ALABAMA MEDICAL CANNABIS COMMISSION

Help

[redacted]

Review

Selected Account:ALA Labs, LLC
Your application has been filed with the Alabama Medical Cannabis Commission.
Your reference code is **1624**.

File Date : **02/28/2023 2:07 PM**

Your transaction ID is : **89066622**
Transaction Token: **9db0abea-d5d1-4fad-9149-0eb21ef85bb7**

If you do not receive email notifications, please check your spam folder.

You must print or save this page as a PDF as part of your redacted filing.

Request for Business Application Information

- **Request Number:** 0544

General Applicant Information

- **Applicant Name** : ALA Labs, LLC
- **Applying as:** Business Entity
- **Trade Name (DBAs)** :
- **Identification Number Type:** FEIN
- **Federal Tax Identification Number** : 920703449
- **Business Entity Name** : ALA Labs, LLC
- **Business Entity Type** : Limited Liability Company
- **Secretary of State Entity ID Number** : 920703449
- **Federal Business Code No** : n/a
- **Date of Qualification, Organization or Incorporation** :10/14/2022

Applicant Street Address

- **Street:** 212 W TROY ST
- **Unit No / Apt No** : STE B
- **City:** DOTHAN
- **County:** 35-Houston
- **State:** Alabama
- **Zip Code:** 36303
- **Address Verified?:** Yes

Applicant Mailing Address

- **Street:** 17301 N PERI METER DR
- **Unit No / Apt No :** STE 100
- **City:** SCOTTSDALE
- **State:** Arizona
- **Zip Code:** 85255
- **Address Verified?:** Yes
- **Applicant Website :**
- **Applicant Email Address :** ian@apollolabscorp.com
- **Applicant Phone Number :** 9173401566
- **Do you have a management service agreement in place?:** No

- **Is the applicant: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group? :** Yes

- **Does the applicant verify that it is: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group? :** Yes

Primary Contact Person

- **First Name:** Ian
- **Last Name:** Lev
- **Title:** Manager
- **Phone Number :** 9173401566
- **Email:** ian@apollolabscorp.com
- **Street:** 17301 N PERI METER DR
- **Unit No / Apt No :** STE 100
- **City:** SCOTTSDALE
- **State:** Arizona
- **Zip Code:** 85255
- **Address Verified?:** Yes

License Information

- **License Type:** State Testing Laboratory

Facility Information

Facility Information

- **Facility Type** : State Testing Laboratory

Physical Address

- **Street:** 212 W TROY ST
- **Unit No / Apt No** : STE B
- **City:** DOTHAN
- **County:** 35-Houston
- **State:** Alabama
- **Zip Code:** 36303
- **Address Verified?** : Yes

Facility Information Questions

- **Applicant's interest in property where proposed facility is located** : Agreement Contingent on Receipt of License
- **Is this facility under construction?** : No
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 365
- **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 365
- **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

Ownership of Applicant

- **Select type of record:** Entity
- **Does this entity have ownership interest in the applicant?** : Yes

Entity

- **Entity Name** : ALA Labs, LLC
- **Entity Type** : Limited Liability Company
- **Are there individuals with direct or indirect ownership interest in this entity?** : Yes
- **FEIN:** 920703449
- **Ownership Percentage of the Applicant** : 49

Physical Address

- **Street:** 212 W TROY ST
- **Unit No / Apt No** : STE B
- **City:** DOTHAN
- **State:** Alabama
- **Zip Code:** 36303
- **Address Verified?** : Yes

Primary Contact/ Responsible Person

- **First Name** : Ian
- **Last Name** : Lev
- **Title:** CEO
- **Phone Number** : 9173401566
- **Email Address** : kmurphy@apollolabscorp.com
- **Street Address** : 17301 N PERIMETER DR
- **Unit No / Apt No** : STE 100
- **City:** SCOTTSDALE
- **State:** Arizona
- **Zip Code:** 85255
- **Address Verified?** : Yes

Cannabis Industry Entities

- **Is any individual or entity below connected to any entity that is directly or indirectly involved in the cannabis industry, including, but not limited to, the cultivation, processing, packaging, labeling, testing, transporting, or sale of cannabis or medical cannabis, either in Alabama or any other jurisdiction?**
  (1) an individual with an ownership interest in the applicant;
  (2) the spouse, parent, or child of an individual with an ownership interest in the applicant; or
  (3) an entity with an ownership interest in the applicant. :No

Questions and Attestations

✔ **Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant ever applied for or been granted any commercial license or certificate (not related to cannabis industry) issued by a licensing board or commission, either in Alabama or any other jurisdiction?** : NO

✔ **Was any commercial license or certificate disclosed above denied, restricted, suspended, revoked, or non-renewed?** : NO

✔ **Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, ever been authorized to participate in the cannabis or medical cannabis industry, licensed (i.e., a "licensee" as defined in Chapter 1 of the AMCC Rules), or provided similar status in any other jurisdiction?** : NO

✔ **During the last 5 years has there been any disciplinary measures taken regarding any cannabis or medical cannabis industry license of the applicant or any entity affiliated with the applicant?** : NO

✔ **Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, within the last ten (10) years, filed or been served with a complaint or other notice by any governmental body, regarding a delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law?** : NO

✔ **Has the applicant filed, or had filed against it, any proceeding for bankruptcy within the past 7 years?:** NO

✔ **Is the applicant currently, or has it been in the past 10 years, a defendant in litigation involving any of its business practices?** : NO

✔ **Is any public official of any unit of government:**
(1) an owner (directly or indirectly) of any financial or beneficial interest in the applicant;
(2) a creditor of the applicant;
(3) a holder of any debt instrument issued by the applicant; or (4) a holder of, or interested party in, any contractual or service relationship with the applicant? : NO

✔ **Is the spouse, parent or child of a public official of any unit of government:**
(1) an owner (directly or indirectly) of any financial or beneficial interest in the applicant;
(2) a creditor of the applicant;
(3) a holder of any debt instrument issued by the applicant; or
(4) a holder of, or interested party in, any contractual or service relationship with the applicant? : NO

✔ **Has any owner, director, board member, or individual with a controlling interest in the applicant ever been indicted for, charged with, arrested for, convicted of, pled guilty or nolo contendere to, or forfeited bail concerning any felony or controlled substance-related misdemeanor, not including traffic violations, regardless of whether the offense has been reversed on appeal or otherwise?** : NO

What is the applicant's anticipated or actual number of employees (including all facilities) at the prospective commencement of operations and during the first five calendar years thereafter?

- **Commencement of Operation:** 3
- **Year One:** 50
- **Year Two:** 100
- **Year Three:** 100
- **Year Four:** 100
- **Year Five:** 100

- **Does the applicant verify that it has the ability to maintain adequate minimum levels ($2,000,000) of liability and casualty insurance, as required by § 20-2A-53(a)(2), Code of Alabama 1975 (as amended)?** : Yes

- **Does the applicant consent as required by § 20-2A-55(d), Code of Alabama 1975 (as amended) to the inspections, examinations, searches, and seizures contemplated by § 20-2A-52(a)(3), Code of Alabama 1975 (as amended)?** : Yes

- **Does the applicant verify that neither it nor its leadership have any economic interest in any other license or applicant for license under the Act? (See § 20-2A-55(e), Code of Alabama 1975 (as amended))** : YES

- **I attest that this application is truthful and complete based on the best available information as of the date of filing.** : YES

- **Signature:** Ian Lev
- **Signature Date:** 12/26/2022

Documents

Resume or Curriculum Vitae of Individuals with Ownership Interest:	Exhibit 1 Final PDF.pdf (./api/documents/kg7ryOt6o/download)
Residency of Owners:	Exhibit 2 Final PDF.pdf (./api/documents/__WEEpH6u/downloa…
Criminal Background Check:	Exhibit 3 Final PDF.pdf (./api/documents/kbPXZHU6o/downloa…
Demonstration of Sufficient Capital:	Exhibit 4 _Corrected_.pdf (./api/documents/10YInltql/download)
Financial Statements:	Exhibit 5 _Corrected_Signed.pdf (./api/documents/_Xv-OE3oQ/…
Tax Plan:	Exhibit 6 - Final PDF.pdf (./api/documents/OjSPrLh16/download)
Business Formation Documents:	Exhibit 7 - Final PDF.pdf (./api/documents/E0UnI_vdK/download)

✔ **Business License and Authorization of Local Jurisdictions:**	Exhibit 8 - Final _Corrected_ Signed.pdf (./api/documents/ZVa…
✔ **Business Plan:**	Exhibit 9 - Final PDF.pdf (./api/documents/CprtY1Flv/download)
✔ **Evidence of Business Relationship with other Licensees and Prospective Licensees:**	Exhibit 10 - Final PDF _Corrected__8_.pdf (./api/documents/nn…
✔ **Standard Operating Plan and Procedures:**	Exhibit 11 - Final PDF _Corrected__1_.pdf (./api/documents/ttu…
✔ **Policies and Procedures Manual:**	Exhibit 12 - Final PDF _Corrected__93_.pdf (./api/documents/_…
✔ **Machinery and Equipment:**	Exhibit 13 - Final PDF _Corrected__80_.pdf (./api/documents/E…
✔ **Receiving and Shipping Plan:**	Exhibit 14 - Final PDF _Corrected__45_.pdf (./api/documents/Z…
✔ **Facilities:**	Exhibit 15 _Corrected_.pdf (./api/documents/8_JzGiqGX/downl…
✔ **Security Plan:**	Exhibit 16 - Final PDF .pdf (./api/documents/lhbor5xDb/downlo…
✔ **Personnel:**	Exhibit 17 FInal PDF.pdf (./api/documents/9ekAWgtJJ/downlo…
✔ **Business Leadership Credentials:**	Exhibit 18 Final PDF.pdf (./api/documents/vbijWiZoL/download)
✔ **Employee Handbook:**	Exhibit 19 Final PDF.pdf (./api/documents/MTg9-IZU3/downloa…
✔ **Quality Control and Quality Assurance Plan:**	Exhibit 20 - Final PDF.pdf (./api/documents/HyJxl75kP/downlo…
✔ **Testing Process:**	Exhibit 21 - Final PDF _1_.pdf (./api/documents/7c6KDvaeP/do…
✔ **Chain of Custody and Sample Requirements:**	Exhibit 22 - Final PDF _Corrected__40_.pdf (./api/documents/jC…
✔ **Recall, Return, and Remediation Plan:**	Exhibit 23 - Final PDF _1_.pdf (./api/documents/jBsmMalkJ/do…
✔ **Website and Social Media:**	Exhibit 24 - Final PDF.pdf (./api/documents/vDfgymxrj/downlo…
Ownership Entity Individuals (if applicable):	No Document Present
✔ **Minority Ownership Documents:**	Minority Ownership Docs.pdf (./api/documents/Ot1jSfx6J/dow…

✔ **Proof of Minimum Liability and Casualty Insurance:**	Insurance - Liability.pdf (./api/documents/NADj18NGU/downlo…
✔ **Affidavit - Entity Applicant:**	Affidavid - Entity Applicant.pdf (./api/documents/61GnZ512L/d…

Payments

✔ **Payment Options:** Credit Card

Exhibit 1 – Resume or Curriculum Vital of Individuals with Ownership Interest in Applicant

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

Form A – Clayton Yates:
Form A – Ian Lev:

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Ian Lev	State Testing Facility
Business License Applicant Name	License Type
Clayton Yates	51%
Individual with Ownership Interest in Applicant	Individual's Ownership Percentage in Applicant

Residential History

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

82 Fish Hawk Dr
_ Residential Street Address

Dadeville	Alabama	36853
City	State	Zip

10/2022	Present
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)

1407 Eden Gate Crossing
Residential Street Address

Auburn	Alabama	36830
City	State	Zip

09/2020	10/2022
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).

1753 Roanoke Lane
Residential Street Address

Auburn	Alabama	36830
City	State	Zip

07/2008	09/2020
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)

Residential Street Address

City	State	Zip

Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)

Education

Provide all institutions of higher education attended; attach additional form(s) if necessary.

Institution	City	State
Tuskegee University	Tuskegee	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
1994	1998	BA

Institution	City	State
Tuskegee University	Tuskegee	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
1998	2001	MS

Institution	City	State
University of Pittsburgh School of Medicine	Pittsburgh	PA

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
2001	2006	PhD

Institution	City	State

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

Employment History

Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

Employer	Contact Person	Telephone
Tuskegee University	Chiquita Lee	

Business Address: 1200 West Montgomery Rd

City	State	Zip
Tuskegee	AL	36088

Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
08/2007	Present

Johns Hopkins School of Medicine	Chynna Powell	410-955-7777
Employer	Contact Person	Telephone

1600 Orleans Street
Business Address

Baltimore	MD	21287
City	State	Zip

10/2022	Present
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Employer ____ Contact Person ____ Telephone ____

Business Address ____

City ____ State ____ Zip ____

Date Employed From (MM/YYYY) ____ Date Employed To (MM/YYYY) ____

Employer ____ Contact Person ____ Telephone ____

Business Address ____

City ____ State ____ Zip ____

Date Employed From (MM/YYYY) ____ Date Employed To (MM/YYYY) ____

Employer ____ Contact Person ____ Telephone ____

Business Address ____

City ____ State ____ Zip ____

Date Employed From (MM/YYYY) ____ Date Employed To (MM/YYYY) ____

Form A – Ian Lev: Submitted via Portal

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

ALA Labs LLC
Business License Applicant Name

Testing
License Type

Ian Lev
Individual with Ownership Interest in Applicant

49
Individual's Ownership Percentage in Applicant

Residential History

Provide all residential addresses, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

21194 N. 82nd St
_ Residential Street Address

Scottsdale
City

AZ
State

85255
Zip

6/1/13
Date Resided From (MM/YYYY)

Current
Date Resided To (MM/YYYY)

14000 N. 94th St Unit 11234
Residential Street Address

Acottsdale
City

AZ
State

85260
Zip

3/15/2007
Date Resided From (MM/YYYY)

5/31/2013
Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Education

Provide all institutions of higher education attended; attach additional form(s) if necessary.

Institution	City	State	Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
Union College	Schenectady	NY	09/1993	06/1997	Bacherlor of Arts (*History)

Employment History

Provide all employers, in reverse chronological order, for 15 years prior to date of application; attach additional form(s) if necessary.

Employer	Contact Person	Telephone
Apollo Labs	self	917-340-1566

17301 N. Perimeter Drive suite 100

Business Address

City	State	Zip
Scottsdale	AZ	85255

Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
11/20	current

Hy Yield Scientific — Employer
self — Contact Person
917-340-1566 — Telephone

N/A
Business Address

City
State
Zip

06/2015 — Date Employed From (MM/YYYY)
07/2021 — Date Employed To (MM/YYYY)

PM Digital — Employer
N/A (acquired) — Contact Person
(212) 387-0300 — Telephone

1 World Trade Center
Business Address

New York — City
NY — State
10007 — Zip

03/2015 — Date Employed From (MM/YYYY)
07/2016 — Date Employed To (MM/YYYY)

Covario — Employer
N/A (acquired) — Contact Person
N/A — Telephone

9255 Towne Centre Dr Suite 600,
Business Address

San Diego — City
CA — State
92121 — Zip

09/2012 — Date Employed From (MM/YYYY)
03/2015 — Date Employed To (MM/YYYY)

---

iCrossing — Employer
N/A (acquired) — Contact Person
N/A — Telephone

4835 E Cactus Rd Suite 300
Business Address

Scottsdale — City
AZ — State
85260 — Zip

04/2005 — Date Employed From (MM/YYYY)
09/2012 — Date Employed To (MM/YYYY)

Exhibit 2 – Residency of Owners

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

December 23, 2022

To Whom It May Concern,

Please let this letter confirm that ALA Labs LLC majority partner has resided in Alabama for no less than 15 years. Attached below is my resume displaying my longtime employment with Tuskegee University.

Please feel free to contact me with any questions or comments.

Kind regards,

Clayton C. Yates, Ph.D.

Annotated Curriculum Vitae

Clayton C. Yates, Ph.D.
1407 Eden Gate Crossing
Auburn, Alabama 36830
Office (334) 727-8949 or Email: **cyates@tuskegee.edu**
Personal email: yateslab@gmail.com
Personal cell phone: 334 421-1148

Education:

1998	B.S. in Biology	Tuskegee University - Tuskegee, AL 36088
2001	Masters of Science Dept of Biology	Tuskegee University - Tuskegee, AL 36088
2005	Doctor of Philosophy, Dept. of Pathology	University of Pittsburgh School of Medicine Pittsburgh, PA 15261
2005	Certification in Tissue Engineering	University of Pittsburgh School of Medicine Pittsburgh, PA 15261
2007	Post-Doctoral Fellowship, Dept of Urology	Emory School of Medicine, Atlanta, GA 30312

Employment History:

2022-Present	John R. Lewis Endowed Professor of Pathology Johns Hopkins School of Medicine
2013-2022	Professor - Tuskegee University
2011-2013	Associate Professor - Tuskegee University
2007-2011	Assistant Professor - Tuskegee University
2006-2007	Post-Doctoral Fellow - Emory University School of Medicine **Mentor: Leland Chung Ph. D**
2005-2006	Post-Doctoral Fellow - University of Pittsburgh School of Medicine **Mentor: Alan Wells MD DMS**
2003-2004	NIH Training Fellow - *Cellular Approaches to Tissue Engineering and Regenerative Medicine*- University of Pittsburgh **Mentor: Alan Wells MD DMS**
2001-2003	Graduate Student Research Assistant - University of Pittsburgh and **VA Medical Center** Pittsburgh, *PA.* **Mentor: Alan Wells MD DMS**
1998-2000	MBRS Graduate Research Assistant - Tuskegee University Tuskegee, *AL* **Mentor: Timothy Turner PhD**

Exhibit 3 – Criminal Background Check

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

3.1: Form B

FORM B: BACKGROUND CHECK APPLICANT VERIFICATION

ALA Labs LLC
Business License Applicant Name

Testing Lab
License Type

Provide the name and title of each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant). Attach additional forms if necessary.

NAME	ROLE (select all that apply)
Dr. Clayton Yates	☑ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
Ian Lev	☑ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant

Applicant Verification: The undersigned hereby verifies that the individuals listed hereinabove (and attached, as necessary) are all of the individuals identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect to the Applicant. The undersigned further verifies that each individual listed hereinabove (and attached, as necessary) has requested a state criminal background check from the Alabama Law Enforcement Agency (ALEA) and a national criminal background check from the FBI.

Dr. Clayton Yates
Printed Name of Verifying Individual

Owner
Title of Verifying Individual

[signature]
Signature of Verifying Individual

[illegible]
Verification Date

3.2: Paperwork Submitted

ALABAMA LAW ENFORCEMENT AGENCY

APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION

PERSONAL INFORMATION

Full Name *(First, Middle, Last, Suffix)*: Ian Michael Lev **Sex/Gender:** ■ Male ☐ Female

Aliases/Nickname:

Applicant Current Address: 21194 N. 82nd St

City: Scottsdale **State:** AZ **Zip Code:** 85255 **SSN:**

Date of Birth: *(MM/DD/YYYY)* **Driver's License Number:** D04346214 **Issuing State:** AZ

Race: ■ White ☐ Black ☐ Asian ☐ Indian ☐ Other *(please specify)*

Home Phone: 9173401566 **Mobile Phone:** ( ) **Work Phone:** ( )

WORK INFORMATION

Employer Name: Apollo Labs **Employer Phone:** 6027677600

Contractor Name: **Contractor Phone:** ( )

State Agency: **Agency Phone:** ( )

Work Email Address: ian@apollolabscorp.com

Job Role/Classification: Owner **Supervisor Name:** Self

Included with my Release are the following items:

- ☐ Completed Application signed by applicant and **two witnesses *OR* notarized**.
- ☐ The required copy of my valid photo identification.
- ☐ A classifiable copy of my own fingerprints taken by an authorized law enforcement agency as required.
- ☐ ***If applying for state employment/licensure/certification, reference that agency's fee requirements for a background check.***
- ☐ ***PERSONAL REQUESTS ONLY:* The required $25.00 administrative fee *(must be in the form of a money order or Cashier's check made payable to the ALEA, Criminal Records and Identification Unit).***

AFFIDAVIT FOR RELEASE INFORMATION

I hereby authorize the Alabama Law Enforcement Agency to release any and all criminal history information to:

ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)

Name & Address of Requesting Agency or Authorized Agent*

I, the above referenced individual, hereby request to release any and all criminal history record information (CHRI) maintained by both the Alabama Law Enforcement Agency, the Federal Bureau of Investigation, and any information relating to my past record and character whether it be financial, academic, military, employment, judicial, or personal reference. I hereby release all parties contributing such information from any charges or liability whatsoever because of furnishing said information. By signing below and submitting this application, I hereby verify that the information listed in my application and in the attached documentation is correct. I also acknowledge that I understand that, in accordance with Section 41-9-601 of the Code of Alabama 1975, that any person who willfully requests, obtains or seeks to obtain criminal offender record information under false pretenses, or who willfully communicates or seeks to communicate criminal offender record information to any agency or person without authorization, may be guilty of a felony, and shall be fined not less than $5,000 nor more than $10,000 or imprisoned in the state penitentiary for not more than five years or both. (§ 41-9-601, Code of Ala. (1975). Furthermore, as set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34 I have the right to challenge or appeal any portion of my state and/or Federal CHRI that I believe to be inaccurate (see "Appendix A" for contact information).

Applicant Signature **Date** 12/20/22

Name of Witness **Name of Witness** Daniel Pollack

Address of Witness 15560 N. 74th W. Blvd **Address of Witness** 15560 N. 74th W. Blvd

City, State and Zip Sct, AZ 85260 **City, State and Zip** 85260

Sworn to and subscribed before me this ____ **day of** _____, 20___.

Notary Signature **My Commission Expires** _____, 20___.

FOR ALEA OFFICIAL USE ONLY: TCN: SID: AL

Received By (Initials): /Date: / / Processed By (Initials): /Date: / /

Walk-In/Hand Delivered ☐ Mailed ☐ Status: Initials: Date: / /

Billed: Paid: No Charge:

Check#:

Background Check Qty: Total: $

Certified Letter Qty: Total: $

SBI Form 46 Rev. 10-01-17

3.3: Paperwork Submitted

3.4: Paperwork Submitted

Exhibit 4 – Demonstration of Sufficient Capital

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

December 23, 2022

To Whom It May Concern,

Please let this letter confirm that ALA Labs LLC has sufficient capital to obtain and operate a licensed business as contemplated in the its application.

Please feel free to contact me with any questions or comments.

Kind regards,

Lena Dalbey
LINK Capital LLC

Contact Info:

Lena Dalbey
LINK Capital LLC
17767 N. Scottsdale Rd, Suite 300
Scottsdale, AZ 85255
480.231.2232 (M)
Email: lena@linkbig.net
www.linkbig.net

Exhibit 5 – Financial Statements

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

Pro Forma:

Apollo Labs Alabama
Pro Forma Financial Statements

Apollo Labs Alabama		Projected Pro Forma		
Income Statement		**Year 1**	**Year 2**	**Year 3**
Sales		$ 45,000	$ 1,012,500	$ 2,004,750
Direct Labor		96,000	303,750	581,378
Equipment & Supplies		11,250	202,500	380,903
Other Direct Costs		2,250	45,563	80,190
Total Cost of Sales		109,500	551,813	1,042,470
Gross Profit		(64,500)	460,688	962,280
Gross Margin		*-143.3%*	*45.5%*	*48.0%*
Selling & Marketing Cost		5,000	30,375	50,119
Wages & Benefits		90,000	202,500	243,000
Rent & Facilities Expense		99,000	138,600	145,530
Professional Services		2,250	30,375	50,119
Office Expenses		1,800	30,375	40,095
Other G&A		450	9,113	16,038
Total Operating Expenses		198,500	441,338	544,901
EBITDA		**(263,000)**	**19,350**	**417,380**
EBITDA Margin		***-584.4%***	***1.9%***	***20.8%***
Depreciation		17,857	46,429	67,857
Interest Expense		27,222	47,422	62,501
Pre-Tax Income		**(308,079)**	**(74,500)**	**287,022**
Income Statement Assumption				
Number of Tests		100	2,500	5,500
Sequential Growth			100.0%	120.0%
ASP		$ 450	$ 405	$ 365
Direct Labor		35.0%	30.0%	29.0%
Equipment & Supplies		25.0%	20.0%	19.0%
Other Direct Costs		5.0%	4.5%	4.0%
Total Cost of Sales		65.0%	54.5%	52.0%
Selling & Marketing Cost		5.0%	3.0%	2.5%
Wages & Benefits		200.0%	20.0%	12.1%
Rent & Facilities Expense		90.4%	25.1%	14.0%
Professional Services		5.0%	3.0%	2.5%
Office Expenses		4.0%	3.0%	2.0%
Other G&A		1.0%	0.9%	0.8%
Total Operating Expenses		305.4%	55.0%	33.9%
Tax Rate for Distributions		40.0%	40.0%	40.0%
Interest Expense - Equip Loan	7.5%	16,875	13,125	9,375

Interest Expense - Revolver	6.5%	10,347	34,297	53,126
Total Interest Expense		27,222	47,422	62,501

Apollo Labs Alabama Balance Sheet	Pre-Opening	Projected Pro Forma Year 1	Year 2	Year 3
ASSETS:				
Cash and Equivalents	25,000	-	-	-
Accounts Receivable, Net	-	7,397	166,438	329,548
Other Current Assets	-	2,250	50,625	100,238
Total Current Assets	25,000	9,647	217,063	429,785
Fixed Assets, Net	250,000	232,143	335,714	417,857
Other Long Term Assets	10,000	10,000	10,000	10,000
Total Assets	285,000	251,790	562,778	857,643
LIABILITIES:				
Accounts Payable	-	555	10,194	18,949
Accrued Expenses	-	5,955	13,240	16,347
Total Current Liabilities	-	6,510	23,434	35,296
Revolver	-	318,359	736,922	897,713
Equipment Loans	250,000	200,000	150,000	100,000
Other Long Term Liabilities	-	-	-	-
Total Long Term Liabilities	250,000	518,359	886,922	997,713
Members Equity	35,000	(273,079)	(347,579)	(175,366)
Total Liabilities & Equity	285,000	251,790	562,778	857,643
		-	*0*	*0*
Working Capital Assumptions				
Accounts Receivable - Days on Hand		60	60	60
Other Current Assets - % Revenue		5.0%	5.0%	5.0%
Accounts Payable - Days on Hand		15	15	15
Accrued Liabilities - % Op Expenses		3.0%	3.0%	3.0%
Capital Expenditures	7	-	150,000	150,000
Existing as of the Opening		17,857	35,714	35,714
Year 1 Additions		-	-	-
Year 2 Additions		-	10,714	21,429
Year 3 Additions		-	-	10,714
Year 4 Additions		-	-	-
Total Depreciation		17,857	46,429	67,857

Apollo Labs Alabama	Projected Pro Forma		
Statement of Cash Flows	**Year 1**	**Year 2**	**Year 3**
Pre Tax Income	(308,079)	(74,500)	287,022
Plus: Depreciation	17,857	46,429	67,857
CASH FLOW	(290,222)	(28,072)	354,879
Change in Net Working Capital:			
Accounts Receivable, Net	(7,397)	(159,041)	(163,110)
Other Current Assets	(2,250)	(48,375)	(49,613)
Accounts Payable	555	9,640	8,755
Accrued Expenses	5,955	7,285	3,107
Total	(3,137)	(190,491)	(200,861)
CASH FLOW FROM OPERATIONS	(293,359)	(218,563)	154,018
Investing Activities:			
Capital Expenditures	-	(150,000)	(150,000)
Other Assets	-	-	-
Total	-	(150,000)	(150,000)
CASH FLOW AFTER INVESTING ACTIVITIES	(293,359)	(368,563)	4,018
Financing Activities			
Equipment Loan	(50,000)	(50,000)	(50,000)
Distributions - Taxes	-	-	(114,809)
Distributions - Other	-	-	-
Total	(50,000)	(50,000)	(164,809)
CASH FLOW AFTER FINANCING ACTIVITIES	(343,359)	(418,563)	(160,790)
Advances from Revolver	318,359	418,563	160,790
Revolver Reduction	-	-	-
Excess Cash	(25,000)	-	-

	Year 4
$	3,157,481
	884,095
	568,347
	110,512
	1,562,953
	1,594,528
	50.5%
	63,150
	291,600
	152,807
	63,150
	31,575
	22,102
	624,383
	970,145
	30.7%
	89,286
	59,216
	821,644
	9,625
	75.0%
$	328
	28.0%
	18.0%
	3.5%
	49.5%
	2.0%
	9.2%
	9.8%
	2.0%
	1.0%
	0.7%
	24.7%
	40.0%
	5,625

	53,591
	59,216

Year 4
-
519,038
157,874
676,912
478,571
10,000
1,165,484
27,898
18,731
46,630
751,234
50,000
-
801,234
317,620
1,165,484
0
60
5.0%
15
3.0%
150,000
35,714
-
21,429
21,429
10,714
89,286

Year 4
821,644
89,286
910,929
(189,490)
(57,637)
8,949
2,384
(235,793)
675,136
(150,000)
-
(150,000)
525,136
(50,000)
(328,657)
-
(378,657)
146,479
-
(146,479)
-

5.1: No Current Balance Sheet for ALA Labs, LLC as it is not in operation. Below is a copy of our Balance Sheet from our parent company in Arizona.

Apollo Labs LLC

Balance Sheet

As of December 26, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1100 Checking/Savings	**1,758,006.26**
Total Bank Accounts	**$1,758,006.26**
Accounts Receivable	
1200 Accounts Receivable	553,680.00
Total Accounts Receivable	**$553,680.00**
Other Current Assets	
1300 Prepaids	18,506.87
1500 Other Current Assets	6,550.00
1600 Undeposited Funds	1,485.00
1700 Due from Floralytics	76,212.34
Total Other Current Assets	**$102,754.21**
Total Current Assets	**$2,414,440.47**
Fixed Assets	**$1,374,930.80**
Other Assets	**$19,735.95**
TOTAL ASSETS	**$3,809,107.22**
LIABILITIES AND EQUITY	**$3,809,107.22**

5.2: No Current P&L for ALA Labs, LLC as it is not in operation. Below is a copy of our P&L from our parent company in Arizona.

Apollo Labs LLC

Profit and Loss

January 1 - December 26, 2022

	TOTAL
Income	**$6,408,002.98**
Cost of Goods Sold	**$2,988,482.32**
GROSS PROFIT	**$3,419,520.66**
Expenses	**$972,494.16**
NET OPERATING INCOME	**$2,447,026.50**
Other Expenses	**$54,461.68**
NET OTHER INCOME	**$ -54,461.68**
NET INCOME	**$2,392,564.82**

5.3: No Current Cash Flow Statement for ALA Labs, LLC as it is not in operation.

Exhibit 6 – Tax Plan

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/30/2022
Signature of Verifying Individual	**Verification Date**

The Applicant's verified tax plan demonstrating understanding of, and plans for compliance with, all applicable tax laws, including but not limited to providing all information required for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and payment of the same.

Overview: ALA Labs, LLC, hereinafter referred to as "Applicant," has developed policies and procedures to ensure both accurate accounting practices as well as compliance with all tax reporting requirements for federal, state, and local taxes. Applicant's processes detailed below will provide adequate accounting mechanisms and processes to safeguard compliance and meticulous reporting in compliance with 538-x-3-.05(3)(m)(9).

Facility: All medical cannabis shall be stored in an enclosed indoor, locked area where access to such area is limited to authorized individuals. Applicant will utilize at minimum, three designated Enterprise Resource Planning Systems to accurately track its financial and inventory records. These will include, QuickBooks and Seed-To-Sale Tracking Software ("Metrc").

Team: The following individuals are responsible for ensuring compliant taxes.

Chief Financial Officer ("CFO"): Applicant's CFO is responsible for preparing reports to collect data, verifying collected data, and reclassifying data into proper groups as required by the Company Controller, Bookkeeper and CPA responsible for the records in Enterprise Resource Planning Systems, specifically Metrc. They will also have procedures for the oversight of all compliance regarding tax stamp tracking.

Company Controller: Applicant's Controller will prepare reports to collect data, verifying collected data, and reclassifying data into proper groups as an accounting quality control. The Controller will be responsible for accounting reconciliations and audits, as well as reviewing and approving tax return filings, including annual reports. Additionally, they will prepare year end trial balances and supporting papers for compiled financial statements and tax returns.

Certified Public Accountant: This will be a hired vendor/subcontractor who will prepare and submit all corporate federal, state tax returns, local and state sales tax and use tax, municipal transfer tax, and social equity excise fees. Prepare quarterly accounting reconciliation for tax

accounts income tax and use tax payroll and property tax. Prepare year end trial balances and supporting papers for compiled financial statements and tax returns.

Procedures: Accounting accuracy and reliability are crucial to Applicant's compliance and success. Accounting policies and procedures are directly tied to the Applicant's compliance. By implementing basic accounting best practices, Applicant will ensure compliance with state, municipal and IRS laws and regulations for accounting and reporting. Applicant designed an accounting plan with fiscal controls to create a system of accountability and accuracy. Applicant shall implement the following internal control procedures: separation of duties, access controls, physical audits, standardized documentation, trial balances, periodic reconciliations, and approval authority.

Enterprise Resource Planning Systems: Applicant will maintain all records necessary to substantiate financial transactions within the following ERP systems QuickBooks and Seed-to-Sale Tracking System ("Metrc"). Applicant's ERP system will be configured to capture all transactions at their origin. The CFO and Company Controller will implement the ERP applications and are well suited to ensure the effective deployment of ERP. Within the ERP, in instances where a physical document is prepared, issued, or signed, those documents will be scanned and attached to the transaction. These documents include Purchase invoices, Bills of lading, Sales confirmations, Transfers, and any other documents pertaining to inventory and transactions.

Accurate Inventory Plan: Applicant will utilize industry best practices for the oversight of its inventory, which requires meticulous reporting. The accurate reporting and accounting of inventory is necessary for performing cost accounting. Applicant recognizes that there will be a number of manual inputs and tracking required for reconciliation. Applicant will provide a complete and total inventory count on a weekly basis that is to include a management review and signature. Subsequently, Applicant will reconcile the inventory count with Metrc.

Separation of Duties: Separation of duties involves splitting responsibility for bookkeeping, deposits, reporting, and auditing. Applicant's employees will be responsible for counting the payments and making cash drops. The CFO will count the cash drops, and will enter

wholesale amounts from the POS, reconcile cash drop discrepancies, and prepare deposits for the bank. The Company Controller, owner, and attorney will monitor reports and conduct audits.

Access Control: Controlling access to different parts of the accounting system will create a chain of accountability. Only the CFO, CPA and Company Controller will have access to the Company's accounting files. Company employees will have access to the cash drop and sales logs. The CFO will have access to both in order to reconcile and properly monitor the system while the Inventory Manager will oversee the Inventory reporting in Metrc.

Redundant Accounting: Using this accounting system adds reliability by ensuring that the books are balanced. All transaction totals will be filled out in a manual ledger daily. All purchases and petty cash expenditures will be recorded electronically and to a physical ledger. To monitor any audit issues, a trial balance report will be created by the CFO weekly.

Cash Receipt Journal: Standardized documents used for cash flow will be created and utilized. Logs for cash drops will be filled out by employees and the CFO when the drop is made. Daily cash counts will be recorded by the CFO who will utilize a form to document all bank deposit amounts. Unusual cash situations will require additional notes. Applicant will implement detailed cash handling processes for managing daily cash counts, cash deposits/payments, and reconciliations with Metrc, daily cash counts will include a review and signature by both the employee and the CFO. The CFO will provide daily reconciliation reports for all cash journals. These journals will report all cash transactions, including sales, wages, vendor payment, deposits over $10,000, payments over $10,000, and single cash sales over $10,000.

General Ledger: The general ledger is crucial to the functionality and accuracy of the accounting and reporting systems to preparing precise company financial statements. Applicant will require specific reporting by the IRS to be compliant with IRC 280E and IRC 471. Applicant's general ledger and financial reporting processes when implemented will ensure compliance. Applicant will create and implement a chart of accounts specific to its particular cannabis business which will ensure accurate performance of all inventory accounting, tracking and cost of goods.

Reconciliations: Monthly accounting reconciliations will ensure that balances in Applicant's system match up with balances in accounts. The accounting department will be overseen by the CFO and managed by the Company Controller. The accounting department will perform monthly reconciliation of all balances and investigate any discrepancies. In this audit, all paper and electronic ledgers, and accounting software data will be cross referenced and compared. Approval authority requires specific managers to authorize certain types of transactions and witness cash drops. Managers must witness all cash drops and purchases and sign off on each ledger.

Audits: Physical audits include counting cash using a money counter to minimize risk for human error. Cash from sales will be counted and recorded before it is dropped in the safe. Daily cash and bank deposits will be counted by the CFO. A physical inventory of all cannabis inventory will be conducted on a daily and weekly basis. All audits will be reconciled in Metrc and QuickBooks. Each Audit will implement the following processes: 1) Applicant's CFO, Inventory Manager and/or Company Controller will gather relevant information about the specific audit and meet with key personnel to reviews reports, files, and other sources of information. 2) The CFO, Inventory Manager and/or Company Controller will review and assess the internal control structure to evaluate the design effectiveness. 3) Gather all specific data that is required to complete the audit, such as reports, vouchers, meeting minutes, policies, and procedures. 4) Preparation of the audit plan of action to outline the specific protocols necessary to achieve audit objectives. 5) Evaluation of data including the research and investigation of any discrepancies. 6) Creation of an Audit Report in which all findings are summed up and recommended actions are made.

Preparation and Reporting of Tax: Applicant's CFO will work with the CPA to accurately prepare and submit all tax liabilities of the Applicant to the appropriate authority. These submissions will include: 1) Federal and State Corporate Taxes; 2) In compliance with Alabama Senate Bill 46 §20-2A-68 - Section 2, State and Municipal Sales Tax, according to Chapter 2A of Title 20, Code of Alabama 1975; 3) Applicable Municipal Taxes; 4) Use Taxes; 5) Property Taxes; 6) Payroll Taxes.

Applicant's CFO and CPA will ensure during its first year of doing business in the state, the tax due will accrue the date of the Applicant being licensed to do business in the state under Ch. 2A of Tile 20 and will accrue as of January 1 of every taxable year thereafter. Applicant understands the tax is to be levied based upon the Applicant's net worth for the taxable year, which is calculated by apportioning the Applicant's net worth computed under 40-14A-23, Code of Alabama 1975, the same method in computing income during the determination period for the purpose of accounting the income tax levied, or in the same way income would be calculated if the Applicant were subject to income tax. Furthermore, Applicant understands the annual privilege tax levied is determined by the amount of tax due which is calculated in the same manner and rate of tax pursuant to § 40-14A-22, Code of Alabama 1975. The annual medical cannabis privilege tax shall be reported on forms in the manner prescribed by the Department of Revenue. Applicant's CFO and CPA will be responsible for ensuring Applicant's annual return required is due no later than the corresponding federal income tax returns, as required by federal law. Applicant understands in the case of initial returns by the Applicant, annual returns are due no later than two and one-half months after being licensed to do business, or commences business, in Alabama.

Recordkeeping/Conclusion: Applicant will securely store and maintain records that clearly and accurately reflect all financial transactions, inventory and inventory transfers, and the financial condition of the business. All required records will be made available to the Commission upon request. Records will be secured and backed up daily on an encrypted cloud service to prevent tampering, theft, or destruction of records. Records will have safeguards against unauthorized erasures and changes in data after the information has been entered and verified by Applicant. These records will include the following: Purchase invoices, bills of lading, transport manifests, copies of bills of sale and any supporting documents, including items and/or services purchased, from whom items were purchased, and the date of purchase; Bank statements and canceled checks for all accounts relating to the Applicant; Cash Journals; Accounting and tax records related to the Applicant; and Records of all financial transactions related to the Applicant, including contracts and/or agreements for services performed or received that relate to the Applicant.

Exhibit 7 –Business Formation Documents

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/30/2022
Signature of Verifying Individual	**Verification Date**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   ALA Labs, LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Northwest Registered Agent Service, Inc.

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   212 W. Troy St. STE B Dothan, AL 36303

   *COUNTY of above address: HOUSTON

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-044-590 DLL

Date	10/14/2022
Time	12:04:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ◯ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ◯ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ◯ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 14 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 4 ◯ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 14 / 2022
Date (MM/DD/YYYY)

Morgan Noble
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Morgan Noble	212 W. Troy St. STE B Dothan, AL 36303	212 W. Troy St. STE B Dothan, AL 36303

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

ALA Labs, LLC

This name reservation is for the exclusive use of Northwest Registered Agent Service, Inc., 212 W. Troy St. STE B, Dothan, AL 36303 for a period of one year beginning October 14, 2022 and expiring October 14, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 14, 2022

Date

J. H. Merrill

RES051506

John H. Merrill **Secretary of State**

Exhibit 8 – Business License and Authorization of Local Authorities

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/30/2022
Signature of Verifying Individual	**Verification Date**

Exhibit Not Applicable

As the business is not approved for licensure or currently operational we do not have a business license to provide. ALA Labs, LLC does have approval from the local municipality upon securing a State Testing Laboratory License.

Exhibit 9 –Business Plan

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/30/2022
Signature of Verifying Individual	**Verification Date**

9.1 – A clearly defined business structure and plan for adherence to applicable corporate conventions

ALA Labs, LLC doing business as Apollo Labs is an Alabama Limited Liability Company (hereinafter referred to as "Applicant" or the "Company"), interested in entering the medical cannabis industry as a licensed State Testing Laboratory, to bring safe medical cannabis to Alabama's registered patients. Applicant's LLC is member-managed company with the following members and respective ownership percentages:

- Dr. Clayton Yates – 51%
- Ian Lev – 49%

Per 538-x-1-.05, Applicant understand the Alabama Medical Cannabis Commission ("AMCC"), has authority to administer and enforce rules in accordance with § 20-2A-22(b), Code of Alabama 1975 (as amended). Furthermore, to ensure adherence to corporate conventions, Applicant shall:

- Maintain in Good Standing with the Alabama Secretary of State.
- Ensure renewals of all necessary licenses/permits, to include, but not limited to:
    - Applicant's State Testing Laboratory License, to be renewed annually, per 538-x-4-.10
- Accurately prepare and submit all tax liabilities of the Applicant to the appropriate authority. These submissions will include Federal and State Corporate Taxes; State and Municipal Sales Tax, according to Chapter 2A of Title 20, Code of Alabama 1975; Property Taxes; and Payroll Taxes.
- Maintain a compliant and respectful relationship with Applicant's bank to conduct business as a medical cannabis testing laboratory.
- EIN: An employer's identification number has been obtained from the Internal Revenue Service – 92-0703449.
- Insurance coverage by an A-rated insurer for casualty, workers' compensation, liability, and (as applicable) auto or fleet policy.
- Employees: Maintain compliance with the U.S. Department of Labor, Fair Labor Standards Act, and National Labor Relations Act.

- Local permits will be acquired from the appropriate planning department of the local jurisdiction upon receipt of a license to operate.

9.2 – Clearly defined business goals, including a 3-year and a 5-year plan.

Applicant is dedicated to ensuring the Company is operating with business best practices as well as compliance with The Darren Wesley "ATO" Hall Compassion Act and applicable rules. With that in mind, Applicant's general 3- and 5-year plans are further outlined below.

Our goals are directly tied to Applicant's projected patient count, which directly affects supply and demand. Applicant projects the following patient projections for the first 5 years of Alabama's Medical Cannabis Program:

- Y1: 88,038 patients (1.75% of patient population)
- Y2: 115,975 (2.3% of patient population)
- Y3: 137,444 (2.7% of patient population)
- Y4: 167,840 (3.3% of patient population)
- Y5: 210,805 (4.1% of patient population)

Year 1 Goals – Applicant's Y1 Goals are primarily focused on securing licensure and preparing for operations, to include but not limited to the following:

- Applicant started assembling the project to apply for a State Testing Laboratory License.
- Drafted and Completed Application Materials, per 538-x-3-.05
- Submitted Completed Application by Dec 30, 2022
- Preparation in anticipation for license issuance
- Enter in info from operational timeline
- Order equipment and materials
- Construction for tenant improvements
- Finalize agreements with other medical cannabis licensees: Integrated facilities, Cultivators, Manufacturers, Secured Transporters and Dispensaries

- Hiring and Staffing
- Employee Training
- Inspections for approval to operate
- Begin testing

Year 2 Goals – Now licenses have been issued and licensees have overcome the hurdles of opening their initial facilities based on supply and demand. Applicant will focus on increasing testing volume/capacity to ensure it can service licensees as more facilities become operational and supply and demand increases.

Year 3 Goals:

- Optimize and evolve to improve productivity and profitability
- Expand personnel and facilities, potentially expand into a new geographic market to service facilities located in other regions within the state
- Broaden product and service offerings

Year 4 – 5 Goals: While Applicant's main focus will be on testing for the medical cannabis program, based on history, majority of medical cannabis states transition from a medical market to an adult-use market around Year 4 – 5, from the legalization of medical cannabis. Applicant will continue to follow the progression of the medical cannabis program and potential legalization to ensure it is prepared for the potential increase of supply and demand.

9.3 – An Organizational Chart - a diagram that visually conveys the Applicant's internal structure by detailing the roles, responsibilities, and relationships between individuals within an entity.

Lab Director – 1
Lab Managers – 2

Chemists – 4

Microbiologists – 2

Intake & Accessioning - 2

9.4 – Job descriptions of all managerial positions, showing clear delineation of authority, qualifications, and duties.

Applicant's managerial positions include the CEO, CFO, COO, CCO, Director of Community Relations, HR and Security Director. Outlined below includes job descriptions for all aforementioned positions.

Chief Executive Officer ("CEO")

Reports to: Ownership/ Members/ Investors

Supervises:

- Chief Financial Officer
- Chief Operating Officer
- Chief Compliance Officer
- Director of Community Relations

Job Description: Thee CEO is responsible for all facets of the operation, including financial oversight of the testing laboratory facility. The CEO is the leader of the management team and is responsible for managing all executive managers at the facility. The CEO will have significant interaction with the principals/owners and all outside groups including state regulators, local government officials, and community groups.

Duties:

- Implement, oversee, and coordinate the day-to-day operation activities within the organization to ensure the success of the organization by attainment of organizational goals and objectives. Maintain record of Corporate governance with the Secretary.
- Provides the organization with the vision and leadership to carry out its mission.

- Maintains organizations focus on its mission and vision and balances organizational priorities through an inclusive strategic planning and management.
- Seeks out opportunities to improve organizational operations and shift organizational philosophy to integrate departments and programs to function as a strong, cohesive operation.
- Chairs all executive committee meetings.
- Builds an effective and responsive management team
- Develops policies and strategies for financial management including all revenues, expenses, and investments.
- Ensures rigorous accountability and long-term stability through the conservative fiscal management of resources.
- Guides and integrates all business processes and reinforce organizational structure to ensure the effectiveness of major programs and initiatives by focusing energies and operations to achieve agreed upon objectives.
- Encourages and facilitates the application of technology to enable the re-engineering of programs and processes to make optimal use of resource.

Qualifications:

- Bachelor's Degree, or MBA in related field or equivalent of six to ten years related experience and/or training, or equivalent combination of education and experience.
- Proven leadership and team building skills. Ability to build consensus, rally support around common goals and to motivate groups and individuals.
- Proven negotiation and mediation skills.
- Excellent computer skills in a Microsoft Windows environment.
- Effective oral communication.

Chief Financial Officer ("CFO")

Reports to: CEO

Supervises: Third Party Accounting

Job Description: The CFO is responsible for directing the fiscal functions of the company in accordance with generally accepted accounting principles issued by the Financial Accounting Standards Board, the Securities and Exchange Commission, other regulatory and advisory organizations and in accordance with financial management techniques and practices appropriate within the private and public industries.

Duties:

- Plan, develop, organize, implement, direct and evaluate the organization's fiscal function and performance.
- Participate in the development of the corporation's plans and programs as a strategic partner.
- Evaluate and advise on the impact of long-range planning, introduction of new programs/strategies and regulatory action.
- Provide timely and accurate analysis of budgets, financial reports and financial trends in order to assist the CEO and other senior executives in performing their responsibilities.
- Enhance and/or develop, implement, and enforce policies and procedures of the organization by way of systems that will improve the overall operation and effectiveness of the corporation.
- Improve budgeting process through education of department managers on financial issues impacting their budgets.
- Providing strategic financial input and leadership on decision making issues affecting the organization.
- Optimizing the handling of bank and deposit relationships.
- Develop a reliable cash flow projection process and reporting mechanism which includes minimum cash threshold to meet operating needs.

Qualifications:

- Must have 10+ years recent controllership experience and progressively responsible financial leadership roles.

- BS in Accounting or Finance, MBA and/or CPA highly desirable with a combination of ten to fifteen years related experience and/or training.

Chief Operating Officer ("COO")

Reports to: CEO

Supervises:

- Human Resources

Job Description: The COO is responsible for overseeing all testing processes and procedures in cooperation with Lab Director. The COO is responsible for overseeing the overall functions of the testing laboratory which includes day-to-day operations of administrative offices, testing, supply and inventory control.

Duties:

- Ensuring compliance with testing procedures
- Ensuring compliance with inventory reporting requirements
- Ensuring compliance with labeling and packaging requirements
- Collaborating with all department leads (security, HR, testing, etc.) to ensure smooth operations.

Qualifications:

- Bachelor's degree in business management, or equivalent practical experience in testing methods
- A minimum of 6 years' practical experience in hemp or cannabis testing
- Clear understanding of the compliance requirements relating to testing from the State.
- Demonstrated leadership qualities in the cannabis industry.
- Must have solid communication skills both written and oral.

Chief Compliance Officer

Reports To: CEO and CFO

Supervises:

- Legal Team
- HR Manager
- Security Director

Job Description: The Chief Compliance Officer ("CCO") is responsible for upholding the medical cannabis program throughout the facility operations to ensure overall compliance. The CCO will be responsible for communicating with the State to schedule inspections, reviewing policies and procedures and updating on a quarterly basis as well as educating all employees on compliance and regulations. The CCO will also assist the Facility Manager and Inventory Manager with quality control.

Duties:

- Ensuring accurate and timely reporting.
- Ensuring maintenance of mandated documentation requirements and storage.
- Reviewing SOPs to ensure policies and procedures reflect most updated rules and implement action for changes if/when needed.

Qualifications:

- Strong analytical abilities to apply complex, ever-changing legal regulations in the business landscape.
- Good organizational details with attention to detail to notice whenever operations are failing to adhere to SOPs.
- Courage and integrity to immediately alert senior managers when red flags arise.
- Possess the strategic business acumen to proactively resolve internal issues.
- Good communication skills.
- Studies/Experience in healthcare administration and facilitating business compliance.

Director of Community Relations

Reports To: CEO

Supervises: N/A

Job Description: The Director of Community Relations will provide visionary leadership, galvanize and deploy internal and external resources necessary to execute a model community engagement and diversity strategy, and oversee the team responsible for engaging the community. This person is also responsible for creating and overseeing programs and services that increase community engagement; and strengthen partnerships among the community to improve economic development and overall enrichment. Responsibilities include monthly, quarterly, and annual review of the diversity and community plan to track progress and assess areas for improvement.

Duties:

- Developing a strategy and programs designed to represent the organization favorably and make positive contributions to the community.
- Developing and expanding relationships with community leaders and media representatives.
- Directing or administering the charitable contributions and volunteer programs.
- Advance the Company on Diversity & Inclusion
- Work closely with CEO on designing, developing, monitoring and implementing strategies that advance the Company's commitment to creating a diverse and inclusive workplace, including programs designed to attract and retain diverse talent.
- Track success in the Company's efforts and report progress to internal and external stakeholders.

Qualifications:

- Extensive knowledge of local government processes.
- Requires 5 years experience related to workplace diversity, inclusion and culture.

- 1 to 3 years supervisory experience; through an internship, fundraising, volunteer work or other community-based role.
- Bachelor's degree in public relations, corporate communications, journalism, marketing or a related field.
- Good presentation and negotiation skills
- Experience measuring and improving effective diversity and inclusion programs is preferred.
- A JD or Master's degree is a plus.
- Experience working in a large law firm with multiple offices is helpful.
- Strong organizational and presentation skills, work ethic, initiative, and sense of urgency are also very important.

Human Resources Manager

Reports to: Chief Compliance Officer

Supervises: N/A

Job Description: The Human Resources Manager, works closely with the Chief Compliance Officer and Chief Executive Officer to provide structure for the organization to fulfill its mission. The Human Resources Manager will support the CEO in all personnel, payroll, employment and state and local compliance issues. The Human Resources Manager will support and value the contributions and potential of every individual and believes that people matter to the success of the organization.

Duties:

- Handle all new employee on-boarding, paperwork and timeclock set-up. Schedule necessary new employee training.
- Enter all employee data and updates as needed, maintaining all employee files
- Work with supervisors to administer personnel reviews and corrective actions, to ensure that any employee issues are addressed quickly and efficiently
- Work with supervisors to support hiring or termination needs

- Track employee insurance eligibility, training and review periods
- Provide on-going training as needed for updated certification, refresher courses or new topics
- Maintain and update employee handbooks, company policies and procedures as needed, review on quarterly basis, creating or editing policy as needed
- Work with Workers' Comp provider to maintain company Safety plan, and schedule employee training as needed for compliance
- Manage relationship with benefits providers and coordinate employee sign-ups
- Process payroll on bi-weekly schedule to include payroll data management, collection, adjustment and input, all wage garnishments, paycheck deductions and PTO requests
- Check payroll tax compliance, to ensure that taxes are being paid appropriately by payroll processing company
- Test and document all issues of compliance that are key to state regulations.

Qualifications:

- Bachelor's Degree, or related experience and/or training, or equivalent combination of education and experience. HR certification preferred.
- Notary Public appointment
- Ability to maintain strict confidentiality.
- Proven leadership and team building skills. Ability to motivate groups and individuals.
- Excellent computer skills in a Microsoft Windows environment.
- Effective written and oral communication.

Security Director

Reports To: CCO and COO

Supervises: Security Guards

Job Description: The Security Director works with the CEO in coordinating and directing all functions relating to the security and safety of employees and visitors of the facility. Responsibilities include working with the COO to create and oversee crisis and emergency management practices and develop policies, procedures and programs designed to enhance the safety and security of all company property, systems, and information.

Duties:

- Overseeing of all security functions.
- Completing all incident reports and coordinate response with CEO.
- Demonstrating strong ability to determine threats and make assessments.
- Developing SOPs to maintain safe environment for employees and visitors of the facility.
- Developing SOPs to maintain all security protocols and procedures.
- Maintaining open communication and dialogue with local, state, and federal law enforcement.

Qualifications:

- At least five years or relevant experience in security, policy, and management fields.
- Certification for coursework, training programs, and written examinations.
- Having excellent written and verbal communication skills.
- Being able to handle various security procedures.
- Having decision making skills.
- Having investigation skills.
- Knowledge of using computer systems, which may include setting up and using hardware and software programs, entering data or processing information.
- Skilled in monitoring and managing performance.
- Skilled in establishing and communicating performance expectations and metrics.
- Skilled in anticipating, identifying, analyzing and resolving conflict and problem.
- Skilled in completing comprehensive safety investigations including root cause analysis.

9.5 – Job descriptions of all non-managerial employee positions, showing clear delineation of qualifications and duties.

Receptionist

Reports To: Supervisor

Supervises: N/A

Job Description: The Receptionist is responsible for checking in visitors. Since the Receptionist is the front line of operations and will be the first person visitors will interact with when they visit the facility, it is imperative that this individual be professional, knowledgeable, and trustworthy.

Duties:

- Greeting and verifying all visitors
- Providing information regarding the testing laboratory and its services
- Answering the phone, taking messages, and directing incoming calls to the correct individual.
- Receiving all mail and non-medical marijuana related packages.
- Maintaining the cleanliness and needs of the Waiting/Lobby Area.
- Maintaining an accurate online database, to include organizing paperwork, data entry, scanning, printing, and faxing documents.

Qualifications:

- Strong time management and organizational skills.
- Excellent communication skills.
- Has initiative and high energy.
- Works well with the public.
- Has a basic understanding of the medical industry.
- Must be 21 years or older.
- Proficiency in using Microsoft Office Suite required.
- Highschool Diploma or Equivalent Experience. Some college a plus.

Security Guards

Reports To: Security Director

Supervises: N/A

Job Description: The Security Guards will be responsible for executing facility security procedures developed by the Security Director. Responsibilities include video surveillance, patrolling building perimeter, ensuring the overall safety of employees and company property.

Duties:

- Monitoring video surveillance for any security violations.
- Notifying and reporting to the Manager on any irregularities or occurrences during their patrolling duties.
- Maintaining and recording all occurrences in the security logs.
- Conducting regular checks/patrolling duties around the premises as required.
- Guarding the premises against intrusion or unauthorized entries.
- Protecting equipment and properties against acts of vandalism, theft, or sabotage.
- Permitting only authorized persons/visitors/vehicles to enter the premises.
- Monitoring of attendance of all staff and visitors.
- Maintaining an updated record of all dispensary employee vehicles to verify that they are authorized to be on the premises.
- Maintaining a high standard of discipline and vigilance at all times.

Qualifications:

- Excellent knowledge of security protocols
- Ability to operate security systems and emergency equipment
- Exceptional interpersonal skills
- Advanced verbal and written communication skills
- Ability to work alone or as part of a team

- Ability to solve problems as they arise
- Attention to detail
- Ability to react appropriately in stressful situations

9.6 – An executive summary, including mission statement, leadership background and qualifications, business style and philosophy, key personnel, identification of facility location(s) and function(s).

Executive Summary: ALA Labs, LLC doing business as Apollo Labs is an Alabama Limited Liability Company (hereinafter referred to as "Applicant" or the "Company"), interested in entering the medical cannabis industry to bring safely tested medical cannabis to Alabama's registered patients.

The Company plans to apply for one (1) Medical Cannabis Testing Laboratory License and intends to provide full panel and ala carte medical cannabis testing services. The Company's customers will be Alabama licensed medical cannabis businesses. Our facility will adhere to strict guidelines and mandates pursuant to, and in compliance with, all applicable state and local laws, rules, and regulations.

Our ultimate goal is to offer a wide array of testing services that is affordable and reliable, to promote it so effectively that brand loyalty is established among licensees, sustaining growth of our business. Attracting and retaining market share among the licensees will drive the growth of Company's business.

Mission Statement: Apollo Labs is the leading provider of cannabis laboratory services in Arizona. Founded by a team of industry professionals, our team of chemists, microbiologists, and researchers recognized a need to provide accurate and reliable results that go above and beyond industry standards. Bringing operational expertise from semiconductor R&D labs, our management team provides

extensive experience running high throughput laboratories and competency across all highly technical testing aspects.

Leadership Background and Qualifications

Dr. Clayton Yates – CV Attached

Ian Lev – CV Attached

Bryant Kearl – CV Attached

Business Style and Philosophy

Applicant's leadership is comprised of both local business professionals and national cannabis testing operators within the legal hemp/cannabis industry. Applicant has built an experienced team with deep ties to the best and most innovative minds in the testing industry to supplement their expertise in Alabama's Medical Cannabis Program.

Applicant will take its successful business experience and refocus its acumen to match the needs of Alabama. Applicant's proposed testing laboratory facility will reflect the State and City's diverse background and community needs, while simultaneously setting itself apart from competition.

Key Personnel

Applicant's Key Personnel include the following roles:

Dr. Clayton Yates – CV Attached

Ian Lev – CV Attached

Bryant Kearl – CV Attached

Identification of Facility Location(s) and Function(s)

Applicant secured 10-12 acres for the operation of a medical cannabis testing laboratory facility located in Tuskegee Industrial Park. See below for the facility layout. The proposed address meets all local and state zoning, land use, and entitlement requirements. Applicant's real estate selection strategy is based upon the criterion outlined below:

- **Local Participation:** Applicant's leadership resides in the selected local municipality and has been an active contributing member of society. Applicant looks to create opportunities for economic development through job creation and support of other local businesses throughout the Tuskegee and surrounding communities, as they has successfully done in the past through other businesses.
- **Zoning Compliance:** Location meets setback/zoning requirements pursuant to local and state laws.
- **Safety:** Company's facility is near the local Police Department. In addition to being in close proximity to the city's police station, Company's principals and Security Team will meet with local law enforcement to discuss our proposed business and security plan.

Facility Layout & Functions: Attached below is Applicant's Testing Laboratory Floor Plan with a brief description on the use of each area.

Apollo Labs currently occupies a 14,000 square foot purpose-built facility. Our facility is designed to not only serve the current market demands but expand with market growth. We intend to build a replica of this facility if awarded a license. Site plans are attached.

- **Reception / Waiting Area /Lobby** – This area will be a nicely decorated area where registered visitors will be able to "check-in", sign in to the visitors log.
- **Restrooms** – There will be independent unisex restrooms at the facility.
- **Quarantine** - A safe secure area where recalled or contaminated medical cannabis will be stored to be picked up for disposal.
- **Vault Room/Medical Cannabis Storage** – This safe and secure area is a restricted access area where all medical cannabis samples will be stored.
- **Security/Surveillance Room** – A room dedicated for security personnel to monitor activity throughout the facility.
- **Break Room** – A place for employees to enjoy a meal or a break.
- **Offices** – Dedicated office rooms for assigned managers to conduct meetings, maintain records, etc.

9.7 – Description of services and/ products to be cultivated, processed, transported, dispensed, or tested at each facility, as applicable, including: actual (or projected) pricing data, if applicable; actual (or projected) product lifespan, if applicable; projected benefits to consumers; patients, if any; and proprietary technology, if any.

Applicant will offer a wide variety of medical cannabis testing services. Applicant's proposed initial services and price list is provided below. To fully address this Business Plan's requirements, actual (or projected) product lifespan, projected benefits to consumers, patents, and propriety technology does not apply to Applicant as a testing laboratory.

Testing Services	Price
Full Panel Testing Packages	TBD Based on Market

Post Production Packages	TBD Based on Market
A la Carte Testing:	TBD Based on Market
Potency Testing	TBD Based on Market
Residual Solvents Testing	TBD Based on Market
Pesticides Testing	TBD Based on Market
Mycotoxins Screening	TBD Based on Market
Yeast & Mold Plating	TBD Based on Market
Coliform & E.Coli Plating	TBD Based on Market
Terpenes Testing	TBD Based on Market
Heavy Metals Testing	TBD Based on Market
Moisture Content	TBD Based on Market

9.8 – Advertising/marketing analysis and strategy, if any.

Applicant has developed a comprehensive marketing strategy, which reflects Applicant's dedication to educating qualifying patients about the importance associated with medical cannabis testing. Applicant's target market includes state licensed Integrated Facilities, Cultivators, Manufacturers and Dispensaries.

Advertising and Marketing Methods

Website, Blog, Social Media: Applicant will create an online and social media presence by building out a website that discusses our unique properties to include but not limited to:

- About Us
- Services Information
- Blog/News
- Contact Information
- Account Log-In (Client Portal)

Our website, as well as any social media pages, will be informational and event based in nature. These online channels will allow other licensed medical cannabis businesses, and patients/physicians to learn more about Applicant and our values, education, and our focus on providing patients the safest medical cannabis possible.

Applicant will utilize free social media platforms such as Facebook, LinkedIn, Twitter and Instagram. By consistently posting relevant content including infographics and medical cannabis news, our brand will slowly expand and gain awareness. Applicant will also send out newsletters to all other licensed cannabis businesses at an ad-hoc basis, which will include new services, current news, educational events information, and promotions.

Online Listings: Applicant will utilize Google Business as our online business listing service. Google refers to its local business listing platform as Google My Business. Google's local listings are intrinsically tied to local SEO.

Promotional Marketing Materials: Applicant will produce Trifolds and Leaflets with information about Applicant's general business, location, services and pricing, etc. as promotional marketing materials to distribute to other medical cannabis licensees.

Events: Co-Host/Host Educational Events: Applicant will host educational events at partnering dispensaries on designated evenings, at least once a week, for registered patients. Events will be based around patient needs, qualifying medical conditions as well as feature National Awareness Months topics to tie our educational events into mainstream media, to raise awareness. These events will also be added into our campaign strategy as well as online, social and grassroots marketing strategies. There will be a mix of health-focused and vibrant/lifestyle educational talks.

Associations/Organizations: Applicant has been proactive throughout our interest in entering into Alabama's medical cannabis market and have been involved with and will continue to participate in the following local industry organizations and associations to network with other licensed medical cannabis businesses and professionals:

- Alabama Medical Cannabis Association
- Alabama Cannabis Industry Association

9.9 – Community Engagement Plan, describing all efforts that have been or will be made to foster the Applicant's relationship with, involvement in, and commitment to any community (including municipality or county) in which the Applicant intends to locate a facility within the next three years.

Applicant's facility will be located in Tuskegee, AL. It is known for its close ties to historically black Tuskegee University.

To that end, Applicant has developed a Community Benefits Plan to support Tuskegee based on Applicant's understanding of its needs, as described above. Applicant's Community Engagement Strategy ("CES") objectives are to establish a process by which the community, including its residents and businesses, can express themselves regarding the Applicant's operations; to inform the community about medical cannabis in general and its developments; and to ensure that Applicant's approach genuinely reflects the community's needs. Applicant will proactively complete its outreach efforts through follow-up correspondence to community stakeholders, informing them that the Applicant and its management team have received their concerns. Applicant will then work to develop procedures and/or programs in response to the concerns raised. Applicant will create public awareness for the Alabama Medical Cannabis Program and provide education through the methods outlined below. By embedding itself into the fabric of the community, Applicant will emerge as a touchstone for information related to the cannabis industry. Additionally, Applicant, through its cultivation, plans on creating new jobs and prioritizing the hiring of local individuals. Applicant's goal is twofold as economic development will occur from new job creation as well as programs aimed at supporting other local businesses.

Job Creation: Applicant believes we have a corporate responsibility to provide quality job opportunities that benefit and support the local community, including individuals who have experienced exclusion and disenfranchisement from the labor market. Applicant's goal is to ensure job creation, economic development and revitalization in underdeveloped communities. Applicant's operations will begin with 14,000 square feet and will directly employ approximately 50-100 individuals for full-time positions. As operating capacity of

the facility is increased over time, Applicant will hire additional employees in various roles.

Working with Local Leadership: Applicant intends to develop and maintain relationships with local leadership in the community in order to be active in crucial issues needing change and to support the community through the operation of its testing laboratory.

Coordination with Local Law Enforcement: Applicant's leadership will participate in an ongoing dialogue with local law enforcement to ensure that there are no instances of concern. Local police and fire personnel will be invited to the facility for regular updates and inspection in order to ensure Applicant's facility is not vulnerable to break-ins and that community residents are secure.

Charitable Endeavors: Applicant will identify local charitable organizations to partner with in order to address the community's needs. Based on Applicant's research, Applicant will identify local organizations in need of support that we would like to offer our time and financial resources to help contribute to their success.

In sum, Applicant is confident that its robust Community Engagement Strategy will not only educate but will also enrich the lives of the local residents. Applicant aspires to operate the most respected and renowned cannabis testing facility in its proposed local municipality.

9.10 – An Environmental Impact Statement, outlining the anticipated impact of each of the Applicant's proposed operations, per facility, on the local environment; the Applicant's efforts or plans, if any, to build a relationship to foster cooperation and compliance with federal, state and local agencies providing environmental oversight; and any steps the Applicant has taken or will take to reduce or eliminate its carbon footprint and/or to achieve and maintain a positive environmental profile in each community where the Applicant intends to locate and operate a facility within the next three years.

Applicant is comprised of local business leaders who are familiar with practicing environmental ethics to minimize the adverse impact of conducting business on the environment. Applicant understands that the proposed establishment and ongoing operations of a business which tests medical cannabis has the potential to impact the environment in several ways. A preliminary evaluation has been made of possible significant impacts to the environment and mitigation measures that can be incorporated into the planning, design, day-to-day operations, sourcing of product packaging materials, and product packaging recycling methods.

Furthermore, Applicant's leadership will establish and maintain a relationship to foster cooperation and compliance with federal, state and local agencies providing environmental oversight such as the U.S. Environmental Protection Agency, Alabama Department of Environment Management and Alabama Department of Conservation and Natural Resources.

Sustainable Packaging Plans: Applicant intends to use eco-friendly packaging that is responsibly designed, streamlined, biodegradable, and easily recycled or reused. Greener packaging ensures our products are kept safely and delivered to other licensed cannabis businesses, without sacrificing the environment in the process. Furthermore, Applicant will ensure that all packaging offered is recyclable/reusable and properly labeled with standard recycling symbols (3-sided triangular arrow with numbers in the center and letters underneath) to indicate the proper sorting of the recyclable material.

Sustainability in Design and Planning: Applicant's commitment to the environment begins with its overall facility design, which will incorporate state-of-the-art environmentally friendly building materials, fixtures, and installations. By building a sustainable facility from the start, Applicant will minimize its environmental impact throughout the course of its business operations at that location well into the future. The entire building will be inspected and repaired as necessary to ensure maximum energy efficiency with regard to HVAC systems. Applicant's lighting systems will use low-energy LED lighting fixtures and lamps throughout the building. All sinks and toilets will feature low-flow technology, drastically

reducing water usage and water waste. Mechanical equipment and major appliances (such as refrigerators) will be energy efficient.

Energy Efficient: Applicant's facility will be designed and maintained with energy conservation in mind. All construction materials will meet or exceed standards for heating and cooling. The HVAC system will be on scheduled maintenance to ensure it runs at the most efficient levels. Applicant will engage the local utility Company to provide audits of the Heating & Air Conditioning, Air Sealing, Insulation, Appliances, Lighting, and Water Heating. Each area of the facility will have separate thermostats, which are programmed to manage the air temperature in accordance with Occupational Health and Safety Administration's recommended workplace temperatures in the range of 68-76 degrees Fahrenheit.

Odor Control: The facility shall be renovated to include environmental controls to prevent and mitigate cannabis odors emitting from the building as well as overall air quality. Applicant shall ensure the HVAC system is equipped with Merv 16 HEPA filters (or similar) to reduce airborne contaminants and activated carbon filters (designed specifically for cannabis operations) to mitigate odor nuisances that may otherwise emanate from the facility. Merv 16 HEPA filters are designed Pre-Pleat with activated carbon works almost like an odor "sponge." This versatile filter is an excellent choice in commercial/industrial settings for the remediation of minor odor problems. This filter combines the low resistance high dust holding capacity of a pleated filter with the odor removing abilities of activated carbon. The base filtration medium is polyester synthetic fiber. It has a generous 100% add-on of activated carbon by weight. As odor producing gases come into contact with the activated carbon in the filter, they are adsorbed, wrapped, and held in millions of microscopic carbon pores. The activated carbon used in this filter is a coconut shell material with an activity level of 60% or more when subjected to the most common test, using carbon tetrachloride.

Applicant will also implement the M130 Vapor Unity system, which provides the safe dispersion of dry vapor particles to eliminate odors without adding artificial masking scents into the air. A similar system is used in cannabis cultivations where it has been shown to be

100% effective on the main groups of odor causing chemical compounds found in cannabis, including, but not limited to, the cannabinoids, terpenes, and sesquiterpenes groups. The deodorizing product is a blend of plant oils, food-grade surfactant, and purified water. It is biodegradable, non-toxic, and, most importantly, 100% safe. The system is small and portable, which will allow employees to utilize it as needed in the areas most affected by odors.

All odor-emitting activities, including intake areas for cannabis and cash, shall take place in the most secured areas, which will be designed with additional air filtration systems. Applicant shall further control odors by scheduling the intake of cannabis to specified days and times so that any supporting odor mitigation and deodorizing systems can be scheduled to support these times. Chemicals used in the facility for cleaning shall be low VOC and food-grade wherever possible. This will protect the overall environment and allow more efficient operation of the air filtration system since it will have fewer airborne contaminants to remove. All cleaning agents will be stored in locked and labeled cabinets to prevent accidental misuse or the leaking of any nauseous gasses.

Sustainability in Business Operations:

Paper and Cardboard Waste: Applicant is mindful that certain business activities will require actual hard copies of documents to be produced and held on-site. Nonetheless, Applicant will strive to minimize typical business waste in the form of paper by encouraging the use of electronic recordkeeping for all notetaking and correspondence when possible. All paper and cardboard waste generated by Applicant's business activities will be 100% recycled. Properly labeled paper and cardboard recycling receptacles will be conveniently located throughout the facility. Applicant will maintain a contract with a certified recycling waste hauler for regular pickups of recyclable paper and cardboard materials.

Plastic and Glass Waste: All recyclable plastic and glass waste generated by Applicant's testing activities will be 100% recycled. Properly labeled plastic and glass recycling receptacles will be conveniently located throughout the facility. Applicant will maintain a

contract with a certified recycling waste hauler for regular pickups of recyclable plastic and glass materials.

Smart Energy Controls: Applicant's facility will feature smart energy controls for lighting and HVAC systems. Rooms with intermittent occupancy (such as restrooms, offices, secure vault, and quarantine room) will have motion-activated lighting controls to automatically dim lighting when no persons are present in the room. Similarly, HVAC systems will have smart controls to reduce energy usage in unoccupied areas of the facility and timing controls to reduce energy usage during hours when the facility is closed for business. Applicant will ensure that all regulatory requirements and safety considerations are adhered to regarding proper HVAC of medical cannabis storage areas and the sufficiency of lighting and illumination levels in various facility areas. Restroom handwashing sinks will feature motion-activated water spigots to reduce water waste, and restrooms will feature dual-flush toilets to reduce water consumption and waste further.

Water Conservation: All applicable areas will employ water-efficient fixtures, which are EPA WaterSense certified, to include dual-flush toilets and 1.28 gallons per flush toilets. Handwashing areas will have automatic sensors to reduce over-usage and minimize waste, and faucets will flow at a rate of fewer than 2.5 gallons per minute.

9.11 – Insurance plan, including declarations pages and letters of intent, if any, from an A-rated insurer as to, at a minimum, casualty, workers' compensation, liability, and (as 25 applicable) auto or fleet policy.

Not Applicable at Current Time.

Exhibit 10 – Evidence of Business Relationship with Other Licensees and Prospective Licensees.

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

- **10.1 – Any Cultivator or prospective Cultivator.**
  - Twister Herb Cultivation
- **10.2 – Any Processor or prospective Processor.**
  - Organic Harvest Lab
- **10.3 – Any Secure Transporter or prospective Secure Transporter.**
  - No Current Business Relationships
- **10.4 – Any Dispensary or prospective Dispensary.**
  - No Current Business Relationships
- **10.5 – Any Integrated Facility or prospective Integrated Facility.**
  - Trulieve
  - Story Cannabis (Jemmstone Alabama)

ALL CONTRACTS ARE BELOW:

AGREEMENT REGARDING INTENT TO ENTER INTO A PURCHASE AND SALE AGREEMENT

1. This Agreement ("Agreement") is entered into on December 13, 2022 ("Effective Date") by and between ALA Labs, LLC ("Lab") a AL "Potential" analytical cannabis testing lab located at 212 W. Troy St. STE B Dothan, AL 36303 and , Organic Harvest Lab, LLC, an AL "Potential" Processor and Alabama limited liability company of 631 20th St N, Bessemer, AL 35020 ("Processor") (collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Cultivator desires to have its cannabis product tested at the Lab.

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Lab agrees to provide appropriate testing as is required under Alabama regulations to Cultivator.

WHEREAS, the Parties acknowledge that their ability to legally conduct the desired transaction of finished cannabis product is contingent upon each obtaining their respective licensure from the Alabama Medical Cannabis Commission.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Parties agree as follows:

1. Proposed Transaction. Should both Parties obtain licensure from the Alabama Medical Cannabis Commission, the Parties shall promptly confer in good faith to negotiate and execute a mutually agreeable definitive agreement outlining the terms of the proposed testing arrangement (the "Definitive Agreement") that will contain usual and customary provisions typically included in medical cannabis laboratory contracts of a similar nature and will set forth the terms and conditions upon which Lab will agree to test certain cannabis product provided by Processor. The Definitive Agreement shall address, *inter alia*, the following: (i) the type(s) of lab services to be provided by the Lab (the "Services"); (ii) the price for the Services and how Processor will remit payment; (iii) Service warranties, disclaimers, and limitations of liability; (iv) confidentiality, non-compete, non-solicitation, and the like; (v) compliance with laws; (vi) reporting; (vii) term and termination; (viii) indemnification; and (ix) governing law.

2. Term and Termination. The rights and obligations of the Parties contained in this Agreement shall expire upon the earlier of: (i) either Party not obtaining licensure from the Alabama Medical Cannabis Commission; or (ii) execution of the Definitive Agreement; provided, however, Sections 6 and 7 shall survive termination.

3. Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the proposed transaction contemplated hereby, including without limitation (i) its application for licensure from the Alabama Medical Cannabis Commission; (ii) the performance of its obligations under this Agreement; and (iii) and drafting and negotiating the Definitive Agreement.

4. Relationship of the Parties. Neither Party to this Agreement will, for any purpose, be deemed to be an agent of the other, and the relationship between the Parties will only be that of independent

contractors. Neither Party to this Agreement will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect whatsoever.

5. Authority. The Parties represent and warrant that each has the corporate right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution, delivery, and performance by such Party of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate any provision of law or of such Party's charter or bylaws or result in the breach of or constitute a default under or require any consent under any other agreement or instrument to which such Party is a party or by which such Party may be bound or affected.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the state of Alabama or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Alabama.

7. Confidentiality.

a. During the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

b. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

c. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving

Party shall be responsible for any breach of this Section caused by any of its representatives.

8. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties any rights or remedies under or by reason of this Agreement.

9. No Assignment. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party.

10. Non-Waiver. The failure of either Party to enforce at any time or for any period any of the provisions of this Agreement will not be construed to be a waiver of those provisions or of the right of that Party thereafter to enforce each and every provision hereof.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

12. Notices. All notices required or permitted under this Agreement will be in writing and shall be sent to the addresses set forth above or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this section.

13. Severability. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such term will be severed from the Agreement and the remaining terms and provisions hereof will be unimpaired and remain in full force and effect.

Signature Page Follows Next

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

LAB:
ALA Labs, LLC

By: _____

Name: _____

Title: CEO

Processor:
Organic Harvest Lab, LLC

By: _____

Name: Jason Cobb

Title: CEO – Managing Member

AGREEMENT REGARDING INTENT TO ENTER INTO A PURCHASE AND SALE AGREEMENT

1. This Agreement ("Agreement") is entered into on December 15, 2022 ("Effective Date") by and between ALA Labs, LLC ("Lab") a AL "Potential" analytical cannabis testing lab located at 212 W. Troy St. STE B Dothan, AL 36303 and **,Twisted Herb Cultivation LLC**, an AL "Potential" Cultivation Facility and Alabama limited liability company of **8385 Mobile Hwy Greenville, AL 36037** ("Cultivator") (collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Cultivator desires to have its cannabis product tested at the Lab.

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Lab agrees to provide appropriate testing as is required under Alabama regulations to Cultivator.

WHEREAS, the Parties acknowledge that their ability to legally conduct the desired transaction of finished cannabis product is contingent upon each obtaining their respective licensure from the Alabama Medical Cannabis Commission.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Parties agree as follows:

1. Proposed Transaction. Should both Parties obtain licensure from the Alabama Medical Cannabis Commission, the Parties shall promptly confer in good faith to negotiate and execute a mutually agreeable definitive agreement outlining the terms of the proposed testing arrangement (the "Definitive Agreement") that will contain usual and customary provisions typically included in medical cannabis laboratory contracts of a similar nature and will set forth the terms and conditions upon which Lab will agree to test certain cannabis product provided by Cultivator. The Definitive Agreement shall address, *inter alia*, the following: (i) the type(s) of lab services to be provided by the Lab (the "Services"); (ii) the price for the Services and how Cultivator will remit payment; (iii) Service warranties, disclaimers, and limitations of liability; (iv) confidentiality, non-compete, non-solicitation, and the like; (v) compliance with laws; (vi) reporting; (vii) term and termination; (viii) indemnification; and (ix) governing law.

2. Term and Termination. The rights and obligations of the Parties contained in this Agreement shall expire upon the earlier of: (i) either Party not obtaining licensure from the Alabama Medical Cannabis Commission; or (ii) execution of the Definitive Agreement; provided, however, Sections 6 and 7 shall survive termination.

3. Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the proposed transaction contemplated hereby, including without limitation (i) its application for licensure from the Alabama Medical Cannabis Commission; (ii) the performance of its obligations under this Agreement; and (iii) and drafting and negotiating the Definitive Agreement.

4. Relationship of the Parties. Neither Party to this Agreement will, for any purpose, be deemed to be an agent of the other, and the relationship between the Parties will only be that of independent

contractors. Neither Party to this Agreement will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect whatsoever.

5. Authority. The Parties represent and warrant that each has the corporate right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution, delivery, and performance by such Party of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate any provision of law or of such Party's charter or bylaws or result in the breach of or constitute a default under or require any consent under any other agreement or instrument to which such Party is a party or by which such Party may be bound or affected.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the state of Alabama or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Alabama.

7. Confidentiality.

a. During the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

b. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

c. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving

Party shall be responsible for any breach of this Section caused by any of its representatives.

8. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties any rights or remedies under or by reason of this Agreement.

9. No Assignment. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party.

10. Non-Waiver. The failure of either Party to enforce at any time or for any period any of the provisions of this Agreement will not be construed to be a waiver of those provisions or of the right of that Party thereafter to enforce each and every provision hereof.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

12. Notices. All notices required or permitted under this Agreement will be in writing and shall be sent to the addresses set forth above or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this section.

13. Severability. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such term will be severed from the Agreement and the remaining terms and provisions hereof will be unimpaired and remain in full force and effect.

Signature Page Follows Next

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

LAB:
ALA Labs, LLC

By: _____

Name: Ian Lee

Title: CEO

CULTIVATOR:
Twisted Herb Cultivation, LLC

By: _____

Name: Bill McNeal

Title: Owner

License Type: Integrated Facility

LABORATORY SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made by and between ALA Labs LLC., an Alabama Corporation with its principal place of business at 212 W. Troy St., Ste. b Dothan, AL 36303("STATE TESTING LABORATORY") and Trulieve AL, Inc., an Alabama corporation with its principal place of business at 485 Bishop St. Fort Deposit, AL ("INTEGRATED FACILITY").

STATE TESTING LABORATORY wishes to enter into a non-exclusive services relationship with INTEGRATED FACILITY on the terms and conditions set forth in this Agreement and INTEGRATED FACILITY is willing to accept such a services relationship on a non-exclusive basis.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, STATE TESTING LABORATORY and INTEGRATED FACILITY agree as follows:

1. **Engagement**

INTEGRATED FACILITY engages STATE TESTING LABORATORY on a non-exclusive basis for the purposes stated in this Agreement and STATE TESTING LABORATORY accepts this engagement on a non-exclusive basis during the time that STATE TESTING LABORATORY is providing goods or services for INTEGRATED FACILITY under this Agreement, and for all purposes outlined in this document.

2. **Goods or Services**

a) STATE TESTING LABORATORY will provide analytical laboratory testing services ("Services") from time to time per request of INTEGRATED FACILITY to INTEGRATED FACILITY. These Services include, but are not necessarily limited to, identifying cannabinoids, terpenoids, pesticides, metals, mycotoxins, microbial matter, and solvents in samples submitted to STATE TESTING LABORATORY.

b) STATE TESTING LABORATORY will provide consultation services from time to time per request of INTEGRATED FACILITY, which may include, but is not limited to, sample preparation, sample extraction, sample disposal, sample reporting, instrumentation

calibration, standard operating procedure development, methodology, quality control reviews, and state-mandated auditing.

c) STATE TESTING LABORATORY will provide other goods or services as INTEGRATED FACILITY and STATE TESTING LABORATORY mutually agree in writing.

3. **Compensation**

a) Subject to any changes as may be mutually agreed by the parties in writing, STATE TESTING LABORATORY will receive compensation under this Agreement, pursuant to the Fee Schedule contained in Exhibit A attached to this agreement and incorporated herein.

b) Prices are quoted in U.S. dollars and are valid for ninety (90) days after the quote date, unless stated otherwise. Extraordinary logistics, protocol, report revisions, and consultations may incur additional fees.

c) Where STATE TESTING LABORATORY agrees in its sole discretion to provide the Services on credit, INTEGRATED FACILITY shall pay 100% of the total price listed on the invoice for the undisputed Services within thirty (30) days from the invoice date. All payments shall be made in U.S. dollars.

d) Without liability to any person and without prejudice to any other remedy, STATE TESTING LABORATORY has the rights to withhold communication of analytical reports if INTEGRATED FACILITY is more than thirty (30) days late in paying any undisputed amounts owing to STATE TESTING LABORATORY.

e) STATE TESTING LABORATORY shall submit invoices to INTEGRATED FACILITY monthly or upon completion of Services and INTEGRATED FACILITY shall remit payment for the same for all undisputed amounts within thirty (30) days of submission of such invoice.

f) Any credit terms allowed to INTEGRATED FACILITY may be changed or withdrawn at any time. If, in the opinion of STATE TESTING LABORATORY, the creditworthiness of INTEGRATED FACILITY deteriorates before completion of the Services and/or delivery of the test results and reports related thereto, STATE TESTING LABORATORY may require full or partial payment of the price prior to the completion of the Services and/or delivery of the test results and reports related thereto or the provision of security for payment by

INTEGRATED FACILITY in a form acceptable to STATE TESTING LABORATORY. STATE TESTING LABORATORY will notify INTEGRATED FACILITY of this requirement.

g) In the event that service project duration extends over more than 4 months, a deposit of 25% of the overall project quote will be required before any work starts. The remaining balance will be payable upon terms in accordance with this Section.

4. Orders, Consultation, Sample Submissions, Test Results/Reports

a) INTEGRATED FACILITY shall make a purchase by issuing to STATE TESTING LABORATORY a written purchase order, which will include the tests or services requested, and any applicable STATE TESTING LABORATORY part numbers, descriptions, and prices using STATE TESTING LABORATORY'S Chain of Custody ("COC") form.

b) INTEGRATED FACILITY may, from time to time, provide samples or other materials ("Materials") to STATE TESTING LABORATORY to be tested or otherwise used in connection with STATE TESTING LABORATORY'S performance of the Services. INTEGRATED FACILITY represents, warrants, and covenants that:

(i) INTEGRATED FACILITY has all right, title and interest in and to any Materials provided to STATE TESTING LABORATORY, or that it has the right to provide such Materials to STATE TESTING LABORATORY in connection with the Services;

(ii) If the Materials provided by INTEGRATED FACILITY contain (or are suspected to contain) any known hazardous materials or active infectious agents, including, without limitation, bacteria, fungi, mycoplasmas, viruses, prions or other materials that may be harmful to humans, the samples will be packaged, labeled, and shipped appropriately and in accordance with all applicable laws;

c) INTEGRATED FACILITY shall be responsible for ensuring and paying for timely delivery of the samples to be tested by STATE TESTING LABORATORY.

d) Test results and report dates are estimated as accurately as possible at the time orders are placed. Result communication dates may be different than scheduled and STATE TESTING LABORATORY shall not be liable for any liability of or injury to INTEGRATED FACILITY resulting from such difference.

e) Test results and final reports are sent by email to the contacts listed on the COC. A hard copy of such results and reports can be provided upon request for an additional fee.

f) U.S. law regulates the export and import of any samples subject to the Services provided by STATE TESTING LABORATORY under the terms set forth herein. Any required export and import authorizations must be obtained prior to shipment, and diversion contrary to U.S. and non-U.S. law is prohibited.

By ordering the Services, INTEGRATED FACILITY agrees to comply strictly and fully with all export and import controls and regulations imposed on the samples by the U.S. and any country or organization or nations within whose jurisdiction INTEGRATED FACILITY operates or does business.

5. Subcontractors

STATE TESTING LABORATORY may cause another person or entity, as a subcontractor of STATE TESTING LABORATORY, to provide some of the goods or services required hereunder; provided, that STATE TESTING LABORATORY shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by STATE TESTING LABORATORY'S obligations under this Agreement).

6. Conflict of Interest

STATE TESTING LABORATORY'S engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of INTEGRATED FACILITY. STATE TESTING LABORATORY will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with INTEGRATED FACILITY'S best interest.

7. Confidentiality

a) Information. STATE TESTING LABORATORY recognizes that certain confidential information may be furnished by INTEGRATED FACILITY to STATE TESTING LABORATORY in connection with its services pursuant to this Agreement ("Confidential Information"). STATE TESTING LABORATORY agrees that it will only disclose Confidential Information to a third party at the specific direction of INTEGRATED FACILITY. However, disclosure by

STATE TESTING LABORATORY of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement so long as STATE TESTING LABORATORY

Provides INTEGRATED FACILITY with prompt written notice of such request(s) so that the INTEGRATED FACILITY may, at the INTEGRATED FACILITY's option, (a) seek an appropriate protective order; (b) consult with STATE TESTING LABORATORY on the advisability of taking steps to resist or narrow such request or requirement; or (c) waive in writing STATE TESTING LABORATORY's compliance with the provisions of this Agreement for the sole purpose of complying with the request. If, in the absence of a protective order or the receipt of a written waiver hereunder, STATE TESTING LABORATORY is nonetheless, in the reasonable opinion of its counsel, compelled to disclose Confidential Information to any governmental tribunal or else stand liable for contempt or suffer other censure or penalty, STATE TESTING LABORATORY will cooperate with INTEGRATED FACILITY at INTEGRATED FACILITY's expense in any attempt that INTEGRATED FACILITY may make to obtain an order or other reliable assurance that confidential treatment will be provided by such tribunal for all or designated portions of such Confidential Information disclosed by STATE TESTING LABORATORY and shall thereafter disclose only such portions of the Confidential Information as legally required.

STATE TESTING LABORATORY'S processes and methods will remain confidential between STATE TESTING LABORATORY and INTEGRATED FACILITY. These processes and methods include, but are not limited to, identifying cannabinoids, terpenoids, pesticides, metals, mycotoxins, microbial matter, and the processing and analyses of the data generated by such products, processes, or methods.

b) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property, of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the party's prior consent.

8. Indemnification Rights and Limitation of Liability

a) Indemnification. INTEGRATED FACILITY will promptly defend, indemnify and hold STATE TESTING LABORATORY harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which STATE TESTING LABORATORY may incur as a result of any violation by INTEGRATED FACILITY of any law, or any loss or expense to STATE TESTING LABORATORY caused by the misrepresentation, negligent act or omission, or any breach of any of INTEGRATED FACILITY'S obligations under this Agreement.

STATE TESTING LABORATORY shall indemnify and hold INTEGRATED FACILITY harmless regarding any claims made by third parties related to the services provided by STATE TESTING LABORATORY to INTEGRATED FACILITY under the certain Laboratory Services Agreement or any claims brought by any third party against INTEGRATED FACILITY related to the services provided by STATE TESTING LABORATORY to INTEGRATED FACILITY so as to fully defend and indemnify INTEGRATED FACILITY, at STATE TESTING LABORATORY'S cost (including reimbursing INTEGRATED FACILITY for any out of pocket defense expenses or attorneys' fees), including any affiliate, parent or subsidiary entity of INTEGRATED FACILITY or any shareholders, directors, officers, employees, members, managers, representatives or consultants thereof, and STATE TESTING LABORATORY shall hold INTEGRATED FACILITY harmless from and against all claims, costs, liabilities, damages, and judgments (including attorneys' fees and court costs) that Company may suffer or incur arising out of any claims by any party related to the services provided by STATE TESTING LABORATORY to INTEGRATED FACILITY.

9. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows

If to STATE TESTING LABORATORY:	If to INTEGRATED FACILITY:
Apollo Labs Corp.	Trulieve AL, Inc.
c/o Ian Lev	c/o Eric Powers
212 W. Troy St. Ste. B	3494 Martin Hurst Rd.
Dothan, AL 36303	Tallahassee, FL 32312
	legal@trulieve.com

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

10. Term and Termination

The Effective Date of this Agreement is December 13, 2022. The term of STATE TESTING LABORATORY'S engagement under this Agreement (the "Term") will begin as of the Effective Date and will remain in effect indefinitely. Either party may terminate this Agreement by giving the other party at least thirty (30) days' written notice of its intent to terminate. In the event such termination is effective during the Term, INTEGRATED FACILITY shall be responsible to compensate STATE TESTING LABORATORY for any undisputed goods or services performed prior to the date of termination and STATE TESTING LABORATORY shall be responsible to INTEGRATED FACILITY to continue to provide goods or services until the date of termination of this Agreement.

11. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or

enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement and the rights and duties of the parties arising out of or related to the Agreement shall be governed by and interpreted in accordance with the laws and rules of the State of Florida. Any action arising out of or related to the Agreement, whether at law or in equity, shall be commenced and maintained and venue shall properly be in Polk County, Florida.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees, and successors in the interest of the parties hereto.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) No Remuneration. STATE TESTING LABORATORY shall not receive any remuneration, commission or fees relating to the purchase of any products it may recommend to INTEGRATED FACILITY except as recommended in the course of a consulting relationship, the terms and remuneration for which shall be established in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be duly executed on the date first written above.

[SIGNATURE PAGE FOLLOWS]

STATE TESTING LABORATORY

By:

Name: Ian Lev

Title: CEO

Date: 12/21/22

INTEGRATED FACILITY

By: DocuSigned by: 05E8E18E08924CA...

Name: Eric Powers

Title: Chief Legal Officer

Date: 12/21/2022

AGREEMENT REGARDING INTENT TO ENTER INTO A PURCHASE AND SALE AGREEMENT

This Agreement ("Agreement") is entered into on December 8, 2022 ("Effective Date") by and between ALA Labs, LLC ("Lab") a Alabama LLC "Potential" analytical cannabis testing lab Jemmstone Alabama, LLC, an AL "Potential" Integrated Facility and Alabama limited liability company of 3378 Moffett Rd., Mobile, AL 36607 ("Cultivator") (collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Cultivator desires to have its cannabis product tested at the Lab.

WHEREAS, upon its licensure from the Alabama Medical Cannabis Commission, Lab agrees to provide appropriate testing as is required under Alabama regulations to Cultivator.

WHEREAS, the Parties acknowledge that their ability to legally conduct the desired transaction of finished cannabis product is contingent upon each obtaining their respective licensure from the Alabama Medical Cannabis Commission.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, the Parties agree as follows:

1. Proposed Transaction. Should both Parties obtain licensure from the Alabama Medical Cannabis Commission, the Parties shall promptly confer in good faith to negotiate and execute a mutually agreeable definitive agreement outlining the terms of the proposed testing arrangement (the "Definitive Agreement") that will contain usual and customary provisions typically included in medical cannabis laboratory contracts of a similar nature and will set forth the terms and conditions upon which Lab will agree to test certain cannabis product provided by Cultivator. The Definitive Agreement shall address, *inter alia*, the following: (i) the type(s) of lab services to be provided by the Lab (the "Services"); (ii) the price for the Services and how Cultivator will remit payment; (iii) Service warranties, disclaimers, and limitations of liability; (iv) confidentiality, non-compete, non-solicitation, and the like; (v) compliance with laws; (vi) reporting; (vii) term and termination; (viii) indemnification; and (ix) governing law.

2. Term and Termination. The rights and obligations of the Parties contained in this Agreement shall expire upon the earlier of: (i) either Party not obtaining licensure from the Alabama Medical Cannabis Commission; or (ii) execution of the Definitive Agreement; provided, however, Sections 6 and 7 shall survive termination.

3. Costs and Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the proposed transaction contemplated hereby, including without limitation (i) its application for licensure from the Alabama Medical Cannabis Commission; (ii) the performance of its obligations under this Agreement; and (iii) and drafting and negotiating the Definitive Agreement.

4. Relationship of the Parties. Neither Party to this Agreement will, for any purpose, be deemed to be an agent of the other, and the relationship between the Parties will only be that of independent contractors. Neither Party to this Agreement will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other Party, whether expressed or implied, or to bind the other Party in any respect whatsoever.

5. Authority. The Parties represent and warrant that each has the corporate right, power, and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution, delivery, and performance by such Party of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate any provision of law or of such Party's charter or bylaws or result in the breach of or constitute a default under or require any consent under any other agreement or instrument to which such Party is a party or by which such Party may be bound or affected.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the state of Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the state of Alabama or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Alabama.

7. Confidentiality.

a. During the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information").

b. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by, or in the possession of, the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

c. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its representatives.

8. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties any rights or remedies under or by reason of this Agreement.

9. No Assignment. Neither this Agreement, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party.

10. Non-Waiver. The failure of either Party to enforce at any time or for any period any of the provisions of this Agreement will not be construed to be a waiver of those provisions or of the right of that Party thereafter to enforce each and every provision hereof.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

12. Notices. All notices required or permitted under this Agreement will be in writing and shall be sent to the addresses set forth above or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this section.

13. Severability. In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal or unenforceable in any respect, such term will be severed from the Agreement and the remaining terms and provisions hereof will be unimpaired and remain in full force and effect.

Signature Page Follows Next

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

LAB:
ALA Labs

By: DocuSigned by: Ian Lev 0B9500314DF4420...

Name: Ian Lev

Title: CEO

CULTIVATOR:
Jemmstone Alabama, LLC

By: DocuSigned by: A502003BAB644DD...

Name: Brett Terry

Title: COO

Exhibit 11 – Standard Operating Plan and Procedures

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

Exhibit 11 – Standard Operating Plans and Procedures

11.1 – IT Plan for ensuring accurate recordkeeping

- A centralized server will be installed in the facility (minimum 10 TB of storage, with options for expanded local or secure cloud-based backup) on a local network with all machines in the facility to prevent external intrusion
- Storage drives for each computer type listed below will be mirrored to a centralized storage server on a minimum of a weekly basis:
  - Computers controlling any instrument performing raw data acquisition, analysis, and storage
  - Computers on which any data is aggregated and analyzed for quality control purposes
  - Computers from which data is uploaded to Alabama's chosen Seed-to-Sale Tracking system, and from which anomalous or failing data is reported to licensees, the Commission, or any other entity
  - Computer(s) responsible for inventory control and tracking
- Mandatory secondary check by lab staff of data to be entered into the Seed-to-Sale reporting s system where any hand entry is to be performed prior to any release of data
  - Samples with analytes of interest detected but below State control limits are to be reported in writing to management
  - Samples with analytes of interest detected above State control limits are to be reported in writing to management and submitted to the Commission and Licensee, as well as any other entities the AMCC chooses

- A Laboratory Information Management System (LIMS) will be used for internal tracking of data prior to submission to the Seed-To-Sale tracking system chosen by the AMCC
- Regular Laboratory Information Management System (LIMS) audits will be performed by staff (manager or compliance officer) on a weekly basis to ensure that errors in data recording on third-party LIMS systems have not occurred
- A third party IT company will be contracted for the installation and/or implementation of any State-Mandated inventory tracking systems. Otherwise, internal tracking systems will be created and instituted to track all inventory-control related mandated by the program based on current tracking systems implemented by the company, compliant with Alabama-specific requirements

11.2 – Plan for Maintenance and Storage of Medical Cannabis

- ;All medical cannabis products are to be stored under secure conditions elaborated in detail in section 16 – Security Plan
- Samples received at the lab through any valid source (e.g. Dispensaries, Growers, Medical Licensees, etc.) are to be received and subsequently stored in a secure room monitored by the facility CCTV system. Sample retains are likewise to be stored in a secure room under equivalent conditions
- Only state-licensed laboratory staff are to have access to cannabis products in storage.
    - Intake staff, chemistry/microbiology staff, and management will have access, with records of amount of sample removed for each analysis type to include timestamped logs recording personnel responsible for removal of the sample
    - QR codes will be used to track use of samples within the laboratory to ensure that sample information is accurately entered during intake, when sample ID's are entered into

instrument worklists, and for destruction. Scans involving a change in inventory (intake of sample, destruction during testing, and destruction at the end of a determined retain period) will require logging of personnel information along with a time stamp for traceability

- All medical cannabis products are to be stored under conditions specified by the packaging or by Committee rules
    - Example: samples mandating storage at refrigerated temperatures (approximately 4-8C) will be stored in refrigerators monitored by certified thermometers logged on a daily basis

11.3 Quality Control/Quality Assurance Plan

- See Exhibit 20

11.4 Recall, Return, and Remediation Plan

- See Exhibit 23

11.5 Criminal Activity Plan

- See Exhibit 16 (Security Plan) for detailed preventative measures and reiteration of reporting policies
- Any suspected diversion of medical cannabis products must be reported to management immediately, triggering a confirmatory internal audit of inventory
    - If diversion is confirmed, the event must be reported to local law enforcement as well as the Commission, or to any other local or state agencies decided upon by the Commission
    - Any laboratory staff members found to be involved in diversion will be immediately terminated and reported to regulatory bodies and law enforcement

11.6 Emergency Procedures/Disaster Plan

- All client and internal digital data will be stored on a centralized server with redundant backups to ensure maintenance of data in the event of an emergency or disaster causing loss of primary storage equipment
- Any documents related to sample tracking containing handwritten signatures, initials, dates, etc. are to be scanned and likewise stored on the centralized server to prevent loss of information related to transfers or chain of custody
- Medical cannabis samples are to be stored in sealed, secured rooms without immediate external access (i.e. without windows, or with windows that have been sealed over semi-permanently) to prevent loss during natural disasters
- A variation of the below document currently used by the laboratory in operations external to Alabama will be produced, compliant with any modifications required based on additional rules created by the AMCC or legislation:

- **Emergency Contacts**

  For any life-threatening emergency, employees should dial 9-1-1 and have the appropriate emergency personnel dispatched to the workplace immediately. When time permits, the following entities may also be contacted in the event of their corresponding life-threatening emergency:

  - Fire and Rescue
  - Local Fire Department **(phone number to be determined based on location)**
  - Police:
  - Local Police Department **(phone number to be determined based on location)**

  - Hospital or Emergency Clinic
    - Local Hospital or Urgent Care **(phone number to be determined based on location)**
  - In the event of an emergency, the following services may need to be contacted:
    - Electric Provider (e.g. in a line-down or extended loss of power incident):
    - Local electrical services provider **(phone number to be determined based on location)**
  - Gas Provider (if natural gas is plumbed to the site used)
    - Local natural gas provider (**phone number to be determined based on location)**

- **Important Contacts**

  The following entities should be contacted in the case of a non-life-threatening emergency.

  - CEO – Ian Lev **(917) 340-1566**
  - COO – Keenan Murphy **(815) 307-2231**
  - Laboratory Director – Bryant Kearl **(602) 317-3827**
  - Safety Officer – Anthony Settanni **(928) 592-2676**

- **Evacuation**

  In the event of an emergency requiring an evacuation of the laboratory, all personnel will use the predetermined route corresponding to their location inside the building. The emergency evacuation route can be found in Appendix A. This emergency route will be posted and clearly visible throughout the building**.**

- **Emergency Procedures**

  Procedures shall be set forth for all foreseeable emergencies including, but not limited to:

  - Fire
  - Chemical Spill (life-threatening)
  - Explosion / Bomb Threat
  - Building Collapse
  - Civil Disturbance

  In any emergency, employees should perform the procedures outlined below:

  - Notify all employees of the emergency
    - Verbally communicate
    - Pull fire alarm
    - Sound emergency notification systems
  - Evacuate the affected areas immediately
    - Follow the indicated evacuation routes
    - For civil disturbances, remove all employees from the area in which the disturbance is taking place
  - Contact emergency services
    - For all life-threatening cases, dial 9-1-1. A dispatcher will notify the corresponding entity needed for the emergency
    - After dialing 9-1-1, call the emergency contact associated with the emergency, and notify the important contacts of the emergency.

11.7 – Alcohol, Smoke, and Drug Free Workplace Policy

- Employees shall not engage in the consumption of alcohol, tobacco, and other drugs or substances that may impair thinking on the premises during conduct of their duties
- Employees suspected of engaging in prohibited activity are to be reported to management for immediate discipline, up to and including termination

11.8 – Employee Safety Plan

- **Employee Orientation**

  All new employees must read and understand all safety standard operating procedures set forth by [REDACTED] Labs before they are allowed to perform workplace tasks in the laboratory. This is to ensure that no accidents happen due to a lack of knowledge by the employee, or due to a lack of hazard communication by [REDACTED] Labs. A comprehensive list of required safety SOP's is listed below:

  - SAF-1 General Safety
  - SAF-2 Chemical Hygiene Plan
  - SAF-3 Injury and Illness Prevention
  - SAF-4 Emergency Preparedness Program
  - SAF-5 Hazard Communication Plan
  - SAF-6 Fire Safety Plan

- **Regulatory Training**

  Certain regulatory agencies require employees to receive both initial and periodic training on certain topics to maintain a safe and hazard-free work

environment. To fulfill this requirement, and to foster a culture of safety at [REDACTED] Labs, employees will undergo annual safety trainings, in addition to their initial orientation safety training, on the following topics:

- Chemical Hygiene
- Personal Protective Equipment
- Injury and Illness Prevention
- Fire Safety / Portable Fire Extinguishers
- Hazard Communication
- Fall Hazards
- Waste Disposal
- Respirator Usage
- Needle Safety
- Cryogens
- Chemical Spills/Cleanup
- Microbials

Safety trainings are to be administered on a monthly basis. Additional topics may be added based on the hazards present at [REDACTED] Labs.

- **Training Records**
  All training records will be kept in the Quality Management System log (Qualio)
- **Laboratory and Hazardous Chemicals**
  Laboratory chemicals shall be defined as chemicals which are known to be present in the workplace in such a manner that employees may be exposed under normal condition of use or in a foreseeable emergency. OSHA defines

hazardous chemicals as chemicals which are classified as a physical hazard or a health hazard, a simple asphyxiant, combustible dust, pyrophoric gas, or hazard not otherwise classified. All laboratory chemicals, including hazardous chemicals, shall be stored and labeled per sections F and G of this document.

As new chemicals are added to the laboratory's inventory, the CHO shall review the hazards including, but not limited to, acute toxicity, reproductive toxicity, and carcinogenicity. It is the responsibility of the CHO to ensure that the CHP and all accompanying standard operating procedures at [REDACTED] Labs provide for the use of that chemical. The CHO shall update all SOPs and the CHP to include this chemical if it is found that [REDACTED] Labs does not have systems in place to account for the respective hazard(s).

- **Labeling Laboratory Chemicals**
  All chemicals in the lab shall be labeled in compliance with OSHA 29 CRF 1910.1200 *Hazard Communication*. Information on labeling chemicals can be found in SAF-5 Hazard Communication Plan.

- **Chemical Storage**
  All chemicals must be stored in a safe and organized manner. The following procedures shall be used to store chemicals at [REDACTED] Labs:

  - Storage areas shall be well-illuminated and properly ventilated according to the hazard classification of the chemicals within the storage area.
  - Storage areas shall be accessible by all employees during working hou rs.
  - Chemicals shall not be exposed to direct sunlight or excessive heat.
  - Storage areas shall not be used for preparation or repackaging of chemicals.

All chemical storage areas shall be labeled according to the hazard classification of the chemicals within the storage area. All chemical containers must be labeled properly according to section F of this document. All chemical containers must be regularly inspected by the Chemical Hygiene Officer for container integrity, deterioration, and, if needed, replacement. All chemical storage including bins, shelves, counters, pallets, cabinets, or any other storage units shall be regularly inspected for damage due to compromised chemical packaging.

Accurate chemical inventories shall be kept and updated regularly.

- **Chemical Handling**

  Laboratory personnel must develop and implement work habits consistent with the CHP to minimize exposure to chemicals within the laboratory. In doing so, the following precautions shall be observed:

  - Skin contact with all chemicals shall be avoided regardless of its hazard classification.
  - Direct contact with laboratory equipment used in laboratory methods should be minimized and should be done while wearing appropriate PPE.
  - Mouth pipetting is prohibited.
  - The use of antimicrobial methods during and after glove removal is required.
  - No storage, handling, or consumption of food or beverages is allowed outside of designated areas or within areas designated for laboratory operations.
  - [REDACTED] Labs prohibits smoking and/or vaping inside buildings.

Employees at [REDACTED] Labs shall be supplied with the proper PPE and will be expected to utilize all PPE needed for their tasks. Chemicals are not to be handled without the necessary safety equipment and PPE. Any chemicals that cannot be safely handled with PPE available at [REDACTED] Labs shall not be handled.

Where PPE cannot mitigate hazards, engineering controls may be put in place to bring employee exposure down to an acceptable and permissible level.

- **Chemical Waste**

  Chemical waste from the laboratory shall be kept in its own container and segregated from pure, unused chemicals. [REDACTED] Labs shall separate laboratory waste into two categories:

  - Organic Waste
  - Acidic/Aqueous Waste

  Each shall be stored and handled according to the below standards:

  Organic Waste - Organic waste is to be stored in a steel container, in a well-ventilated area, and with secondary containment. The container is to be kept closed at all times and only opened to dispose of waste. Employees must wear respirators rated for organic vapors to use the organic waste disposal. A portable fire extinguisher shall be placed in the same room as the organic waste container.

  Acidic / Aqueous Waste – Acidic waste is to be stored in a polycarbonate container, in a well-ventilated area, and with secondary containment. The container is to be kept closed at all times and only opened to dispose of waste. Employees must wear respirators rated for acidic vapors to use the acidic waste disposal.

All waste containers must remain uncluttered and unimpeded to foot traffic to and from the room's exit.

- **Safety Devices**

  [REDACTED] Labs will employ applicable safety devices to ensure the safety of all personnel. Some of the safety devices used at [REDACTED] Labs can be found in the table below.

Acid and Base Storage	Storage must be below eye level; near the floor is recommended. Strong acids and bases shall not be stored beneath sinks to avoid contamination by moisture. Acids and bases shall be stored in separate compartments, or adequately separated to prevent chemical reactions due to leaks, spills, or accidents.
Eye Wash Station	Wash stations shall be placed with an unobstructed path where an employee may access within 10 seconds from any area where hazardous chemicals are present. Water shall be available at temperatures between 15°C and 37°C(60°F and 100°F). The station must be able to deliver 1.5L of water per minute for at least 15 minutes with flow to both eyes simultaneously. Nozzles must be covered from airborne contaminants. Plumbed systems must be protected from unauthorized shut off. Stations shall be checked on a weekly basis for operation verification.
Safety Shower	A safety shower shall be placed with an unobstructed path in a reasonable distance from where hazardous chemicals are present.

Flammable Storage Container	Flammable storage containers shall be provided for storage of flammable materials within the laboratory.
Fire Alarm Pull Box	Fire alarm pull boxes shall be available throughout the lab.
Fire Extinguishers	Fire extinguishers shall be available throughout the lab. Proper use and identification of fire extinguishers is outlined in SAF-6 Fire Safety Plan.
Chemical Spill Kit	A chemical spill kit shall be provided for proper cleanup and sanitization of areas where hazardous chemicals are spilled. This kit shall consist of devices and chemicals needed for cleanup of all hazardous chemicals at [REDACTED] Labs.
Fume Hood	A fume hood shall be provided where employees must be exposed to harmful vapors while performing work. Hazardous chemicals that produce harmful vapors per their respective SDS shall only be used within a fume hood. All fume hoods shall be checked for proper air flow weekly as per QM-19 Operation Verification of Fume Hoods Rev 1.0.
Ventilation Systems	Ventilation systems shall be installed in areas where harmful vapors or other air contaminants are abundant. These systems shall ensure that the air within the laboratory is readily replaced with fresh air.
Personal Protective Equipment	PPE must be worn when handling any chemicals or other hazardous materials. Required PPE will be posted in areas where needed and shall be determined by the SDS of the chemicals within those areas.

Safety Data Sheets	Each and every chemical used at [REDACTED] Labs will have an SDS stored in an area that is accessible by all employees at any time.

- **Chemical Exposures and Accidents**

  When a chemical exposure or accident occurs, the following procedures shall be followed:

  Exposure of a Person to a Hazardous Chemical

  - The person shall leave the area where the exposure has occurred. If necessary, the person shall be directed to and use the emergency eye wash station and/or safety shower.
  - The CHO shall be notified of the incident.\
  - The hazardous chemical shall be identified. The CHO will consult the SDS regarding procedures in case of exposure to the chemical.
  - If necessary, medical professionals will be notified and medical aid shall be given by a qualified medical technician, first responder, or physician.
  - If necessary, all laboratory personnel will be evacuated, and emergency services will be notified. This shall be done verbally or by pulling the fire alarm.

  Chemical Spills

  - The area affected by a chemical spill will be quarantined and all exposure to the chemical will be eliminated.
  - The CHO shall be notified of the incident.

- The hazardous chemical shall be identified. The CHO will consult the SDS regarding procedures in case of exposure t o the chemical.
- All proper PPE shall be used. Any personnel that are not involved in the cleanup of the spilled chemical shall leave the area immediately. A spill kit suitable fo r the spilled chemical shall be used to clean up and sanitize the affected area.
- If necessary, all laboratory personnel will be evacuated, and emergency services will be notified. This shall be done verbally or by pulling the fire alarm.

After any incident in which a chemical is spilled or a person is exposed to a hazardous chemical, an incident report shall be generated by, or provided to, the CHO. Any person or persons exposed shall be given opportunity to receive medical attention, including any follow-up examinations which the examining physician determines to be necessary under circumstances outlined in OSHA 29 CFR 1910.1450(g)(1). A physicians written opinion shall be obtained by [REDACTED] Labs and kept on record as per OSHA 29 CFR 1910.1020.

- **Housekeeping**

To maintain a hazard free workspace, the laboratory, and all other areas of the building, shall be regularly cleaned according to the hazards present.

The laboratory shall be mopped no less than twice per week. This is to ensure that chemical residue left over from spillage and other minor accidents is removed. Work benches are to be kept clean and uncluttered and shall be wiped down regularly to remove all chemical residue. All work

spaces in the laboratory not directly used for sample preparation or analysis must also be thoroughly cleaned.

The building outside the laboratory is to be mopped and vacuumed no less than once per week.

- **Training**
  All personnel shall receive training on the CHP upon their entrance into the company and regularly throughout their employment. Training on the CHP shall be performed no less than once per year, or whenever necessary as determined by the CHO.
- **Medical Evaluations / Medical Records**
  [REDACTED] Labs shall not impede an employee's access to medical care, including initial and any follow-up care, in the case of a workplace injury, illness, or exposure.

  Pursuant to OSHA 29 CFR 1910.1020 *Access to employee exposure and medical record*, [REDACTED] Labs shall keep medical records of all exposures of its employees to hazardous chemicals that occur during work at [REDACTED] Labs. These records shall only pertain to the specific exposure and shall not be shared with anyone other than the CHO or the employee's direct supervisor. This information is to be shared only in the event of a medical emergency associated with work at [REDACTED] Labs.

  Information regarding medical records kept by [REDACTED] Labs can be found in SAF-3 Injury and Illness Prevention.
- **Emergencies**
  If an event in which an employee determines to be an emergency occurs, emergency preparedness documentation should be consulted.

  References:

OSHA 29 CFR
1910.1450 *Occupational exposure to hazardous chemicals in laboratories*

OSHA 29 CFR 1910.1200 *Hazard communication*

OSHA 29 CFR 1910.1020 *Access to employee exposure and medical records*

11.9 – Confidential Information and Cybersecurity Plan

- A third-party IT company will be contracted with toe establish cybersecurity practices similar to current practices for the healthcare industry to prevent unwanted release of confidential information and other forms of intrusion (e.g. ransomware, phishing, etc.)
- A legally enforceable NDA is issued to all new and current members of the laboratory, focused on protecting the confidentiality of customer (licensee, medical patient, etc.) information. This NDA will be consistent with the requirements of ISO/IEC 17025:2017, section 4.2. An example of the format for this NDA is shown below:

Section Two - The Covenants

2.1. Exclusivity of Services; Conflict of Interest. You shall devote all of your business time, attention and energies to the performance of your duties for us, and shall perform such duties diligently, faithfully and to the best of your abilities. You owe us a duty of loyalty and, consistent with such duty, are expected to refrain from engaging in any activity that could reasonably be deemed to conflict with the best interests of the Company. A conflict of interest includes, but is not limited to, performing services for, entering into a business relationship with, or accepting money or gifts from a Company competitor, customer, or business

associate, or taking advantage of for personal gain a corporate business opportunity without our express knowledge and consent. Should any matter of dealing in which you become involved appear to present a conflict of interest, you are required to promptly disclose the facts to your supervisor so that a determination can be made as to whether a conflict of interest does exist.

2.2. Company Property and Information. You will not remove from our premises, alter, damage or destroy any equipment, materials, property, records, documents, notes, diskettes, manuals, lists, data files, or any other electronically-stored or tangible items (collectively "Company Property"), or transfer any Company electronic files to an external device, the "cloud," or personal computer or account, except as is needed in the ordinary course of performing work for the Company. At the time of your separation, or at any other time upon our request, you will immediately deliver to us any Company Property in your possession, custody or control and destroy any remaining copies, whether in original, duplicate, electronic or paper form and regardless of how stored or recorded. To the maximum extent permitted by law, we reserve the right to deduct the cost of unreturned or damaged Company Property from any compensation owed to you.

2.3. Confidentiality.

a. While employed by us, and at all times thereafter, you will not, directly or indirectly, disclose, utilize, or authorize any disclosure or use of Confidential Information (as defined below), except to the extent such disclosure or use is in furtherance of performing your job duties for us. The controlled and authorized disclosure of Confidential Information to a third party for legitimate business purposes will not remove it from protected status as Confidential Information under this Agreement.

b. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, the following non-public information relating to our business or entrusted to us by a third party, whether in paper or electronic form or marked

"Confidential," and regardless of how it is stored or recorded: (i) customer lists, data and other customer information, including, but not limited to, identity of customer contact, preferences, account numbers, orders, product usage, product volumes, product performance, pricing, credit card or billing information, promotions, and sale and contract terms (including contract expiration dates); (ii) internal practices and procedures, training material; (iii) financial condition, financial results of operations and financial modeling; (iv) supply of materials information, including sources and costs; (v) information relating to designs, formula, developmental or experimental work, know-how, products, processes, computer programs, software solutions, password codes, source codes, data bases, schematics, inventions, creations, original works of authorship, analyses, compilations, studies, protocols, or other subject matter relating to research and development, strategic planning, mergers and acquisitions, recruiting, operations, management, manufacturing, engineering, purchasing, capital fund raising (both debt and equity), budgeting, finance, marketing, promotion, distribution, licensing, and selling and investor activities; (vi) the skills, competencies, compensation and personnel records of other Company employees; and (vii) any and all information, without regard to form, having independent economic value to us that is not generally known to, and not readily ascertainable by proper means by a person who can obtain economic value from its disclosure or use.

c. The obligations under this Section are in addition to and not in lieu of any other rights or obligations, at law or in equity, to maintain the confidentiality of the Confidential Information, including under any applicate state's Uniform Trade Secrets Act or any other applicable "trade secret" laws.

d. Excluded from this prohibition is information that (i) is in or enters the public domain without breach of this Agreement or wrongful act by you; (ii) is required to be disclosed by order of a court or other governmental agency; provided that you shall first give the Company prompt written notice prior to such disclosure so the Company can seek an appropriate protective order (if such notice is legally

permitted); or (iii) is disclosed to a governmental official or to an attorney for the sole purpose of reporting or investigating a suspected legal violation.

Insert Name Here

_____

Signature Date

<u>11.10 – A plan for tracking and proper disposal of waste cannabis or medical cannabis as necessary</u>

- An example of tracking policies is shown below
-
- **Receiving a Cannabis Order:**
- Before accepting a cannabis sample, ensure that the individual/entity submitting the sample can possess marijuana pursuant to AMCC guidelines.
- The customer will select the assay(s) that they wish to submit a request for. The client will be able to view the analytes included in the test menu to ensure the appropriate analysis will be tested on their sample.
- Ensure that the order containing the cannabis sample(s) has been placed on CC (or relevant LIMS) and the necessary information has been included and filled out accurately.
- Once the sample has arrived at the testing facility, have the delivering party sign into the laboratory visitor log.

- Compare the sample name, strain name, type, and external batch # of each sample on the CoC to the label on each sample and note its presence on the CoC with a check mark. Continue for all present samples.
    - If a sample is missing, then determine if the sample will be removed from the order or moved to different order.
    - A new CoC must be printed containing only the samples present for deliver.
        - The order must be edited on CC to reflect the change in delivery.
- All sample deliveries require a CoC, a photocopy with the lab agent and delivery driver's agent cards, and a travel map with turn by turn directions from the grow to the laboratory.
- Ensure each CoC has the receiving lab employee's name, agent number, signature and date/time received in the appropriate sections of the CoC.
- Ensure each CoC has the delivery agent's name, agent number, signature, and date/time delivered in the appropriate sections of the CoC.
- Some clients will have a transport manifest with the delivery that will require the receiving lab agent's name, signature, agent number and time received. Complete the manifest as directed by the delivery agent.
- Deliveries require a photocopy of the document with the lab agent and delivery driver's agent cards on the document. Use the photocopier in the entrance room to make a copy for the lab and driver. A signature and date are required next to both the client and lab agents' cards.
- Make copies of all completed paperwork to ensure that both parties have a completed packet which includes signed and completed COC, signed travel manifests, route map, turn by tun directions, and a possible invoice.
- All received samples are organized into storage bins and transported to intake.
- Perform all steps of "Preparing a Cannabis Order" for the total weights of each sample.

- Verify the order officially in CC after preparing the cannabis order and obtaining initial weights or container weights for all samples.
    - Open CC and navigate to the order being received.
    - Select the desired order and scroll down and select the green "Verify" button.
    - Enter the total sample weights into the pop-up window containing all the order samples and click "Save". If the sample is a concentrate, verify using units if a tare weight is not available. (I.E if we receive two concentrates for one sample there would be two units.)
    - A new window will open enabling comments. Leave any essential comments if needed and accept the order.
- **Preparing a Cannabis Order:**
- Ensure the balance has been verified for the day. If the scale has not been verified, follow SOP-23 Calibration Verification of Analytical Balances.
- Download the order's CSV to the appropriate year and month's folder within the N:\Inventory\CSV Downloads directory by clicking the "Export CSV" button on the order page and navigating to the folder.
- Print labels for the received order by following the "Label Printing SOP".
- Rename the CSV to the order's number.
- Follow the order's CoC batch numbers for each sample and label each sample with the appropriate inventory labels.
- Open the current month's Master Inventory workbook from N:\Inventory and open the current day's sheet.
    - If there is no sheet for the current day, then make a new one.
        - Right-click the most recent sheet and select "Move or Copy…". Select "(move to the end)", check the box to make a copy, and select "OK."

- Rename the new sheet to the current date in MMDDYYYY format at the bottom of the workbook.
- Change all dates on the selected sheet to the current day.
    - Use the "Find and Replace" tool to search for the previous day and change it to the current day. Make sure the scope of changes is set to sheet and not workbook.
- Remove any samples and comments logged from the copy of the previous day by clearing the contents of columns A-I and K-T starting at row 3. Do not delete the "End of Day" row.
- Ensure the start of day total mass is equal to the end of day total mass from the previous sheet.

- **Daily Inventory Checks:**
- 1. The laboratory technician should check previous days MSIL located in N:\Inventory to
- confirm all previous orders received are present in the intake refrigerator.
- 2. The laboratory technician needs to ensure all sample weights taken by analysts are logged
- the day the sample is taken. A copy of the sample weights taken should be provided to
- update the MSIL.
- a. Locate the current days log in the MSIL. Use the find tool searching the workbook to
- locate the day the samples were received.
- b. Copy the samples from the log to the current day's sheet.
- c. Replace the Time-Date received to the end of day of the current day.

- d. Enter the log weights into the labeled column of the correct test.
- e. Repeat for all logs.
- 3. Update the MSIL when a sample is transferred from one lab to another due to testing
- issues or a request from the grower/dispensary.
- 4. Update the MSIL when a sample is destroyed.
- 5. Take a final inventory at the end of the day of any samples to be compared with the next morning's check.
- a. Confirm that all samples received that day have been returned to the refrigerator.
- b. Confirm all previously received samples are present in the intake refrigerator.
- Monthly inventory audits are to be conducted, or on a more or less frequent basis as determined by AMCC policies. Deviations from expected inventory levels of greater than 5% are to be immediately investigated to determine the source of the error. If the deviation is suspected to be due to activity by an employee, CCTV footage and other means are to be used to review employee activities. If the deviation is found to be due to diversion of medical cannabis products, the incident is to be reported to the AMCC and local law enforcement as necessary

Destruction:

1. From the dropdown menu, select the associated name and RIN of the lab agent responsible for the destruction of each container within a sample.
2. Record the date each container within in a sample was destroyed.
3. Place all samples to be destroyed in a garbage bag that is specifically for destruction.
    a. Open all containers and pour out contents if applicable
4. Wearing proper PPE, create a 10% bleach mixture in a plastic bucket.

5. Bring the trash can back to the Biohazard room and pour the bleach mixture into the trash bag.
6. Place the entire bag, tied closed, into an empty (or low weight) red Biohazard bin located in the Biohazard room. A local company contracted with for the receipt of destroyed cannabis products is then contacted as needed to receive destroyed product, preventing the risk of release of product by disposal in ordinary dumpsters.

11.11 Security Plan – see exhibit 16

Exhibit 12 – Policies and Procedures Manual

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

1. Purpose

This document defines the policies and procedures that provide the foundation for [REDACTED] Labs Quality Management System (QMS). It establishes quality and regulatory policies, defines authorities and responsibilities, and provides direction for the procedures and processes that are essential to achieve and maintain a systematic approach to quality and meet regulatory, accreditation, and customer satisfaction requirements.

This Quality Management System has been written for compliance with ISO/IEC 17025:2017 standards.

The objectives of the [REDACTED] Labs Quality Management Program are:

- To ensure continuous improvement of the overall quality and efficiency of laboratory services throughout the pre-analytical, analytical, and post-analytical phases of testing.
- To evaluate the effectiveness of the laboratory's policies, processes, and procedures.
- To allow a means of identification of problems and corrections.
- To ensure accurate, reliable, and prompt reporting of test results.
- To ensure adequacy and competency of laboratory personnel.

2. Scope

The Quality Management Plan provides an overview of the quality management system for:

[REDACTED] Labs

17301 N Perimeter Dr.

Unit 100

Scottsdale, AZ 85255

This is a reference for personnel and beneficiaries of services and serves as an introduction and overview of the QMS and the relationships between people, policies, processes, and procedures.

3. Responsibility

N/A

4. Definitions

N/A

5. Procedure

1. **Quality Policy:**

   [REDACTED] Labs is committed to fostering and sustaining a laboratory culture that supports a deep commitment to quality and good professional practice. To support this effort, we engage in the following activities:

   - Maintain a QMS that offers the framework for continuous improvement and effectiveness of the services we offer.
   - Require all laboratory personnel, including those performing support functions to comply with the QMS and provide training and support for them to do so.
   - Support research, teaching, and collaboration to promote adoption and application of innovative technologies.
   - Require professional behavior and ethical standards of business conduct across all functional areas of the company and Laboratory.

2. **Commitment to Quality and Good Professional Practice:**

The quality policy demonstrates our promise to provide high-quality, customer focused care. The quality policy acts as the guiding principle for laboratory management, and technical and non-technical personnel, and enabling sustainable customer confidence in the laboratory's integrity, professional competence.

Management is committed to developing and implementing quality systems and continuously improving the effectiveness of the quality management system. The quality policy describes Management's on-going commitment to and responsibility for:

- Ensuring Customer satisfaction
- Ethical business practice
- The quality of service provided
- Confidentiality of patient information
- Managing risk
- Compliance with the QMS and ensuring the integrity of the system is maintained and changes are implemented
- Compliance with all applicable regulatory requirements and standards

Decisions, agreements, and behaviors of Corporate Leadership, Reference Laboratory Leadership and personnel are aligned and consistent with the quality plan.

Corporate and Laboratory Leadership foster a culture of quality in which personnel embrace quality.

If the reduction in the amount of marijuana or marijuana products in the laboratory's inventory is due to suspected criminal activity by a laboratory agent, the technical laboratory director shall report the laboratory agent to

the Department and to the local law enforcement authorities and document the report.

Corporate and Laboratory Leadership practices support ethical business principles, and personnel maintain professional conduct.

Personnel adhere to standards of conduct as described in the [REDACTED] Labs Employee Handbook.

3. **Compliance with regulatory and accreditation requirements:**

   [REDACTED] Labs adheres to regulatory and accreditation requirements related to clinical and business functions and maintains processes and procedures to meet requirements of regulatory and accreditation organizations including state and federal regulations comprising:

   - International Organization of Standardization (ISO)
   - Occupational Safety and Health Administration (OSHA)
   - AMCC Guidelines:

     [REDACTED] Labs participates in the ISO Accreditation Program.
     [REDACTED] Labs holds current licensure or permits required by state and/or local regulations as applicable.

4. **Organization Structure to ensure quality:**

   The Laboratory Director is responsible for testing aspects of laboratory services, including data interpretation, delegation of personnel who are qualified and competent to oversee testing, perform test procedures, report test results, and provide clinical consultation. The Laboratory Director had the ultimate authority over quality management.

Personnel roles and responsibilities are defined for performing the tasks involved in providing laboratory services and QMS activities.

The Technical Supervisor and Administrative Director and/or [REDACTED] Labs Quality Director/Manager as applicable have the delegated authority and direct responsibility to oversee compliance with laboratory's QMS.

5. **Planning for quality:**

   The Laboratory Director and Management lead in developing and recording quality goals and objectives that align the laboratory's quality policies, service goals, customer input, and include measurable end results for accomplishment.

   The Laboratory considers costs that are specifically associated with achievement and non-achievement of laboratory service goals.

   An annual plan for quality is developed to drive and improve the laboratory's ability to meet the needs of clients, personnel, and other customers.

6. **Management Reviews**

   At [REDACTED] Labs, we plan on having. Biweekly management meetings to discuss any pertinent items within departments to ensure communication of all items within the Laboratory and the staff.

   These meetings will be via phone for the remote lab director and located in a chosen office for all other on site staff members.

   These meetings will include all department managers and any staff members that chose to attend. Each department/ staff member will have a change to speak with the group openly about any issues, requests or updates. These items will all be recorded along with staff attendance.

7. **Allocation of resources:**

   The Laboratory Director along with Executive Management ensures the laboratory has the allocated resources (facility, human, capital, and materials) needed to support the provision of laboratory services and priorities are aligned with the QMS and [REDACTED] Labs. Resources may be allocated to meet business and strategic plans as well as any unplanned needs or changes in operations.

8. **Addressing Risks and Opportunities**

   Key Concepts:

   - Analyze and prioritize the risks and opportunities in your organization
     - What is acceptable?
     - What is unacceptable?
   - Plan actions to address the risks
     - How can I avoid or eliminate the risk?
     - How can I mitigate the risk?
   - Implement the plan- take action
   - Check the effectiveness of the actions
     - Does it work?
     - Learn from experiences – continual improvement

9. **Effective implementation and updating of the QMS:**

   The laboratory's QMS is designed, implemented, and maintained in accordance with its Quality Management Plan.

   The QMS is documented in the Quality Management Plan, associated documented quality policies, processes, and procedures, and the processes and procedures for

pre-analytic, analytic, and post-analytic workflow processes.

Management ensures the effective application of the QMS, and all personnel are trained on its contents and processes.

QMS activities are integrated within all levels of the laboratory's quality and risk management programs.

QMS evolves in the interest of continuous improvement ensuring effectiveness, as well as in response to changes in quality standards and in the regulatory environment. The Plan-Do-Check-Act cycle is used in problem-solving and continual improvement.

10. **Management Review:**

Management periodically reviews data and information, quality goals, and quality objectives to ensure ongoing suitability, adequacy, and effectiveness of the QMS. This review links quality planning, change management, and continual improvement for both planned and unplanned changes. Actions are taken and completed timely.

Management determines the internal and external communications that are relevant to quality and/or services and ensures that appropriate information is communicated with stakeholders. External communications include those stemming from customer feedback, as well as changes to services offered.

Management is committed to providing the resources necessary to meet quality goals and deliver high-quality services to customers; resources include personnel, infrastructure, and a safe and suitable work environment.

Policies and procedures that address the management of operating licenses,

permits, certifications and accreditations are maintained.

At a minimum, management review is held annually. The process is used to review the effectiveness of the QMS. Based on outcomes and to establish and communicate quality management goals and action plans. Data or summaries comprise:

- Customer feedback
- Findings from internal audits
- Findings from external audits
- Proficiency Testing and/or Alternative Proficiency Testing Performance
- Quality indicator performance
- Performance comparisons

11. Document and record management:

A lifecycle approach is used to control QMS documents and records. Select documents are managed through Qualio (need to get Qualio access once policies and docs are completed) which is an electronic document control software and others are managed in a paper-based format. Stand operating procedures and lab processes will also be hard copied and documented in the lab so that staff can easily access them for reference.

Records serve as evidence of compliance to establish policies and procedures. They are generated in paper and/or electronic format and they are managed in such a way to ensure identification, traceability, and integrity.

12. Assessments:

The quality management system includes written requirements for assessing quality systems and compliance to established policies and procedures. The outcome of the following assessments is presented and reviewed through the

Management Review process.

Proficiency Testing (PT) and Alternative Proficiency Testing (Alt PT): [REDACTED] Labs participates in external PT as required by accrediting bodies and state and federal regulatory agencies to monitor the accuracy and reliability of test results.

For tests not covered by a PT service provider, an Alt PT assessment, at least semiannually, is performed to determining the reliability of analytic test.

Internal Audits: Internal audits have a defined scope and involve assessment by an auditor. Audit outcomes are documented by the auditor(s) and reviewed and approved by the Laboratory Director. Follow up actions are taken to correct or remedy the quality events (non-conformances); corrective and preventative actions are issues based on perceived risk. The actions are monitored for effectiveness.

External Audit/Inspections: [REDACTED] Labs is subject to assessment by auditing organizations, such as ISO, State Department of Health, and business partners. Full cooperation is consistently practiced during external assessments/audits.

Quality measurement and monitoring: Quality outcomes are monitored and measured in order to demonstrate their ability to achieve planned or expected results across pre-analytic, analytic, post-analytic and quality processes. Parameters and target outcomes are established and documented as a part of the Management Review Process. If an undesired trend or shift is identified, corrective action is taken. Those actions are monitored for effectiveness.

13. **Information Management:**

The infrastructure that supports information management includes processes and procedures to manage access to laboratory data and information, whether computerized or non-computerized. A lifecycle approach is used to control data from processing, storage, retrieval, through destruction. The authority and responsibility of personnel with access to laboratory information is defined, including those with access to patient data and test results and those with the authority to release test results and reports.

Information systems are evaluated to prevent unauthorized access and tampering or loss; they are used in accordance with manufacturer's specifications. The functionality of systems used for collection, processing, recording, calculating, reporting, storage or retrieval of test data is validated and verified prior to use. The quality system includes change control to ensure that computerized systems are verified or validated prior to implementation.

The Laboratory Information System (LIS) is established, validated, and maintained to ensure patient testing data are secure, accurate, and reliable. The quality system includes policies and procedures to verify data transfer of results between systems that are interfaced to the LIS and to accurately transmit those results to the intended destination.

The quality management system includes disaster recovery and business continuity planning in part to prevent loss of data in the event of disruption to normal operations. Data is backed up on a periodic basis.

Control of Data and Information management

- [REDACTED] Labs will validate any and all information management systems used for the acquisition, processing, recording, reporting, storage or retrieval of data prior to introduction into the laboratory.

- [REDACTED] Labs has processes set into place for the protection of acquired data. This includes but is not limited to password protection on all computers, password protection of the laboratory's laboratory information management system (LIMS) Confident Cannabis, and limited access to the reporting of data on the laboratory's LIMS. Any information management system failures will be recorded, and appropriate corrective action will be taken immediately.
- [REDACTED] Labs LIMS Confident Cannabis, which is managed and maintained offsite, meets all applicable requirements of ISO 17025:2017
- [REDACTED] Labs ensures that all instructions and reference data to the laboratory's LIMS, Confident Cannabis, are readily available to all personal through our controlled document process

14. Personnel:

Policies and procedures that outline the requirements for personnel qualifications, training, and competency assessments are maintained.

Personnel are qualified through a combination of education, experience, training, continuing education, professional licenses, and certification, as applicable to their respective position. Responsibilities and qualifications associated with each position are outlined in a job description.

Personnel are trained and experienced to the extent necessary to effectively assume responsibilities and perform duties. Training occurs at defined frequencies for select topics, such as compliance and safety.

Competency is assessed as prescribed in QMS policies and procedures.

15. Supplier, Purchasing, Inventory, and Material Controls:

Supplier, purchasing, and inventory management policies and procedures are a part of the quality management system in the context of reagents, equipment, vendor services, and software systems. Procurement, supplier contracts, and supplier quality functions are managed to effectively ensure that purchased materials, services, and equipment meet specified criteria.

Reagents and supplies are procured, received, and utilized though the pre-analytical, analytical, and post-analytical phases of testing; select reagents are evaluated for suitability prior to use for testing.

16. Impartiality

Impartiality is the actual and perceived presence of *objectivity*. *Objectivity* means that *conflicts of interest* do not exist or are resolved so as not to adversely influence the activities of [REDACTED] Labs.

Synonyms that are useful in conveying the element of *impartiality* are: *objectivity*, *independence*, *freedom from conflicts of interest*, *freedom from bias*, *lack of prejudice*, *neutrality*, *fairness*, *open-mindedness*, *even- handedness*, *detachment* and *balance*.

Being impartial, and being perceived to be impartial, is necessary for [REDACTED] Labs to be able to deliver a credible Testing Service that provides confidence to our clients, the public and all other entities in the State of Arizona and the cannabis industry.

In order to maintain impartiality, [REDACTED] Labs will demonstrate at all times that our decisions and test results are based on analytical data and that our decisions have not been improperly influenced by other interests.

Threats to impartiality include:

- – Self-interest threats – threats that arise from a person or enterprise acting in their own interest, for example financial self-interest;
- – Self-review threats – threats that arise from a person or enterprise reviewing the work done by them.
- – Familiarity (or trust) threats
- – Intimidation threats

17. Equipment:

Equipment is managed through a lifecycle approach, from procurement through decommissioning. Lifecycle decisions are driven by test design and menu offerings, equipment capabilities and capacity, and evolving technology.

Equipment is installed, used, and maintained based primarily on manufacturer's recommendations and to meet the needs of the laboratory to perform quality testing.

Each piece of equipment is uniquely identified and tracked on an inventory list.

18. Safety and Facility Controls:

There is commitment to safety throughout the organization through safe work practices and facility design.

Facilities and physical work environments are designed and maintained such that they are clean, adequate, secure, safe, and suitable for their intended purpose.

The QMS includes policies and procedures that address elements such as:

- Laboratory Chemical Hygiene Program
- Injury and Illness Prevention Plan

- Exposure Control Plan
- Hazard Communication Plan
- Emergency Preparedness Plan

19. Process Management:

The laboratory has processes for each phase of testing: pre-analytical, analytical, and post-analytical phases. Quality system design is intended to ensure accurate and reliable testing, traceability and integrity of specimens and data. Processes are monitored through the quality control program, process outcomes and customer feedback.

Performance parameters are identified and monitored to provide information that is used to recognize vulnerabilities and opportunities for improvement of quality and services. Information is also obtained from customers. The use of a scorecard connects the company vision and strategy with action and facilitates the organization's performance monitoring and strategic planning.

Specimens are issued unique identifiers (accession number) during the pre-analytical receiving process. These unique identifiers are referenced throughout the analytical and post analytical laboratory processes; test status is tracked in the LIS in order to provide traceable data.

Test results are reviewed and reported by qualified personnel. Client consultations are overseen by the Laboratory Director.

20. Customer Complaints

In the event of a customer complaint, please refer to GEN-003 to complete the Customer Complaint Form. If a Corrective Action is requested by the lab director, please ensure that the appropriate form is completed and submitted with the completed customer complaint form. This form is not complete until the lab director

has approved and signed off on the form and documentation associated with the resolution.

21. Quality Event Management:

The QMS contains systems and processes for identifying nonconformance and potential problems; implementing effective corrective and preventative actions; and pursuing opportunities to improve customer service and client care.

Nonconforming events and customer complaints are managed according to procedures that reflect a closed-loop model for identification, correction/remedy, investigation to determine root cause(s), review, closure, and effectiveness. Appropriate root cause analysis tools are used to facilitate thorough investigations. Trend analyses are preformed periodically and reviewed, at a minimum, during Management Review.

Exhibit 13 – Machinery and Equipment

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

Machinery and Equipment:

- An example list of equipment the laboratory currently uses for compliance testing is shown below as an example of what was deemed necessary to complete the required analyses.
- Equipment models, specifications, etc. will be specific to the type of analyses specified and detection limits required for trace contaminants pursuant to AMCC guidelines. As these guidelines are not yet fully instated, or may be subject to change as of the writing of this document, the equipment and machinery list the laboratory currently uses is provided
- Links to instrumentation manuals and operating instructions are found in individual SOP's for each analysis type currently maintained by the laboratory, and would greatly exceed the 20 page limit for this subsection (average instrumentation manual length for a single module often exceeds 100 pages, single spaced). Instrument manufacturer manuals and applications can be found online for all equipment, including, but not limited to, brochures, maintenance guides, and more specific instructions for operation of the instrument for a particular analysis type.
    - If a specific instrument manual is needed, a search online for the operation and maintenance manual for any piece of instrumentation below is rapidly and easily found. Unfortunately, guidelines prevent us from attaching the manuals here, or else we would do so
- The example equipment list from the current laboratory inventory is shown below as an example of the equipment tracking list the laboratory currently uses

ID	Manufacturer	Model	Description	Serial Number
SC10	Mettler Toledo	PL602E	Balance	C152264993
SC11	Mettler Toledo	PG2002-S	Balance	1116191499
SC12	Mettler Toledo	AE 260 Deltarange	Balance	859216
SC13	Mettler Toledo	PL602E	Balance	C206T00865
SC14	Ohaus	SJX1502N/E	Balance	C103993773
SC15	Cgoldenwall	H750002B	Balance	1188829
SC16	Amazon	HZ5003B	Balance	29243
SC2	Amazon	YP3002D	YP Series Precision Balance	11888229
SC20	Mettler Toledo	ME204T	Balance	6221098693
SC21	Mettler Toledo	ME204T	Balance	6221098004
SC3	Sartorius	Quintix 124-1S	Balance	35250116
SC4	Sartorius	Quintix 124-1S	Balance	37150169
SC6	Sartorius	Secura612-1S	Analytical Balance	36350109
SC7	Ohaus	SPX223	Balance	145721
SC8	Scientech	SA 120	Balance	B482016007
SC9	Mettler Toledo	0	Balance	P00798
SC17	Amazon	HZ5003B	Balance	HZ5003B-SC17
P56751N	Gilson	P200 uL	200 uL Pipette	P56751N
Q55252B	Gilson	P1000 uL	1000 uL Pipette	Q55252B
S65315A	Gilson	P10 uL	10 uL Pipette	S65315A
W71767H	Gilson	P20 uL	20 uL Pipette	W71767H
R50428E	Gilson	P100 uL	100 uL Pipette	R50428E
7037782	Integra	Voyager 8-Channel 1250 uL Electronic Pipette	8 channel 1250 uL	7037782
7037737	Integra	Voyager 8-channel 50 uL Electronic Pipette	8 channel 50 uL	7037737
H48045I	Eppendorf	5 mL 1 channel	1 channel 0.5-5 mL	H48045I
P77771J	Eppendorf	10 mL 1 channel	1 channel 1-10 mL	P77771J
M24155J	Eppendorf	1000 uL 1 channel	1 channel 0.1-1 mL	M24155J
O20634J	Eppendorf	10 uL 1 channel	1 channel 0.5-10 uL	O20634J
J40740J	Eppendorf	200 uL 1 channel	1 channel 20-200 uL	J40740J

L45704J	Eppendorf	1000 uL 1 channel	1 channel 100-1000 uL	L45704J
I44746J	Eppendorf	20 uL 1 channel	1 channel 2-20 uL	I44746J
P14068J	Eppendorf	10 uL 1 channel	1 channel 0.5-10 uL	P14068J
L46948J	Eppendorf	1000 uL 1 channel	1 channel 100-1000 uL	L46948J
J47051J	Eppendorf	200 uL 1 channel	1 channel 20-200 uL	J47051J
J56151J	Eppendorf	20 uL 1 channel	1 channel 2-20 uL	J56151J
G57172K	Eppendorf	Repeater M4	0.1 uL to 10 mL Repeater	G57172K
M23919J	Eppendorf	1000 uL 1 channel	1 channel 100-1000 uL	M23919J
M24103J	Eppendorf	1000 uL 1 channel	1 channel 100-1000 uL	M24103J
J54438J	Eppendorf	200 uL 1 channel	1 channel 20-200 uL	J54438J
J54431J	Eppendorf	200 uL 1 channel	1 channel 20-200 uL	J54431J
J54449J	Eppendorf	200 uL 1 channel	1 channel 20-200 uL	J54449J
L51864J	Eppendorf	20 uL 1 channel	1 channel 2-20 uL	L51864J
L51645J	Eppendorf	20 uL 1 channel	1 channel 2-20 uL	L51645J
L51643J	Eppendorf	20 uL 1 channel	1 channel 2-20 uL	L51643J
P14156J	Eppendorf	10 uL 1 channel	1 channel 0.5-10 uL	P14156J
P14055J	Eppendorf	10 uL 1 channel	1 channel 0.5-10 uL	P14055J
P14058J	Eppendorf	10 uL 1 channel	1 channel 0.5-10 uL	P14058J
7029884	Integra	Voyager 8-channel 50 uL Electronic Pipette	8 channel 50 uL	7029884
7029890	Integra	Voyager 8-Channel 1250 uL Electronic Pipette	8 channel 1250 uL	7029890
YL224AP0015305	DLAB	P5000 uL	5 mL Pipette	YL224AP0015305
YL224AP0015312	DLAB	P5000 uL	5 mL Pipette	YL224AP0015312
YL218AK0080764	DLAB	P10 uL	10 uL Pipette	YL218AK0080764

YL21BAL0018113	DLAB	P200 uL	200 uL Pipette	YL21BAL0018113
YL21BAL0017863	DLAB	P10000 uL	10 mL Pipette	YL21BAL0017863
YL21BAL0018114	DLAB	P200 uL	200 uL Pipette	YL21BAL0018114
YL21BAL0018112	DLAB	P200 uL	200 uL Pipette	YL21BAL0018112
YL218AK0082624	DLAB	P1000 uL	1000 uL Pipette	YL218AK0082624
YL218AK0083998	DLAB	P1000 uL	1000 uL Pipette	YL218AK0083998
YL218AK0082635	DLAB	P1000 uL	1000 uL Pipette	YL218AK0082635
YL219AL0004119	DLAB	20 uL	20 uL Pipette	YL219AL0004119
YL219AL0004113	DLAB	20 uL	20 uL Pipette	YL219AL0004113
YL218AK0080783	DLAB	10 uL	10 uL Pipette	YL218AK0080783
84C1035003	OHAUS	24 position 15 mL centrifuge	24 position 15 mL centrifuge	84C1035003
84C0475101	OHAUS	24 position 15 mL centrifuge	24 position 15 mL centrifuge	84C0475101
972250005	HERMLE	Labortechnik 2 mL x 24 centrifuge	Labortechnik 2 mL x 24 centrifuge	972250005
972150043	HERMLE	Labortechnik 2 mL x 24 centrifuge	Labortechnik 2 mL x 24 centrifuge	972150043
972150053	HERMLE	Labortechnik 2 mL x 24 centrifuge	Labortechnik 2 mL x 24 centrifuge	972150053
BIORAD1	BIO-RAD	CFX96 Deep Well Real-Time System	96 well qPCR real time	CT061564
BIORAD2	BIO-RAD	CFX96 Deep Well Real-Time System	96 well qPCR real time	CT061574
Gene-up 1	Biomeriuex	Gene-Up	96 well qPCR real time	GA1109
Gene-up 1 (2)	Biomeriuex	Gene-Up	96 well qPCR real time	GA0949
Gene-up 2	Biomeriuex	Gene-Up	96 well qPCR real time	GA1170

GC/MS 1	Agilent	Agilent 5975C MS	GC with mass spectrometer and headspace sampler	US62734098
	Agilent	Agilent 7890A GC		CN10722051
	Agilent	Agilent G1888 Headspace Autosampler		IT00745022
GC/MS 2	Agilent	Agilent 5977B MS	GC with mass spectrometer and headspace sampler	US174512009
	Agilent	Agilent 7890B GC		US20343007
	Agilent	Agilent 7697 Headspace Autosampler		CN16100021
GC/MS 3	Agilent	Agilent 5977A MS	GC with mass spectrometer and auto-sampler	US61322778
	Agilent	Agilent 7890B GC		CN10837119
	Agilent	Agilent 7693 Autosampler		CN1020072
LC/MS 1	Agilent	Agilent 1260 Infinity HPLC	HPLC with mass spectrometer detector	DEAG001815
	Agilent	Agilent 6470A MS		SG1844G105
LC/MS 2	Agilent	Agilent 1290 Infinity II UHPLC	HPLC with mass spectrometer detector	DEBA202600
	Agilent	Agilent 6470B MS		SG2132G212
UHPLC 1	Agilent	Agilent 1290 Infinity UHPLC	UHPLC with Diode array detector	DEBAF01757
UHPLC 2	Agilent	Agilent 1290 Infinity II UHPLC	UHPLC with Diode array detector	DEBA203129
ICP/MS 1	Agilent	Agilent 7700x ICP/MS	ICPMS with autosampler	JP11221094
Autosampler for ICPMS1	Agilent	ASX-500 Autosampler	Autosampler	US051129A520
ICP/MS 2	Agilent	Agilent 7700x ICP/MS	ICPMS	still in crate
ICP/MS 3	Agilent	Agilent 7800x ICP/MS	ICPMS	still in crate
Milestone Ultrawave Digestor 1	Milestone	Milestone Ultrawave Digestor 1	Microwave Digestor	1901-4381
Milestone Ultrawave Digestor 2	Milestone	Milestone Ultrawave Digestor 2	Microwave Digestor	1302-0324

Milestone Ultrawave Digestor 3	Milestone	Milestone Ultrawave Digestor 3	Microwave Digestor	119290
Liquid Handlers 1	Hamilton	Hamilton Microlab STAR x4	Automated Liquid Handlers	8442
Liquid Handlers 2	Hamilton	Hamilton Microlab STAR x5	Automated Liquid Handlers	831B
Liquid Handlers 3	Hamilton	Hamilton Microlab STAR x6	Automated Liquid Handlers	709B
Liquid Handlers 4	Hamilton	Hamilton Microlab STAR x7	Automated Liquid Handlers	769B
SPEX Grinder 1	Spex	2010 GENO/Grinder	Sample Homogenizer	13190
SPEX Grinder 2	Spex	2010 GENO/Grinder	Sample Homogenizer	13350
SPEX Freezer Mill 1	Spex	6875D	Sample Homogenizer	6875D
SPEX Freezer Mill 2	Spex	6875D	Sample Homogenizer	10235
210182392	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210182392
1189095	Thomas Scientific	0.1C Thermometer	Certified NIST Traceable Thermometer	1189095
200823104	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	200823104
200823097	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	200823097
200822702	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	200822702
200823100	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	200823100
210786142	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210786142
210038477	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210038477
210786151	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210786151

210662254	Thomas Scientific	9327L12	Certified NIST Traceable Thermometer	210662254
210188968	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210188968
210038486	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210038486
200823207	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	200823207
210038485	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210038485
210883294	Thomas Scientific	0.1C Thermometer	Certified NIST Traceable Thermometer	210883294
210883310	Thomas Scientific	0.1C Thermometer	Certified NIST Traceable Thermometer	210883310
210188931	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210188931
210511261	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	210511261
200823202	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	200823202
200823093	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	200823093
221562400	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562400
221562399	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562399
221562408	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562408
221562403	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562403

221562406	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562406
221562410	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562410
221562402	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562402
221562158	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562158
221562167	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562167
221562160	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562160
221562165	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562165
221562147	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562147
221562149	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562149
221562154	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562154
221562157	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562157
221562146	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221562146
210883308	Thomas Scientific	0.1C Thermometer	Certified NIST Traceable Thermometer	210883308
211063653	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	211063653
211063647	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	211063647

211063631	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	211063631
221160760	Thomas Scientific	1C Thermometer	Certified NIST Traceable Thermometer	221160760
TM1	Control Company	8RLR2	Certified Timer	221880270
TM2	Control Company	8RLR2	Certified Timer	221880310

Exhibit 14 – Receiving and Shipping Plan

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

Receiving and Shipping Plan

14.1

- The laboratory shall contract with a third party Secure Transporter wherever possible to conduct sampling pursuant to sampling regulations and rules put in place by the AMCC for any official, non-private testing
- The secure transporter shall ensure, as according to AMCC guidelines and laboratory procedures, that all individual batches being sampled for testing are appropriately prepared, tagged/identified, and packaged in tamper-proof containers at time of receipt

14.2

- Batches and containers obtained from the licensee by a third party Secure Transporter contractor must be labeled with a QR Code that identifies the licensee, facility, plant tag identification number, date of harvest, date of processing (if applicable), and for a sample that has already received testing the date of the last testing approved by a State Testing Laboratory
- Samples received for non-official testing from any entity must follow AMCC/Alabama regulations as laid out in the Regulation of State Testing Laboratories document, and declared to the commission accordingly
    - The receiving and shipping plan shall be updated with any future alterations proposed by the AMCC as needed
    - The laboratory and third-party Secure Transporter shall ensure that adequate sample is obtained to conduct the required testing as requested by a licensee or other entity, as well as adequate material for at least one retest
        - Samples provided to the laboratory must arrive in tamper-proof packaging to ensure sample integrity, with appropriate coding (QR code)
        - Quantities saved for retest must be securely stored under conditions that will not lead to the degradation of the product

Exhibit 14 – Receiving and Shipping Plan

14.3

- All samples received by the laboratory must be accompanied by a manifest/chain of custody which is thoroughly reviewed both by the Secure Transporter as well as laboratory intake staff. Confirmation of a correctly filled-out manifest is attested to by signatures and time/date stamps from:
    - The licensee
    - The Secure Transporter
    - The laboratory agent responsible for receipt of samples
- The information required for the chain of custody and manifest for sample transport is to be presented on documentation provided to the licensee or provider of the sample, and is to be consistent with the requirements as laid out in AMCC Regulation of State Laboratories document section 538-x-10-.09 section 3f
    - Should guidelines change or be updated in the course of implementation, updates to the requirements for shipping/receiving consistent with the most recent publication of testing rules will be used

14.4

- All information from the QR code generated for an incoming medical cannabis sample, in addition to internal information related to the intake/receipt of samples (date and time) at the laboratory, shall be input into the Statewide-Seed-To-Sale Tracking System
    - A detailed Standard Operating Procedure for this will be created once the Seed-to-Sale Tracking System is chosen and implemented by the AMCC

14.5

- Samples being delivered to the laboratory that do not represent crude or in-process material (ex: material submitted directly from a dispensary or from a processing facility) shall be enclosed in a tamper-proof or tamper-evident container, whether the sample submitted already is enclosed in a container or not. If a sample is received in a process-batched or ready-for-sale format (e.g. in individual containers from a processor or in packaging ready for sale from a dispensary), notes to this effect should be recorded in the QR code or manifest, and any containers received from the submitter placed within tamper-proof/evident containers shall be appropriately labeled to ensure tracking integrity
    - Notes about the state the sample was received in should be recorded in the Statewide Seed-to-Sale Tracking System, if the system chosen by the AMCC is capable of recording notes to this effect

14.6

- Samples returned to a licensee from the testing facility should be QR coded to identify the testing laboratory, the facility the sample was received from, the type of product received, the date testing was performed and published, and the date on which the laboratory issued data showing that the sample was either approved as passing or rejected as failing for a specified parameter in the Seed-to-Sale tracking system

14.7

- Test material being returned to a licensee for additional processing/remediation/destruction must be accompanied by a chain of custody/manifest, and should be transported to the Licensee by a Secure Transporter third party.
    - As with any other transported material, the manifest must be signed, dated, and timestamped by the Laboratory, the Secure Transporter, and

Licensee, to indicate that AMCC guidelines are understood and followed in the process

14.8

- All information stored in the QR code for a sample set to be returned to a Licensee, including the date and time of the shipment, is to be logged into the Statewide Seed-to-Sale Tracking System chosen by the AMCC

-

Exhibit 15 – Facilities

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

15.1: ALA Labs, LLC. State Testing Laboratory.

15.2: The Mayor of Tuskegee, AL has issued ALA Labs, LLC a 10-acre parcel of land with the exact address yet to be determined. This parcel will be located in the Tuskegee Commerce Park.

15.3: As the exact address has yet to be determined, at this time an aerial photograph with site boundaries is unavailable. As the project progresses, ALA Labs, LLC will be happy to provide an aerial photograph with site boundaries.

15.4/15.5:

RESOLUTION NO. 2023-31

Resolution designating a ten acre parcel of land in the Commerce Park for the ALA Labs, LLC

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUSKEGEE as follows:

1. The City Council of the City of Tuskegee formally designates a ten (10) acre parcel of land located in the City of Tuskegee Commerce Park designated Parcel #5(b) for the purpose of providing a location for the construction and development of a medical marijuana testing laboratory by ALA Labs, LLC. The name proposed for the new development in the City of Tuskegee is ALA Labs, LLC.

ADOPTED and APPROVED this 13th day of December, 2022.

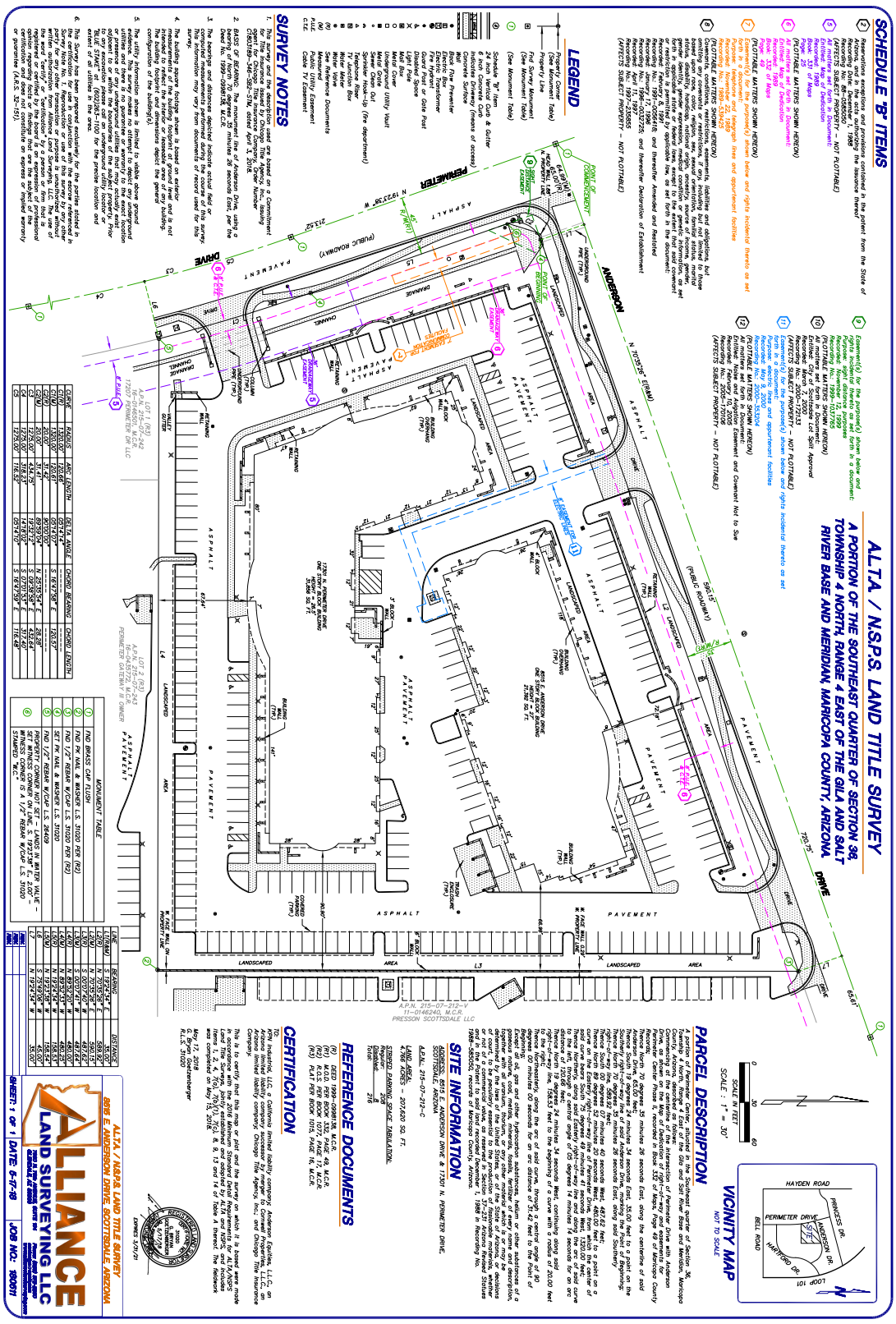
CITY OF TUSKEGEE, ALABAMA

Lawrence F. Haygood, Jr., Mayor

ATTES:

Fartima B. Clark, City Clerk

15.6: Site plans below are from our purpose-built facility, Headquartered in Arizona. ALA Labs, LLC plans to build a replica of the below renderings to satisfy the necessary testing, safety, and security needs in Alabama.


ALTA / N.S.P.S. LAND TITLE SURVEY
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA
8915 E. ANDERSON DRIVE, SCOTTSDALE, ARIZONA
SCHEDULE 'B' ITEMS
LEGEND
SURVEY NOTES
PARCEL DESCRIPTION
VICINITY MAP
SITE INFORMATION
REFERENCE DOCUMENTS
CERTIFICATION
ANDERSON DRIVE
PERIMETER DRIVE
HAYDEN ROAD
PRINCESS DR.
MARYLAND AVE.
LOOP 101
BELL ROAD
ALLIANCE LAND SURVEYING LLC
8915 E. ANDERSON DRIVE, SCOTTSDALE, ARIZONA
SHEET: 1 OF 1 | DATE: 5-17-18
JOB NO: 180091

15.7: ALA Labs, LLC, upon approval to operate, will begin construction and be fully operational by the time testing is needed by licensed producers and operators.
15.8: ALA Labs, LLC purpose-built facility will be opened to licensed cannabis producers and operators from 8am to 5pm.
15.9: ALA Labs, LLC will be open to employees from 8am to 5pm. All after hours contact needs should be directed to the Head of Security once the position is filled.

Exhibit 16 – Security Plan

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
	12/30/2022
Signature of Verifying Individual	**Verification Date**

Security Plan Overview: ALA Labs, LLC (doing business as Apollo Labs, hereinafter referred to as "Applicant"), recognizes the impact a medical cannabis testing laboratory may have on the surrounding community and businesses, and has developed a plan to minimize any concerns for public safety. As described in greater detail below, Applicant will implement the following layers of security along with comprehensive policies and procedures to ensure continuous and thorough protection and monitoring of the premises, per 538-x-10-.09(3)(h): Twenty-four-hour Alarm Systems; Duress Panic and Hold-up Alarms; Broadcast Communication Devices; Audio/Video Surveillance Systems; Exterior Perimeter Security to include: Fences or barriers needed, Exterior doors, and Exterior walls; Security Guards; Strict Access Controls; Testing Laboratory Access for the members of the public and visitors, to include process for recordkeeping and identification badges; Theft, Diversion, or other Loss Policies; Commission's access to Applicant's Security Plan.

16.1 – Twenty-four-hour alarm systems

Alarm System Overview: Applicant understands that in order to provide a safe environment for testing laboratory employees, visitors, and the community, the testing laboratory must be safeguarded from unauthorized entry at all times. In order to minimize any threat of unauthorized entry, Applicant will secure the facility with a twenty-four hour commercial grade alarm system that will control access to the facility. Applicant's selected security vendor is licensed by the Alabama Electronic Security Board of License ("AESBL"), and will be responsible for the installation of all alarm systems at Applicant's testing laboratory facility. Applicant will contract professional licensed third-party security monitoring company to handle management of the 24/7 live alarm monitoring of the facility. The alarm system will utilize commercial grade equipment to prevent and detect diversion, theft, or loss of medical cannabis. Applicant's selected security vendors are well respected security companies that have served some of Alabama's top businesses. Applicant's facility will be equipped with a radio automatic voice dialer which, when activated, will send a prerecorded voice message requesting dispatch to the central station alarm company and law enforcement. The alarm system also has a failure notification system that provides an audible, text and email notification to Applicant's Security Director and designated Security

Guards within five (5) minutes of any system failure. In the event of a system failure, an immediate alert will be provided via email and text message to senior management. In the event of an extended mechanical malfunction of the surveillance system, Applicant will notify the Commission immediately and, with Commission approval, provide alternative security up to and including the closure of the testing laboratory. The testing laboratory facility will use security alarm systems that provides coverage, intrusion and fire detection of all: Testing laboratory entrances and exits; Rooms with exterior windows; Rooms with exterior walls; Roof hatches; Skylights; Storage rooms and safes; Perimeter of the testing laboratory; and Any room where medical cannabis is stored. A separate security alarm system from the facility's primary security system, shall cover the testing laboratory's limited access areas including the Security Room where the recordings are stored. The separate security alarm system shall meet the same requirements as each testing laboratory's primary security alarm system, as outlined below. To ensure that the alarms remain at a level of optimal operation, the Security Director will test the security alarm system and all devices on a monthly basis and maintain a record of all tests; the system will also be inspected and all devices tested twice annually by a qualified alarm vendor.

Fire Alarm: A smoke and fire alarm detection system will be installed at the testing laboratory facility. Applicant will comply with all local and provincial building laws and fire codes. The fire alarm system will be regularly tested in conjunction with the local fire department to ensure its operation. The Security Director will monitor updates to the fire code regulations and will establish a line of communication with the local fire department and other regulatory authorities to comply with signage requirements. Fire extinguishers will be strategically located throughout the building and available for those with proper fire safety training to put out a small fire.

16.2 – Duress Panic and Hold-up Alarms

Alarm Devices and Hardware: Applicant will install the following necessary and useful alarm systems at the testing laboratory facility, which summons law enforcement personnel during, or as a result of, an alarm condition: Hardwired systems and systems interconnected with a radio frequency method, such as cellular or private radio signals that emit or transmit

a remote or local audio, visual, or electronic signal; Motion detectors; Pressure switches; Duress alarm; Panic alarm; Holdup alarm; Automatic voice dialer; and Failure notification system that provides an audio, text, or visual notification of any failure in the surveillance system. Applicant will be using an alarm control panel such as the Honeywell Vista 21 IP Alarm Control Panel. The alarm panel provides up to 48 zones of protection, an on-board IP connection, graphic keypad support and dual partitions. The alarm panel provides the ability to send alarm signals and upload/download via an Internet Protocol. The control panel will send a signal or polling to the alarm company every 200 seconds to ensure the system is in good working order and transmitting to the alarm company.

Applicant's testing laboratory facility will be governed by an alarm keypad such as the Honeywell 6160. The 6160 features a 32-character display with easy-to-read plain-English status messages. Other features include:

- Large, easy-to-use keypad;
- Keys continuously backlit for greater visibility;
- Speaker with audible beeps to indicate: System status; Entry/exit delay; Other alarm situations;
- Zones and system events displayed in plain English;
- System functions clearly labeled; and
- Functions performed by just entering security code plus command.

The alarm keypad will be equipped with a silent security alarm system signal, also known as a duress code. This code will allow the user to transmit a silent signal to the alarm company indicating that the user is being forced to turn off the alarm system. Applicant will thoroughly train all testing laboratory employees on testing laboratory employee safety and security policies for handling breach of security, robbery, violent accident, fire, or other emergencies. Applicant will be using a passive infrared ("PIR") motion sensor such as the Honeywell DT8000 series as part of the alarm system. Motion detector sensors in the testing laboratory will alert authorities if there is an attempted break-in through the roof or walls. Applicant plans to use Honeywell Model 5800 series door transmitters to monitor when doors are

opened. Most door contact sensors utilize a circuit with magnetic contacts and a low current. When the door is closed, the contacts touch and create a "closed" circuit with a low current. When the door opens, the contacts no longer touch and create an "open" circuit through which a current cannot flow. Applicant will also utilize a holdup alarm button, generated by the manual activation of the device, which is intended to signal a robbery in progress to the alarm company and local law enforcement.

Alarm buttons are activated by pressing the device button; and once activated, they cannot be deactivated. Devices such as the United Security Products HUB LED are commonly used in banks and retail establishments. Emergency remote panic alarm button pendant transmitters such as the Linear DXT-61A will be worn by all testing laboratory employees at the facility. Once activated by pressing the button on the unit, the panic alarm will signal an audible alarm that notifies the public safety answering point for the law enforcement agency having primary jurisdiction. This device is intended to be used to signal a life-threatening or emergency situation that would require an urgent law enforcement response. The system will also have an automatic voice dialer that will send a prerecorded voice message requesting dispatch, when activated, over a telephone line and radio to law enforcement and emergency services. To ensure the audible alarm is adequately heard and, moreover, loud enough to notify all testing laboratory employees of an event, high-power speakers will be mounted throughout the facility.

16.3 – Broadcast Communication Devices: Both the landline phone system and cell phones will be used to provide communications between Applicant's testing laboratory and outside agencies/contacts. Portable radios on channel eight (8) will be used for all internal communications between onsite testing laboratory employees. During any emergency situation, clear and concise communication is critical. Portable radios (walkie-talkies), if used properly can greatly affect the outcome of any situation and save lives. The following radio protocols have been established and shall be followed by all testing laboratory employees during any declared emergency or event: All portable radios will be turned to channel eight (8); Only use the radio if it is necessary to relay or receive information pertaining to the emergency at hand; Depress the transmit button and hold it for at least two

(2) to three (3) seconds before speaking; Use plain, unambiguous language when possible; Try to pre-plan the information for transmittal; Remain calm and speak into the radio with an even tempo and pitch; and Use short statements and "break" or pause every few seconds to allow others to use the channel.

16.4 – Audio/Video Surveillance System

Video Surveillance: Applicant will contract a professional licensed third-party video surveillance company to install and maintain all video surveillance equipment at Applicant's facility. Applicant will use security and surveillance systems, utilizing commercial grade equipment, installed in a manner that will prevent cameras from being readily obstructed, tampered with, or disabled. Applicant will use a professionally monitored, sophisticated high-definition, closed-circuit television surveillance system that is operational 24 hours a day, seven days a week and records all activity in images capable of clear and certain identification of any person. The video surveillance system cameras can identify persons and, using video analytics, connect transactions to video recordings. Facial features and other identifying characteristics such as tattoos will be fully visible, and each transaction will be recorded such that management or the Security Director can review or investigate the interactions and product or cash handling procedures of testing laboratory employees. Per 538-x-10-.09(3)(h)(6), surveillance video will record 24 hours per day, 7 days per week, and all video recordings will clearly display the same, correct date and time. Audio recordings shall clearly and accurately capture conversations and activities to a level of 20 decibels within camera range. The surveillance system will be capable of recording at 1920 x 1080p, and an image frame rate of at least 10 frames per second during alarm-based or motion-based recording. All recording devices shall be fully functional and fixed in place covering both the interior and exterior of the State Testing Laboratory's facility. Applicant's recording devices will be strategically places to ensure the clear identification of individuals and activities in all reasonably accessible areas of the premises, including but not limited to all entrances, exits, parking lots, and any area where medical cannabis or medical cannabis is delivered, received, handled, stored, prepared, tested, or readied for transport. Video storage (together with other security equipment and recordings) will be kept in a locked cabinet within a security room with access limited to certain testing laboratory employees whose

duties necessitate access, thus preventing against theft, loss, destruction, corruption, and alterations. Applicant will designate and train security officers to continuously monitor the security system and surveillance system at each testing laboratory. The monitoring security officer will report any unusual occurrences to the facility's Lab Director and the Security Director. Applicant will regularly inspect the video surveillance system on a monthly basis to ensure that the system remains in perfect operating order. A third-party security company will routinely inspect and maintain all surveillance equipment. The security system will also be tested at least once every year by a qualified surveillance system vendor. A video monitor will be present as soon as any individual enters the testing laboratory to make them aware of the video surveillance system and enhanced standards of security on the premises.

Video Cameras: Internet Protocol ("IP") cameras are digital video cameras commonly employed for surveillance; unlike analog television cameras, IP cameras can send and receive data video via a local computer network and the Internet. Applicant will utilize bullet cameras and dome cameras that meet the descriptions below. Bullet cameras are more common for security and especially where glare is a concern, but dome cameras will also be used to enable a wider field of view per camera and to prevent tampering. Features of selected IP Cameras will include the following: At least 1920 x 1080p (2 Megapixel or MP) Resolution – Resolution describes the total number and orientation of tiny dots that create the larger picture. 2 MP images are considered "high definition" and have 6 times as many pixels as standard-definition cameras. These cameras will enable clear and certain identification of any person.; At least 1/3" CMOS sensor – large sensors absorb more light per pixel, improving color and light sensitivity; Up to 10 Frames per Second (FPS) recording – FPS is the rate at which an imaging device captures consecutive images. High FPS couples with progressive scanning for clearer images; Progressive scanning – Reduces flickering by capturing an entire image at once, as opposed to interlacing; Data will be transmitted over the Real-time Protocol (RTP) or Real Time Streaming Protocol (RTSP); Camera feed will traverse the IP network from the camera source to the server, utilizing Motion JPEG (MJPEG) or MPEG-4/H.264/Advanced Video Coding codec technology; Infrared capability – camera

will utilize the infrared spectrum to improve contrasting, especially for facial recognition, to improve low-light situations or day/night adjustments.

One proposed camera for standard fields-of-view is the Axis M3105-LVE. This camera has all the features above, including Wide Dynamic Range and built-in IR illumination enabling excellent light sensitivity and contrast adjustment. WDR is advantageous in situations with high and low lighting on different parts of the screen, whereas a camera without WDR may not display the lowlight portions with adequate detail. WDR enhances the portions of an image with low light to ensure the entire image is clearly identifiable. The dome style casing will protect against vandalism or tampering and is IP66 and IK08-rated to withstand rain and dust. Digital pan/tilt/zoom (PTZ) functionality can greatly enhance facial and other identifying features. One proposed camera for the 180-degree fields of view is the Axis Q3708-PVE. Also meeting the qualifications above, it contains three 5 MP sensors to form a 15MP image with no fisheye effect or correction. It will also protect against vandalism or tampering and is IP66- and IK10-rated to withstand rain and dust. A proposed camera for 360-degree needs would be the Axis M3047-P, a 6 MP camera commonly used inside retail environments.

Applicant will use direct line-of-sight camera placement with motion-activated lighting at all testing laboratory locations, which will operate at all times and allow for clear and certain recording and identification of all individuals and activities under not only normal, but all, lighting conditions in and around the following: Each point of entry and exits will be recorded from indoor and outdoor vantage points, per §20-2A-64(2)(d)(2); All areas where medical cannabis is stored or handled, including the Vault, all safes, the Quarantine Room and all limited access areas; Rooms with exterior windows, exterior walls, roof hatches, or skylights and storage rooms, including those that may contain medical cannabis and safes; The entrance to the video surveillance room or any room containing the security and surveillance system storage device or equipment; Any area of the facility where medical cannabis is loaded or unloaded into or from vehicles; Five feet from the exterior of the perimeter of the facility to allow for full coverage of perimeter and parking lot, which must have appropriate lighting for the normal conditions of the area under surveillance.

The surveillance system's cameras will be capable of identifying persons, license plates, and vehicles, activities within any area of the testing laboratory and within twenty (20) feet of all entry and exit points to and from the premises. All cameras will be installed at a height that provides an optimal vantage point to allow a clear image of all individuals and activities in and around the facility. The system will operate under all lighting conditions for each area. Motion activated lighting will be installed to increase picture clarity and brightness and ensure proper surveillance during hours of darkness at all entry points, low light interior areas, and where all exterior cameras are located.

Embedded Network Video Recorder and Hard Drive Storage: Applicant will install a multi-channel IP Embedded Network Video Recorder ("ENVR") which functions as the security system's central hub. The ENVR records video from multiple cameras in a digital format to a disk drive, USB flash drive, SD memory card, or other mass storage device. The ENVR will be remotely accessible at all times through a secure web portal for senior management, the Commission and local law enforcement. Remote accessibility will permit management, the Commission, and local law enforcement to view live footage and review security logs from any of Applicant's testing laboratories at any time. Direct feed and login capabilities will be provided to the Commission and local law enforcement to allow for real-time access and monitoring. The video surveillance system will use removable hard-drive-rack-mountable servers for extensive video storage. Software access controls and logs will protect the system from unauthorized tampering and will allow for senior management to review all system access and access attempts. The system will store video clips using several proprietary derivative compressed video formats which cannot be edited or altered. Video compression is ideal for remote video transmission over affordable broadband. Efficient video compression also allows the same number of days of video storage in less than half the hard drive space required by other video storage systems. Utilizing a redundant array of independent disks (RAID) is a way of storing the same data in different places on multiple hard disks to protect data in the case of a drive failure. RAID systems are thus more reliable for accessing and retrieving video recordings in storage.

Security Office: The security system equipment and recordings will be installed in the Security Office, in order to prevent theft, loss, destruction, corruption or alterations. This office will house the following equipment: an ENVR, at least two 24" call-up monitors connected to the security system at all times, a computer (one call-up monitor will double as the computer monitor), a color printer, video playback equipment, a master intercom, a phone, an alarm panic button and a lockable case for portable equipment. Access to the surveillance equipment and computer will be password protected. The Security Office shall be locked at all times. Applicant will maintain and update a map of the camera and alarm locations, the direction of coverage, camera numbers, security equipment maintenance activity log, user authorization list, and operating instructions for the camera equipment. This documentation and map will be kept in the Security Office and the map will be updated whenever a camera's location is changed.

Video Surveillance Images: Cameras will capture clear and certain identification of any individuals entering and exiting the testing laboratory and the ENVR will take photos from these recordings so that up-to-date photos of testing laboratory employees, visitors, and contractors are maintained. The video system will have the ability to immediately produce a clear, color, still photo in a digital format either live or from a recording. The cameras will also have an embedded date-and-time stamp on the video; the date and time will not obscure the picture and will synchronize in accordance with the official United States time established by the National Institute of Standards and Technology and the U.S. Naval Observatory. This surveillance system is IP compatible and will record activities on the premises and around the perimeter of the premises at all times as described above. The ENVR allows the export of still clear color digital images in industry-standard image formats, including .jpg, .bmp, and .gif. Applicant will utilize a color printer capable of immediately printing clear color still photos at a minimum of 9600 dpi from any camera image live or recorded. The ENVR will automatically archive exported surveillance recordings in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. The exported footage is archived in an industry-standard file format that can be viewed on a standard computer operating system.

Even though the ENVR will automatically store all recordings and electronic security logs, this information also will be backed up and stored on a cloud-based server.

Video Surveillance Recordings: Applicant understands that there may be times which necessitate immediate access to specific images recorded by the video surveillance system. As such, Applicant's system will be able to export still images in an industry standard image format, including .jpg, .bmp, and .gif. This exported video will be archived in a proprietary format that ensures authentication and guarantees that the recorded image has not been altered. The exported video will also be saved in an industry standard file format that can be played on a standard computer operating system. Access to the Security Office and the recordings will be limited to necessary personnel only. There will be 24-hour live feed with motion-activated recordings from all video cameras, and the testing laboratory will retain the recordings for a minimum of 4 years. Recordings will be archived in an industry-standard file format that can be viewed on a standard computer operating system.

Backup Power Source: In the event of a system failure, the system will send an immediate alert via email and text message within five (5) minutes to management. Applicant will contract with a licensed power source company to purchase the appropriate backup/ auxiliary power source system which will maintain normal video surveillance activity for up to 48 hours. The video surveillance systems will be equipped with an uninterruptible power supply ("UPS") synchronized with a compatible high-output generator to provide a seamless transition from main power to auxiliary power in the event of a power outage.

16.5 – The Perimeter and any Outdoor Premises Security

Perimeter Security: The exterior fence surrounding the facility will be an 8-foot chain link fence with privacy slats. This fence will encircle the facility and have a locked gated entry. This fence will be sufficient to prevent someone from easily cutting through it, and the posts will be sunk into concrete bases to prevent someone from easily knocking them down. The fence will serve as a clear deterrent and additional perimeter barrier, discouraging surreptitious entry and keeping wildlife off the property. Gates will regulate flow of traffic and can only be opened by an authorized proximity card or remote access from the Security Office. Gates will remain locked otherwise. The video surveillance system that will be

continuously monitored by designated professional security personnel. The system will encompass the entire fence line and record all activity 24/7 in images capable of clearly revealing facial detail. The perimeter security system will also include motion-sensitive cameras that can detect people entering the premises in low- to no-light situations.

Exterior Lighting: The outside perimeter of each testing laboratory will be well-lit, at all times, to ensure proper surveillance. All entrances and windows will be fully illuminated during the hours of darkness to a minimum of 500 lux. Additionally, 1,000 lux motion activated lighting will illuminate exterior doors and windows. Lux quantifies how much light enters the eye or camera, and a 500 lux is comparable to a sunset. All other areas around each testing laboratory will be illuminated, at all times, to the minimum necessary to facilitate video surveillance. Parking lot lighting will fully illuminate the parking lot at night allowing for clear and accurate video recording as well as visitor and employee safety when going to their vehicles. All other areas around each testing laboratory will also be illuminated, at all times, to the minimum necessary to facilitate video surveillance. The lighting system will not disturb surrounding businesses or neighbors and will primarily implement downward facing, shielded lights. Applicant will ensure the facility complies with the governing local municipality's lighting standards regarding fixture type, wattage, illumination levels, and shielding, and will secure the necessary approvals and permits as needed for exterior and interior lighting.

16.6 – Exterior Doors: Applicant will only install commercial grade, non-residential metal doors and door locks on every external door at the facility. Applicant will install commercial Grade 1 ANSI-rated door locks on every door at an access control entry point. Exterior doors and windows will be alarmed and secured against entry or breakage. Entrances will have controlled access requiring PIN and card authentication. Entrances/exits and doors to high-security areas will be protected by: 16-gauge steel security doors rated for 60-minutes forced entry resistance; Metal frame; Locks shielded with metal plates to prevent manipulation from the outside; Hinges on the interior of the door to prevent forced entry
Applicant will use electric strike locks at each testing laboratory facility, which allows for easier access control modification and are less susceptible to damage than physical locks.

Where permissible, locks will be fail-secure, meaning a power failure will not automatically release door locks during a power outage. High-security keys will be available to mechanically override the locks while preventing duplication. Emergency keys will only be distributed to senior management or responding emergency personnel.

All fire exits will use a Trident emergency door lock system that will provide access control as well as being fire-rated. Trident emergency doors feature maximum protection against prying attempts at the lock edge of the door. Trident emergency doors are bolted to the frame at four locations, and the stainless-steel bolts project 1 inch into the door frame. Trident emergency doors also feature a fire-code compliant single-motion paddle egress. Fire exits will be constructed so that the path to egress is obvious and direct, and fire exit doors will swing open in the direction of egress.

16.7 – Exterior Walls and Windows: The exterior walls will be constructed with at least 8 inches of poured reinforced concrete or other substantial masonry and reinforced vertically and horizontally with 1/2-inch steel rods tied 6 inches on center for rebar for added security. The interior of the walls will be lined in heavy duty, 1/4" thick wire metal mesh to increase security. This thick wire mesh has 3" square grids and will be mounted both vertically and horizontally to fit all parts of the interior of the wall. Additionally, in order to prevent unauthorized entry during non-business hours, Applicant will secure all points of entry with bars, retractable, folding or sliding metal gates, or metal rollup or accordion doors. Exterior windows will also be secured by these means. Applicant plans to use a glass break detector on any exterior glass to protect the perimeter. These sensors will alert authorities of an attempted break-in through glass windows. The glass detector can be mounted on any wall or ceiling within a 25-foot range of a window. The LEDs on the unit indicate test mode, alarms, and trouble conditions.

16.8 – Security Staffing

Security Director: Applicant's Security Director ("SD") will provide the leadership and training to ensure a secure business environment at the facility. The SD will conduct security and emergency preparedness staff training by developing, scheduling and/or facilitating

training for testing laboratory employees in order to ensure that all testing laboratory employees meet and exceed all building security requirements. The SD will provide oversight, and continual evaluation of Applicant's security plan for the continuous improvement of proactive responsiveness to changing safety conditions. The SD is ultimately responsibility for security of the premises, and will delegate security duties to the security guards**.** The SD is responsible for all aspects of the security plan, including managing all security technology, managing access to the facility, training company personnel in risk management, and hiring and supervising security guards.

Security Guards: Applicant will hire uniformed security guards to guard the premises during all hours of operation. Security Guards will maintain an overt, professional, and uniform appearance, establishing a peaceful, safe, and reassuring presence. At least one security guard will be onsite 24/7 continuously monitoring the security and surveillance systems and premises. The security guard will patrol the premises to ensure proper security protocols are adhered to by: Monitoring activity within the premises; Monitoring the perimeter for suspicious persons or activity; Ensuring the security systems operation; Conducting alternating internal and external patrols at least every two hours; Confirming that individuals are restricted to their authorized areas; Requesting identification from unfamiliar individuals; Confirming that procedures are being followed; Checking for damage to infrastructure; and Reporting any intruders or emergencies immediately.

In compliance with 538-x-4-.04(1-3), Applicant's Security Director and all Security Guards will complete all foundation training prior to working at the Company and annual continuing education to maintain employment.

16.9 – Strict Access Controls: Per 538-x-10-.09(h)(12), Applicant's access control system is designed to ensure strict access controls to protect areas where cannabis or medical cannabis is handled or stored – in a secured, locked room or vault.

Proximity Keycard System: To prevent sharing of access credentials and regulate the access of testing laboratory employees and visitors throughout each facility, Applicant will employ a modular, scalable access control system for limited and restricted areas. Applicant

will limit the use of combination numbers, passwords, or electronic or biometric security systems to registered, authorized testing laboratory employees. The SD will have the authorization to rapidly modify access authorization and restrictions to in keeping with changes in testing laboratory employee roles. Applicant will use an electronic controlled access system, such as the TruPortal keycard system, to limit entrance to all restricted access areas of its testing laboratory. The electronic controlled access system will: Limit access to authorized individuals; Track specific personnel entry and exit times via card reading; Lock down the testing laboratory in the event of a security threat; Store data for retrieval locally and via cloud backup; Remain operable in the event of power failure via battery and generator backup; and Enable remote administration via IP access to the administrative dashboard. Applicant will immediately submit stored controlled-access-system data to the Commission upon request.

Access Entry Authorization System: Since traditional key/lock combinations can be replicated or breached easily by professional criminals, Applicant will use a combination of proximity access, PIN code, and biometric readers to ensure the security of the premises. Each testing laboratory employee will be given an access card that will be printed at the testing laboratory. Access cards will contain the picture of the testing laboratory employee and a unique serial number associated with the testing laboratory employee. This card will limit access to specific areas the testing laboratory employee is authorized to enter and ensure that unauthorized testing laboratory employees and visitors will not have access to restricted areas. An electronic log of testing laboratory employees, PIN codes, biometric templates, and their associated key card serial numbers will be kept on file. Testing Laboratory employees will visibly wear their color-coded access card on their person at all times while on the premises. Any lost or stolen key cards must be reported to the SD and/or the Lab Director immediately so that card access can be suspended. Applicant will maintain an electronic backup system for all access codes and electronic records. The alarm system also works with testing laboratory employee access cards to promote accountability and tracking. Every time a testing laboratory employee uses their key card to enter an area, the alarm system will electronically record and maintain the testing laboratory employee's information, the time and date the testing laboratory employee entered the room, and how

long the testing laboratory employee was in the room. The system will flag anytime a door is left open for longer than 30 seconds. A log of all entries will be maintained and backed up with the security records for a minimum of four (4) years. To help prevent theft and diversion, the access entry system will be configured to lock down the testing laboratory in the event of certain security threats. The system will also be enabled for remote administration to allow management more control over the testing laboratory. In the event of a power failure, the access entry system will remain operable because it will be connected to a backup power supply that will remain operational for at least forty-eight (48) hours. All testing laboratory employees will sign a confidentiality agreement, the breach of which will be cause for immediate termination. The confidentiality agreement will, among other things, prohibit testing laboratory employees from sharing their access proximity security cards and/or PIN codes. Applicant recognizes the authority of law enforcement, fire personnel, or emergency medical service professionals to enter restricted access areas in the event of an emergency requiring immediate action.

Two-Factor Authentication: The access control entry points will be equipped with a commercial grade combination proximity reader and PIN code reader. Authorized individuals will present their proximity access control card at the proximity reader. If they are currently authorized to enter, the locking device at the entry point will be released. Only those testing laboratory employees with a need to access particular areas of the testing laboratory will be given the necessary authorization. Because there is a potential for unauthorized personnel to discover the PIN code of the keypad, the combination will be changed at irregular intervals. All testing laboratory employees will also be given a duress PIN code that they can enter into the keypad, which will signal to local law enforcement in an emergency situation. Applicant will not allow keys to be left in locks and will not allow keycards or keys to be stored or left in a location accessible to persons other than registered, authorized testing laboratory employees. The locking hardware at the entry location will be fail-secure hardware, except in areas prohibited by building or fire codes. Fail-secure hardware will remain locked in the event power is interrupted to the locking hardware. The access control system will record all employees' entry and exit logs. These logs will be retained for a minimum of four years. There will be a mechanical override available where

required and the emergency keys to override the locking mechanism will be "high security" keys and cores to prevent duplication. Emergency keys will only be distributed to management or responding emergency personnel. The system is managed at the individual cardholder level and at any point the system administrator will be able to disable access to the cardholder or limit their access based on a schedule. The system will also report attempts by individuals to utilize their card when it has been disabled.

16.10 – Information And Records Security: Applicant shall track the all testing laboratory security and surveillance related activities and have an electronic back-up system for all electronic records. Applicant will keep and maintain upon the permitted premises for a period of seven years—unless otherwise indicated or required— true, complete, legible, and current books and records. Applicant plans to back up records with offsite cloud storage. Records will be secured and backed up daily on an encrypted cloud service to prevent tampering, theft, or destruction of records. Records will have safeguards against unauthorized erasures and changes in data after the information has been entered and verified by Applicant. All physical documents, such as personnel records, transaction records, inventory records, security records, audit records, business records, and financial records will be stored electronically in redundant and geographically dispersed tier-rated data centers to provide the maximum level of security and compliance with all state and federal document storage and confidentiality rules. For the storage and retrieval of information, Applicant will use a system that: Guarantees the confidentiality of the information contained therein; Is capable of providing safeguards against erasures and unauthorized changes in data after the information has been entered and verified by the testing laboratory; Is capable of being reconstructed in the event of a computer malfunction or accident resulting in the destruction of the data bank. In compliance with 538-x-4-.05(2), Applicant's network security shall comply with cybersecurity standards set by the International Society of Automation (ISA) and the International Electrotechnical Commission (IEC) standard ISA/IEC 62443 applicable to industrial facilities operated by manufacturers of medical or pharmaceutical businesses. Applicant's information and cyber security program will engage a wide range of strategies, tactics and tools including: Security packages verifying user sign-on to computers, log recordings, and password verifications,

which change on a set pattern; Strengthen domain and network security, establish strong password policies, create a regular patching routine, and segment networks; Conduct once a year third-party vulnerability hacking tests to check for weaknesses in the system; Online security software conducting periodic scans, virus checks, elimination of malware, Trojan horses, and attempts at hacking into the system; Hidden naming convention for the wireless system; Automatic backup on all files into a secured section of the cloud; Documented policies on information security and IT-related issues such as password protocols; Restricted and limited access of key personnel to a mobile access application; Testing Laboratory employee training, awareness initiatives and risk-generated alerts on time-sensitive threats; Annually renewed testing laboratory employee acknowledgements on the use of the electronic systems within the testing laboratory. This program will deter cyber-attacks and intrusions into the company's systems and prevent theft of digital records.

16.11 – Employee Identification Badges: All testing laboratory employees will be required to wear identification badges while working at the facility. Applicant will have branded employee identification badges created for each employee with the following information: First Name; an Position: Manager, Technician, Security, etc.

16.12 – Visitors Access: In order to obtain a visitor identification badge, a visitor will have to provide a valid government- issued identification which must contain their name, photograph, and date of birth. Visitors will be signed into a visitor log, which will include the following information: Full name of each visitor entering the regulated premises; Commission or other entity associated with visitor's access; Badge number; Purpose of visit; Areas of the testing laboratory visited; Name of each employee visited; The assigned testing laboratory employee who is escorting the visitor; Date of arrival; Time of arrival; Signature of visitor upon arrival; and Time of departure. The testing laboratory employee must check the visitor's government-issued identification to verify that the name on the identification provided matches the name in the visitor log. Then create a photocopy of the identification card that must be retained with the log. A person who obtains a visitor badge and is in a limited access area, shall: Wear a visitor identification badge that is visible to others at all times while in a limited access area; Be required to sign a visitor log upon entering and

leaving any limited access area; Be escorted and monitored by an assigned testing laboratory employee at all times while the visitor remains in a limited access area; Ensure that the visitor does not touch any medical cannabis located in a limited access area. Upon departure the visitor will return the visitor's identification badge to the Receptionist and sign out of the visitor's log by writing their time of departure and signing their name. Applicant understands the Commission or its authorized employees, or other federal, state, or local government officials, are not prohibited from entering any area of a testing laboratory if necessary, to perform the government officials' functions and duties.

16.13 – Policies to report theft, diversion, or other loss of cannabis products: Applicant seeks to prevent theft, loss, and diversion to ensure the continuous security of all medical cannabis at the testing laboratory facility, while providing a safe and secure environment for all testing laboratory employees and visitors. Employees will only have limited access to the portions of the testing laboratory that relate to their function at work. Testing Laboratory Employees that witness or suspect criminal activity will report this information immediately to senior management. All employees will be trained before being allowed to commence work on the premises to understand the consequences of illegal medical cannabis diversion. In the event of a discrepancy between the weight or quantity of medical cannabis stored, shipped, received, and/or accounted for, Applicant will immediately perform an internal audit to determine the source of the discrepancy by viewing the surveillance video, reviewing logs, and creating a missing inventory report. If it is determined that the discrepancy is due to theft or diversion, management will provide written notice to the Commission, and report the theft or diversion to law enforcement within twenty-four hours. Applicant will cooperate with any law enforcement investigations or directives. Applicant will cordon off any area of the testing laboratory that is critical to the investigation and preserve the area until investigators arrive. Applicant may also bring in a licensed security consultant to assist with the investigation. Applicant will establish a toll-free internal testing laboratory employee theft tip hotline program. An anonymous or whistleblower toll-free telephone number gives concerned testing laboratory employees the opportunity to provide information on theft and other criminal activities that might happen in the workplace, without fear of retribution. This theft hotline is one of the most effective tools in investigating

a theft in the workplace. The theft tip hotline will be operated by a third-party company that will communicate concerns to senior management. This will allow honest testing laboratory employees to report theft concerns to senior management for review and follow-up.

16.14 – Applicant will make available to the Commission or its inspectors all information relating to the Applicant's security plan: In compliance with 538-x-4-.07(12)(o)(11), Applicant is responsible for maintaining updated standards, policies, procedures and operations as it affirmed to the Commission at the time of licensing, including but not limited to, Applicant's Security Plan. Applicant's Lab Director will be trained to make available to the Commission all information relating to security alarm systems, monitoring, alarm activity, maps of camera locations and camera coverage, surveillance equipment maintenance logs, authorized use lists, operation instructions, and any other security-related information deemed relevant by the Commission or its inspectors, upon request.

Exhibit 17 – Personnel

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

FORM G: PERSONNEL ROSTER & VERIFICATION

ALA Lab LLC	Testing Laboratory
Business License Applicant Name	License Type

Complete the following information, current to within thirty (30) days prior to the date of application, for all personnel (each leader and employee) affiliated with the Applicant. Attach additional forms if necessary.

Clayton Yates		Professor
Leader/Employee Name		Title/Position
[redacted]	3344211148	yateslab@gmail.com
SSN	Telephone	Email

82 Fish Hawk Road Lot 11
Street Address

Dadeville	Alabama	36853-0200
City	State	Zip

Leader/Employee Name		Title/Position
SSN	Telephone	Email

Street Address

City	State	Zip

Leader/Employee Name		Title/Position
SSN	Telephone	Email

Street Address

City	State	Zip

FORM G: PERSONNEL ROSTER & VERIFICATION

ALA Labs LLC	Testing
Business License Applicant Name	License Type

Complete the following information, current to within thirty (30) days prior to the date of application, for all personnel (each leader and employee) affiliated with the Applicant. Attach additional forms if necessary.

Ian Lev		CEO
[redacted]ee Name		Title/Position
[redacted]	917-340-1566	ian@apollolabscorp.com
SSN	Telephone	Email

21194 N. 82nd St
Street Address

Scottsdale	AZ	85255
City	State	Zip

Leader/Employee Name	Title/Position
SSN	Telephone
Email	

Street Address

City	State	Zip

Leader/Employee Name	Title/Position
SSN	Telephone
Email	

Street Address

City	State	Zip

Exhibit 18 – Business Leadership Credentials

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

18.1:

Bryant Kearl - CV

bkearl@apollolabscorp.com ❖ (602)-317-3827 ❖ Phoenix, Arizona

WORK EXPERIENCE

Apollo Labs **February 2021 – Present**
Laboratory Director *Scottsdale, Arizona*

- Responsible for the establishment of methods and instrumentation for a cannabis testing laboratory certified by Arizona Department of Health Services in under 3 months
- Alongside team members, developed and validated custom state-approved methods on a wide variety of instruments – UHPLC/Diode Array, GC/MS, LC/MS QQQ, ICP/MS, and.
- Responsible for oversight of a diverse staff of 20 chemists and microbiologists
- Worked to obtain and maintain ISO17025 accreditation for the laboratory
- Take an active approach in assisting team members to troubleshoot issues across all departments and analyses
- Over the course of 1.5 years, assembled a team at Apollo capable of running at least 2000 samples per month for all analyses, as well as a variety of unique R&D analytical capabilities

Fujifilm Electronic Materials **April. 2018 – February 2021**
R&D Chemist and Metrologist *Mesa, Arizona*

- Developed and validated dozens of bespoke analytical chemistry methods on a wide variety of cutting-edge instrumentation to serve the exacting needs of semiconductor industry customers and internal production teams.
- Worked alongside R&D metrology director in the development of a $15M+ new cutting-edge analytical laboratory at Fujifilm (layout, instrument selection, facilitization, and more), as well as in the development of smaller satellite laboratories.
- Experience in direct customer interaction with highly demanding major semiconductor manufacturers such as Intel – high pressure product development and troubleshooting (internal and at customer sites)
- Experience in the setup and operation of an ISO 17025 certified and audited laboratory, and familiar with ISO certification process and requirements
- Select techniques/instrumentation with which I have expert-level familiarity from a methods development (qualitative and quantitative), hands-on operation, maintenance/repair and troubleshooting, and teaching standpoint include:
    - **Chromatography** - Trace and Assay-level (LC, GC, IC). Detection methods: MS (single and triple quadrupole, time of flight), optical (UV/Vis, light scattering, refractive index), charged aerosol, light scattering, conductivity, electrochemical, and more. Developed methods with detection limits for organic analytes at part-per-billion and part-per-trillion levels, as well as simple, low cost, high throughput, and high-reliability methods for assay and trace quantification. Developed methods used for ongoing compositional fingerprinting of chemistries, focused not only on existing target analytes but also on detection of new reaction byproducts, degradation products, and contaminants during routine laboratory analysis. Agilent, Shimadzu, Thermo, Dionex instrumentation and platforms - select example GC and LC models: Agilent 8890 and 7890 GC/MS, Thermo Trace1310, Agilent Infinity II 1290/6545B LC/Q-TOF, Thermo Ultimate LC systems. Extensive experience with Chromeleon and Masshunter software packages.
    - **Metal Content** - Trace and Assay. ICP-MS (single and triple quadrupole), ICP-OES, Graphite Furnace and Flame AA. Developed methods with parts-per-quadrillion detection limits. Agilent, Perkin-Elmer instrumentation/platforms, select examples: Perkin DRCII, entire NexION series (300S, 350S, 2000S), Agilent 8800 QQQ ICP/MS
    - **Wet Chemical and Optical Detection Methods** – UV/NIR, titrations (acidity, alkalinity, electrochemical), water content, ultra-high-accuracy pH measurement, ion-specific electrodes, and more.
    - **Microbiology and Sterile Technique** – Developed tests for rapid bacterial/fungal contamination screening, and laboratory techniques/SOP's for maintaining sterility as part of the QC process
- Mentored and trained R&D chemists as part of a team that has nearly tripled in two and a half years
- Experience in development of safe test methods for highly challenging chemistries for use by QC and production chemists (air/water reactive and inherently unstable systems, as well as highly toxic materials)
- In-depth experience in the design of studies to statistically characterize the capability of production systems and metrologies

using SAS JMP software. Designed studies to determine crucial statistical figures of merit for metrology (Gauge R&R, Method Detection Limit, Linearity/Accuracy, and more)

SDC Materials **May 2013 to January 2018**
Lead R&D Scientist *Tempe, Arizona*

• Led a team of engineers designing and operating custom catalyst-testing analytical equipment in an ISO 17025-certified laboratory. Worked with teams of engineers in the development of custom nanomaterial manufacturing and processing equipment.
• Generated over a dozen published and pending patents finding uses for plasma-generated nanomaterials and derivatives thereof for a variety of fields: catalysis (automotive, industrial chemical production, pharmaceutical development), magnetic materials, transformer core materials, battery materials, bullet-resistant ceramics, printed circuitry.
• Invented technologies resulting in a 50-75%+ reduction in precious metal use (Platinum, Palladium, and Rhodium) in automotive catalyst applications. Resulted in tens of millions in investment for SDC Materials and product commercialization interest from major US, European, and Chinese OEM and after-market automotive manufacturers.
• Led in development of new analytical/testing techniques and engineered multi-million-dollar equipment for catalyst testing - applied to testing the performance of commodity chemical catalysts, and internal combustion engine (diesel, gasoline, compressed natural gas) catalysts without the need for full-scale vehicle tests, providing a > 10x cost savings.
• Advised and provided oversight during product commercialization process, including scale up from R&D to manufacturing scale for all components of catalyst production process. Applied six sigma and lean methodologies to ensure high yield, low cost, and good quality manufacturing processes.
• Developed technologies for the handling of air-sensitive magnetic and battery nanomaterials in aerobic environments, and for the integration of nano-ceramics to improve the performance of bullet-resistant ceramic materials and armor inserts.
• Invented formulations for a wide variety of coatings containing nanomaterials and hazardous organics, and processes for dispersing and handling a wide variety of ceramic, metallic, metal oxide, and hybrid nanomaterials - including air sensitive/energetic nanomaterials.
• Invented a process for producing highly porous metal/metal-oxide frameworks with high thermal, chemical, and physical resilience, as well as tunable pore structure properties. Frameworks are derived from dispersions of nanomaterials, allowing for 3-dimensional micron/millimeter-sized particles of customizable porosity to be derived from a variety of discrete nanomaterial precursors.
• Gathered, analyzed, interpreted and reported data from GC/MS (Agilent 6890), LC/MS and diode array (Agilent and Waters)„ XRD, SEM-EDX, Transmission Electron Microscopy, EPMA surface analysis, Particle sizing and quantification (light scattering), Chemisorption, XPS, FTIR (gas, liquid, and solid analysis), UV/Vis, Dynamic Scanning Calorimetry, Thermo-gravimetric analysis, BET surface area analysis, and ICP-MS/OES for bulk materials analysis.

SDC Materials **September 2012 to May 2013**
Consultant/Contractor *Tempe, Arizona*

EDUCATION

University of Illinois **Graduated May 2012**
M.S. in Biochemistry *Urbana, IL*

- Designed artificial redox-active proteins (electron-transfer and catalytically active), centered around iron (porphyrin) and copper ions
- Experience in the creation of transgenic organisms for high volume protein production, using S. cerevisiae and E. coli platforms
- Developed a variety of purification procedures to isolate novel artificial proteins
- Extensive experience with sterile technique and cell culturing
- Extensive experience with common DNA amplification (PCR) and characterization techniques

Arizona State University **Graduated May 2009**
B.S. in Biochemistry *Urbana, IL*

- Drove the design and characterization of synthetic redox-active mimics using solid phase peptide synthesis (electron-transfer and catalytically active molecules)

- Experience in the creation of transgenic organisms for prep scale production of custom proteins derived from phage display, capable of binding specific transparent conducting metal oxide surfaces
- Developed a variety of purification procedures to isolate and characterize metal-binding synthetic peptides
- Extensive inorganic chemistry experience

Published Patents

Bryant Kearl, Maximillian A. Biberger, Xiwang Qi, Qinghua Yin, David Leamon. High Surface Area Catalyst. USPTO #: 20150140317. Publication Date: May 21, 2015.
Bryant Kearl, Maximillian A. Biberger, Xiwang Qi, Qinghua Yin. Compositions for passive nox adsorption (pna) systems and methods of making and using same. USPTO#: 20150266002. Publication Date: September 24, 2015.
Bryant Kearl, Maximillian A. Biberger, Xiwang Qi, Qinghua Yin. Zone coated catalytic substrates with passive nox adsorption zones. USPTO#: 20160045867. Publication Date: February 18, 2016
Bryant Kearl, Maximillian A. Biberger, Xiwang Qi, Qinghua Yin. Lean nox traps, trapping materials, washcoats, and methods of making and using the same. USPTO#: 20160228852. Publication Date: August 11, 2016
Bryant Kearl, Maximillian A. Biberger, Xiwang Qi, Qinghua Yin. Zoned catalytic converters for gasoline engines with reduced rhodium content. USPTO #: 20160236148. Publication Date: August 18, 2016
Bryant Kearl, Maximillian A. Biberger, Xiwang Qi, Qinghua Yin. Compositions of lean nox trap (lnt) systems and methods of making and using same. USPTO#: 20170151552. Publication Date: June 1, 2017.
Bryant Kearl, Maximillian A. Biberger, Xiwang Qi, Qinghua Yin. Layered Catalysts for Gasoline Engine Exhaust. USPTO #: 20170189892. Publication Date: July 7, 2017

Annotated Curriculum Vitae

Clayton C. Yates, Ph.D.
1407 Eden Gate Crossing
Auburn, Alabama 36830
Office (334) 727-8949 or Email: **cyates@tuskegee.edu**
Personal email: yateslab@gmail.com
Personal cell phone: 334 421-1148

Education:

1998	B.S. in Biology	Tuskegee University - Tuskegee, AL 36088
2001	Masters of Science Dept of Biology	Tuskegee University - Tuskegee, AL 36088
2005	Doctor of Philosophy, Dept. of Pathology	University of Pittsburgh School of Medicine Pittsburgh, PA 15261
2005	Certification in Tissue Engineering	University of Pittsburgh School of Medicine Pittsburgh, PA 15261
2007	Post-Doctoral Fellowship, Dept of Urology	Emory School of Medicine, Atlanta, GA 30312

Employment History:

2022-Present	John R. Lewis Endowed Professor of Pathology Johns Hopkins School of Medicine
2013-2022	Professor - Tuskegee University
2011-2013	Associate Professor - Tuskegee University
2007-2011	Assistant Professor - Tuskegee University
2006-2007	Post-Doctoral Fellow - Emory University School of Medicine **Mentor: Leland Chung Ph. D**
2005-2006	Post-Doctoral Fellow - University of Pittsburgh School of Medicine **Mentor: Alan Wells MD DMS**
2003-2004	NIH Training Fellow - *Cellular Approaches to Tissue Engineering and Regenerative Medicine*- University of Pittsburgh **Mentor: Alan Wells MD DMS**
2001-2003	Graduate Student Research Assistant - University of Pittsburgh and **VA Medical Center** Pittsburgh, *PA.* **Mentor: Alan Wells MD DMS**
1998-2000	MBRS Graduate Research Assistant - Tuskegee University Tuskegee, *AL* **Mentor: Timothy Turner PhD**

18.2: A detailed explanation of the role each leader, scientist or engineer is to have in the processing of medical cannabis at each facility.

The role of the technical laboratory director will involve oversight of all laboratory activities and the delegation thereof, the laboratory director will be responsible for delegating the responsibilities for each analysis to the Sr. Analysts. The Laboratory director will also be responsible for the reporting of all analytical results and may delegate duties to any qualified quality assurance personnel. Quality Assurance Personnel may be designated laboratory analysts to which their job function extends to reviewing and certifying analytical results as valid and defensible, QA personnel will also be responsible for continuous improvement initiatives to ensure compliance with all relevant regulatory bodies and standards e.g., ISO and AMCC. Sr. analysts will be responsible for the training and retraining of laboratory analysts on their respective analysis and will be responsible for ensuring all training records and proof of training are complete and up to date. Sr. analysts will also be responsible for performing routine analysis, maintenance of instrumentation, and troubleshooting out of spec and/or out of control events. Laboratory Analysts will be responsible for performing routing sample analysis, instrument maintenance as delegated by their respective Sr. Analyst or other qualified persons, and basic troubleshooting required to maintain a controlled process.

18.3: A 5-year hiring plan for its leaders, scientists, and engineers, identifying the types, positions, required education, required experience, and expected roles of such personnel.

The laboratory director will conduct the process for interviewing and training of the initial senior analysts and laboratory analysts. Depending on sample throughput the laboratory would expect to hire at approximately one analyst per analysis group per 500 monthly samples. Headcount adjustment decisions will be made based on a minimum of once per annum and will involve the laboratory director and the leadership team.

Exhibit 19 – Employee Handbook

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

Summary: ALA Labs, LLC hereinafter referred to as the "Applicant" or "Company," has created an Employee Handbook to provide an overview of the history and structure of Company. The Employee Handbook includes information about benefits employees may be eligible to receive, an outline of the policies and procedures, and rules. The Employee Handbook is not intended to create an employment contract with Company, and employment with Company is at will.

Applicant's Employee Handbook opens with an Introduction detailing what will be covered. It is intended to familiarize employees with important information about Company and provide guidelines for an employee's employment experience to foster a safe and healthy work environment. Company reserves the right to modify, supplement, rescind, or revise any provision of this Employee Handbook from time to time as it deems necessary or appropriate in its sole discretion, with or without notice to employees.

A Company Overview, along with Company Mission and Values, is provided in the Employee Handbook. The Overview describes that Applicant is a business organization comprised of local business and cannabis experts who came together to provide accurate medical cannabis testing in the State of Alabama. Applicant strives to test medical cannabis to help successfully provide high-quality, consistent, and innovative products to patients. Company's mission is to implement medical cannabis testing best practices from across the United States of America to offer the best medical cannabis products and support through the testing of medical cannabis to help licensed cannabis businesses treat qualifying medical conditions for each qualifying patient registered with the Alabama Medical Cannabis Commission.

Company describes its philosophy of open communication, where all employees have the right and are encouraged to speak freely with management about their job-related concerns. The Employee Handbook also discusses Company's Equal Employment Opportunity policy in which Company does not discriminate against an applicant or an employee based on race, color, national origin, ancestry, citizenship status, religion, age (except as required by applicable law), sex (including pregnancy, childbirth, related medical condition or lactation), sexual orientation, gender identity or expression, marital status, civil union status, disability, genetic information, protected veteran's status, arrest or court record, credit history and credit report, or domestic or sexual violence victim status, or any other characteristic protected under applicable federal or state law. It is also the policy of Company

to comply with all federal and state laws concerning the employment of persons with disabilities and to reasonably accommodate employees who are qualified individuals with known disabilities. Furthermore, it is the policy of Company to comply with federal and state laws concerning the employment of persons affected by a pregnancy, childbirth, or related medical conditions and to accommodate these employees in the same manner as other employees similar in their ability or inability to work who have been accommodated. Furthermore, Company's policy is to comply with federal and state laws concerning the employment of victims of domestic or sexual violence, including domestic abuse, sexual assault, or stalking, and to provide these employees with reasonable safety accommodations. Equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination, and all other terms and conditions of employment.

Applicant has a section in the Employee Handbook dedicated to Anti-Harassment, Anti-Discrimination, and Anti-Retaliation Policies and Complain Procedures. Company has a zero-tolerance policy prohibiting all forms of offensive conduct, regardless of whether they are motivated by race, color, national origin, ancestry, citizenship status, religion, age (except as required by applicable law), sex (including pregnancy, childbirth, related medical condition or lactation), sexual orientation, gender identity or expression, marital status, civil union status, disability, genetic information, protected veteran's status, arrest or court record, credit history and credit report, or domestic or sexual violence victim status, or any other characteristic protected under applicable federal or state law. It is a goal of Company to promote a workplace free of harassment. Applicant has a detailed step-by-step procedure for filing complaints if any employee believes s/he is harassed by a manager, supervisor, co-worker, client, or vendor or has been the subject of harassment, discrimination, or retaliation.

Applicant's Employee Handbook also contains a section on Working and Compensation. This section covers background checks, orientation and training, employment on an at-will basis, introductory period, workday hours and scheduling, attendance and reporting to work, recording hours worked, pay period and payday, employment classifications, overtime, holidays, employee information, job openings, personnel files, and performance evaluations. In compliance with 538-x-3-.05(m) and §20-2A-59, before onboarding, all employees must undergo or be scheduled to undergo appropriate pre-employment background checks. This will include a state and national criminal background check that must be made available, upon request, to the commission. In compliance with 538-x-4-.04(2)(b),

to maintain employment with Company, all employees will have to complete no less than 10 hours of continuing medical cannabis education and no less than five hours of safety training every full calendar year. Once all training and continuing education courses are completed, the employee and the HR Director must sign Certificates of Completion. These shall be kept on file for a minimum of three years per 538-x-4-.04(3).

All employees of Company, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or Company at any time, with or without cause and with or without notice. Every new employee goes through an initial adjustment period to learn about Company and her/his job. During this time, the employee will have an opportunity to find out if he/she is suited to and likes his/her new position. The regularly scheduled workday for testing facility workers may fall between 7:00 a.m. and 9:00 p.m. Monday through Saturday. These start and end times are only guidelines, and employees must be present for work during the workday established by their supervisors or the Management Team. Company depends on its employees to be at work at scheduled times and locations. Excessive absenteeism or tardiness without adequately notifying your supervisor will lead to disciplinary action, including termination. All hourly employees must sign in and out using the attendance management system each time they work. Company's workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. Company issues paychecks every other Friday on a bi-weekly basis. Upon being hired by Company, all new employees must serve a ninety (90) calendar day probationary period. Occasionally, an employee may need to work beyond his or her regular workday hours. Overtime must be approved by a supervisor and made known to employees as soon as possible. Salaried employees will be paid for these holidays as long as the employee was present for work on the workdays immediately before and after that holiday, had a previously approved planned day or days off, or had an acceptable excuse for being absent on any such days. It is employee's responsibility to provide current information regarding their address, telephone number, change in dependents, marital status, etc. Company must fill each position with the most qualified individual. Job openings will be posted internally in the employee newsletter. To be considered for a position, interested employees must notify their manager that they are applying for an open position and ask for an internal application. Employee personnel files are the property of Company. Employees may review their personnel file by requesting an appointment with the Chief Executive Officer or Human Resources Manager (if applicable). Employees who have completed the probationary period will have their job performance reviewed annually by their supervisor.

The applicant has also crafted a section on Standards and Expectations for the Workplace. This section covers safety, reporting unsafe conditions or practices, maintaining a safe worksite, using safety equipment, reporting an injury, care of equipment and supplies, smoking at the workplace, violence and weapons, drug-free workplace rules, responding to member inquiries and problems, responding to emergencies, health dress code and hygiene, conflicts of interest, code of ethical conduct, solicitation and distribution, personal calls, visits, and business, business expenses, an inspection of personal and Company property, network and electronic resources policy, confidential and proprietary information, arrest and conviction disclosure, re-employment, disciplinary action and termination, and resignation.

Furthermore, the Employee Handbook includes a Benefits section. This section is dedicated to ensuring the employee is aware of their benefits regarding health insurance, temporary disability insurance, workers' compensation, unemployment compensation, and paid time off. The Employee Handbook also covers leaves of absence, which Company may provide for eligible employees for various circumstances outlined in the Employee Handbook. This section also details benefits while on leave, paid parental leave, leave for victims of domestic violence, bereavement leave, jury leave, voting leave, a notice of leave, medical certification, intermittent and reduced schedule leave, and returning to work.

Applicant's Employee Handbook contains an Acknowledgement of Receipt of Employee Handbook, which employees must sign. By signing this, the employee acknowledges that they have read and understood the material covered, have had the opportunity to ask questions about the policies, and know that they can ask supervisors questions regarding the handbook in the future. Furthermore, by signing this, employees agree to comply with the policies, procedures, and other guidelines outlined in the Employee Handbook.

Employee Handbook: A verified copy of the Applicant's proposed Employee Handbook, if available, including, but not limited to, safety policies, including personnel safety and crime prevention techniques. If the Applicant's proposed Employee Handbook is unavailable, then the Applicant must provide an explanation as to why it is unavailable and when the Applicant expects it to be available.

In compliance with 538-x-3-.05(3)(m)(10), ALA Labs, LLC (doing business as Apollo Labs hereinafter referred to as the "Applicant" or "Company"), provides a verified copy of our Employee Handbook/Manual as part of our Application, that includes, but not limited to safety policies, including personnel safety and crime prevention techniques.

Welcome to ALA Labs, LLC

Welcome to ALA Labs, LLC. You are joining a team of compassionate, dedicated individuals who share a desire to serve Alabama's medical cannabis providers by providing them excellent medical cannabis testing, a full spectrum of services, and educating them and the wider community about the safe, beneficial use of this healing plant.

This Employee Handbook ("Handbook") will provide an overview of the history and structure of ALA Labs, LLC information about benefits you may be eligible to receive as a ALA Labs, LLC employee; and an outline of the policies and procedures which are conditions of employment. Neither this Handbook, other Company documents or policies, nor any spoken or written comments by the Company's management representatives are intended to create an employment contract with the Company, expressed or implied.

Your employment with ALA Labs, LLC is at-will, which means both you and ALA Labs, LLC are free to terminate the employment relationship at any time, for any lawful reason or no reason, with or without notice.

If you have questions about any of the information provided in this Handbook, please contact your immediate supervisor, or the Human Resources Manager.

Thank you for joining our team! We hope that you will find your work both challenging and tremendously rewarding.

Sincerely,
ALA Labs, LLC Team

An Introduction to This Handbook

Company has prepared this handbook to provide you with an overview of Company's policies, benefits, and rules. It is intended to familiarize you with important information about Company, as well as provide guidelines for your employment experience with us in an effort to foster a safe and healthy work environment. Please understand that this booklet only highlights Company's policies, practices, and benefits for your personal understanding and cannot, therefore, be construed as a legal document. It is intended to provide general information about the policies, benefits, and regulations governing the employees of Company, and is not intended to be an express or implied contract. The guidelines presented in this handbook are not intended to be a substitute for sound management, judgment, and discretion.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this handbook change from time to time. Accordingly, Company reserves the right to modify, supplement, rescind, or revise any provision of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you.

No business is free from day-to-day problems, but we believe our personnel policies and practices will help resolve such problems. All of us must work together to make Company a viable, healthy, and a successful organization. This is the only way we can provide a satisfactory working environment that promotes genuine concern and respect for others including all employees and our members. If any statements in this handbook are not clear to you, please contact the Human Resources Manager for clarification. This handbook supersedes any and all prior policies, procedures, and handbooks of Company.

Company History

Apollo Labs is the leading provider of cannabis laboratory services in Arizona.
Founded by a team of industry professionals, our team of chemists, microbiologists,

and researchers recognized a need to provide accurate and reliable results that go above and beyond industry standards. Bringing operational expertise from semiconductor R&D labs, our management team provides extensive experience running high throughput laboratories and competency across all highly technical testing aspects.

Company Mission and Values

Mission

Testing with Trust & Transparency.

Vision

To provide accurate and reliable results that go above and beyond industry standards.

Open-Door Policy

Company has a philosophy of open communication, where all employees have the right and are encouraged to speak freely with management about their job-related concerns. The most important relationship you will develop at Company will be between you and your supervisor. We urge you to go directly to your supervisor to discuss your job-related ideas, recommendations, concerns, and other issues which are important to you. However, should you need support from someone other than your supervisor, the entire management team, including the Chief Executive Officer, is committed to addressing your individual concerns in a timely and appropriate manner.

Equal Employment Opportunity

Company is committed to providing equal employment opportunities. Company does not discriminate against an applicant or an employee on the basis of race, color, national origin, ancestry, citizenship status, religion, age (except as required by applicable law), sex (including pregnancy, childbirth, related medical condition or lactation), sexual orientation, gender identity or expression, marital status, civil union status, disability, genetic

information, protected veteran's status, arrest or court record, credit history and credit report, or domestic or sexual violence victim status, or any other characteristic protected under applicable federal or state law.

It is also the policy of Company to comply with all federal and state laws concerning the employment of persons with disabilities and to reasonably accommodate employees who are qualified individuals with known disabilities. All requests for accommodation should be directed to Human Resources. In accordance with applicable laws, Company will take such requests seriously and will determine whether the employee is a qualified individual and, if so, whether a reasonable accommodation exists which would allow the employee to perform the essential functions of the job without imposing undue hardship on Company.

Furthermore, it is the policy of Company to comply with federal and state laws concerning the employment of persons affected by pregnancy, childbirth, or related medical conditions and to accommodate these employees in the same manner as other employees similar in their ability or inability to work who have been accommodated. All requests for accommodation should be directed to Human Resources. In accordance with applicable laws, Company will take such requests seriously and will determine whether the employee is a qualified individual, and if so, whether a reasonable accommodation exists which has been provided to other employees similar in their ability or inability to work and which allow the employee to perform the essential functions of the job, the denial of which would not impose a substantial burden on the employee.

It is also the policy of Company to comply with federal and state laws concerning the employment of persons who are victims of domestic or sexual violence, including domestic abuse, sexual assault, or stalking, and to provide these employees with reasonable safety accommodations. All requests for accommodation should be directed to Human Resources. In accordance with applicable laws, Company will take such requests seriously and may request a written statement that the employee is a victim or may request written certification that the employee is a victim and, if so, whether a reasonable accommodation

exists which would allow the employee to perform the essential functions of the job safely without imposing undue hardship on Company.

Equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination and all other terms and conditions of employment. The Chief Executive Officer ("CEO") of Company and all managerial personnel are committed to this policy and its enforcement.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or any member of the Company Management Team. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subject to immediate disciplinary action, up to and including discharge. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

Anti-Harassment, Anti-Discrimination and Anti-Retaliation Policies and Complaint Procedures

Harassment, discrimination, and retaliation of, or by, employees, vendors, visitors, customers, and clients is unlawful. Company has a zero-tolerance policy prohibiting all forms of offensive conduct, regardless whether they are motivated by race, color, national origin, ancestry, citizenship status, religion, age (except as required by applicable law), sex (including pregnancy, childbirth, related medical condition or lactation), sexual orientation, gender identity or expression, marital status, civil union status, disability, genetic information, protected veteran's status, arrest or court record, credit history and credit report, or domestic or sexual violence victim status, or any other characteristic protected under applicable federal or state law.

No employee should feel that s/he will "get in trouble" for reporting, in good faith, instances of employee misconduct. If an employee feels that s/he has been retaliated against (sent home to "relax," moved desks, demoted, denied a promotion, responsibilities stricken/reassigned, etc.), or if a manager believes that this has taken place, such conduct

should be immediately reported to HR. If you feel that you are being harassed or subject to discrimination or retaliation, in any manner you are encouraged to consult and follow the complaint procedures identified below.

It is a goal of the Company to promote a workplace free of harassment. Harassment of employees, male or female, occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about harassment, or retaliation against individuals for cooperating with an investigation of a harassment complaint, is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct that is described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees.

Sexual Discrimination and Gender/Transgender Bias may consist of, among other things:

(i) Quid pro quo (sexual conduct or favors in exchange for advancement, compensation or other employee benefit);
(ii) Boilerplate discrimination ("you can't do this because you're a man/woman/transgender").

Harassment may consist of, among other things:

(i) Showing sexually explicit or racially or ethnically insensitive photographs in the workplace;
(ii) Sending sexually explicit or racially or ethnically insensitive photographs or statements via email
(iii) Use of sexually explicit or racially or ethnically insensitive jokes;
(iv) Stalking;
(v) Repeatedly asking a co-worker out after advances have been declined;
(vi) Unwanted physical contact; and
(vii) Wearing sexually explicit or otherwise revealing clothing.

Hostile Work Environment may consist of, among other things:

(i) Posting of sexually explicit or racially or ethnically insensitive photographs, statements, or drawings for others to see (that are not directed at a particular individual);

(ii) Allowing employees to be cruel to one another;

(iii) Allowing managers/employees to make slurs or sexist remarks; and

(iv) Use of provocative and explicit comments in the course of work (i.e., "rape your co-worker's file").

Prohibited sexual harassment is defined as follows: unwelcome or unwanted sexual conduct or advances is prohibited when (1) the unwelcome or unwanted sexual conduct or advances interferes with another person's work performance or creates an intimidating, hostile, or offensive work environment; (2) personnel decisions (e.g., transfers, promotions, scheduling, etc.) made by a supervisor are based on the employee's submission to or rejection of a sexual advance; and/or (3) submission to a sexual advance is used as a condition of keeping a job, whether expressed in explicit terms or implied.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the legal definition of sexual harassment.

This policy applies to all work-related activities and locations, whether inside or outside the workplace. This includes worksites, project locations, business trips, and business-related events. Company's property, e.g., computers, copy machines, telephones, facsimile machines, and computer software applications such as email, internet, and intranet access may not be used to engage in harassment, discrimination and/or retaliation which violates this policy. Moreover, this policy also applies to employees and other individuals who have a relationship with Company, such as contractors, vendors, etc.

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination, harassment or retaliation shall immediately notify their supervisor, the Human Resources Office or Company's CEO. Company will promptly investigate any claim and take appropriate action. We will impose appropriate sanctions against any person found to be in violation of this policy. These sanctions may include, but are not limited to reprimand, suspension, demotion, transfer, or discharge.

Company prohibits retaliation against any employee who brings forth any complaint or assists in the investigation of any complaint. Unlawful retaliation occurs when some adverse action is directed against an employee because that employee has complained about harassment or discrimination, participated in an investigation of harassment or discrimination, or has taken some other action protected by law. No retaliatory measures may be taken at any time against any employee who makes a report of discrimination, harassment, or any other form of unlawful conduct. Any person found to have retaliated against another individual will be subject to disciplinary action, up to and including immediate termination.

Complaint Procedures

Any employee who believes s/he is being harassed by a manager, supervisor, co-worker, client, or vendor, or has been the subject of harassment, discrimination, or retaliation, is required to promptly take the following actions:

1. Politely but firmly confront the person engaged in the offensive conduct and ask him or her to stop. If you feel uncomfortable with a face-to-face discussion with this person, then the employee should write their complaint in a letter or memo and keep a copy of the correspondence. If you feel uncomfortable with confronting the person engaged in the offensive conduct as outlined here, skip to Step 2 or 3.

2. Document your complaint. Keep a log detailing the incident/s, what was said or done, who might have witnessed it, and the date(s). Keep any related letters or memos.

3. Immediately contact either your supervisor, the Human Resources Manager, or CEO to relay the nature of the conduct.

4. All complaints will be handled in a timely manner. Your complaint will be handled on a "need-to-know basis," which means that only those management personnel needed for participation in the investigation, the alleged harasser, and possible witnesses will be contacted. Company has a strong desire to protect witnesses from harassment, intimidation, and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up.

5. Every complaint will be investigated promptly. If the complaint is deemed to be valid, management will determine the remedies to be given and/or sanctions to be imposed. If it is determined that harassment, discrimination, or retaliation has occurred, appropriate disciplinary action up to and including discharge will be taken. The severity of the discipline will be determined by the nature and frequency of the offense or other conditions surrounding the incident.

6. Delays in making a complaint known to management should not discourage any employee from bringing the conduct to the attention to management. In order to respond to incidents of harassment, discrimination, and retaliation, it is important that those incidents be properly and promptly reported to Company.

IN ADDITION TO THE ABOVE, IF YOU BELIEVE YOU HAVE BEEN SUBJECT TO HARASSMENT OR RETALIATION AND WANT TO TAKE LEGAL ACTION IN FEDERAL OR STATE COURT, YOU MAY FILE A FORMAL COMPLAINT WITH EITHER OR BOTH OF THE

GOVERNMENT AGENCIES SET FORTH BELOW. USING OUR COMPLAINT PROCESS DOES NOT PROHIBIT YOU FROM FILING A COMPLAINT WITH THESE AGENCIES.

- Alabama Department of Labor

Working and Compensation

Background Check

In compliance with 538-x-3-.05(m) and §20-2A-59, prior to onboarding, all employees must undergo or be scheduled to undergo appropriate pre-employment background checks. This will include a state and national criminal background check, that must be made available, upon request, to the commission. If the criminal background check of employee indicates a pending charge or conviction within the past five years for a controlled substance-related felony or a controlled substance related misdemeanor, the Company will not appoint, hire, or contract the employee.

Orientation and Training

To help you become familiar with Company and our way of doing things, Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Immediately upon hire, a new employee orientation and training by a Lab Director will be scheduled – this training is **mandatory**. During this orientation, we will provide all new employees with important information about Company, our policies, procedures, and compliance with the Alabama Medical Cannabis Commission. Additionally, the new employee will be asked to complete any outstanding paperwork and forms related to your employment which haven't been completed prior to the orientation, such as tax withholding forms, emergency contact forms, documentation for a Testing Laboratory Employee registration and benefits paperwork, if applicable.

The orientation meeting is an ideal time to ask any questions a new hire may have about the Company. If additional questions come up after the meeting – or at any time during employment with Company – our employees should feel free to ask their supervisor or a Lab Director.

In compliance with 538-x-4-.04(2)(b), to maintain employment with the Company, all employees will have to complete no less than 10 hours of continuing education of medical cannabis education, and no less than five hours of safety training every full calendar year. Once all training and continuing education courses are completed, employee and the HR Director must sign Certificates of Completion. These shall be kept on file for a minimum of three years per 538-x-4-.04(3).

Employment on an At-Will Basis

All employees of Company, regardless of their classification or position, are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or Company at any time, with or without cause and with or without notice. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of Company shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.

Introductory Period

Every new employee goes through an initial period of adjustment in order to learn about Company and about her/his job. During this time, the employee will have an opportunity to find out if he/she is suited to, and likes, his/her new position.

Additionally, the introductory period gives the employee's supervisor a reasonable period of time to evaluate the employee's performance. The initial introductory period is typically three (3) months from an employee's start date, although Company reserves the right to adjust the length of this introductory period depending on the nature of the employee's position.

During this time in the introductory period, the employee may be discharged at any time if the supervisor concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the length of the initial introductory period may be extended. This introductory period does not affect the employee's status as an at-will employee both during and after the introductory period, and at all times during an employee's employment with Company, employment is not for any specific time and may be terminated at-will, with or without cause and without prior notice.

At the end of the initial introductory period, the employee and his/her supervisor may discuss the employee's performance. Provided the employee's job performance is "satisfactory" at the end of the initial employment period, the employee will continue in Company's employment as an at-will employee.

Workday Hours and Scheduling

The regularly scheduled workday for testing laboratory workers may fall between 7:00 a.m. and 9:00 p.m. Monday through Saturday. These start and end times are only guidelines, however, and employees are required to be present for work during the workday established for them by their supervisors or by the Management Team.

This regular schedule may vary depending on such factors as weather, unforeseen circumstances, inventory needs, etc. If you are unsure about expected starting times on any particular job assignment, ask your supervisor for clarification.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your supervisor or call your site's main office directly.

Each Company employee is entitled to one 30-minute unpaid, uninterrupted meal break for each shift that exceeds 5 hours. Company does not generally schedule rest periods or breaks, other than meal breaks, during the workday. However, if Company does schedule such rest

periods or breaks, they will be paid breaks and will usually be for fifteen (15) minutes per four hours worked. For unpaid lunch or meal breaks, our policy is:

- Thirty (30) minute meal period/lunch break per five (5) hours worked.
- The meal period/lunch break is unpaid.
- All employees are required to take a lunch break and no employee is authorized, without prior supervisory approval, to perform work during the lunch period. Please note that employees may not forego their lunch break in order to leave work prior to the scheduled end of their shift.

Attendance and Reporting to Work

Each employee is important to the overall success of our operation. When you are not here, someone else must do your job. Consequently, you are expected to report to work on time at the scheduled start of the workday. Reporting to work on time means that you are ready to start work, not just arriving at work, at your scheduled starting time.

Company depends on its employees to be at work at the times and locations scheduled. Excessive absenteeism and/or tardiness, without properly notifying your supervisor, will lead to disciplinary action, up to and including termination. Any employee with tardiness or unexcused absentees that exceed three (3) occurrences within a three (3) month period will face disciplinary action. Continued tardiness or absentees beyond the initial warning will warrant further disciplinary action up to and including termination. An occurrence is one day or a group of days in a row. Tardiness is when an employee is ten (10) minutes or later for their shift.

Absence from work for three (3) consecutive days without properly notifying your supervisor will be considered to have abandoned their position and will be separated from employment. After two (2) days absence, you may be required to provide documentation from your physician to support an injury- or illness-related absence, and to ensure that you may safely return to work. In the event you have an unforeseen absence from work, so long

as you provide a note from your health provider upon your return, the absence will not be treated as an unexcused absence.

Except in the case where federal or state law may provide otherwise, or in the case of emergencies, requests for time off must be made at least fourteen (14) days before the date of absence. For each request, a Request for Time Off form must be completed and submitted to your supervisor using the company web-based portal. The Manager will then check to ensure there are no conflicts for the dates/times requested on their RTO (Request for Time Off) calendar, or with any other business needs. If you expect to be absent from the job for an approved reason (e.g., paid time off or a leave of absence), you should notify your supervisor of your upcoming absence as soon as possible but no later than fourteen (14) days before the date of the absence.

Where possible, medical, and dental appointments should be scheduled around your assigned work hours; otherwise, you will be expected to apply PTO (Personal Time Off) time to cover any period of absence from work. If you are unable to schedule an appointment before or after your shift, you are required to talk to your supervisor to make special arrangements.

If you unexpectedly need to be absent from or late to work, you must notify your supervisor at least one (1) hour prior to the start of your scheduled workday that you will be late or absent and provide the reason for that absence or tardiness. If your supervisor is not available, you should contact your site's main office prior to the start of your scheduled workday. Leave your number so that your supervisor can return your call. Failure to properly contact us will result in disciplinary action. Your attendance record (absenteeism and tardiness) is part of your overall performance rating and will be included during your review.

Recording Hours Worked

All hourly employees are required to sign in and out using the attendance management system each time they work. Only you are authorized to record your own time. Failure to

accurately record your working hours may impact your paycheck for that week and/or result in disciplinary action.

Pay Period and Payday

Company's workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 midnight. Company issues paychecks every other Friday, on a bi-weekly basis. Therefore, every other Friday, a paycheck will be issued to employees for all hours worked in the pay period ending the previous Saturday. If an employee uses direct deposit, the employee's pay may not be available for withdrawal from his or her bank account until the following Monday, depending on his or her bank's policy.

To ensure employees are paid properly for all time worked and that no improper deductions are made, employees must correctly record sick leave, vacation time, holidays, any leave, and meal breaks accurately. Employees should review their paychecks promptly to identify and report all errors. No one who is eligible for overtime should perform any work that is not authorized and recorded on his or her timesheet.

Company fully complies with the Fair Labor Standards Act and prohibits any deductions from an exempt employee's salary unless allowed by law. In keeping with this commitment, Company will pay exempt employees their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law.

If employees have questions about deductions from their pay, believe they have been subject to any improper deductions, or they believe their pay does not accurately reflect their hours worked, employees should immediately report the matter to their supervisor or Human Resources. Company will investigate the issue to ensure compliance with the law.

Employment Classifications

Upon being hired by Company, all new employees must serve a ninety (90) calendar day probationary period. It is especially important that you make your supervisor aware of any

questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. Employees who have successfully completed their probationary employment period will be classified as Regular Full-Time or Regular Part-Time Employees. Employment is at will both during and after completion of the probationary period.

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

1. Regular Full-Time Employees - An employee who has satisfactorily completed the probationary period and is scheduled to work forty (40) hours per week on a regular and continuous basis.
2. Regular Part-Time Employees - An employee who has satisfactorily completed the probationary period and is usually scheduled to work less than forty (40) hours per week but not less than ten (10) hours per week on a regular and continuous basis.
3. Temporary Employees - An employee whose services are anticipated to be of limited duration. Temporary employees are not eligible for benefits. Service as a temporary employee does not count as service as a Regular Employee for benefit eligibility purposes.

For payroll purposes, employees will be classified as one of the following:

1. Exempt Employees - Certain employees such as executive, administrative, professional, and management employees are paid on a salary basis for all hours worked each week. Certain computer professionals may also be exempt, regardless of whether they are paid on a salary or hourly basis. No overtime premium pay will be paid to exempt employees in most circumstances.
2. Non-Exempt Employees - All employees paid on an hourly basis who are not otherwise classified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime premium pay.

Overtime

Occasionally it may be necessary for an employee to work beyond his or her normal workday hours. Overtime must be approved by a supervisor and will be made known to employees as far in advance as possible. Under no circumstances shall an employee work overtime without the prior approval of his or her supervisor. Overtime is only available for non-exempt employees.

Hourly employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of forty (40) in a work week.

To the extent possible, overtime will be distributed equally among all employees at a site who are in the same classification and position, provided that the employees concerned are equally capable of performing the available work. Decisions regarding overtime work will be made by a manager, or his/her representative or Assistant. Any employee asked to work overtime will be expected to rearrange his/her personal schedule to work the requested overtime.

Holidays

Company observes the following holidays:

- New Year's Day
- Easter
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving
- Christmas

Salaried employees will be paid for these holidays as long as the employee was present for work on the workdays immediately before and after that holiday, had a previously approved

planned day or days off, or had an acceptable excuse for being absent on any such days. If a paid holiday falls within a salaried employee's vacation period, the holiday will not be counted as a vacation day. Full-time Production employees who perform work on a paid holiday will be paid time and a half for their hours worked that day.

Employee Information

It is your responsibility to provide current information regarding your address, telephone number, change in dependents, marital status, etc. Please use the personnel records form to note any changes in your address, phone number, emergency contact information, marital status, number of dependents, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form. For more information or forms, contact the Human Resources Manager.

Job Openings

Company must fill each position with the most qualified individual. Job openings will be posted internally in the employee newsletter. In order to be considered for a position, interested employees must notify their manager that they are applying for an open position and ask for an internal application. The following factors are considered when reviewing an employee for a transfer or promotion: The individual’s experience and skills, work-related background, job performance with Company, Company attendance and length of service. Employees are not eligible to apply for another position until they have completed six (6) months of service.

Personnel Files

Employee personnel files are the property of Company. Employees may review their personnel file by requesting an appointment to do so with the Chief Executive Officer or Human Resources Manager (if applicable).

Performance Evaluations

In general, employees who have completed the probationary period will have their job performance reviewed on an annual basis by their supervisor. Employees may request an

informal evaluation from their supervisor at any time. Written records of these informal evaluations will be placed in the employee's personnel file.

Standards and Expectations for the Workplace

Safety

Company believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious.

We have established the following policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her supervisor in a timely manner.

Reporting Unsafe Conditions or Practices: Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your supervisor immediately. If you have a question or concern regarding the safety of your workplace and practices, ask your supervisor for clarification. If you observe a coworker using an unsafe practice, you are expected to mention this to the coworker and to your supervisor. Likewise, if a coworker brings to your attention an unsafe practice you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

Maintaining a Safe Worksite: We expect employees to establish and maintain a safe worksite. This includes but is not limited to the following applications:

- Maintaining cleanliness in each area of the site.
- Maintaining proper slip-and-fall prevention protocols.
- Inspecting and maintaining walkways, handrails, and guardrails.

- Properly lifting and lowering heavy objects.
- Following safe food-handling guidelines.
- Inspecting tools and equipment for defects before use.
- Keeping walkways clear of debris.
- Inspecting, cleaning, and properly storing tools and equipment after use.
- Following established safety rules.

Using Safety Equipment: Where needed, Company provides its employees with appropriate safety equipment and devices. You are required to use the equipment provided in the manner designated as proper and safe by the manufacturer. Failure to properly use safety equipment may lead to disciplinary action, up to and including termination.

If you require safety equipment that has not been provided, contact your supervisor before performing the job duty for which you need the safety equipment.

Reporting an Injury: Employees are required to report any injury, accident, or safety hazard immediately to their supervisor(s). Minor cuts or abrasions must be treated on the spot. More serious injuries or accidents will be treated accordingly. Serious injuries must be reported on the First Report of Injury or Illness form, which is available from your supervisor or the Human Resources Manager if applicable.

Care of Equipment and Supplies

All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining this material in proper working condition and for promptly reporting any unsafe or improper functioning of this material to your supervisor.

Neglect, theft, and/or destruction of Company's materials are grounds for disciplinary action, up to and including termination.

Smoking at the Workplace

Smoking is strictly prohibited in all enclosed or partially enclosed areas of Company, including but not limited to offices, restrooms, reception area, hallways, and all other common public areas. Smoking is also prohibited within twenty (20) feet of all entrances and exits, windows that open, and ventilation intakes to Company's facility.

Violence and Weapons

Employees are strictly prohibited from bringing any weapons, including knives, pistols, rifles, stun guns, mace, etc., to the worksite or office. Neither threats of violence nor fighting will be tolerated. Furthermore, if you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your supervisor or the Human Resources Manager.

You are expected to immediately report to your supervisor any violation of this policy. Any employee found threatening another employee, fighting, and/or carrying weapons to the worksite will be subject to disciplinary action, up to and including termination.

Nothing in this policy prohibits an employee who has a valid permit to carry a concealed firearm from keeping a firearm in the employee's vehicle as long as the vehicle is locked, and the firearm is not visible.

Drug-Free Workplace

Per 538-x-3-.05(16)(g), Company does not tolerate the presence of or use of illegal drugs, the illegal use of legal drugs, or the use of legal drugs that may negatively affect your ability to perform your job duties in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol or being under the influence of such controlled substances is strictly prohibited while on duty, while on Company's premises or worksites, or while operating Company's equipment or vehicles. The illegal use of drugs is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to survive and prosper as a business. Additionally, if you need to use a prescription drug that negatively affects your ability to perform your job duties or if you are a qualified medical cannabis patient and your use of medical cannabis negatively affects your

ability to perform your job duties, you are required to discuss possible accommodations with your supervisor. Violation of this policy will result in disciplinary action, up to and including termination.

Company requires applicants to take a drug test (i) upon reasonable suspicion as derived from smell, appearance, speech, behavior, etc., and (ii) in the event of a workplace accident. After employment begins, drug testing will only be required if there is probable cause to believe that an employee is impaired while working. Employees who are also qualified patients under Alabama law will not be penalized for the presence of cannabis in the pre-employment drug test or in any "probable cause" drug test. Any other positive result on any such drug test is grounds for not extending employment to a potential employee (pre-employment) and immediate termination in a "probable cause" drug test for an employee.

Your receipt of this policy statement and signature on the handbook acknowledgment form signify your agreement to comply with this policy.

Any employee who is convicted of violating criminal drug statutes must notify an appropriate officer or senior official of Company of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action.

Responding to Member Inquiries and Problems

At Company, member and community satisfaction are the measures of our success. It is the responsibility of each employee, within reason, to interact with testing laboratory members and community members to achieve this goal. If you are unable to resolve a d testing laboratory or community member concern, it is your responsibility to promptly involve your supervisor to request his/her assistance in resolving the concern.

Responding to Emergencies

Per 538-x-3-.05(3)(16)(h), the Company will provide to employees, as applicable, any Standard Operating Procedures ("SOPs") for such maintenance, including an Employee Safety Plan in compliance with parallel OSHA standards applicable in similar types of

workplaces. Each SOP provides detailed instructions on maintaining specific areas (i.e., lobbies, offices, storage, lab testing areas, etc.), which will include all requirements set forth by the Act, Occupational Safety and Health Administration ("OSHA"), presiding fire codes, and other applicable governing and assertive bodies. Generally, the Company expects and anticipates that all employees will maintain ownership in keeping a clean, orderly workspace in order to provide an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service. Workspaces should be clean, organized, and free of items that are not necessary in the course of an employee's professional duties.

In the event of an emergency in any of our facilities, employees are responsible for notifying appropriate emergency personnel, alerting management, and following established protocols to assist members to safety. Our facility has an Emergency Response Guide available for employee reference in the case of such emergencies.

In the event of a law enforcement action at any of our facilities, employees are to practice the techniques included in the "Know Your Rights" training, and to assist and encourage members to follow these practices as well. A copy of the Know Your Rights protocol is included in the Emergency Response Guide.

Health Dress Code and Hygiene

To present a business-like, professional image to our customers and the public, as well as ensure the safety of our products and health and vitality of medical cannabis, all employees are required to wear appropriate clothing and practice certain sanitary measures on the job. An employee who comes to work inappropriately dressed or with unacceptable appearance may not be permitted to start his or her shift. Failure to adhere to these policies may result in corrective action, up to and including termination of employment. Administrative employees are expected to adhere to dress code standards at all locations.

Please be advised that there are standard operating procedures covering dress code and appearance work rules for our testing laboratory. These will be described in the employee orientation. Employees will be expected to read the policy that pertains to their work site and sign off that they understand and agree to comply by the standards.

Proper grooming and hygiene must be maintained always. Employees who shave their face must keep it clean-shaven and without stubble. If a testing laboratory employee has a beard and/or mustache, it must be clean and adequately trimmed. Perfumes, colognes, and other strong scents shall not be worn while at work, as customers or co-workers may have sensitivity to these products. Employees must wash their hands with warm water and anti-bacterial soap after eating or smoking, after using the restroom, and before returning to work after a break. Fingernails must be manicured with no chipped polish.

Conflicts of Interest

You should avoid external business, financial, or employment interests that conflict with Company's business interests or with your ability to perform your job duties. This applies to your possible relationships with any other employer, consultant, contractor, customer, or supplier. Violations of this rule may lead to disciplinary action, up to and including termination.

Code of Ethical Conduct

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your supervisor or the Human Resources Manager if you have any questions.

Employees should not solicit anything of value from any person or organization with whom Company has a current or potential business relationship. Employees should not accept any item of value, of incidental value, or of no value, from any party in exchange for or in connection with a business transaction between Company and that other party. This includes items that our members may offer as tokens of gratitude. This includes gifts, gratuities, food,

drink, or entertainment offers. You may suggest that the donor instead provide the gift for our members' use or donate it to a service organization such as a hospice or similar program.

If you are faced with and are unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your supervisor or the Human Resources Manager.

Violations of this code may lead to disciplinary action, up to and including termination.

Solicitation and Distribution

Company imposes limits on solicitation and distribution activities on its premises because, when left unrestricted, such activities can interfere with the normal operations of Company, be detrimental to efficiency, be an annoyance to co-workers, and can pose a threat to security. Company enforces limits on workplace solicitations and the distribution of materials in a manner consistent with prevailing law. Nothing in Company's solicitation and distribution policy, should be construed, in any way, to restrict employees from soliciting or distributing materials in support of a union on the premises and during employees' non-work hours, or from otherwise preventing employees from exercising their rights to take collective action or to organize, or to exercise any other associative rights, under the National Labor Relations Act.

The term "solicitation" refers to an employee's efforts to persuade a co-worker to join or support some endeavor, or an organization, or to purchase products or services, through conversation or face-to-face contact.

The term "distribution" refers to the circulation or posting of notices, flyers, brochures, emails, or other written materials that identify events or meetings, promote products or services, or are intended to support an endeavor, organization, or cause.

The following limitations apply to solicitation and distribution activities:

- During work periods when you are engaged in or required to be performing your work tasks, you may not engage in solicitation activities involving other employees or the distribution of written materials, as described above, for any purpose.
- During periods in another employee's workday, when he/she is engaged in or required to be performing his/her work tasks, you may not solicit the other employee or distribute materials for any purpose, even if you are off duty or not required to be performing work tasks at the time.
- Persons not employed by Company generally not permitted to solicit or distribute literature in work areas or mixed-use areas (i.e., reception, public-access areas, or break rooms) at any time, for any purpose, without the consent of Management.

Company employees are expected to enforce these rules with respect to non-employees by requesting them to cease soliciting and/or distributing literature and leave all work areas and mixed-use areas. Employees should immediately notify their immediate supervisor of such incidents. Company may authorize fundraising drives, civic activities, or related community events involving Company employees, on behalf of charitable organizations or for employees' gifts, in its sole discretion and consistent with the rules identified herein. Any unauthorized solicitation or distribution activities, in work or mixed-use areas on Company's premises is prohibited.

Failure to comply with these policies may result in employee disciplinary action, up to and including termination.

Personal Calls, Visits, and Business

Company expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should conduct such personal business on their personal cell phone, either before or after the workday or during breaks or meal periods. Company's phones should not be used to place or receive personal calls, as they must be available to serve Company's

members. Regardless of when any personal call is made, it should be kept short. Personal calls should be made in employee-only areas of the building and not in view of members.

Business Expenses

Employees may occasionally incur expenses on behalf of Company, with the prior written approval of their supervisor. Company will reimburse employees for typical pre-approved business expenses, such as mileage (for example, when Company asks an employee to travel to a different work site during the workday) and certain job-related supplies or materials. Company will pay mileage reimbursements no later than the third (3rd) Friday of the following month for the prior months' mileage, upon timely receipt of the employee's mileage record using the Company Expense Reimbursement form. Mileage will be calculated from the employee's regular work site and will be paid at the current IRS rate.

In order to be reimbursed for job-related supplies or materials, employees must deliver a receipt for the supplies or materials to Company's business office within seven (7) days of the purchase, using the Company Expense Reimbursement form.

Inspection of Personal and Company Property

Company's employees use the property and equipment Company owns and provides, and may also use Company's materials, information, and other supplies. While employees may decorate their office workspaces with their personal possessions (such as pictures, plants, and the like), employees must remember that property supplied by Company remains the property of Company. Company reserves the right to search any Company property (e.g., computers, desks, lockers, or other storage areas) at any time. Company also reserves the right to inspect personal property (e.g., toolboxes, lunch boxes, purses, briefcases) during the workday or as employees leave the Company worksites. Refusal to allow inspection may lead to disciplinary action, up to and including termination.

Network and Electronic Resources Policy

Network and electronic resources, such as computers, other hardware, software, e-mail, landline and cellular telephones, fax machines and internet access, are tools that Company

provides its employees to assist them in their work. These resources and related access systems are proprietary Company property and subject to review or access by Company at any time.

All employees who use Company's network and electronic resources must follow the guidelines below:

(i) To the maximum extent possible, employee use of Company's network and electronic resources, during working time, should be devoted to company business and Company's legitimate interests.

(ii) Messages and communications sent via Company's network and electronic resources are subject to internal inspection and audit, subpoena, and/or access by persons outside Company and may be used in legal proceedings. Please consider this before sending any personal messages or non-business-related material via the network and electronic resources.

(iii) E-Mail is not a substitute for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if a meeting is not possible.

(iv) Remember that all of Company's policies, including but not limited to policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of Company's network and electronic resources. Employees must not review or forward sexually explicit, profane, or otherwise offensive, or unlawful material using Company's network and electronic resources.

(v) Passwords protecting the use of Company's network and electronic resources are Company's property and will be assigned to employees as needed. Employees may not change passwords without the consent of the CFO or CEO. Employees must notify their supervisor of all passwords and encryption keys assigned to or used by them and must notify their supervisor of any changes to such passwords or encryption keys.

(vi) Do not install any software or program on any Company computer or other hardware without the express consent of your supervisor or Company's CFO.

(vii) Company expressly prohibits the unauthorized use, installation, copying or distribution of copyrighted, trademarked, or patented material.

(viii) Employees must not attempt to override or evade any program or measure installed by Company to protect the security or limit the use of its network and electronic resources.

(ix) Company retains the right to review all communications conducted and data saved, reviewed, or accessed via Company's network and electronic resources, including Company computers, e-mail, and internet access. Company does not permit its non-management employees to access or use any Company password, e-mail account or remote access log-in other than a Company password, email account, or remote access log-in that has been specifically assigned to them. Inappropriate use of network and electronic resources may result in discipline, up to and including discharge. Employees should be careful to safeguard their passwords, log off their terminals when not in use and not permit unauthorized users to access Company systems.

To the maximum extent possible, employee use of Company's mobile phones, during work time, should be devoted to company business and Company's legitimate interests. These items remain Company property at all times and are to be returned to Company on an employee's last day of work.

Confidential and Proprietary Information

Company considers its confidential and proprietary information, including the confidential and proprietary information of our clients to be one of its most valuable assets. As a result, employees must carefully protect and must not disclose to any third party any confidential and proprietary information belonging to Company or its clients. Such protected information includes, but is not limited to, the following: all member-related information; matters of a technical nature, such as computer software, product sources, product research and designs; and matters of a business nature, such as customer lists, client contact information, on-site

program and support materials, candidate and recruit lists and information, placement information, pricing lists, training programs, contracts, sales reports, sales, financial and marketing data, systems, forms, methods, procedures, and analyses, and any other proprietary information, whether communicated orally or in documentary, computerized or other tangible form, concerning Company's or its members' operations and business.

Employees should ensure that any materials containing confidential or proprietary information are filed and/or locked up before leaving their work areas each day. During the workday, employees should not leave any sensitive information lying about or unguarded. Notwithstanding the following confidentiality restrictions which are specifically intended to protect Company's trade secrets, member information and the proprietary information it has developed, Company does not prohibit its employees from discussing or disclosing issues associated with the terms or conditions of their employment or working conditions with each other or with third parties. If you have any questions about this policy, consult your supervisor immediately.

Arrest and Conviction Disclosure

Any Company employee who is subject to arrest or conviction for any of the offenses listed below must disclose that information, and provide a description of the underlying circumstances, to the Human Resources Manager, within forty-eight (48) hours of the arrest or conviction. Self-disclosure is required for any felony, either listed under Alabama's criminal code, or a similar statute in any another state or U.S. territory, including, but not limited to:

- Murder
- Criminal Solicitation
- Conspiracy
- Assault
- Reckless Endangering
- Vehicular Assault
- Vehicular Homicide
- Burglary
- Robbery
- Theft
- Receiving Stolen Property
- Forgery
- Issue Bad Check
- Unlawful Use of Credit Card

- Vehicular Assault
- Unlawful Imprisonment
- Kidnapping
- Interference with Custody
- Arson
- Endangering the Welfare of a Child
- Hate Crime
- Stalking
- Carrying a Concealed Deadly Weapon
- Possession of a Weapon by a Person Prohibited
- Possession of a Weapon in a Safe School Zone

Any crime, either misdemeanor or felony, in which the main component of the statute deals with a sexual offense, including those offenses dealing with child pornography, as listed in Alabama's criminal code or a similar statute in any another state or U.S. territory.

Any crime, either misdemeanor or felony, dealing with the illegal possession, use, sale, distribution or trafficking of illegal drugs, narcotics, or prescription medications, as listed in Alabama's criminal code or a similar statute in any another state or U.S. territory.

Any misdemeanor where the main component of the crime deals with an act of violence.
Self-disclosure pursuant to this policy may not necessarily result in disciplinary action for the affected employee. Each situation and explanation will be evaluated in relationship to your position, job duties and its potential impact upon Company and its operations. Failure of an employee to provide the required information in accordance with this policy will result in disciplinary action, up to and including termination.

Re-Employment

Former employees who are rehired and return to work within three months of their termination will not be required to go through another probationary period unless Company deems it necessary. Former employees who are rehired and return to work more than three months after their termination will be rehired only as new employees and must complete a new probationary period. They will be considered new employees for any and all benefits.

Disciplinary Action & Termination

All employees are expected to comply with the Company's policies and procedures and conform to the Company's expectations in their behavior and performance. If an employee is not meeting Company standards of behavior or performance, the Company will take the disciplinary or corrective action that it considers appropriate, depending upon the circumstances. In some situations, the employee will be counseled and informed of the nature of the problem and the immediate discipline or even termination if appropriate.

Company reserves the right in each case to take the action that it considers appropriate and in the best interests of the Company, and no condition herein shall alter the at-will nature of the employment relationship. In the event an employee is terminated for violating these policies and procedures, or otherwise for cause, such employee shall be ineligible for unemployment benefits and shall not be paid for unused PTO.

Employee Termination

There are several types of termination of employment:

- Voluntary Dismissal – Employee Resignations
- Involuntary Dismissal – For Cause
- Involuntary Dismissal – Without Cause

Disciplinary Actions come in varying levels, which including without limitation the following, all of which are considered to be "Disciplinary Actions":

- Voluntary Dismissal – Employee Resignations

  The Employee should submit an official written resignation letter to the immediate supervisor. A notice is expected by the Employee consistent with the minimum notice requirement; however, in some cases that prior notice may not be given. If provided, the resignation letter must be copied and submitted to HR and filed in the Employee personnel file. If written notice is not provided, the immediate supervisor should document the event(s) and provide written notice of the Employee's action/voluntary dismissal to HR for record.

- Involuntary Dismissal – For Cause

  The terminated Employee's direct supervisor, or manager should submit all relevant documents related to the termination, including Performance Reviews, Disciplinary Action items, Complaints, or documentation of event(s) which resulted in the termination. In some instances, a termination meeting with the employee, supervisor and HR may be scheduled.

- Involuntary Dismissal – Without Cause

  Company should provide notice as far in advance, as appropriate and/or possible. Severance pay is only appropriate if pursuant to an Employment Contract, or if the Company has determined it is appropriate under the circumstances and provides written confirmation of such determination outlining any related terms and conditions. Only the CEO can approve severance pay, either within an Employment Contract, or under the termination circumstances.

At all times, proper Employee termination records should be kept containing all relevant documentation, support, and evidence. In the event there is an anticipated dispute, or threat of litigation, the CEO shall be notified, and if determined to be a legitimate threat, the CEO may consult an attorney to address or otherwise counsel Company on appropriate plan of action and required steps.

<u>Other Types of Employment Termination</u>

Common circumstances under which employment is terminated include the following:

- Resignation – Voluntary employment termination initiated by an Employee; and
- Layoff – Involuntary employment termination as a result of Reduction In Force ("RIF") initiated by Company for non-disciplinary reasons.

Company requests employees who intend to terminate employment to provide at least two (2) weeks' written notice. Such notice is intended to allow the Company time to adjust to the Employee's departure without placing undue burden on employees who may be required to fill in before a replacement can be found.

In any case of termination, the employee will receive his/her earned pay in accordance with all federal, state, and local laws; however, employees will not be paid for unused PTO, even if accrued.

Any employee who terminates his/her employment with Company shall return all files, records, keys, and any other materials that are property of Company. Should an employee have any questions or concerns regarding this policy, they are encouraged to connect with their supervisor, a member of the Corporate Leadership team, or the Human Resources Department.

Resignation

Employees wishing to resign their employment with the Company are requested to notify their manager of their anticipated departure date at least two (2) weeks in advance, though not required. This notice should be in the form of a written note or letter.

The Company may ask resigning employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return parking passes, keys, and other property, and to tie up any loose ends. Employees will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which they may be eligible.

When an employee leaves the Company in good standing, they may be considered for reemployment at a later date. However, in the case of rehiring, the Company may consider them to be a new employee with respect to vacation time, benefits, and seniority.

Benefits

Company provides certain benefits to its Regular Full Time and Part-Time employees, as required by state law. Company will pay the cost of coverage of a company selected plan for eligible employees. For more information, contact Company's Human Resources Manager and refer to the Company's individual benefit plan documents. From time to time, other

benefits might be available to eligible employees. Please contact your supervisor or the Human Resources Manager for more information.

Health Insurance

From time to time, benefits might be available to eligible employees. Please contact your supervisor or the Human Resources Manager for more information.

Temporary Disability Insurance

Employees who suffer disability resulting from sickness or accident, or from pregnancy, childbirth, or related medical conditions, are eligible for temporary disability leave without pay during their period of disability up to a maximum of twenty-six (26) weeks per calendar year, unless otherwise required by law ("Temporary Disability Leave"). Employees on temporary disability leave receive full-service credits and privileges during their period of disability.

Requests for Temporary Disability Leave must be submitted to Human Resources and approved by Human Resources prior to the commencement of the leave. If the need for your leave is foreseeable (for example, for planned medical treatment), you must provide Company with at least thirty (30) days advance notice. If this is not possible or the need for leave is not foreseeable, you must notify Company as soon as practicable (within one to two business days of learning of your need for leave). Even if the need for Temporary Disability Leave is unforeseeable, you must comply with Company's normal notice and call-in procedures, except where not possible. Failure to provide notice of your need for Temporary Disability Leave may be grounds for delay of the approved leave. Requests must be accompanied by proof of disability. The proof of disability should indicate the estimated commencement and termination dates of leave.

Employees on Temporary Disability Leave must contact their supervisor at least one (1) day in advance to report on your intent to return to work. Upon returning to work, you must also present proof that you have been released to return. Unless otherwise notified in writing,

employees who return to work after being on approved Temporary Disability Leave will be reinstated to their original positions or similar positions of like status and pay.

Temporary Disability Leave is unpaid. However, you may substitute available paid time off (sick leave or vacation) for any otherwise unpaid period of leave. The substitution of paid leave time for unpaid leave time does not extend your maximum allowable Temporary Disability Leave.

If you have any questions about Temporary Disability Leave, please contact Human Resources.

Workers' Compensation

Employees who suffer a work-related illness or injury are eligible to receive Workers' Compensation benefits. Benefits include a partial wage replacement and payment of certain medical costs associated with the work-related illness or injury. The cost of providing workers' compensation benefits is financed entirely by the Company.

If you are injured while on duty, you must immediately report the incident to Human Resources for follow-up attention. Human Resources must submit an incident report, in writing, to Company's insurer as soon as possible after the incident but no later than at the end of the workday.

Employees who are unable to work due to a work-related illness or injury are eligible for leave in accordance with Company's medical leave policies.

Per §20-2A-68, if an employee is injured or killed under circumstances that might otherwise make the employee or their dependents eligible to receive worker's compensation benefits under Chapter 5 of Title 25, Code of Alabama 1975, but the injury or death occurred due to the employee's impairment by medical cannabis, then the employee, along with the employee's dependents are ineligible to receive compensation as defined in Section 14 25-5-1, Code of Alabama 1975. This shall be conclusively presumed in the event of a positive

drug test conducted and evaluated pursuant to standards adopted for drug testing. If the employee refuses to submit or cooperate with a blood or urine test, it will be conclusively presumed that the employee was impaired due to medical cannabis.

Unemployment Compensation

Company provides for the payment of unemployment compensation insurance. Eligibility for unemployment insurance benefits is determined by state law.

Paid Time Off

Company provides its regular full-time employees with paid time off ("PTO") each year as a way to express our appreciation and a way to renew and refresh our employees. Company reserves the right to grant PTO at times that are most suitable for our business conditions and to limit PTO during our busier season.

Employees begin accruing PTO after successful completion of the ninety (90)-day probationary period. Regardless of date of hire, PTO must be used within the July 1 – June 30 fiscal year. Employees who are eligible for PTO may roll over a maximum of forty (40) accrued unused hours from one fiscal year to the next. Requests to carry over hours in excess of forty (40) from one fiscal year to the next should be submitted to the HR Manager for consideration.

After completion of the ninety (90)-day probationary period and through the first calendar year of employment, full-time employees will accrue at a rate of 1.54 hours of PTO per pay period based on a forty (40)-hour week, up to a total of forty (40) PTO hours. After one full year of employment, full-time employees will accrue PTO at a rate of 3.08 hours per pay period, up to a total of eighty (80) hours.

Part-time, regular employees accrue PTO at a pro-rated basis, based on the number of hours they are scheduled to work.

Employees who provide a two week notice of resignation must work the duration without using PTO. Eligible employees will be paid for earned but unused PTO at separation of employment.

For more information about using the PTO program, contact your supervisor or the Human Resources Manager.

Leaves of Absence

Company provides eligible employees limited unpaid leave for the various circumstances set forth below. These policies do not affect any applicable law prohibiting discrimination or supersede any state or local law which provides greater family and medical leave rights. An employee may be eligible for other leave under a particular state statute. Where applicable, any leave time for which an employee may be eligible under a federal, state, or local statute, law, or regulation (including workers' compensation), or under another Company policy, runs concurrently with any leave for which an employee may be eligible.

ELIGIBILITY: Employees are eligible provided (1) they have worked for the Company for at least twelve (12) months and (2) they have worked at least 1,250 hours during the prior 12-month period measured backward from the date the employee's leave begins. The twelve (12)-month period used to determine employee eligibility for leave shall be the twelve (12)-month period measured backward from the date an employee uses any leave. Any leave taken by an employee will be used to determine the amount of leave which remains available to the employee.

NOTICE: If the need for leave is foreseeable, the employee must give Company at least thirty (30) day's prior written notice. If this is not possible, the employee must at least give notice as soon as practicable (within one to two business days of learning of the need for a leave) except in extraordinary circumstances. Failure to provide such notice may be grounds for delay of the leave. This does not apply to incidents that are a result of a work-related injury as defined under a "serious health condition". Additionally, if an employee is planning medical treatment, the employee must consult with Company. Subject to the approval of the

health care provider, the employee must make a reasonable effort to schedule the leave so that it does not unduly disrupt Company's operations.

If an employee is requesting leave because of their own or a covered relation's serious health condition, the employee must obtain a Medical Certification form from Company, complete it with the assistance of the treating health care provider, and return it to Company in a timely manner. If the employee provides at least 30 days' notice of medical leave, the employee should submit the medical certification to Company before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. Company may require a second opinion as to a serious health condition at its own expense. If the first and second opinions are different, Company may require the binding opinion of a third health care provider, approved jointly by Company and the employee, and paid for by Company. If your medical status changes from your expected return to work, it is the employee's responsibility to provide Company with the status of his/her return.

Leave is unpaid; however, if eligible for paid time off, employees must use any accrued paid time off to cover their absences. Paid time off must be used first before going on unpaid leave.

Benefits While on Leave:

a. Health Care Coverage. During an approved leave**,** for insurance eligible employees Company will continue the employee's health care benefits for the duration of the leave. Employees must pay their portion of the health benefit premium through monthly payments to Company. During an unpaid leave, you will have a minimum of 30 days grace period in which to make a premium payment. If payment is not made timely, your health care benefits may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your premiums during leave, and recover these payments from you upon your return to work.

b. Other Benefits. Employees on leave do not lose any benefits they have earned prior to the first day of leave. The leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in any Company sponsored benefit where eligibility is based on length of service.

Paid Parental Leave

Parental leave under this policy is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Parental leave is intended to replace a portion of an eligible employee's income as they balance professional and family duties after the birth or adoption of a child.

Paid parental leave is only available to employees that have worked for Company for at least twelve (12) consecutive months and have recorded at least 1,250 hours' time worked over the twelve (12)-month period immediately prior to the date upon which the parental leave would commence.

Company's paid leave benefit is as follows:

- Eligible employees will receive eight (8) weeks of paid leave at 50% of their average weekly compensation, followed by an additional four (4) weeks at 20% of their average weekly compensation. For hourly employees, average weekly compensation will be based upon the employee's regular rate and the average number of hours he or she worked in the month immediately preceding the request for leave.
- If both parents are Company employees, only one is eligible to access this paid benefit at a time. Under such circumstances, the maximum available duration of the paid benefit, in total (i.e., for both parents), is twelve (12) weeks. Both, however, continue to be entitled to exercise their rights under Company's family and medical leave policy, if eligible.
- Following an employee's return from parental leave, he or she will be returned to his or her previous position or an equivalent position, assuming that he or she is fully capable of returning to the previous position or an equivalent position.

- Paid parental leave will begin on the day of the child's birth or the day the child is placed under adoption or foster care.

Requirements for Obtaining Paid Parental Leave: The employee must provide thirty (30) days' notice of the requested leave (or as much notice as possible if the leave is not foreseeable) to the human resources department and shall be required to provide all necessary forms to the department. After any period of paid parental leave has been exhausted, subsequent leave will be covered under Company's appropriate policies.

Leave for Victims of Domestic Violence

Company will grant a reasonable and necessary leave from work, without pay, to an employee who needs the leave to prepare for or attend court proceedings, receive medical treatment, or obtain necessary services to remedy a crisis, if the leave is necessary because the employee, or the employee's child, parent, or spouse, is a victim of violence, assault, sexual assault, stalking or any other act that would support an order from protection from abuse under Alabama law. If available, paid time off may be used to cover this leave period, otherwise the leave would be unpaid.

In order to be granted, a request for such leave must be communicated to management within a reasonable time, the request must be necessary and reasonable, and the leave requested must not cause the company undue hardship.

Bereavement Leave

Company will provide up to three (3) days of paid bereavement leave to attend or prepare for the funeral services and/or bereave the death of an immediate family member. For purposes of this policy, "immediate family" is defined as the employee's spouse, domestic partner, parents, stepparents, domestic partner's parents, children, stepchildren, siblings, stepsister, stepbrother, grandparents, grandchildren, mother-in-law, and father-in-law or any other relative that resides in the employee's household. Employees should direct all requests for Bereavement Leave to their supervisors or to the Human Resources Manager.

While on Bereavement Leave, an employee will be paid at straight time for the hours the employee was scheduled to work on the days missed.

Jury Leave

Employees who are called for jury duty will be granted time off to perform this civic duty. Employees must notify their supervisors as soon as they learn they have been summoned as a juror so that work arrangements can be made. An employee must provide his or her supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. An employee who is excused from jury duty prior to the end of a regularly scheduled workday must report for work for the remainder of that day, or otherwise notify his or her supervisor of his or her availability to work. Company will not discharge, layoff, penalize, threaten, or otherwise coerce an employee because the employee receives or responds to a summons, serves, or attends jury service.

Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time, up to two hours (excluding any meal breaks or other break time) to vote. The employee will be paid for the two (2) hours. Where possible, your supervisor should be notified at least two (2) days prior to the voting day.

Notice of Leave

If you wish to take family or medical leave and the need for your leave is foreseeable, you must provide Company with at least thirty (30) days advance notice. If this is not possible or the need for leave is not foreseeable, you must notify Company as soon as practicable (within one to two business days of learning of your need for leave). Even if the need for leave is unforeseeable, you must comply with Company's normal notice and call-in procedures, except where not possible. Failure to provide notice of your need for family or medical leave may be grounds for delay of the leave.

Your request for family or medical leave should first be verbally communicated to Human Resources. You will then be required to complete a written request for leave on a form provided by Human Resources. The written request must indicate the reason for your request for leave, the anticipated start of your leave, and the anticipated duration of your leave. Company will provide you with a written response to your leave request.

Medical Certification

If you are requesting leave because of your own serious health condition or the serious health condition of an eligible family member, you must furnish Company with appropriate medical certification. You may obtain Medical Certification Forms from Human Resources. Failure to provide appropriate medical certification in a timely manner may result in denial of leave until it is provided.

If Company has reason to doubt the validity of a medical certification for the employee's own health condition, it may require the employee be examined by a second health care provider at Company's expense. If the second opinion conflicts with the original medical certification, Company may, at its expense, require a third, mutually agreeable health care provider to conduct an examination and provide a final and binding opinion. Company may also require subsequent medical recertification every thirty (30) days.

Appropriate certification is required for other family or medical leaves, depending on the particular circumstances. Failure to provide the completed certification in the allotted time period will delay the approval of leave.

For leave due to a qualifying exigency, Company requires the employee to provide a copy of the covered military member's active-duty orders or other documentation issued by the military which indicates active-duty status or call to active duty status in support of a contingency operation, and the date of the covered military member's active duty service. Company also requires that leave taken because of a qualifying exigency be supported by a Company-provided certification signed by the employee.

All requests for military caregiver leave must be supported by a Company-provided certification form completed by the employee and the covered service member's authorized health care provider. In lieu of the Company-provided certification, Company will accept invitational travel orders (ITO)/invitational travel authorizations (ITA).

Intermittent and Reduced Schedule Leave

Leave may be taken intermittently (in separate blocks of time due to a single event) or on a reduced leave schedule (reducing the usual number of hours you work per work week or work day) if medically necessary for your own or an eligible family member's serious health condition or for military caregiver leave (as certified by a health care provider), for a FMLA qualifying exigency and for periods of leave covered by the Alabama Family Leave Law, including leave upon the birth or adoption of a child. However, intermittent or reduced schedule leave upon the birth, placement for foster care, or adoption of a child is not permitted beyond the first four (4) weeks of leave unless advance written approval is obtained from Human Resources. Appropriate certification of the need for intermittent or reduced schedule leave will be required.

If your intermittent or reduced schedule leave is unpaid, Company will reduce your compensation based on the amount of time you actually work, to the extent permitted by applicable wage and hour laws. Also, if the need for intermittent or reduced schedule leave is foreseeable, Company may transfer you to an alternative position with equivalent pay and benefits that better accommodates your intermittent or reduced schedule leave.

Returning to Work

Employees on leave must contact Human Resources at least every two (2) weeks to report on your status and intent to return to work. Under most circumstances, an employee returning from family or medical leave will be reinstated to the same position he/she held when the leave began or to an equivalent position. However, an employee has no greater right to reinstatement than if the employee had been employed continuously rather than on leave. In addition, reinstatement may be denied to certain salaried high-level employees

("key employees"), and in situations where reinstatement results in an undue hardship for the Company.

If you have taken medical leave because of your own serious health condition, including pregnancy, childbirth, or related medical conditions, you must provide a fitness-for-duty certification from your health care provider. Employees who fail to provide the required medical certificate will not be allowed to resume work until the certificate is provided.

If you have any questions about family and medical leaves, please contact Human Resources.

Acknowledgement of Receipt of Employee Handbook

I have received the current Company employee handbook and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the handbook, or its contents will be answered by my supervisor, or by his or her designated representative upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that Company reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of Company, regardless of their classification or position, are employed on an at-will basis, and their employment is terminable at the will of the employee or Company at any time, with or without cause, and with or without notice. Nothing contained in the policies, procedures, handbooks, or any other documents of Company shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is Company property and must be returned upon separation.

Signature: Date:

Employee Name:

Exhibit 20 – Quality Control and Quality Assurance Plan.

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

• 20.1 – A summary of the collection protocols and procedures to be implemented by the Applicant to ensure each sample's identity, adequacy, integrity, and freedom from cross contamination

- Collection protocols will be implemented that will include, verification of sample identity via records consistent with the seed-to-sale system. Each sample will be designated a QR code which will be labeled on container on the time of receipt.
    - QR of batches and containers will be used to identify
        - Licensee
        - Facility
        - Plant Tag Identification number
        - Date of harvest
        - Date (if any) of the last testing approval by a State Testing Laboratory
- Incoming cannabis or medical cannabis that is accompanied by a manifest, chain of custody or other appropriate documentation will be confirmed by all appropriate parties that the documentation is accurate before accepting.
- Date and time of arrival of incoming cannabis or medical cannabis and corresponding QR code will be logged into Statewide-Seed-to-Sale Tracking System.
- Once batches and containers have been confirmed and packaged, they will be packaged and labeled and inserted into an additional container prior to transport.
- Batches and containers being transported back to a licensee from the State Testing Laboratory's facility must be QR coded containing the following information:
    - State Testing Laboratory
    - Facility
    - Type of product
    - Date of testing
    - Date of State Testing Laboratory's test approving or rejecting the product.

- Outcoming cannabis or medical cannabis that is accompanied by a manifest, chain of custody or other appropriate documentation will be confirmed by all appropriate parties that the documentation is accurate before accepting.
- Date and time of shipment of outcoming cannabis or medical cannabis and corresponding QR code will be logged into Statewide-Seed-to-Sale Tracking System.
- All sample material will be verified upon receipt to ensure there is sufficient material to complete the testing required.
- All samples will be examined upon receipt to ensure that the sample integrity has not been compromised.
    - Examples of compromised containers include but are not limited to.
        - Unsealed containers
        - Damaged containers
        - Presence of foreign material inside the sample container
- All samples will be handled by operators trained in aseptic technique and provided supplies required to ensure samples are not contaminated.

• 20.2 – A summary of the laboratory protocols and procedures to be adopted ensuring proper testing for the required safety, potency, stability, lifespan, and consistency of the cannabis or medical cannabis, whether as required by law or otherwise.

- All testing methods will be internally validated according to ISO/IEC 17025:2017 guidelines and presented to the commission for review prior to use.
    - Methods will be implemented to meet guidelines for stability and lifespan testing for AMCC when guidelines are made available.
        - If no guidance is provided for these requirements ICH guidelines would serve as internal guidance for stability testing.
    - ISO/IEC 17025 validated methods will be used for the collection of data related to safety and potency.
    - The consistency of cannabis or medical cannabis will be ensured via guidelines provided by AMCC.

• 20.3 – An overview of the steps to be taken in the testing process to provide high quality test results and/or to safeguard its testing procedures. The Applicant must identify any specific plans to ensure integrity, consistency, efficacy, efficiency, economy, and accuracy

of testing being performed at each facility, including whether and to what extent the Applicant intends to implement these plans internally or to rely on any outside source to audit, evaluate and make recommendations to improve testing quality.

- Internal management reviews will be performed on an annual basis to serve as a basis for continuous improvement and maintain compliance with both ISO/IEC Standards & AMCC guidance.
- Additionally, one in person audit will be performed biannually by an ISO17011 accredited accreditation agency e.g. Perry Johnson Labs to ensure compliance with ISO/IEC17025:2017 standard and one remote surveillance audit will be performed on off years from the primary audit.

• 20.4 – A summary of the tests that will be conducted, if any, with respect to each type of licensee or product.

- According to the current version of the testing rules Appendix A to chapter 10 as required for the following products:
- In-processed medical cannabis and crude collected resins, as received: Moisture content, Potency analysis, Terpene analysis, Foreign matter inspection, Mycotoxin screening, Heavy metal screening, Pesticide residue analysis, Herbicide screening, Growth regulator screening, Total yeast and mold, Total Enterobacteriaceae, Salmonella, Pathogenic E. coli, Aspergillus fumagatus, Aspergillus flavus, Aspergillus terreus, Aspergillus niger, Total coliform.
- Cannabis, as received, which is destined for extraction: Potency analysis, Terpene analysis, Foreign matter inspection, Mycotoxin screening, Heavy metal screening, Pesticide residue analysis, Herbicide screening, Growth regulator screening, Total yeast and mold, Total Enterobacteriaceae, Salmonella, Pathogenic E. coli, Aspergillus fumagatus, Aspergillus flavus, Aspergillus terreus, Aspergillus niger, Total coliform.
- Fully processed extract of cannabis, including mixtures of extracted products or oils or fats derived from natural sources including concentrated cannabis extracted with CO2: Potency analysis, Foreign matter inspection, Terpene analysis, Mycotoxin screening, Heavy metal screening, Pesticide residue

analysis, Total yeast and mold, Total Enterobacteriaceae, Salmonella, Pathogenic E. coli, Aspergillus fumagatus, Aspergillus flavus, Aspergillus terreus, Aspergillus niger.

- Extract of cannabis (solvent-based) made with any approved solvent, including concentrated cannabis extracted by means other than with CO2: Potency analysis, Terpene analysis, Foreign matter inspection, Residual solvent test, Mycotoxin screening, Pesticide residue Analysis, Total yeast and mold, Total Enterobacteriaceae, Salmonella, Pathogenic E. coli, Aspergillus fumagatus, Aspergillus flavus, Aspergillus terreus, Aspergillus niger.
- Topical cannabis-infused product, including a product with contains concentrated cannabis: Potency analysis, Terpene analysis.

• 20.5 – A plan for reporting the results of testing upon a licensee's product, including the form to be utilized for providing said results to the licensee.

- A standardized reporting template will be created to suit comply with reporting requirements analysis of each sample submitted. Reports will be generated and controlled an approved vendor e.g. Confident Cannabis.

• 20.6 – A plan for transportation of cannabis and medical cannabis to and from the Applicant's facility.

- All transportation of cannabis will be contracted to a third-party transportation company.

• 20.7 – Any steps that will be taken to differentiate between official tests and unofficial private testing performed at the request of a licensee.

- A clear written designation will be made on the final report of testing to specify whether a report is intended for private/ R&D testing or to satisfy AMCC compliance requirements for sale.

• 20.8 – A plan for managing the return and remediation or destruction of any failed test samples, including entry or monitoring the entry of the event on the Statewide Seed-to-Sale Tracking System.

- Any samples slated for return would be transferred with the applicable chain of custody back to the licensee and would reflect the transfer within the seed-to-sale system.

- All transfers would be documented, and records will be retained according to guidelines set forth by the AMCC.

• 20.9 – Any specific plans to obtain and maintain accreditation as an ISO/IEC 17025 laboratory.

- An initial assessment will be scheduled with an accreditation service to review the quality management plan, quality documents, procedures, policies, training, and methodologies for validity and accordance to the standard, once satisfied ISO/IEC 17025:2017 will be achieved.
- Periodic review of documents and an annual management review will be put in place to ensure ongoing compliance with the standard.

• 20.10 – A detailed rendering of the information to be entered into the Statewide Seed-to-Sale Tracking System as to each sample obtained for testing

- At a minimum the following items will be entered into the statewide Seed-to-sale system.
- a. The identity of the licensee for whom testing is to be performed.
- b. Where and how the sample was obtained.
- c. The size, count or weight, as available, of the sample obtained.
- d. The date and time the sample was obtained.
- e. The identity of the transporter, including any Secure Transporter, if any, including the identity of the personnel and vehicle involved in the transport.
- f. The date and time of the sample's arrival at the State Testing Laboratory.
- g. The tag, lot, or batch number (and any other information contained on the digital or QR code) applicable to the cannabis or medical cannabis, as available, from which each sample was obtained.
- h. The conditions of storage upon arrival at the State Testing Laboratory.
- i. The date and time testing commenced.
- j. The types of tests undertaken by the State Testing Laboratory and the amount of the sample used for each test.
- k. The date and time testing concluded.
- l. The results of testing.
- m. Any steps to be taken because of such testing.

- n. Any steps to be taken to dispose of or return any unused sample material.
- o. If returned, the date and time of the sample material's departure from the laboratory.

Exhibit 21 – Testing Process

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

21.1

- We will conduct testing on all types of approved medical cannabis which includes "In-process medical cannabis and crude collected resins, as received," "Cannabis, as received, which is destined for extraction," Fully processed extract of cannabis, including mixtures of extracted products or oils or fats derived from natural sources, including concentrated cannabis extracted with CO2," Extract of cannabis (solvent-based) made with any approved solvent, including concentrated cannabis extracted by means other than with CO2," and "Topical cannabis-infused product, including a product which contains concentrated cannabis."

21.2

Please reference Section 13 for the machinery and equipment currently used for cannabis testing. All instruments will have at least 1 dedicated back-up instrument

For every instrument platform, a team lead (with substantial knowledge about the platform including but not limited to the ability to develop methods without reference) will be appointed. A team lead must also have at least 2 years of relevant experience on their respective instrument platform and have a minimum of a bachelor's degree. Additional chemist's/microbiologist's will be hired based on sample load.

Materials:

- Critical materials for laboratory functions will be overstocked by at least 2x the anticipated need to prevent backordered materials from obstructing any laboratory function or analysis. Critical materials include:
    - Columns
    - Solvents
    - Reagents
    - PPE
    - Instrument vials and dilution/reaction containers
    - GC liners, septa, needle's, rotor/stator (for specific introduction techniques) , transfer lines, ferrules, helium, and gas lines and fittings

- Gasses required for instrument operation
- Microbiology plates and consumables
- Chemistry consumables
- High quality analytical balances (example Mettler Toledo XSR204)
- Micropipettes
- Syringes and syringe filters
- Pipettes
- Chemical Glassware
- Serological pipettes and controller
- Incubators
- Digital Dry Bath

Pesticide Screening:

- LCMS-QQQ and/or GCMS-QQQ which can meet the standard of the AMCC including identification and quantitation (IDL, MDL, etc…) of defined analytes. Non-required analytes or unknowns could be identified on a LCMS-QQQ, GCMS-QQQ, or either type of chromatography via a TOF/Orbitrap detector. The quantitation of unknowns can be done pending standard availability.

Solvents Screening:

- A GCMS which can meet the standard of the AMCC including the identification and quantitation (IDL, MDL, etc…) of defined analytes. Non-required analytes or unknowns can be further explored using GCMS, or GCMS-QQQ.

Potency Quantitation:

- An UHPLC utilizing a DAD will be used to quantitate potency for all sample matrices. The detector chosen will be able to meet the IDL/MDL requirements set forth by the AMCC.

Terpenes:

- At a minimum, terpenes will be analyzed and quantitated on a GCMS. A GCMS-QQQ may be used if needed to meet the requirements set forth by the AMCC. We do not find an FID detector to be suitable for terpenes quantitation due to interferences brought forth by oxidation products, cannabinoids, and other contaminants or by-products such as oils or additives in distillates.

Moisture Content:

- A moisture analyzer (weight based) driven by either microwave, IR, or visible light or any combination of will be used. The method will be tested for recovery as terpenes often interfere and with accurate moisture analysis of the product.

Heavy Metals

- Heavy metals analysis will be conducted on a ICPMS which can meet the quantitation requirements (IDL, MDL, etc…) set forth by the AMCC.

Microbiology

- All microbiology assays require incubators for incubation.
- All Real-time-PCR assays will require either a PCR workstation, Dead Air box, or Bio Safety cabinet for PCR preparation.
- Detect and not detect assays will use BioRad real-time PCR detection kits and CFX96 Touch Deep Well Real-Time PCR Detection System and CFX Manager IDE Software.
    - Salmonella - BioRad iQ-Check Salmonella spp. II Kit
    - Aspergillus flavus - BioRad iQ-Check Aspergillus Kit
    - Aspergillus niger - BioRad iQ-Check Aspergillus Kit
    - Aspergillus fumigatus - BioRad iQ-Check Aspergillus Kit
    - Aspergillus terreus - BioRad iQ-Check Aspergillus Kit
    - Pathogenic E. coli – BioRad iQ-Check STEC VirX Kit
- Quantitative assays will use 3M petrifilm traditional plating to enumerate CFU/g.
    - Total Coliform - 3M Petrifilm Rapid E. coli/Coliform count plate
    - Total Yeast and Mold - 3M Petrifilm Rapid Yeast and Mold Count Plates

- Enterobacteriaceae - 3M Petrifilm Enterobacteriaceae Count Plates

Additional Testing:

- We have the capability to add multiple instrument platforms to test for good GMP's. These include but are not limited to specific gravity, spectrometry (uv-vis, NIR, FTIR, RAMEN), viscosity, titrations (Automated or manual), ion chromatography, pH, conductivity, ISE's, TOC detectors, polarimetry, and nutritional panel testing.

21.3

Personnel

For all products being tested, chemist's and microbiologist's will be required to wear the appropriate PPE for the analysis being performed, and for the area of laboratory which they are in. Areas which require PPE will be clearly labeled via a sign on every entrance/exit to a hazardous area. In addition, a yellow line will be taped/painted onto the floor at each entrance/exit to areas which require PPE.

Any area in which laboratory testing is being performed (chemistry and microbiology) will be equipped with the and eyewash and safety shower station within 10ft from any corrosive material hazard.

A first aid kit will be located within the main laboratory but away from chemical/instrumental hazards.

- **Chemistry Testing PPE Requirements (pesticide analysis, residual solvents, terpene analysis, and potency analysis)**
  - Tyvek lab coat (or comparable coat) without pre-attached shoe coverings or a head cover
  - Safety glasses (non-tinted)
  - One-time use shoe coverings
  - Nitrile gloves (unless and employee has a specific nitrile allergy)
- **Chemistry Testing PPE Requirements (Heavy Metal Screening)**

  - Tyvek suit (or comparable suit) with attached shoe coverings and head cover
  - Safety glasses (non-tinted)
  - One-time use shoe coverings (to be used in addition to the Tyvek suit
  - Nitrile gloves (unless and employee has a specific nitrile allergy)

- **Microbiology Testing**
  - Tyvek lab coat (or comparable coat) without pre-attached shoe coverings or a head cover
  - Safety glasses (not-tinted)
  - One-time use shoe coverings
  - Sterile Nitrile gloves (unless and employee has a specific nitrile allergy)

Facilities

- **Heavy Metal Screening**
  - The ICPMS and autosampler enclosure will be vented out of the building through the roof. The roof exhaust plumbing will be constructed out of a non-metallic material suitable for acid vapors.
  - All power outlets for the ICP will meet the instrument manufacturers specifications.
  - A corrosive spill-kit will be located within 10ft of the ICPMS
  - All surfaces and flooring with the exception of the fume hood will be non-metallic
  - Metallic surfaces within the fume hood may be covered with By-Tac (Vinyl backed Teflon)
- **Pesticide Analysis, Residual Solvents Analysis, Terpene Analysis, and Potency Analysis**
  - A solvent spill kit will be located within 10ft of any HPLC, LCMS, GCMS, Scale, or any area used to prepare samples which are diluted in an organic solvent.

  - Preparation areas (weighing station(s), fume hood(s), benchtops) will be covered with By-Tac (Vinyl backed Teflon) as applicable to prevent degradation on the permanent surface.
  - All outlets used for instrumentation will meet the requirements of the manufacturer
  - The fume hood(s) used for organic solvents will be plumbed out of the building, through the roof, and be constructed either from a corrosion resistant metallic duct (stainless or galvanized steel).
- **Microbiology Testing**
  - A Bench space able to be decontaminated with 10% bleach with an exposure time of 15 minutes and/or 70% Isopropyl alcohol or 70% ethanol for an exposure time of 5 minutes without severe degradation will be used.
  - Biohazard waste bins with biohazard bags and third-party biohazardous disposal company will be used.
  - All outlets used for instrumentation will meet the requirements of the manufacturer.
  - PCR workstation(s), Dead Air box(s), or Bio Safety cabinet(s) for PCR preparation will be used.

Products

- **Chemical Testing (pesticide analysis, residual solvents, terpene analysis, and potency analysis)**
  - Product containers will only be open for the amount of time required for a chemist to aliquot a specific weight into a vial/container.
  - Spatulas (metallic) will be cleaned with the appropriate solvent (Methanol, with the exclusion of residual solvents) and dried for every unique sample or matrix standard. Residual Solvents will use metallic spatulas which have been dried within a laboratory oven for at least 1 hour at 150C for the preparation of any sample or sample matrix.

Disposable plastic spatulas may be used for any analysis for only 1 sample.

- Samples designated for chemical testing will not be used for microbiology testing.
- When a sample is not being aliquoted, it will be stored in the refrigerator.
- All chemical analysis standards and reagents will be stored in a separate chemical cabinet, flammable cabinet, or refrigerator.
- All laboratory surfaces including instrumentation will be wiped down daily with water, ethanol, or quaternary ammonium disinfectants with no fragrance. Ethanol can only be used for cleaning when residual solvents preparation is not being performed.

- **Heavy Metal Screening**
  - Product containers will only be open for the amount of time required for a chemist to aliquot a specific weight into a vial/container.
  - Disposable plastic spatulas will be used for only 1 sample. Teflon or fluoropolymer spatulas may be used if they are cleaned with a mild acidic mixture and dried between each individual sample.
  - Samples designated for chemical testing will not be used for microbiology testing.
  - When a sample is not being aliquoted, it will be stored in the refrigerator.
  - All chemical analysis standards and reagents will be stored in a separate chemical cabinet, flammable cabinet, or refrigerator.
  - All laboratory surfaces including instrumentation will be wiped down daily with water, or mild acidic mixtures. Ethanol can only be used for cleaning when residual solvents preparation is not being performed.
- **Microbiology**
  - Product containers will only be open for the amount of time required for a microbiologist to aliquot a specific weight into container.
  - Aseptic technique will be practiced when handling microbial samples and reagents throughout the process.

- All microbial workspaces will be decontaminated before and after preparing samples or running analyses.
- All consumables involved in microbial analyses will be sterile and free of contamination including, sample containers, inoculation loops used in aliquoting samples, 1.5ml tubes centrifuge tubes, Deep-well 96 well plates, PCR plates, pipette tips, reagents, kits and broths.
- A new Sterile inoculation loop will be used for only 1 sample when aliquoting into a container while practicing aseptic technique.
- A new pair of sterile nitrile gloves will be used only for 1 sample when aliquoting into a container while practicing aseptic technique.
- When a sample is not being aliquoted, it will be stored in the refrigerator.
- All microbial standards, kits and reagents will be stored in a refrigerators, freezers and storage locations based on storage temperatures of products.
- Samples designated for microbial testing will not be used for chemistry testing.

Exhibit 22 – Chain of Custody and Sample Requirements

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

Chain of Custody and Sample Requirements

22.1 – Minimum Sample Size and Storage Requirements

- The chain of custody and manifest provided to a Secure Transporter and Licensee shall contain any guidelines put forth by the AMCC regarding minimum sample size, number of samples required, etc.
    - At a minimum, the sample size required for testing and at least one retest is to be specified in the sampling instructions for Licensees, with provisions to provide as much as 3 times the sample size amount required for testing if a licensee wishes to provide material for additional retesting pursuant to AMCC guidelines, challenges, etc.
- The Licensee shall provide storage requirements, unless storage requirements are specified by product packaging for products received from a dispensary or processor. Otherwise, default storage conditions shall be samples kept at a minimum in a cool (<25C), dry environment, preferably in a refrigerated environment (between 4 and 10C) to prevent ongoing sample degradation and microbial growth
    - Once additional information is provided for stability testing and shelf-life requirements, procedures may require updating with regard to storage requirements particular to the needs of these tests.

22.2 – Sample integrity and Evidence of Tampering

- Samples received from licensees by the contracted third-party Secure Transporter must be packaged in tamper-proof/tamper-evident containers along with a log detailing the condition of the as-received sample (any visible signs of microbial contamination, foreign matter, etc.).
- The sample, as received by the laboratory from the third-party Secure Transporter, must be evaluated for signs of damage or tampering with packaging that may indicate:
    - Diversion of product

Exhibit 22 – Chain of Custody and Sample Requirements

  - Tainting or contamination of product during transport/prior to testing
- Tamper-evident seals or tamper-tape is to be used when sealing any container after receipt of a sample, to provide additional evidence of damage to sample packaging

22.3 – Documenting condition and quantity of sample provided at time of receipt by the laboratory

- Samples received by the laboratory from the Secure Transporter shall be evaluated for their integrity, including:
  - Any evidence of attempted access to tamper-proof/tamper-evident containers
  - Any presence of foreign bodies or foreign matter in the sample received
  - Any visible evidence of microbial contamination (i.e. including but not limited to visible mold, unusual coloration of a sample, or unpleasant odor indicative of possible contamination once a sample has been accessioned)
- As part of the sample acquisition process, the Secure Transporter shall use sterile containers with tamper evident seals of a uniform weight, or containers that have a pre-recorded tare weight included either written on the container or in the QR code. This will allow the laboratory to record the weight of incoming material without physical handling of the sample
- For samples that arrive in additional packaging (i.e. samples received either from a processor or dispensary), the Secure Transporter will attempt to obtain weights of the empty containers or packaging used by the Licensee (dispensary or processor) to ensure that these weights do not cause undue influence in the monitoring of incoming sample weight
- Additional confirmation of the weight received will be performed by the sample intake team during sample accessioning and proportioning for testing. This weight will be used in the inventory tracking system
- Any additional observations of sample integrity (foreign bodies, microbial contamination, etc.) made during the intake/accessioning process should be

documented and reported in the Statewide Seed-to-Sale or wherever applicable per AMCC policies

22.4 – Documentation of sample processing and handling

- All persons responsible for handling of samples as-received by the laboratory (accessioning) must be recorded, including signatures/initials as well as timestamps when sample weights are changed or when possession of a sample changes
- Persons aliquoting samples for analysis must likewise record signatures and timestamps when removing a sample submitted for analysis from storage, allowing for tracking of the weights used for each analysis type and the analyst responsible for performing the aliquoting
- Persons responsible for creating extracts of samples for analysis must likewise record signatures and timestamps for the creation of the extract and any additional information related to its ultimate fate (i.e. complete use in sample analysis or destruction of unused extracted material).

22.5 – Documentation of sample transfers

- All samples transferred to another State Testing Laboratory for additional testing or to a client/Licensee must be documented, including a signature and timestamp of all persons involved in the transfer process, including:
    - The individual responsible for initiating the transfer from within the accessioning team at the State Testing Laboratory
    - The individual responsible for transport associated with the Secure Transporter
    - The individual responsible for receipt of the sample at another State Testing Laboratory, processor, or
- The reasons for the initiation of the transfer must be received in writing by the laboratory, and must be recorded in the QR code (if possible), the laboratory sample documentation system, and/or State Seed-to-Sale Tracking System as required in the final revision of AMCC rules

Exhibit 22 – Chain of Custody and Sample Requirements

22.6 – Maintaining a list of authorized laboratory agents

- The laboratory shall maintain an up to date list of persons authorized by the AMCC who are permitted to conduct cannabis testing and/or handle cannabis products
    - Individuals who have not yet received authorization will not be permitted entry into laboratory areas or sample intake areas in which cannabis is handled
    - Entry into the laboratory and sample storage areas will be restricted by RFID badge-entry locks, which record the identity of the staff member using the card for entry and the date/time of the entry when used
    - Additional security measures will be put in place to secure the facility against entry by unauthorized personnel (see exhibit 16 for additional details)
- Individuals who permanently leave the State Testing Laboratory, whether voluntarily or otherwise, will immediately have access and authorization revoked through deactivation of RFID badges and revocation of keys
    - If an individual whose testing laboratory access is revoked attempts to enter the State Testing Laboratory, they will be refused access, and on continued attempts local law enforcement is to be notified
- A list of individuals permitted access is to be posted at the entryway of the Testing Laboratory building, to serve as a quick reference guide for who is and is not permitted entry and to prevent unauthorized entry

22.7- Securing the Laboratory During Nonworking Hours

- Please reference the security plan in exhibit 16 for additional details on steps taken to secure medical cannabis products and prevent entry to facilities
- A closed-circuit monitoring system will be used with cameras present both in any rooms in which medical cannabis is handled or transferred, as well as cameras monitoring any external entrances to the building to provide a record of any attempted unauthorized entry

Exhibit 22 – Chain of Custody and Sample Requirements

    - Both audio and visual data will be acquired by the CCTV system, which will be capable of at least 60 days of continuous record-keeping and monitor audio levels to 20 dB or as otherwise specified in AMCC guidelines
    - Additional lighting will be installed and maintained both during working and non-working hours so as to provide a clear and unobstructed view for CCTV monitoring systems, both in the interior and on the exterior of the building
- Fencing and/or barriers installed to prevent unauthorized access shall be installed as per Exhibit 16, and will possess sufficient lighting capabilities and/or CCTV cameras as to prevent and log attempts at unauthorized entry
- Fencing installed will have a locking/secured gate, with access only provided to authorized individuals, so as to prevent vehicular access to the facility during non-working hours
    - Security guard(s) used to secure the building will be responsible for regulating entry during business hours for vendors and customers, pursuant to AMCC guidelines, and may be contracted to monitor the building and entry points during off-hours as well
- As per Exhibit 16, all points of entry will be sealed with mechanisms for preventing unauthorized entry, including reinforced windows, doors, and walls. Crash-bars with alarms will be installed to allow for rapid egress in the event of fires or other emergencies requiring quick evacuation of staff members through non-standard entryways, compliant with AMCC requirements

22.8 – Securing Short- and Long-Term Storage Areas When Not In Use

- Short-term cannabis storage areas (ex: intake and accessioning areas for the logging and processing of incoming medical cannabis samples) shall be secured by reinforced doors used to prevent unauthorized entry, as well as badge- and/or key-only entry points to ensure that only authorized personnel maintain access
    - Locks and opening/closing logs for sub-storage areas (refrigerators, short-term overnight storage for samples arriving late in the day) will be used to

Exhibit 22 – Chain of Custody and Sample Requirements

monitor the activities of authorized personnel and provide a second layer of protection against unauthorized access

- Long-term cannabis storage:
    - Samples retained for retesting, challenges, returns to licensees, and other transfers will be stored inside a room with reinforced walls (a vault), and access will be restricted by use of:
    - A reinforced entry way, with access limited to Laboratory Staff members responsible for inventory maintenance and audits, and management
    - The room used for long-term cannabis storage will be within the interior of the building – external means of access (e.g. external windows or doors) are not to be present in the long-term storage area, so as to prevent any simple means of access
    - The room used for long-term cannabis storage will be environmentally controlled so as to prevent any significant degradation or decay of medical cannabis products during storage, based on AMCC guidelines and/or guidance from the Licensee responsible for submitting samples

22.9 – Utilizing a Secured Area to Log-In and Aliquot Samples

- Access to sample intake and accessioning areas shall be limited to management and those personnel who are trained specifically in sample intake duties
- The area used for logging of samples and aliquoting for analysis shall be secured as detailed above in section 22.8 – short term cannabis storage:
    - The room used for sample intake and aliquoting shall have no more than 2 means of access, depending on the design of the building
    - All means of access shall be secured with doors and walls resistant to unauthorized entry, and secured by RFID-badge- and/or key-only entry to the room. Where possible, the intake and accessioning/aliquoting area shall have no means of external access (no external doors or windows), so as to prevent unauthorized entry

Exhibit 22 – Chain of Custody and Sample Requirements

- Persons not authorized by the Testing Laboratory to intake and aliquot samples shall not be permitted access to the intake and accessioning room

22.10 – Ensuring Samples are Stored Appropriately

- All samples received for testing are to be accessioned and aliquoted if time permits on the day of receipt. Samples that cannot be aliquoted and analysis initiated are to be stored under refrigerated (4-10C) conditions,, to prevent sample degradation and inhibit additional microbial growth.
    - Intake and laboratory staff are to store any sample aliquots not yet extracted or analyzed under refrigerated (4-10C) conditions
    - Extraction intermediates created during processing in preparation for analysis that may contain thermally-sensitive compounds (e.g. pesticides and solvents) are to be stored at temperatures lower than -20C to prevent degradation of analytes prior to analysis, unless the analysis is to be completed on the same day
        - Retained extracts are to be stored at -20C unless freezer storage conditions may cause precipitation of the analyte
- Laboratory staff are to be trained in the conditions required for maintenance of sample stability – samples should never be stored in direct sunlight, under high humidity conditions, or at high temperatures. At a bare minimum, samples in process should always be stored in a cool dark place while sample processing occurs, and if any delay in processing is expected, samples are required to be stored under refrigerated conditions
- Pursuant to any changes in AMCC guidelines, storage conditions are subject to change, but all samples received from a Licensee should be stored at least under the conditions prescribed by the Licensee responsible for the submission
    - For example, products explicitly noted as requiring storage under refrigerated conditions must be stored between 4 and 10C, without exception, unless active processing of the sample is occurring.

Exhibit 22 – Chain of Custody and Sample Requirements

22.11 - Documenting the disposal or return of samples, aliquots, and extracts following the conclusion of testing

- Samples which have been fully tested by the laboratory shall be stored under retain conditions previously described in the application (generally under refrigerated conditions, between 4-10C, unless otherwise specified by the needs of a particular product) and pursuant to any changes in AMCC guidelines
- Samples requiring specific storage conditions must be stored under those conditions, unless:
    - A client requests stability testing or accelerated aging studies to understand the rate of degradation of their product
    - A client requests product lifespan testing under conditions that reflect harsher real-world storage conditions that may not otherwise be encompassed by standard shelf life testing
- Storage of samples and the status of any shelf life or lifespan studies are to be documented during regular audits of the Laboratory inventory system, and recorded in inventory tracking documents to track any aliquots created in support of certain aspects of shelf-life testing
    - Ex: aliquots of a sample may be prepared prior to shelf-life/lifespan testing to prevent added microbial growth that would otherwise occur during handling of the product
- Additional retest/challenge samples are to be kept under conditions identical to the sample and its retain wherever possible
- Samples are to be destroyed at the end of the AMCC-mandated retain period, in conjunction with a local biological waste company if possible
    - A biological waste disposal company is used to help prevent the theft or diversion of destroyed product that might otherwise be seized from the Laboratory's dumpster – biological waste drums are to be red, carry the biohazard symbol, and contain the words "Medical Waste – Danger" on the outside to further deter diversion by persons external to the laboratory

    - Destruction of product is to be ensured by the addition of bleach and waste products from microbiology testing so as to dilute any remaining material with liquids possessing and unpleasant odor and composition
- All changes in sample inventory are to be logged in the inventory and auditing system, including the name(s) of any laboratory members responsible for the change in weight related to a sample, a log which includes a timestamp of when the sample weight was changed, the initials and/or signature of the person responsible for the inventory change, and the reason for the change in inventory weight
    - This same information should be provided both for changes in inventory audit weight arising from destruction of product that has reached the end of its retain period, as well as for changes in weight due to destruction of product
- Materials extracted into organic solvent are to be disposed of in organic solvent waste disposal drums, while materials extracted into acidic aqueous systems (as may be used in the digestion of a sample for heavy metals analysis) are to be disposed of in acid waste drums
    - As with destruction of aliquots and product, changes in inventory related to the destruction of extracts are to be logged and recorded in the inventory management system

Exhibit 23 – Recall, Return, and Remediation Plan

Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	CEO
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	12/30/2022
Signature of Verifying Individual	**Verification Date**

- 23.1 – Provisions for notifying the licensee of a failed test or other adverse event
    - The licensee will be notified of a sample failure when the final report of testing is issued.
    - The licensee will be notified within 48 hours in the occurrence of an adverse event.
- 23.2 – Factors about a failed test or adverse event that would likely necessitate a recall, and any potential for retesting or remediation of the product in question, and any guidance that will be offered to assist a notified licensee.
    - In the event of a failed test or adverse event the laboratory will notify the AMCC of the failure and advise that all failing product lot be immediately isolated or contained to prevent escape.
    - If the licensee would like to challenge the result, the laboratory will facilitate the transfer of sealed retest samples to another laboratory for retesting.
    - The laboratory will recommend methods of remediation to the manufacturer via applicable methods, sterilization in the case of microbial contaminates, vacuum purging in the case of volatile/semi volatile contaminates, chromatographic isolation from the contaminate in the case of persistent residue contaminates, etc.
- 23.3 – Responsible individuals or positions within the State Testing Laboratory who will liaison with the licensee during the recall process.
    - The laboratory director or other designated member of laboratory management will assume the role of liaison in the event of a recall.
- 23.4 – Notification protocols to other licensees and the Commission through the Statewide Seed-to-Sale Tracking System.
    - The point of contact within the licensee's organization and the AMCC will be notified via the statewide seed-to-sale system in the event of a recall.
    - Any affected licensees will be notified per the recommendations or requirements of the AMCC when further clarification is provided on whom, beyond the licensee submitting the sample for analysis, should be notified.

- 23.5 – Processes to help ensure, in cooperation with the notified licensee, that the recalled product is returned, remediated (and approved as safe), or destroyed.
    - The laboratory will provide records of the return or destruction of the sample submitted for testing and work in conjunction with as a "secure transporter".
    - In addition to offering guidance on methods of remediation, the laboratory will also review entries into the statewide seed to sale system for details on the method used for remediation/destruction, and the applicable transport chains of custody to the remediation/destruction processor to ensure that remediation/destruction occurred as planned.
- 23.6 – Processes to report to the Commission and any other appropriate regulatory body regarding crisis response and steps taken to mitigate or avoid danger to the public.
    - The laboratory will have a system to record and report sample failures to the commission, statewide seed-to sale system, and any other regulatory body for samples that pose risk to public as determined by the AMCC. The laboratory will made available to provide steps to isolate, quarantine, store, and transport samples to prevent further risk to the public and steps on how to remediate/destroy for those involved in transport and the licensee.
- 23.7 – Steps to be taken to assist the notified licensee to avoid further contamination, to preserve and protect uncontaminated cannabis or medical cannabis, and to ensure access to said products by those who depend on it.
    - The laboratory will be made available to provide information relating to the quarantine, proper storage, and best practices for handling contaminated material.
- 23.8 – Any assistance to be provided to the notified licensee to investigate and analyze the factors that led to the need for recall, and the process by which to make any recommendations as to adjustments to the licensee's internal protocols and processes to avoid recurrence.

    - The laboratory will be made available for requests for assistance in root cause analysis into any factors that are plausible root causes for the failure.
- 23.9 – As necessary, any general or specific licensee advisories that should be offered to minimize the likelihood of duplication of the factors that led to the unsafe condition requiring recall.
    - A report of causal factors discovered in the failure analysis of a sample will be made available to the AMCC and the licensee for review, to mitigate the recurrence of unsafe conditions in the licensee's facility and per the discretion of the AMCC, any other licensee's facilities.
- 23.10 – As necessary, any public advisories that should be offered to minimize the risk of harm to patients, caregivers, and other members of the public.
    - Pursuant to any regulation or guidance provided by the AMCC information pertaining to public advisory will be made available to the AMCC and licensee. Public advisories can be made available insofar as it does not interfere with confidentiality requirements as stated in section 4.2 of ISO/IEC 17025:2017.

Exhibit 24 – Website and Social Media

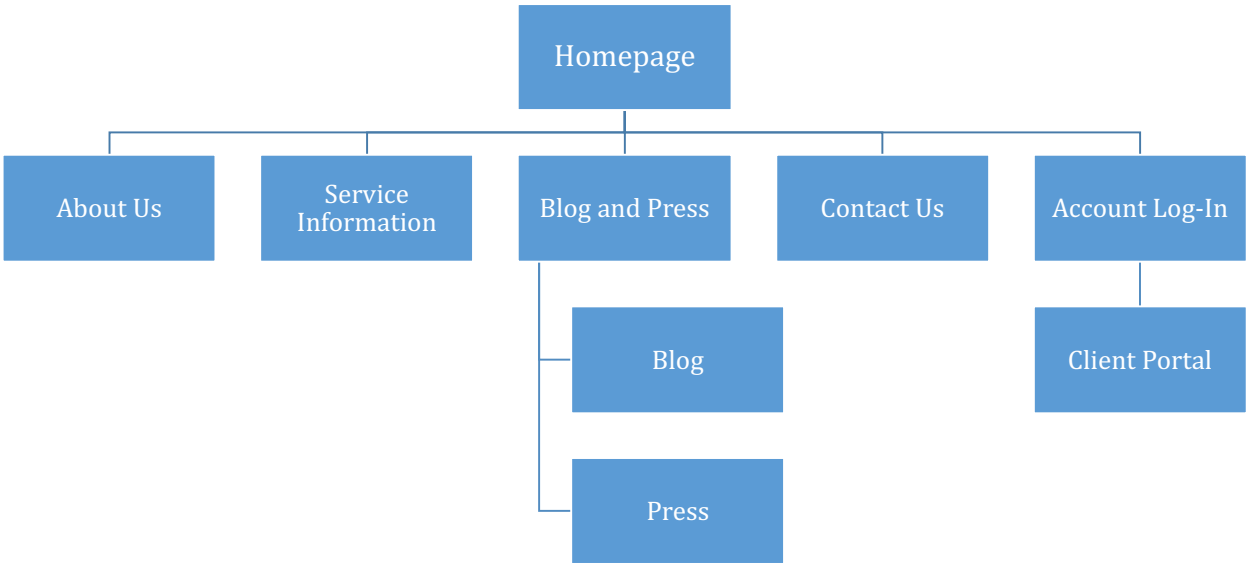
Verification

The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Ian Lev	**CEO**
Printed Name of Verifying Individual	**Title of Verifying Individual**
Ian Lev	**12/30/2022**
Signature of Verifying Individual	**Verification Date**

24.1 – A complete site map of each website owned or operated by the Applicant.

ALA Labs, LLC doing business as Apollo Labs, hereinafter referred to as "Applicant" has developed a Website and Social Media Plan to include a complete site map of Applicant's website, as well as, the web address of each webpage, social media page, or other online site owned or operated by the Applicant.



Applicant will create a vibrant and engaging online and social media presence by building out a nine (9) page website with information on Applicant's State Testing Laboratory and unique properties to include but not limited to an About Us page, Services & Pricing Information, Client Account Log-In Portal, Blog and Press Page, and a Contact Us Page.

Homepage: Upon entering Applicant's website, there will be an age verification pop up verifying that each user is not a minor before access to the website is granted. Applicant's Homepage is a user-friendly and informational website that is easily navigated, with a menu bar that will include links to all other webpages. The homepage will be consistent with Applicant's branding with eye-catching graphics, and include a brief overview of each webpage/menu item. Applicant will have an FAQ section and a newsletter sign-up form on

its Homepage as well. Applicant's website footer will contain Applicant's logo, social media links, links to each webpage referenced above, contact information, business hours, and location(s).

About Us Page: Applicant's website will contain an "About Us" page that details location information, including directions, contact information, and business hours for the location. Applicant's About Us page will also include leadership biographies and background, along with a professional photo and their position with Applicant. This page shall also communicate the story of Applicant's business experience that allows potential clients to learn more about Applicant and Applicant's values, education, and focus on providing patients and producers with the highest quality and safest medical cannabis possible.

Service Information Page: Applicant's website will include a page devoted to providing potential clients with information regarding the testing services available at Applicant's State Testing Laboratory. Services described on Applicant's website may include testing for moisture, potency, terpenes, foreign matter, mycotoxins, heavy metals, pesticides, herbicides, yeast and mold, Enterobacteriaceae, salmonella, pathogenic E. Coli, growth regulators, fungus, coliform, and residual solvents, per Appendix A to Chapter 10 of the Alabama Medical Cannabis Commission Rules and Regulations.

Blog and Press Page: Applicant's website will have a webpage for blogs that will be educationally based. Blogs will be drafted to educate on topics such as updates on Alabama's medical cannabis program, medical cannabis education, importance of testing medical cannabis, etc. Any company news or information regarding Applicant in the press will also be shared on this webpage.

Contact Us Page: Applicant will have a dedicated "Contact Us" page where people can submit questions, comments, and/or complaints. The Contact Us page will consist of an embedded form where inquiries may be submitted. This page will also contain Applicant's contact information, including Applicant's email, phone number, facility address and social media pages.

Account Log-In Page: Applicant will have an account log-in page where clients can create or log in to a client portal. New clients will be asked for license information, including entity name, license number, facility address, etc. to validate its credentials. They will then be asked to create a username and password as well, which will allow the client access to their client portal.

Applicant's website, as well as any social media pages, will be informational and event-based in nature. These online channels will allow individuals to learn more about Applicant and our values, education, and focus on providing patients with the highest quality and safest medical cannabis possible.

Applicant has contracted a web developer to design and build out Applicant's website as described above.

Applicant will utilize free social media platforms such as Facebook, Twitter, and Instagram. By consistently posting relevant content, including infographics and medical cannabis news, our brand will slowly expand and gain awareness.

24.2 – The web address of each webpage, social media page, or other online site owned or operated by the Applicant.

Website: Applicant's current web address is https://apollolabscorp.com. As described above, Applicant's website consists of five main webpages:

- About Us web address: https://apollolabscorp.com/about-us/
- Service Information web address: https://apollolabscorp.com/apollo-labs-services/
- Facility web address: https://apollolabscorp.com/facility/
- Contact Us web address: https://apollolabscorp.com/contact/
- Account Log-In web address: https://apollolabscorp.com/login/

Social Media: Social media will be rolled out in a phased approach. The first phase will focus on Facebook, Mailchimp, and a few online listing websites. The second phase will focus on Twitter and Instagram.

The primary purpose of Applicant's social media accounts will be to educate people on medical cannabis testing and spread brand awareness. Applicant's social media will not contain any false or misleading claims, will not make any health or therapeutic claims or provide medical advice, and will not contain any imagery that appeals to children. Based on social media best practices and guidelines, Applicant will provide the following disclaimer "Medical decisions should not be made based on advertising. Consult a physician on the benefits and risks of particular medical cannabis products" when posting to social media. Per 538-x-4-.17(5)(c), Applicant will not advertise medical cannabis or any related product on social media or any internet-based platform.

In compliance with 538-x-4-.17(7), Applicant web presence shall not:

- Allow for direct engagement between or among consumers or consumer-generated content including but not limited to consumer reviews or testimonials; notwithstanding the foregoing:
    - Applicant is not prohibited from seeking or obtaining direct patient feedback or sharing actual unsolicited statements made by consumers to Applicant, so long as the content of the statement does not otherwise violate any prohibitions contained The Darren Wesley "Ato" Hall Compassion Act ("Act") and applicable Rules.
- Provide a medium for website users to transmit website content to minors;
- Target a consumer group with a high likelihood of reaching or appealing to minors;
- Display or otherwise post content that has not been submitted to the Commission, if such content has been created or produced within Alabama or is specifically targeted to or available only to Alabama residents;
- Transact business or otherwise facilitate a sales transaction to consumers or businesses; or
- Maintain a web presence that would otherwise violate the Act or applicable Rules.

Furthermore, Applicant will be compliant with all platform rules, state laws, and federal laws and regulations. Applicant will establish a social media policy for employees, community management guidelines and escalation protocols, and will comply with cannabis category regulations, truth-in-advertising standards and consumer protection laws, and social platform policies.

Applicant will only share content that has been created by Applicant or that Applicant has the legal right to share.

Social Media Web Address

Instagram: Below is an image of Applicant's current Instagram page. Applicant's Instagram web address is https://www.instagram.com/apollolabsinfo/

Facebook: Below is an image of Applicant's current Facebook page. Applicant's Facebook web address is http://www.facebook.com/apollolabscorp

If a license is awarded, Applicant shall establish accounts for the following digital marketing platforms.

Google Business : Google refers to its local business listing platform as Google My Business. The resulting Google My Business listings include a business name, address, phone number, and website. This business listing information is available through various Google properties, including Google Maps. Google My Business offers everything a potential customer needs to find and use services, buy products, or visit the business. Once Applicant has registered or claimed a local business listing via the Google My Business dashboard, Applicant can respond to customer reviews and add images to help the business stand out. Google's local listings are intrinsically tied to local SEO. When users search for localized keywords/terms using Google, they will be presented with relevant local business listings tailored to the search term used.

12/27/22

To Whom it May Concern,

Ala Labs LLC is applying for a Laboratory Testing License under minority ownership status based on it's 51% owner, Dr. Clayton Yates, being a member of a minority group.

Final contracts will be produced upon being awarded a license and such documents will be submitted to the department at such a time.

Sincerely,

Dr. Clayton Yates

Declarations:
Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	$1,000,000
	General Aggregate Limit	$2,000,000
	Liability and Medical Expenses Limit	$1,000,000
	Medical Expenses Limit	$10,000
	Personal and Advertising Injury Limit	$1,000,000
	Products-Completed Operations Aggregate Limit	$2,000,000
	Property Damage Liability Deductible	No Deductible
ADDITIONAL BUSINESS LIABILITY COVERAGES		
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included[1]
SL 30 03 10 18	WAIVER OF SUBROGATION	See schedule below

[1]Included in Business Liability Limit(s)

BUSINESS LIABILITY SCHEDULES			
Form Number	**Form Name**	**Description**	**Additional Details**
SL 30 03 10 18	WAIVER OF SUBROGATION	KPN Industrial, LLC; Providence Real Estate Group, Inc	Location: 11225 W. Bernardo Court, Suite 100, San Diego, CA 92127

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	**Form Name**
SL 20 54 10 18	EXCLUSION - FUNGI, BACTERIA AND VIRUSES
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 30 21 10 18	POLLUTION EXCLUSION - LIMITED EXCEPTION

BUSINESS LIABILITY COVERAGE PREMIUM:	**$681***

* Price is subject to fees and surcharges. For more details, refer to Page 9

COMMON POLICY DECLARATIONS

COMPANY:
JAMES RIVER INSURANCE COMPANY
6641 WEST BROAD STREET, SUITE 300
RICHMOND, VA 23230

POLICY NUMBER
00118398-1

1. NAMED INSURED AND MAILING ADDRESS:

Apollo Labs LLC
17301 N Perimeter Dr
Scottsdale, AZ 85255

PRODUCER: 20666

Hull & Company, LLC. (Denver)
8000 East Maplewood Avenue, Suite 350
Greenwood Village, CO 80111

2. POLICY PERIOD: From 06/14/2022 to 06/14/2023 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON STATEMENTS IN THE APPLICATION(S) AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
General Liability Coverage Parts	$20,000.00
Professional Liability Coverage Parts	Included
Company Fee	$350.00

PREMIUM SHOWN IS PAYABLE AT INCEPTION **TOTAL POLICY PREMIUM: $20,350.00**

4. FORMS APPLICABLE TO ALL COVERAGES: See Schedule A – Schedule of Forms

5. FORM OF BUSINESS: Limited Liability Co

Premium:	$20,000.00
Policy Fee	$500.00
Provider Fee	$350.00
AZ SL Tax(3%)	$625.50
Stamping Fee(0.2%)	$41.70
Total:	**$21,517.20**

THIS POLICY IS A CLAIMS-MADE POLICY WHICH PROVIDES LIABILITY COVERAGE ONLY IF A CLAIM IS MADE DURING THE POLICY PERIOD OR AN APPLICABLE EXTENDED REPORTING PERIOD.

Pursuant to Arizona Revised Statutes Section 20-401.01, Sub-Section B, Paragraph 1, this policy is issued by an insurer that does not possess a certificate of authority from the Director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insureds or claimants will not be eligible for insurance guaranty fund protection pursuant to Arizona Revised Statutes Title 20.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VIP INSURANCE SERVICES LLC 59307256 9221 EAST VIA DE VENTURA SCOTTSDALE AZ 85258	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** (888) 443-6112 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		**NAIC#**
INSURED Apollo Labs, LLC 17301 N PERIMETER DR SCOTTSDALE AZ 85255-5468	**INSURER A :** Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			59 SBA AJ7G25	12/11/2022	12/11/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			59 SBA AJ7G25	12/11/2022	12/11/2023	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STATE OF Arizona)

)

Maricopa **COUNTY**)

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (*please type or print legibly*):

1. NAME OF ENTITY APPLYING FOR LICENSE: ALA Labs, LLC
2. NAME OF AFFIANT: Ian Lev
3. AFFIANT'S POSITION WITH APPLICANT: CEO
4. AFFIANT IS THE APPLICANT'S (*Check One*): ☒ Responsible Party ☒ Contact Person
   (***The affidavit of BOTH individuals is required***)
5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

○ Cultivator	○ Processor	○ Secure Transporter
○ Dispensary	○ Integrated Facility	☒ State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:
   a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.
      IL INITIAL HERE
   b. In my position stated in paragraph 3 above, I have been duly authorized by the Applicant identified in paragraph 1 above (hereinafter, "Applicant") to provide this Affidavit.
      (***Attach a copy of the entity applicant's written authorization to this Affidavit.***)
      IL INITIAL HERE
   c. I understand and acknowledge that this Affidavit and the statements, information and documents or other exhibits accompanying it, are for the purpose of seeking one (1) license of the type specified in paragraph 5 above, on behalf of the Applicant. Neither I nor the Applicant are seeking a different Alabama Medical Cannabis license on behalf of any individual or any other entity.
      IL INITIAL HERE
   d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.
_____ INITIAL HERE

e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.
_____ INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.
_____ INITIAL HERE

g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.
_____ INITIAL HERE

h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.
_____ INITIAL HERE

i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.
_____ INITIAL HERE

j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.
_____ INITIAL HERE

_____
Signature of Affiant
Acting for and on behalf of:
Ian Lee (Self)
Applicant

Sworn to and subscribed before me on this 28th day of December, 2022.

_____
Notary Public

My Commission Expires: 04 25 2025

[SEAL]

LISA K LUNDE
Notary Public - Arizona
Maricopa County
Commission # 602473
My Comm. Expires Apr 25, 2025