

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc



Review

Selected Account:Artemis Agricultural Industries Incorporated

Your application has been filed with the Alabama Medical Cannabis Commission.
Your reference code is **1686**.

File Date : **03/03/2023 4:00 PM**

Your transaction ID is : **89102310**

Transaction Token: **5fec7003-c094-4c56-bf63-4ab04931d6e5**

i 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: 0482

General Applicant Information

✓ Applicant Name: Artemis Agricultural Industries Incorporated

✓ Applying as: Business Entity

Trade Name (DBAs) :

✓ Identification Number Type : FEIN

✓ Federal Tax Identification Number : [REDACTED]

✓ Business Entity Name : Artemis Agricultural Industries Incorporated

✓ Business Entity Type : Corporation

✓ Secretary of State Entity ID Number : 001043145

✓ Federal Business Code No : 1114

✓ Date of Qualification, Organization or Incorporation: 10/05/2022

Applicant Street Address

✓ Street: 603 Rains Air Depot Rd

Unit No / Apt No:

✓ City: GADSDEN

✓ County: 28-Etowah

✓ State: Alabama

✓ Zip Code: 35903

✓ Address Verified?: Yes

Applicant Mailing Address

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: HUNTSVILLE

✓ State: Alabama

✓ Zip Code: 35803

✓ Address Verified?: Yes

✔ Applicant Website: www.artemisagi.com

✔ Applicant Email Address : manager@artemisagi.com

✔ Applicant Phone Number : 2566803769

✔ 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?

Primary Contact Person

✔ First Name: Gwendolyn

✔ Last Name: Gunn

✔ Title: Founder, Treasurer, Farm manager

✔ Phone Number: 2566803769

✔ Email: manager@artemisagi.com

✔ Street:

Unit No / Apt No:

✔ City: HUNTSVILLE

✔ State: Alabama

✔ Zip Code: 35803

✔ Address Verified?: Yes

License Information

✔ License Type: Integrated Facility

Facility Information

Facility Information

✔ Facility Type: Cultivation Facility

Physical Address

✔ Street: 603 Rains Air Depot Rd

Unit No / Apt No:

✔ City: GADSDEN

✔ County: 28-Etowah

✔ State: Alabama

✔ Zip Code: 35903

✔ Address Verified? : Yes

Facility Information Questions

✔ Applicant's interest in property where proposed facility is located : Owns

- ✓ 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 : 210
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 575
- ✓ 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

- ✓ Facility Type: Dispensing Site (Retail Facility)
- ✓ Dispensing Site : Strip Mall Premises

Physical Address

- ✓ Street: 208 WALL ST
- Unit No / Apt No:
- ✓ City: GADSDEN
- ✓ County: 28-Etowah
- ✓ State: Alabama
- ✓ Zip Code: 35904
- ✓ Address Verified? : Yes

Facility Information Questions

- ✓ Applicant's interest in property where proposed facility is located : Owns
- ✓ 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 : 180
- ✓ 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

- ✓ Facility Type: Processing Facility

Physical Address

- ✓ Street: 603 Rains Air Depot Rd
- Unit No / Apt No:
- ✓ City: GADSDEN
- ✓ County: 28-Etowah
- ✓ State: Alabama
- ✓ Zip Code: 35903
- ✓ Address Verified? : Yes

Facility Information Questions

- ✓ Applicant's interest in property : Owns where proposed facility is located
- ✓ 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 : 210
- ✓ 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: Individual
- ✓ Does the individual have an ownership interest in the applicant? : Yes

Individual

- ✓ Legal First Name : Gwendolyn
- ✓ Legal Middle Name : Lea
- ✓ Legal Last Name : Gunn
- Suffix:
- ✓ Phone Number: 2566803769
- ✓ Email Address: gwen.g@artemisagi.com
- ✓ Date of Birth: [REDACTED]/1949
- ✓ Social Security Number : [REDACTED]
- ✓ Race/Ethnicity: Native American
- ✓ Ownership Percentage of the Applicant : 51
- ✓ Role: Shareholder , Partner , Officer , Director

Residence Address

- ✓ Street: [REDACTED] Unit No / Apt No: City: HUNTSVILLE
- ✓ State: Alabama Zip Code: 35803
- ✓ Address Verified? : Yes

-
- ✓ Select type of record: Individual
 - ✓ Does the individual have an ownership interest in the applicant? : Yes

Individual

✓ Legal First Name : Ira

✓ Legal Middle Name : Irton

✓ Legal Last Name : Gunn

Suffix:

✓ Phone Number: 2566803769

✓ Email Address: ira.g@artemisagi.com

✓ Date of Birth: [REDACTED]/1946

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Caucasian

✓ Ownership Percentage of the Applicant : 1

✓ Role: Shareholder , Officer , Director , Partner

Residence Address

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: HUNTSVILLE

✓ State: Alabama

✓ Zip Code: 35803

✓ Address Verified? : Yes

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

Individual

✓ Legal First Name : Matthew

Legal Middle Name :

✓ Legal Last Name : Rettig

Suffix:

✓ Phone Number: 2566803769

✓ Email Address: matthew.r@artemisagi.com

✓ Date of Birth: [REDACTED] 1988

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Caucasian

✓ Ownership Percentage of the Applicant : 9.6

✓ Role: Shareholder , Officer , Director , Partner

Residence Address

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: GILBERT

✓ State: Arizona

✓ Zip Code: 85234

✓ Address Verified? : Yes

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

Individual

✓ Legal First Name : Paul

Legal Middle Name :

✓ Legal Last Name : Short

Suffix:

✓ Phone Number: 2566803769

✓ Email Address: paul.s@artemisagi.com

✓ Date of Birth: [REDACTED] 1976

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Caucasian

✓ Ownership Percentage of the Applicant : 9.6

✓ Role: Shareholder , Officer , Director , Partner

Residence Address

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: VERO BEACH

✓ State: Florida

✓ Zip Code: 32962

✓ Address Verified? : Yes

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

Individual

✓ Legal First Name : Aubrey

Legal Middle Name :

✓ Legal Last Name : Bradley

Suffix:

✓ Phone Number: 2566803769

✓ Email Address: aubrey.b@artemisagi.com

✓ Date of Birth: [REDACTED] 1978

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Caucasian

✓ Ownership Percentage of the Applicant : 9.6

✓ Role: Shareholder , Officer , Partner , Director

Residence Address

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: GADSDEN

✓ State: Alabama

✓ Zip Code: 35901

✓ Address Verified? : Yes

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

Individual

✓ Legal First Name : Martin

Legal Middle Name :

✓ Legal Last Name : Schreeder

Suffix:

✓ Phone Number: 2566803769

✓ Email Address: martin.s@artemisagi.com

✓ Date of Birth: [REDACTED]/1983

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Caucasian

✓ Ownership Percentage of the Applicant : 9.6

✓ Role: Shareholder , Officer , Director , Partner

Residence Address

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: HUNTSVILLE

✓ State: Alabama

✓ Zip Code: 35801

✓ Address Verified? : Yes

✓ Select type of record: Individual

✓ Does the individual have an ownership interest in the applicant? : Yes

Individual

✓ Legal First Name : Peter

✓ Legal Middle Name : Nicholas

✓ Legal Last Name : DeLeonardis

Suffix:

✓ Phone Number: 2566803769

✓ Email Address: peter.d@artemisagi.com

✓ Date of Birth: [REDACTED] 1990

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Caucasian

✓ Ownership Percentage of the Applicant : 9.6

✓ Role: Beneficiary , Shareholder , Officer , Director

Residence Address

✓ Street: [REDACTED]

Unit No / Apt No:

✓ City: BELLAIRE

✓ State: Texas

✓ Zip Code: 77401

✓ 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.

✓ Select Individual: Individual or Entity:

Individual

✓ Legal First Name : Matthew

✓ Legal Last Name : Rettig

Suffix:

✓ Cannabis Entity Name : Kush Kups LLC

✓ Entity Type: Limited Liability Company

✓ Connection to Cannabis Entity : Individual

✓ Role in Cannabis Entity : Equity interest owner

✓ Percentage of ownership in cannabis entity : 57

Cannabis Entity's Physical Address

✓ Street: 3505 CADILLAC AVE

Unit No / Apt No:

✓ City: COSTA MESA

✓ State: California

✓ Zip Code: 92626

✓ Address Verified? : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ First Name: Rick

✓ Last Name: Chavez

✓ Title: COO

✓ Phone Number: 7143157610

✓ Email Address: rick@kushkups.com

✓ Street Address: 3505 CADILLAC AVE

Unit No / Apt No:

✓ City: COSTA MESA

✓ State: California

✓ Zip Code: 92626

✓ Address Verified? : Yes

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? : YES

✓ Select One: Applicant

✓ Name: Martin Schreeder

✓ Commercial license or certificate applied for : Medical License

✓ Licensing Board or Commission : Alabama Board of Medical Examiners

✓ Application Date: 06/04/2018

✓ Issued Date: 12/14/2022

✓ Expiration Date: 12/31/2023

✓ **Select One:** Applicant

✓ **Name:** Martin Schreeder

✓ **Commercial license or certificate applied for** : Alabama Hemp License

✓ **Licensing Board or Commission** : Alabama Department of Agricultural and Industries

✓ **Application Date:** 10/15/2021

✓ **Issued Date:** 10/31/2021

✓ **Expiration Date:** 02/02/2023

✓ **Select One:** Applicant

✓ **Name:** Martin Schreeder

✓ **Commercial license or certificate applied for** : Alabama Hemp License

✓ **Licensing Board or Commission** : Alabama Department of Agricultural and Industries

✓ **Application Date:** 10/15/2020

✓ **Issued Date:** 11/30/2020

✓ **Expiration Date:** 11/30/2021

✓ **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?** : YES

✓ **Select One:** Applicant

✓ **Name:** Paul Short

✓ **License Type:** Arizona Medical Marijuana Program ID

✓ **Licensing Board or Commission** : Arizona Department of Health Services

✓ **License Issued Date** : 11/15/2015

✓ **License Expiration Date** : 04/15/2019

✓ **Select One:** Applicant

✓ **Name:** Matthew Rettig

✓ **License Type:** Arizona Medical Marijuana Program ID

✓ **Licensing Board or Commission** : Arizona Department of Health Services

✓ **License Issued Date** : 02/27/2014

✓ **License Expiration Date** : 02/28/2015

✓ **Select One:** Applicant

✓ **Name:** Matthew Rettig

✓ **License Type:** Arizona Medical Marijuana Program ID

✓ **Licensing Board or Commission** : Arizona Department of Health Services

✓ **License Issued Date** : 04/20/2015

✓ **License Expiration Date** : 04/20/2016

✓ **Select One:** Applicant

✓ **Name:** Matthew Rettig

✓ **License Type:** Arizona Medical Marijuana Program ID

✓ **Licensing Board or Commission** : Arizona Department of Health Services

✓ **License Issued Date** : 06/16/2015

✓ **License Expiration Date** : 06/16/2016

✓ **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: : NO
(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?

✓ Is the spouse, parent or child of a public official of any unit of government: : NO
(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?

✓ 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

✓ Has any leader, secure transport driver, or secure transport passenger of the applicant received a criminal conviction within the last eight years for any of the following: : NO
(1) any indictable offense;
(2) any offense involving stolen property or vehicles;
(3) fraud relating to any business any driver has owned, in whole or part, or in which the driver has been employed;
(4) stolen property, or other offense of similar nature;
(5) operation of a motor vehicle while under the influence of a controlled substance, or offense of similar nature; or (6) any offense involving possession, distribution or trafficking in, any illegal substance?

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 : 2024 ✓ Year One: 12 ✓ Year Two: 25

✓ Year Three: 80 ✓ Year Four: 100 ✓ Year Five: 130

✓ 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)?

✓ Does the applicant verify that each of its proposed dispensing sites is at least 1000 feet from any school, daycare, or childcare facility?: 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), which shall specifically extend to all secure transport vehicles of the applicant? : 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

✓ Signature: Gwendolyn Gunn

✓ Signature Date: 12/29/2022

Documents

✓ Resume or Curriculum Vitae of Individuals with Ownership Interest:	Exhibit 1 FINAL.pdf (/api/documents/VJ1bY7SVb/download)
✓ Residency of Owners:	Exhibit 2 - Residency of Owners Corrected.pdf (/api/documents/zD6LkvdBX/dow...
✓ Commercial Horticulture or Agronomic Production Experience of Owners:	Exhibit 3 FINAL.pdf (/api/documents/ktDFuDq_H/download)
✓ Criminal Background Check:	Exhibit 4 FINAL.pdf (/api/documents/AnBUF_Yy2/download)
✓ Minimum Performance Bond Requirement:	Exhibit 5 - Minimum Performance Bond Requirements Corrected.pdf (/api/docum...
✓ Minimum Liquid Assets Requirement:	Exhibit 6 - Minimum Liquid Assets Requirement Corrected.pdf (/api/documents/R...
✓ Demonstration of Sufficient Capital:	Exhibit 7 - Demonstration of Sufficient Capital Amended.pdf (/api/documents/eyn...
✓ Minimum Operating Capital Requirement:	Exhibit 8 - Minimum Operating Capital Requirement Corrected.pdf (/api/document...
✓ Financial Statements:	Exhibit 9 - Financial Statements Amended.pdf (/api/documents/UCnY8ch5R/dow...
✓ Tax Plan:	Exhibit 10 FINAL.pdf (/api/documents/vSmfqBpLi/download)
✓ Business Formation Documents:	Exhibit 11 - Business Formation Documents Corrected.pdf (/api/documents/Uyi-e...
✓ Business License and Authorization of Local Jurisdictions:	Exhibit 12 FINAL.pdf (/api/documents/doZ5e4nru/download)
✓ Business Plan:	Exhibit 13- Business Plans Corrected.pdf (/api/documents/59vGHcGrq/download)
✓ Evidence of Business Relationship with other Licensees and Prospective Licensees:	Exhibit 14 Evidence of Business Relationship with other Licensees and Prospectiv...
✓ Coordination of Information from Registered Certifying Physicians:	Exhibit 15 Coordination of Information from Registered Certifying Physicians Ame...
✓ Point-of-Sale Responsibilities:	Exhibit 16- Point-of-Sale Responsibi ities.pdf (/api/documents/5iN6B4fuP/downlo...
✓ Confidentiality of Patient Information:	Exhibit 17 Confidentiality of Patient Information Corrected.pdf (/api/documents/ j...
✓ Money Handling and Taxes:	Exhibit 18 - Money Hand ing and Taxes Amended.pdf (/api/documents/shiF5F_xh...
✓ Standard Operating Plan and Procedures:	Exhibit 19- Standard Operating Plan and Procedures Corrected.pdf (/api/documen...
✓ Policies and Procedures Manual:	Exhibit 20 FINAL.pdf (/api/documents/Rf5-dntgd/download)

✓ Production and Manufacturing Process:	Exhibit 21-Production and Manufacturing Process Corrected.pdf (/api/documents...
✓ Machinery and Equipment:	Exhibit 22 FINAL.pdf (/api/documents/8jeGtTDkk/download)
✓ Receiving and Shipping Plan:	Exhibit 23 - Receiving and Shipping Plan Corrected.pdf (/api/documents/emJnQ...
✓ Secure Transport Vehicles:	Exhibit 24 FINAL.pdf (/api/documents/nA47VcPlp/download)
✓ Compliance with Alabama Public Service Commission Requirements:	Exhibit 25 FINAL.pdf (/api/documents/vq2lSiX44/download)
✓ Commercial Drivers' License:	Exhibit 26 FINAL.pdf (/api/documents/9eeTGKG3o/download)
✓ Fleet Summary:	Exhibit 27 FINAL.pdf (/api/documents/FgMXCowcy/download)
✓ Care and Maintenance of Vehicles:	Exhibit 28 FINAL.pdf (/api/documents/l3gdByOYH/download)
✓ Route Plans:	Exhibit 29 - Route Plan Amended.pdf (/api/documents/no9ioVe1j/download)
✓ Plan for Segregation of Processes Within and Transportation Between Facilities:	Exhibit 30 - Plan for Segregation of Processes Corrected.pdf (/api/documents/KL...
✓ Facilities:	Exhibit 31 - Facilities.pdf (/api/documents/FSsji-4m8/download)
✓ Engineering Plans and Specifications:	Exhibit 32 FINAL.pdf (/api/documents/BSBS_6m6Y/download)
✓ Security Plan:	Exhibit 33 _ Security Plan Amended.pdf (/api/documents/Yv-nhAvQQ/download)
✓ Personnel:	Exhibit 34 FINAL.pdf (/api/documents/YM2xlKV4B/download)
✓ Business Leadership Credentials:	Exhibit 35 Business Leadership Credentials Corrected.pdf (/api/documents/NNz...
✓ Employee Handbook:	Exhibit 36 - Employee Handbook.pdf (/api/documents/K-ppjaDEg/download)
✓ Secure Transport Drivers:	Exhibit 37 FINAL.pdf (/api/documents/DYSAIUmrh/download)
✓ Drivers' Manual:	Exhibit 38 - Driver_s Manual.docx.pdf (/api/documents/jPp5r1WnK/download)
✓ Quality Control and Quality Assurance Plan:	Exhibit 39 - Quality Control Corrected.pdf (/api/documents/Ywngl5P8u/download)
✓ Contamination and Recall Plan:	Exhibit 40- Contamination and Recall Plan Corrected.pdf (/api/documents/MZ_zy...
✓ Marketing and Advertising Plan:	Exhibit 41 Marketing and Advertising Plan Corrected.pdf (/api/documents/Gb30s...
✓ Website and Social Media:	Exhibit 42 - Website and Social Media Corrected.pdf (/api/documents/xWd7AqiVL...
✓ Ownership Entity Individuals (if applicable):	FORM-I-Ownership-Entity-Individuals.pdf (/api/documents/gHPesCRX/download)
✓ Minority Ownership Documents:	Family Tree.pdf (/api/documents/wetr0TAZA/download)

✔ **Proof of Minimum Liability and Casualty Insurance:**

Insurance Bundle.pdf (/api/documents/PaJjroaBV/download)

✔ **Affidavit - Entity Applicant:**

Form K FINAL Affidavit-Entity Applicant.pdf (/api/documents/xeZhgRJBw/downlo...)

Payments

✔ **Payment Options:** Credit Card

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

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

Verification

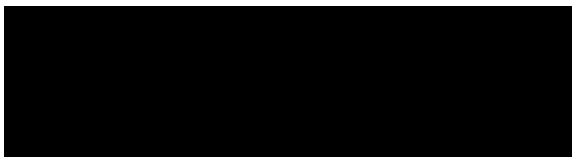
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual



Signature of Verifying Individual

12-29-2022

Verification Date

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultural Industries Inc.

Integrated Facility

Business License Applicant Name

License Type

Gwendolyn Gunn

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.

[REDACTED]

Residential Street Address

Huntsville

AL

35803

City

State

Zip

11/2017

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

Huntsville

AL

35803

City

State

Zip

11/1946

11/2017

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)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultural Industries Inc.

Integrated Facility

Business License Applicant Name

License Type

Ira Gunn

1%

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.

Residential Street Address

Huntsville

AL

35803

City

State

Zip

11/2017

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

Huntsville

AL

35803

City

State

Zip

11/1946

11/2017

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)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultral Industries Incorporated

Integrated Facility

Business License Applicant Name

License Type

Peter DeLeonardis

9.6%

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.

[REDACTED]

Residential Street Address

Bellaire

TX

77401

City

State

Zip

06/1990

Present

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).

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)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agriculture Industries

Integrated Facility

Business License Applicant Name

License Type

Matthew Rettig

9.6%

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.

[REDACTED]

Residential Street Address

Gilbert

AZ

85234

City

State

Zip

10-7-2017

Current

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

Chandler

AZ

85225

City

State

Zip

6-1-2012

10-7-2017

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

Gilbert

AZ

85295

City

State

Zip

10-7-2017

8-1-2004

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)

Universal-AVIS LLC

Employer

1784 East Park Ave

Business Address

Gilbert

City

2009

Date Employed From (MM/YYYY)

Contact Person

AZ

State

Current

Date Employed To (MM/YYYY)

Telephone

85234

Zip

Lifetime Electrical Contractors

Employer

244 E Joseph Way

Business Address

Gilbert

City

2005

Date Employed From (MM/YYYY)

Contact Person

AZ

State

2009

Date Employed To (MM/YYYY)

Telephone

85295

Zip

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: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultral Industries Incorporated

Integrated Facility

Business License Applicant Name

License Type

Martin F Schreeder

9.6%

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.

Residential Street Address

Huntsville

AL

35801

City

State

Zip

12/2018

Present

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

Huntsville

AL

35801

City

State

Zip

07/2015

12/2018

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

Shreveport

LA

71105

City

State

Zip

06/2011

07/2015

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

Birmingham

AL

35222

City

State

Zip

02/2007

06/2011

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

LSUHSC-S



Employer

Contact Person

Telephone

701 Kings Hwy - Dept of Emergency Medicine

Business Address

Shreveport

LA

71103

City

State

Zip

07/2011

08/2019* (Initially full time and then part time)

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

UA School of Medicine

Employer

Contact Person

Telephone

Prior to 2011 and since 2007, I was a full time student

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: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultural Industries I

Integrated License

Business License Applicant Name

Paul Short

License Type

9.6

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.

[REDACTED]

Residential Street Address

Vero Beach

FL

32962

City

02/2008

State

current

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[REDACTED]

Residential Street Address

vero Beach

FL

32962

City

12/2006

State

02/2008

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)

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



Institution	City	State
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

Institution	City	State
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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.

Green Pastures Arizona		
Employer 4675 Olympic Drive	Contact Person	Telephone
Business Address Kingman	AZ	86401
City 11/2015	State 04/2019	Zip
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

Arizona Facilities Supply, I

[Redacted]

[Redacted]

Employer
45990 N Vicksburg

Contact Person

Telephone

Business Address
Salome

AZ

85348

City
11/2013

State
06/2014

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Microbrewed Fertilizer

[Redacted]

[Redacted]

Employer
976 18th Ave SW

Contact Person

Telephone

Business Address
Vero Beach

FL

32962

City
07/2009

State
09/2015

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Cultivating Eden

[Redacted]

[Redacted]

Employer
976 18th Ave SW

Contact Person

Telephone

Business Address
Vero Beach

FL

32962

City
09/2004

State
09/2015

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: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultural Industries Inc.

Business License Applicant Name

Aubrey Bradley

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

9.6%

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.

Residential Street Address

Gadsden

City

09/2021

Date Resided From (MM/YYYY)

AL

State

35901

Zip

Current

Date Resided To (MM/YYYY)

Residential Street Address

Huntsville

City

09/2020

Date Resided From (MM/YYYY)

AL

State

35801

Zip

09/2021

Date Resided To (MM/YYYY)

Residential Street Address

Phoenix

City

06/2017

Date Resided From (MM/YYYY)

AZ

State

85086

Zip

08/2020

Date Resided To (MM/YYYY)

Residential Street Address

Phoenix

City

03/2017

Date Resided From (MM/YYYY)

AZ

State

85086

Zip

06/2017

Date Resided To (MM/YYYY)



Residential Street Address

La Habra

CA

90631

City

State

Zip

09/2006

03/2017

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)

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)

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.

<u>Auburn University</u> Institution	<u>Auburn</u> City	<u>AL</u> State
<u>09/1996</u> Date Attended From (MM/YYYY)	<u>05/1999</u> 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.

<u>Barron Lighting Group</u> Employer	 Contact Person	 Telephone
<u>7885 N. Glenn Harbor Blvd</u> Business Address		
<u>Glendale</u> City	<u>AZ</u> State	<u>85307</u> Zip
<u>12/2016</u> Date Employed From (MM/YYYY)	<u>12/2019</u> Date Employed To (MM/YYYY)	

Growlite, Inc.

Employer

[REDACTED]

Contact Person

[REDACTED]

Telephone

Business Address

Phoenix

City

01/2009

Date Employed From (MM/YYYY)

AZ

State

12/2016

Date Employed To (MM/YYYY)

85086

Zip

TRC

Employer

[REDACTED]

Contact Person

[REDACTED]

Telephone

Business Address

Brea

City

01/2005

Date Employed From (MM/YYYY)

CA

State

01/2009

Date Employed To (MM/YYYY)

90631

Zip

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)

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 2 – Residency of Owners

Verification

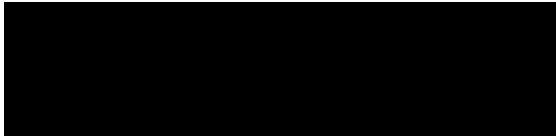
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual



Signature of Verifying Individual

12-29-2022

Verification Date

License Type: Integrated License

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultural Industries Inc.
Business License Applicant Name
Gwendolyn Gunn
Individual with Ownership Interest in Applicant

Integrated Facility
License Type
51%
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.



Residential Street Address

Huntsville

City

11/2017

Date Resided From (MM/YYYY)

AL

State

35803

Zip

Present

Date Resided To (MM/YYYY)



Residential Street Address

Huntsville

City

11/1946

Date Resided From (MM/YYYY)

AL

State

35803

Zip

11/2017

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.

<u>Snead</u>	<u>Boaz</u>	<u>AL</u>
Institution	City	State
<u>09/1985</u>	<u>05/1987</u>	<u>Business Administration</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
<u> </u>	<u> </u>	<u> </u>
Institution	City	State
<u> </u>	<u> </u>	<u> </u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
<u> </u>	<u> </u>	<u> </u>
Institution	City	State
<u> </u>	<u> </u>	<u> </u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
<u> </u>	<u> </u>	<u> </u>
Institution	City	State
<u> </u>	<u> </u>	<u> </u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
<u> </u>	<u> </u>	<u> </u>

Employment History

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

<u>Medical Specialists of North Alabama</u>	<u>Human Resources</u>	<u> </u>
Employer	Contact Person	Telephone
<u>2525 US Highway 431</u>	<u> </u>	<u> </u>
Business Address	<u> </u>	<u> </u>
<u>Boaz</u>	<u>AL</u>	<u>35957</u>
City	State	Zip
<u>10/1989</u>	<u>12/2019</u>	<u> </u>
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	<u> </u>

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Artemis Agricultural Industries Inc.

Business License Applicant Name

Ira Gunn

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

1%

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.

Residential Street Address

Huntsville

City

11/2017

Date Resided From (MM/YYYY)

AL

State

35803

Zip

Present

Date Resided To (MM/YYYY)

Residential Street Address

Huntsville

City

11/1946

Date Resided From (MM/YYYY)

AL

State

35803

Zip

11/2017

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.

<u>Auburn University</u>	<u>Auburn</u>	<u>AL</u>
Institution	City	State
<u>09/1965</u>	<u>05/1969</u>	<u>Agricultural Science</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u></u>	<u></u>	<u></u>
Institution	City	State
<u></u>	<u></u>	<u></u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u></u>	<u></u>	<u></u>
Institution	City	State
<u></u>	<u></u>	<u></u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u></u>	<u></u>	<u></u>
Institution	City	State
<u></u>	<u></u>	<u></u>
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.

<u>Gunn Farms</u>	<u>Gwen Gunn</u>	<u>[REDACTED]</u>
Employer	Contact Person	Telephone
<u>[REDACTED]</u>		
Business Address		
<u>Huntsville</u>	<u>AL</u>	<u>35803</u>
City	State	Zip
<u>06/1969</u>	<u>Current</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

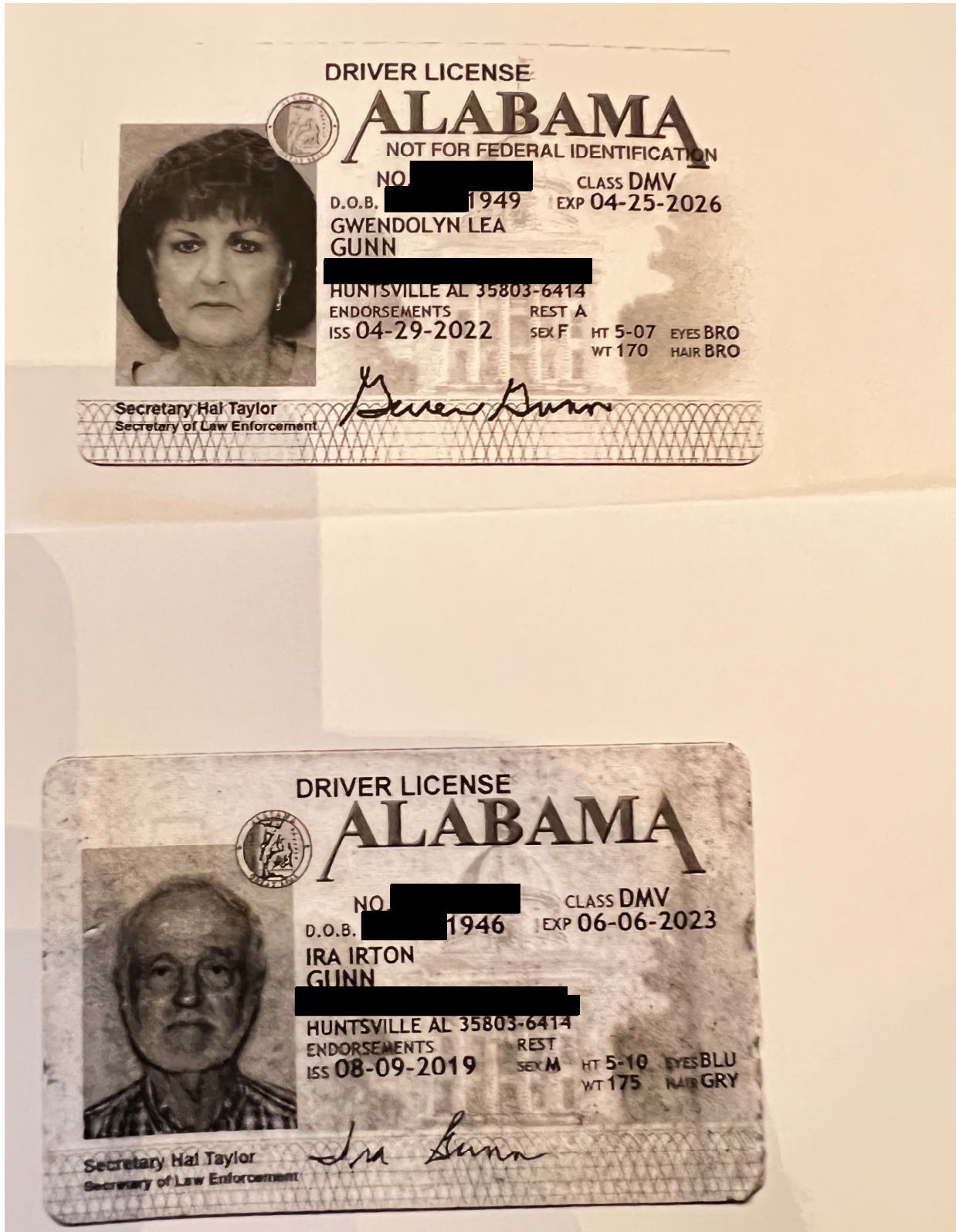


Exhibit 2 - Residency of Owners

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 3 – Commercial Horticulture or Agronomic Production Experience

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

12-29-2022

Verification Date

Agricultural and Horticultural Experience

Ira and Gwen Gunn have over 120 years of experience farming between the two of them. Ira primarily, as the Auburn Agricultural Science graduate, has the long term career in row cropping. His biographical information has been provided and his farming acumen is not to be doubted. He currently row-crops over 2000 acres yearly. He has been named as an outstanding farmer in the state and continues to be a leader in his field. Much less notably, Martin Schreeder has a few years under his belt as a hemp licensee and has been working on development of hemp cultivation.

In addition to our local owners who have been farming, our team has a list of owners who have been in the cannabis cultivation space for a combined 42 years. Paul Short has been legally cultivating indoor cannabis plants since 2006. Short began his career in the tech industry in 2000 when he opened an IT company called Short Solutions. He was solely responsible for many doctor's office networks and implementing procedures for keeping them HIPAA Compliant. In 2004 Mr. Short also opened a hydroponics retail store to provide traditional and hydroponic gardening supplies to an area that had a burgeoning market. After 2 years in the hydroponic gardening industry Mr. Short retired from the IT field. He remained in the hydroponic industry from then forward but still utilized his IT background in this new industry.

In 2009 Mr. Short, along with several industry experts, started a hydroponic focused fertilizer company, Microbrewed Fertilizer. With the input of many growers and industry experts Microbrewed Fertilizer crafted a final product line of 9 products for the medical marijuana market. Mr. Short worked with several states' Departments of Agriculture to register and be compliant with their state's laws.

Mr. Short began as part owner growing medical marijuana in Colorado in 2011. He oversaw grow site design, integration, and compliance with the ever-changing rules in the state. The dispensary license was sold in 2012 and the grows were included with the licenses. Mr. Short was contracted to oversee the grow for an Arizona State licensed

dispensary, Ponderosa Releaf, in 2013. Mr. Short was operations manager for the first licensed medical marijuana commercial greenhouse in the state. He was responsible for creating and implementing the states first policies and procedures for commercial greenhouse growing. Along with Arizona Department of Health Services representatives, Mr. Short curated and updated these policies and procedures as the States interpretation of rules and regulations progressed.

In 2015 Mr.Short was contracted to operate a 28,800 sq ft greenhouse and 240 light indoor grow in Kingman, AZ. It has been licensed by Oasis Dispensary in Chandler since it was completed and Mr. Short along with Mr. Bradley secured the licensing. Mr. Short has had bi annual inspections from the state and has never had a red line issue cited in the 7 years in the State. He currently manages a staff of over 30 employees and maintains the highest standards in the industry. Mr.Short utilizes Biotrack seed to sale software for the last 5 years to keep compliant with State regulations. Mr. Short has worked directly with Biotrack.

Combined 42yrs Cannabis; Combined 121 yrs Farming

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 4 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

12-29-2022

Verification Date

FORM B: BACKGROUND CHECK APPLICANT VERIFICATION

Artemis Agricultural Industries Incorporated

Integrated Facility

Business License Applicant Name

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)
Chief Executive Officer: Matthew Rettig	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
President & Chief Medical Officer: Martin Schreeder, MD	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Chief Strategy Officer & Secretary: Peter DeLeonardis	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Founder, Treasurer, and Farm Manager: Gwendolyn Gunn	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
Chief Production Officer: Ira Gunn	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Chief Transformation Officer: Aubrey Bradley	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Chief Operating Officer: Paul Short	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> 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.

Peter DeLeonardis

Chief Strategy Officer & Secretary

Printed Name of Verifying Individual

Title of Verifying Individual

Peter N. De Leonardis Digitally signed by Peter N. De Leonardis
Date: 2022.12.28 17:46:47 -06'00'

12/28/2022

Signature of Verifying Individual

Verification Date

ALABAMA LAW ENFORCEMENT AGENCY

APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Aubrey Ray Bradley Sex/Gender: Male Female

Aliases/Nickname:

Applicant Current Address:

City: Gadsden State: AL Zip Code: 35901 SSN:

Date of Birth: 1978 (MM/DD/YYYY) Driver's License Number: Issuing State: AZ

Race: White Black Asian Indian Other (please specify)

Home Phone: Mobile Phone: Work Phone:

WORK INFORMATION

Employer Name: Artemis Agricultural Industries Employer Phone:

Contractor Name: Contractor Phone:

State Agency: Agency Phone:

Work Email Address: aubrey.b@artemisagi.com

Job Role/Classification: Chief Transformation Officer Supervisor Name: Gwendolyn Gunn

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 December 26, 2022

Name of Witness Micki Noojin Name of Witness Bill Noojin

Address of Witness: Address of Witness:

City, State and Zip Gadsden AL 35901 City, State and Zip Gadsden AL 35901

Sworn to and subscribed before me this ___ day of ___, 20__.

Notary Signature My Commission Expires ___, 20__.

FOR ALEA OFFICIAL USE ONLY: TCN: SID: AL Billed: Paid: No Charge: Received By (Initials): Date: Processed By (Initials): Date: Walk-In/Hand Delivered Mailed Status: Initials: Date: Background Check Qty: Total \$ Certified Letter Qty: Total \$

ALABAMA LAW ENFORCEMENT AGENCY

APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Peter Nicholas DeLeonardis Sex/Gender: Male Female

Aliases/Nickname:

Applicant Current Address:

City: Bellaire State: TX Zip Code: 77401 SSN:

Date of Birth: 1990 (MM/DD/YYYY) Driver's License Number Issuing State: TEXAS

Race: White Black Asian Indian Other (please specify)

Home Phone: Mobile Phone: Work Phone:

WORK INFORMATION

Employer Name: Artemis Agricultural Industries Inc. Employer Phone: (256) 680-3769

Contractor Name: Contractor Phone:

State Agency: Agency Phone:

Work Email Address: peter.d@artemisagi.com

Job Role/Classification: Chief Strategy Officer & Secretary Supervisor Name: Gwendolyn Gunn

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 information that I believe to be inaccurate (see "Appendix A" for contact information).

Applicant Signature Date 11/08/2022

Name of Witness Martin Schreeder Name of Witness Caroline Schreeder

Address of Witness Address of Witness

City, State and Zip Huntsville, AL 35801 City, State and Zip Huntsville, AL 35801

Sworn to and subscribed before me this ___ day of ___, 20__.

Notary Signature My Commission Expires ___, 20__.

FOR ALEA OFFICIAL USE ONLY: TCN: SID: AL Billed: Paid: No Charge: Received By (Initials): /Date: Processed By (Initials): /Date: Walk-in/Hand Delivered Mailed Status: Initials: Date: Background Check Qty: Total: \$ Certified Letter Qty: Total: \$

ALABAMA LAW ENFORCEMENT AGENCY
APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Paul Short Sex/Gender: Male Female

Aliases/Nickname: _____

Applicant Current Address: _____

City: Vero Beach State: FL Zip Code: 32962 SSN: _____

Date of Birth: _____ 1976 (MM/DD/YYYY) Driver's License Number: _____ Issuing State: Florida

Race: White Black Asian Indian Other (please specify) _____

Home Phone: () Mobile Phone: () Work Phone: ()

WORK INFORMATION

Employer Name: Artemis Agricultural Industries, Inc Employer Phone: (256) 680-3769

Contractor Name: _____ Contractor Phone: ()

State Agency: _____ Agency Phone: ()

Work Email Address: paul.s@artemisagi.com

Job Role/Classification: Chief Operation Officer Supervisor Name: Gwen Gunn

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) P.O. Box 309585 Montgomery, AL 36130

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 Paul Short Date 11/28/2022

Digitally signed by Paul Short
Date: 2022.12.29 14:57:16 -0500

Name of Witness _____ Name of Witness _____

Address of Witness _____ Address of Witness _____

City, State and Zip _____ City, State and Zip _____

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

Notary Signature _____ My Commission Expires _____, 20__.

FOR ALEA OFFICIAL USE ONLY: TCN: _____ SID: AL _____		Billed: _____ Paid: _____ No Charge: _____
Received By (Initials): _____ /Date: ____/____/____	Processed By (Initials): _____ /Date: ____/____/____	Check#: _____
Walk-in/Hand Delivered <input type="checkbox"/> Mailed <input type="checkbox"/>	Status: _____ Initials: _____ Date: ____/____/____	Background Check Qty: Total: \$ _____
		Certified Letter Qty: Total: \$ _____

ALABAMA LAW ENFORCEMENT AGENCY
APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Ira Erton Gunn Sex/Gender: Male Female

Aliases/Nickname: _____

Applicant Current Address: _____

City: Huntsville State: AL Zip Code: 35803 SSN: _____

Date of Birth: 1949 (MM/DD/YYYY) Driver's License Number _____ Issuing State: AL

Race: White Black Asian Indian Other (please specify) _____

Home Phone: _____ Mobile Phone: _____ Work Phone: _____

WORK INFORMATION

Employer Name: Artemis Agricultural Industries Employer Phone: (256) 680-3769

Contractor Name: _____ Contractor Phone: () _____

State Agency: _____ Agency Phone: () _____

Work Email Address: ira.g@artemisagi.com

Job Role/Classification: Chief Production Officer Supervisor Name: Gwendolyn Gunn

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

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 12/29/2022

Name of Witness Gwendolyn Gunn Name of Witness Martin Schreeder

Address of Witness _____ Address of Witness _____

City, State and Zip Huntsville, AL 35803 City, State and Zip Huntsville, AL 35801

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

Notary Signature _____ My Commission Expires _____, 20__.

FOR ALEA OFFICIAL USE ONLY: TCN: _____ SID: AL _____		Billed: _____ Paid: _____ No Charge: _____
Received By (Initials): _____ /Date: ____/____/____	Processed By (Initials): _____ /Date: ____/____/____	Check#: _____
Walk-in/Hand Delivered <input type="checkbox"/> Mailed <input type="checkbox"/>	Status: _____ Initials: _____ Date: ____/____/____	Background Check Qty: Total: \$ _____
		Certified Letter Qty: Total: \$ _____

ALABAMA LAW ENFORCEMENT AGENCY
APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Gwendolyn Lea Gunn Sex/Gender: Male Female

Aliases/Nickname: _____

Applicant Current Address [REDACTED]

City: Huntsville State: AL Zip Code: 35803 SSN: [REDACTED]

Date of Birth: [REDACTED] 1949 (MM/DD/YYYY) Driver's License Number [REDACTED] Issuing State: AL

Race: White Black Asian Indian Other (please specify) Native American

Home Phone: [REDACTED] Mobile Phone: [REDACTED] Work Phone: () _____

WORK INFORMATION

Employer Name: Artemis Agricultural Industries Employer Phone: (256) 680-3769

Contractor Name: _____ Contractor Phone: () _____

State Agency: _____ Agency Phone: () _____

Work Email Address: gwen.g@artemisagi.com

Job Role/Classification: Treasurer, Founder Supervisor Name: Owner Group Collaborated

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

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 12/29/2022

Name of Witness Ira Gunn Name of Witness Martin Schreeder

Address of Witness [REDACTED] Address of Witness [REDACTED]

City, State and Zip Huntsville, AL 35803 City, State and Zip Huntsville, AL 35801

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

Notary Signature _____ My Commission Expires _____, 20__.

FOR ALEA OFFICIAL USE ONLY: TCN: _____ SID: AL _____		Billed: _____ Paid: _____ No Charge: _____
Received By (Initials): _____ /Date: ____/____/____	Processed By (Initials): _____ /Date: ____/____/____	Check#: _____
Walk-in/Hand Delivered <input type="checkbox"/> Mailed <input type="checkbox"/>	Status: _____ Initials: _____ Date: ____/____/____	Background Check Qty: Total: \$ _____
		Certified Letter Qty: Total: \$ _____

ALABAMA LAW ENFORCEMENT AGENCY
APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): MATTHEW RETTIG Sex/Gender: Male Female

Aliases/Nickname: _____

Applicant Current Address: ██████████

City: Gilbert State: AZ Zip Code: 85234 SSN: ██████████

Date of Birth: ██████ 1988 (MM/DD/YYYY) Driver's License Number ██████████ Issuing State: AZ

Race: White Black Asian Indian Other (please specify) _____

Home Phone: () _____ Mobile Phone: () ██████████ Work Phone: () _____

WORK INFORMATION

Employer Name: Artemis Agricultural Industries, Inc Employer Phone: (256) 680-3769

Contractor Name: _____ Contractor Phone: () _____

State Agency: _____ Agency Phone: () _____

Work Email Address: Matt.r@artemisagi.com

Job Role/Classification: Chief Executive Officer Supervisor Name: Gwen Gunn

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) P.O. Box 309585 Montgomery, AL 36130

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 Matthew Rettig Date 11/28/2022

Name of Witness Aubrey Bradley Name of Witness Paul Short

Address of Witness ██████████ Address of Witness ██████████

City, State and Zip Gadsden, AL 35901 City, State and Zip Vero Beach, FL 32962

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

Notary Signature _____ My Commission Expires _____, 20__.

FOR ALEA OFFICIAL USE ONLY: TCN: _____ SID: AL _____		Billed: _____ Paid: _____ No Charge: _____
Received By (Initials): _____ /Date: ____/____/____	Processed By (Initials): _____ /Date: ____/____/____	Check#: _____
Walk-in/Hand Delivered <input type="checkbox"/> Mailed <input type="checkbox"/>	Status: _____ Initials: _____ Date: ____/____/____	Background Check Qty: Total: \$ _____
		Certified Letter Qty: Total: \$ _____

ALABAMA LAW ENFORCEMENT AGENCY

APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Martin Fleming Schreeder Sex/Gender: Male Female

Aliases/Nickname: _____

Applicant Current Address: _____

City: Huntsville State: AL Zip Code: 35801 SSN: _____

Date of Birth: _____ 1983 (MM/DD/YYYY) Driver's License Number: _____ Issuing State: AL

Race: White Black Asian Indian Other (please specify) _____

Home Phone: _____ Mobile Phone: _____ Work Phone: () _____

WORK INFORMATION

Employer Name: Artemis Agricultural Industries, Inc Employer Phone: (256) 680-3769

Contractor Name: _____ Contractor Phone: () _____

State Agency: _____ Agency Phone: () _____

Work Email Address: martin.s@artemisagi.com

Job Role/Classification: President, CMO Supervisor Name: Gwendolyn Gunn

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

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: 12/29/2022

Name of Witness: Ira Gunn Name of Witness: Gwendolyn Gunn

Address of Witness: _____ Address of Witness: _____

City, State and Zip: Huntsville, AL 35803 City, State and Zip: Huntsville, AL 35803

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

Notary Signature _____ My Commission Expires _____, 20____.

FOR ALEA OFFICIAL USE ONLY: TCN: _____ SID: AL _____		Billed: _____ Paid: _____ No Charge: _____
Received By (Initials): _____ /Date: ____/____/____	Processed By (Initials): _____ /Date: ____/____/____	Check#: _____
Walk-In/Hand Delivered <input type="checkbox"/> Mailed <input type="checkbox"/>	Status: _____ Initials: _____ Date: ____/____/____	Background Check Qty: Total \$ _____
		Certified Letter Qty: Total \$ _____

IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

*Last Name	Short	*First Name	Paul
Middle Name 1	Michael	Middle Name 2	

*Date of Birth:	*Place of Birth:	*U.S. Citizen or Legal Permanent Resident:
1976	Vero Beach	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship:	Country of Residence:	Prisoner Number (if applicable):
USA	USA	
*Last Four Digits of Social Security Number: [REDACTED]		

*Race (please check appropriate box):
<input type="checkbox"/> Asian <input type="checkbox"/> Black <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> Native American <input type="checkbox"/> Unknown
*Sex (please check appropriate box):
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other

Address

C/O	AMCC	ATTN	Background Check
*Address			
P.O. Box 309585			
*City	Montgomery	*State	Alabama
*Postal (Zip) Code	36130	*Country	USA
Phone Number		E-Mail	

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK MONEY ORDER CREDIT CARD FORM

You may request a copy of your own Identity History Summary to review it or obtain a change, correction, or an update to the summary. This is not a national background check and may not include information from state repositories which would be included on an employment background check. If you are requesting a background check for employment or licensing within the U.S., you may be required by state statute or federal law to submit your request through your state identification bureau, the requesting federal agency, or another authorized channeling agent.

* REQUESTOR SIGNATURE [REDACTED] DATE 11/28/2022

Mail the signed requestor information form, fingerprint card, and payment of \$18 U.S. dollars to the following address:

FBI CJIS Division – Summary Request
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

PRIVACY ACT STATEMENT

The FBI's acquisition, retention, and sharing of information submitted on this form is generally authorized under 28 USC 534 and 28 CFR 16.30-16.34. The purpose for requesting this information from you is to provide the FBI with a minimum of identifying data to permit an accurate and timely search of FBI identification records. Providing this information (including your Social Security Account Number) is voluntary, however, failure to provide the information may affect the completion of your request. The information reported on this form may be disclosed pursuant to your consent and may also be disclosed by the FBI without your consent pursuant to the Privacy Act of 1974 and all applicable routine uses.

PAPERWORK REDUCTION ACT STATEMENT:

Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 3 minutes to complete.

IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

*Last Name	Bradley	*First Name	Aubrey
Middle Name 1	Ray	Middle Name 2	

*Date of Birth:	*Place of Birth:	*U.S. Citizen or Legal Permanent Resident:
1978	Denton, TX	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship:	Country of Residence:	Prisoner Number (if applicable):
USA	USA	
*Last Four Digits of Social Security Number: [REDACTED]		

*Race (please check appropriate box):
<input type="checkbox"/> Asian <input type="checkbox"/> Black <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> Native American <input type="checkbox"/> Unknown
*Sex (please check appropriate box):
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other

Address

C/O	AMCC	ATTN	Background Check
*Address			
P.O. Box 309585			
*City	Montgomery	*State	Alabama
*Postal (Zip) Code	36130	*Country	USA
Phone Number		E-Mail	

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK MONEY ORDER CREDIT CARD FORM

You may request a copy of your own Identity History Summary to review it or obtain a change, correction, or an update to the summary. This is not a national background check and may not include information from state repositories which would be included on an employment background check. If you are requesting a background check for employment or licensing within the U.S., you may be required by state statute or federal law to submit your request through your state identification bureau, the requesting federal agency, or another authorized channeling agency.

* REQUESTOR SIGNATURE [REDACTED] DATE 12/2022

Mail the signed requestor information form, fingerprint card, and payment of \$18 U.S. dollars to the following address:

FBI CJIS Division – Summary Request
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

PRIVACY ACT STATEMENT

The FBI's acquisition, retention, and sharing of information submitted on this form is generally authorized under 28 USC 534 and 28 CFR 16.30-16.34. The purpose for requesting this information from you is to provide the FBI with a minimum of identifying data to permit an accurate and timely search of FBI identification records. Providing this information (including your Social Security Account Number) is voluntary; however, failure to provide the information may affect the completion of your request. The information reported on this form may be disclosed pursuant to your consent and may also be disclosed by the FBI without your consent pursuant to the Privacy Act of 1974 and all applicable routine uses.

PAPERWORK REDUCTION ACT STATEMENT:

Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 3 minutes to complete.

IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

*Last Name	Gunn	*First Name	Gwendolyn
Middle Name 1	Lea	Middle Name 2	

*Date of Birth:	1949	*Place of Birth:	Huntsville, AL USA	*U.S. Citizen or Legal Permanent Resident:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship:	USA	Country of Residence:	USA	Prisoner Number (if applicable):	
*Last Four Digits of Social Security Number: [REDACTED]					

*Race (please check appropriate box):					
<input type="checkbox"/> Asian	<input type="checkbox"/> Black	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Native American	<input type="checkbox"/> Unknown	
*Sex (please check appropriate box):					
<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Other			

Address

C/O	AMCC	ATTN	Background Check
*Address			
P.O. Box 309585			
*City	Montgomery	*State	Alabama
*Postal (Zip) Code	36130	*Country	USA
Phone Number		E-Mail	

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK MONEY ORDER CREDIT CARD FORM

You may request a copy of your own Identity History Summary to review it or obtain a change, correction, or an update to the summary. This is not a national background check and may not include information from state repositories which would be included on an employment background check. If you are requesting a background check for employment or licensing within the U.S., you may be required by state statute or federal law to submit your request through your state identification bureau, the requesting federal agency, or another authorized channeling agency.

* REQUESTOR SIGNATURE [REDACTED] DATE 11/08/2022

Mail the signed requestor information form, fingerprint card, and payment of \$18 U.S. dollars to the following address:

FBI CJIS Division -- Summary Request
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

PRIVACY ACT STATEMENT

The FBI's acquisition, retention, and sharing of information submitted on this form is generally authorized under 28 USC 534 and 28 CFR 16.30-16.34. The purpose for requesting this information from you is to provide the FBI with a minimum of identifying data to permit an accurate and timely search of FBI identification records. Providing this information (including your Social Security Account Number) is voluntary; however, failure to provide the information may affect the completion of your request. The information reported on this form may be disclosed pursuant to your consent and may also be disclosed by the FBI without your consent pursuant to the Privacy Act of 1974 and all applicable routine uses.

PAPERWORK REDUCTION ACT STATEMENT:

Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 3 minutes to complete.

IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

*Last Name	Gunn	*First Name	Ira
Middle Name 1	Erton	Middle Name 2	

*Date of Birth:	*Place of Birth:	*U.S. Citizen or Legal Permanent Resident:
1946	Huntsville, AL USA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship:	Country of Residence:	Prisoner Number (if applicable):
USA	USA	
*Last Four Digits of Social Security Number: [REDACTED]		

*Race (please check appropriate box):

Asian Black Caucasian Native American Unknown

*Sex (please check appropriate box):

Male Female Other

Address

C/O	AMCC	ATTN	Background Check
*Address			
P.O. Box 309585			
*City	Montgomery	*State	Alabama
*Postal (Zip) Code	36130	*Country	USA
Phone Number		E-Mail	

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK MONEY ORDER CREDIT CARD FORM

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* REQUESTOR SIGNATURE [REDACTED] DATE 11/08/2022

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Clarksburg, West Virginia 26306**

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PAPERWORK REDUCTION ACT STATEMENT:

Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 3 minutes to complete.

IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

*Last Name <input type="text" value="Schreeder"/>		*First Name <input type="text" value="Martin"/>	
Middle Name 1 <input type="text" value="Fleming"/>		Middle Name 2 <input type="text"/>	
*Date of Birth: <input type="text" value="1983"/>	*Place of Birth: <input type="text" value="Huntsville, AL USA"/>	*U.S. Citizen or Legal Permanent Resident: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
*Country of Citizenship: <input type="text" value="USA"/>	Country of Residence: <input type="text" value="USA"/>	Prisoner Number (if applicable): <input type="text"/>	
*Last Four Digits of Social Security Number: <input type="text" value=""/>			

*Race (please check appropriate box):
 Asian Black Caucasian Native American Unknown

*Sex (please check appropriate box):
 Male Female Other

Address

C/O <input type="text" value="AMCC"/>		ATTN <input type="text" value="Background Check"/>	
*Address <input type="text" value="P.O. Box 309585"/>			
*City <input type="text" value="Montgomery"/>	*State <input type="text" value="Alabama"/>		
*Postal (Zip) Code <input type="text" value="36130"/>	*Country <input type="text" value="USA"/>		
Phone Number <input type="text"/>	E-Mail <input type="text"/>		

Payment Enclosed: (please check appropriate box)

- CERTIFIED CHECK MONEY ORDER CREDIT CARD FORM

You may request a copy of your own Identity History Summary to review it or obtain a change, correction, or an update to the summary. This is not a national background check and may not include information from state repositories which would be included on an employment background check. If you are requesting a background check for employment or licensing within the U.S., you may be required by state statute or federal law to submit your request through your state identification bureau, the requesting federal agency, or another authorized channeling agency.

* REQUESTOR SIGNATURE DATE

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 1000 Custer Hollow Road
 Clarksburg, West Virginia 26306**

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PAPERWORK REDUCTION ACT STATEMENT:

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IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

*Last Name	DeLeonardis	*First Name	Peter
Middle Name 1	Nicholas	Middle Name 2	

*Date of Birth:	*Place of Birth:	*U.S. Citizen or Legal Permanent Resident:
1990	Houston, TX	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship:	Country of Residence:	Prisoner Number (if applicable):
USA	USA	
*Last Four Digits of Social Security Number		

*Race (please check appropriate box):		
<input type="checkbox"/> Asian	<input type="checkbox"/> Black	<input checked="" type="checkbox"/> Caucasian
<input type="checkbox"/> Native American	<input type="checkbox"/> Unknown	
*Sex (please check appropriate box):		
<input checked="" type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Other

Address

C/O	AMCC	ATTN	Background Check
*Address			
P.O. Box 309585			
*City	Montgomery	*State	Alabama
*Postal (Zip) Code	36130	*Country	USA
Phone Number		E-Mail	

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK MONEY ORDER CREDIT CARD FORM

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* REQUESTOR SIGNATURE [REDACTED] DATE 11/08/2022

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FBI CJIS Division – Summary Request
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

PRIVACY ACT STATEMENT

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PAPERWORK REDUCTION ACT STATEMENT:

Under the Paperwork Reduction Act, you are not required to complete this form unless it contains a valid OMB control number. The form takes approximately 3 minutes to complete.

IDENTITY HISTORY SUMMARY REQUEST FORM

Information * Denotes Required Fields

* Last Name	RETTIG	* First Name	MATTHEW
Middle Name 1	PAUL	Middle Name 2	

* Date of Birth:	1988	* Place of Birth:	PHOENIX	* U.S. Citizen or Legal Permanent Resident:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
* Country of Citizenship:	UNITED STATES	Country of Residence:	UNITED STATES	Prisoner Number (if applicable):	
* Last Four Digits of Social Security Number	[REDACTED]				

* Race (please check appropriate box):
 Asian Black Caucasian Native American Unknown

* Sex (please check appropriate box):
 Male Female Other

Address

C/O	AMCC	ATTN	Background Check
* Address	P.O. Box 309585		
* City	Montgomery	* State	Alabama
* Postal (Zip) Code	36130	* Country	USA
Phone Number		E-Mail	

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK MONEY ORDER CREDIT CARD FORM

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* REQUESTOR SIGNATURE [REDACTED] DATE 11-26-2022

Mail the signed requestor information form, fingerprint card, and payment of \$18 U.S. dollars to the following address:

FBI CJIS Division – Summary Request
 1000 Custer Hollow Road
 Clarksburg, West Virginia 26306

PRIVACY ACT STATEMENT

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PAPERWORK REDUCTION ACT STATEMENT:

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FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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) must complete a separate form.

Artemis Agricultural Industries Integrated License

Business License Applicant Name License Type
Aubrey R. Bradley

Individual's Name

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
- That the individual has submitted its completed state criminal background check application form (ALEA SBI Form 46), and all other items required therewith, to ALEA
- That the individual has submitted its national criminal background check form (FBI Identity History Summary Request Form), and all other items required therewith, to the FBI.
- That the individual, on his/her state and national background check forms, has authorized ALEA and the FBI, as applicable, to release any and all criminal history information of the individual to the Alabama Medical Cannabis Commission.
- That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.



Signature of Verifying Individual

12/26/2022

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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) must complete a separate form.

Artemis Agriculture Industries

Business License Applicant Name

Matthew Rettig

Individual's Name

Integrated Facility

License Type

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
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- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.



12-28-2022

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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Artemis Agricultural Industries Inc

Integrated Facility

Business License Applicant Name

License Type

Paul Short

Individual's Name

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
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- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.

Paul Short

Digitally signed by Paul Short
Date: 2022.12.28 19:11:38 -05'00'

Signature of Verifying Individual

12/28/2022

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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) must complete a separate form.

Artemis Agricultural Industries Inc.

Business License Applicant Name

Peter DeLeonardis

Individual's Name

Integrated Facility

License Type

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
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- That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.

Peter N. De Leonardis Digitally signed by Peter N De
Leonardis
Date: 2022.12.29 23:27:57 -0500

Signature of Verifying Individual

12/29/2022

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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) must complete a separate form.

Artemis Agricultural Industries, Inc. Integrated Facility
Business License Applicant Name License Type

Gwendalyn Gunn
Individual's Name

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
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- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.


Signature of verifying individual

12-28-22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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Artemis Agricultural Industries, Inc
Business License Applicant Name

Integrated Facility
License Type

Ira Gunn
Individual's Name

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
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- That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.


Signature of Verifying Individual

12-28-22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

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) must complete a separate form.

Artemis Agricultural Industries, Inc

Business License Applicant Name

Martin F Schreeder

Individual's Name

Integrated Facilities

License Type

Individual's Role (select all that apply): Owner Shareholder Director Board Member
 Individual with Economic Interest in Applicant

Verification

The undersigned, as identified above, hereby verifies all of the following:

- That the individual's role(s) in the Applicant's business is one or more of the roles identified by § 20-2A-55(b), Code of Alabama 1975 (as amended).
- That the individual shall, as required by § 20-2A-55(b), Code of Alabama 1975 (as amended), submit to a state and national criminal background check, to be conducted and/or coordinated by the Alabama Law Enforcement Agency.
- That the individual has submitted its completed state criminal background check application form (ALEA SBI Form 46), and all other items required therewith, to ALEA
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- That the individual will promptly respond to any request from ALEA, the FBI, and/or the Alabama Medical Cannabis Commission regarding the processing of the individual's state and national criminal background checks.
- That the individual has confirmed that his/her name and role(s) have been included, by the Applicant, on the Background Check Applicant Verification Form.



Signature of Verifying Individual

12/28/2022

Verification Date

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 5 – Minimum Performance Bond 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

**FORM M: Surety Verification of Applicant Qualification for
Integrated Facility Performance Bond**

Section A - Applicant Information (to be completed by Applicant)

Artemis Agricultural Industries, Inc

Gwendolyn Gunn

Integrated Facility Applicant

Contact Person

Applicant Address

Huntsville

AL

35803

City

State

Zip

256-680-3769

manager@artemisagi.com

Phone

Email

Section B - Surety Information (to be completed by Surety)

Continental Heritage Insurance Company

Surety Company

Brian D. Rehfuss

CUO & SVP Operations

Surety's Authorized Representative

Title

200 Park Avenue, Suite 400

Surety Address

Orange Village

Ohio

44122

City

State

Zip

440-995-1420

brehfuss@chicins.com

Phone

Email

Section C - Surety Verification (to be completed by Surety)

The Surety identified in Section B, by and through its authorized representative, hereby verifies the following statements, as indicated by the initials of the authorized representative.



The Applicant has requested that the Surety provide a professional opinion as to the Applicant's qualifications for the Integrated Facility Performance Bond required by the Alabama Medical Cannabis Commission.

Surety Verification of Applicant Qualifications for Integrated Facility Performance Bond - Page 2

BDR

The Surety has reviewed and understands all obligations required by the Integrated Facility Performance Bond (Alabama Medical Cannabis Commission FORM F).

BDR

The Surety has considered all available business information pertinent to the Surety's underwriting requirements regarding the Applicant, in the context of the Integrated Facility Performance Bond, and the Surety hereby confirms the Applicant possesses the requisite qualifications such that Applicant currently qualifies for the Integrated Facility Performance Bond required by the Alabama Medical Cannabis Commission.

BDR

The Surety, in the event that the Applicant is awarded an Integrated Facility license by the Alabama Medical Cannabis Commission, will be prepared to execute the Integrated Facility Performance Bond, in the amount of \$2,000,000, contingent upon execution of bond agreements, delivery of collateral security, payment of premium and fees, and Applicant's satisfaction of the Surety's underwriting considerations at the time of the Bond request.

BDR

The Surety acknowledges and understands that the Integrated Facility Performance Bond must be fully executed and filed with the Alabama Medical Cannabis Commission on or before the date set by the Commission for issuance of any Integrated Facility license awarded to the Applicant.

BDR

The Surety's consideration and issuance of bonds is a matter solely between the Surety and the Applicant, and the Surety assumes no liability to third parties, including the Alabama Medical Cannabis Commission, by executing this Surety Verification of Applicant Qualifications for Integrated Facility Performance Bond.

BDR

The Surety possesses, at a minimum, an A- rating and verified proof of such rating is attached hereto.

[Signature]


Signature of Surety's Authorized Representative

12-29-2022

Date

Sworn to and subscribed before Sean O'Brien, a Notary Public,
by Brian Rahts on this 29th day of
December, 2022.

[Signature]
Signature of Notary

N/A
My Commission Expires

SEAN T. O'BRIEN
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.
Page 3 of 7

License Type: Integrated License

CONTINENTAL HERITAGE INSURANCE COMPANY
ORANGE VILLAGE, OH
POWER OF ATTORNEY

POWER NO. AAIFormM

KNOW ALL MEN BY THESE PRESENTS: That the Continental Heritage Insurance Company, a corporation in the State of Florida, does hereby nominate, constitute and appoint: **** **Brian D. Rehfuß** ****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Two Million and 00/100 Dollars (\$2,000,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Continental Heritage Insurance Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2021.

CONTINENTAL HERITAGE INSURANCE COMPANY



By: 
Sean T. O'Brien, President

By: 
Alfred Shikany, Secretary


Notary Public)
State of Florida) SS:

On this 27th day of August, 2021, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Adam Hall and Sean T. O'Brien of the Continental Heritage Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Orange Village, Ohio, the day and year above written.



JENNIFER LIOTTA-HARRIS
Notary Public, State of Ohio
My Commission Expires
January 22, 2024


Jennifer Liotta-Harris, Notary Public
My Commission Expires January 22, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Continental Heritage Insurance Company, a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Orange Village, Ohio this 29th day of December, 2022.




Alfred Shikany, Secretary

AM Best Rating Services

Continental Heritage Insurance Company

BestLink AMB # 001933 NAIC # 39551 FEIN # 870363183

Administrative Office

200 Park Avenue Suite 400
 Orange Village, Ohio 44122
[United States](#)

Web: www.continentalheritage.com

Phone: 440-995-1420

Fax: 216-938-6952

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058597 - Continental Heritage Hldg Co, LLC](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category):	A- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 25, 2022
Initial Rating Date:	June 30, 1991

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Maurice Thomas
Associate Director : Christopher Draghi, CPCU
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 25, 2022
Initial Rating Date:	April 03, 2008

Disclosure Information

Disclosure Information Form
 View AM Best's [Rating Disclosure Form](#)
 View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category: VI (\$25 Million to \$50 Million)

u Denotes [Under Review Best's Rating](#)

License Type: Integrated License

Rating History

AM Best has provided ratings & analysis on this company since 1991.

Financial Strength Rating

Effective Date	Rating
May 25, 2022	A-
May 11, 2021	A-
April 21, 2020	A-
April 04, 2019	A-
April 17, 2018	A-

Long-Term Issuer Credit Rating

Effective Date	Rating
May 25, 2022	a-
May 11, 2021	a-
April 21, 2020	a-
April 04, 2019	a-
April 17, 2018	a-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

License Type: Integrated License

Press Releases

Date	Title
May 10, 2013	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
European Union Disclosures	
Jun 26, 2012	A.M. Best Revises Ratings for Continental Heritage Insurance Company and Revises Outlook to Negative
A.M. Best – Europe Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc. is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.	
Apr 30, 2004	A.M. Best Places Ratings of Century Under Review
United Kingdom Disclosures	
A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.	
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A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.	
Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.	
A M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.	
Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.	
Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings .	



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Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 6 – Minimum Liquid Assets Requirement

Verification

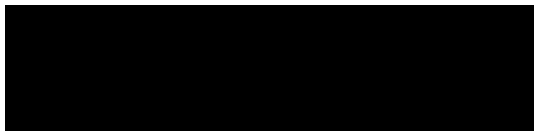
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual



12-29-2022

Signature of Verifying Individual

Verification Date

Transaction Report



Transaction Report for account * [REDACTED]

Reported on Fri Dec 30 21:03:00 GMT 2022

Available Balance [REDACTED]
Opening Ledger \$0 00
Collected Balance [REDACTED]
Current Balance [REDACTED]
Last Activity Date 12/22/2022
Float Amount \$0 00
Hold Amount \$0 00
Last Deposit Amount [REDACTED]
Last Deposit Date 12/22/2022
Credit Line / Overdraft Amount \$0 00
Last Interest Amount Paid \$0 00

Date		Description	Credit	Debit	Calculated Balance
12/22/2022	0	DEPOS T	[REDACTED]		[REDACTED]

License Type: Integrated License
SPECIFIC ACCOUNT DETAILS



Huntsville, AL 35086

Terms following a " " apply only if checked.

Acct: Business Checking

Acct # [REDACTED]

Date: 12/19/2022 Rate(s) accurate as of this date.

EARNINGS

Interest: Variable Rate OR Fixed Rate

The interest rate for your account is _____ %.

The interest rate(s) may change.

We will pay the rate(s) on this account _____

We will not decrease this rate unless we give you at least _____ days' notice in writing.

Tiered rate: The interest rate for your account depends upon the applicable rate tier(s).

Initial rate: The initial interest rate _____

Variable Rate Determination

At our discretion, we may change the interest rate(s).

The interest rate(s) _____

Variable Rate Change Frequency

We may change the interest rate(s) on your account _____

Variable Rate Change Limitations

The interest rate will not be less than _____ %.

The interest rate will not be more than _____ %.

Credit Against Fees: This account earns a credit that may be applied against _____

If the amount of the credit exceeds the amount of these fees, you will not receive any credit for the difference.

The earnings credit will be calculated by applying the _____ rate of _____ to the _____ balance in the account for each _____

The _____ earnings credit rate for this account is _____

At our discretion and at any time, we may change the rate.

Accrual of Earnings on NonCash Deposits

Earnings begin to accrue no later than the business day we receive credit for noncash items (for example, checks).

For deposits of noncash items (for example, checks), earnings begin to accrue _____

Interest Compounding and Crediting

Interest _____ be compounded _____

Interest will be credited _____

Effect of closing - If you close your account before interest is credited, you _____ receive the accrued interest.

Balance Computation Method

Daily Balance Method. This method applies a daily periodic rate to the principal balance for each day.

Average Daily Balance Method. This method applies a periodic rate to the average daily balance for the _____

MINIMUM BALANCE REQUIREMENTS

Balance to open. You must deposit at least \$ 250.00 to open this account.

Balance to avoid imposition of fees.

To avoid the imposition of the service charge you must meet the _____ following requirement(s):

A _____ of \$ _____

will be imposed every _____

if the balance in the account falls below \$ _____

any day of the _____

A _____ of \$ _____

will be imposed every _____

if the average daily balance for the _____

falls below \$ _____

A service charge of \$20.00 will be imposed every month if the average daily collected balance falls below \$2,000.00

Balance to obtain earnings.

You must maintain a minimum _____ balance of \$ _____ to obtain the disclosed rate(s).

ACCOUNT AGREEMENT

Huntsville, AL 35086-0000

Agreement Date: 12/19/2022 By:

EXISTING Account - This agreement replaces previous agreement(s).

Account Description: Business Checking

Checking Savings NOW

Initial Deposit \$ Source: Other

Ownership of Account - CONSUMER (Select One)

- Single-Party Account Trust-Separate Agreement
Multiple-Party Account
Other

Rights at Death (Select One)

- Single-Party Account
Multiple-Party Account With Right of Survivorship
Multiple-Party Account Without Right of Survivorship
Single-Party Account With Pay On Death
Multiple-Party Account With Right of Survivorship and Pay on Death

Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Ownership of Account - BUSINESS Purpose

- Sole Proprietorship Single-Member LLC Partnership
LLC (LLC tax classification: C Corp S Corp Partnership)
C Corporation S Corporation Non-Profit

Business: NURSERY & TREE PRODUCTION

Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-8)

By signing at right, I, ARTEMIS AGRICULTURAL INDUST, certify under penalties of perjury that the statements made in this section are true.

TIN: The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any)

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number:

Account Owner(s) Name & Address
ARTEMIS AGRICULTURAL INDUSTRIES INC
HUNTSVILLE, AL 35803

Additional Information:

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
Electronic Fund Transfers Privacy Substitute Checks
Common Features Specific Account Details

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]

GWENDOLYN L GUNN

I.D. # XXX-XX- D.O.B. 1949

(2): [X]

MARTIN F SCHREEDER MD

I.D. # XXX-XX- D.O.B. 1983

(3): [X]

I.D. # D.O.B.

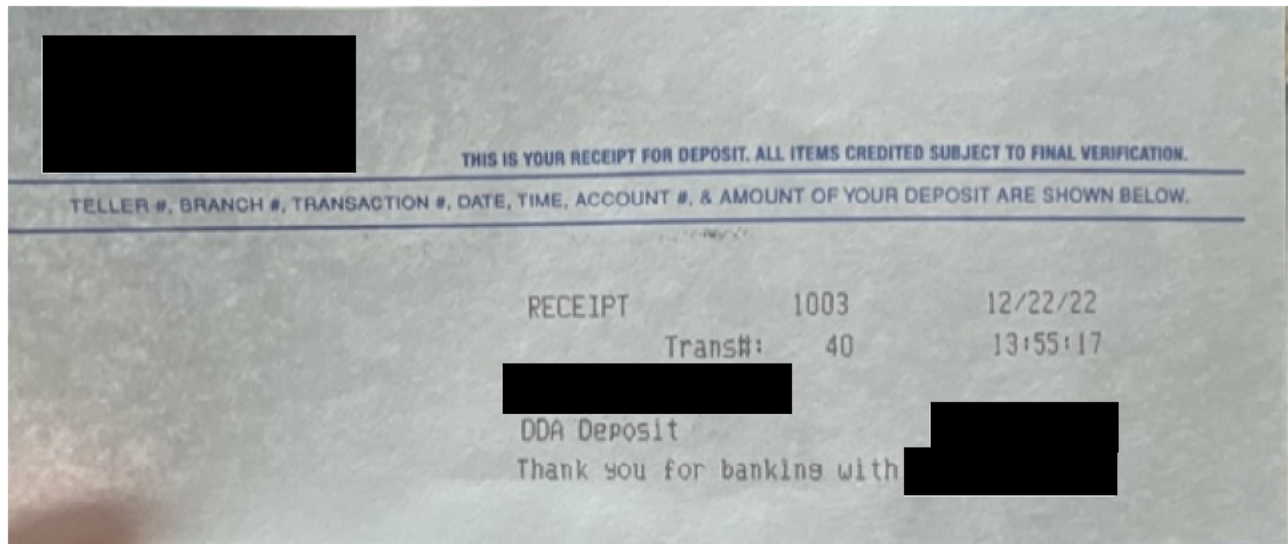
(4): [X]

I.D. # D.O.B.

Agency Designation (Optional). To Add Agency Designation To Account, Name One or More Agents:

(Select One):

- Agency Designation Survives Disability or Incapacity of Parties
Agency Designation Terminates on Disability or Incapacity of Parties



Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 7 – Demonstration of Sufficient Capital

Verification

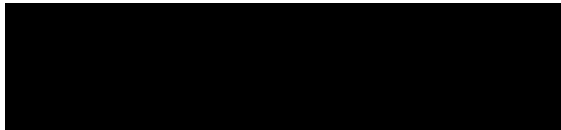
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

A solid black rectangular box redacting the signature of the verifying individual.

Signature of Verifying Individual

12-29-2022

Verification Date

7.1 Demonstration of Sufficient capital

Capital Structure for Artemis Agricultural Industries, Inc.:

Cash Account Balance [REDACTED]
Letter of Credit: [REDACTED]
Property Collateral: [REDACTED]
Liabilities [REDACTED]



Transaction Report

Transaction Report for account * [REDACTED]

Reported on Fri Dec 30 21 03 00 GMT 2022

Available Balance [REDACTED]
Opening Ledger \$0 00
Collected Balance [REDACTED]
Current Balance [REDACTED]
Last Activity Date 12/22/2022
Float Amount \$0 00
Hold Amount \$0 00
Last Deposit Amount [REDACTED]
Last Deposit Date 12/22/2022
Credit Line / Overdraft Amount \$0 00
Last Interest Amount Paid \$0 00

Date		Description	Credit	Debit	Calculated Balance
12/22/2022	0	DEPOS T	[REDACTED]		[REDACTED]

[REDACTED]

Huntsville, Alabama 35804

[REDACTED]

December 28, 2022

[REDACTED]

CC: Dr. Martin Schreeder, Artemis Agricultural Industries, Inc.

RE: Pre-approval for financing

To whom it may concern,

Dr. Martin Schreeder (doing business as Artemis Agricultural Industries, Inc.) is pre-approved for financing (ie. line of credit) up to [REDACTED]. Approval is subject to full underwriting and final terms and conditions. Please contact me directly with any further questions.

[REDACTED]

[REDACTED]

Senior Vice President/Commercial Lending

[REDACTED]

Huntsville, AL 35801

[REDACTED]

SPECIFIC ACCOUNT DETAILS

[Redacted]

Huntsville, AL 35086

Terms following a " " apply only if checked.

Acct: Business Checking

Acct # [Redacted]

Date: 12/19/2022 Rate(s) accurate as of this date.

EARNINGS

Interest: Variable Rate OR Fixed Rate

The interest rate for your account is %.

The interest rate(s) may change.

We will pay the rate(s) on this account

We will not decrease this rate unless we give you at least days' notice in writing.

Tiered rate: The interest rate for your account depends upon the applicable rate tier(s).

Initial rate: The initial interest rate

Variable Rate Determination

At our discretion, we may change the interest rate(s).

The interest rate(s)

Variable Rate Change Frequency

We may change the interest rate(s) on your account

Variable Rate Change Limitations

The interest rate will not be less than %.

The interest rate will not be more than %.

Credit Against Fees: This account earns a credit that may be applied against

If the amount of the credit exceeds the amount of these fees, you will not receive any credit for the difference.

The earnings credit will be calculated by applying the rate of to the balance in the account for each

The earnings credit rate for this account is

At our discretion and at any time, we may change the rate.

NOT INTENDED FOR CONSUMER PURPOSE

EXPERIA © 2001 Bankers Systems, Inc., St. Cloud, MN Form SAD-B 3/31/2011

Accrual of Earnings on NonCash Deposits

Earnings begin to accrue no later than the business day we receive credit for noncash items (for example, checks).

For deposits of noncash items (for example, checks), earnings begin to accrue

Interest Compounding and Crediting

Interest be compounded

Interest will be credited

Effect of closing - If you close your account before interest is credited, you receive the accrued interest.

Balance Computation Method

Daily Balance Method. This method applies a daily periodic rate to the principal balance for each day.

Average Daily Balance Method. This method applies a periodic rate to the average daily balance for the

MINIMUM BALANCE REQUIREMENTS

Balance to open. You must deposit at least \$ 250.00 to open this account.

Balance to avoid imposition of fees.

To avoid the imposition of the service charge you must meet the following requirement(s):

A of \$

will be imposed every

if the balance in the account falls below \$ any day of the

A of \$

will be imposed every

if the average daily balance for the falls below \$

A service charge of \$20.00 will be imposed every month if the average daily collected balance falls below \$2,000.00

Balance to obtain earnings.

You must maintain a minimum balance of \$ to obtain the disclosed rate(s).

ACCOUNT AGREEMENT

Huntsville, AL 35086-0000

Agreement Date: 12/19/2022 By: [Redacted]

EXISTING Account - This agreement replaces previous agreement(s).

Account Description: Business Checking

Checking Savings NOW

Initial Deposit \$ Source: Other

Ownership of Account - CONSUMER (Select One)

- Single-Party Account Trust-Separate Agreement
Multiple-Party Account
Other

Rights at Death (Select One)

- Single-Party Account
Multiple-Party Account With Right of Survivorship
Multiple-Party Account Without Right of Survivorship
Single-Party Account With Pay On Death
Multiple-Party Account With Right of Survivorship and Pay on Death

Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Ownership of Account - BUSINESS Purpose

- Sole Proprietorship Single-Member LLC Partnership
LLC (LLC tax classification: C Corp S Corp Partnership)
C Corporation S Corporation Non-Profit

Business: NURSERY & TREE PRODUCTION

Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-8)

By signing at right, I, ARTEMIS AGRICULTURAL INDUST, certify under penalties of perjury that the statements made in this section are true.

TIN: [Redacted] The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any)

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number: [Redacted]

Account Owner(s) Name & Address
ARTEMIS AGRICULTURAL INDUSTRIES INC
HUNTSVILLE, AL 35803

Additional Information:

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
Electronic Fund Transfers Privacy Substitute Checks
Common Features Specific Account Details

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X] GWENDOLYN L GUNN

I.D. # XXX-XX-1949 D.O.B. 1949

(2): [X] MARTIN F SCHREEDER MD

I.D. # XXX-XX-1983 D.O.B. 1983

(3): [X]

I.D. # D.O.B.

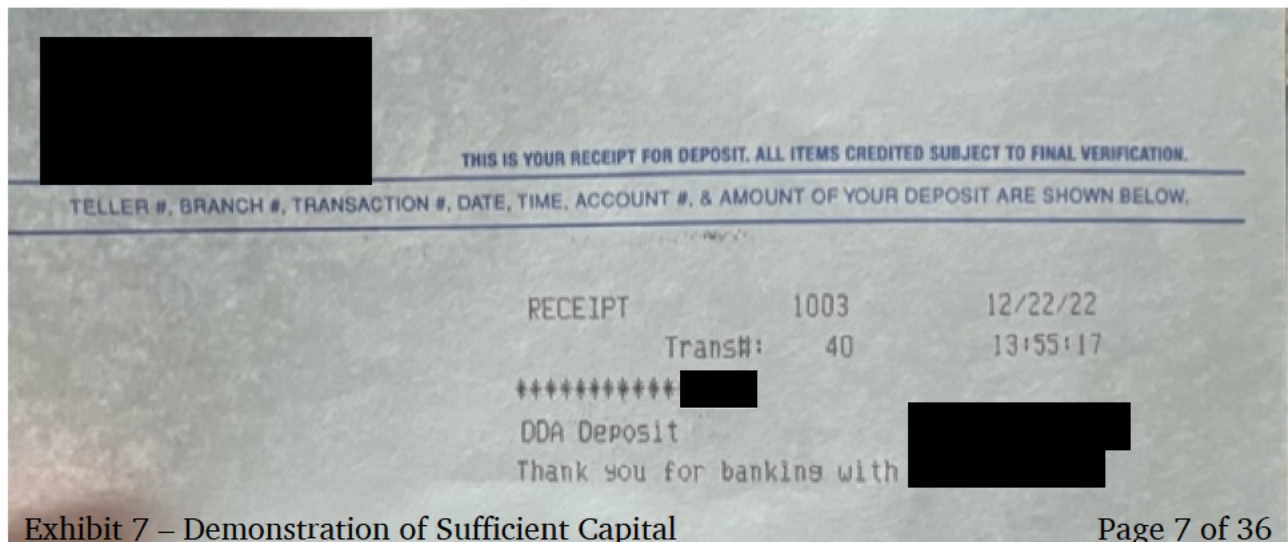
(4): [X]

I.D. # D.O.B.

Agency Designation (Optional). To Add Agency Designation To Account, Name One or More Agents:

(Select One):

- Agency Designation Survives Disability or Incapacity of Parties
Agency Designation Terminates on Disability or Incapacity of Parties



CONTINENTAL HERITAGE INSURANCE COMPANY
ORANGE VILLAGE, OH
POWER OF ATTORNEY

POWER NO. AAIFormM

KNOW ALL MEN BY THESE PRESENTS: That the Continental Heritage Insurance Company, a corporation in the State of Florida, does hereby nominate, constitute and appoint: **** **Brian D. Rehfluss** ****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Two Million and 00/100 Dollars (\$2,000,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Continental Heritage Insurance Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2021.

CONTINENTAL HERITAGE INSURANCE COMPANY



By: [Signature]
Sean T. O'Brien, President

By: [Signature]
Alfred Shikany, Secretary

Notary Public)
State of Florida)

SS:

On this 27th day of August, 2021, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Adam Hall and Sean T. O'Brien of the Continental Heritage Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Orange Village, Ohio, the day and year above written.



JENNIFER LIOTTA-HARRIS
Notary Public, State of Ohio
My Commission Expires
January 22, 2024

[Signature]
Jennifer Liotta-Harris, Notary Public
My Commission Expires January 22, 2024

State of Ohio)

SS:

I, the undersigned, Secretary of the Continental Heritage Insurance Company, a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth herein above, is now in force.
Signed and sealed in Orange Village, Ohio this 29th day of December, 2022.



[Signature]
Alfred Shikany, Secretary

AM Best Rating Services

Continental Heritage Insurance Company

BestLink  AMB #: 001933 NAIC #: 39551 FEIN #: 870363183

Administrative Office
 200 Park Avenue Suite 400
 Orange Village, Ohio 44122
[United States](#)

Web: www.continentalheritage.com
Phone: 440-995-1420
Fax: 216-938-6952
[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058597 - Continental Heritage Hldg Co, LLC](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A- (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: May 25, 2022
Initial Rating Date: June 30, 1991

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Maurice Thomas
Associate Director : Christopher Draghi, CPCU
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): a- (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: May 25, 2022
Initial Rating Date: April 03, 2008

Disclosure Information

Disclosure Information Form
 View AM Best's [Rating Disclosure Form](#)
 View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category: VI (\$25 Million to \$50 Million)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1991.

Financial Strength Rating

Effective Date	Rating
May 25, 2022	A-
May 11, 2021	A-
April 21, 2020	A-
April 04, 2019	A-
April 17, 2018	A-

Long-Term Issuer Credit Rating

Effective Date	Rating
May 25, 2022	a-
May 11, 2021	a-
April 21, 2020	a-
April 04, 2019	a-
April 17, 2018	a-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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Press Releases

Date	Title
May 10, 2013	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
Jan 26, 2012	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
Jan 26, 2012	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
Apr 30, 2004	A.M. Best Places Ratings of Century Under Review

European Union Disclosures
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February 17, 2023

Artemis Agricultural Industries, Inc.
c/o Mr. Matthew Rettig, CEO
[REDACTED]
Gilbert, Arizona, 85235
[REDACTED]

Dear Mr. Rettig:

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, Semple, Marchal & Cooper, LLP (“SMC” or “we”) will audit the financial statement of Artemis Agricultural Industries, Inc. (the “Company” or “you”), which comprises the balance sheet as of December 31, 2022 and the related notes to the financial statement. The objective of our audit is to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

Responsibilities of Semple, Marchal & Cooper, LLP

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we will

express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we identify during our audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statement and, therefore, will not include a detailed check of all of your Company's transactions for the period. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statement. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention, unless they are clearly inconsequential. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit, we will communicate to those charged with governance (as defined below) all uncorrected misstatements.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the Company and obligations related to the accountability of the Company, including overseeing the financial reporting process. For the Company, we agree that Matthew Rettig, Chief Executive Officer, meets that definition.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management & Identification of Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and those charged with governance acknowledge and understand that you and those charged with governance have responsibility (1) for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant

to the preparation and fair presentation of the financial statement, such as records, documentation, and other matters.

Management is responsible for adjusting the financial statement to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the Company's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statement taken as a whole.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the Company agrees, subject to prevailing laws and regulations, to release and indemnify SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from and against all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statement, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statement, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

Termination

Upon notice to the Company, SMC may terminate this Agreement if SMC reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is terminated, the Company agrees to compensate SMC for the services performed and expenses incurred through the effective date of termination. Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of the Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitation of liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.

Client Acceptance Matters

SMC is accepting the Company as a client in reliance on information obtained during the course of our client acceptance procedures. Robert M. Semple, CPA, CFE has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the Company's financial statement.

Email Communication

SMC disclaims and waives, and you release SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by SMC in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at the Company's request, any member of the SMC Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of SMC's standard security protocol, the Company acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the SMC Group disclaims, and the Company agrees to release the SMC Group from all liability arising out of or related to the use of such External Computing Options.

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of SMC, constitute confidential, proprietary, and trade secret information, and will be retained by us in accordance with SMC's policies, procedures, and applicable laws.

Reproduction of Auditor's Report

If the Company plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the Company (e.g., by the addition of financial statement and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Potential Future Securities and Exchange Commission ("SEC") Filing

Although we will perform some of our current audit procedures under the standards of the PCAOB, our report will not be compliant with the rules and regulations of the SEC in its issued form and should not be used in conjunction with or included within an SEC registration statement. The Company acknowledges that the independence requirements of the SEC may prevent us from being the Company's independent accountant in a future registration.

Further, the Company acknowledges that financial statements prepared for purposes other than a filing with the SEC (i.e., services for which SMC is engaged under this Agreement) may require additional considerations as a consequence of a future registration; and such additional considerations would necessitate additional auditor attention, a new engagement letter agreement, additional procedures to be performed, and additional fees.

Posting of Auditor's Report and Financial Statement on Your Website

You agree that, if you plan to post an electronic version of the financial statement and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statement and auditor's report on your website and the signed version of the financial statement and auditor's report provided to management by SMC. You also agree to indemnify the SMC Group for all claims that may arise from any differences between the electronic and signed versions.

Review of Documents in Connection with Offering of Partnership Interests or Sale of Securities

The audited financial statement and our report thereon should not be provided or otherwise made available to investors, prospective investors, lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale or exchange of a partnership interest or the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statement (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Company employees and/or customers should be provided to us. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting your Company. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas; however, such other services may not be permitted

under the independence requirements of the SEC and/or PCAOB and therefore should be carefully considered. We will also be pleased, at your request, to attend your directors' and stockholders' meetings.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Company in the performance of our services. Any discussions that you have with personnel of SMC regarding employment could pose a threat to our independence. Moreover, SEC rules, if they should become applicable to this audit engagement, could cause us not to be independent of the Company if, within a restricted period, the Company were to hire, in a financial reporting oversight role, one of the engagement team members currently or previously assigned to the Company's audit. This may include not only current employees of SMC, but also former employees, and employees of other firms who work under our direction. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

We will not perform management functions or make management decisions on behalf of your Company. However, we will provide advice and recommendations to assist management of the Company in performing its functions and fulfilling its responsibilities.

The Company agrees to perform the following functions in connection with our performance of any non-attest services:

- a. Make all management decisions and perform all management functions with respect to any non-attest services provided by us.
- b. Assign Matthew Rettig, CEO, to oversee any non-attest services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of any non-attest services.

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Company must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Limitation of Liability

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the SMC Group, the SMC Group's liability to the Company for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the Company to SMC during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of any member of the SMC Group), or otherwise. In no event shall the SMC Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

Dispute Resolution Procedure

Any dispute or claim between you and SMC arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part

on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within forty-five (45) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators. If the arbitrators selected by the parties fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be in Phoenix, Arizona, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of Arizona (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement. The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

Fees

Our charges to the Company for the services described above for the year ending December 31, 2022 will be \$7,500, plus engagement-related out-of-pocket expenses, travel expenses, and other related costs and expenses incurred to deliver the services described above, including communication, data and technology, printing, and other direct engagement costs, if any. We agree that the fees, including costs and expenses, will not exceed \$7,500 without your prior written consent.

Prior to commencing our services, it is customary for us to obtain a retainer. For this matter, we request a retainer in the amount of \$7,500, which will constitute payment in full for the audit services to be provided by SMC.

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the FASB, SEC, PCAOB, and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.

Our fees and costs will be billed on a monthly or other periodic basis and are due upon receipt. If we do not receive any written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.5% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the Company, you agree to compensate us for all time we expend in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

Assignment

SMC shall have the right to assign its rights to perform a portion of the services described above to any of its affiliates, agents, or contractors (a "Permitted Assignee") without the Company's prior consent. If such assignment is made, the Company agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Company agree otherwise, and we will supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with this Agreement. From time to time, and depending on the circumstances, Permitted Assignees located in other countries may participate in the services we provide to the Company. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the Company's home country, we require that all Permitted Assignees agree to maintain the confidentiality of the Company's information and observe our policies concerning any confidential client information that we provide to them.

The Company may not assign this Agreement to another party without our prior written consent.

Third-Party Use

SMC will perform the professional services provided in connection with this engagement solely for the benefit and use of the Company. SMC does not anticipate and does not authorize reliance by

any other party on its professional services. Any amendment to this provision must be made through a written document signed by the Company and SMC.

Confidentiality

Each of the parties hereto shall treat and keep all of the “Confidential Information” (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. “Confidential Information” means all non-public information that is marked as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies in working paper files retained to comply with a party’s professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party’s normal back-up data storage procedures. Notwithstanding the foregoing, SMC shall have the right to use the Company’s Confidential Information in connection with performing SMC’s obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from SMC’s work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of SMC’s obligations of confidentiality hereunder. SMC shall not share or sell any of the de-identified Company information to third parties and shall store such information in such a way that neither the Company nor any of the Company’s staff or customers can be identified.

Restricted Federal Data

The parties agree that the services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”). For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be

included in the definition of Restricted Data. The Company shall not provide or otherwise make available Restricted Data to SMC unless expressly agreed to in advance in writing by SMC. If the Company becomes aware that any known or suspected Restricted Data will be or has been disclosed to SMC by the Company or otherwise in connection with the Services, the Company will immediately notify SMC in writing and will cease any further transfer of such data unless and until SMC expressly agrees in writing. The Company will fully cooperate with SMC in the investigation of and response to any known or suspected Restricted Data that the Company has disclosed to SMC notwithstanding the foregoing. The Company further agrees that it will be responsible for all fees, costs, and expenses associated with processing of Restricted Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Data.

Licensing Representation

To the extent necessary for SMC to perform its obligations described herein, the Company represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow SMC and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the Company under the Company's third-party services contracts, licenses, or other contracts granting the Company the right to access, use, or receive services or software (each a "Licensing Representation"). Upon SMC's request, the Company will provide SMC any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The Company hereby releases the SMC Group from, and indemnifies the SMC Group for, all claims and liabilities resulting from: (i) SMC's reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by SMC.

Miscellaneous

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the Company. This engagement is a separate and discrete event, and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Company hereby authorizes SMC to participate in such confirmation processes, including through the third party's website (e.g., by entering the Company's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the SMC Group shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, SEC, and PCAOB), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any reason under such applicable laws, regulations, professional standards, published interpretations, or any

reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The Company's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the Company and any Company subsidiary or other affiliate that may rely on the services provided hereunder, or that it shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,

Semple, Marchal & Cooper, LLP

Acknowledged:

Artemis Agricultural Industries, Inc.

By: _____
Matthew Rettig, CEO

Date: _____

Artemis Agricultural Industries Incorporated

Balance Sheet
as of December 31, 2022

SEMPLÉ, MARCHAL & COOPER, LLP

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

7.2 CPA Documents

February 28, 2023

Those Charged with Governance
Artemis Agricultural Industries, Inc.
[REDACTED]
Gilbert, Arizona, 85235

Salutation:

Professional standards require us to advise you of the following matters relating to our recently completed balance sheet-only audit of Artemis Agricultural Industries, Inc. (the “Company”) as of December 31, 2022. The matters discussed herein are those that we have noted as of February 28, 2023 and we have not updated our procedures regarding these matters since that date to the current date.

Our Responsibility Under Generally Accepted Auditing Standards

As stated in our engagement letter dated February 17, 2023, our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether caused by error or fraud. An audit in accordance with generally accepted auditing standards does not provide absolute assurance or guarantee the accuracy of the financial statements and is subject to the inherent risk that errors or fraud, if they exist, have not been detected. Such standards also require that we obtain a sufficient understanding of the Company’s internal control to plan the audit. However, such understanding is required for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Overview of Planned Scope and Timing of the Audit

A discussion was held regarding the planned scope and timing of the audit, the intention of which was to assist those charged with governance in understanding better the consequences of our audit work on your oversight responsibilities along with assisting us in understanding better the Company and its environment. The focus of this discussion included how the risks of material misstatement, whether due to error or fraud, would be addressed and on factors, rather than specific thresholds or amounts, that would impact materiality used in our planning and execution of the audit.

Significant Findings from the Audit

Accounting Policies

We have reviewed the accounting policies that management has identified to be the most critical and concur with management’s assessment.

Management Judgments and Accounting Estimates

Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management’s current judgments. We did not identify any particularly sensitive accounting estimates.

There were no material contingencies, as defined in FASB Statement No. 5, for which we had questions or concerns about the reasonableness of the accounting or the adequacy of the consolidated financial statement disclosure.

Misstatements

Professional standards require the auditor to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Additionally, we are required to communicate with those charged with governance uncorrected misstatements and the effect that they may have on the opinion in the auditor's report and request their correction.

During our audit, no material corrected misstatements or unrecorded misstatements were brought to the attention of management by us.

Discussion about the Quality of Significant Accounting Practices

In accordance with applicable auditing standards, a discussion was held regarding the quality of the Company's significant accounting practices, which included the Company's significant accounting practices, estimates, and financial statement disclosures.

Adoption of a Change in Accounting Principle

There were no situations involving the adoption of or a change in accounting principles where the application of alternative generally accepted accounting principles, including alternative methods of applying an accounting principle, would have a material effect on the Company's financial statements.

Disagreements with Management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the Company's financial statements or the audit report. No such disagreements arose during the course of our audit.

Consultation with Other Accountants

There may be circumstances where the Company considers consulting with other accountants about accounting and auditing matters. We are not aware of any consultations about accounting or auditing matters between management and other accountants. We are also not aware of opinions obtained by management from other accountants on the application of generally accepted accounting principles.

Significant Issues Discussed with Management Prior to Our Retention

Prior to our being retained as auditor for the current fiscal year, there were no significant accounting or other issues of concern discussed with management.

Material Alternative Accounting Treatments Discussed with Management

During the past year, there were no discussions with management concerning material alternative accounting treatments.

Significant Difficulties Encountered in Performing the Audit

There were no significant difficulties encountered during the course of the audit. All records and information requested by BDO Seidman were freely available for inspection. Management and other personnel provided full cooperation.

Representations Requested from Management

Refer to the management representation letter, dated February 28, 2023, that we have provided to those charged with governance.

Other Issues Arising from the Audit that We Consider Significant and Relevant to Those Charged with Governance

There were no other issues arising from the audit that we consider significant and relevant to those charged with governance.

Other Material Written Communications with Management

There is no material written communications to management that we prepared in connection with our annual audit that to provide to those charged with governance.

Internal Control Matters

We did not identify any deficiencies in internal control that we consider to be material weaknesses.

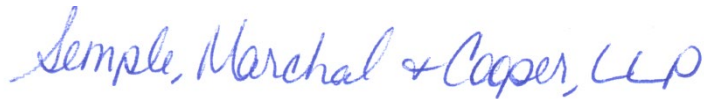
Independence

We are not aware of any circumstances or relationships that would impair our independence.

Should you desire further information concerning these matters, we will be happy to meet with you at your convenience.

This letter is solely for the internal use of those charged with governance and management of Artemis Agricultural Industries, Inc. and should not be distributed to any other persons or used for any other purpose.

Very truly yours,

A handwritten signature in blue ink that reads "Semple, Marchal & Cooper, LLP". The signature is written in a cursive, flowing style.

Semple, Marchal & Cooper, LLP

Independent Auditor's Report

To the Board of Directors of
Artemis Agricultural Industries Incorporated

Opinion

We have audited the balance sheet (herein referred to as the “financial statement”) of Artemis Agricultural Industries Incorporated (the “Company”) as of December 31, 2022, and the related notes to the financial statement.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Simple, Marchal & Cooper, LLP

Certified Public Accountants

Phoenix, Arizona
February 28, 2023

ARTEMIS AGRICULTURAL INDUSTRIES INCORPORATED**BALANCE SHEET****AS OF DECEMBER 31, 2022****ASSETS****CURRENT ASSETS**

Cash and Cash Equivalents

[REDACTED]

Total Current Assets

[REDACTED]

OTHER ASSETS

Common Stock Subscription Receivable

[REDACTED]

TOTAL ASSETS

[REDACTED]

LIABILITIES & STOCKHOLDERS' EQUITY**CURRENT LIABILITIES**

Loan Payable to Related Party

[REDACTED]

Total Current Liabilities

[REDACTED]

STOCKHOLDERS' EQUITYCommon Stock Subscribed: \$1.00 par value;
200,000 shares authorized but unissued

[REDACTED]

Total Stockholders' Equity

[REDACTED]

TOTAL LIABILITIES & STOCKHOLDERS' EQUITY

[REDACTED]

The accompanying notes are an integral part of the balance sheet.

ORGANIZATION, NATURE OF BUSINESS, AND BASIS OF PRESENTATION

Organization

Artemis Agricultural Industries Incorporated, an Alabama domiciled corporation, was duly formed and organized as a domestic business corporation with a certificate of incorporation in the state of Alabama on October 5, 2022 (the “Company”). The balance sheet as of December 31, 2022, reflects the subscription of common stock by the shareholders at par value, in the principal amount of \$200,000, which is reflected in the financial position of the Company as at December 31, 2022.

The Company operates pursuant to the Alabama law for domestic business corporations, pursuant to sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975. The certificate of incorporation and the filing fees were paid to the Secretary of State and the business corporation was approved effective October 5, 2022.

Artemis Agricultural Industries Incorporated filed its corporate by-laws as an Alabama corporation with the state of Alabama. The registered office of the corporation is [REDACTED] [REDACTED] Huntsville, AL 35803.

Nature of Business

The Company has been tentatively approved for the issuance of a cannabis cultivation, manufacturing, and dispensary operating license. The license was conditionally approved by the state of Alabama, subject to receipt of the audited financial statement of the Company as at December 31, 2022.

The Company will derive its revenues from the cultivation, manufacturing, and distribution through a retail dispensary of its cannabis products. The Company intends to commence operations during the calendar year 2023 and expects to have cultivation, manufacturing and dispensary facilities open and operating during the calendar year 2023.

The state of Alabama approves cannabis licenses for qualified corporations based on the merits of the application submitted, including but not limited to the Applicant’s solvency, stability, suitability, capability, projected efficiency, and experience, both in relation to any baseline set by the Commission as well as in comparison with other Applicants, pursuant to Rule 538-x-.11.

Pursuant to Section 20-2A-56(f), Alabama Code 1975, a license shall be issued annually. Except as otherwise provided in this article, the commission shall renew a license of both of the following requirements are met: (a) the licensee applies to the commission in a timely manner on a renewal form provided by the commission that requires information prescribed in rules and pays the annual license fee and (b) The licensee meets the requirements of this article and any other renewal requirements set forth in the rules.

The Alabama Department of Agriculture and Industry is authorized to regulate the cultivation of cannabis by licensed cultivators or licensed integrated facilities pursuant to Section 20-2A-1 et. Seq., Code of Alabama 1975. The Alabama Medical Cannabis Commission (AMCC) is the state agency created by Act #2021-450 to regulate all other aspects of the medical cannabis industry in Alabama outside of cultivation.

Basis of Presentation

The accompanying balance sheet has been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and includes the accounts of the Company. All related party transactions and balances have been disclosed in the financial statement.

Use of Estimates and Assumptions

The preparation of the balance sheet in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Changes in these estimates and assumptions may have a material impact on the balance sheet and the accompanying notes.

Significant estimates and assumptions include valuing assets and liabilities acquired through business combinations; valuing and estimating useful lives of intangible assets; evaluating recoverability of intangible assets and accounts receivable; estimating future cash flows and valuation-related assumptions associated with goodwill and other asset impairment testing; and the valuation of share-based compensation. The Company will evaluate and update its estimates and assumptions on an ongoing basis and will base its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could differ from these estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Cash balances maintained in federally insured financial institutions are insured up to the FDIC limit of \$250,000. The Company has no uninsured cash or cash equivalents at December 31, 2022.

The Company considers cash equivalents to be cash and all short-term investments that have an original maturity of ninety days or less. Outstanding checks in excess of funds on deposit are classified as current liabilities in the accompanying balance sheet. As of December 31, 2022, the Company had no outstanding checks in excess of funds on deposit.

Accounts Receivable – Allowance for Doubtful Accounts

Accounts receivable will consist of amounts owed to the Company by its customers, sold through its retail operations or through wholesale product distribution. Accounts receivables are generally uncollateralized, and payment is due within 30 to 90 days from the date of the invoice. The Company provides for the possible inability to collect accounts receivable by recording an allowance for doubtful accounts. The Company reserves for an account when it is considered potentially uncollectible. The Company will estimate its allowance for doubtful accounts based on historical experience and will write-off any of the accounts receivable if it determines that the account is uncollectible. The Company has no accounts receivable at December 31, 2022, and therefore has not established an allowance for doubtful accounts at December 31, 2022.

Property and Equipment

Property and equipment will be recorded at cost and depreciated using the straight-line method over their estimated useful lives ranging from three to five years. The Company had not yet acquired or placed in service any property or equipment as of December 31, 2022.

Business Combinations

The Company has not completed any business acquisitions as at December 31, 2022. Any acquisitions by the Company will be recorded as business combinations using the acquisition method of accounting in accordance with ASC 805, *Business Combinations*. Under the acquisition method of accounting, identifiable assets acquired, and liabilities assumed are recorded at their acquisition-date fair values. The excess of the purchase price over the estimated fair value is recorded as goodwill. Changes in the estimated fair values of net assets recorded for acquisitions prior to the finalization of more detailed analysis, but not to exceed one year from the date of acquisition, will adjust the amount of the purchase price allocable to goodwill. Measurement period adjustments are reflected in the period in which they occur.

In valuing trade names, customer lists, and software developed for internal use, the Company will utilize the cost method or variations of the income approach, which relies on historical financial and qualitative information, as well as assumptions and estimates for projected financial information. The Company considers the income approach the most appropriate valuation technique because the inherent value of these assets is their ability to generate current and future income. Projected financial information is subject to risk if estimates are incorrect. The most significant estimate relates to projected revenues and profitability. If the projected revenues and profitability used in the valuation calculations are not met, then the asset could be impaired, and an impairment expense will be recorded at that time.

Goodwill, Trade Name, and Customer Lists

The Company does not have goodwill as of December 31, 2022. If the Company does acquire intangible assets relating to goodwill, it will test goodwill for impairment annually, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or indefinite-lived intangible asset below its carrying value.

Goodwill will be tested for impairment at the reporting unit level using a fair value approach. The Company will first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value, a “Step 0” analysis. If, based on a review of qualitative factors, it is more likely than not that the fair value of a reporting unit is less than its carrying value we perform “Step 1” of the goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. The Company determines the fair value of a reporting unit by estimating the present value of expected future cash flows, discounted by the applicable discount rate. If the carrying value exceeds the fair value, the Company measures the amount of impairment loss, if any, by comparing the implied fair value of the reporting unit goodwill with its carrying amount, the “Step 2” analysis. No impairment charges have been required.

The Company’s trade name has an indefinite life and the costs related to same will not be amortized. Customer lists, if acquired, will be amortized on a straight-line basis based upon their estimated useful life not to exceed fifteen years. The Company will regularly evaluate the amortization period assigned to each intangible asset to ensure that there have not been any events or circumstances that warrant revised estimates of useful lives.

Income Taxes

The Company is a subchapter “C” corporation, which is subject to federal and state income taxes. Accordingly, the Company has followed ASC 740, *Income Taxes*, which provides for income taxes using the liability method, which requires an asset and liability-based approach in accounting for income taxes.

Impairment of Long-Lived Assets

The Company will regularly evaluate whether events and circumstances have occurred that indicate the carrying amount of property and equipment and finite-life intangible assets may not be recoverable. Conditions that could indicate an impairment assessment is needed include a significant decline in the observable market value of an asset or asset group, a significant change in the extent or manner in which an asset or asset group is used, or a significant adverse change that would indicate that the carrying amount of an asset or asset group is not recoverable. When factors indicate that these long-lived assets or asset groups should be evaluated for possible impairment, the Company assesses the potential impairment by determining whether the carrying value of such long-lived assets or asset groups will be recovered through the future undiscounted cash flows expected from use of the asset or asset group and its eventual disposition. If the carrying amount of the asset or asset group is determined not to be recoverable, an impairment charge is recorded based on the excess, if any, of the carrying amount over fair value. Fair values are determined based on quoted market values or discounted cash flows analyses as applicable. The Company will regularly evaluate whether events and circumstances have occurred that indicate the useful lives of property and equipment and finite-life intangible assets may warrant revision. The Company has not yet determined the impairment of the carrying values of long-lived assets as of December 31, 2022.

Concentrations

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company’s cash and cash equivalent balances were deposited with financial institutions which management has determined to be high credit quality institutions.

The business of the operating company is conducted using separate third-party credit reporting agency platforms. Dependence on one platform is mitigated by having the other to continue business operations should one of them became unavailable.

Share-Based Compensation

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan (the Plan) in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company accounts for awards in accordance with ASC 718, Compensation — Stock Compensation.

Recent Accounting Pronouncements

The Company has elected the adoption of the Accounting Standards Updates (“ASU”) below, except those where early adoption was both permitted and elected.

In February 2016, the FASB issued ASU 2016-02, *Leases*, and subsequently issued additional ASUs amending this ASU (collectively ASC 842, *Leases*) which amends various aspects of existing guidance for leases. This guidance requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements in the near term because as of December 31, 2022, it does not have any leases. However, if the Company enters into material new leases in the future, this standard will impact the accounting for those arrangements which may have a material effect on future results.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments, which changes the way companies evaluate credit losses for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities will be required to use a new forward-looking expected loss model to evaluate impairment, potentially resulting in earlier recognition of allowances for losses. Enhanced disclosures are also required, including the requirement to disclose the information used to track credit quality by year or origination for most financing receivables. The new standard is effective for fiscal years beginning after December 15, 2022. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements.

2. INCOME TAXES

The Company is a U.S. domiciled C-corporation. The Company's income tax balance sheet account reflects no taxable income and therefore no income taxes payable as of December 31, 2022.

Deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the reported amount of assets and liabilities and their tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The determination of the amount of deferred income tax assets which are more likely than not to be realized is primarily dependent on projections of future earnings, which are subject to uncertainty and estimates that may change given economic conditions and other factors. The realization of deferred income tax assets is assessed, and a valuation allowance is recorded if it is "more likely than not" that all or a portion of the deferred tax asset will not be realized. "More likely than not" is defined as greater than a 50% chance. All available evidence, both positive and negative is considered to determine whether, based on the weight of that evidence, a valuation allowance is needed.

3. STOCKHOLDERS' EQUITY

The Company is governed by corporate by-laws of Artemis Agricultural Industries Incorporated, an Alabama corporation, which currently provides for one class of stock, common voting stock.

Common voting stock: As of December 31, 2022, 200,000 shares of common voting stock were authorized, with no shares issued or outstanding. The common stock has a par value of \$1.00 per share and will be issued subsequent to December 31, 2022. The 200,000 shares have been fully subscribed as at December 31, 2022.

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company has not adopted an incentive plan as of December 31, 2022.

4. RELATED PARTY TRANSACTIONS

The Company has entered into a loan agreement with a related party in the amount of [REDACTED]. The loan is an uncollateralized promissory note. The rate of interest on the outstanding balance of the promissory note is calculated at the rate of [REDACTED] per annum. The loan is payable on or before January 1, 2024, if not sooner paid.

5. SUBSEQUENT EVENTS

The Company has evaluated events that occurred subsequent to December 31, 2022 for potential recognition and disclosure in the balance sheet. Any material subsequent events were evaluated through the date of issuance, February 28, 2023, of this balance sheet.

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 8 – Minimum Operating Capital Requirement

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

12-29-2022

Verification Date

8.1 Minimum Operating Capital Requirement

Capital Structure for Artemis Agricultural Industries, Inc.:

Cash Account Balance: [REDACTED]
Letter of Credit: [REDACTED]
Property Collateral: [REDACTED]
Liabilities: [REDACTED]



Transaction Report

Transaction Report for account [REDACTED]

Reported on Fri Dec 30 21:03:00 GMT 2022

Available Balance [REDACTED]
Opening Ledger \$0 00
Collected Balance [REDACTED]
Current Balance [REDACTED]
Last Activity Date 12/22/2022
Float Amount \$0 00
Hold Amount \$0 00
Last Deposit Amount [REDACTED]
Last Deposit Date 12/22/2022
Credit Line / Overdraft Amount \$0 00
Last Interest Amount Paid \$0 00

Date		Description	Credit	Debit	Calculated Balance
12/22/2022	0	DEPOS T	[REDACTED]		[REDACTED]

SPECIFIC ACCOUNT DETAILS

[Redacted]
Huntsville, AL 35086

Terms following a " " apply only if checked.
Acct: [Redacted]
Acct [Redacted]
Date: 12/19/2022 Rate(s) accrue as of this date.

EARNINGS

- Interest: Variable Rate OR Fixed Rate
The interest rate for your account is %
The interest rate(s) may change.
We will pay the rate(s) on this account
We will not decrease this rate unless we give you at least days' notice in writing.
Tiered rate: The interest rate for your account depends upon the applicable rate tier(s).
Initial rate: The initial interest rate
Variable Rate Determination
At our discretion, we may change the interest rate(s).
The interest rate(s)

Variable Rate Change Frequency

- We may change the interest rate(s) on your account

Variable Rate Change Limitations

- The interest rate will not be less than %
The interest rate will not be more than %

- Credit Against Fees: This account earns a credit that may be applied against
If the amount of the credit exceeds the amount of these fees, you will not receive any credit for the difference.
The earnings credit will be calculated by applying the rate of to the balance in the account for each
The earnings credit rate for this account is
At our discretion and at any time, we may change the rate.

Accrual of Earnings on NonCash Deposits

- Earnings begin to accrue no later than the business day we receive credit for noncash items (for example, checks).
For deposits of noncash items (for example, checks), earnings begin to accrue

Interest Compounding and Crediting

- Interest be compounded
Interest will be credited
Effect of closing - If you close your account before interest is credited, you receive the accrued interest.

Balance Computation Method

- Daily Balance Method. This method applies a daily periodic rate to the principal balance for each day.
Average Daily Balance Method. This method applies a periodic rate to the average daily balance for the

[Redacted]

MINIMUM BALANCE REQUIREMENTS

- Balance to open. You must deposit at least \$ 250.00 to open this account.
Balance to avoid imposition of fees.
To avoid the imposition of the service charge you must meet the following requirement(s):
A of \$ will be imposed every if the balance in the account falls below \$ any day of the
A of \$ will be imposed every if the average daily balance for the falls below \$

A service charge of \$20.00 will be imposed every month if the average daily collected balance falls below \$2,000.00

Balance to obtain earnings.

- You must maintain a minimum balance of \$ to obtain the disclosed rate(s).

ACCOUNT AGREEMENT

[Redacted]
 Huntsville, AL 35086-0000

Agreement Date: 12/19/2022 By: [Redacted]

EXISTING Account - This agreement replaces previous agreement(s).

Account Description: Business Checking

Checking Savings NOW _____

Initial Deposit \$ _____ Source: Other

Ownership of Account - CONSUMER (Select One)

- Single-Party Account Trust-Separate Agreement
- Multiple-Party Account
- Other _____

Rights at Death (Select One)

- Single-Party Account
- Multiple-Party Account With Right of Survivorship
- Multiple-Party Account Without Right of Survivorship
- Single-Party Account With Pay On Death
- Multiple-Party Account With Right of Survivorship and Pay on Death

Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Ownership of Account - BUSINESS Purpose

- Sole Proprietorship Single-Member LLC Partnership
- LLC (LLC tax classification: C Corp S Corp Partnership)
- C Corporation S Corporation Non-Profit
- _____

Business: NURSERY & TREE PRODUCTION

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

By signing at right, I, ARTEMIS AGRICULTURAL INDUST, certify under penalties of perjury that the statements made in this section are true.

TIN: [Redacted] The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number: [Redacted]

Account Owner(s) Name & Address

ARTEMIS AGRICULTURAL INDUSTRIES INC
 [Redacted]
 HUNTSVILLE, AL 35803

Additional Information:

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features Specific Account Details

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]

GWENDOLYN L GUNN
 I.D. # XXX-XX-[Redacted] D.O.B. [Redacted] 1949

(2): [X]

MARTIN F SCHREEDER MD
 I.D. # XXX-XX-[Redacted] D.O.B. [Redacted] 1983

(3): [X]

I.D. # _____ D.O.B. _____

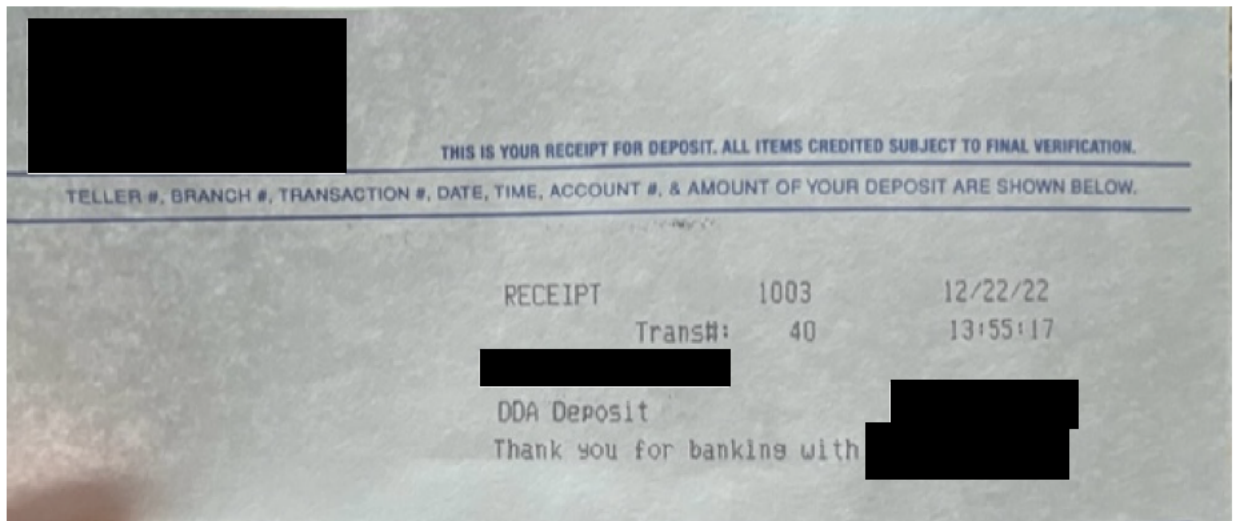
(4): [X]

I.D. # _____ D.O.B. _____

Agency Designation (Optional). To Add Agency Designation To Account, Name One or More Agents:

(Select One):

- Agency Designation Survives Disability or Incapacity of Parties
- Agency Designation Terminates on Disability or Incapacity of Parties



CONTINENTAL HERITAGE INSURANCE COMPANY
ORANGE VILLAGE, OH
POWER OF ATTORNEY

POWER NO. AAIFormM

KNOW ALL MEN BY THESE PRESENTS: That the Continental Heritage Insurance Company, a corporation in the State of Florida, does hereby nominate, constitute and appoint: **** **Brian D. Rehfluss** ****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Two Million and 00/100 Dollars (\$2,000,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Continental Heritage Insurance Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 27th day of August, 2021.

CONTINENTAL HERITAGE INSURANCE COMPANY



By: [Signature]
Sean T. O'Brien, President

By: [Signature]
Alfred Shikany, Secretary

Notary Public)
State of Florida) SS:

On this 27th day of August, 2021, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Adam Hall and Sean T. O'Brien of the Continental Heritage Insurance Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Orange Village, Ohio, the day and year above written.



JENNIFER LIOTTA-HARRIS
Notary Public, State of Ohio
My Commission Expires
January 22, 2024

[Signature]
Jennifer Liotta-Harris, Notary Public
My Commission Expires January 22, 2024

State of Ohio) SS:


I, the undersigned, Secretary of the Continental Heritage Insurance Company, a stock corporation of the State of Florida, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth herein above, is now in force.
Signed and sealed in Orange Village, Ohio this 29th day of December, 2022.



[Signature]
Alfred Shikany, Secretary

AM Best Rating Services

Continental Heritage Insurance Company

BestLink  AMB #: 001933 NAIC #: 39551 FEIN #: 870363183

Administrative Office
 200 Park Avenue Suite 400
 Orange Village, Ohio 44122
[United States](#)

Web: www.continentalheritage.com

Phone: 440-995-1420

Fax: 216-938-6952

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news](#), [reports](#) and [products](#) for this company.

Based on AM Best's analysis, [058597 - Continental Heritage Hldg Co. LLC](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category):	A- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 25, 2022
Initial Rating Date:	June 30, 1991

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Maurice Thomas
Associate Director : Christopher Dregli, CPCU
Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 25, 2022
Initial Rating Date:	April 03, 2008

Disclosure Information

Disclosure Information Form
 View AM Best's [Rating Disclosure Form](#)
 View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category: VI (\$25 Million to \$50 Million)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1991.

Financial Strength Rating

Effective Date	Rating
May 25, 2022	A-
May 11, 2021	A-
April 21, 2020	A-
April 04, 2019	A-
April 17, 2018	A-

Long-Term Issuer Credit Rating

Effective Date	Rating
May 25, 2022	a-
May 11, 2021	a-
April 21, 2020	a-
April 04, 2019	a-
April 17, 2018	a-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

Press Releases

Date	Title
May 10, 2013	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
Jan 26, 2012	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
Jan 26, 2012	A.M. Best Revises Outlook to Stable for Continental Heritage Insurance Company
Apr 30, 2004	A.M. Best Places Ratings of Century Under Review

European Union Disclosures
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United Kingdom Disclosures
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Australian Disclosures
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February 17, 2023

Artemis Agricultural Industries, Inc.
c/o Mr. Matthew Rettig, CEO
[REDACTED]
Gilbert, Arizona, 85235
[REDACTED]

Dear Mr. Rettig:

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, Semple, Marchal & Cooper, LLP (“SMC” or “we”) will audit the financial statement of Artemis Agricultural Industries, Inc. (the “Company” or “you”), which comprises the balance sheet as of December 31, 2022 and the related notes to the financial statement. The objective of our audit is to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

Responsibilities of Semple, Marchal & Cooper, LLP

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we will

express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we identify during our audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statement and, therefore, will not include a detailed check of all of your Company's transactions for the period. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statement. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention, unless they are clearly inconsequential. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit, we will communicate to those charged with governance (as defined below) all uncorrected misstatements.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the Company and obligations related to the accountability of the Company, including overseeing the financial reporting process. For the Company, we agree that Matthew Rettig, Chief Executive Officer, meets that definition.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management & Identification of Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and those charged with governance acknowledge and understand that you and those charged with governance have responsibility (1) for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant

to the preparation and fair presentation of the financial statement, such as records, documentation, and other matters.

Management is responsible for adjusting the financial statement to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the Company's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statement taken as a whole.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the Company agrees, subject to prevailing laws and regulations, to release and indemnify SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from and against all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statement, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statement, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

Termination

Upon notice to the Company, SMC may terminate this Agreement if SMC reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is terminated, the Company agrees to compensate SMC for the services performed and expenses incurred through the effective date of termination. Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of the Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitation of liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.

Client Acceptance Matters

SMC is accepting the Company as a client in reliance on information obtained during the course of our client acceptance procedures. Robert M. Semple, CPA, CFE has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the Company's financial statement.

Email Communication

SMC disclaims and waives, and you release SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by SMC in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at the Company's request, any member of the SMC Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of SMC's standard security protocol, the Company acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the SMC Group disclaims, and the Company agrees to release the SMC Group from all liability arising out of or related to the use of such External Computing Options.

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of SMC, constitute confidential, proprietary, and trade secret information, and will be retained by us in accordance with SMC's policies, procedures, and applicable laws.

Reproduction of Auditor's Report

If the Company plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the Company (e.g., by the addition of financial statement and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Potential Future Securities and Exchange Commission ("SEC") Filing

Although we will perform some of our current audit procedures under the standards of the PCAOB, our report will not be compliant with the rules and regulations of the SEC in its issued form and should not be used in conjunction with or included within an SEC registration statement. The Company acknowledges that the independence requirements of the SEC may prevent us from being the Company's independent accountant in a future registration.

Further, the Company acknowledges that financial statements prepared for purposes other than a filing with the SEC (i.e., services for which SMC is engaged under this Agreement) may require additional considerations as a consequence of a future registration; and such additional considerations would necessitate additional auditor attention, a new engagement letter agreement, additional procedures to be performed, and additional fees.

Posting of Auditor's Report and Financial Statement on Your Website

You agree that, if you plan to post an electronic version of the financial statement and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statement and auditor's report on your website and the signed version of the financial statement and auditor's report provided to management by SMC. You also agree to indemnify the SMC Group for all claims that may arise from any differences between the electronic and signed versions.

Review of Documents in Connection with Offering of Partnership Interests or Sale of Securities

The audited financial statement and our report thereon should not be provided or otherwise made available to investors, prospective investors, lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale or exchange of a partnership interest or the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statement (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Company employees and/or customers should be provided to us. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting your Company. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas; however, such other services may not be permitted

under the independence requirements of the SEC and/or PCAOB and therefore should be carefully considered. We will also be pleased, at your request, to attend your directors' and stockholders' meetings.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Company in the performance of our services. Any discussions that you have with personnel of SMC regarding employment could pose a threat to our independence. Moreover, SEC rules, if they should become applicable to this audit engagement, could cause us not to be independent of the Company if, within a restricted period, the Company were to hire, in a financial reporting oversight role, one of the engagement team members currently or previously assigned to the Company's audit. This may include not only current employees of SMC, but also former employees, and employees of other firms who work under our direction. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

We will not perform management functions or make management decisions on behalf of your Company. However, we will provide advice and recommendations to assist management of the Company in performing its functions and fulfilling its responsibilities.

The Company agrees to perform the following functions in connection with our performance of any non-attest services:

- a. Make all management decisions and perform all management functions with respect to any non-attest services provided by us.
- b. Assign Matthew Rettig, CEO, to oversee any non-attest services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of any non-attest services.

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Company must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Limitation of Liability

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the SMC Group, the SMC Group's liability to the Company for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the Company to SMC during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of any member of the SMC Group), or otherwise. In no event shall the SMC Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

Dispute Resolution Procedure

Any dispute or claim between you and SMC arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part

on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within forty-five (45) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators. If the arbitrators selected by the parties fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be in Phoenix, Arizona, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of Arizona (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement. The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

Fees

Our charges to the Company for the services described above for the year ending December 31, 2022 will be \$7,500, plus engagement-related out-of-pocket expenses, travel expenses, and other related costs and expenses incurred to deliver the services described above, including communication, data and technology, printing, and other direct engagement costs, if any. We agree that the fees, including costs and expenses, will not exceed \$7,500 without your prior written consent.

Prior to commencing our services, it is customary for us to obtain a retainer. For this matter, we request a retainer in the amount of \$7,500, which will constitute payment in full for the audit services to be provided by SMC.

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the FASB, SEC, PCAOB, and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.

Our fees and costs will be billed on a monthly or other periodic basis and are due upon receipt. If we do not receive any written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.5% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the Company, you agree to compensate us for all time we expend in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

Assignment

SMC shall have the right to assign its rights to perform a portion of the services described above to any of its affiliates, agents, or contractors (a "Permitted Assignee") without the Company's prior consent. If such assignment is made, the Company agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Company agree otherwise, and we will supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with this Agreement. From time to time, and depending on the circumstances, Permitted Assignees located in other countries may participate in the services we provide to the Company. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the Company's home country, we require that all Permitted Assignees agree to maintain the confidentiality of the Company's information and observe our policies concerning any confidential client information that we provide to them.

The Company may not assign this Agreement to another party without our prior written consent.

Third-Party Use

SMC will perform the professional services provided in connection with this engagement solely for the benefit and use of the Company. SMC does not anticipate and does not authorize reliance by

any other party on its professional services. Any amendment to this provision must be made through a written document signed by the Company and SMC.

Confidentiality

Each of the parties hereto shall treat and keep all of the “Confidential Information” (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. “Confidential Information” means all non-public information that is marked as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies in working paper files retained to comply with a party’s professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party’s normal back-up data storage procedures. Notwithstanding the foregoing, SMC shall have the right to use the Company’s Confidential Information in connection with performing SMC’s obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from SMC’s work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of SMC’s obligations of confidentiality hereunder. SMC shall not share or sell any of the de-identified Company information to third parties and shall store such information in such a way that neither the Company nor any of the Company’s staff or customers can be identified.

Restricted Federal Data

The parties agree that the services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”). For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be

included in the definition of Restricted Data. The Company shall not provide or otherwise make available Restricted Data to SMC unless expressly agreed to in advance in writing by SMC. If the Company becomes aware that any known or suspected Restricted Data will be or has been disclosed to SMC by the Company or otherwise in connection with the Services, the Company will immediately notify SMC in writing and will cease any further transfer of such data unless and until SMC expressly agrees in writing. The Company will fully cooperate with SMC in the investigation of and response to any known or suspected Restricted Data that the Company has disclosed to SMC notwithstanding the foregoing. The Company further agrees that it will be responsible for all fees, costs, and expenses associated with processing of Restricted Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Data.

Licensing Representation

To the extent necessary for SMC to perform its obligations described herein, the Company represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow SMC and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the Company under the Company's third-party services contracts, licenses, or other contracts granting the Company the right to access, use, or receive services or software (each a "Licensing Representation"). Upon SMC's request, the Company will provide SMC any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The Company hereby releases the SMC Group from, and indemnifies the SMC Group for, all claims and liabilities resulting from: (i) SMC's reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by SMC.

Miscellaneous

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the Company. This engagement is a separate and discrete event, and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Company hereby authorizes SMC to participate in such confirmation processes, including through the third party's website (e.g., by entering the Company's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the SMC Group shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, SEC, and PCAOB), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any reason under such applicable laws, regulations, professional standards, published interpretations, or any

reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The Company's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the Company and any Company subsidiary or other affiliate that may rely on the services provided hereunder, or that it shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,



Semple, Marchal & Cooper, LLP

Acknowledged:

Artemis Agricultural Industries, Inc.

By: _____
Matthew Rettig, CEO

Date: _____

Artemis Agricultural Industries Incorporated

Balance Sheet
as of December 31, 2022

SEMPLÉ, MARCHAL & COOPER, LLP

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

A COMMITMENT TO EXCELLENCE

Independent Auditor's Report

To the Board of Directors of
Artemis Agricultural Industries Incorporated

Opinion

We have audited the balance sheet (herein referred to as the “financial statement”) of Artemis Agricultural Industries Incorporated (the “Company”) as of December 31, 2022, and the related notes to the financial statement.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Certified Public Accountants

Phoenix, Arizona
February 28, 2023

ARTEMIS AGRICULTURAL INDUSTRIES INCORPORATED**BALANCE SHEET****AS OF DECEMBER 31, 2022****ASSETS****CURRENT ASSETS**

Cash and Cash Equivalents

[REDACTED]

Total Current Assets

[REDACTED]

OTHER ASSETS

Common Stock Subscription Receivable

[REDACTED]

TOTAL ASSETS

[REDACTED]

LIABILITIES & STOCKHOLDERS' EQUITY**CURRENT LIABILITIES**

Loan Payable to Related Party

[REDACTED]

Total Current Liabilities

[REDACTED]

STOCKHOLDERS' EQUITYCommon Stock Subscribed: \$1.00 par value;
200,000 shares authorized but unissued

[REDACTED]

Total Stockholders' Equity

[REDACTED]

TOTAL LIABILITIES & STOCKHOLDERS' EQUITY

[REDACTED]

The accompanying notes are an integral part of the balance sheet.

ORGANIZATION, NATURE OF BUSINESS, AND BASIS OF PRESENTATION

Organization

Artemis Agricultural Industries Incorporated, an Alabama domiciled corporation, was duly formed and organized as a domestic business corporation with a certificate of incorporation in the state of Alabama on October 5, 2022 (the “Company”). The balance sheet as of December 31, 2022, reflects the subscription of common stock by the shareholders at par value, in the principal amount of \$200,000, which is reflected in the financial position of the Company as at December 31, 2022.

The Company operates pursuant to the Alabama law for domestic business corporations, pursuant to sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975. The certificate of incorporation and the filing fees were paid to the Secretary of State and the business corporation was approved effective October 5, 2022.

Artemis Agricultural Industries Incorporated filed its corporate by-laws as an Alabama corporation with the state of Alabama. The registered office of the corporation is [REDACTED], Huntsville, AL 35803.

Nature of Business

The Company has been tentatively approved for the issuance of a cannabis cultivation, manufacturing, and dispensary operating license. The license was conditionally approved by the state of Alabama, subject to receipt of the audited financial statement of the Company as at December 31, 2022.

The Company will derive its revenues from the cultivation, manufacturing, and distribution through a retail dispensary of its cannabis products. The Company intends to commence operations during the calendar year 2023 and expects to have cultivation, manufacturing and dispensary facilities open and operating during the calendar year 2023.

The state of Alabama approves cannabis licenses for qualified corporations based on the merits of the application submitted, including but not limited to the Applicant’s solvency, stability, suitability, capability, projected efficiency, and experience, both in relation to any baseline set by the Commission as well as in comparison with other Applicants, pursuant to Rule 538-x-.11.

Pursuant to Section 20-2A-56(f), Alabama Code 1975, a license shall be issued annually. Except as otherwise provided in this article, the commission shall renew a license of both of the following requirements are met: (a) the licensee applies to the commission in a timely manner on a renewal form provided by the commission that requires information prescribed in rules and pays the annual license fee and (b) The licensee meets the requirements of this article and any other renewal requirements set forth in the rules.

The Alabama Department of Agriculture and Industry is authorized to regulate the cultivation of cannabis by licensed cultivators or licensed integrated facilities pursuant to Section 20-2A-1 et. Seq., Code of Alabama 1975. The Alabama Medical Cannabis Commission (AMCC) is the state agency created by Act #2021-450 to regulate all other aspects of the medical cannabis industry in Alabama outside of cultivation.

Basis of Presentation

The accompanying balance sheet has been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and includes the accounts of the Company. All related party transactions and balances have been disclosed in the financial statement.

Use of Estimates and Assumptions

The preparation of the balance sheet in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Changes in these estimates and assumptions may have a material impact on the balance sheet and the accompanying notes.

Significant estimates and assumptions include valuing assets and liabilities acquired through business combinations; valuing and estimating useful lives of intangible assets; evaluating recoverability of intangible assets and accounts receivable; estimating future cash flows and valuation-related assumptions associated with goodwill and other asset impairment testing; and the valuation of share-based compensation. The Company will evaluate and update its estimates and assumptions on an ongoing basis and will base its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could differ from these estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Cash balances maintained in federally insured financial institutions are insured up to the FDIC limit of \$250,000. The Company has no uninsured cash or cash equivalents at December 31, 2022.

The Company considers cash equivalents to be cash and all short-term investments that have an original maturity of ninety days or less. Outstanding checks in excess of funds on deposit are classified as current liabilities in the accompanying balance sheet. As of December 31, 2022, the Company had no outstanding checks in excess of funds on deposit.

Accounts Receivable – Allowance for Doubtful Accounts

Accounts receivable will consist of amounts owed to the Company by its customers, sold through its retail operations or through wholesale product distribution. Accounts receivables are generally uncollateralized, and payment is due within 30 to 90 days from the date of the invoice. The Company provides for the possible inability to collect accounts receivable by recording an allowance for doubtful accounts. The Company reserves for an account when it is considered potentially uncollectible. The Company will estimate its allowance for doubtful accounts based on historical experience and will write-off any of the accounts receivable if it determines that the account is uncollectible. The Company has no accounts receivable at December 31, 2022, and therefore has not established an allowance for doubtful accounts at December 31, 2022.

Property and Equipment

Property and equipment will be recorded at cost and depreciated using the straight-line method over their estimated useful lives ranging from three to five years. The Company had not yet acquired or placed in service any property or equipment as of December 31, 2022.

Business Combinations

The Company has not completed any business acquisitions as at December 31, 2022. Any acquisitions by the Company will be recorded as business combinations using the acquisition method of accounting in accordance with ASC 805, *Business Combinations*. Under the acquisition method of accounting, identifiable assets acquired, and liabilities assumed are recorded at their acquisition-date fair values. The excess of the purchase price over the estimated fair value is recorded as goodwill. Changes in the estimated fair values of net assets recorded for acquisitions prior to the finalization of more detailed analysis, but not to exceed one year from the date of acquisition, will adjust the amount of the purchase price allocable to goodwill. Measurement period adjustments are reflected in the period in which they occur.

In valuing trade names, customer lists, and software developed for internal use, the Company will utilize the cost method or variations of the income approach, which relies on historical financial and qualitative information, as well as assumptions and estimates for projected financial information. The Company considers the income approach the most appropriate valuation technique because the inherent value of these assets is their ability to generate current and future income. Projected financial information is subject to risk if estimates are incorrect. The most significant estimate relates to projected revenues and profitability. If the projected revenues and profitability used in the valuation calculations are not met, then the asset could be impaired, and an impairment expense will be recorded at that time.

Goodwill, Trade Name, and Customer Lists

The Company does not have goodwill as of December 31, 2022. If the Company does acquire intangible assets relating to goodwill, it will test goodwill for impairment annually, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or indefinite-lived intangible asset below its carrying value.

Goodwill will be tested for impairment at the reporting unit level using a fair value approach. The Company will first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value, a “Step 0” analysis. If, based on a review of qualitative factors, it is more likely than not that the fair value of a reporting unit is less than its carrying value we perform “Step 1” of the goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. The Company determines the fair value of a reporting unit by estimating the present value of expected future cash flows, discounted by the applicable discount rate. If the carrying value exceeds the fair value, the Company measures the amount of impairment loss, if any, by comparing the implied fair value of the reporting unit goodwill with its carrying amount, the “Step 2” analysis. No impairment charges have been required.

The Company’s trade name has an indefinite life and the costs related to same will not be amortized. Customer lists, if acquired, will be amortized on a straight-line basis based upon their estimated useful life not to exceed fifteen years. The Company will regularly evaluate the amortization period assigned to each intangible asset to ensure that there have not been any events or circumstances that warrant revised estimates of useful lives.

Income Taxes

The Company is a subchapter “C” corporation, which is subject to federal and state income taxes. Accordingly, the Company has followed ASC 740, *Income Taxes*, which provides for income taxes using the liability method, which requires an asset and liability-based approach in accounting for income taxes.

Impairment of Long-Lived Assets

The Company will regularly evaluate whether events and circumstances have occurred that indicate the carrying amount of property and equipment and finite-life intangible assets may not be recoverable. Conditions that could indicate an impairment assessment is needed include a significant decline in the observable market value of an asset or asset group, a significant change in the extent or manner in which an asset or asset group is used, or a significant adverse change that would indicate that the carrying amount of an asset or asset group is not recoverable. When factors indicate that these long-lived assets or asset groups should be evaluated for possible impairment, the Company assesses the potential impairment by determining whether the carrying value of such long-lived assets or asset groups will be recovered through the future undiscounted cash flows expected from use of the asset or asset group and its eventual disposition. If the carrying amount of the asset or asset group is determined not to be recoverable, an impairment charge is recorded based on the excess, if any, of the carrying amount over fair value. Fair values are determined based on quoted market values or discounted cash flows analyses as applicable. The Company will regularly evaluate whether events and circumstances have occurred that indicate the useful lives of property and equipment and finite-life intangible assets may warrant revision. The Company has not yet determined the impairment of the carrying values of long-lived assets as of December 31, 2022.

Concentrations

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company’s cash and cash equivalent balances were deposited with financial institutions which management has determined to be high credit quality institutions.

The business of the operating company is conducted using separate third-party credit reporting agency platforms. Dependence on one platform is mitigated by having the other to continue business operations should one of them became unavailable.

Share-Based Compensation

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan (the Plan) in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company accounts for awards in accordance with ASC 718, Compensation — Stock Compensation.

Recent Accounting Pronouncements

The Company has elected the adoption of the Accounting Standards Updates (“ASU”) below, except those where early adoption was both permitted and elected.

In February 2016, the FASB issued ASU 2016-02, *Leases*, and subsequently issued additional ASUs amending this ASU (collectively ASC 842, *Leases*) which amends various aspects of existing guidance for leases. This guidance requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements in the near term because as of December 31, 2022, it does not have any leases. However, if the Company enters into material new leases in the future, this standard will impact the accounting for those arrangements which may have a material effect on future results.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments, which changes the way companies evaluate credit losses for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities will be required to use a new forward-looking expected loss model to evaluate impairment, potentially resulting in earlier recognition of allowances for losses. Enhanced disclosures are also required, including the requirement to disclose the information used to track credit quality by year or origination for most financing receivables. The new standard is effective for fiscal years beginning after December 15, 2022. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements.

2. INCOME TAXES

The Company is a U.S. domiciled C-corporation. The Company's income tax balance sheet account reflects no taxable income and therefore no income taxes payable as of December 31, 2022.

Deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the reported amount of assets and liabilities and their tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The determination of the amount of deferred income tax assets which are more likely than not to be realized is primarily dependent on projections of future earnings, which are subject to uncertainty and estimates that may change given economic conditions and other factors. The realization of deferred income tax assets is assessed, and a valuation allowance is recorded if it is "more likely than not" that all or a portion of the deferred tax asset will not be realized. "More likely than not" is defined as greater than a 50% chance. All available evidence, both positive and negative is considered to determine whether, based on the weight of that evidence, a valuation allowance is needed.

3. STOCKHOLDERS' EQUITY

The Company is governed by corporate by-laws of Artemis Agricultural Industries Incorporated, an Alabama corporation, which currently provides for one class of stock, common voting stock.

Common voting stock: As of December 31, 2022, 200,000 shares of common voting stock were authorized, with no shares issued or outstanding. The common stock has a par value of \$1.00 per share and will be issued subsequent to December 31, 2022. The 200,000 shares have been fully subscribed as at December 31, 2022.

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company has not adopted an incentive plan as of December 31, 2022.

4. RELATED PARTY TRANSACTIONS

The Company has entered into a loan agreement with a related party in the amount of [REDACTED]. The loan is an uncollateralized promissory note. The rate of interest on the outstanding balance of the promissory note is calculated at the rate of [REDACTED] per annum. The loan is payable on or before January 1, 2024, if not sooner paid.

5. SUBSEQUENT EVENTS

The Company has evaluated events that occurred subsequent to December 31, 2022 for potential recognition and disclosure in the balance sheet. Any material subsequent events were evaluated through the date of issuance, February 28, 2023, of this balance sheet.

February 28, 2023

Those Charged with Governance
Artemis Agricultural Industries, Inc.
[REDACTED]
Gilbert, Arizona, 85235

Salutation:

Professional standards require us to advise you of the following matters relating to our recently completed balance sheet-only audit of Artemis Agricultural Industries, Inc. (the “Company”) as of December 31, 2022. The matters discussed herein are those that we have noted as of February 28, 2023 and we have not updated our procedures regarding these matters since that date to the current date.

Our Responsibility Under Generally Accepted Auditing Standards

As stated in our engagement letter dated February 17, 2023, our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether caused by error or fraud. An audit in accordance with generally accepted auditing standards does not provide absolute assurance or guarantee the accuracy of the financial statements and is subject to the inherent risk that errors or fraud, if they exist, have not been detected. Such standards also require that we obtain a sufficient understanding of the Company’s internal control to plan the audit. However, such understanding is required for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Overview of Planned Scope and Timing of the Audit

A discussion was held regarding the planned scope and timing of the audit, the intention of which was to assist those charged with governance in understanding better the consequences of our audit work on your oversight responsibilities along with assisting us in understanding better the Company and its environment. The focus of this discussion included how the risks of material misstatement, whether due to error or fraud, would be addressed and on factors, rather than specific thresholds or amounts, that would impact materiality used in our planning and execution of the audit.

Significant Findings from the Audit

Accounting Policies

We have reviewed the accounting policies that management has identified to be the most critical and concur with management’s assessment.

Management Judgments and Accounting Estimates

Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management’s current judgments. We did not identify any particularly sensitive accounting estimates.

There were no material contingencies, as defined in FASB Statement No. 5, for which we had questions or concerns about the reasonableness of the accounting or the adequacy of the consolidated financial statement disclosure.

Misstatements

Professional standards require the auditor to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Additionally, we are required to communicate with those charged with governance uncorrected misstatements and the effect that they may have on the opinion in the auditor's report and request their correction.

During our audit, no material corrected misstatements or unrecorded misstatements were brought to the attention of management by us.

Discussion about the Quality of Significant Accounting Practices

In accordance with applicable auditing standards, a discussion was held regarding the quality of the Company's significant accounting practices, which included the Company's significant accounting practices, estimates, and financial statement disclosures.

Adoption of a Change in Accounting Principle

There were no situations involving the adoption of or a change in accounting principles where the application of alternative generally accepted accounting principles, including alternative methods of applying an accounting principle, would have a material effect on the Company's financial statements.

Disagreements with Management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the Company's financial statements or the audit report. No such disagreements arose during the course of our audit.

Consultation with Other Accountants

There may be circumstances where the Company considers consulting with other accountants about accounting and auditing matters. We are not aware of any consultations about accounting or auditing matters between management and other accountants. We are also not aware of opinions obtained by management from other accountants on the application of generally accepted accounting principles.

Significant Issues Discussed with Management Prior to Our Retention

Prior to our being retained as auditor for the current fiscal year, there were no significant accounting or other issues of concern discussed with management.

Material Alternative Accounting Treatments Discussed with Management

During the past year, there were no discussions with management concerning material alternative accounting treatments.

Significant Difficulties Encountered in Performing the Audit

There were no significant difficulties encountered during the course of the audit. All records and information requested by BDO Seidman were freely available for inspection. Management and other personnel provided full cooperation.

Representations Requested from Management

Refer to the management representation letter, dated February 28, 2023, that we have provided to those charged with governance.

License Type: Integrated License

Other Issues Arising from the Audit that We Consider Significant and Relevant to Those Charged with Governance

There were no other issues arising from the audit that we consider significant and relevant to those charged with governance.

Other Material Written Communications with Management

There is no material written communications to management that we prepared in connection with our annual audit that to provide to those charged with governance.

Internal Control Matters

We did not identify any deficiencies in internal control that we consider to be material weaknesses.

Independence

We are not aware of any circumstances or relationships that would impair our independence.

Should you desire further information concerning these matters, we will be happy to meet with you at your convenience.

This letter is solely for the internal use of those charged with governance and management of Artemis Agricultural Industries, Inc. and should not be distributed to any other persons or used for any other purpose.

Very truly yours,

A handwritten signature in blue ink that reads "Semple, Marchal & Cooper, LLP". The signature is written in a cursive, flowing style.

Semple, Marchal & Cooper, LLP

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 9 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

12-29-2022

Verification Date

9.1 CPA documents

February 17, 2023

Artemis Agricultural Industries, Inc.
c/o Mr. Matthew Rettig, CEO
[REDACTED]
Gilbert, Arizona, 85235
[REDACTED]

Dear Mr. Rettig:

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, Semple, Marchal & Cooper, LLP (“SMC” or “we”) will audit the financial statement of Artemis Agricultural Industries, Inc. (the “Company” or “you”), which comprises the balance sheet as of December 31, 2022 and the related notes to the financial statement. The objective of our audit is to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

Responsibilities of Semple, Marchal & Cooper, LLP

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we will

express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we identify during our audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statement and, therefore, will not include a detailed check of all of your Company's transactions for the period. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statement. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention, unless they are clearly inconsequential. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit, we will communicate to those charged with governance (as defined below) all uncorrected misstatements.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the Company and obligations related to the accountability of the Company, including overseeing the financial reporting process. For the Company, we agree that Matthew Rettig, Chief Executive Officer, meets that definition.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management & Identification of Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and those charged with governance acknowledge and understand that you and those charged with governance have responsibility (1) for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant

to the preparation and fair presentation of the financial statement, such as records, documentation, and other matters.

Management is responsible for adjusting the financial statement to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the Company's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statement taken as a whole.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the Company agrees, subject to prevailing laws and regulations, to release and indemnify SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from and against all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statement, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statement, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

Termination

Upon notice to the Company, SMC may terminate this Agreement if SMC reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is terminated, the Company agrees to compensate SMC for the services performed and expenses incurred through the effective date of termination. Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of the Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitation of liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.

Client Acceptance Matters

SMC is accepting the Company as a client in reliance on information obtained during the course of our client acceptance procedures. Robert M. Semple, CPA, CFE has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the Company's financial statement.

Email Communication

SMC disclaims and waives, and you release SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by SMC in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at the Company's request, any member of the SMC Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of SMC's standard security protocol, the Company acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the SMC Group disclaims, and the Company agrees to release the SMC Group from all liability arising out of or related to the use of such External Computing Options.

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of SMC, constitute confidential, proprietary, and trade secret information, and will be retained by us in accordance with SMC's policies, procedures, and applicable laws.

Reproduction of Auditor's Report

If the Company plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the Company (e.g., by the addition of financial statement and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Potential Future Securities and Exchange Commission ("SEC") Filing

Although we will perform some of our current audit procedures under the standards of the PCAOB, our report will not be compliant with the rules and regulations of the SEC in its issued form and should not be used in conjunction with or included within an SEC registration statement. The Company acknowledges that the independence requirements of the SEC may prevent us from being the Company's independent accountant in a future registration.

Further, the Company acknowledges that financial statements prepared for purposes other than a filing with the SEC (i.e., services for which SMC is engaged under this Agreement) may require additional considerations as a consequence of a future registration; and such additional considerations would necessitate additional auditor attention, a new engagement letter agreement, additional procedures to be performed, and additional fees.

Posting of Auditor's Report and Financial Statement on Your Website

You agree that, if you plan to post an electronic version of the financial statement and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statement and auditor's report on your website and the signed version of the financial statement and auditor's report provided to management by SMC. You also agree to indemnify the SMC Group for all claims that may arise from any differences between the electronic and signed versions.

Review of Documents in Connection with Offering of Partnership Interests or Sale of Securities

The audited financial statement and our report thereon should not be provided or otherwise made available to investors, prospective investors, lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale or exchange of a partnership interest or the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statement (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Company employees and/or customers should be provided to us. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting your Company. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas; however, such other services may not be permitted

under the independence requirements of the SEC and/or PCAOB and therefore should be carefully considered. We will also be pleased, at your request, to attend your directors' and stockholders' meetings.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Company in the performance of our services. Any discussions that you have with personnel of SMC regarding employment could pose a threat to our independence. Moreover, SEC rules, if they should become applicable to this audit engagement, could cause us not to be independent of the Company if, within a restricted period, the Company were to hire, in a financial reporting oversight role, one of the engagement team members currently or previously assigned to the Company's audit. This may include not only current employees of SMC, but also former employees, and employees of other firms who work under our direction. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

We will not perform management functions or make management decisions on behalf of your Company. However, we will provide advice and recommendations to assist management of the Company in performing its functions and fulfilling its responsibilities.

The Company agrees to perform the following functions in connection with our performance of any non-attest services:

- a. Make all management decisions and perform all management functions with respect to any non-attest services provided by us.
- b. Assign Matthew Rettig, CEO, to oversee any non-attest services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of any non-attest services.

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Company must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Limitation of Liability

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the SMC Group, the SMC Group's liability to the Company for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the Company to SMC during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of any member of the SMC Group), or otherwise. In no event shall the SMC Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

Dispute Resolution Procedure

Any dispute or claim between you and SMC arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part

on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within forty-five (45) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators. If the arbitrators selected by the parties fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be in Phoenix, Arizona, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of Arizona (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement. The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

Fees

Our charges to the Company for the services described above for the year ending December 31, 2022 will be \$7,500, plus engagement-related out-of-pocket expenses, travel expenses, and other related costs and expenses incurred to deliver the services described above, including communication, data and technology, printing, and other direct engagement costs, if any. We agree that the fees, including costs and expenses, will not exceed \$7,500 without your prior written consent.

Prior to commencing our services, it is customary for us to obtain a retainer. For this matter, we request a retainer in the amount of \$7,500, which will constitute payment in full for the audit services to be provided by SMC.

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the FASB, SEC, PCAOB, and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.

Our fees and costs will be billed on a monthly or other periodic basis and are due upon receipt. If we do not receive any written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.5% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the Company, you agree to compensate us for all time we expend in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

Assignment

SMC shall have the right to assign its rights to perform a portion of the services described above to any of its affiliates, agents, or contractors (a "Permitted Assignee") without the Company's prior consent. If such assignment is made, the Company agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Company agree otherwise, and we will supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with this Agreement. From time to time, and depending on the circumstances, Permitted Assignees located in other countries may participate in the services we provide to the Company. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the Company's home country, we require that all Permitted Assignees agree to maintain the confidentiality of the Company's information and observe our policies concerning any confidential client information that we provide to them.

The Company may not assign this Agreement to another party without our prior written consent.

Third-Party Use

SMC will perform the professional services provided in connection with this engagement solely for the benefit and use of the Company. SMC does not anticipate and does not authorize reliance by

any other party on its professional services. Any amendment to this provision must be made through a written document signed by the Company and SMC.

Confidentiality

Each of the parties hereto shall treat and keep all of the “Confidential Information” (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. “Confidential Information” means all non-public information that is marked as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies in working paper files retained to comply with a party’s professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party’s normal back-up data storage procedures. Notwithstanding the foregoing, SMC shall have the right to use the Company’s Confidential Information in connection with performing SMC’s obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from SMC’s work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of SMC’s obligations of confidentiality hereunder. SMC shall not share or sell any of the de-identified Company information to third parties and shall store such information in such a way that neither the Company nor any of the Company’s staff or customers can be identified.

Restricted Federal Data

The parties agree that the services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”). For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be

included in the definition of Restricted Data. The Company shall not provide or otherwise make available Restricted Data to SMC unless expressly agreed to in advance in writing by SMC. If the Company becomes aware that any known or suspected Restricted Data will be or has been disclosed to SMC by the Company or otherwise in connection with the Services, the Company will immediately notify SMC in writing and will cease any further transfer of such data unless and until SMC expressly agrees in writing. The Company will fully cooperate with SMC in the investigation of and response to any known or suspected Restricted Data that the Company has disclosed to SMC notwithstanding the foregoing. The Company further agrees that it will be responsible for all fees, costs, and expenses associated with processing of Restricted Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Data.

Licensing Representation

To the extent necessary for SMC to perform its obligations described herein, the Company represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow SMC and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the Company under the Company's third-party services contracts, licenses, or other contracts granting the Company the right to access, use, or receive services or software (each a "Licensing Representation"). Upon SMC's request, the Company will provide SMC any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The Company hereby releases the SMC Group from, and indemnifies the SMC Group for, all claims and liabilities resulting from: (i) SMC's reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by SMC.

Miscellaneous

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the Company. This engagement is a separate and discrete event, and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Company hereby authorizes SMC to participate in such confirmation processes, including through the third party's website (e.g., by entering the Company's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the SMC Group shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, SEC, and PCAOB), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any reason under such applicable laws, regulations, professional standards, published interpretations, or any

reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The Company's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the Company and any Company subsidiary or other affiliate that may rely on the services provided hereunder, or that it shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,



Semple, Marchal & Cooper, LLP

Acknowledged:

Artemis Agricultural Industries, Inc.

By: _____
Matthew Rettig, CEO

Date: _____

Artemis Agricultural Industries Incorporated

Balance Sheet
as of December 31, 2022

SEMPLÉ, MARCHAL & COOPER, LLP

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

A COMMITMENT TO EXCELLENCE

Independent Auditor's Report

To the Board of Directors of
Artemis Agricultural Industries Incorporated

Opinion

We have audited the balance sheet (herein referred to as the “financial statement”) of Artemis Agricultural Industries Incorporated (the “Company”) as of December 31, 2022, and the related notes to the financial statement.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Simple, Marchal & Cooper, LLP

Certified Public Accountants

Phoenix, Arizona
February 28, 2023

ARTEMIS AGRICULTURAL INDUSTRIES INCORPORATED**BALANCE SHEET****AS OF DECEMBER 31, 2022****ASSETS****CURRENT ASSETS**

Cash and Cash Equivalents

[REDACTED]

Total Current Assets

[REDACTED]

OTHER ASSETS

Common Stock Subscription Receivable

[REDACTED]

TOTAL ASSETS

[REDACTED]

LIABILITIES & STOCKHOLDERS' EQUITY**CURRENT LIABILITIES**

Loan Payable to Related Party

[REDACTED]

Total Current Liabilities

[REDACTED]

STOCKHOLDERS' EQUITYCommon Stock Subscribed: \$1.00 par value;
200,000 shares authorized but unissued

[REDACTED]

Total Stockholders' Equity

[REDACTED]

TOTAL LIABILITIES & STOCKHOLDERS' EQUITY

[REDACTED]

The accompanying notes are an integral part of the balance sheet.

ORGANIZATION, NATURE OF BUSINESS, AND BASIS OF PRESENTATION

Organization

Artemis Agricultural Industries Incorporated, an Alabama domiciled corporation, was duly formed and organized as a domestic business corporation with a certificate of incorporation in the state of Alabama on October 5, 2022 (the “Company”). The balance sheet as of December 31, 2022, reflects the subscription of common stock by the shareholders at par value, in the principal amount of \$200,000, which is reflected in the financial position of the Company as at December 31, 2022.

The Company operates pursuant to the Alabama law for domestic business corporations, pursuant to sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975. The certificate of incorporation and the filing fees were paid to the Secretary of State and the business corporation was approved effective October 5, 2022.

Artemis Agricultural Industries Incorporated filed its corporate by-laws as an Alabama corporation with the state of Alabama. The registered office of the corporation is [REDACTED] Huntsville, AL 35803.

Nature of Business

The Company has been tentatively approved for the issuance of a cannabis cultivation, manufacturing, and dispensary operating license. The license was conditionally approved by the state of Alabama, subject to receipt of the audited financial statement of the Company as at December 31, 2022.

The Company will derive its revenues from the cultivation, manufacturing, and distribution through a retail dispensary of its cannabis products. The Company intends to commence operations during the calendar year 2023 and expects to have cultivation, manufacturing and dispensary facilities open and operating during the calendar year 2023.

The state of Alabama approves cannabis licenses for qualified corporations based on the merits of the application submitted, including but not limited to the Applicant’s solvency, stability, suitability, capability, projected efficiency, and experience, both in relation to any baseline set by the Commission as well as in comparison with other Applicants, pursuant to Rule 538-x-.11.

Pursuant to Section 20-2A-56(f), Alabama Code 1975, a license shall be issued annually. Except as otherwise provided in this article, the commission shall renew a license of both of the following requirements are met: (a) the licensee applies to the commission in a timely manner on a renewal form provided by the commission that requires information prescribed in rules and pays the annual license fee and (b) The licensee meets the requirements of this article and any other renewal requirements set forth in the rules.

The Alabama Department of Agriculture and Industry is authorized to regulate the cultivation of cannabis by licensed cultivators or licensed integrated facilities pursuant to Section 20-2A-1 et. Seq., Code of Alabama 1975. The Alabama Medical Cannabis Commission (AMCC) is the state agency created by Act #2021-450 to regulate all other aspects of the medical cannabis industry in Alabama outside of cultivation.

Basis of Presentation

The accompanying balance sheet has been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and includes the accounts of the Company. All related party transactions and balances have been disclosed in the financial statement.

Use of Estimates and Assumptions

The preparation of the balance sheet in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Changes in these estimates and assumptions may have a material impact on the balance sheet and the accompanying notes.

Significant estimates and assumptions include valuing assets and liabilities acquired through business combinations; valuing and estimating useful lives of intangible assets; evaluating recoverability of intangible assets and accounts receivable; estimating future cash flows and valuation-related assumptions associated with goodwill and other asset impairment testing; and the valuation of share-based compensation. The Company will evaluate and update its estimates and assumptions on an ongoing basis and will base its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could differ from these estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Cash balances maintained in federally insured financial institutions are insured up to the FDIC limit of \$250,000. The Company has no uninsured cash or cash equivalents at December 31, 2022.

The Company considers cash equivalents to be cash and all short-term investments that have an original maturity of ninety days or less. Outstanding checks in excess of funds on deposit are classified as current liabilities in the accompanying balance sheet. As of December 31, 2022, the Company had no outstanding checks in excess of funds on deposit.

Accounts Receivable – Allowance for Doubtful Accounts

Accounts receivable will consist of amounts owed to the Company by its customers, sold through its retail operations or through wholesale product distribution. Accounts receivables are generally uncollateralized, and payment is due within 30 to 90 days from the date of the invoice. The Company provides for the possible inability to collect accounts receivable by recording an allowance for doubtful accounts. The Company reserves for an account when it is considered potentially uncollectible. The Company will estimate its allowance for doubtful accounts based on historical experience and will write-off any of the accounts receivable if it determines that the account is uncollectible. The Company has no accounts receivable at December 31, 2022, and therefore has not established an allowance for doubtful accounts at December 31, 2022.

Property and Equipment

Property and equipment will be recorded at cost and depreciated using the straight-line method over their estimated useful lives ranging from three to five years. The Company had not yet acquired or placed in service any property or equipment as of December 31, 2022.

Business Combinations

The Company has not completed any business acquisitions as at December 31, 2022. Any acquisitions by the Company will be recorded as business combinations using the acquisition method of accounting in accordance with ASC 805, *Business Combinations*. Under the acquisition method of accounting, identifiable assets acquired, and liabilities assumed are recorded at their acquisition-date fair values. The excess of the purchase price over the estimated fair value is recorded as goodwill. Changes in the estimated fair values of net assets recorded for acquisitions prior to the finalization of more detailed analysis, but not to exceed one year from the date of acquisition, will adjust the amount of the purchase price allocable to goodwill. Measurement period adjustments are reflected in the period in which they occur.

In valuing trade names, customer lists, and software developed for internal use, the Company will utilize the cost method or variations of the income approach, which relies on historical financial and qualitative information, as well as assumptions and estimates for projected financial information. The Company considers the income approach the most appropriate valuation technique because the inherent value of these assets is their ability to generate current and future income. Projected financial information is subject to risk if estimates are incorrect. The most significant estimate relates to projected revenues and profitability. If the projected revenues and profitability used in the valuation calculations are not met, then the asset could be impaired, and an impairment expense will be recorded at that time.

Goodwill, Trade Name, and Customer Lists

The Company does not have goodwill as of December 31, 2022. If the Company does acquire intangible assets relating to goodwill, it will test goodwill for impairment annually, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or indefinite-lived intangible asset below its carrying value.

Goodwill will be tested for impairment at the reporting unit level using a fair value approach. The Company will first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value, a “Step 0” analysis. If, based on a review of qualitative factors, it is more likely than not that the fair value of a reporting unit is less than its carrying value we perform “Step 1” of the goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. The Company determines the fair value of a reporting unit by estimating the present value of expected future cash flows, discounted by the applicable discount rate. If the carrying value exceeds the fair value, the Company measures the amount of impairment loss, if any, by comparing the implied fair value of the reporting unit goodwill with its carrying amount, the “Step 2” analysis. No impairment charges have been required.

The Company’s trade name has an indefinite life and the costs related to same will not be amortized. Customer lists, if acquired, will be amortized on a straight-line basis based upon their estimated useful life not to exceed fifteen years. The Company will regularly evaluate the amortization period assigned to each intangible asset to ensure that there have not been any events or circumstances that warrant revised estimates of useful lives.

Income Taxes

The Company is a subchapter “C” corporation, which is subject to federal and state income taxes. Accordingly, the Company has followed ASC 740, *Income Taxes*, which provides for income taxes using the liability method, which requires an asset and liability-based approach in accounting for income taxes.

Impairment of Long-Lived Assets

The Company will regularly evaluate whether events and circumstances have occurred that indicate the carrying amount of property and equipment and finite-life intangible assets may not be recoverable. Conditions that could indicate an impairment assessment is needed include a significant decline in the observable market value of an asset or asset group, a significant change in the extent or manner in which an asset or asset group is used, or a significant adverse change that would indicate that the carrying amount of an asset or asset group is not recoverable. When factors indicate that these long-lived assets or asset groups should be evaluated for possible impairment, the Company assesses the potential impairment by determining whether the carrying value of such long-lived assets or asset groups will be recovered through the future undiscounted cash flows expected from use of the asset or asset group and its eventual disposition. If the carrying amount of the asset or asset group is determined not to be recoverable, an impairment charge is recorded based on the excess, if any, of the carrying amount over fair value. Fair values are determined based on quoted market values or discounted cash flows analyses as applicable. The Company will regularly evaluate whether events and circumstances have occurred that indicate the useful lives of property and equipment and finite-life intangible assets may warrant revision. The Company has not yet determined the impairment of the carrying values of long-lived assets as of December 31, 2022.

Concentrations

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company’s cash and cash equivalent balances were deposited with financial institutions which management has determined to be high credit quality institutions.

The business of the operating company is conducted using separate third-party credit reporting agency platforms. Dependence on one platform is mitigated by having the other to continue business operations should one of them became unavailable.

Share-Based Compensation

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan (the Plan) in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company accounts for awards in accordance with ASC 718, Compensation — Stock Compensation.

Recent Accounting Pronouncements

The Company has elected the adoption of the Accounting Standards Updates (“ASU”) below, except those where early adoption was both permitted and elected.

In February 2016, the FASB issued ASU 2016-02, *Leases*, and subsequently issued additional ASUs amending this ASU (collectively ASC 842, *Leases*) which amends various aspects of existing guidance for leases. This guidance requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements in the near term because as of December 31, 2022, it does not have any leases. However, if the Company enters into material new leases in the future, this standard will impact the accounting for those arrangements which may have a material effect on future results.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments, which changes the way companies evaluate credit losses for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities will be required to use a new forward-looking expected loss model to evaluate impairment, potentially resulting in earlier recognition of allowances for losses. Enhanced disclosures are also required, including the requirement to disclose the information used to track credit quality by year or origination for most financing receivables. The new standard is effective for fiscal years beginning after December 15, 2022. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements.

2. INCOME TAXES

The Company is a U.S. domiciled C-corporation. The Company's income tax balance sheet account reflects no taxable income and therefore no income taxes payable as of December 31, 2022.

Deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the reported amount of assets and liabilities and their tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The determination of the amount of deferred income tax assets which are more likely than not to be realized is primarily dependent on projections of future earnings, which are subject to uncertainty and estimates that may change given economic conditions and other factors. The realization of deferred income tax assets is assessed, and a valuation allowance is recorded if it is "more likely than not" that all or a portion of the deferred tax asset will not be realized. "More likely than not" is defined as greater than a 50% chance. All available evidence, both positive and negative is considered to determine whether, based on the weight of that evidence, a valuation allowance is needed.

3. STOCKHOLDERS' EQUITY

The Company is governed by corporate by-laws of Artemis Agricultural Industries Incorporated, an Alabama corporation, which currently provides for one class of stock, common voting stock.

Common voting stock: As of December 31, 2022, 200,000 shares of common voting stock were authorized, with no shares issued or outstanding. The common stock has a par value of \$1.00 per share and will be issued subsequent to December 31, 2022. The 200,000 shares have been fully subscribed as at December 31, 2022.

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company has not adopted an incentive plan as of December 31, 2022.

4. RELATED PARTY TRANSACTIONS

The Company has entered into a loan agreement with a related party in the amount of [REDACTED]. The loan is an uncollateralized promissory note. The rate of interest on the outstanding balance of the promissory note is calculated at the rate of six percent (6%) per annum. The loan is payable on or before January 1, 2024, if not sooner paid.

5. SUBSEQUENT EVENTS

The Company has evaluated events that occurred subsequent to December 31, 2022 for potential recognition and disclosure in the balance sheet. Any material subsequent events were evaluated through the date of issuance, February 28, 2023, of this balance sheet.

February 28, 2023

Those Charged with Governance
Artemis Agricultural Industries, Inc.
[REDACTED]
Gilbert, Arizona, 85235

Salutation:

Professional standards require us to advise you of the following matters relating to our recently completed balance sheet-only audit of Artemis Agricultural Industries, Inc. (the “Company”) as of December 31, 2022. The matters discussed herein are those that we have noted as of February 28, 2023 and we have not updated our procedures regarding these matters since that date to the current date.

Our Responsibility Under Generally Accepted Auditing Standards

As stated in our engagement letter dated February 17, 2023, our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether caused by error or fraud. An audit in accordance with generally accepted auditing standards does not provide absolute assurance or guarantee the accuracy of the financial statements and is subject to the inherent risk that errors or fraud, if they exist, have not been detected. Such standards also require that we obtain a sufficient understanding of the Company’s internal control to plan the audit. However, such understanding is required for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Overview of Planned Scope and Timing of the Audit

A discussion was held regarding the planned scope and timing of the audit, the intention of which was to assist those charged with governance in understanding better the consequences of our audit work on your oversight responsibilities along with assisting us in understanding better the Company and its environment. The focus of this discussion included how the risks of material misstatement, whether due to error or fraud, would be addressed and on factors, rather than specific thresholds or amounts, that would impact materiality used in our planning and execution of the audit.

Significant Findings from the Audit

Accounting Policies

We have reviewed the accounting policies that management has identified to be the most critical and concur with management’s assessment.

Management Judgments and Accounting Estimates

Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management’s current judgments. We did not identify any particularly sensitive accounting estimates.

There were no material contingencies, as defined in FASB Statement No. 5, for which we had questions or concerns about the reasonableness of the accounting or the adequacy of the consolidated financial statement disclosure.

Misstatements

Professional standards require the auditor to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Additionally, we are required to communicate with those charged with governance uncorrected misstatements and the effect that they may have on the opinion in the auditor's report and request their correction.

During our audit, no material corrected misstatements or unrecorded misstatements were brought to the attention of management by us.

Discussion about the Quality of Significant Accounting Practices

In accordance with applicable auditing standards, a discussion was held regarding the quality of the Company's significant accounting practices, which included the Company's significant accounting practices, estimates, and financial statement disclosures.

Adoption of a Change in Accounting Principle

There were no situations involving the adoption of or a change in accounting principles where the application of alternative generally accepted accounting principles, including alternative methods of applying an accounting principle, would have a material effect on the Company's financial statements.

Disagreements with Management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the Company's financial statements or the audit report. No such disagreements arose during the course of our audit.

Consultation with Other Accountants

There may be circumstances where the Company considers consulting with other accountants about accounting and auditing matters. We are not aware of any consultations about accounting or auditing matters between management and other accountants. We are also not aware of opinions obtained by management from other accountants on the application of generally accepted accounting principles.

Significant Issues Discussed with Management Prior to Our Retention

Prior to our being retained as auditor for the current fiscal year, there were no significant accounting or other issues of concern discussed with management.

Material Alternative Accounting Treatments Discussed with Management

During the past year, there were no discussions with management concerning material alternative accounting treatments.

Significant Difficulties Encountered in Performing the Audit

There were no significant difficulties encountered during the course of the audit. All records and information requested by BDO Seidman were freely available for inspection. Management and other personnel provided full cooperation.

Representations Requested from Management

Refer to the management representation letter, dated February 28, 2023, that we have provided to those charged with governance.

License Type: Integrated License

Other Issues Arising from the Audit that We Consider Significant and Relevant to Those Charged with Governance

There were no other issues arising from the audit that we consider significant and relevant to those charged with governance.

Other Material Written Communications with Management

There is no material written communications to management that we prepared in connection with our annual audit that to provide to those charged with governance.

Internal Control Matters

We did not identify any deficiencies in internal control that we consider to be material weaknesses.

Independence

We are not aware of any circumstances or relationships that would impair our independence.

Should you desire further information concerning these matters, we will be happy to meet with you at your convenience.

This letter is solely for the internal use of those charged with governance and management of Artemis Agricultural Industries, Inc. and should not be distributed to any other persons or used for any other purpose.

Very truly yours,

A handwritten signature in blue ink that reads "Semple, Marchal & Cooper, LLP". The signature is written in a cursive, flowing style.

Semple, Marchal & Cooper, LLP

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 10 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

Dear Commissioner,

As a compliance plan with applicable laws, we plan to hire a CPA either in-house or contracted whose license, registration and insurance requirements permit to work with cannabis companies. We plan to pay all applicable federal, state, county, tax and city taxes and fees that are applicable in a timely manner and report all income according to laws and regulations. At this time, after discussion with no less than 6 CPAs in the state of Alabama, the only response we have received to simply signing a form for proof of capital funds has been a cursory pass due to insurance regulations and in one case SEC regulations. We recognize the tax plan and CPA verification as a requirement, both signed documents on the tax plan and the verification of funds, but to date no CPA is willing to work with a potential cannabis company even if operations have not yet begun. We hope to have a CPA willing to work with us by the next potential submission period. Our majority owner currently owns and operates an agricultural company within the County which has complied with such laws since its inception; we would expect the same for AAI, Inc.

Thank you for your time and consideration,

Martin Schreeder

Artemis Agricultural Industries, Inc

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 11 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

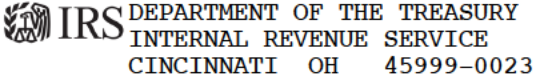
Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

12-29-2022

Verification Date



Date of this notice: 10-05-2022

Identification Number:

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

ARTEMIS AGRICULTURAL INDUSTRIES

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0589398. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2023
Form 940	01/31/2024
Form 943	01/31/2024
Form 1120	04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

(IRS USE ONLY) 575A

10-05-2022 ARTE B 999999999 SS-4

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ARTE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 10-05-2022
EMPLOYER IDENTIFICATION NUMBER: _____
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

ARTEMIS AGRICULTURAL INDUSTRIES
|_____

**DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION**

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the *Code of Alabama 1975*, this Certificate of Incorporation and the appropriate filing fee 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 corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with *Code of Alabama* Section 10A-1-5.04):

Artemis Agricultural Industries Incorporated

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

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

Huntsville, AL 35803

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): Gwendolyn P Gunn

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

Huntsville, AL 35803

***COUNTY** of above address: MADISON

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

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-043-145	D/C
Date	10/05/2022
Time	11:54:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

Agriculture _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 200000 Par Value 1.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

- 9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director’s duty of loyalty to the corporation or its stockholders.

Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

10 / 5 / 2022

Date (MM/DD/YYYY)

Gwendolyn Phillips Gunn

Signature as required by 10A-2A-1.20

Incorporator/Director

Title

Additional Details

Incorporators

Incorporator

Street Address

Mailing Address

Gwendolyn P Gunn

Huntsville, AL 35803

Huntsville, AL 35803

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:

Artemis Agricultural Industries Incorporated

This name reservation is for the exclusive use of Gwendolyn Phillips Gunn,
Huntsville, AL 35803 for a period of one year beginning
October 05, 2022 and expiring October 05, 2023



RES049778

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 05, 2022

Date

Handwritten signature of John H. Merrill in black ink.

John H. Merrill

Secretary of State

ARTEMIS AGRICULTURAL INDUSTRIES, INC.

BOARD OF DIRECTORS

1. Gwendolyn Phillips Gunn
|
|_____
Huntsville, Alabama 35803
2. Ira Gunn
|
|_____
Huntsville, Alabama 35803
3. Matthew Rettig
|
|_____
Gilbert, Arizona
4. Martin F. Schreeder, M.D.
|
|_____
Huntsville, Alabama 35801
5. Aubrey Bradley
|
|_____
Gadsden, Alabama 35901
6. Peter N. DeLeonardis
|
|_____
Bellaire, Texas 77401
7. Paul Short
|
|_____
Vero Beach, Florida 32962

CORPORATE BYLAWS
OF
ARTEMIS AGRICULTURAL INDUSTRIES, INC.
AN ALABAMA CORPORATION

ARTICLE I -- OFFICES

Section 1. The registered office of the corporation shall be at:

_____ Huntsville, Alabama 35803

The registered agent in charge thereof shall be: Gwendolyn Phillips Gunn.

Section 2. The corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the business of the corporation may require.

ARTICLE II -- SEAL

Section 1. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Alabama".

ARTICLE III -- STOCKHOLDERS' MEETINGS

Section 1 Meetings of stockholders shall be held at the registered office of the corporation in this state or at such place, either within or without this state, as may be selected from time to time by the Board of Directors.

Section 2. Annual Meetings: The annual meeting of the stockholders shall be held on the 3rd Wednesday of February in each year if not a legal holiday, and if a legal holiday, then on the next secular day following at 10:00 o'clock A.M., when they shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. If the annual meeting for election of directors is not held on the date designated therefor, the directors shall cause the meeting to be held as soon thereafter as convenient.

Section 3. Election of Directors: Elections of the directors of the corporation shall be by written ballot.

Section 4. Special Meetings: Special meetings of the stockholders may be called at any time by the Chairman, or the Board of Directors, or stockholders entitled to cast at least one-fifth of the votes which all stockholders are entitled to cast at the particular meeting. At any time, upon written request of any person or persons who have duly called a special meeting, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than sixty days after receipt of the request, and to give due notice thereof. If the Secretary shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so. Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto, unless all stockholders entitled to vote are present and consent. Written notice of a special meeting of stockholders stating the time and place and object thereof, shall be given to each stockholder entitled to vote thereat at least 30 days before such meeting, unless a greater period of notice is required by statute in a particular case.

Section 5. Quorum: A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a

majority of the outstanding shares entitled to vote is represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 6. Proxies: Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. All proxies shall be filed with the Secretary of the meeting before being voted upon.

Section 7. Notice of Meetings: Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 8. Consent in Lieu of Meetings: Any action required to be taken at any annual or special meeting of stockholders or a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 9 List of Stockholders: The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. No share of stock upon which any installment is due and unpaid shall be voted at any meeting. The list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

ARTICLE IV -- DIRECTORS

Section 1. The business and affairs of this corporation shall be managed by its Board of Directors, seven "7" in number. The directors need not be residents of this state or stockholders in the corporation. They shall be elected by the stockholders at the annual meeting of stockholders of the

corporation, and each director shall be elected for the term of one year, and until his successor shall be elected and shall qualify or until his earlier resignation or removal.

Section 2. Regular Meetings: Regular meetings of the Board shall be held without notice, at least quarterly, at the registered office of the corporation, or at such other time and place as shall be determined by the Board.

Section 3. Special Meetings: Special Meetings of the Board may be called by the Chairman on 2 days-notice to each director, either personally or by mail, fax or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of a majority of the directors in office.

Section 4. Quorum: A majority of the total number of directors shall constitute a quorum for the transaction of business.

Section 5. Consent in Lieu of Meeting: Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee. The Board of Directors may hold its meetings, and have an office or offices, outside of this state.

Section 6. Conference Telephone: One or more directors may participate in a meeting of the Board, or a committee of the Board or of the stockholders, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other; participation in this manner shall constitute presence in person at such meeting.

Section 7. Compensation Directors as such, shall not receive any stated salary for their services, but by resolution of the Board, a fixed sum and expenses of attendance at each regular or special meeting of the Board PROVIDED, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 8. Removal: Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except that when cumulative voting is permitted, if less than the entire Board is to be removed, no director may be removed without cause if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors, or, if there be classes of directors, at an election of the class of directors of which he is a part.

ARTICLE V -- OFFICERS

Section 1. The executive officers of the corporation shall be chosen by the directors and shall be a Chairman and Chief Executive Officer, President and Chief Medical Officer, Chief Operating Officer, Chief Technology Officer, Chief Strategy Officer and Secretary, Treasurer and Chief Financial Officer, and Chief Production Officer. The Board of Directors may also choose a one or more Vice Presidents and such other officers as it shall deem necessary. Any number of offices may be held by the same person.

Section 2. Salaries: Salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 3. Term of Office: The officers of the corporation shall hold office for one year and until their successors are chosen and have qualified. Any officer or agent elected or appointed by the Board may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

Section 4. Chairman: The Chairman shall preside at all meetings of the stockholders and directors; he shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the Chairman, to any other officer or officers of the corporation. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation. He shall be EX-OFFICIO a member of all committees.

Section 5. President: The President shall attend all sessions of the Board. The President shall be the chief executive officer of the corporation; he shall have general and active management of the business of the corporation, subject, however, to the right of the directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the corporation. He shall have the general power and duties of supervision and management usually vested in the office of President of a corporation.

Section 6. Secretary: The Secretary shall attend all sessions of the Board and all meetings at the stockholders and act as clerk thereof, and record all the votes of the corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision he shall be. He shall keep in safe custody the corporate seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it.

Section 7. Chief Financial Officer: The Chief Financial Officer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall keep the moneys of the corporation in separate account to the credit of the corporation. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Chief Financial Officer and of the financial condition of the corporation.

ARTICLE VI -- VACANCIES

Section 1. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise, shall be filled by the Board of Directors. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although not less than a quorum, or by a sole remaining director. If at any time, by reason of death or resignation or other cause, the corporation should have no directors in office, then any officer or any stockholder or an executor, administrator, trustee or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of stockholder, may call a special meeting of stockholders in accordance with the provisions of these By-Laws.

Section 2. Resignations Effective at Future Date: When one or more directors shall resign from the Board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

ARTICLE VII -- CORPORATE RECORDS

Section 1. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in this state or at its principal place of business.

ARTICLE VIII -- STOCK CERTIFICATES, DIVIDENDS, ETC.

Section 1. The stock certificates of the corporation shall be numbered and registered in the share ledger and transfer books of the corporation as they are issued. They shall bear the corporate seal and shall be signed by the President.

Section 2. Transfers: Transfers of shares shall be made on the books of the corporation upon surrender of the certificates therefor, endorsed by the person named in the certificate or by attorney, lawfully constituted in writing. No transfer shall be made which is inconsistent with law.

Section 3. Lost Certificate: The corporation may issue a new certificate of stock in the place of any certificate theretofore signed by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 4. Record Date: In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or the express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action.

If no record date is fixed:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given,-- or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed.

(c) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(d) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Dividends: The Board of Directors may declare and pay dividends upon the outstanding shares of the corporation from time to time and to such extent as they deem advisable, in the manner and upon the terms and conditions provided by the statute and the Certificate of Incorporation.

Section 6. Reserves: Before payment of any dividend there may be set aside out of the net profits of the corporation such sum or sums as the directors, from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve in the manner in which it was created.

ARTICLE IX -- MISCELLANEOUS PROVISIONS

Section 1. Checks: All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 2. Fiscal Year: The fiscal year shall begin on the first day of January.

Section 3. Notice: Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the mail, by fax, or by telegram, charges prepaid, to his address appearing on the books of the corporation, or supplied by him to the corporation for the purpose of notice. If the notice is sent by mail, fax or by telegraph, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail, faxed or with a telegraph office for transmission to such person. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting of stockholders, the general nature of the business to be transacted.

Section 4. Waiver of Notice: Whenever any written notice is required by statute, or by the Certificate or the By-Laws of this corporation a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of stockholders, neither the business to be transacted at nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of a person either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 5. Disallowed Compensation: Any payments made to an officer or employee of the corporation such as a salary, commission, bonus, interest, rent, travel or entertainment expense

incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer or employee to the corporation to the full extent of such disallowance. It shall be the duty of the directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer or employee, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

Section 6. Resignations: Any director or other officer may resign at anytime, such resignation to be in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE X -- ANNUAL STATEMENT

Section 1. The President and Board of Directors shall present at each annual meeting a full and complete statement of the business and affairs of the corporation for the preceding year. Such statement shall be prepared and presented in whatever manner the Board of Directors shall deem advisable and need not be verified by a certified public accountant.

ARTICLE XI -- AMENDMENTS

Section 1. These By-Laws may be amended or repealed by the vote of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast thereon, at any regular or special meeting of the stockholders, duly convened after notice to the stockholders of that purpose.

Exhibit A

Officers and contact information:

Chief Executive Officer

Matthew Rettig _____, Gilbert, Arizona, 85235 _____

President and Chief Medical Officer

Martin Schreeder, MD _____ Huntsville, Alabama 35801 _____

Chief Strategy Officer and Secretary

Peter DeLeonardis _____ Texas 77401

Treasurer

Gwendolyn Phillips Gunn _____ Huntsville, Alabama 35803 _____

Chief Production Officer

Ira Gunn _____ Huntsville, Alabama 35803 _____

Chief Technology Officer

Aubrey Bradley _____ Gadsden, Alabama 35901 _____

Chief Operating Officer

Paul Short _____ Vero Beach, Florida 32962 _____



From: receipts@alabamainteractive.org
Subject: SOS Online Services - 20221005000012600
Date: October 5, 2022 at 11:54 AM
To: _____

Payment Receipt

10/05/2022 11:54 AM

Thank you for completing your transaction.
Please save a copy of this receipt for your records.

Your document will only be available to download for 15 days.

Notices will NOT be mailed. You must use the link on this page to retrieve your document.

[Click here to print your documents](#)

Receipt Confirmation Number: 20221005000012600

Agency: Secretary of State

Application: Online Services

Payment Item	Fee
SOS D/C Name Reservation	\$25.00
SOS D/C Filing County Fee	\$100.00
SOS D/C Filing State Fee	\$100.00
Total Fee through Alabama.gov (learn more)	\$236.00

Technical Support
support@alabamainteractive.org

This online service is provided by Alabama Interactive, LLC, a third party, working under a contract awarded and administered by Alabama's Department of Finance as authorized under contract number MA 999 17000000171. The online price of items or services purchased through Alabama.gov, the state's official web portal, includes funds to develop, maintain, enhance and expand offerings of the state's portal.

This is a system generated message.
Please do not reply to this email.



Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 12 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

CITY OF GADSDEN

December 13, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, Alabama 36130

To Whom It May Concern,

I am writing to express support for this applicant to open and operate a medical cannabis facility in Gadsden. The City of Gadsden has established a task force of administrative leaders to facilitate inquiries and assist with the application process, and this company has been in contact with our administration throughout their application development process.

I feel their business will be beneficial to Gadsden residents and the goals of the state.

I appreciate you taking the time to review my thoughts on their application. If you need any additional information from me, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'CF', with a long horizontal line extending to the right.

Craig Ford, Mayor



City of GADSDEN

P. O. Box 267
Gadsden, Alabama 35902
Phone: (256) 549-4520
FAX: (256) 549-4851

Heath Williamson
Director of Engineering

Nick Hall
Director of Planning

December 29, 2022

Artemis Agricultural Industries, Inc.

Re: 208 Wall Street
Gadsden, AL 35904
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at 208 Wall Street, Gadsden, AL, 35904, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-4, Design Review District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a "use by right" in a B-4, Design Review District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 208 Wall Street, Gadsden, AL, 35904, being a "use by right" in a B-4, Design Review District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

The subject property is in compliance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 8, Regulation of Dispensaries, Section 538-x-8-.04, Requirements and Limitations as to Dispensing Sites.

This information was researched on December 29, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody
Zoning Administrator
City of Gadsden Planning Department

City of Champions

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS
DISPENSARY WITHIN THE CORPORATE LIMITS OF
THE CITY OF GADSDEN, ALABAMA**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the "Act"); and

WHEREAS, the Act provides for the medical use of marijuana for patients with qualifying medical conditions and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See §20-2A-50 - §20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Gadsden; and

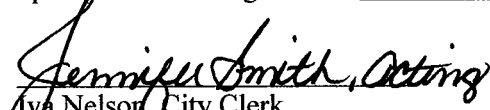
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Gadsden, thus increasing revenue;

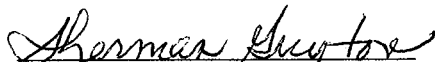
Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The Gadsden City Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processors, secure transporters, or integrated facilities licenses within the corporate limits of the City of Gadsden.
2. The City Clerk or designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission.
3. This Ordinance shall become effective upon its passage and publication as required by law.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this Ordinance at an open public meeting held on October 11, 2022.


Jennifer Smith, Acting
Iva Nelson, City Clerk

APPROVED on October 11, 2022


Sherman Guyton, Mayor

ORDINANCE NO. O-49-22

Amending the Zoning Ordinance to Permit Medical Cannabis

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

Section 1. Section 130-312(f) of the Gadsden City Code is amended to add the following uses as follows:

Under Commercial (Retail Sales):

Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Dispensary: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	R	R	R	R	-	-	R

Under Industrial:

Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Secure Transporter: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	R	X	-	R	R	-
Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Integrated Facility: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Under Manufacturing:

Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Processors: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 8 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Under Other Uses:

Names, Uses and Conditions	R-1	R-2	R-T	B-1	B-2	B-3	B-4	I-1	I-2	O-1
Medical Cannabis Cultivators: Subject to all Rules and Regulations of the Alabama Medical Cannabis Commission; §20-2A-2, Chapter 5 in conjunction Rules and Regulations of the Alabama Department of Agriculture found in r.80-14-1 (current and future amendments)	-	-	-	-	X	X	-	R	R	-

Section 2. The definitions in Section 130-1 of the Gadsden City Code are amended to add the following definitions:

Dispensary means an entity licensed by the commission under § 20-2A-64, Code of Alabama 1975 (as amended), authorized to dispense and sell medical cannabis at dispensing sites.

Secure Transporter means an entity licensed by the Commission under § 20-2A-65, Code of Alabama 1975 (as amended), authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site.

Integrated Facility means an entity licensed under § 20-2A-67, Code of Alabama 1975 (as amended).

Processor means one who is licensed by the Commission under § 20-2A-63, Code of Alabama 1975 (as amended), authorized pursuant to Article 4 of the Act of these Rules to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form back to the contracting cultivator, if applicable, or to a dispensary or integrated facility where the packaged and labeled product may be offered for sale at a dispensary site to holders of a valid, unrevoked and unexpired Medical Cannabis Card.

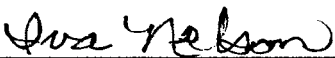
Cultivator means an entity licensed by the Alabama Medical Cannabis Commission (or, as applicable, the Department of Agriculture and Industries) under § 20-2A-62, Code of Alabama 1975 (as amended), to grow cannabis pursuant to Article 4 of the Act.

Section 3. The provisions of this ordinance shall be effective on publication.

Section 4. The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable. If any section, subsection, paragraph, sentence, clause and phrase of this ordinance is declared unconstitutional or invalid by a valid judgment of a court of competent jurisdiction, such judgment shall not affect the validity of any other section, subsection, paragraph, sentence, clause and phrase of this ordinance. The city council declares that it is its intent that it would have enacted this ordinance without such invalid or unconstitutional provisions.

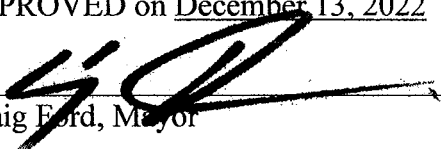
Section 5. The provisions of this ordinance repeal any prior ordinance or provision of the Gadsden City Code to the extent of any conflict.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this ordinance at an open meeting held on December 13, 2022.

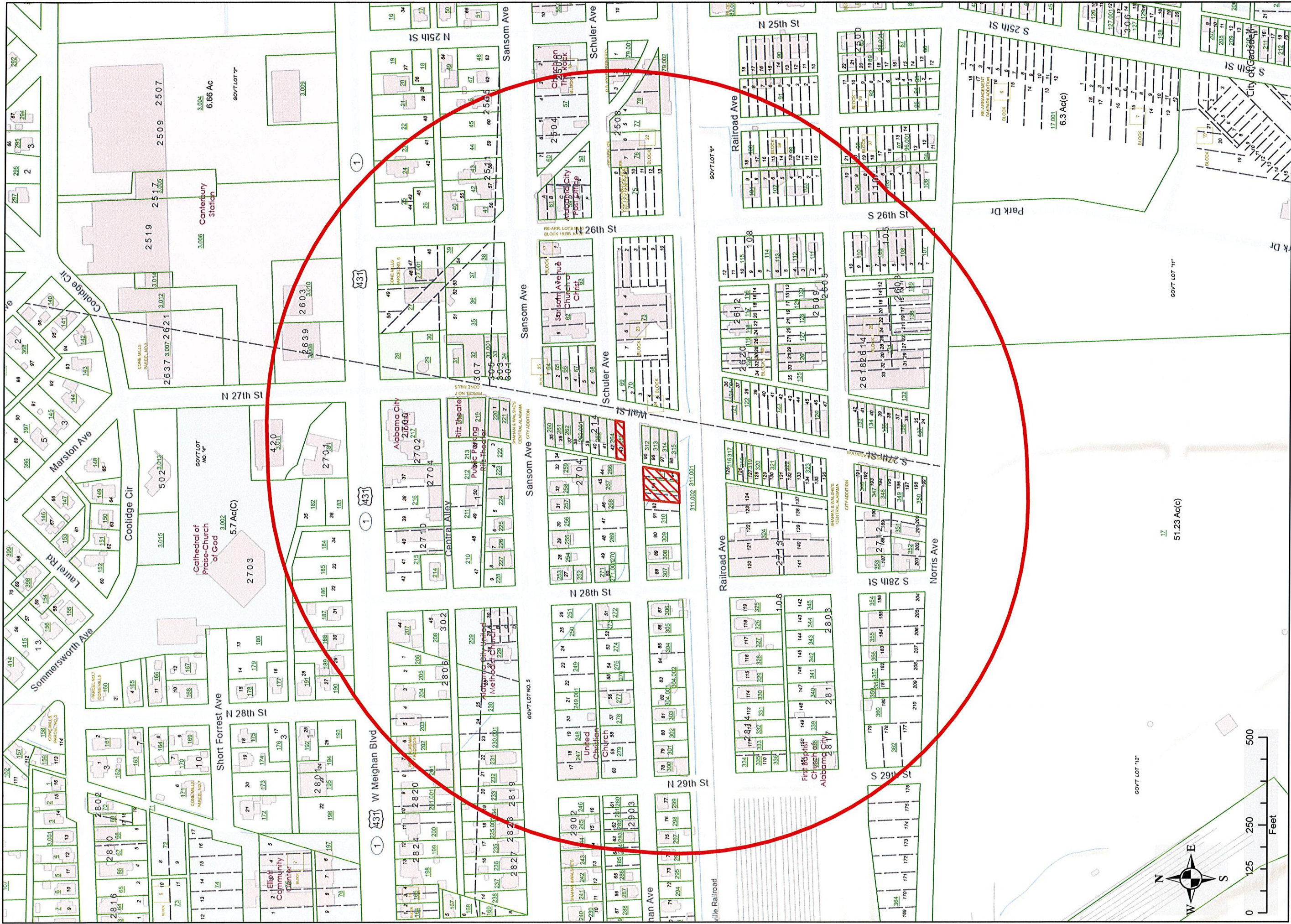


Iva Nelson, City Clerk

APPROVED on December 13, 2022



Craig Ford, Mayor



2519 2509 2507
3.008 Contisbury Station
3.004 6.66 AC
GOV'T LOT '9'

2703
3.002 Cathedral of Praise-Church of God
5.7 AC(C)
GOV'T LOT NO. 4'



17
51.23 AC(C)
GOV'T LOT '11'

GOV'T LOT '12'

ville Railroad

N 29th St

N 28th St

N 27th St

N 25th St

GOV'T LOT '8'

Schuler Ave

Sansom Ave

Norris Ave

S 28th St

S 27th St

S 25th St

RAILROAD AVENUE

GOV'T LOT '6'

Railroad Ave

N 25th St

Park Dr

S 25th St

S 25th St

S 25th St

GOV'T LOT '11'

GOV'T LOT '11'

City of Goddard

S 25th St

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 13 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

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

As a compliant corporate business structure with applicable laws, we plan to hire a CPA and compliance officer either in-house or contracted whose license, registration and insurance requirements permit to work with cannabis companies. We plan to pay all applicable federal, state, county, tax and city taxes and fees that are applicable in a timely manner and report all income according to laws and regulations. At this time, after discussion with no less than 6 CPAs in the state of Alabama, the only response we have received to simply signing a form for proof of capital funds has been a cursory pass due to insurance regulations and in one case SEC regulations. We recognize the tax plan and CPA verification as a requirement, both signed documents on the tax plan and the verification of funds, but to date no CPA is willing to work with a potential cannabis company even if operations have not yet begun. We hope to have a CPA willing to work with us by the next potential submission period. Our majority owner currently owns and operates an agricultural company within the County which has complied with such laws since its inception; we would expect the same for The Applicant. With our teams vast experience in corporate management, compliance, and adherence to stringent regulations. We feel our lean six sigma business structure will aid our ability to excel into the industry.

The structure the Six sigma methodology is a quality improvement approach used in operations management. It seeks to find and eliminate defects in manufacturing and business processes. The Six sigma approach in operations management is data-driven and relies on statistical methods to identify and correct process defects. Six Sigma aims to reduce process variation and improve process quality. Six Sigma in operations management is a set of tools and techniques used in process improvement. Its primary purpose is to reduce variability and waste in processes and improve the output's quality. Six Sigma contains tools and techniques used to identify and quantify sources of variation and to find and implement solutions to eliminate them. The ultimate goal is to achieve near-perfect quality in all processes.

Six Sigma Principles for Operations Improvement Six Sigma isn't a complex method to determine solutions. Instead, it has a clear objective – to provide authentic products and services for business development while ensuring optimum customer satisfaction. The basis of the Six sigma methodology lies in identifying the root cause of the problem and choosing the proper means to solve the problem. The following are the Six sigma principles for operations improvement:

Paying attention to the customer

There are many reasons why customer focus is important in Six Sigma for operations management. One reason is that it helps to ensure that the products and services being delivered meet the needs and wants of the customer. It is important because it can help improve customer satisfaction levels and reduce the number of complaints received. Additionally, customer focus can help improve the efficiency of operations by ensuring that the customers obtain the right products and services at the right time.

Ascertain the value stream and find the root cause of the problem

The value stream is the process that creates the product or service that the customer receives. To find and fix problems in the value stream, it is necessary first to measure them. Then, it helps to identify where the bottlenecks are and where improvements can be made. There are several ways to measure the value stream, but one of the most important is to measure the cycle time. This is the time it takes to complete one cycle of the process, from start to finish. Measuring the cycle time can help to identify where the bottlenecks are and where improvements can be made. Another critical metric is throughput. This is the number of units that can be processed in a given period. Measuring the throughput can help to identify where the bottlenecks are and where improvements can be made. Finally, measuring the quality of the product or service is also important. This can be done in many ways, but one of the most important is to measure the defect rate. Measuring the defect rate can help to identify where the problems are and where improvements can be made.

Elimination of junk

Several steps are involved in eliminating defects in Six Sigma for operations management. The first step is to identify the root cause of the defects. This can be done through various methods, including process mapping, root cause analysis, and fishbone diagrams. Once the

root cause of the defects has been identified, the next step is to develop a plan to correct the issue. This plan should be designed to prevent defects from occurring in the future. Finally, once the program is in place, it should be implemented and monitored to ensure that the defects are indeed being eliminated.

Comprehensive training of the operational hierarchy

Top-down training in Six Sigma is essential for operations management because it ensures that everyone in the organization is on the same page concerning the Six sigma methodology. It also ensures that everyone understands the importance of following the Six sigma methodology to achieve operational excellence.

Make sure you provide an interactive and sustainable workplace atmosphere

It is important to have a flexible and responsive workplace ecosystem in Six Sigma for operations management. First, it allows for quick and easy adaptation to changes in the market or environment. This is important because it can help an organization keep up with the competition and respond quickly to customer needs or demands changes.

Second a flexible and responsive workplace ecosystem can help to improve employee morale and motivation. This is because employees feel more empowered when they can directly impact the organization and its success. Finally, a flexible and responsive workplace ecosystem can help improve an organization's overall efficiency. This is because it allows for better employee communication and collaboration and streamlined processes and procedures.

Create short-term projects with dedicated goals

The main purpose of developing short-term projects with specific goals in Six Sigma for operations management is to ensure that the organization's resources are used efficiently and effectively to achieve desired results. This includes providing that the right people are hired for the right jobs, that processes are designed and executed correctly, and that products and services meet customer expectations. Additionally, short-term projects with specific goals help to hold individuals and teams accountable for their performance and results.

Six Sigma Approaches for Operations Management

The key approach of Six Sigma involves some critical steps, such as

- Define the problem and identify the goals.
- Measure the current performance.
- Analyze the causes of variation.
- Improve the process.
- Control the process to maintain the improvement.
- Sustain the improvement over time.

Six Sigma Tools for Operations Management

Moreover, there are a variety of tools that can be used in Six Sigma operations management, including:

DMAIC

Define, Measure, Analyze, Improve, and Control. It is the standard Six Sigma methodology for improving existing processes.

DFSS

Design for Six Sigma. It is a methodology used for designing new processes or products to achieve Six Sigma quality levels.

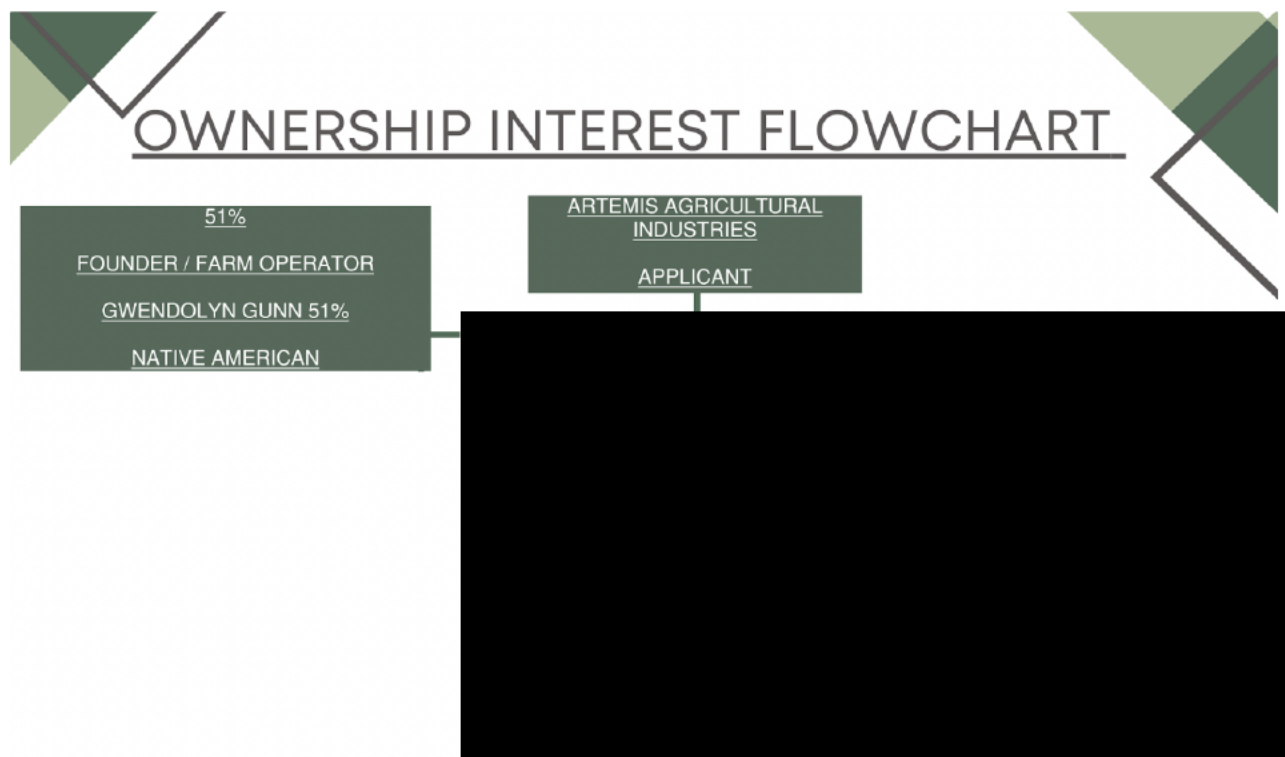
Lean

A set of tools and principles for streamlining processes and reducing waste. Lean is often used in conjunction with Six Sigma

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

The Applicant has aggressive goals and paths to success in hopes of acquiring more than 35% of the Alabama consumer market share by the end of year 3 with a fully built out state of the art 46,000 SQFT production facility with 3 retail stores in the market place in full operation. By the end of year 5 The Applicant hopes to have acquired more than 50% of the consumer market share while maximizing the abilities of the integrated license by having 5 retail store locations open and in full operation for the consumer.

13.3 – 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



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

1. The following job descriptions are outlined below:

- A. *Store Manger*
- B. *Assistant Store Manager*
- C. *Personal Service Provider*
- D. *Front Desk Receptionist*
- E. *Store Inventory Manager*
- F. *Vendor Relations Manager*
- G. *Director of Operations*
- H. *Compliance Manager*
- I. *Compliance Specialist*
- J. *Director of Cultivation*
- K. *Extractions Laboratory Director*
- L. *Facilities Manager*
- M. *Director of Security*

Store Manager

Job Title: Store Manager Job Category: Exempt

Department/Group: Marijuana Establishment Position Type: Full Time

Direct Supervisor: Regional Market Manager Direct Reports: Marijuana Establishment Staff

JOB DESCRIPTION

The Store Manager is primarily responsible for day-to-day operations for the store, which include effective performance management in coordination with the People & Culture team, execution of retail operations including merchandising, staffing, and the patient order fulfillment processes. The Marijuana Establishment Manager oversees all activities related to the operation of the Marijuana Establishment to include patient identification and registration, record retention, product tracking and inventory control in compliance

with all regulatory requirements for the state in which the Marijuana Establishment is located.

Along with the leadership qualities that the role entails, you will also be assisting patients and customers by answering their questions, making them feel welcomed and comfortable. The Store Manager is responsible for ringing up patients and customers, correctly inputting coupons and ensuring the patient has the best experience possible to build positive patient relationships to assist with the retail team when needed.

RESPONSIBILITIES AND DUTIES

- Greets all customers in a warm, sincere, and helpful manner.
- Drive a culture of positive employee engagement with a strong focus on inclusion and diversity.
- Develop, coach and execute excellent service standards and ensure consistent execution of these steps.
- Conduct regular staff meetings to motivate employees and keep them abreast of any current rules, regulations and laws that pertain to their day-to-day duties
- Take ownership of the store and ensure it is operating efficiently and profitably.
- Actively manage inventory, recalls, and pricing to meet costs and sales targets.
- Effectively manage cash controls and financial reporting. Ensure check register, cash outs, bank logs inventory and deposits are accurate and executed according to the highest standards.
- Work with People & Culture and Talent Acquisition in hiring of team members.
- Train and schedule all staff by working with your Assistant Store Manager and Lead Personal Service Providers.
- Effectively manage service labor, scheduling and payroll.
- Conduct performance reviews with all team members on a consistent basis.
- Maintain awareness of cannabis and retail trends to help create innovative and adaptive strategies.

- Work closely with growers to understand and learn about their products to better educate customers with their purchases.
- Maintain excellent facilities conducive to enhancing employee productivity.
- Work hand-in-hand with the Regional Manager to meet all regulatory requirements.
- Work with all corporate departments within our shared service center to ensure there are open lines of communication.
- Promote open feedback from all team members and address any concerns immediately with the help of the People & Culture team.
- Makes recommendations to the executive team on ways to improve efficiency.
- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Responsible for opening and closing of the Marijuana Establishment (Key Holder).
- Willingness to take on additional duties as needed and do so with a positive attitude.
- Processing transactions and become a subject matter expert on all functions of the PSP role.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Contributes to team effort by accomplishing related results as needed.
- Participates in ongoing education and professional development as needed.
- Maintain a positive attitude that promotes team work.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a Marijuana Establishment required.
- Minimum 2 years of management experience in the retail, restaurant, grocery or other service industry highly desired.

- Previous management experience and proficiency in high volume retail with P&L accountability.
 - Ability to create and maintain a customer-focused culture
 - Experience in leading a team is a must.
 - Ability to create and maintain a customer focused culture.
 - Can-do attitude is a must.
 - Superior customer service skills and phone etiquette.
 - Must be able to manage multiple projects, set priorities, and meet deadlines
 - Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
 - Ability to handle a busy atmosphere.
 - Strong organizational skills.
 - Ability to manage multiple projects, set priorities and meet deadlines.
 - Knowledge of office management systems and procedures.
 - Proficiency using MS Office applications.
 - Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
 - Detail oriented with an eye on process optimization.
 - Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
-
- Must maintain active Facility Agent Registry Identification Cards
 - Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.
 - Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
 - Excellent communication skills and leadership both verbally and through written media
 - Must be able to handle constructive criticism and guidance and offer the same to others in the department.

- Ability to articulate job goals in a manner they're completed effectively the first time
- At least 21 years of age and authorized to work in the US.
- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.
- Environmental Requirements and Exposure, depending on work location:
- Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables.

EDUCATION:

- High school diploma or equivalent
- An Associates or Bachelor's degree is desirable.

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated.

Assistant Store Manager

Job Title: Assistant Store Manager Job Category: Exempt

Department/Group: Marijuana Establishment Position Type: Full Time

Direct Supervisor: Store Manager Direct Reports: Marijuana Establishment Staff

JOB DESCRIPTION

The Assistant Store Manager is primarily responsible for assisting the Store Manager in the day-to-day operations for the store, which include effective performance

management in coordination with the People & Culture team, execution of retail operations including merchandising, staffing, and the patient order fulfillment processes. The Assistant Store Manager assists in overseeing all activities related to the operation of the Marijuana Establishment to include patient identification and registration, record retention, product tracking and inventory control in compliance with all regulatory requirements for the state in which the Marijuana Establishment is located.

Along with the leadership qualities that the role entails, you will also be assisting patients and customers by answering their questions, making them feel welcomed and comfortable. The Assistant Store Manager is responsible for ringing up patients and customers, correctly inputting coupons and ensuring the patient has the best experience possible to build positive patient relationships to assist with the retail team when needed.

RESPONSIBILITIES AND DUTIES

- Greets all customers in a warm, sincere, and helpful manner.
- Drive a culture of positive employee engagement with a strong focus on inclusion and diversity.
- Develop, coach and execute excellent service standards and ensure consistent execution of these steps.
- Conduct regular staff meetings to motivate employees and keep them abreast of any current rules, regulations and laws that pertain to their day-to-day duties.
- Take ownership of the store and ensure it is operating efficiently and profitably.
- Actively manage inventory, recalls, and pricing to meet costs and sales targets.
- Effectively manage cash controls and financial reporting. Ensure check register, cash outs, bank logs inventory and deposits are accurate and executed according to the highest standards.
- Work with People & Culture and Talent Acquisition in hiring of team members.
- Train and schedule all staff by working with your Assistant Store Manager and Lead Personal Service Providers.
- Effectively manage service labor, scheduling and payroll.

- Conduct performance reviews with all team members on a consistent basis.
- Maintain awareness of cannabis and retail trends to help create innovative and adaptive strategies. Work closely with growers to understand and learn about their products to better educate customers with their purchases.
- Maintain excellent facilities conducive to enhancing employee productivity.
- Work hand-in-hand with the Regional Manager to meet all regulatory requirements.
- Work with all corporate departments within our shared service center to ensure there are open lines of communication.
- Promote open feedback from all team members and address any concerns immediately with the help of the People & Culture team.
- Makes recommendations to the executive team on ways to improve efficiency.
- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Responsible for opening and closing of the Marijuana Establishment (Key Holder).
- Willingness to take on additional duties as needed and do so with a positive attitude
- Processing transactions and become a subject matter expert on all functions of the PSP role.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Contributes to team effort by accomplishing related results as needed.
- Participates in ongoing education and professional development as needed.
- Maintain a positive attitude that promotes team work.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a dispensary required.

- Minimum 2 years of management experience in the retail, restaurant, grocery or other service industry highly desired.
- Previous management experience and proficiency in high volume retail with P&L accountability.
- Ability to create and maintain a customer-focused culture.
- Experience in leading a team is a must.
- Ability to create and maintain a customer focused culture.
- Can-do attitude is a must.
- Superior customer service skills and phone etiquette.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
- Ability to handle a busy atmosphere.
- Strong organizational skills.
- Ability to manage multiple projects, set priorities and meet deadlines.
- Knowledge of office management systems and procedures.
- Proficiency using MS Office applications.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must maintain active Marijuana Establishment Agent Registry Identification Cards
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.
- Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
- Excellent communication skills and leadership both verbally and through written media

- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time
- At least 21 years of age and authorized to work in the US.
- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.
- Environmental Requirements and Exposure, depending on work location:
- Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables.

EDUCATION:

- High school diploma or equivalent
- Associates or Bachelor's degree is desirable.

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated.

Personal Service Provider

Job Title: Personal Service Provider Job Category: Non-Exempt Department/Group:

Marijuana Establishment Position Type: Full Time Direct Supervisor: Store Manager Direct

Reports: TBD

JOB DESCRIPTION

As a Personal Service Provider, you will operate with direct supervision from the Personal Service Provider management team. You will showcase your excellent communication

skills by liaising with all levels of the organization as well as ensuring total customer satisfaction with all patients and customers. You will strive to go above and beyond in your customer service skills by motivating those around you while ensuring efficiency, productivity and accuracy in the Marijuana Establishment.

Along with the customer service qualities that the role entails, you will also be assisting patients and customers by answering their questions, making them feel welcomed and comfortable. The Personal Service Provider is responsible for ringing up patients and customers, correctly inputting coupons and ensuring the patient has the best experience possible to build positive patient relationships.

RESPONSIBILITIES AND DUTIES

- Greets all customers in a warm, sincere, and helpful manner.
- Makes recommendations to management team on ways to improve efficiency.
- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Willingness to take on additional duties as needed and do so with a positive attitude.
- Processing transactions and become a subject matter expert on all functions of the PSP role.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Assist patients and customers with choosing the right products according to their ailments
- Verify patient's allotment and ensure they are eligible to make purchasing using the state system.
- Manages inbound phone inquiries and routes calls accordingly.
- Contributes to team effort by accomplishing related results as needed.
- Participates in ongoing education and professional development as needed.
- Adheres to all Medical Cannabis laws.

- Maintain a positive attitude that promotes team work.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a customer service environment
- Experience working in hospitality or F&B preferred
- Experience in leading a team desirable
- Can-do attitude is a must
- Superior customer service skills and phone etiquette.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Cash register experience with speed and accuracy.
- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
- Ability to handle a busy atmosphere.
- Strong organizational skills.
- Ability to manage multiple projects, set priorities and meet deadlines.
- Knowledge of office management systems and procedures.
- Proficiency using MS Office applications.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must maintain active Facility Agent Card
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.

- Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
- Excellent communication skills and leadership both verbally and through written media
- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time
- At least 21 years of age and authorized to work in the US.
- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.
- Environmental Requirements and Exposure, depending on work location:
- Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables.

EDUCATION:

- High school diploma or equivalent
- Associates or Bachelor's degree is desirable.

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated.

Front Desk Receptionist

Job Title: Front Desk Receptionist Job Category: Non-Exempt

Department/Group: Dispensary Position Type: Full Time

Direct Supervisor: Marijuana Establishment Store Manager Direct Reports: TBD

JOB DESCRIPTION

As a Front Desk Receptionist, you will operate with direct supervision from the Personal Service Provider management/supervisory team. You will showcase your excellent communication skills by liaising with all levels of the organization as well as ensuring total customer satisfaction with all patients and customers. You will strive to go above and beyond in your customer service skills by motivating those around you while ensuring efficiency, productivity and accuracy in the Marijuana Establishment.

Along with customer service qualities that the role entails, you will also be assisting patients and customers by ensuring all check-in procedures are followed, answering their questions, making them feel welcomed and comfortable. The Front Desk Receptionist is responsible for ringing up patients and customers, correctly inputting coupons and ensuring the patient has the best experience possible to build positive patient relationships. The Front Desk Receptionist role will be a very fast paced role which will require navigating patient flow both indoor and outdoor as well as coordinating the lobby. This role is not a traditional front desk role in that it is very active and not sedentary.

RESPONSIBILITIES AND DUTIES

- Greets all customers in a warm, sincere, and helpful manner.
- Answer multiple phone lines while maintaining the utmost professionalism and a high level of customer service.
- Makes recommendations to management team on ways to improve efficiency.
- Process mail and distribute accordingly (USPS, UPS, Fedex, etc.)
- Manage multiple clerical duties, to include typing, calendaring, etc.

- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Willingness to take on additional duties as needed and do so with a positive attitude.
- Processing transactions and become a subject matter expert on all functions of the PSP role to be able to assist when needed.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Assist patients and customers with choosing the right products according to their ailments when functioning as the PSP (as needed).
- Verify patient's allotment and ensure they are eligible to make purchasing using the state system.
- Manages inbound phone inquiries and routes calls accordingly.
- Contributes to team effort by accomplishing related results as needed.
- Participates in ongoing education and professional development as needed.
- Adheres to all Medical Cannabis laws.
- Maintain a positive attitude that promotes teamwork.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a Marijuana Establishment helpful.
- Minimum one-year as a high-volume receptions or office assistant is helpful.
- Ability to type a minimum of 40 WPM
- Clerical experience is beneficial.
- Ability to multi-task is a must.
- Ability to manage multiple phone lines.
- Ability to constantly be moving from the front desk to other areas inside and outside of the Marijuana Establishment to ensure smooth flow of guests.

- Experience in working with a team.
- Can-do attitude is a must.
- Superior customer service skills and phone etiquette.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Cash register experience with speed and accuracy.
- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
- Ability to handle a busy atmosphere.
- Strong organizational skills.
- Ability to manage multiple projects, set priorities and meet deadlines.
- Knowledge of office management systems and procedures.
- Proficiency using MS Office applications.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must maintain active Marijuana Establishment Agent Registry Identification Cards.
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.
- Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
- Excellent communication skills and leadership both verbally and through written media
- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time
- At least 21 years of age and authorized to work in the US.

- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.
- Environmental Requirements and Exposure, depending on work location:
- Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables at times.

EDUCATION:

- High school diploma or equivalent

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at anytime. Required experience, training, or educational requirements shall be as indicated.

Store Inventory Manager

Job Title: Retail/Store Inventory Manager Job Category: Exempt

Department/Group: Inventory Position Type: Full Time

Direct Supervisor: State Inventory Manager Direct Reports: Inventory Clerks

JOB DESCRIPTION

The Store Inventory Manager is responsible for the day-to-day inventory management for the retail store, ensuring proper inventory levels are maintained at all times. The Store Inventory Manager position is responsible for the direct oversight of all inventory cycle counting, verification of required documentation and product counts for intake by

conducting daily audits of inventory, tracking and distribution of product. Responsibilities also include accounting and reporting inventory surplus, product returns, waste, damages, ensuring strict compliance with company policies and procedures. This role also manages the menu for the location, focusing on the most accurate and up to date information to be provided to our patients and customers. The Store Inventory Manager will be responsible for hiring, training and maintaining the inventory staff.

DUTIES & RESPONSIBILITIES

- Monitors and maintains current inventory levels; processes purchasing orders as required; track orders and paperwork.
- Records purchases, maintains database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Ensure day-to-day operations run smooth throughout the Marijuana Establishment.
- Work with regional team and corporate to create strategic objectives, operational plans and store goals.
- Ensure all inventory operations are in compliance at all times.
- Work with Talent Acquisition and People & Culture teams to ensure appropriate staff- ing levels and be proactive in forecasting staffing needs.
- Maintain education and knowledge of all state and local cannabis laws and regulations
- Inform staff of all new products.
- Complete and analyze fixed asset inventories.
- Approve and adjust inventory settings as needed.
- Ensure all inventory is properly cataloged.
- Establishes and maintains working relationships with all vendors and suppliers.
- Ensure all technology platforms, such as METRC, are constantly updated the most accurate product descriptions and inventory amounts.

- Ensuring new products are ready for sale within the established timeframes for each product.
- Document and address any and all discrepancies.
- Supervise, delegate, coach, and motivate inventory team members to ensure a productive environment.
- Keep all departments abreast of any inventory concerns and ensure you are being proactive.
- Train inventory team members as needed.
- Be instrumental in creating policies, procedures, and inventory SOP's to ensure best practices are being followed.
- Receives, unpacks and label products; re-stocks items as necessary; labels shelves.
- Processes invoices for payment.
- Processes and documents return as required following established procedures.
- May lead, guide and train employees performing related work.
- Performs miscellaneous job-related duties as assigned.
- Manage all menus for the assigned locations.
- Add/remove the product from each of the menus (online platforms and in-store plat- forms) dependent on inventory stock.
- Work seamlessly with other Marketing team.
- Update online platforms to help promote product sales.
- Performs all other duties as assigned.

QUALIFICATIONS

- Knowledge of supplies, equipment, and or services ordering and inventory control.
- Must be 21 years of age or older per licensing guidelines.
- At least 3-4 years of inventory management experience in a high-volume environment.
- Working knowledge of industry best practices.
- Ability to reconcile stock counts to report data.
- Database and time management skills.

- Ability to analyze and solve problems or research inventory losses.
- Ability to prepare routine administrative paperwork.
- Ability to receive, stock, and/or deliver goods.
- Clerical, word processing, and/or office skills.
- Basic knowledge of MS Office
- Trustworthy, Punctual with great written and verbal skills.
- A high level of internal and external customer service.
- Willingness to travel extended lengths when necessary, to work extended hours when required to fulfill company growth requirements, and to be flexible with schedule and availability.
- Ability to manage high-stress situations and to be flexible and adaptable when a situation requires it.
- Proper employment documentation and authorized to work in the US

*The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated or as deemed acceptable by management.

Vendor Relations Manager

Job Title: Vendor Relations Manager Job Category: Non-Exempt

Department/Group: Inventory Position Type: Full Time

Direct Supervisor: National Inventory Manager Direct Reports: Chief Operating Officer

JOB DESCRIPTION

A vendor relations manager is responsible for building and managing relationships with companies that supply products and services to its organization.

Works to ensure that vendors meet or exceed their contractual obligations by delivering quality products and services on time. Vendor Relations Manager is responsible for the day-to-day inventory management for all the retail stores, ensuring proper inventory levels are always maintained. They are responsible for the direct oversight of all products being purchased, and to verify all required documentation is available and compliant with state and company laws/rules. Proper product intake, tracking and distribution by doing daily audits of inventory throughout the stores. Responsibilities also include accounting and reporting inventory surplus product returns, and damages.

DUTIES & RESPONSIBILITIES

- Knowledge of Leaflink and how to purchase product for the dispensary
- How to read stock level counts and know when to place an order before product runs out
- Establishes and maintains working relationships with all vendors and suppliers.
- Ensures any product being purchased is up to date with current state laws regarding labeling and test scores.
- Maintain educated of all state and local cannabis laws and regulations.
- Records purchases, maintains database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Monitors and maintains current inventory levels; processes purchasing orders as required; track orders and paperwork.
- Receives, unpacks and label products; can re-stocks items as necessary; labels shelves.
- Processes invoices for payment.
- Keep proper personnel up to date on upcoming orders and what to expect.
- Create new item numbers in NetSuite when purchasing new product.
- Processes and documents return as required following established procedures.
- Ensure day-to-day operations run smooth throughout the dispensary.

- Work with regional team and corporate to create strategic objectives, operational plans and store goals.
- Ensure all inventory operations always comply.
- Manage all vendor products for the assigned locations.
- Inform staff of all new products.
- Approve and adjust inventory settings as needed.
- Ensure all inventory is properly catalogued.
- Ensure all technology platforms, such as METRC, are constantly updated with the most accurate product descriptions and inventory amounts.
- Document and address any and all discrepancies. Keep all departments abreast of any inventory concerns and ensure you are being proactive
- Be instrumental in creating policies, procedures, and inventory SOP's to ensure best practices are being followed.
- Supervise, delegate, coach, and motivate inventory team members to ensure a productive environment.
- Train inventory team members as needed.
- May lead, guide and train employees performing related work.
- Performs miscellaneous job-related duties as assigned.
- Work seamlessly with other Marketing Specialists, Social Media Specialists, Email Marketing Specialists and Menu Specialists.
- Makes sure all other stores are being compliant and ensure they have no issues.
- Help promote product sales.
- Performs all other duties as assigned.

QUALIFICATIONS

- Must be 21 years of age or older per licensing guidelines.
- Proper employment documentation and authorized to work in the US
- At least 3-4 years of inventory management experience in a high-volume environment.
- Knowledge of supplies, equipment, and or services ordering and inventory control.

- Working knowledge of industry best practices.
- Ability to reconcile stock counts to report data.
- Database and time management skills.
- Ability to analyze and solve problems or research inventory losses.
- Ability to prepare routine administrative paperwork.
- Ability to receive, stock, and/or deliver goods.
- Clerical, word processing, and/or office skills.
- Basic knowledge of MS Office
- Trustworthy, Punctual with great written and verbal skills.
- A high level of internal and external customer service.
- Willingness to travel extended lengths, when necessary, to work extended hours when required to fulfill company growth requirements, and to be flexible with schedule and availability.
- Ability to manage high-stress situations and to be flexible and adaptable when a situation requires it.

EDUCATION:

- High school diploma or equivalent

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated or as deemed acceptable by Nature's Medicines management.

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

Our mission is to educate and empower our patients through advocacy, collaboration, education, research, and product development while bringing consistent high quality cannabis products to our local communities. The city of Gadsden retail relations and Madison County cultivation and production site with great employment opportunities.

13.7 – A description of services and/or products to be cultivated, processed, transported, dispensed, or tested at each facility, as applicable, including:

- o actual (or projected) pricing data, if applicable;
- o actual (or projected) product lifespan, if applicable;
- o projected benefits to consumers;
- o patents, if any; and
- o proprietary technology, if any.

The Applicant will be providing the following products at fair market value:

- Oral Tablet 120 day shelf life
- Capsules 120 shelf life
- Tincture 200 day shelf life
- Gelatinous cubes 30 day shelf life
- Gel 240 day shelf life
- Lotion 240 day shelf life
- Transdermal patches 240 day shelf life

13.8 – An advertising/marketing analysis and strategy, if any.

The Applicant plans to contract with the following agencies in order to promote retail product awareness Weedmaps and leafly. We also will promote our own products internally on viewing display monitors throughout the retail locations, Instagram, and the company website.

13.9 – A 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.

The Community Benefits Plan is designed to establish a process by which the community, including its residents and businesses, can express themselves regarding our operations; to inform the community about cannabis education, issues and developments; and to ensure that our corporate actions genuinely reflect the community's needs. Our Community Benefits Plan will be self-funded by the revenues generated from commercial cannabis microbusiness operations. The Community Benefits Plan is formalized as a material term in our Application. The mandatory provision will require the Applicant to appoint a Community Outreach Manager to oversee the development and implementation of the Community Benefits Plan.

The Applicant will ensure regular involvement with the community by identifying and visiting civic, senior, and veteran organizations, health care support groups, and community meetings to disseminate information regarding the Applicant's unique mission and its vision for meaningful customer interaction. We will incentivize our employees to volunteer with preferred organizations setting a target of 200 community services hours per year. We will complete our outreach efforts through follow-up correspondence to community stakeholders, informing them that the Applicant has received their concerns and informing them of what procedures or programs the Applicant plans to employ and develop in response to the concerns raised.

III. ADVISORY BOARD

The Applicant will create an advisory board consisting of reputable members of the local community and cannabis industry to advise the Applicant and ensure that the Applicant has continued input from the community and leaders within the industry, as well as expert knowledge of the ever growing and evolving cannabis field.

IV. VETERAN HIRING

Veterans will be actively targeted with job offers and postings, which means, rather than using traditional job-posting media such as Indeed, Craigslist, or other mainstream Internet websites, going directly to veterans. Therefore, the Applicant's job opportunities will first be made available through publications targeted / catered towards veterans, for example, the U.S. Department of Labor's Veterans' Employment and Training Service (VETS) and Hire Veterans. Most importantly and well-beyond passive publications, the Applicant's Community Benefits Plan contemplates ties with local non-profits and public service organizations. The Applicant will work directly with its community engagement partners to focus on targeted veteran hires.

V. THRIVING COMMUNITIES

As detailed above, embedded at the core of the Applicant's team is a mission of service, sustainability, and community involvement. Going forward, the Applicant's proposed commercial cannabis microbusiness intends to continue this mission on multiple fronts.

a. Cannabis Ambassador Program

The debate on medical and/or adult use cannabis used by students' with qualifying conditions or of age on college campuses is far from over. The Applicant believes education is critical for responsible usage by its younger clientele especially in an area where there are university age students. In working with student ambassadors' the Company can ensure the promotion of adequate information on the usage and benefits of medical cannabis. The student ambassador would be encouraged to participate and attend any events, workshops or stakeholder working groups at the various colleges and universities. Overall their involvement is essential in ensuring the safety of medical cannabis use by young professionals.

In addition, the Applicant intends to make continuous donations to the local chapter of Students for Sensible Drug Policy (“SSDP”). SSDP is a nationwide organization and one of the strongest voices in the debate about responsible medical cannabis consumption. SSDP is instrumental in training the next generation of cannabis activists. the Applicant would be honored to associate with the SSDP and advance its mission.

b. “CannaCare Packages”

A unique challenge that the State of California is continually faces is that of supporting low- income residents and combatting homelessness. As part of our mission of service, and involvement in the medical community, the Applicant has developed a program to direct revenue from its commercial cannabis microbusiness towards those most in need. A “CannaCare Package” program will be implemented whereby a portion of its proceeds will be allocated towards supporting low to no-cost medication to low-income patients based on financial need and verification.

c. Education Seminar Series and Learning Center

The Applicant will host regular seminars and discussions to engage and educate the community about the science of cannabis, the latest research and responsible uses. Guest speakers from the science, medicine, and politics will join the Applicant and interact with the community. As an enhancement to the seminar program, the Applicant will provide a Learning Center which will provide the customers with educational opportunities both in the store and online. This learning resource will feature live in-store on interactive touch-screens (iPads) and online via a dedicated section of the Company’s website. Friendly and knowledgeable staff will further advise and educate in the store.

Applicant will create a public awareness campaign for responsible cannabis consumption by sponsoring free offsite workshops and seminars to the general public on topics related

to responsible cannabis use as well as legal and policy updates regarding cannabis products. By becoming embedded into the fabric of the community, Applicant will seek to emerge as a touchstone for reliable information and a trusted partner to the community's residents.

Below is a sample of the types of educational materials Applicant intends on disseminating:

A Factsheets utilizing photographic examples and written descriptions, charts and graphs that discuss topics pertaining to medical cannabis qualifying conditions and other information relevant to the consumption of cannabis and cannabis infused products.

B Management will work with cannabis-knowledgeable medical professionals to compose and update instructional guidance on test dosing; distinguishing by the type and method of medication to be consumed by qualified patients. The instructional guide / educational materials will include directions on how to keep a medical cannabis journal allowing the patient to generate anecdotal evidence on what type and strain works best for their condition. This will be made available to our trained employees in addition to being available on our website

C. A section of the Company's age-verified website will be designated for educational purposes maintaining a weekly blog with the latest news regarding health, technology, updates to state and federal laws, links noteworthy scientific articles, and customer testimonials. The website will include a designated portal where visitors are encouraged to leave feedback and ask questions. The main purpose of the "listening corner" is to listen and find ways to be responsive. Applicant will be able to post real time responses to queries and encourage an open dialogue between all participants.

d. Children and Youth Services, Cannabis-Related Education

As an extension of its commitment to information and education, the Applicant will partner with the local service organizations to provide local children and youth (particularly, “at-risk” children and youth) education on the potential adverse cannabis use and abuse.

13.10 – 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.

The Applicant is committed to designing, constructing, and operating its commercial cannabis integrated facilities with best “Green” practice standards. These practices are derived from:

(i) the Building Standards IECC Com Check Code, 2022 edition and (ii) the design requirements in the City Municipal Code. For reference, please consult the Applicant’s Environmental Benefits Plan submitted concurrently with this Application.

The Applicant is committed to building relationships with local, state, and federal authorities involved, air pollution, ground water, utility consumption and others to insure the cleanest possible facility operations Good Manufacturing Practices at all times.

13.11 – An 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 applicable) auto or fleet policy.

We have been provided direct insurance through our agent that we will be enacting this policy through Continental Heritage Insurance Company. The same company that has provided all of The Applicant Insurance to date once we are in operation.

Attached below: Certificate of Insurance Attachment A

Attachment A - Insurance Certificate



ARTEAGR-01

MWILSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS 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 Fountain, Parker, Harbarger & Associates, LLC 201 Washington Street NE Huntsville, AL 35801	CONTACT NAME:	
	PHONE (A/C, No, Ext): (256) 551-0060	FAX (A/C, No): (256) 534-2042
INSURED Artemis Agricultural Industries Incorporated [Redacted] Huntsville, AL 35803	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER B: Hartford Insurance	19682
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			[Redacted]	12/30/2022	12/30/2023	EACH OCCURRENCE \$ [Redacted] DAMAGE TO RENTED PREMISES (Ea occurrence) \$ [Redacted] MED EXP (Any one person) \$ [Redacted] PERSONAL & ADV INJURY \$ [Redacted] GENERAL AGGREGATE \$ [Redacted] PRODUCTS - COMP/OP AGG \$ [Redacted] \$ [Redacted]
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						\$ [Redacted]
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ [Redacted] BODILY INJURY (Per person) \$ [Redacted] BODILY INJURY (Per accident) \$ [Redacted] PROPERTY DAMAGE (Per accident) \$ [Redacted] \$ [Redacted]
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ [Redacted] AGGREGATE \$ [Redacted] \$ [Redacted]
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			[Redacted]	12/30/2022	12/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ [Redacted] E.L. DISEASE - EA EMPLOYEE \$ [Redacted] E.L. DISEASE - POLICY LIMIT \$ [Redacted]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of Alabama Alabama Medical Cannabis Commission P.O. Box 309585 Montgomery, AL 36130	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
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ACORD 25 (2016/03)

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Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 14 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

14.1 Not Applicable

14.2 Contract with Kush Cups, a Processor licensed in Arizona to help with our processing. Contract Attached below Attachment A

14.3 Not Applicable

14.4 Not Applicable

14.5 Not Applicable

14.6 Not Applicable

Attachment A:

**MANUFACTURING, MARKETING AND INTELLECTUAL PROPERTY LICENSING
AGREEMENT**

This MANUFACTURING, MARKETING AND INTELLECTUAL PROPERTY LICENSING AGREEMENT (“Agreement”) is entered into on this day of **December 27th, 2022** by and between ARTEMIS AGRICULTURAL INDUSTRIES INC., d/b/a/ ARTEMIS AGRICULTURAL INDUSTRIES INC. a Alabama Corporation, with a principal place of business for operation located at 3759 Hobbs Island Rd SE Huntsville, AL 35803, (“ARTEMIS AGRICULTURAL INDUSTRIES INC., ”); and Kush Cups CA LLC., a California limited liability company, with a principal place of business located at 1784 East Park Ave, Gilbert, Arizona 85234 (“Kush Cups CA LLC”). Throughout this Agreement, ARTEMIS AGRICULTURAL INDUSTRIES INC., and may be collectively referred to as the (“Parties”) or separately as (“Party”) from time-to-time and as may be appropriate.

RECITALS

WHEREAS, pursuant to and in compliance with the provisions of the Alabama Revised Statutes, as amended from time to time, **the Department of Cannabis Control - D.C.C.** (DIVISION”) awarded ARTEMIS AGRICULTURAL INDUSTRIES INC., a registry certificate to operate a medical marijuana establishment- production facility, and likewise.

WHEREAS, in accordance with the applicable provisions of the State Alabama Administrative Code, the DIVISION, having issued provisional registration certificate no _____ to ARTEMIS AGRICULTURAL INDUSTRIES INC. has formally ARTEMIS AGRICULTURAL INDUSTRIES INC., to engage in ongoing commercial cannabis production activities within the state of Alabama;

WHEREAS, in accordance with the applicable provisions of the Alabama Administrative Code, the DIVISION, having issued provisional registration certificate no: _____ to ARTEMIS AGRICULTURAL INDUSTRIES INC. has formally authorized ARTEMIS AGRICULTURAL INDUSTRIES INC., to engage in ongoing commercial cannabis cultivation activities within the state of Alabama;

WHEREAS, in accordance with Title 8 of the Alabama DEPARTMENT OF BUSINESS LICENSE, having issued a temporary (Regulated/Restricted Activities) Business License to ARTEMIS AGRICULTURAL INDUSTRIES INC. has formally authorized to engage in ongoing commercial cannabis production activities, and likewise, ongoing commercial cannabis cultivation activities, within incorporated 3759 Hobbs Island Rd SE Huntsville, AL 35803.

WHEREAS, ARTEMIS AGRICULTURAL INDUSTRIES INC. having acquired all requisite Registration Certificates and Business Licensees, is duly authorized to engage in commercial activities. Will be utilized for manufacturing needs only for ARTEMIS AGRICULTURAL INDUSTRIES INC., .

involving the cultivation, harvesting, preparation and packaging and transport of medical cannabis, as well as, the extraction, refinement, infusion, as well as the transport of infused edible food products – intended for commercial retail sale - to duly licensed dispensaries operating within the state of Alabama;

WHEREAS, having developed a proprietary blend of cannabis infused beverage products, which include, without limitation, specialty infused coffee and tea beverages, has secured lawful patents and trademarks on one of two proprietary formulas subject to this Agreement, desires to license said intellectual property rights to a duly licensed medical and Adult Use marijuana establishment, with cultivation and production capabilities, so that said marijuana establishment may manufacture KCC'S products and distribute same to licensed Medical and Adult Use dispensaries for sale within the state of Alabama;

WHEREAS, KCC desires to engage the professional services of ARTEMIS AGRICULTURAL INDUSTRIES INC., for purposes of manufacturing, producing, packaging, selling and transporting all cannabis infused products procured by ARTEMIS AGRICULTURAL INDUSTRIES INC., in strict accordance with the proprietary formulas developed by KCC and marketed under the KCC brand; and ARTEMIS AGRICULTURAL INDUSTRIES INC., so desires to accept said engagement, as proposed by KCC and memorialized and reduced to written form herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and intending to be legally bound, the Parties hereby stipulate, acknowledge and agree as follows:

AGREEMENT

1. Production, Packaging and Distribution of the Products

During the Term (as defined in Section 12 below) of this Agreement and subject to the terms and conditions set forth herein and under the purview of the Registry Certificates issued to ARTEMIS AGRICULTURAL INDUSTRIES INC., by the DIVISION hereby stipulates, acknowledges and agrees to produce, manufacture, cook, prepare, package, box and distribute the products at the integrated licensed cultivation and production facility located at: 3759 Hobbs Island Rd SE Huntsville, AL 35803

In accordance with the consumer demands of Alabama dispensaries, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall manufacture, produce and package sufficient supply KCC products to meet current Alabama market demands.

All documentation pertaining to the subject intellectual property, including without limitation, all USPTO TEAS Reports generated for all trademarks issued to KUSH CUPS by the United States Patent and Trademark Office (“USPTO”), and all USPTO Notice(s) of Allowance issued to KUSH CUPS by the USPTO, are attached herewith and marked as Exhibit “A.”

With respect to the marketing of the licensed product-line, KCC shall contribute to ARTEMIS AGRICULTURAL INDUSTRIES INC.,’ efforts to market the KCC product line to consumer dispensaries operating throughout the state of Alabama, only to the extent that Alabama law permits an unlicensed third- party Licensor of intellectual property to be involved in this otherwise closed and regulated industry.

With respect to the proprietary formula subject to licensing agreements involving third-party vendors, all supplies and ingredients required (with the exception of the cannabis derived product provided by ARTEMIS AGRICULTURAL INDUSTRIES INC.,) for the manufacturing and/or production of any particular product(s) shall be supplied to ARTEMIS AGRICULTURAL INDUSTRIES INC., exclusively by KCC, so as to preserve integrity of the ongoing business relationships existing between KCC and third- party vendors. Likewise, products subject to such licensing agreements shall be manufactured and packaged by ARTEMIS AGRICULTURAL INDUSTRIES INC., in strict accordance with the product specifications (“Specifications”) attached herewith and marked as Exhibit “A”

(i) The Parties stipulate, acknowledge and agree that final products generated from and in accordance with the proprietary formulas licensed herein, the product design(s),

any and all USPTO Patents and Trademark Registration(s), as well as any data generated in connection therewith and any data generated therefor or in association therewith said specifications, patents, and any and all other data directly related to the products, which shall be produced by or on behalf of KCC, shall be, and remain, the sole and exclusive property of KCC, and shall not be used by ARTEMIS AGRICULTURAL INDUSTRIES INC., for any other purpose other than the fulfillment of ARTEMIS AGRICULTURAL INDUSTRIES INC., duties and obligations under this Agreement.

(ii) The Parties further stipulate, acknowledge and agree that ARTEMIS AGRICULTURAL INDUSTRIES INC., shall refrain from any unauthorized use and/or misuse of any of the protected product formulations/specifications, any USPTO Registration for any of the products, the products, any Confidential Information acquired directly as a result of their ongoing professional relationship with KCC (as defined in Paragraph 11 below), any Technology of KCC (as defined in Paragraph 11 below), any intellectual property of KCC (as defined in Paragraph 11 below), any pre-existing intellectual property of KCC (as defined in Paragraph 11 below) and/or any other asset of KCC other than as expressly provided herein shall be a material breach of this Agreement.

1. **Discontinued Products**

KCC reserves the right, at its sole discretion, to discontinue the manufacture of any of the products, or modify any size/configuration or ingredients of any of the products; provided, however, that KCC shall provide ARTEMIS AGRICULTURAL INDUSTRIES INC., with no less than thirty (30) days' notice, in writing, of any such discontinuance(s) or modifications, unless the discontinuance modification is mandated by a governmental agency and said mandate frustrates KCC's ability to formally notify ARTEMIS AGRICULTURAL INDUSTRIES INC. in writing within the thirty (30) day notice period previously stipulated by and between the Parties.

2. **Supply of Materials**

As used herein, "materials" means (i) the active ingredients, carriers, inserts, and any and all other ingredients required to produce the products WITH THE EXCEPTION OF THE CANNABIS MATERIAL. (ii) all packaging and labeling for the products, including, without limitation, any and all primary, secondary, and ancillary packaging. KCC will purchase and provide to ARTEMIS AGRICULTURAL INDUSTRIES INC., all materials necessary for the manufacturing, production, labeling and packaging for shipping of the products, notwithstanding the medical marijuana and/or derivative extracts, which, ARTEMIS AGRICULTURAL INDUSTRIES INC. shall provide. Likewise, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall package, and label all products in conformance with the specifications established by KCC. A list of specifications for the products and all shipping or boxing containers shall be provided by KCC to ARTEMIS AGRICULTURAL INDUSTRIES INC. with the specifications for such materials provided in the documentation attached herewith and marked as Exhibit "A." KCC, at its discretion, may purchase materials from any third party so long as all such materials meet the specifications as set by KCC.

For purposes of ensuring its ongoing substantial performance of all contractual obligations set forth herein, ARTEMIS AGRICULTURAL INDUSTRIES INC., hereby asserts, represents and warrants to KCC that it has, and shall maintain at its sole expense, an adequate inventory of medical marijuana and/or derivative extracts to ensure the timely production of a sufficient supply of KCC products so as to satisfy consumer demand.

3. **Pricing and Payment Terms**

(a) **Pricing of Products.** For the duration of this Agreement, and to the extent as permitted under Alabama law, KCC shall, at its sole discretion, determine the minimum sales price(s) of each of the individual products manufactured, packaged and delivered by ARTEMIS AGRICULTURAL INDUSTRIES INC. in accordance with the licensing Agreement with KCC. The product pricing may be subject to an adjustment to accommodate for any increase in the cost of the materials, as may be determined by KCC from time to time.

(b) Monthly Sales Reports. Within three (3) business days after the last day of each consecutive calendar month during the Term of this Agreement, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall prepare and submit to KCC a monthly sales report detailing the products delivered and sold during the preceding calendar month. ARTEMIS AGRICULTURAL INDUSTRIES INC., shall track Product sales utilizing the BIOTRACK software system as well as QUICKBOOKS.

(c) Sales Revenue Allocation/Expenses.

For and in consideration of the full and timely performance of the Parties' duties and obligations hereunder, the gross sales revenue derived from the sale of any products by the Parties pursuant to this Agreement shall be allocated and distributed as follows: Seventy Percent (%) to ARTEMIS AGRICULTURAL INDUSTRIES INC., and thirty Percent (%) to KCC based on \$100,000.00 gross sales per calendar month. A monthly sales revenue of below \$100,000.00 will utilize a distribution of eighty percent (%) ARTEMIS AGRICULTURAL INDUSTRIES INC., and twenty percent (%) to KCC for month completed. Performance distribution scale will be reviewed annually based on the sales and financial performance

(d) Audit Rights. Upon establishing good cause to warrant an audit at the expense of Licensee, KCC shall have the right to audit the books and records of ARTEMIS AGRICULTURAL INDUSTRIES INC., relating to the production and/or sale of all Products under this Agreement upon thirty (30) days of issuance of written notice. KCC may designate its authorized agents to conduct any. audit. All audits shall be conducted during normal business hours at ARTEMIS AGRICULTURAL INDUSTRIES INC., ' corporate offices or such other locations as the Parties may stipulate to and agree upon. In the event that an audit discloses a variance in the payment of revenues under Subsection

(c) above or greater than seven percent (7%), ARTEMIS AGRICULTURAL INDUSTRIES INC., shall be liable for all expenses incurred in connection with said audit and shall reimburse KCC in accordance with the

30 30 Rule.

4. Delivery and Risk of Loss

(a) Delivery; Title and Risk of Loss

(i) ARTEMIS AGRICULTURAL INDUSTRIES INC., shall be responsible to arrange and pay all expenses incurred for the fulfillment and delivery of all Products subject to any purchase orders to such locations and entities as designated by in each purchase order. Such expenses are direct and separate expenses of ARTEMIS AGRICULTURAL INDUSTRIES INC., .

(ii) All Products will be delivered not earlier than five (5) calendar days before, or one (1) calendar day after, the requested delivery date set forth in the related purchase order, and ARTEMIS AGRICULTURAL INDUSTRIES INC., will be responsible to engage an authorized carrier to take custody of such Products within two (2) business days of the designated delivery date in any purchase order. ARTEMIS AGRICULTURAL INDUSTRIES INC., acknowledges that the ability to deliver the Products within such period is an essential obligation of ARTEMIS AGRICULTURAL INDUSTRIES INC., hereunder and ARTEMIS AGRICULTURAL INDUSTRIES INC., 's failure to do so, other than due to an event of force majeure, shall be a material default of this Agreement.

5. Exclusivity and Territory

During the duration of this Agreement, KCC grants ARTEMIS AGRICULTURAL INDUSTRIES INC., the exclusive rights to produce, market, distribute and sell the Products in the state of Alabama KCC further grants ARTEMIS AGRICULTURAL INDUSTRIES INC., the right of first refusal to produce, market, distribute and sell the Products in such others states within the United States that KCC elects to conduct business, subject however, an exemption for any states or other territories for which KCC has established business

operations or otherwise granted territorial rights to third parties prior to the Effective Date of this Agreement.

6. Limited Grant of License/Royalty Fee

(a) For the term of this Agreement, KCC grants and conveys to ARTEMIS AGRICULTURAL INDUSTRIES INC. a limited, non-exclusive, non-transferable license to use all trade name(s), intellectual property, machinery and equipment associated with Products for the sole and exclusive purpose of producing, marketing, distributing and sale of the products in furtherance of ARTEMIS AGRICULTURAL INDUSTRIES INC., ' duties and obligations under this Agreement. In the event of a breach resulting in the termination of this Agreement, the license rights granted to ARTEMIS AGRICULTURAL INDUSTRIES INC., shall terminate effective immediately.

(b) In consideration of the license rights granted by KCC, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall pay to KCC a one- time royalty fee of \$200,000.00 upon the effective date of this Agreement

7. Licensee's Representations and Warranties

In addition to representations and warranties contained elsewhere in this Agreement, ARTEMIS AGRICULTURAL INDUSTRIES INC., represents and warrants to KCC as follows:

(a) ARTEMIS AGRICULTURAL INDUSTRIES INC., is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Alabama.

(b) ARTEMIS AGRICULTURAL INDUSTRIES INC., has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of ARTEMIS AGRICULTURAL INDUSTRIES INC. enforceable in accordance with its terms and conditions, and the terms of this Agreement do not and will not conflict with or violate any agreement or instrument, law or regulation to which ARTEMIS AGRICULTURAL INDUSTRIES INC., is subject to.

(c) As of the Effective Date of this Agreement, ARTEMIS AGRICULTURAL INDUSTRIES INC., is not in violation of any obligation, representation or warranty of KCC hereunder.

(d) All Products produced and delivered by ARTEMIS AGRICULTURAL INDUSTRIES INC., hereunder will be manufactured and packaged in accordance with the products' specifications as set forth in Exhibit "A", as amended from time to time.

(e) Throughout the term of this Agreement, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall keep and maintain the cultivation and production Registry Certificates in good standing with the DIVISION.

(f) ARTEMIS AGRICULTURAL INDUSTRIES INC., shall keep and maintain the cultivation and production facility in strict compliance with the provisions of Chapters _____ of the Alabama Revised Statutes and the Alabama Administrative Code, throughout the duration of this engagement.

8. **KCC's Representations and Warranties**

In addition to any representations and warranties contained elsewhere in this Agreement, KCC represents and warrants to ARTEMIS AGRICULTURAL INDUSTRIES INC., as follows:

- (a) KCC is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of California.
- (b) KCC has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of KCC, enforceable in accordance with its terms and conditions, and the terms of this Agreement do not and will not conflict with or violate any agreement or instrument, or law or regulation, to which KCC is subject to.
- (c) As of the Effective Date of this Agreement, KCC is not in violation of any obligation, representation or warranty of KCC hereunder.
- (d) The products, if manufactured, assembled, packaged, labeled, and packed for shipment in accordance with the specifications by KCC, shall be in full compliance with all applicable laws, rules, and regulations and will not infringe upon nor otherwise violate any patents held or owned by any third parties.
- (e) KCC requirements or terms for marketing, sale, and distribution of such Products will be in full compliance with all applicable Alabama laws, rules, and regulations.
- (f) The products and any marketing, sale, and/or distribution of thereof will not infringe upon any intellectual property or other proprietary rights of any third party. All products shall be sold under trade names or trademarks that are the exclusive property of KCC or that can lawfully be used by KCC.
- (g) KCC shall provide all information necessary for ARTEMIS AGRICULTURAL INDUSTRIES INC., to manufacture the Products in accordance with the specifications.

9. **Indemnification**

(a) ARTEMIS AGRICULTURAL INDUSTRIES INC., 'S Indemnification. ARTEMIS AGRICULTURAL INDUSTRIES INC., shall indemnify, defend and hold KCC harmless and free there from, as well as its members, managers, directors, officers, employees, agents and representatives ("Representatives"), any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorney fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third-party or by a Party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with (i) any material breach by of the terms of this Agreement; (ii) material non-compliance with the Specifications or the Warranties; (iii) any governmental, regulatory or other proceedings to the extent any such proceedings resulted from ARTEMIS AGRICULTURAL INDUSTRIES INC., failure to comply in any material respect with the Specifications or the Warranties proffered by ARTEMIS AGRICULTURAL INDUSTRIES INC., or any applicable governing law, rule and/or regulation; or (iv) any recall or return of the Products initiated by or KCC, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that ARTEMIS AGRICULTURAL INDUSTRIES INC., 'S failure to comply in any material respect with the Specifications or the Warranties proffered by ARTEMIS AGRICULTURAL INDUSTRIES INC., or any applicable governing rule, law and/or regulation is responsible for such recall. In any event, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall not be responsible to KCC or any of its Representatives, for any punitive,

special, indirect, incidental or consequential damages as the result of any of its acts or omissions.

(b) KCC'S Indemnification. KCC shall indemnify, defend and hold ARTEMIS AGRICULTURAL INDUSTRIES INC., harmless and free therefrom, as well as its members, managers, directors, officers, employees, agents and representatives ("Representatives"), any and all losses directly or indirectly arising out of, resulting from or in any way

connected with (i) any material breach by KCC of the terms of this Agreement; (ii) material non-compliance with the Warranties proffered by KCC; (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from KCC'S failure to comply in any material respect with the Warranties proffered by KCC or KCC'S acts or omissions in transporting, marketing, distributing or selling the products; (iv) any recall or return of the products initiated by ARTEMIS AGRICULTURAL INDUSTRIES INC., or KCC, whether voluntarily or by order of any court or other duly empowered governmental or regulatory office, to the extent that KCC'S failure to comply in any material respect with the Warranties proffered by KCC are responsible for such recall; or (v) any claim that the products or the intellectual property or proprietary rights owned (or claimed to be owned) by KCC infringe upon or violate any patent, trademark, copyright, trade secret or other intellectual property or proprietary rights of any third party. In any event, KCC shall not be responsible to ARTEMIS AGRICULTURAL INDUSTRIES INC., or any of its Representatives, for any punitive, special, indirect, incidental or consequential damages as the result of any of its acts or omissions.

(c) Indemnification Procedures. The indemnitor shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the indemnitee, which notice shall be given by the indemnitee within ten (10) days of the indemnitee's knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate the indemnitor's indemnification obligations to the indemnitee unless, and only to the extent to which, such failure has substantially prejudiced the indemnitor. Notwithstanding the foregoing, the indemnitee shall have the right, in its sole discretion and at indemnitee's expense, to participate in or to defend or prosecute, through its own counsel, any claim suit or action for which it is entitled to indemnification by indemnitor; provided, however, that if the indemnitee is advised in writing by its legal counsel that there is a conflict between the positions of the indemnitor and the indemnitee in conducting the defense of such action or that there are legal defenses available to the indemnitee different from or in addition to those available to the

indemnitor, then counsel for the indemnitee, at the indemnitor's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the indemnitee. The indemnitor shall not enter into any compromise or settlement without the indemnitee's prior written consent, which consent shall not be unreasonably withheld, unless the settlement is limited to money paid by the indemnitor, with no acknowledgment of wrongdoing by the indemnitee and no other restriction on or liability to the indemnitee. The absence of a complete and general release of all claims against indemnitee shall be reasonable grounds for indemnitee to refuse to provide written consent to a compromise or settlement. If the indemnitor does not assume and diligently pursue the defense of such claim, suit or action the indemnitor shall reimburse the indemnitee for the reasonable fees and expenses of any counsel retained by the indemnitee to undertake or assist in such defense, and shall be bound by the results obtained by the indemnitee; provided, however, that no such claim, suit or action shall be settled without the indemnitor's prior written consent, which consent shall not be

unreasonably withheld, unless the settlement is limited to money paid by the indemnitor, with no acknowledgment of wrongdoing by the indemnitor and no other restriction on or liability to the

indemnitor. The absence of a complete and general release of all claims against indemnitor shall be reasonable grounds for indemnitor to refuse to provide written consent to a compromise or settlement

(d) Limitations. Each Party entitled to indemnification hereunder shall take all reasonable steps to mitigate all losses, costs, expenses and damages after becoming aware of any event which could reasonably be expected to give rise to any losses, costs, expenses or damages that are indemnifiable or recoverable hereunder. hereby waives and releases any other rights, remedies, causes of action or claims arising under this Agreement, of any kind or nature.

10 **Limitations**

(a) THE WARRANTIES PROFFERED BY ARTEMIS AGRICULTURAL INDUSTRIES INC., AND THE WARRANTIES PROFFERED BY KCC SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE WARRANTIES PROFFERED BY ARTEMIS AGRICULTURAL INDUSTRIES INC., AND THE WARRANTIES PROFFERED BY KCC, NEITHER PARTY MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR THE PRODUCTS. IN NO EVENT, SHALL KCC BE RESPONSIBLE FOR ANY MODIFICATION, ADULTERATION OR TAMPERING WITH THE PRODUCT AFTER IT LEAVES THE FACILITY.

(b) EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING LOST PROFITS), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 **Intellectual Property and Confidential Information**

(a) Definitions

(i) "Affiliate" shall mean, with respect to any part, any other person who directly or indirectly controls or is controlled by, or is under common control with, such person; and "control" means, with respect to any person, the direct or indirect ability to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise.

(ii) "KCC Confidential Information" means the product formulations/specifications, any and all USPTO Registration(s) and any data generated therefor or in association therewith USPTO, specifications, patent and any and all information or technology that: (A) concerns

or relates to any aspect of the products or the business of KCC; (B) is owned or used by KCC; or (C) is, for any reason, identified or otherwise treated as confidential by KCC, in each instance, whether or not reduced to writing or other tangible medium of expression, and whether or not patented,

patentable, capable of trade secret protection or protected as an unpublished or published work

under the United States Copyright Act of 1976, as amended (“Copyright Act”), except such information or technology that can clearly show (I) was publicly known prior to the date of this Agreement; (II) subsequent to the date of this Agreement has become publicly known through no fault of KCC; (III) was known to and documented by prior to the date of this Agreement, other than as previously supplied by KCC to or its predecessor(s) and with respect to which was not and is not under any obligation of confidentiality; (IV) was disclosed to without restriction on disclosure or use by a third party, other than any of KCC’S predecessors who was not under any obligations of confidentiality (contractual or otherwise), or (V) was independently developed by without violation of any of its covenants under this Agreement.

(iii) “ARTEMIS AGRICULTURAL INDUSTRIES INC., Confidential Information” means any and all information or Technology that (A) concerns or relates to the business of ARTEMIS AGRICULTURAL INDUSTRIES INC., ; (B) is owned or used by ARTEMIS AGRICULTURAL INDUSTRIES INC., ; or (C) is, for any reason, identified or otherwise treated as confidential by ARTEMIS AGRICULTURAL INDUSTRIES INC. in each instance, whether or not reduced to writing or other tangible medium of expression, and whether or not patented, patentable capable of trade secret protection or protected as an unpublished or published work under the Copyright Act, except such information or Technology that ARTEMIS AGRICULTURAL INDUSTRIES INC., can clearly show (I) was publicly known prior to the date of this Agreement; (II) subsequent to the date of this Agreement has become publicly known through no fault of ARTEMIS AGRICULTURAL INDUSTRIES INC., ; (III) was known to and documented by prior to the date of this Agreement, other than as previously

supplied by ARTEMIS AGRICULTURAL INDUSTRIES INC., or its predecessor(s) to KCC, and with respect to which ARTEMIS AGRICULTURAL INDUSTRIES INC., was not and is not under any obligation of confidentiality;

(IV) was disclosed to ARTEMIS AGRICULTURAL INDUSTRIES INC., without restriction on disclosure or use by a third party, other than any of ARTEMIS AGRICULTURAL INDUSTRIES INC.,' predecessors, who was not under any obligations of confidentiality (contractual or otherwise), or (V) was independently developed by ARTEMIS AGRICULTURAL INDUSTRIES INC., without violation of any of its covenants under this Agreement.

(iv) "Technology" means methods, processes, designs, data, apparatus, devices, packaging or packaging materials, techniques, formulations, flow charts, block diagrams, reports, systems, sketches, compositions of matter, discoveries and inventions (whether or not patentable), patents, patent applications, works of authorship (whether or not copyrightable), information, algorithms, trade secrets, procedures, notes, summaries, results and conclusions.

(b) Intellectual Property

(i) KCC'S Intellectual Property. KCC and ARTEMIS AGRICULTURAL INDUSTRIES INC., agree that as between them, KCC is the sole and exclusive owner of all rights, intellectual and otherwise, to

(A) all patents and/or formulas/specifications (including any and all ideas, concepts, know-how, techniques, processes, methods, models, designs, discoveries, developments, inventions, innovations, and improvements of KCC or its Affiliates relating thereto) for the Products and the components thereof, (B) the trademarks, trade names and trade dress used in connection with the packaging, marketing and sale of the Products (other than any reference, if any, on such packaging to 's name or trademark), and (C) the USPTO Registrations. For the duration of this Agreement, KCC shall sell the products under its own trademarks and trade dress. ARTEMIS AGRICULTURAL INDUSTRIES INC.,

acknowledges that such trademarks, trade dress, and any other designations of the product labels and packages are the sole and exclusive property of KCC, and that KCC'S labeling of the product under KCC'S trademarks and trade dress shall not be construed as granting any right in such trademarks or trade dress to ARTEMIS AGRICULTURAL INDUSTRIES INC., . Furthermore, ARTEMIS AGRICULTURAL INDUSTRIES INC., covenants and agrees that it will not, nor will it cause or permit any of its Affiliates to, act in any manner inconsistent with the rights of KCC with respect to its proprietary Technology as described in this Section 11(b)(i).

(ii) ARTEMIS AGRICULTURAL INDUSTRIES INC., 'S Intellectual Property. KCC and ARTEMIS AGRICULTURAL INDUSTRIES INC., agree that as between them, ARTEMIS AGRICULTURAL INDUSTRIES INC., is the sole and exclusive owner of all rights, intellectual and otherwise, to all patents and/or formulas (including any and all ideas, concepts, know-how, techniques, processes, methods, models, designs, discoveries, developments, inventions, innovations, and improvements of ARTEMIS AGRICULTURAL INDUSTRIES INC., or its Affiliates relating thereto) for: (A) the software systems used by to track product specifications or standard operating procedures and general manufacturing procedures; (B) ARTEMIS AGRICULTURAL INDUSTRIES INC., ' product manufacturing processes; and (C) ARTEMIS AGRICULTURAL INDUSTRIES INC., ' finished product validation procedures. KCC covenants and agrees that it will not, nor will it cause or permit any of its Affiliates to, act in any manner inconsistent with the rights of ARTEMIS AGRICULTURAL INDUSTRIES INC., with respect to its proprietary Technology as described in this Section 11(b) (ii).

(iii) New Intellectual Property Developed by ARTEMIS AGRICULTURAL INDUSTRIES INC., . KCC and ARTEMIS AGRICULTURAL INDUSTRIES INC., agree that as between them, that ARTEMIS AGRICULTURAL INDUSTRIES INC., shall be the sole and exclusive owner of all rights, intellectual and otherwise, to any new proprietary processing techniques and proprietary operating procedures for manufacturing, assembling, packaging, labeling, and packing for shipment the products (including any and all ideas, concepts, know-how,

techniques, processes, methods, models, designs, discoveries, developments, inventions, innovations and improvements of ARTEMIS AGRICULTURAL INDUSTRIES INC., and/or any of its Affiliates related thereto) developed by and/or any of its Affiliates during their performance under this Agreement. Nevertheless, KCC covenants and agrees that it will not, nor will it cause or permit any of its Affiliates to, act in any manner inconsistent with the rights of KCC with respect to its proprietary technology as described in this Section 11(b)(iii).

(iv) **Jointly Developed Intellectual Property.** If KCC and ARTEMIS AGRICULTURAL INDUSTRIES INC., decide to jointly develop any intellectual property during the duration of the Agreement, the Parties will, prior to commencing such joint development project, discuss and agree in writing upon ownership rights for any intellectual property so developed.

(v) **Pre-Existing Intellectual Property.** KCC and ARTEMIS AGRICULTURAL INDUSTRIES INC., agree that, as a result of performing under this Agreement, neither Party acquires any right, title or interest in any form of intellectual property that the other Party owned or controlled as of the Effective Date of this Agreement, or that the other Party obtains ownership or control of separate and apart from such other Party's performance under this Agreement.

(c) **Confidentiality.**

(i) **Treatment of KCC's Confidential Information.** During the duration of this Agreement and for the longer of either: (A) five (5) years after termination of this Agreement ; or (B) for so long as the KCC'S Confidential Information shall not be publicly known, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall not use any KCC'S Confidential Information, except to perform its obligations under this Agreement, or disclose any KCC'S Confidential Information to any third party, except, as authorized in writing by KCC, or as required by applicable law. Upon termination of this Agreement, or upon written request

by KCC, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall deliver to KCC, all KCC'S Confidential Information, as well as all documents, media, items and Technology comprising, embodying or relating to KCC's Confidential Information, as well as any other documents or things belonging to KCC that may be in ARTEMIS AGRICULTURAL INDUSTRIES INC., ' possession.

(ii) Treatment of ARTEMIS AGRICULTURAL INDUSTRIES INC., ' Confidential Information. During the duration of this Agreement, and for the longer of either: (A) five (5) years after termination of this Agreement; or (B) for so long as the ARTEMIS AGRICULTURAL INDUSTRIES INC., ' Confidential Information shall not be publicly known, KCC shall not use any ARTEMIS AGRICULTURAL INDUSTRIES INC., 'S Confidential Information, except to perform its obligations under this Agreement, or disclose any ARTEMIS AGRICULTURAL INDUSTRIES INC., 'S Confidential Information to any third party, except as authorized in writing by ARTEMIS AGRICULTURAL INDUSTRIES INC., or as required by applicable law. Upon termination of this Agreement, or upon written request of ARTEMIS AGRICULTURAL INDUSTRIES INC. KCC shall deliver to ARTEMIS AGRICULTURAL INDUSTRIES INC., all ARTEMIS AGRICULTURAL INDUSTRIES INC., 'S Confidential Information, as well as all documents, media, items and Technology comprising, embodying or relating to the ARTEMIS AGRICULTURAL INDUSTRIES INC., ' Confidential Information, as well as any other documents or things belonging to that may be in KCC'S possession.

(iii) The provisions of this Section 11(c) shall supersede any other confidentiality agreements between the Parties with respect to the subject matter hereof and such confidentiality agreements are hereby terminated as between KCC and ARTEMIS AGRICULTURAL INDUSTRIES INC., . KCC and ARTEMIS AGRICULTURAL INDUSTRIES INC., hereby confirm that all proprietary information previously disclosed by one to the other prior to the date of this Agreement shall be deemed to be KCC'S Confidential Information or Confidential Information, as applicable.

12 Term and Termination

(a) Term. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of thirty-six (36) Months (“Initial Term”), unless otherwise terminated earlier pursuant to Section 14(b) or 14(c). This Agreement shall renew automatically for one (1) additional term of five (5) years (the “Renewal Term,” and together with the Initial Term, the “Term”), unless either Party submits a notice of termination within one hundred twenty (120) days of the expiration of the Initial Term, in which event this Agreement shall terminate at the expiration of the Initial Term.

(b) Termination by Either Party. This Agreement may be terminated for cause by either KCC or ARTEMIS AGRICULTURAL INDUSTRIES INC., in accordance with any of the following provisions:

(i) If a Party fails to substantially perform or substantially comply in any material respect with any of its obligations under this Agreement (except pursuant to an event of non-payment), and such failure is not remedied within sixty (60) days after receipt of written notice of such failure from the other Party, then the other Party may elect to terminate this Agreement as a result of the other Party’s material breach;

(ii) If a Party fails to substantially perform or substantially comply in any material respect with any of its monetary payment obligations under this Agreement and such failure is not remedied within least fifteen (15) consecutive or cumulative days, then the non-breaching Party may elect to terminate this Agreement as a result of the other Party’s material breach; or

(iii) If a Party: (A) memorializes into writing an admission of its inability to pay its debts as they mature; (B) makes a general assignment for the benefit of creditors; (C) applies for, or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (D) files a petition or be the subject of an involuntary petition

in bankruptcy or for reorganization or for an arrangement pursuant to a bankruptcy act or insolvency which petition is not dismissed within ninety (90) days from such filing; or (E) is adjudicated as bankrupt or insolvent, then the other Party may immediately terminate this Agreement upon written notice.

(c) Rights Upon Termination. Any termination of this Agreement shall be without prejudice to all other rights and remedies available to the Parties under this Agreement or at law or in equity.

13 Non-Competition, Non-Solicitation and Remedies

(a) Non-Competition During the Restricted Period (as defined below), and without the prior written consent of KCC, ARTEMIS AGRICULTURAL INDUSTRIES INC., will not be or become (a) interested in or engaged in any manner, directly or indirectly, in any state county and/or city in the United States, either alone or with any person, firm or business entity now existing or hereafter created, in any business, trade or other enterprise substantially similar to or which is or may be directly or indirectly competitive with the Business of KCC, or any business of any affiliate of the KCC (together hereinafter referred to as "KCC Business") or (b) directly or indirectly, a stockholder, member or officer, director or of, or in any manner associated with, or aid or abet or give information or financial assistance to any business which is or may be competitive with the KCC Business; provided, that nothing contained herein shall prevent ARTEMIS AGRICULTURAL INDUSTRIES INC., from acquiring or holding, as a passive investment, not more than one percent (1%) of the outstanding capital shares of any publicly held corporation engaged in the KCC Business. ARTEMIS AGRICULTURAL INDUSTRIES INC., represents and warrants that as of the date hereof, ARTEMIS AGRICULTURAL INDUSTRIES INC., does not own more than one percent (1%) of the outstanding capital shares of any publicly held corporation engaged in a business which is or may be competitive with the KCC Business.

(b) Non-Solicitation of Clients and Customers. ARTEMIS AGRICULTURAL INDUSTRIES INC., covenants and agrees that during the Restricted Period, it shall not, directly or indirectly, solicit, attempt to solicit or assist another to solicit any client(s) or customer(s) of the KCC, including any potential customer(s) of the KCC with whom ARTEMIS AGRICULTURAL INDUSTRIES INC., had initiated negotiations as a prospective customer(s), to cease to continue its business relationship or negotiations with the KCC or any of its affiliates.

(c) Restricted Period. "Restricted Period" means the twelve (12) month period commencing on the date of termination of this Agreement; provided, however, that if (and only if) required by a final decision or order of a court of competent jurisdiction or arbitrator in order for the provisions of this Section 2.1(f) to remain valid and enforceable against ARTEMIS AGRICULTURAL INDUSTRIES INC. "Restricted Period" means the nine (9) month period commencing on the date of termination of this Agreement, provided, however, that if (and only if) required by a final decision or order of a court of competent jurisdiction or arbitrator in order for the provisions of this Section 2.1(f) to remain valid and enforceable against , "Restricted Period" means the six (6) month period commencing on the date of termination this Agreement; provided, however, that if (and only if) required by a final decision or order of a court of competent jurisdiction or arbitrator in order for the provisions of this Section 2.1(f) to remain valid and enforceable against Licensee, "Restricted Period" means the three (3) month period commencing on the date of termination of this Agreement.

(d) Rights and Remedies Upon Breach. ARTEMIS AGRICULTURAL INDUSTRIES INC., agrees that if it materially breaches any of the provisions of Section 13 of this Agreement, the KCC shall have the following rights and remedies, each of which shall be independent of the other and severally enforceable and all of which shall be in addition to and not in lieu of any other rights and remedies available to the KCC under law or in equity.

(e) Specific Enforcement/Injunctive Relief. With respect to the right to obtain injunctive relief to have the provisions of Section 13, specifically enforced by any court having competent jurisdiction, ARTEMIS AGRICULTURAL INDUSTRIES INC., expressly acknowledges and agrees that the scope of the provisions of Section 13 are reasonable and necessary in light of 's fiduciary relationship to the KCC and that considering the confidential and proprietary information to which ARTEMIS AGRICULTURAL INDUSTRIES INC., has, and in the future will have, access to that any such breach will cause immediate and irreparable injury to KCC and that monetary damages alone will not provide an adequate remedy to the KCC.

14. **Survival**

The terms, conditions, rights, duties, and obligations set forth in Sections 11, 13 and any other provision which by its plain language is intended to survive this Agreement, shall survive any termination/expiration of this Agreement.

15. **Notices**

Any notice or other communication required or permitted to be given hereunder shall be in writing (including facsimile or similar transmission) and mailed (by certified mail, return receipt requested, postage prepaid), sent or delivered (including by way of overnight courier service) addressed as follows:

If to KCC, LLC:

KCC CALIFORNIA, LLC,

Attn: Kush Cups Inc. [REDACTED] Gilbert, AZ 85234

Telephone: [REDACTED]

Email [REDACTED]

With a copy to:

Thomson Esq, PLC Attn: Neil W. Thomson [REDACTED]

Phoenix, Arizona 85004

Telephone: [REDACTED] Email: [REDACTED]

If to ARTEMIS AGRICULTURAL INDUSTRIES INC. LLC, d/b/a

ARTEMIS AGRICULTURAL INDUSTRIES INC., LLC,

Attn: Paul Short [REDACTED] Huntsville, AL 35803

Telephone: [REDACTED]

Email: [REDACTED]

or to such other addresses as the parties may give notice to the others by like means. All such notices and communications, if mailed, shall be effective upon the earlier of (a) actual receipt by the addressee, (b) the date shown on the return receipt of such mailing, or (c) three (3) business days after deposit in the mail. All such notices and communications, if not mailed, shall be effective upon the earlier of (a) actual receipt by the addressee, (b) with respect to electronic mail and similar electronic transmission, the earlier of (i) the time that electronic confirmation of a successful transmission is received or (ii) the date of transmission, if a confirming copy of the transmission also is sent by overnight courier service on the date of transmission, or (c) with respect to delivery by overnight courier service, one (1) day after deposit with such courier service, if delivery on such day by such courier is confirmed with the courier or the recipient.

16. **Independent Contractor; Right to Subcontract.**

(a) ARTEMIS AGRICULTURAL INDUSTRIES INC., is an independent contractor and licensee of KCC.

Accordingly, ARTEMIS AGRICULTURAL INDUSTRIES INC., is not an agent, employee, partner, joint venture partner, subsidiary or an affiliated entity of KCC. As such, no Party shall incur any debts or make any commitments on behalf of the other, except to and only to the extent, if at all, specifically provided in this Agreement.

(b) If circumstances so necessitate, ARTEMIS AGRICULTURAL INDUSTRIES INC., shall have the right to subcontract to any third parties any of its obligations hereunder (including, without limitation its obligations to manufacture, produce, package, label, and pack for shipment for the Products); without KCC'S prior written consent and approval.

17 **Force Majeure**

Except as otherwise provided herein, neither party shall be liable to the other for any Losses or for any failure to perform under this Agreement when such failure is caused by factors beyond the reasonable control of such party, including by way of illustration, but not limited to, any act of God, war, embargo, fire, flood, explosion or other natural disaster, strikes, labor disputes, unavailability of raw materials or ingredients, supply allocations, or actions or impositions by federal, state or local authorities, vandalism, riot, commotion, act of public enemies, blockage or embargo. Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, the party whose performance is delayed or prevented shall be relieved from fulfilling its obligations under this Agreement during the period of such force majeure event and shall immediately provide written notice to the other party of such occurrence and the anticipated effect of such occurrence. The party whose performance is affected shall use its commercially reasonable best efforts to minimize disruptions in its performance and shall resume full performance of its obligations under this Agreement as soon as possible. Notwithstanding the foregoing, the occurrence of a force majeure event shall not excuse the obligation of a party to pay sums owed to another party hereunder and in no event shall the terms of this Agreement be construed to require a party to settle a labor dispute.

18 **Assignment**

Neither party shall assign its rights or cause to be assumed any of its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that ARTEMIS AGRICULTURAL INDUSTRIES INC., may, without the consent of KCC, (a) assign its rights and obligations hereunder, (i) to any Affiliate, any successor by merger, or any purchaser of substantially all of the capital stock or assets of ; provided, however, that ARTEMIS AGRICULTURAL INDUSTRIES INC., shall give KCC prompt written notice of any such merger or sale, and (b) collaterally assign its rights hereunder to any lender. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

19 **Non-Waiver**

No provisions of this Agreement shall be waived by any act, omission or knowledge of the parties except by an instrument in writing expressly waiving such provisions and executed by the party against whom such waiver is claimed. Any failure or delay by either party to insist upon strict performance of any provision hereof or to exercise any right, power, privilege, or remedy consequent upon default hereunder shall not constitute a waiver of any provision, right, power, or privilege, or of any available remedy under the Agreement, including any provision the performance of which was not insisted upon and/or any right, power, privilege, and/or remedy which was not exercised.

20 **Governing Law; Jurisdiction**

This Agreement shall be governed by and construed in accordance with the governing laws of the state of California without regard to conflict of law principles. Any case or

controversy arising out of or related to this Agreement shall be filed with any court within the state of California located within the County of Clark, whether state or federal, having general jurisdiction over the subject matter, and both parties hereto irrevocably submit to the personal jurisdiction of such court and waive any objection to either personal jurisdiction or venue with regard to such court.

21 **Severability**

In the event that any one or more of the provisions set forth in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision(s) had never been set forth herein. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, duration, activity, subject, or geographical scope, it shall be construed by reducing it so as to be enforceable to the extent capable.

22 **Entire Agreement; Conflicts**

This Agreement, including the Recitals contained herein and the Exhibits attached hereto, comprise the entire Agreement between the parties and supersedes all other understandings or Agreements, whether written or oral, between the parties relative to the manufacture and packaging of the Products. In the event of any conflict, the terms and conditions of this Agreement shall prevail over the terms and conditions of any purchase order or other shipping, delivery, receiving, billing or other document used directly or indirectly by either Party in performing this Agreement.

23 **Amendments/Modifications**

This Agreement may not be amended or modified except through a writing referencing this Agreement and fully executed by both parties hereto.

23 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile copies of signed documents shall be deemed to be original signed documents for all purposes hereunder.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative effective as of the Effective Date set forth above.

24 **Amendments to Parties Corporation Title:**

Kush Cups CA LLC,
Matt Rettig, COO Kush Cups CA, LLC
Rick Chavez, Founder of Kush Cups CA, LLC.

ARTEMIS AGRICULTURAL INDUSTRIES INC., :

Dated this 27th day of December 2022.

Paul Short

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 15 – Coordination of Information from Registered Certifying Physicians

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

12-29-2022

Verification Date

Coordination of Information

We intend to follow the same current regulatory rules and regulations overseeing pharmacies and their dispensing of prescribed Class II controlled substances. That is to say, each registered physician will be required to provide their registered certification number on their prescription. These will only be accepted in paper form compliant with the

Alabama Board of Pharmacy and in the form of EPCS with 2-FA verification for every registered prescriber.

Then, we expect the prescription to be checked prior to and registered with the AL PDMP at the time of dispensing the prescribed medications by a registered delegate with PDMP permissions. Additionally, we expect patients to confine themselves to the same rules as other controlled substances, in that pharmacy shopping or dispensary shopping is discouraged and instead a designated dispensary will be preferred for compliance with DEA rules and regulations.

Each physician may reach out and inform our dispensaries of their registration and certifications, and we are happy to list them in our location, but we will give no individual preference or favor to any physician regardless of patient volume from any physician. There will specifically be no arrangements violating Stark Law. We will require all patients to verify identity with a valid photo ID prior to dispensing any medication.

Signed

Martin F Schreeder, MD

DEA# FS6777140

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 16 – Point-of-Sale Responsibilities

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

Patients will receive educational material about medical marijuana, various methods of administration, educational material about the laws in Alabama in regards to medical marijuana, email notifications, and tracking sheets for patients to track their own effects from each strain. The Applicant will have a medical director on call or on site during hours of operation to tend to our patients medical needs when necessary.

- The Applicant will offer a wide variety of educational material to inform our patients, the general public and anyone else that may inquire about medical marijuana and related products.
- We will offer the following educational materials:
 - o Print out detailed information on different marijuana strains including species of the plant such as Indica, Sativa, and Hybrids. The six major Cannabinoids THC, CBD, CBN, CBG, CBC, THCV, potency and its effects
 - o Patient Material will include:
 - Method of Consuming Medical Marijuana:
 - o Infused products including pros and cons
 - Warnings Statement: **WARNING: Marijuana use can be addictive and can impair an individual's ability to drive a motor vehicle or operate heavy machinery. Marijuana smoke contains carcinogens and can lead to an increased risk for cancer, tachycardia, hypertension, heart attack, and lung infection. KEEP OUT OF REACH OF CHILDREN AND UNAUTHORIZED INDIVIDUALS.**
 - A statement that using medical marijuana in public places is prohibited.
 - Risks and side Effects/Contraindications of MM including use/operation of a vehicle/heavy machinery, caring for children and job performance
 - Drug Interaction/Medical Issues

- Alternative Medical Options including Yoga, Acupuncture and Hypnotherapy
- o Log page maintained by the QP/DCG in which the QP/DCQ may track the use and effect of specific MM strains and products and its routes of administration.
- o A rating scale for pain, cachexia or wasting syndrome, nausea, seizures, muscle spasms, and agitation
- o Informative printout on varying medical marijuana subjects:
 - Signs and Symptoms of Substance Abuse- its warning signs, tolerance, dependency, withdrawal, loss of control
 - A listing of substance abuse programs and referral information in alphabetical order
 - Helping a family member or friend struggling with substance abuse
- o Cards explaining the different strains available and which strain is right for specific qualifying conditions or related symptoms.
- o The Applicant Dispensary Agents will be knowledgeable in every area of medical marijuana in Alabama, so any patient in the dispensary will be able to ask for assistance or information.

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 17 – Confidentiality of Patient Information

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

The Applicant will require all of its facilities to use Biotrack Seed-to-sale software and its secure and HIPPA compliant servers.

INFORMATION PROTECTION

All employees must implement the following measure to control access to, and protect the storage and transmission of confidential electronic information.

1. Information Security Management

The vendor's network and servers must be protected by an information security function that:

- Establishes information security management policies and controls;
- Monitors compliance to established controls;
- Assigns information security roles and responsibilities;
- Assesses information risks and manages risk mitigation.

2. Protected Access to Confidential Information

Confidential Information:

- May only be stored on secure servers that are protected from general purpose computer networks by a dedicated firewall.
- May not be stored on any internal drives to which external portable media recordable devices can be attached for the extraction of data.

3. Environmental Controls

All critical computer resources must be housed in accordance with equipment manufacturer's operating specifications for temperature ranges, humidity levels, and other pertinent parameters.

4. Fire Suppression

Data centers and computer rooms housing critical computer resources must be equipped with fire suppression systems.

Confidentiality Policy:

The Applicant will stay in compliance with HIPAA guidelines regarding confidentiality. All employees must complete confidentiality training and will be documented on employee files. All employees must adhere to confidentiality requirements and any violation of these policies will result in disciplinary actions.

Confidentiality of patient information, company policy, procedures, standards, practices, and finances will be strictly enforced. The law and our own business ethics policies require that all employees maintain confidentiality when handling patient matters.

Employees shall not disclose patient information to outsiders, including other patients, third parties or members of one's own family. Patients will trust The Applicant to maintain their confidentiality and care.

Due to the nature of our business, The Applicant strongly discourages employees from developing personal relationships with patients.

Company information is only for the use of The Applicant and not to be used outside of the company.

All information gained and created while employed at The Applicant is property of the company and may not be taken when leaving the company. Taking this information will be considered theft and The Applicant will enforce this to the full extent of the law.

Any disclosure of confidential information will result in disciplinary action.

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 18 – Money Handling and Taxes

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

Dear Commissioner,

For money handling, we plan on taking credit cards and other digital pay methods accepted by our credit vendors and banks. We will accept limited cash and will provide no cash back services. There will be internal anchored safes to hold any substantial cash prior to bank deposit. Our transport plan outlines the handling of cash from safe to bank deposit. All retail transactions will be subject to all local and state taxes.

Thank you for your time and consideration,
President, Artemis Agricultural Industries, Inc.

February 17, 2023

Artemis Agricultural Industries, Inc.
c/o Mr. Matthew Rettig, CEO
[REDACTED]
Gilbert, Arizona, 85235
[REDACTED]

Dear Mr. Rettig:

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, Semple, Marchal & Cooper, LLP (“SMC” or “we”) will audit the financial statement of Artemis Agricultural Industries, Inc. (the “Company” or “you”), which comprises the balance sheet as of December 31, 2022 and the related notes to the financial statement. The objective of our audit is to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

Responsibilities of Semple, Marchal & Cooper, LLP

We will conduct our audit in accordance with GAAS. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, we will

express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statement that we identify during our audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement, including the disclosures, and whether the financial statement represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statement and, therefore, will not include a detailed check of all of your Company's transactions for the period. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statement. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention, unless they are clearly inconsequential. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit, we will communicate to those charged with governance (as defined below) all uncorrected misstatements.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the Company and obligations related to the accountability of the Company, including overseeing the financial reporting process. For the Company, we agree that Matthew Rettig, Chief Executive Officer, meets that definition.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management & Identification of Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and those charged with governance acknowledge and understand that you and those charged with governance have responsibility (1) for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the Company complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant

to the preparation and fair presentation of the financial statement, such as records, documentation, and other matters.

Management is responsible for adjusting the financial statement to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the Company's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statement taken as a whole.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the Company agrees, subject to prevailing laws and regulations, to release and indemnify SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from and against all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statement, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statement, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

Termination

Upon notice to the Company, SMC may terminate this Agreement if SMC reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is terminated, the Company agrees to compensate SMC for the services performed and expenses incurred through the effective date of termination. Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of the Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitation of liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.

Client Acceptance Matters

SMC is accepting the Company as a client in reliance on information obtained during the course of our client acceptance procedures. Robert M. Semple, CPA, CFE has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the Company's financial statement.

Email Communication

SMC disclaims and waives, and you release SMC and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "SMC Group") from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by SMC in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at the Company's request, any member of the SMC Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of SMC's standard security protocol, the Company acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the SMC Group disclaims, and the Company agrees to release the SMC Group from all liability arising out of or related to the use of such External Computing Options.

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of SMC, constitute confidential, proprietary, and trade secret information, and will be retained by us in accordance with SMC's policies, procedures, and applicable laws.

Reproduction of Auditor's Report

If the Company plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the Company (e.g., by the addition of financial statement and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Potential Future Securities and Exchange Commission ("SEC") Filing

Although we will perform some of our current audit procedures under the standards of the PCAOB, our report will not be compliant with the rules and regulations of the SEC in its issued form and should not be used in conjunction with or included within an SEC registration statement. The Company acknowledges that the independence requirements of the SEC may prevent us from being the Company's independent accountant in a future registration.

Further, the Company acknowledges that financial statements prepared for purposes other than a filing with the SEC (i.e., services for which SMC is engaged under this Agreement) may require additional considerations as a consequence of a future registration; and such additional considerations would necessitate additional auditor attention, a new engagement letter agreement, additional procedures to be performed, and additional fees.

Posting of Auditor's Report and Financial Statement on Your Website

You agree that, if you plan to post an electronic version of the financial statement and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statement and auditor's report on your website and the signed version of the financial statement and auditor's report provided to management by SMC. You also agree to indemnify the SMC Group for all claims that may arise from any differences between the electronic and signed versions.

Review of Documents in Connection with Offering of Partnership Interests or Sale of Securities

The audited financial statement and our report thereon should not be provided or otherwise made available to investors, prospective investors, lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale or exchange of a partnership interest or the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statement (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Company employees and/or customers should be provided to us. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting your Company. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas; however, such other services may not be permitted

under the independence requirements of the SEC and/or PCAOB and therefore should be carefully considered. We will also be pleased, at your request, to attend your directors' and stockholders' meetings.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Company in the performance of our services. Any discussions that you have with personnel of SMC regarding employment could pose a threat to our independence. Moreover, SEC rules, if they should become applicable to this audit engagement, could cause us not to be independent of the Company if, within a restricted period, the Company were to hire, in a financial reporting oversight role, one of the engagement team members currently or previously assigned to the Company's audit. This may include not only current employees of SMC, but also former employees, and employees of other firms who work under our direction. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

We will not perform management functions or make management decisions on behalf of your Company. However, we will provide advice and recommendations to assist management of the Company in performing its functions and fulfilling its responsibilities.

The Company agrees to perform the following functions in connection with our performance of any non-attest services:

- a. Make all management decisions and perform all management functions with respect to any non-attest services provided by us.
- b. Assign Matthew Rettig, CEO, to oversee any non-attest services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of any non-attest services.

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Company must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Limitation of Liability

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the SMC Group, the SMC Group's liability to the Company for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the Company to SMC during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of any member of the SMC Group), or otherwise. In no event shall the SMC Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

Dispute Resolution Procedure

Any dispute or claim between you and SMC arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part

on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within forty-five (45) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators. If the arbitrators selected by the parties fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be in Phoenix, Arizona, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of Arizona (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement. The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

Fees

Our charges to the Company for the services described above for the year ending December 31, 2022 will be \$7,500, plus engagement-related out-of-pocket expenses, travel expenses, and other related costs and expenses incurred to deliver the services described above, including communication, data and technology, printing, and other direct engagement costs, if any. We agree that the fees, including costs and expenses, will not exceed \$7,500 without your prior written consent.

Prior to commencing our services, it is customary for us to obtain a retainer. For this matter, we request a retainer in the amount of \$7,500, which will constitute payment in full for the audit services to be provided by SMC.

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the FASB, SEC, PCAOB, and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.

Our fees and costs will be billed on a monthly or other periodic basis and are due upon receipt. If we do not receive any written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.5% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the Company, you agree to compensate us for all time we expend in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

Assignment

SMC shall have the right to assign its rights to perform a portion of the services described above to any of its affiliates, agents, or contractors (a "Permitted Assignee") without the Company's prior consent. If such assignment is made, the Company agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Company agree otherwise, and we will supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with this Agreement. From time to time, and depending on the circumstances, Permitted Assignees located in other countries may participate in the services we provide to the Company. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the Company's home country, we require that all Permitted Assignees agree to maintain the confidentiality of the Company's information and observe our policies concerning any confidential client information that we provide to them.

The Company may not assign this Agreement to another party without our prior written consent.

Third-Party Use

SMC will perform the professional services provided in connection with this engagement solely for the benefit and use of the Company. SMC does not anticipate and does not authorize reliance by

any other party on its professional services. Any amendment to this provision must be made through a written document signed by the Company and SMC.

Confidentiality

Each of the parties hereto shall treat and keep all of the “Confidential Information” (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. “Confidential Information” means all non-public information that is marked as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies in working paper files retained to comply with a party’s professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party’s normal back-up data storage procedures. Notwithstanding the foregoing, SMC shall have the right to use the Company’s Confidential Information in connection with performing SMC’s obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from SMC’s work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of SMC’s obligations of confidentiality hereunder. SMC shall not share or sell any of the de-identified Company information to third parties and shall store such information in such a way that neither the Company nor any of the Company’s staff or customers can be identified.

Restricted Federal Data

The parties agree that the services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”). For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be

included in the definition of Restricted Data. The Company shall not provide or otherwise make available Restricted Data to SMC unless expressly agreed to in advance in writing by SMC. If the Company becomes aware that any known or suspected Restricted Data will be or has been disclosed to SMC by the Company or otherwise in connection with the Services, the Company will immediately notify SMC in writing and will cease any further transfer of such data unless and until SMC expressly agrees in writing. The Company will fully cooperate with SMC in the investigation of and response to any known or suspected Restricted Data that the Company has disclosed to SMC notwithstanding the foregoing. The Company further agrees that it will be responsible for all fees, costs, and expenses associated with processing of Restricted Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Data.

Licensing Representation

To the extent necessary for SMC to perform its obligations described herein, the Company represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow SMC and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the Company under the Company's third-party services contracts, licenses, or other contracts granting the Company the right to access, use, or receive services or software (each a "Licensing Representation"). Upon SMC's request, the Company will provide SMC any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The Company hereby releases the SMC Group from, and indemnifies the SMC Group for, all claims and liabilities resulting from: (i) SMC's reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by SMC.

Miscellaneous

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the Company. This engagement is a separate and discrete event, and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Company hereby authorizes SMC to participate in such confirmation processes, including through the third party's website (e.g., by entering the Company's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the SMC Group shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, SEC, and PCAOB), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any reason under such applicable laws, regulations, professional standards, published interpretations, or any

reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The Company's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the Company and any Company subsidiary or other affiliate that may rely on the services provided hereunder, or that it shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,



Semple, Marchal & Cooper, LLP

Acknowledged:

Artemis Agricultural Industries, Inc.

By: _____
Matthew Rettig, CEO

Date: _____

Artemis Agricultural Industries Incorporated

Balance Sheet
as of December 31, 2022

SEMPLÉ, MARCHAL & COOPER, LLP

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

A COMMITMENT TO EXCELLENCE

Independent Auditor's Report

To the Board of Directors of
Artemis Agricultural Industries Incorporated

Opinion

We have audited the balance sheet (herein referred to as the “financial statement”) of Artemis Agricultural Industries Incorporated (the “Company”) as of December 31, 2022, and the related notes to the financial statement.

In our opinion, the accompanying financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Simple, Marchal & Cooper, LLP

Certified Public Accountants

Phoenix, Arizona
February 28, 2023

ARTEMIS AGRICULTURAL INDUSTRIES INCORPORATED**BALANCE SHEET****AS OF DECEMBER 31, 2022****ASSETS****CURRENT ASSETS**

Cash and Cash Equivalents

██████████

Total Current Assets

██████████

OTHER ASSETS

Common Stock Subscription Receivable

200,000

TOTAL ASSETS

██████████

LIABILITIES & STOCKHOLDERS' EQUITY**CURRENT LIABILITIES**

Loan Payable to Related Party

██████████

Total Current Liabilities

██████████

STOCKHOLDERS' EQUITYCommon Stock Subscribed: \$1.00 par value;
200,000 shares authorized but unissued

200,000

Total Stockholders' Equity

██████████

TOTAL LIABILITIES & STOCKHOLDERS' EQUITY

██████████

The accompanying notes are an integral part of the balance sheet.

ORGANIZATION, NATURE OF BUSINESS, AND BASIS OF PRESENTATION

Organization

Artemis Agricultural Industries Incorporated, an Alabama domiciled corporation, was duly formed and organized as a domestic business corporation with a certificate of incorporation in the state of Alabama on October 5, 2022 (the “Company”). The balance sheet as of December 31, 2022, reflects the subscription of common stock by the shareholders at par value, in the principal amount of \$200,000, which is reflected in the financial position of the Company as at December 31, 2022.

The Company operates pursuant to the Alabama law for domestic business corporations, pursuant to sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975. The certificate of incorporation and the filing fees were paid to the Secretary of State and the business corporation was approved effective October 5, 2022.

Artemis Agricultural Industries Incorporated filed its corporate by-laws as an Alabama corporation with the state of Alabama. The registered office of the corporation is [REDACTED], Huntsville, AL 35803.

Nature of Business

The Company has been tentatively approved for the issuance of a cannabis cultivation, manufacturing, and dispensary operating license. The license was conditionally approved by the state of Alabama, subject to receipt of the audited financial statement of the Company as at December 31, 2022.

The Company will derive its revenues from the cultivation, manufacturing, and distribution through a retail dispensary of its cannabis products. The Company intends to commence operations during the calendar year 2023 and expects to have cultivation, manufacturing and dispensary facilities open and operating during the calendar year 2023.

The state of Alabama approves cannabis licenses for qualified corporations based on the merits of the application submitted, including but not limited to the Applicant’s solvency, stability, suitability, capability, projected efficiency, and experience, both in relation to any baseline set by the Commission as well as in comparison with other Applicants, pursuant to Rule 538-x-.11.

Pursuant to Section 20-2A-56(f), Alabama Code 1975, a license shall be issued annually. Except as otherwise provided in this article, the commission shall renew a license of both of the following requirements are met: (a) the licensee applies to the commission in a timely manner on a renewal form provided by the commission that requires information prescribed in rules and pays the annual license fee and (b) The licensee meets the requirements of this article and any other renewal requirements set forth in the rules.

The Alabama Department of Agriculture and Industry is authorized to regulate the cultivation of cannabis by licensed cultivators or licensed integrated facilities pursuant to Section 20-2A-1 et. Seq., Code of Alabama 1975. The Alabama Medical Cannabis Commission (AMCC) is the state agency created by Act #2021-450 to regulate all other aspects of the medical cannabis industry in Alabama outside of cultivation.

Basis of Presentation

The accompanying balance sheet has been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and includes the accounts of the Company. All related party transactions and balances have been disclosed in the financial statement.

Use of Estimates and Assumptions

The preparation of the balance sheet in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Changes in these estimates and assumptions may have a material impact on the balance sheet and the accompanying notes.

Significant estimates and assumptions include valuing assets and liabilities acquired through business combinations; valuing and estimating useful lives of intangible assets; evaluating recoverability of intangible assets and accounts receivable; estimating future cash flows and valuation-related assumptions associated with goodwill and other asset impairment testing; and the valuation of share-based compensation. The Company will evaluate and update its estimates and assumptions on an ongoing basis and will base its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could differ from these estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Cash balances maintained in federally insured financial institutions are insured up to the FDIC limit of \$250,000. The Company has no uninsured cash or cash equivalents at December 31, 2022.

The Company considers cash equivalents to be cash and all short-term investments that have an original maturity of ninety days or less. Outstanding checks in excess of funds on deposit are classified as current liabilities in the accompanying balance sheet. As of December 31, 2022, the Company had no outstanding checks in excess of funds on deposit.

Accounts Receivable – Allowance for Doubtful Accounts

Accounts receivable will consist of amounts owed to the Company by its customers, sold through its retail operations or through wholesale product distribution. Accounts receivables are generally uncollateralized, and payment is due within 30 to 90 days from the date of the invoice. The Company provides for the possible inability to collect accounts receivable by recording an allowance for doubtful accounts. The Company reserves for an account when it is considered potentially uncollectible. The Company will estimate its allowance for doubtful accounts based on historical experience and will write-off any of the accounts receivable if it determines that the account is uncollectible. The Company has no accounts receivable at December 31, 2022, and therefore has not established an allowance for doubtful accounts at December 31, 2022.

Property and Equipment

Property and equipment will be recorded at cost and depreciated using the straight-line method over their estimated useful lives ranging from three to five years. The Company had not yet acquired or placed in service any property or equipment as of December 31, 2022.

Business Combinations

The Company has not completed any business acquisitions as at December 31, 2022. Any acquisitions by the Company will be recorded as business combinations using the acquisition method of accounting in accordance with ASC 805, *Business Combinations*. Under the acquisition method of accounting, identifiable assets acquired, and liabilities assumed are recorded at their acquisition-date fair values. The excess of the purchase price over the estimated fair value is recorded as goodwill. Changes in the estimated fair values of net assets recorded for acquisitions prior to the finalization of more detailed analysis, but not to exceed one year from the date of acquisition, will adjust the amount of the purchase price allocable to goodwill. Measurement period adjustments are reflected in the period in which they occur.

In valuing trade names, customer lists, and software developed for internal use, the Company will utilize the cost method or variations of the income approach, which relies on historical financial and qualitative information, as well as assumptions and estimates for projected financial information. The Company considers the income approach the most appropriate valuation technique because the inherent value of these assets is their ability to generate current and future income. Projected financial information is subject to risk if estimates are incorrect. The most significant estimate relates to projected revenues and profitability. If the projected revenues and profitability used in the valuation calculations are not met, then the asset could be impaired, and an impairment expense will be recorded at that time.

Goodwill, Trade Name, and Customer Lists

The Company does not have goodwill as of December 31, 2022. If the Company does acquire intangible assets relating to goodwill, it will test goodwill for impairment annually, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit or indefinite-lived intangible asset below its carrying value.

Goodwill will be tested for impairment at the reporting unit level using a fair value approach. The Company will first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value, a “Step 0” analysis. If, based on a review of qualitative factors, it is more likely than not that the fair value of a reporting unit is less than its carrying value we perform “Step 1” of the goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. The Company determines the fair value of a reporting unit by estimating the present value of expected future cash flows, discounted by the applicable discount rate. If the carrying value exceeds the fair value, the Company measures the amount of impairment loss, if any, by comparing the implied fair value of the reporting unit goodwill with its carrying amount, the “Step 2” analysis. No impairment charges have been required.

The Company’s trade name has an indefinite life and the costs related to same will not be amortized. Customer lists, if acquired, will be amortized on a straight-line basis based upon their estimated useful life not to exceed fifteen years. The Company will regularly evaluate the amortization period assigned to each intangible asset to ensure that there have not been any events or circumstances that warrant revised estimates of useful lives.

Income Taxes

The Company is a subchapter “C” corporation, which is subject to federal and state income taxes. Accordingly, the Company has followed ASC 740, *Income Taxes*, which provides for income taxes using the liability method, which requires an asset and liability-based approach in accounting for income taxes.

Impairment of Long-Lived Assets

The Company will regularly evaluate whether events and circumstances have occurred that indicate the carrying amount of property and equipment and finite-life intangible assets may not be recoverable. Conditions that could indicate an impairment assessment is needed include a significant decline in the observable market value of an asset or asset group, a significant change in the extent or manner in which an asset or asset group is used, or a significant adverse change that would indicate that the carrying amount of an asset or asset group is not recoverable. When factors indicate that these long-lived assets or asset groups should be evaluated for possible impairment, the Company assesses the potential impairment by determining whether the carrying value of such long-lived assets or asset groups will be recovered through the future undiscounted cash flows expected from use of the asset or asset group and its eventual disposition. If the carrying amount of the asset or asset group is determined not to be recoverable, an impairment charge is recorded based on the excess, if any, of the carrying amount over fair value. Fair values are determined based on quoted market values or discounted cash flows analyses as applicable. The Company will regularly evaluate whether events and circumstances have occurred that indicate the useful lives of property and equipment and finite-life intangible assets may warrant revision. The Company has not yet determined the impairment of the carrying values of long-lived assets as of December 31, 2022.

Concentrations

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company’s cash and cash equivalent balances were deposited with financial institutions which management has determined to be high credit quality institutions.

The business of the operating company is conducted using separate third-party credit reporting agency platforms. Dependence on one platform is mitigated by having the other to continue business operations should one of them became unavailable.

Share-Based Compensation

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan (the Plan) in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company accounts for awards in accordance with ASC 718, Compensation — Stock Compensation.

Recent Accounting Pronouncements

The Company has elected the adoption of the Accounting Standards Updates (“ASU”) below, except those where early adoption was both permitted and elected.

In February 2016, the FASB issued ASU 2016-02, *Leases*, and subsequently issued additional ASUs amending this ASU (collectively ASC 842, *Leases*) which amends various aspects of existing guidance for leases. This guidance requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements in the near term because as of December 31, 2022, it does not have any leases. However, if the Company enters into material new leases in the future, this standard will impact the accounting for those arrangements which may have a material effect on future results.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses (Topic 326) – Measurement of Credit Losses on Financial Instruments, which changes the way companies evaluate credit losses for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities will be required to use a new forward-looking expected loss model to evaluate impairment, potentially resulting in earlier recognition of allowances for losses. Enhanced disclosures are also required, including the requirement to disclose the information used to track credit quality by year or origination for most financing receivables. The new standard is effective for fiscal years beginning after December 15, 2022. The Company will adopt this guidance in 2023 and does not expect adoption to have a material impact on its financial statements.

2. INCOME TAXES

The Company is a U.S. domiciled C-corporation. The Company's income tax balance sheet account reflects no taxable income and therefore no income taxes payable as of December 31, 2022.

Deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the reported amount of assets and liabilities and their tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The determination of the amount of deferred income tax assets which are more likely than not to be realized is primarily dependent on projections of future earnings, which are subject to uncertainty and estimates that may change given economic conditions and other factors. The realization of deferred income tax assets is assessed, and a valuation allowance is recorded if it is "more likely than not" that all or a portion of the deferred tax asset will not be realized. "More likely than not" is defined as greater than a 50% chance. All available evidence, both positive and negative is considered to determine whether, based on the weight of that evidence, a valuation allowance is needed.

3. STOCKHOLDERS' EQUITY

The Company is governed by corporate by-laws of Artemis Agricultural Industries Incorporated, an Alabama corporation, which currently provides for one class of stock, common voting stock.

Common voting stock: As of December 31, 2022, 200,000 shares of common voting stock were authorized, with no shares issued or outstanding. The common stock has a par value of \$1.00 per share and will be issued subsequent to December 31, 2022. The 200,000 shares have been fully subscribed as at December 31, 2022.

The Company may establish an incentive plan known as the Artemis Agricultural Industries Incorporated Management Incentive Plan in which officers, managers, employees, directors, consultants and other service providers of the Company are eligible to receive common units. The Company has not adopted an incentive plan as of December 31, 2022.

4. RELATED PARTY TRANSACTIONS

The Company has entered into a loan agreement with a related party in the amount of [REDACTED]. The loan is an uncollateralized promissory note. The rate of interest on the outstanding balance of the promissory note is calculated at the rate of [REDACTED] per annum. The loan is payable on or before January 1, 2024, if not sooner paid.

5. SUBSEQUENT EVENTS

The Company has evaluated events that occurred subsequent to December 31, 2022 for potential recognition and disclosure in the balance sheet. Any material subsequent events were evaluated through the date of issuance, February 28, 2023, of this balance sheet.

February 28, 2023

Those Charged with Governance
Artemis Agricultural Industries, Inc.
[REDACTED]
Gilbert, Arizona, 85235

Salutation:

Professional standards require us to advise you of the following matters relating to our recently completed balance sheet-only audit of Artemis Agricultural Industries, Inc. (the “Company”) as of December 31, 2022. The matters discussed herein are those that we have noted as of February 28, 2023 and we have not updated our procedures regarding these matters since that date to the current date.

Our Responsibility Under Generally Accepted Auditing Standards

As stated in our engagement letter dated February 17, 2023, our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether caused by error or fraud. An audit in accordance with generally accepted auditing standards does not provide absolute assurance or guarantee the accuracy of the financial statements and is subject to the inherent risk that errors or fraud, if they exist, have not been detected. Such standards also require that we obtain a sufficient understanding of the Company’s internal control to plan the audit. However, such understanding is required for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Overview of Planned Scope and Timing of the Audit

A discussion was held regarding the planned scope and timing of the audit, the intention of which was to assist those charged with governance in understanding better the consequences of our audit work on your oversight responsibilities along with assisting us in understanding better the Company and its environment. The focus of this discussion included how the risks of material misstatement, whether due to error or fraud, would be addressed and on factors, rather than specific thresholds or amounts, that would impact materiality used in our planning and execution of the audit.

Significant Findings from the Audit

Accounting Policies

We have reviewed the accounting policies that management has identified to be the most critical and concur with management’s assessment.

Management Judgments and Accounting Estimates

Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management’s current judgments. We did not identify any particularly sensitive accounting estimates.

There were no material contingencies, as defined in FASB Statement No. 5, for which we had questions or concerns about the reasonableness of the accounting or the adequacy of the consolidated financial statement disclosure.

Misstatements

Professional standards require the auditor to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Additionally, we are required to communicate with those charged with governance uncorrected misstatements and the effect that they may have on the opinion in the auditor's report and request their correction.

During our audit, no material corrected misstatements or unrecorded misstatements were brought to the attention of management by us.

Discussion about the Quality of Significant Accounting Practices

In accordance with applicable auditing standards, a discussion was held regarding the quality of the Company's significant accounting practices, which included the Company's significant accounting practices, estimates, and financial statement disclosures.

Adoption of a Change in Accounting Principle

There were no situations involving the adoption of or a change in accounting principles where the application of alternative generally accepted accounting principles, including alternative methods of applying an accounting principle, would have a material effect on the Company's financial statements.

Disagreements with Management

Professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the Company's financial statements or the audit report. No such disagreements arose during the course of our audit.

Consultation with Other Accountants

There may be circumstances where the Company considers consulting with other accountants about accounting and auditing matters. We are not aware of any consultations about accounting or auditing matters between management and other accountants. We are also not aware of opinions obtained by management from other accountants on the application of generally accepted accounting principles.

Significant Issues Discussed with Management Prior to Our Retention

Prior to our being retained as auditor for the current fiscal year, there were no significant accounting or other issues of concern discussed with management.

Material Alternative Accounting Treatments Discussed with Management

During the past year, there were no discussions with management concerning material alternative accounting treatments.

Significant Difficulties Encountered in Performing the Audit

There were no significant difficulties encountered during the course of the audit. All records and information requested by BDO Seidman were freely available for inspection. Management and other personnel provided full cooperation.

Representations Requested from Management

Refer to the management representation letter, dated February 28, 2023, that we have provided to those charged with governance.

License Type: Integrated License

Other Issues Arising from the Audit that We Consider Significant and Relevant to Those Charged with Governance

There were no other issues arising from the audit that we consider significant and relevant to those charged with governance.

Other Material Written Communications with Management

There is no material written communications to management that we prepared in connection with our annual audit that to provide to those charged with governance.

Internal Control Matters

We did not identify any deficiencies in internal control that we consider to be material weaknesses.

Independence

We are not aware of any circumstances or relationships that would impair our independence.

Should you desire further information concerning these matters, we will be happy to meet with you at your convenience.

This letter is solely for the internal use of those charged with governance and management of Artemis Agricultural Industries, Inc. and should not be distributed to any other persons or used for any other purpose.

Very truly yours,

A handwritten signature in blue ink that reads "Semple, Marchal & Cooper, LLP". The signature is written in a cursive, flowing style.

Semple, Marchal & Cooper, LLP

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 19 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

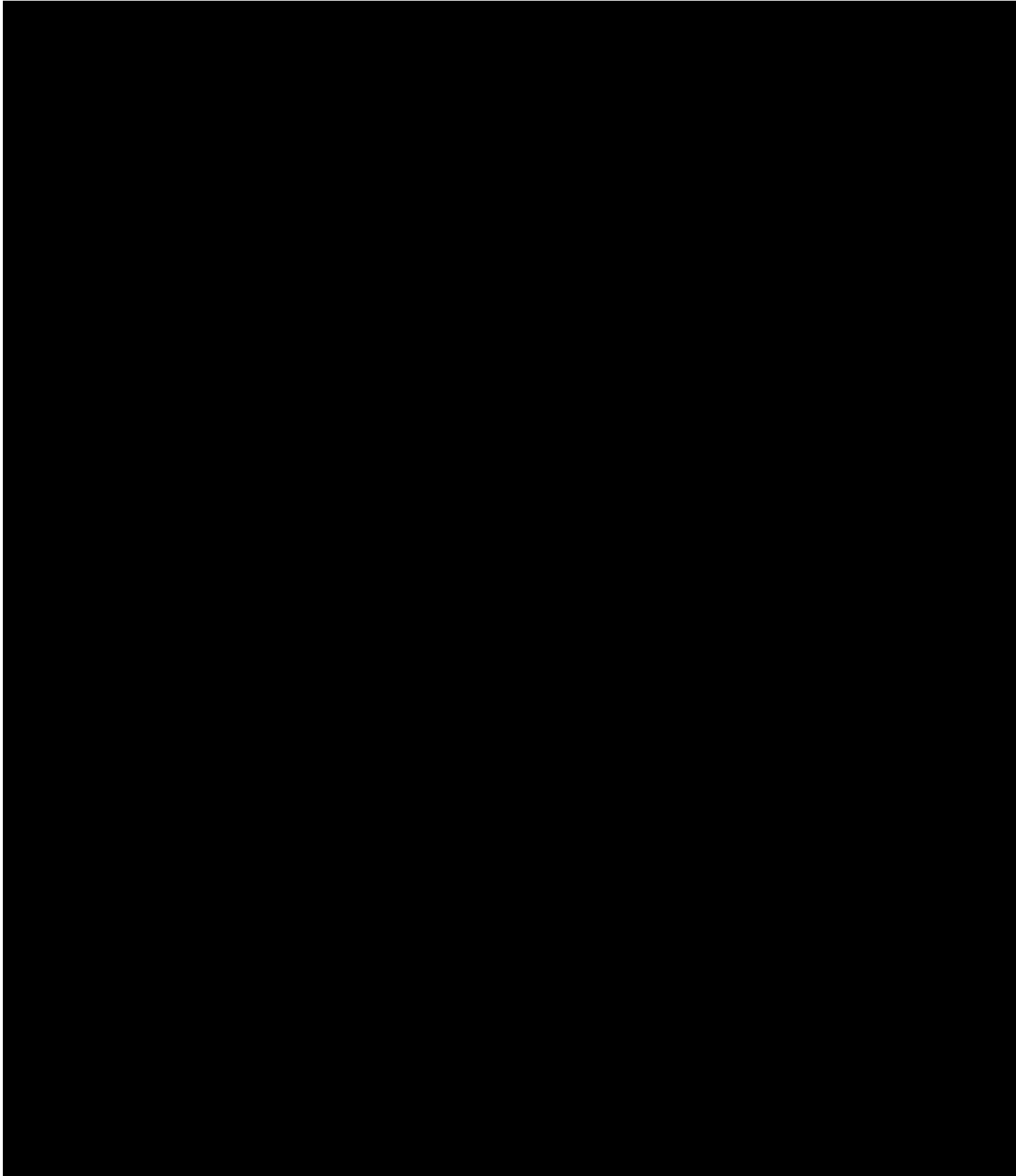
Title of Verifying Individual

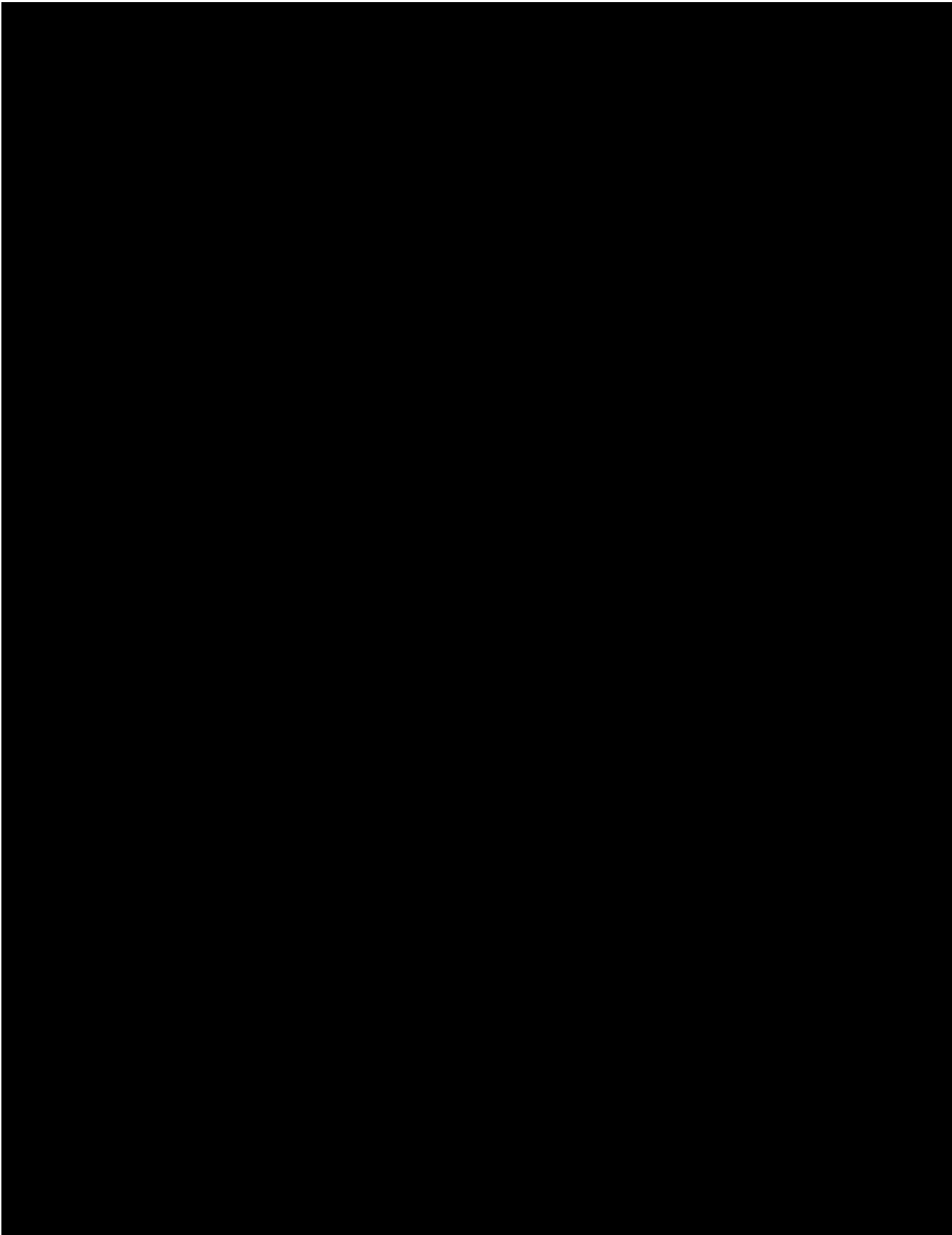


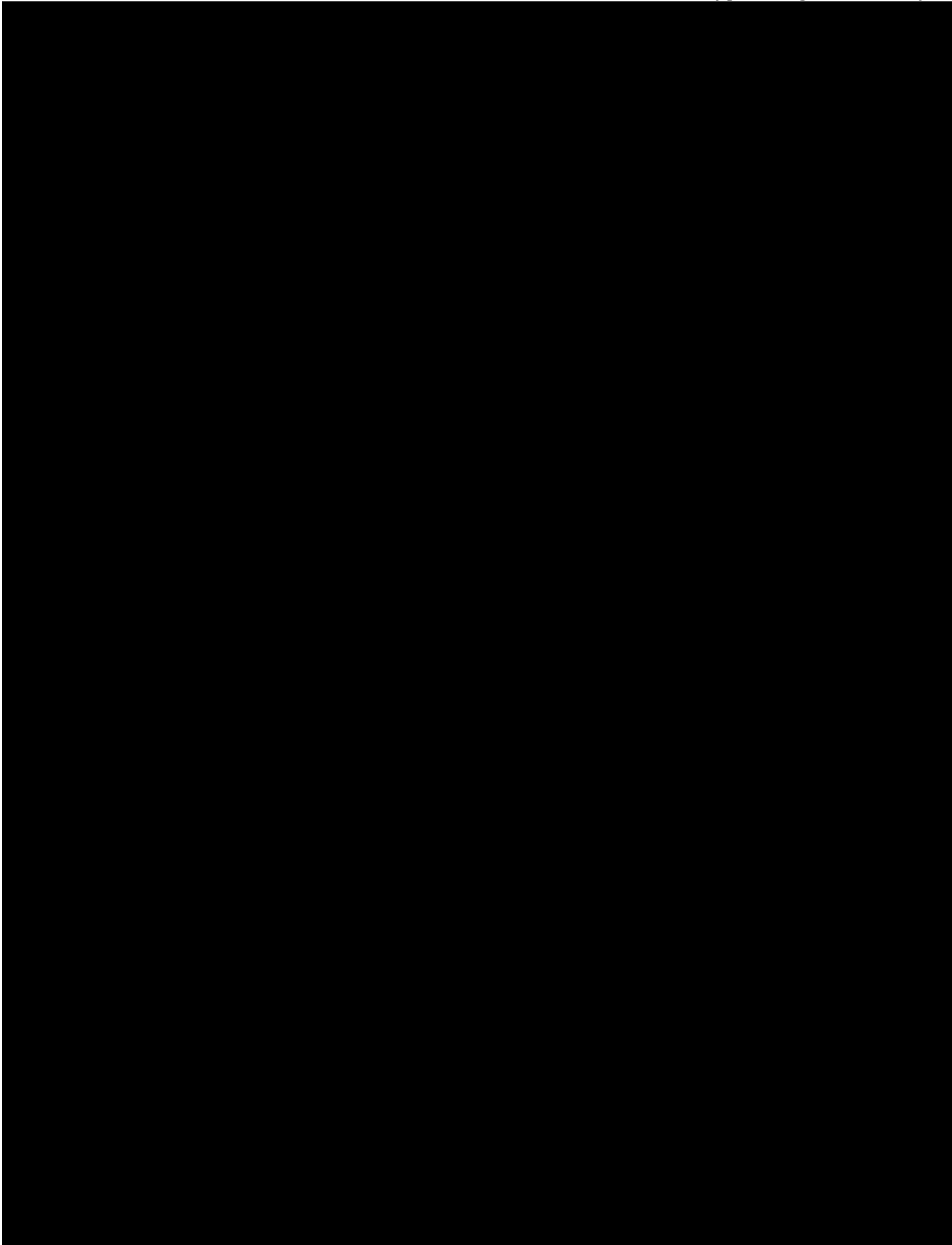
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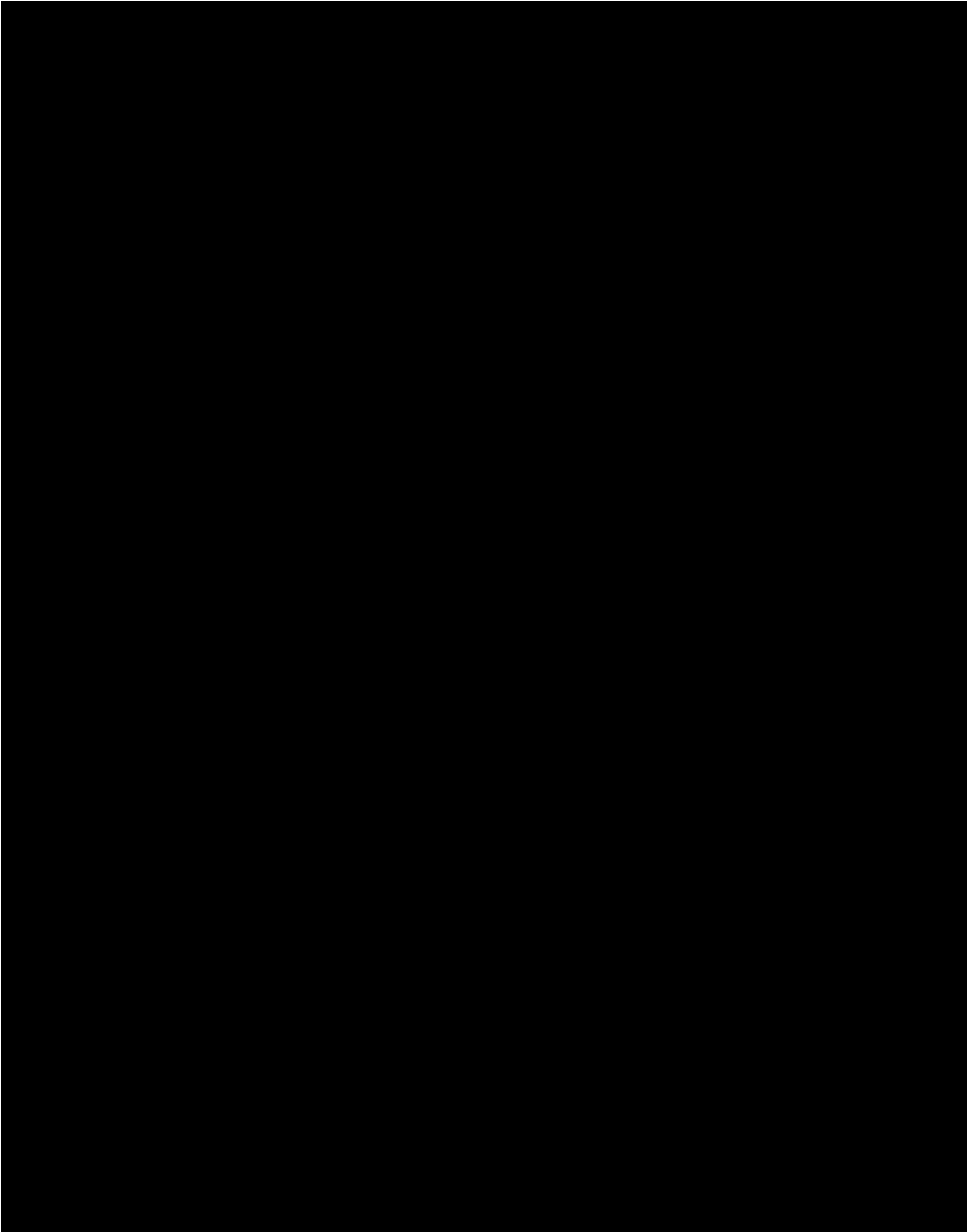
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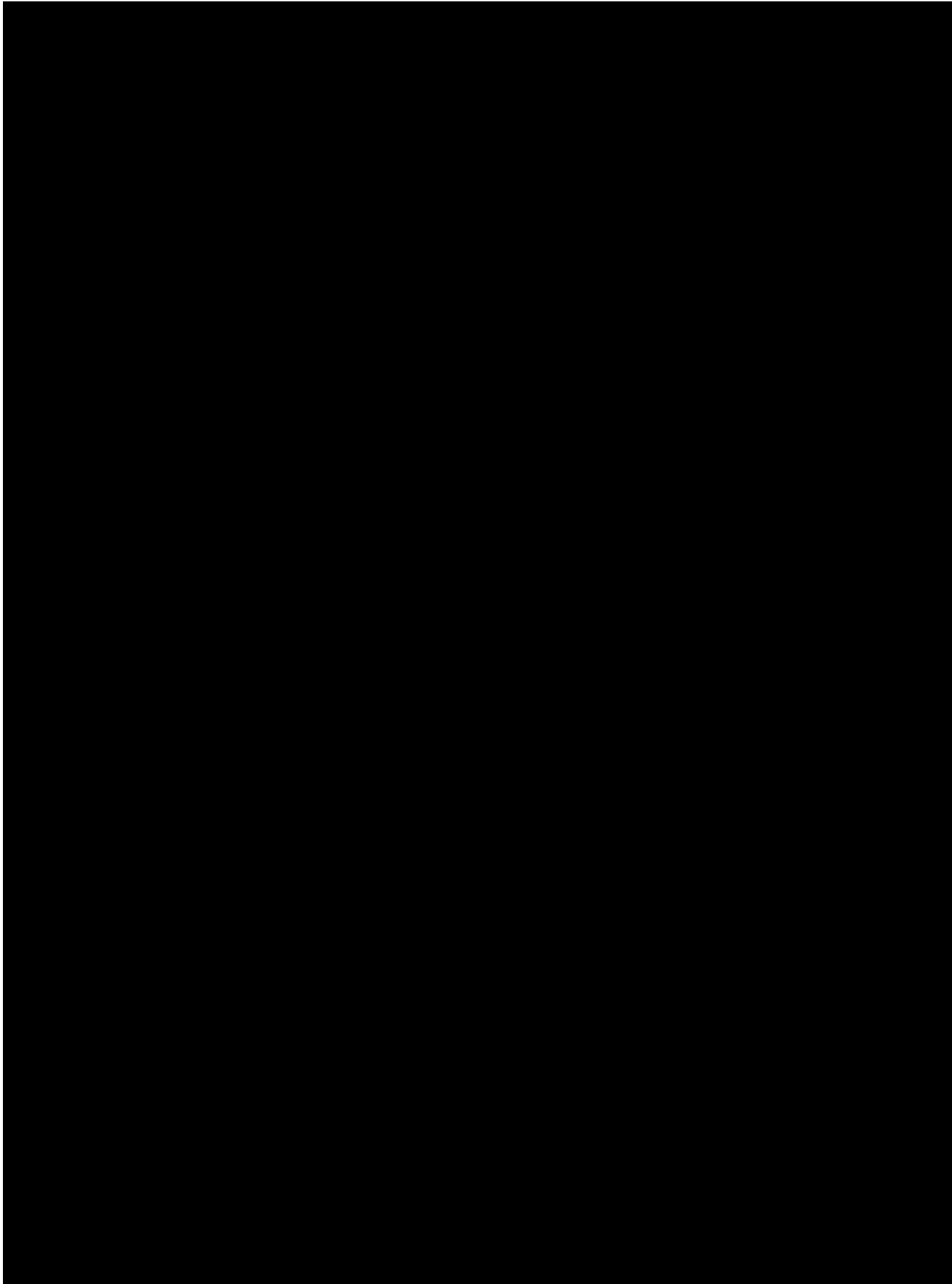
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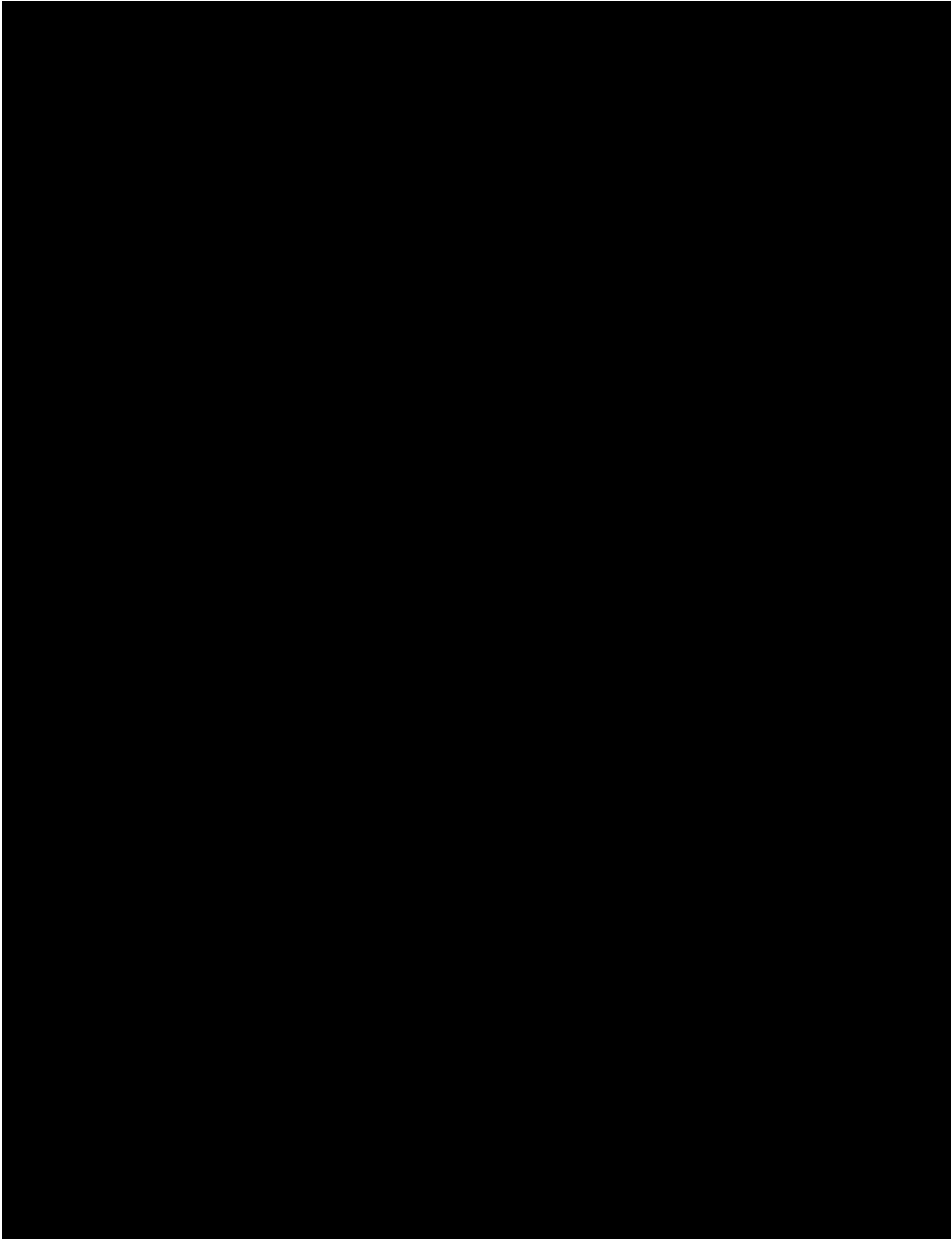


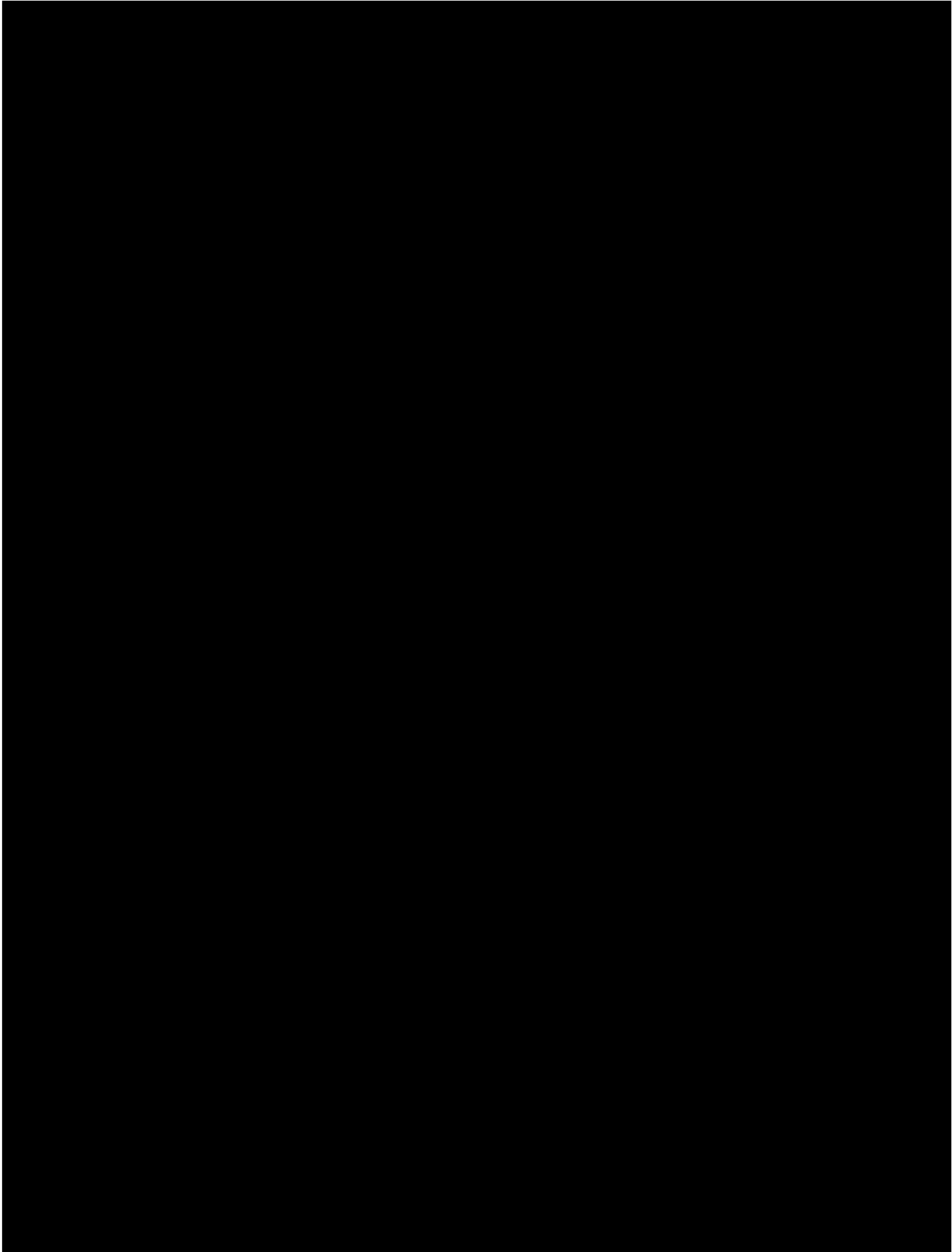


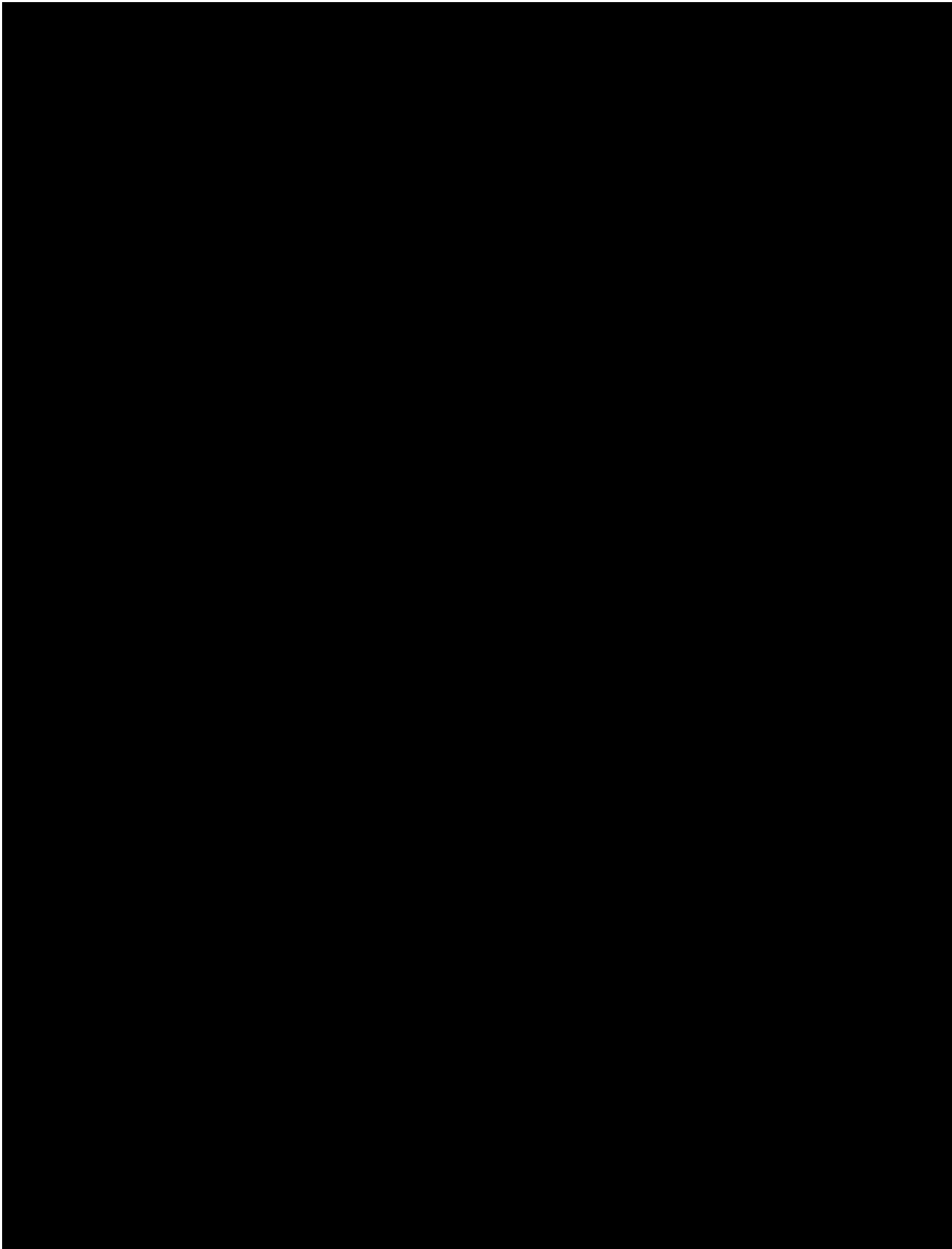


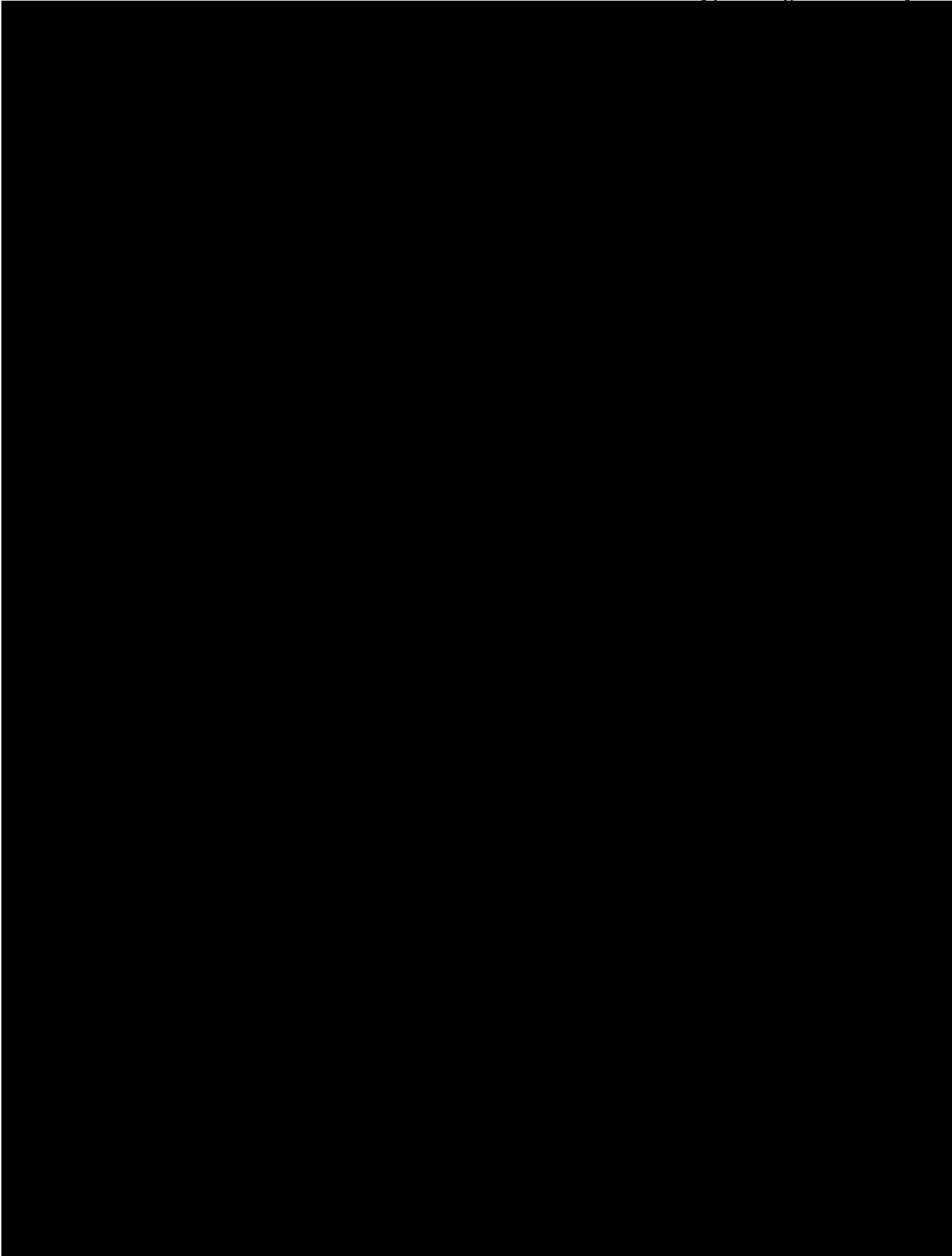


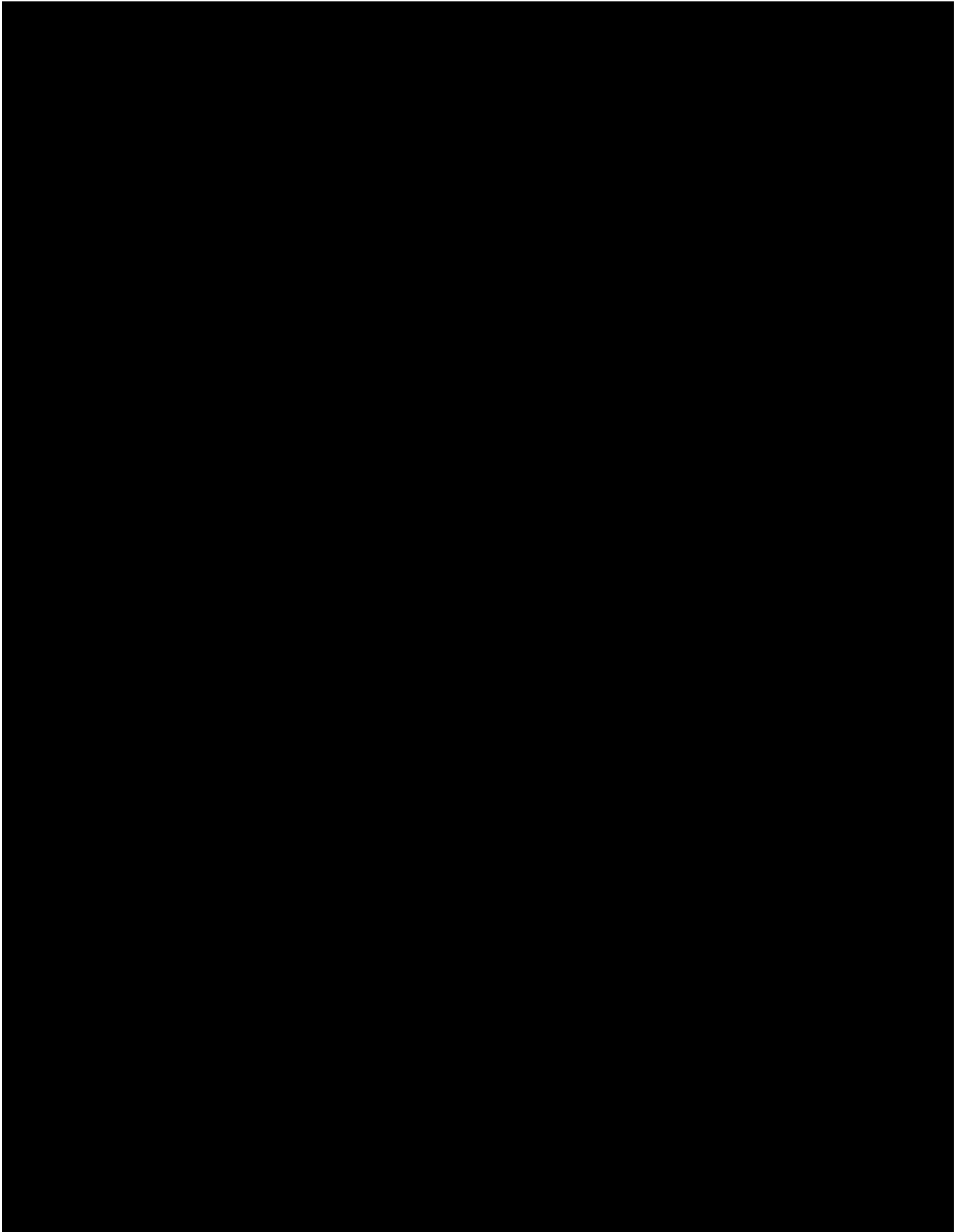


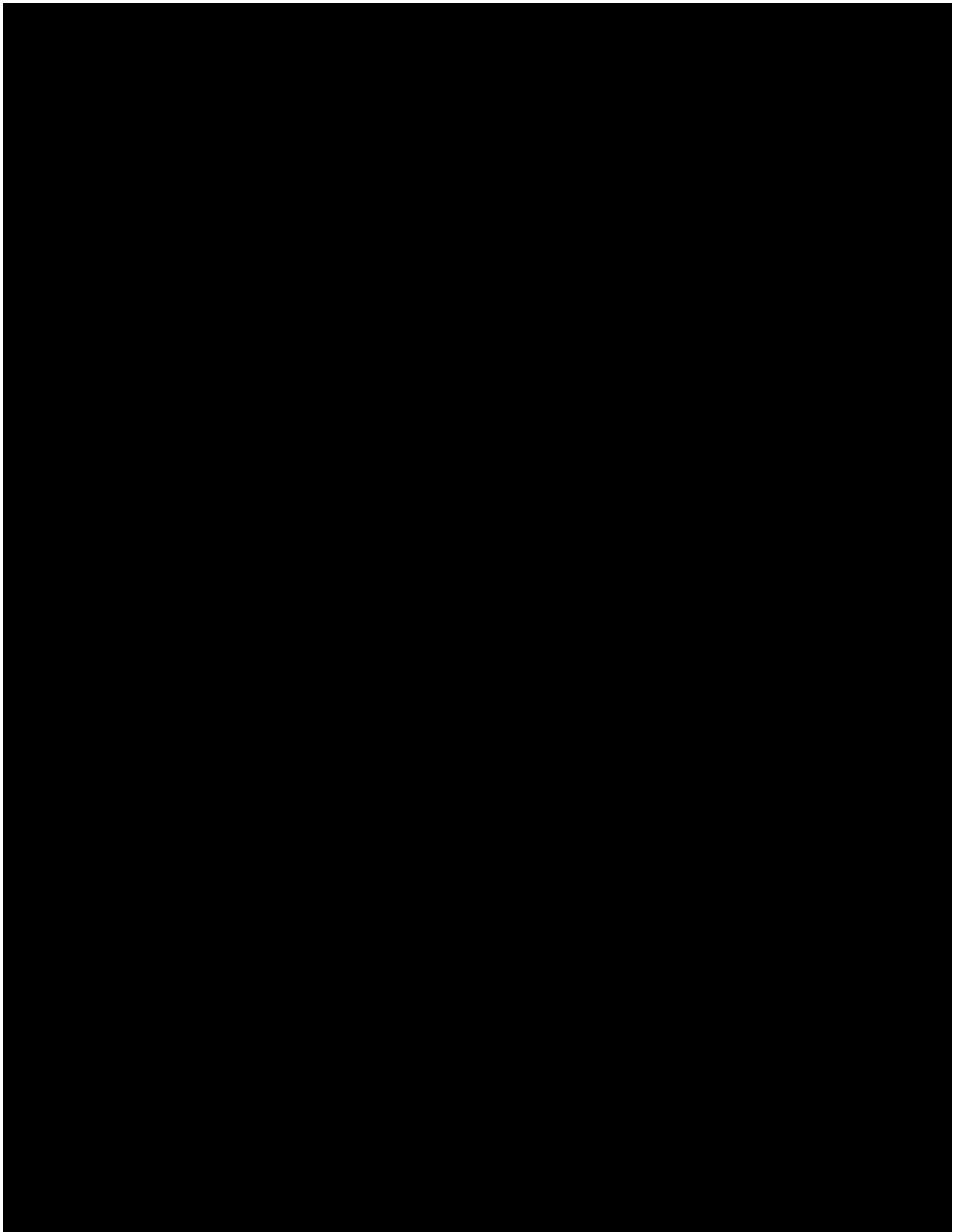


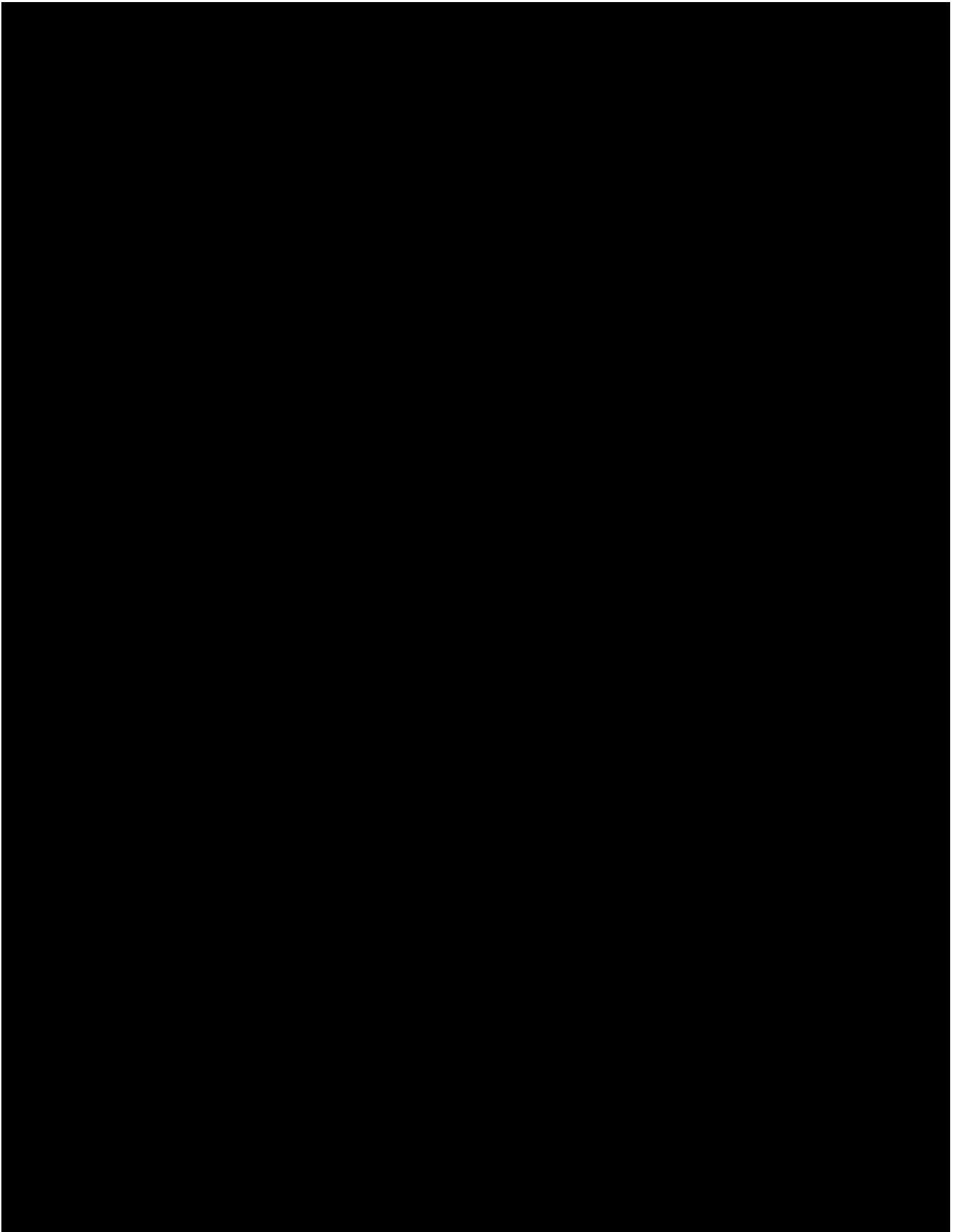


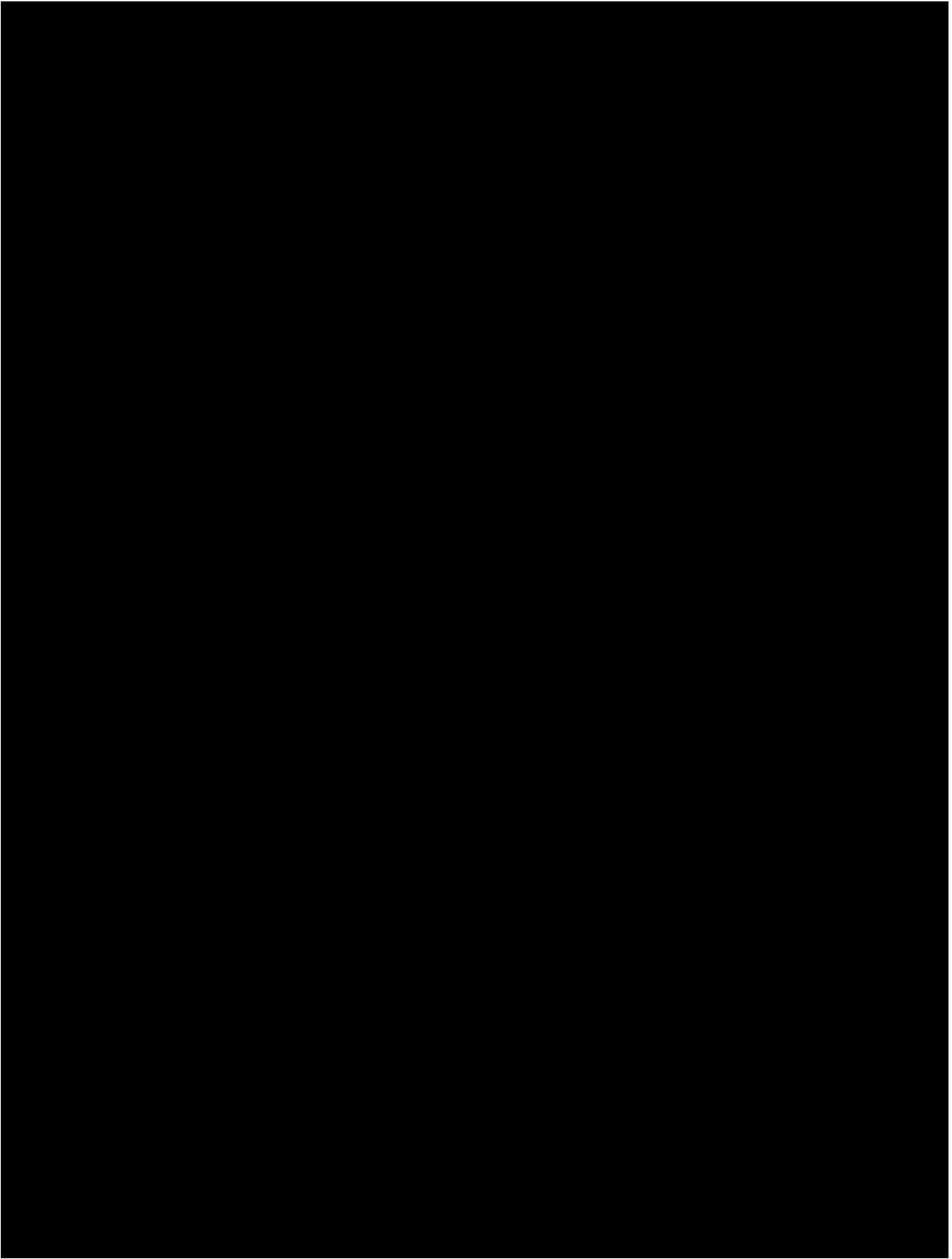


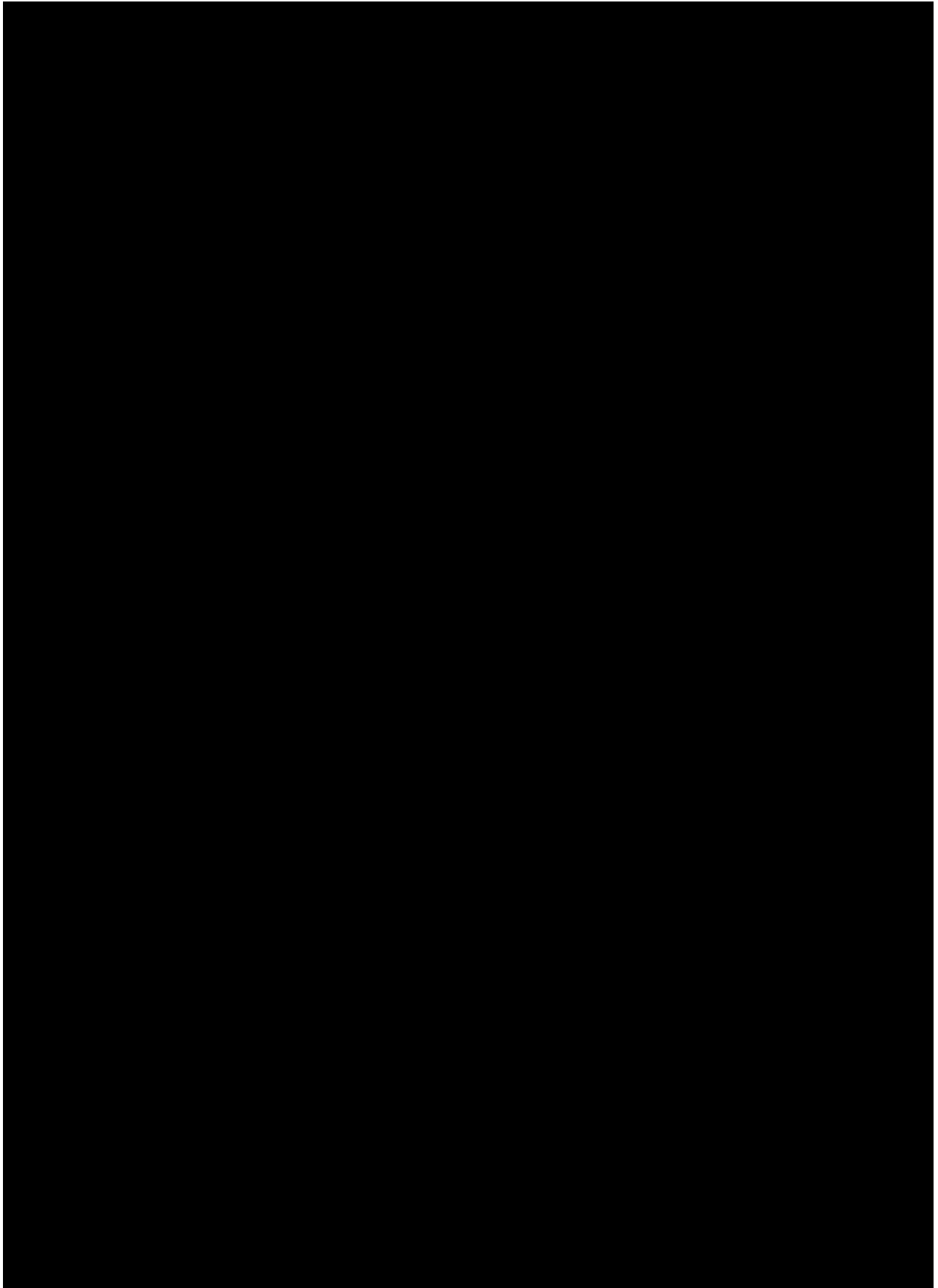


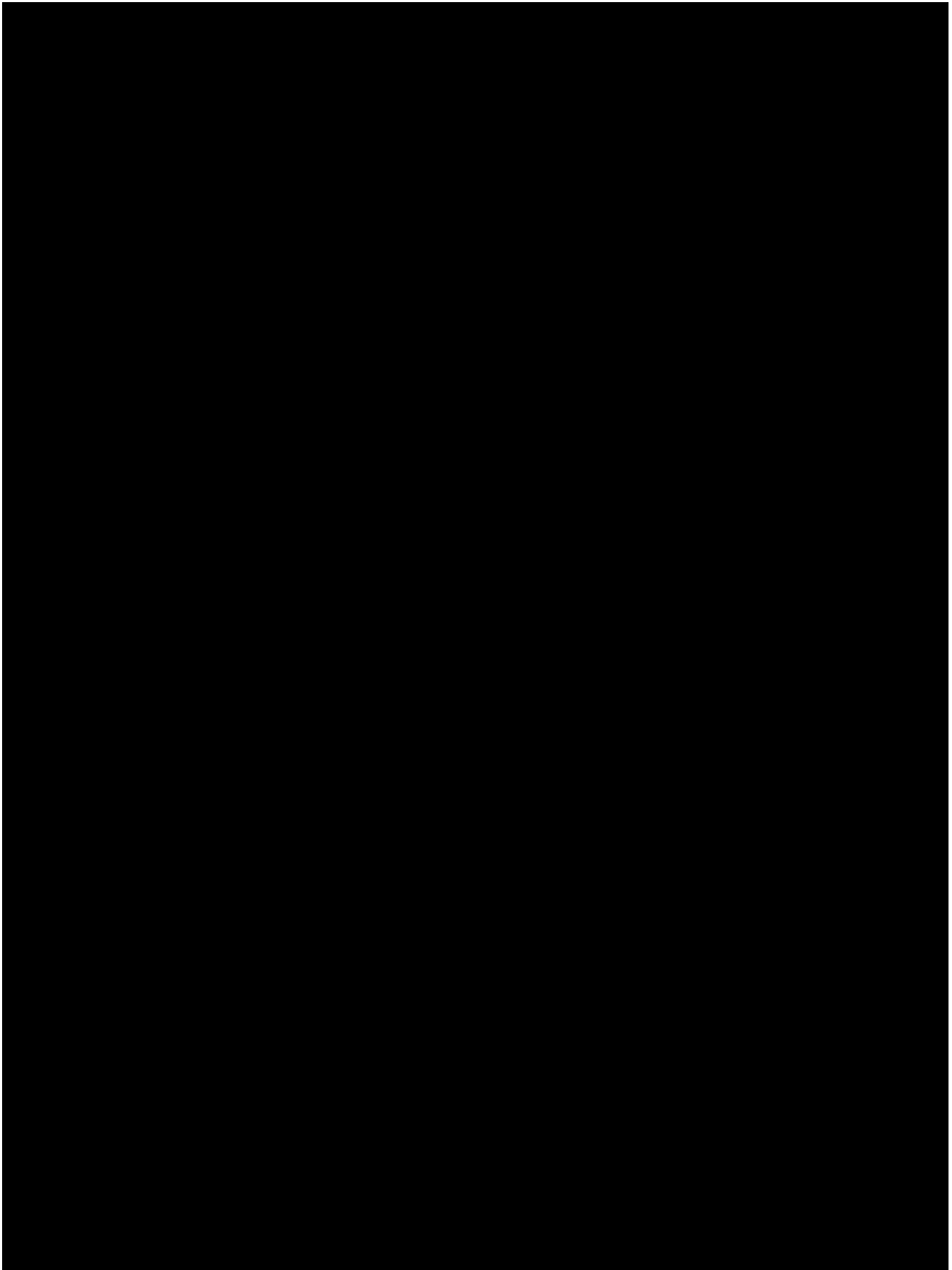




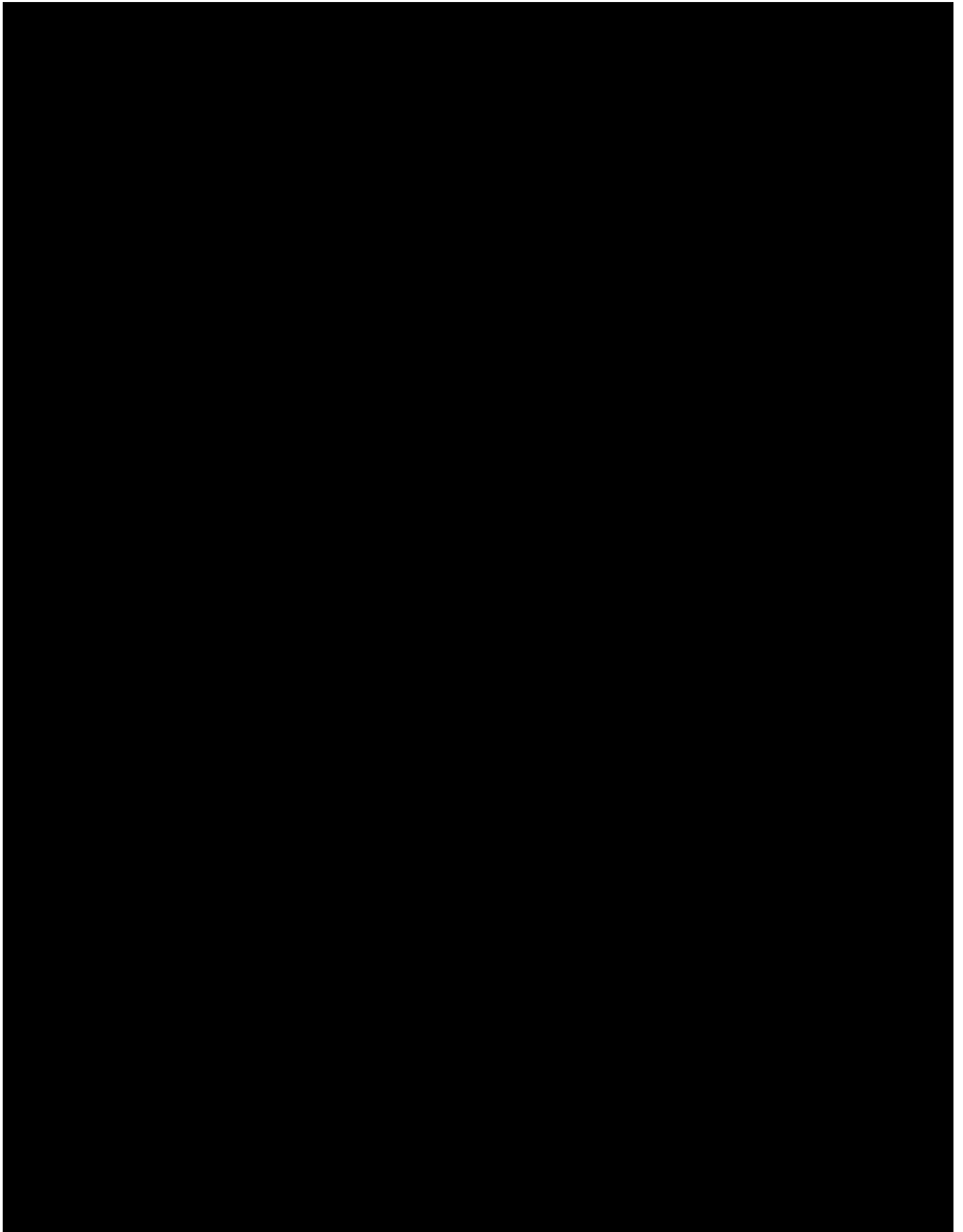


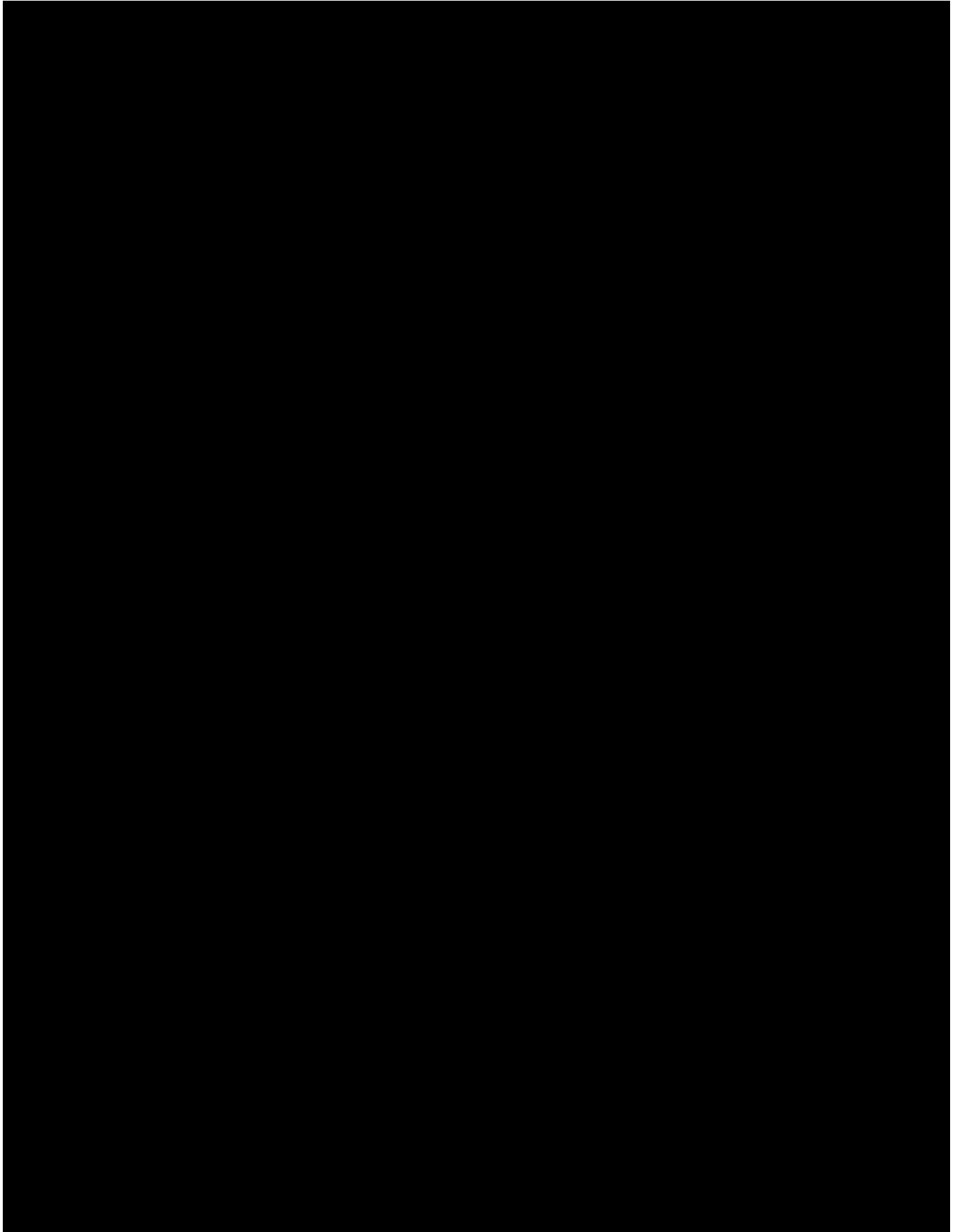


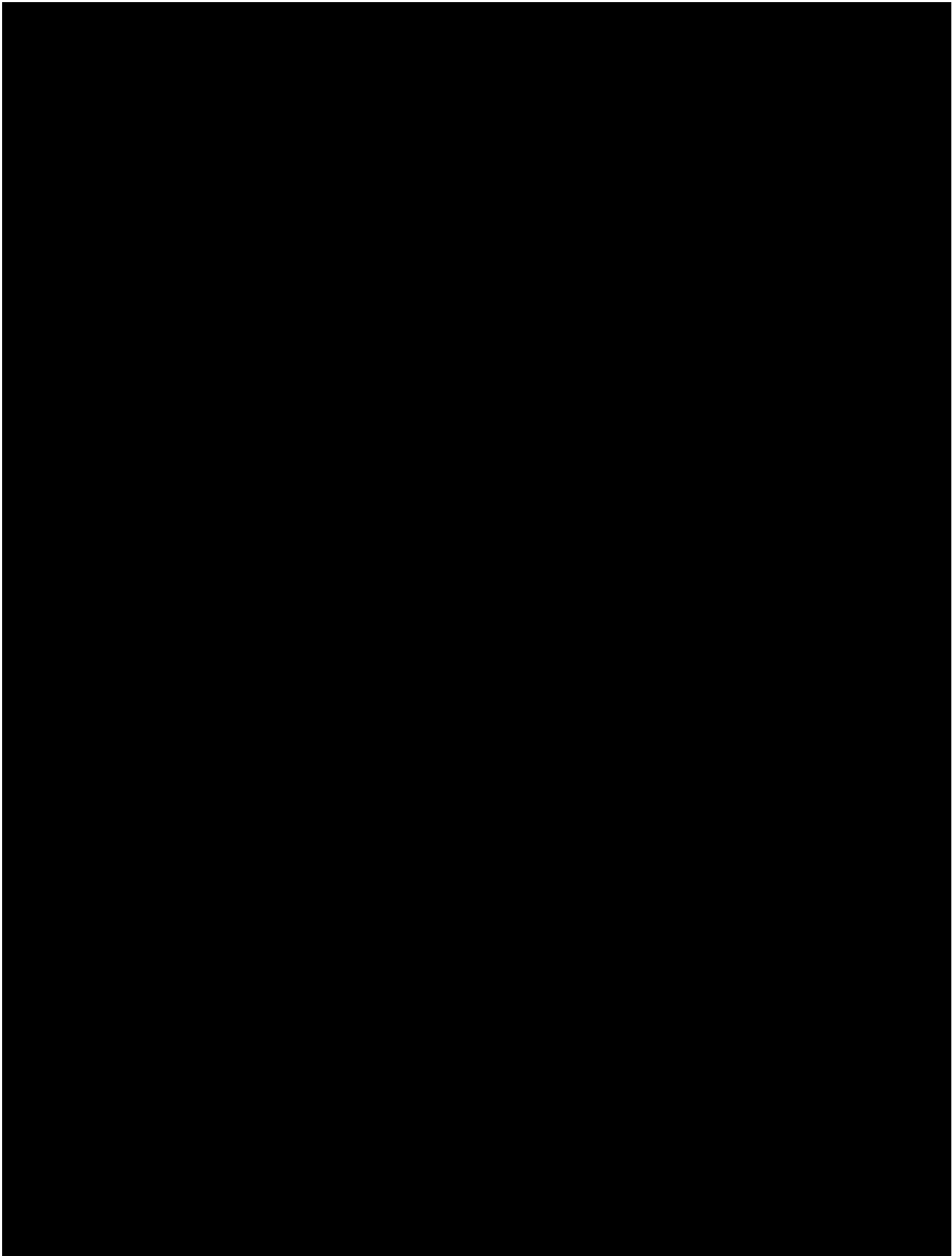


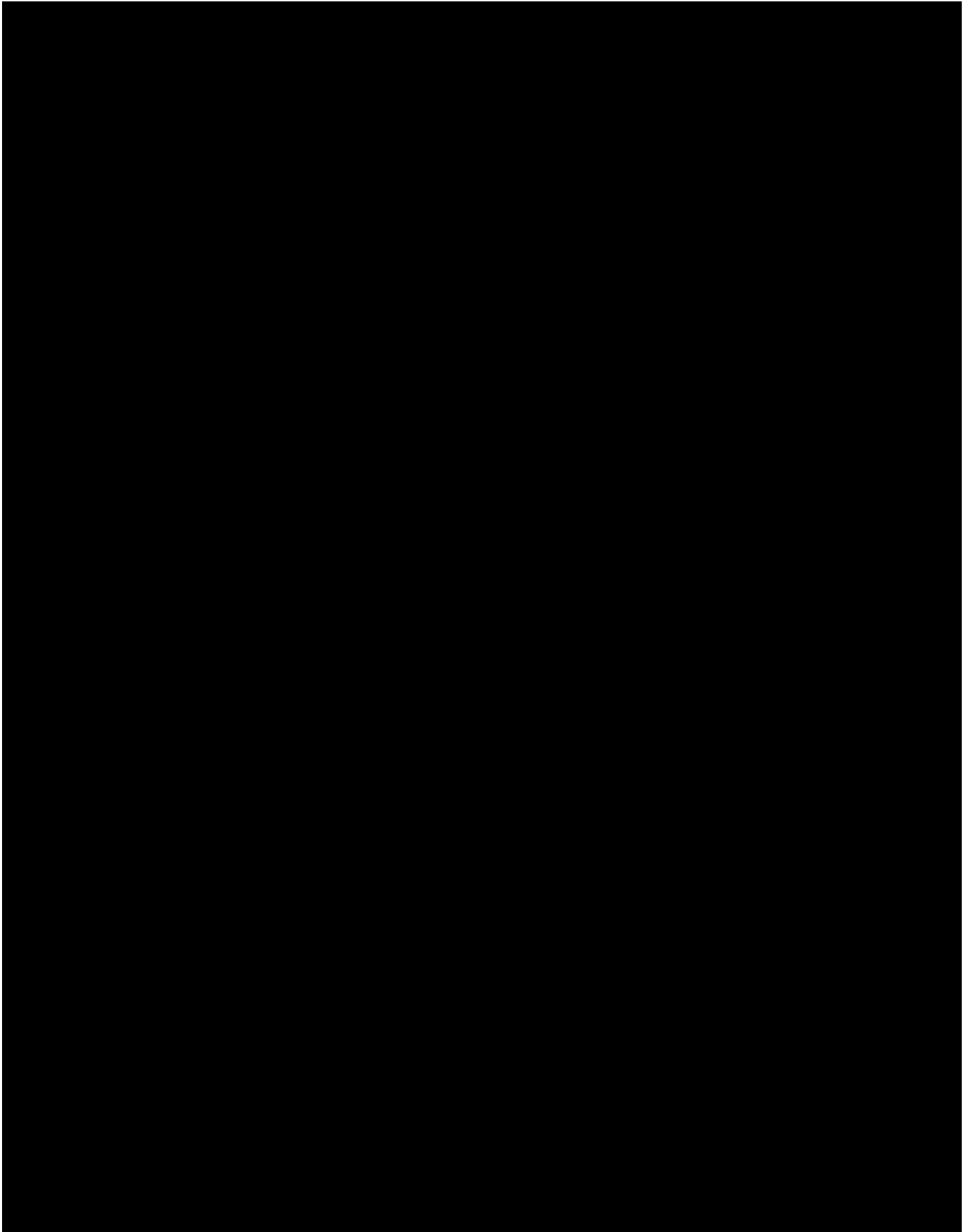


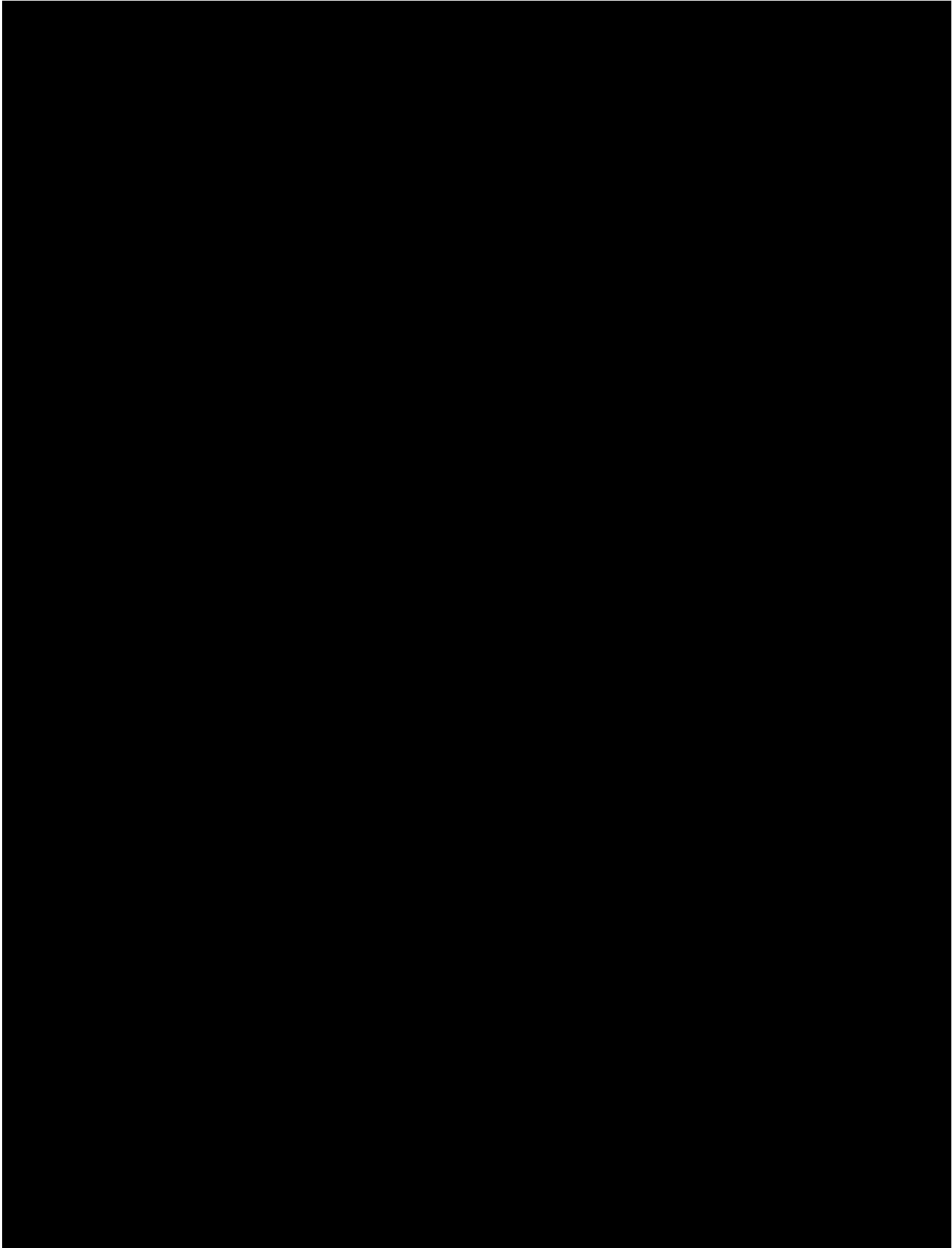












Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 20 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

Summary of Exhibit

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Page 22 Personal property, Searches, Job training and Education,
Diversion of Marijuana

Page 23 Communications - Employee Conversations, Electronic
Communications

Page 24-26 Personal Hygiene, Tardiness and Missed work, leave, jury
duty, Military leave

Page 26 Employee discounts, Visitors

Page 27-28 Contact with Media, Food and Beverages, Security
Procedures

Page 28 Sexual Harassment

Page 29 Door Safety, Time off

Page 29-31 Performance Reviews

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Page 34 Business Record Keeping

Page 35-38 Inventory Control

Page 38-42 Qualified Patient information

Page 40-42 Patient Education Support

Page 42 Employee Turnover

Page 43 Assets and Cultivation Site Security

Page 44-45 Medical Director Duties

Page 46-47 Providing Marijuana to other Dispensaries

Page 47-49 Dispensing Marijuana for Testing

Page 49-51 Dispensing/Sales

Page 52-53 Qualifying patient records

Page 54-57 Inventory Control system

Page 57-58 Cash Handling

Page 58-59 Product Labeling and Analysis

Page 60-71 Security

Page 71-74 Infused Product, /Kitchen

Page 74-76 Cleaning and Sanitization

Page 76-78 The Physical Plant

**DISPENSARY
POLICIES & PROCEDURES
OPERATING MANUAL**

HOURS OF OPERATIONS:

MONDAY:	8:00 AM – 10:00 PM
TUESDAY:	8:00 AM – 10:00 PM
WEDNESDAY:	8:00 AM – 10:00 PM
THURSDAY:	8:00 AM – 10:00 PM
FRIDAY:	8:00 AM – 10:00 PM
SATURDAY:	8:00 AM – 10:00 PM
SUNDAY:	8:00 AM- 10:00 PM

Policies and Procedures for Personnel

All employees will be hired on a 3 month probationary period. During this time each employee will be trained, tested and evaluated on everything from their work ethic to knowledge of the marijuana program. Educational training will include reading materials, attending lectures/classes, and hands-on training.

The board members of The Applicant will handle managers.

Personnel duties, responsibilities, and supervision :

CEO

Job Title: CEO

Supervises: All Staff

Position Description: The CEO is the main leader of the business and directs the overarching vision of the company.

Major Areas of Responsibility:

- Sets overall business goals
- Approves high level management decisions
- Approves of the hiring of high level staff
- Oversees legal matters that the company faces
- Handles interactions with AMCC
- Has final decision over every matter at the dispensary

Medical Director

Job Title: Medical Director

Status Salary, Exempt

Supervisor: CEO

Position Description: Medical Director oversees all medical subject matter in the dispensing of cannabis.

Major Areas of Responsibility:

- Creates and conducts medical training for all staff
- Appears at the dispensary weekly to help provide medical consulting for patients

Minimum Job Requirements:

- Must be a physician in good standing.

Compliance Officer

Job Title: Compliance Officer

Status Salary, Exempt

Minimum Age Requirements: 21 years of age

Supervisor: CEO

Supervises: All facets of cultivation and dispensary

Position Description: Compliance Officer is responsible for overseeing compliance with all dispensaries and cultivation locations. They are also responsible for interactions with Alabama State entities.

Major Areas of Responsibility:

- Read and understand all statutes and rules that the state has on medical marijuana
- Be able to fill forms and file with the state as needed
- Review training material to make sure it is compliant
- Works with all departments to answer questions about what is legally allowed and assists with project fulfillment
- Works with 3rd party groups under the license to make sure they are compliant with statutes and rules

Primary Objectives:

- Promotes the safe and legal operation of the dispensary.
- Advises and provides patients and staff with solutions.
- Ensure the safety of patients, staff, and company assets.

Specific Responsibilities of the Job

- Coordinates with the corporate entity regarding the dispensary and vendor functions.
 - a) Corresponds with corporate structure on the general operational requirements of the facility.

- b) Informs corporate entities on performance, growth, and needs of the business
- Reviews/Maintains/Creates documentation of policies and procedure and training
 - a) Reviews documents associated with policies and procedures and training
 - b) Creates documentation for training as needed
- Supervises the safe and secure operation of the dispensary.
 - a) Ensures that established policies and procedures are followed
 - b) Identifies potential security risks and takes appropriate actions to safeguard facility and operational integrity

Minimum Job Requirements:

- Demonstrated ability to understand and utilize Biotrack
- General knowledge of use of marijuana and related products.
- Excellent communication skills.
- Excellent skills in basic mathematics.
- Must not have been convicted any felony offenses

Education & Experience

- High School Diploma or GED required
- 1-3 years in compliance of any field

Physical Demands

- This position may require the applicant to routinely stand, stoop, kneel, crouch, and bend for up to 6-8 hours. Position requires the occasional lifting of objects in excess of 25 lbs. Employees under this position are required to talk and hear.
- Reasonable accommodations may be made to enable people with disabilities to perform the essential functions of this job.
- Work Environment
 - Work environment may consist of handling several patients' requests at once as well as monitoring staffing and operational needs. Processing these requests in a

timely manner and proven ability to multi-task will be tantamount to the satisfactory completion of this position.

Dispensary Manager

Job Title: Dispensary Manager

Status Hourly/Salary, Exempt/Non-Exempt

Minimum Age Requirements: 21 years of age

Supervisor: Director of Retail

Supervises: Dispensary Staff

Position Description: Dispensary Manager oversees the operations and facility of a dispensary and its staff.

Major Areas of Responsibility:

- Coordinates with corporate entity regarding dispensary and vendor functions
- Sets/Maintains appropriate inventory levels
- Supervises the safe and secure operation of the dispensary
- Supervises dispensary staff
- Oversees the annual budget of the dispensary in coordination with corporate financial departments

Objectives:

- Promotes the safe and successful operation of the dispensary.
- Advises and provides patients and staff with solutions.
- Ensure the safety of patients, staff, and company assets.

Specific Responsibilities of the Job

- Coordinates with the corporate entity regarding the dispensary and vendor functions.

- a) Corresponds with corporate structure on the general operational requirements of the facility.
- b) Informs corporate entities on performance, growth, and needs of the dispensary
- c) Administers payment to vendors based on corporate advisement
- Sets/Maintains appropriate inventory levels
 - a) Works in conjunction with corporate directives to establish viable stock quantities.
 - b) Accounts and verifies current stock levels
 - c) Establishes operational minimums
 - d) Requisitions restock from cultivation facilities/corporate
- Supervises the safe and secure operation of the dispensary.
 - a) Ensures that established policies and procedures are followed
 - b) Identifies potential security risks and takes appropriate actions to safeguard facility and operational integrity
 - c) Supervises the exchange and storage of moneys
- Supervises dispensary staff.
 - a) Trains and orientates new staff in the successful completion of their assigned tasks.
 - b) Develops and maintains a clear, concise, and accurate hourly employee work schedule.
 - c) Ensures that all employee paperwork is current and correct.
 - d) Mentors dispensary staff in solving issues and problems.
 - e) Works in conjunction with Human Resources staff to ensure the fair and orderly treatment of dispensary staff.
- Oversees the performance of the dispensary
 - a) Routinely provides the corporate office with Profit and Loss statements.

- b) Coordinates with various corporate entities in the achievement of the sustainable operation of the dispensary
- c) Monitors accurate accumulation of financial statements.
- d) Develops and stores all records and forms in an organized filing system.

Minimum Job Requirements:

- Demonstrated ability to understand and utilize Biotrack
- General knowledge of use of marijuana and related products.
- Excellent communication skills.
- Excellent skills in basic mathematics.
- Must not have been convicted any felony offenses

Education & Experience

- High School Diploma or GED required
- 1-3 years in a retail environment or related experience

Physical Demands

- This position will require the applicant to routinely stand, stoop, kneel, crouch, and bend for up to 6-8 hours. Position requires the occasional lifting of objects in excess of 25 lbs. Employees under this position are required to talk and hear.
- Reasonable accommodations may be made to enable people with disabilities to perform the essential functions of this job.

Work Environment

- Work environment may consist of handling several patients' requests at once as well as monitoring staffing and operational needs. Processing these requests in a timely manner and proven ability to multi-task will be tantamount to the satisfactory completion of this position.

Assistant Manager

Job Title: Assistant Manager

Status Hourly/Salary, Exempt/Non-Exempt

Minimum Age Requirements: 21 years of age

Supervisor: Manager

Supervises: Dispensary Staff

Position Description: Dispensary Manager oversees the operations and facility of a dispensary and its staff. Major Areas of Responsibility:

- Coordinates with corporate entity regarding dispensary and vendor functions
 - Sets/Maintains appropriate inventory levels
 - Supervises the safe and secure operation of the dispensary
 - Supervises dispensary staff
 - Oversees the annual budget of the dispensary in coordination with corporate financial departments
- Primary Objectives:
- Promotes the safe and successful operation of the dispensary.
 - Advises and provides patients and staff with solutions.
 - Ensure the safety of patients, staff, and company assets.●
 - Specific Responsibilities of the Job
 - Coordinates with corporate entities regarding the dispensary and vendor functions.
 - a) Corresponds with corporate structure on the general operational requirements of the facility.
 - b) Informs corporate entities on performance, growth, and needs of the dispensary
 - c) Administers payment to vendors based on corporate advisement
 - Sets/Maintains appropriate inventory levels
 - a) Works in conjunction with corporate directives to establish viable stock quantities.

- b) Accounts and verifies current stock levels
- c) Establishes operational minimums
- d) Requisitions restock from cultivation facilities/corporate
- Supervises the safe and secure operation of the dispensary.
 - a) Ensures that established policies and procedures are followed
 - b) Identifies potential security risks and takes appropriate actions to safeguard facility and operational integrity
 - c) Supervises the exchange and storage of moneys
- Supervises dispensary staff.
 - a) Trains and orientates new staff in the successful completion of their assigned tasks.
 - b) Develops and maintains a clear, concise, and accurate hourly employee work schedule.
 - c) Ensures that all employee paperwork is current and correct.
 - d) Mentors dispensary staff in solving issues and problems.
 - e) Works in conjunction with Human Resources staff to ensure the fair and orderly treatment of dispensary staff.
- Oversees the performance of the dispensary
 - a) Routinely provides corporate with Profit and Loss statements.
 - b) Coordinates with various corporate entities in the achievement of the sustainable operation of the dispensary
 - c) Monitors accurate accumulation of financial statements.
 - d) Develops and stores all records and forms in an organized filing system.

Minimum Job Requirements:

- Demonstrated ability to understand and utilize Biotrack
- General knowledge of use of marijuana and related products.

- Excellent communication skills.
- Excellent skills in basic mathematics.
- Must not have been convicted any felony offenses
- Education & Experience
- High School Diploma or GED required
- 1-3 years in a retail environment or relate experience Physical Demands
- This position will require the applicant to routinely stand, stoop, kneel, crouch, and bend for up to 6-8 hours. Position requires the occasional lifting of objects in excess of 25 lbs. Employees under this position are required to talk and hear.
- Reasonable accommodations may be made to enable people with disabilities to perform the essential functions of this job.
- Work Environment
 - Work environment may consist of handling several patients' requests at once as well as monitoring staffing and operational needs. Processing these requests in a timely manner and proven ability to multi-task will be tantamount to the satisfactory completion of this position.

Patient Service Consultant

Job Title: Patient Consultant/Budtender

Status Hourly, Non-Exempt

Minimum Age Requirements: 21 years of age

Supervisor: Dispensary Manager

Position Description: Patient Consultant/Budtender informs and services patients and customers in the selection and purchasing of marijuana and related products.

Major Areas of Responsibility:

- Checks in patients/customers and verifies their status on AMCC system or ID.

- Collects payments by accepting cash or voucher payments from customers; issuing receipts, refunds, credits, or
- change for cash customers.
- Provides patients with information about cannabis and alternatives.
- Assists patients with product selection.
- Processes patient orders and payments utilizing Biotrack POS software.
- Maintains appropriate stock quantities at the sales station.
- Assists management in performing any assigned duties.
- Presents a clean and safe facility.
- Primary Objectives:
 - Promote a safe and courteous environment.
 - Aid patients in an efficient and timely manner.
 - Provide patients with education and information about the uses of medical marijuana and alternatives.
- Specific Responsibilities of the Job
 - Checks in and verifies patient status on AMCC system
 - a) Checks patients in.
 - b) Reviews patient purchasing history.
 - c) Verifies patient's purchasing availability.
 - d) Informs patient of remaining purchase availability.
- Assists patients with product selection
 - a) Presents patient specified samples.
 - b) Addresses patient questions and concerns.
 - c) Interact with patients in a professional and compassionate manner.
 - d) Provide patients with appropriate options based on supplied educational materials.
- Processes patient orders utilizing POS software
 - a) Inputs patient s order quantities in accordance with remaining availability.
 - b) Packages and labels patient orders in accordance with packaging policy standards.

- c) Produces sales receipt.
- d) Receives and deposits appropriate monetary compensation.
- Maintains appropriate stock quantities
 - a) Routinely checks the inventory level of stocked items.
 - b) Refills stock quantities to company required minimums and maximums.
- Assists management staff in general operation of the facility
 - a) Communicates patient concerns to the management team.
 - b) Recognizes and communicates potential safety concerns to the management team.
 - c) Completes additional assignments and tasks as assigned by management.
- Presents a clean and safe facility
 - a) Sweep, mops, and clears the floors of the facility throughout the day to present a clean environment.
 - b) Cleans all glass windows, displays, and surfaces to be free of accumulated dirt or smudges.
 - c) Dusts appropriate surfaces regularly to prevent the accumulation of dust.
 - d) Clears trash bins and replaces them with appropriate trash bin liners.
 - e) Dresses in appropriate professional attire.
- Minimum Job Requirements:
 - Demonstrated ability to understand and utilize MJ Freeway.
 - General knowledge of use of marijuana and related products.
 - Excellent communication skills.
 - Excellent skills in basic mathematics.
 - Must not have been convicted of any felony offenses
 - Education & Experience
 - High School Diploma or GED required
 - 1-3 years in a retail environment or relate experience preferred
 - Physical Demands

- This position will require the applicant to routinely stand, stoop, kneel, crouch, and bend for up to 6-8 hours. Position requires the occasional lifting of objects in excess of 25 lbs. Employees under this position are required to talk and hear.
- Reasonable accommodations may be made to enable people with disabilities to perform the essential functions of this job.
- Work Environment
 - Work environment may consist of handling several patients' requests at once. Processing these requests in a timely manner will be tantamount to the satisfactory completion of this position.

Receptionist / Front Desk

Job Title: Receptionist / Front Desk

Level: Associate

Status Hourly, Non-Exempt

Minimum Age Requirements: 21 years of age

Immediate Supervisor: Assistant Manager

Supervises: N/A

Division: Dispensary

Department: Reception

Purpose

Serves visitors/patients by greeting, welcoming, and directing them appropriately; notifies company personnel of visitor arrival; verifies patient information against regulatory guidelines; maintains/operates telecommunications systems.

Job Duties:

- Welcomes visitors/patients by greeting them, in person or on the telephone; answering or referring inquiries.
- Directs visitors by maintaining employee and department directories; giving instructions

- Maintains security by following procedures; monitoring logbook; issuing visitor badges.
 - Maintains telecommunication system by following manufacturer's instructions for house phone and console
 - operation.
 - Maintains safe and clean reception area by complying with procedures, rules, and regulations.
 - Maintains continuity among work teams by documenting and communicating actions, irregularities, and
 - continuing needs
 - Initiates
 - Contributes to team effort by accomplishing related results as needed.
- Skills/Qualifications
- Telephone Skills
 - Verbal Communication
 - Microsoft Office Skills
 - Listening
 - Professionalism
 - Customer Focus
 - Organization
 - Informing Others
 - Handles Pressure
 - Phone Skills
 - Supply Management

Minimum Requirements:

- Must not have been convicted of any felony offenses

Education & Experience

- High School Diploma or GED required

- Equivalent experience in a retail setting.
- Physical Demands
 - This position will require the applicant to routinely sit, stand, stoop, kneel, crouch, and bend for up to 8 hours. Position requires the occasional lifting of objects in excess of 25 lbs.

Inventory Manager

Level: Supervisor
Status: Hourly, Non-Exempt
Minimum Age Requirements: 21 years of age
Immediate Supervisor: Dispensary Manager
Supervises: Packaging Associate

Purpose

Manage Inventory quality and stock levels

Job Duties:

- Manage Inventory levels, assessing needs and communicating to the management team.
- Manage the intake of all products.
- Manage and control inventory loss and shrink.
- Manage packaging needs
- Ensure compliance with all inventory processes and procedures
- Maintain all records for intake, ordering, inventory audits
- Manage all packaging and inventory staff.
- Skills/Qualifications:
 - Accuracy
 - Quality Control
 - Production Planning
 - Attention to Detail

- Thoroughness
- Documentation Skills

- Analyzing Information
- Minimum Requirements:
- Must not have been convicted of any felony offenses

Education & Experience:

- High School Diploma or GED required
- Associate's degree or equivalent experience in operations or warehouse management.
- Physical Demands:
 - This position will require the applicant to routinely sit, stand, stoop, kneel, crouch, and bend for up to 8 hours. Position requires the occasional lifting of objects in excess of 75 lbs.

Inventory Specialist

Status	Hourly, Non-Exempt
Minimum Age Requirements:	21 years of age
Immediate Supervisor:	Inventory Manager

Job Duties:

- Intake products.
- Package and label product.
- Maintain the cleanliness and sanitation of the inventory area
- Follow all policies and procedures
- Maintain all records for intake, ordering, inventory audits
- Skills/Qualifications:
- Accuracy

- Quality Control
- Production Planning
- Attention to Detail
- Thoroughness
- Documentation Skills
- Analyzing Information
- Minimum Requirements:
 - Must not have been convicted of any felony offenses

Education & Experience:

- High School Diploma or GED required
- Associate's degree or equivalent experience in operations or warehouse management.
- Physical Demands:
 - This position will require the applicant to routinely sit, stand, stoop, kneel, crouch, and bend for up to 8 hours. Position requires the occasional lifting of objects in excess of 75 lbs.

Packing Associates

Status	Hourly, Non-Exempt
Minimum Age Requirements:	21 years of age
Immediate Supervisor:	Inventory Manager, Inventory Specialist

Job Duties:

- Package and label product.
- Maintain the cleanliness and sanitation of the inventory area
- Follow all policies and procedures

- Maintain all records for intake, ordering, inventory audits

Skills/Qualifications:

- Accuracy
- Quality Control
- Attention to Detail
- Thoroughness
- Documentation Skills

Minimum Requirements:

- Must not have been convicted of any felony offenses

Education & Experience:

- High School Diploma or GED required
- Associate's degree or equivalent experience in operations or warehouse management.
- Physical Demands:
 - This position will require the applicant to routinely sit, stand, stoop, kneel, crouch, and bend for up to 8 hours. Position requires the occasional lifting of objects in excess of 75 lbs.

Front Desk Dispensary Agent

Status Hourly, Non-Exempt

Minimum Age Requirements: 21 years of age

Immediate Supervisor: Dispensary Manager

Job Duties:

- Checks in patients and verifies status on the AMCC system.

- Collects payments by accepting cash or voucher payments from customers; issuing receipts, refunds, credits, or
- change for cash customers.
- Provides patients with information about cannabis and alternatives.
- Assists management in performing any assigned duties.
- Presents a clean and safe facility.
- Primary Objectives:
- Aid patients in an efficient and timely manner.
- Provide patients with education and information about the uses of medical marijuana and alternatives.
- Specific Responsibilities of the Job
- Checks in and verifies patient status on AMCC system
 - a) Checks patients in.
 - b) Reviews patient purchasing history.
 - c) Verifies patient's purchasing availability.
 - d) Informs patient of remaining purchase availability.
- Processes patient orders utilizing POS software
 - a) Inputs patient s order quantities in accordance with remaining availability.
 - b) Receives and deposits appropriate monetary compensation
- Assists management staff in general operation of the facility
 - a) Communicates patient concerns to the management team.
 - b) Recognizes and communicates potential safety concerns to the management team.
 - c) Completes additional assignments and tasks as assigned by management.
- Minimum Job Requirements:
 - Demonstrated ability to understand and utilize the state system for allotment allocation.
 - Excellent communication skills.
 - Excellent skills in basic mathematics.

- Must not have been convicted of any felony offenses
- Education & Experience
 - High School Diploma or GED required
 - 1-3 years in a retail environment or relate experience preferred
- Physical Demands
 - This position requires individuals to be able to maintain focus for operating a vehicle
 - Some walking will be required to move from vehicles to needed locations to make transactions

Confidentiality Policy :

- The Applicant will stay in compliance with HIPAA guidelines regarding confidentiality. All employees must complete confidentiality training and will be documented on employee files. All employees must adhere to confidentiality requirements and any violation of these policies will result in disciplinary actions.
 - Confidentiality of patient information, company policy, procedures, standards, practices, and finances will be strictly enforced. The law and our own business ethics policies require that all employees maintain confidentiality when handling patient matters.
 - Employees shall not disclose patient information to outsiders, including other patients, third parties or members of one's own family. Patients will trust The Applicant to maintain their confidentiality and care.

- o Due to the nature of our business, The Applicant strongly discourages employees from developing personal relationships with patients.
- o Company information is only for the use of The Applicant and not to be used outside of the company.
- o All information gained and created while employed at The Applicant is property of the company and may not be taken when leaving the company. Taking this information will be considered theft and The Applicant will enforce this to the full extent of the law.
- o Any disclosure of confidential information will result in disciplinary action.
- **Personal Employee Property:**
 - o The Applicant cannot be held responsible for lost or stolen personal property of employees.
- **Searches:**
 - o Personal employee workspaces are subject to inspection without prior notice This includes desks, computers, work areas, and personal property such as purses and bags.
 - o The Applicant reserves the right to conduct a personal body search if an employee is suspected of theft.
- **Job Training and Education:**
 - o Qualified candidates will be hired on a 3-month probationary period during which time they will receive training and evaluation.

- o Training education will include marijuana industry topics, safety, certificates of analysis, patient care, legal issues and OSHA safety training.
- o Training and education will take place throughout the year as well when topics arise that need further explanation to our employees.
- o The Applicant management and our medical director will present Training and education
- o All trainings will be recorded in personnel files
- **Diversion of Marijuana:**
 - o The Applicant will cooperate with the Local Police Department if an employee is caught stealing or illegally distributing marijuana.
 - o Employees found to be diverting marijuana could be arrested and punished to the full extent of the law.
- **Employee Conversations:**
 - o Employees are prohibited from conducting personal conversations while in the presence of the public.
 - o The only conversations that should take place in public are between employees and patients.
- **Electronic Communications:**
 - o Use of company communication devices for personal reasons is strictly prohibited. This includes chatting online, accessing blogs or social networks of any kind.

- o Company communication devices are to be used for business matters only.
 - o Use of personal communication devices, including personal phones, is to be used only during break times or off hours.
 - o Employees are prohibited from using personal communication devices while in the presence of the public.
 - o Employees are not allowed to download anything from the Internet using company computers. Anything that is to be downloaded from the Internet is to be done or approved by the Operations Manager.
 - o All access codes and passwords will be given only to designated employees. Security access passwords to confidential patient or company information will only be available to the management of The Applicant or entrusted employees as needed. All employees are required to log out of any point of sale terminal, computer, or other company system prior to walking away from the system. Employees are required to keep their pin number and passwords to any company system private and confidential to prohibit other employees from utilizing the system in a manner outside of their authority.
- **Personal Appearance & Hygiene:**
 - o Employees must present themselves in a clean and odor-free fashion.
 - o Employees will be required to wear appropriate attire. This will let patients know exactly who is an employee of The Applicant as well as project a professional appearance.
 - o Employees must wash their hands after eating, smoking, using the bathroom and after break time.

- o All employees must maintain proper grooming and hygiene. Any employee with a beard or mustache must keep them well groomed.
- o Pungent perfumes or colognes are prohibited from being used by any employee during work hours.

- **Tardiness and Missed Work:**

- o All employees are required to be at their workstations, ready to start work at the beginning of their assigned work shifts. Employees are required to clock in no earlier than 10 minutes prior to your scheduled shift (unless otherwise approved in advance by management). Employees must be clocked in no later than five minutes prior to their shift to be considered ON TIME.
- o Traffic or weather conditions, with the exception of natural disasters or emergencies, are not excusable reasons for missing work.
- o Excessive tardiness is taken seriously and will lead to disciplinary action, up to and including discharge.
- o **Occurrences are incidents or events that lead to an employee being late or missing work.**

Tardiness- The Applicant understands that life events may cause an employee to arrive late to work. Employees that are going to be late or miss work are required to contact the appropriate supervisor a minimum of 2 hours prior to their scheduled shift.

Employees are allowed 6 occurrences per calendar year...

- Three Tardies will result in a verbal warning
- Five Tardies will result in a written warning
- Six Tardies will result in termination

a dispensary agent at all times

- **Sexual Harassment:**

- o Any form of sexual harassment or harassment is strictly prohibited.
- o Any employee found in violation or suspicion of sexual harassment will be investigated and dealt with in a timely manner.
- o If an employee has been harassed , they are required to report to management.
- o All harassment reports can be made anonymously.
- o All parties involved in any reported harassment conflict will be counseled. The Applicant will actively intervene at any indication of a potential hostile or violent situation.

- **Door Safety:**

- o All restricted access areas are to be locked at all times.
- o Any door entrance with a security code or security access must be opened by an authorized The Applicant employee.
- o Dispensaries are to have only one secure entrance and all other doors that connect to the outside are for exiting only.

- **Request Time Off:**

- o All employees must fill out “Request Time Off Form” and submit it to the Manager 2 weeks in advance. There is no guarantee that the employee will

be granted the request, and written approval by a manager is required for the request to be considered “approved”.

- **Performance Reviews:**

- o New employees will be reviewed at the end of their three-month probationary period.
- o Employees will thereafter receive yearly performance reviews to discuss progress and all strengths and weaknesses.

Policies and Procedures for Performance Review/ Disciplinary

- **Performance Reviews:**

- o A performance appraisal is a review and discussion of an employee's performance of assigned duties and responsibilities. The appraisal is based on results obtained by the employee in his/her job, not on the employee's personality characteristics. The appraisal measures skills and accomplishments with reasonable accuracy and uniformity. It provides a way to help identify areas for performance enhancement and to help promote professional growth. It should not, however, be considered the supervisor's only communication tool. Open lines of communication throughout the year help to make effective working relationships.
- o Each employee should receive a thoughtful and accurate appraisal. The manager will give rating in each of the performance categories:
 - Job /Technical Knowledge,
 - Problem Solving and Decision Making,

- Self management Skills
 - Communication,
 - Interpersonal Skills,
 - Adherence to Company Policies and Procedures,
- o The Rating Marks are:
- 5 = Outstanding
 - 4 = Exceeds Expectations/ Requirements
 - 3 = Meets Expectations/ Requirements
 - 2 = Improvement Needed
 - 1 = Unsatisfactory Job Performance
- o Periodic reviews help supervisors gain a better understanding of each employee's abilities. The goal of the review process is to recognize achievement, to evaluate job progress, and then to design training for the further development of skills and strengths. A careful review will stimulate employee's interest and improve job performance. The review provides the employee, the supervisor, the Vice President, and Human Resources a critical formal feedback mechanism on an annual basis, however these discussions should not be restricted solely to a formal annual review.
- o Annually, the appropriate supervisor evaluates each employee's performance. In the case where an employee has changed jobs partway through the appraisal period, both of the employee's supervisors during the appraisal period should submit an appraisal of the employee's performance. During the performance evaluation process, the most recent job description on file should be reviewed and updated if necessary.
- o Merit increases will be awarded on a pay-for-performance basis and are based on individual performance. However, a positive performance review

should not be considered a guarantee for an increase in pay.

- o New employees will be reviewed at the end of their three months probationary period.

- **Disciplinary**

- o From time-to-time Directors and Managers are faced with employee misconduct issues and disciplinary actions. Given that there are a number of individuals in leadership and supervisory positions who may be new to their roles, this memorandum will serve as a basic reference guide when considering rules and standards applicable to employees and standards of conduct.
- o Employees are expected to meet The Applicant standards of performance, ethics, and professionalism. The Applicant follows a progressive discipline philosophy which is designed to, whenever possible, give employees who fail to meet standards an opportunity to improve. As part of progressive discipline, areas of concern are clearly explained to employees, clear action steps for improvement are outlined, and a follow-up is scheduled to review progress. Progressive discipline is a constructive way to improve employee performance; however, with each occurrence requiring discipline, the severity of the sanction increases to include suspension and/or termination. The level at which disciplinary action begins is determined by the immediate supervisor, in coordination with Human Resources, based upon the facts related to the conduct in question. The following outlines various steps in the progressive discipline plan.
- o For disciplinary actions that fall under Levels I and II, a "Disciplinary Action Form" will be completed and filed within the personnel folder. This documentation is to be completed by the Manager and signed by both the manager and the employee. If the employee refuses to sign, that should be

- o Copies will then be made and one will be given to patient
 - o The QP will then be advised to contact their Certifying Physician as soon as possible.
 - o A copy of the Refusal of Medical Marijuana Form will be mailed to the certified physician if possible.
 - o The Manager on Duty will then file the form in the Refusal of Medical Marijuana Binder
-
- **Denial of Sale due to Expired/Invalid/Void Patient Registration Card**
 - o If a patient presents an expired/invalid/void card at check in, must make an entry of “Refusal of Medical Marijuana” in the inventory tracking software system.
 - o Complete the Refusal of Medical Marijuana Form.
 - o Make copies and give one to the patient, instructing the QP to contact their Certifying Physician as soon as possible.
 - o Send one copy to a certified physician if possible.
 - o Manager file form in the Refusal of Medical Marijuana Binder

Policies and Procedures for Patient Education & Support:

Patients will receive educational material about medical marijuana, various methods of administration, educational material about the laws in Alabama in regards to medical marijuana, email notifications, and tracking sheets for patients to track their own effects from each strain. The Applicant will have a medical director on call or on site during hours of operation to tend to our patients medical needs when necessary.

- The Applicant will offer a wide variety of educational material to inform our patients, the general public and anyone else that may inquire about medical marijuana and related products.
- We will offer the following educational materials:
 - o Print out detailed information on different marijuana strains including species of the plant such as Indica Sativa, and Hybrids. The six major Cannabinoids THC, CBD, CBN, CBG, CBC, THCV, potency and its effects
 - o Patient Material will include:
 - Method of Consuming Medical Marijuana:
 - o Smoking including pros and cons
 - o Vaporizing including pros and cons
 - o Edibles including pros and cons
 - Warnings Statement: Marijuana use can be addictive and can impair an individual's ability to drive a motor vehicle or operate heavy machinery. Marijuana smoke contains carcinogens and can lead to an increased risk for cancer, tachycardia, hypertension, heart attack,

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 21 – Production and Manufacturing 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 22 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

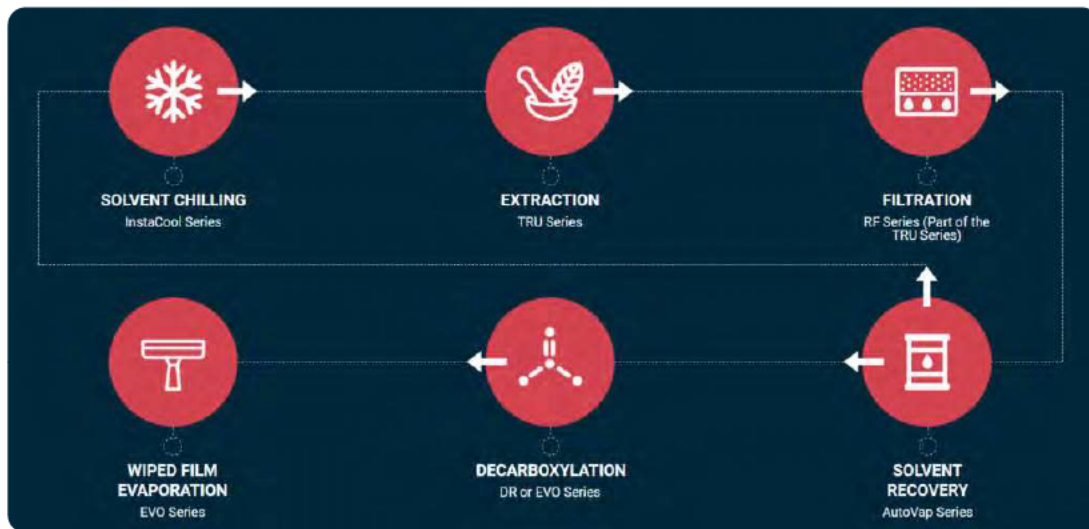
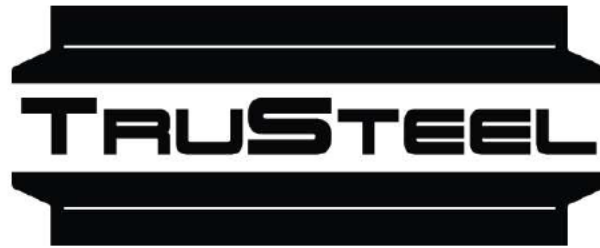
Title of Verifying Individual



Signature of Verifying Individual

12-29-2022

Verification Date



TRU60 PROPOSAL

PREPARED BY

Ryan Miller

TruSteel

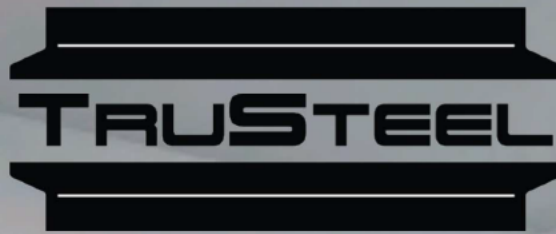
416 Crown Point Circle Suite 1

Grass Valley, CA 95945

ryan.miller@trusteel.com

TruSteel.com

TRUSTEEL



Dear Karl,

Thank you for considering TruSteel as your extraction partner! Please find within this proposal information on our end-to-end ethanol extraction system capable of processing over 1200 lbs/day of biomass to a refined, high-quality CBD or THC crude oil.

With solvent recovery upgrades, additional centrifuge(s), and a solvent circulation system, your system can scale to achieve over 200 lbs/hour of biomass processing capability.

We pride ourselves on providing expertly engineered equipment that exceeds all safety standards. You'll find that our package includes all ancillary equipment and comes as a complete, turnkey system, with shipping, installation, and training at no additional charge. We provide guaranteed service to all our clients, your system will be up and running with designated operators trained before we leave your facility.

This system is designed for use with ethanol as the primary solvent and includes:

- Extraction Equipment
- Solvent Storage & Solvent Chilling Equipment
- Winterization & Filtration Equipment
- Solvent Recovery Equipment
- Decarboxylation Equipment
- Distillation Equipment
- Process Piping and All Ancillary Equipment Required for Turnkey Operation

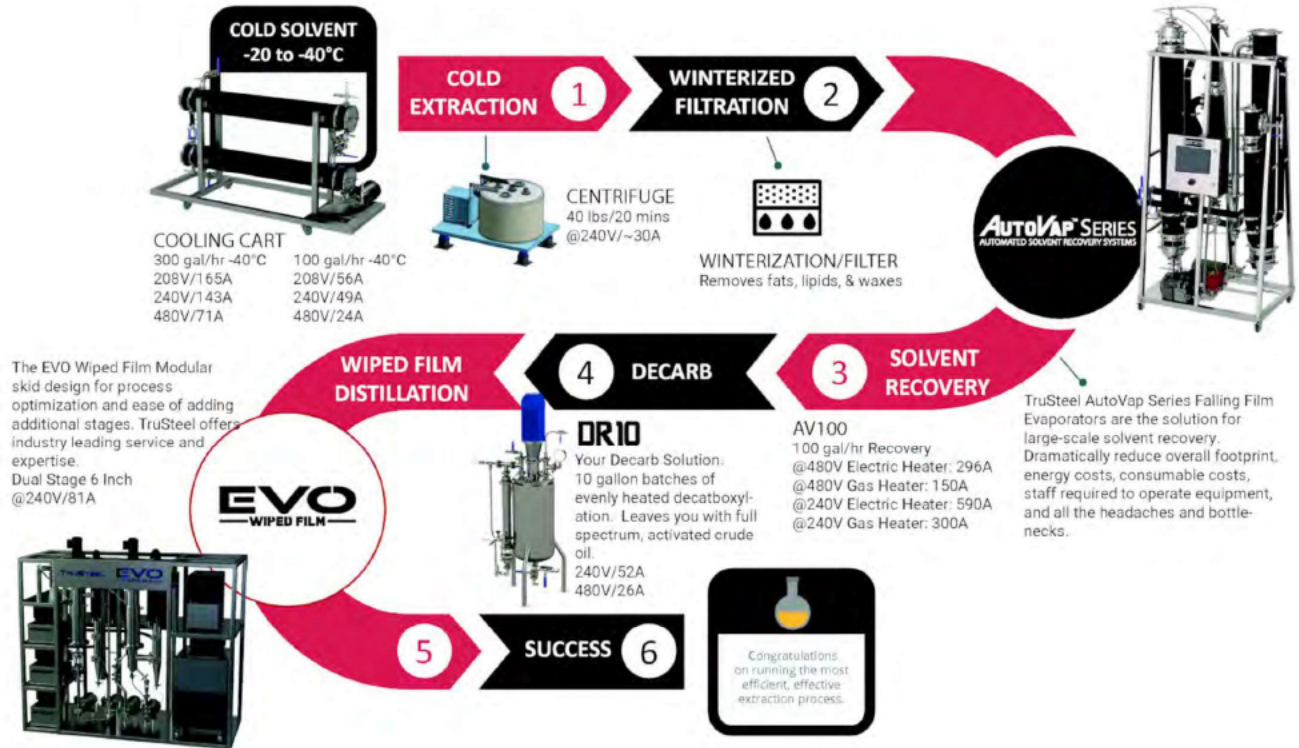
Output is determined by potency of biomass and extraction efficiency. We look forward to becoming the extraction equipment partner that you can rely on!

Regards,

Ryan Miller
TruSteel



COMPLETE END-TO-END SOLUTION



This page is only an EXAMPLE for visual representation. This is not the system specified in this proposal.



IC 100

COOLING CART SERIES AUTOMATED SOLVENT CHILLING SYSTEMS



FAST, EFFICIENT SOLVENT COOLING

The IC100 is designed to chill 100 US gal./hr from room temp down to -40C inline. It will also control filling of any centrifuge or extractor with adjustable volumes at the push of a button.

Automation comes standard with a HMI, built-in fail safes, alarms, data logging, and remote control.



UP TO 100 US GAL/HR
(1135 Liters) Per Hour Cooled Solvent



COMPLETE AUTOMATION
Only 1 Operator Required



-60°C RATED
Dial in your Ideal Extraction Temp



CONTINUOUS PROCESS FLOW
Eliminate holdup



CID2 COMPLIANT
Hazloc Motors & Instinsically Safe HMI



PEER ENGINEER REVIEWED
Streamlined Safety Approval Process



FDA 3-A Sanitary Standards
Food Grade Compliant Surfaces



UL COMPLIANT MOTORS
US & Canada



MADE IN USA
Highest Standard of Quality & Testing

BY EXTRACTORS - FOR EXTRACTORS

The IC100 is designed by experts in the extraction industry. Only high quality parts are used to assure a long lifespan with outstanding service and warranty.

TRUSTEEL.COM | 530.802.0420 | INFO@TRUSTEEL.COM

IC 100



STANDARD FEATURES

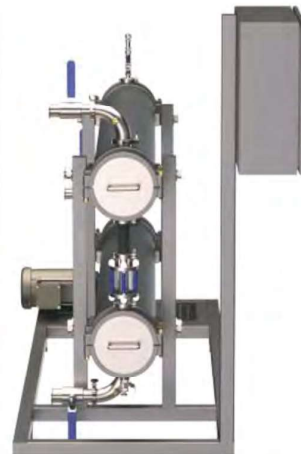
- Material: Stainless Steel, PTFE, & Borosilicate
- Compatible With: Ethanol, Methanol, Heptane, Hexane, Acetone, Acetonitrile
- Peer Engineer Reviewed
- USA and Canadian UL Listed
- Installation, Training & Support Included
- 1 Year Warranty
- 208-240V/3Ø/20A

Option A

100 gal/hr RT to -40C
72A 208V 3Ø
34.7A 460V 3Ø

Option B

100 gal/hr RT to -20C
50A 208V 3Ø
24.6A 460V 3Ø



REVOLUTIONARY TEMPERATURE CONTROL

The IC100 is a revolutionary temperature control unit for GMP compliant inline chilling of solvent or miscelle.

It's design eliminates the risk of refrigerants leaking into the process, allows for draining and cleaning in place, and is FDA 3A sanitary rated for pharmaceutical grade products.

The IC100 is designed for up to 100 US gal/hr from room temp down to -40C, however can be paired with a multitude of chillers to achieve your target performance.

The intelligent controls allow you to maximize the performance of any chiller unit on the market, and features modbus communication for easier networking.

As with all TruSteel products, the control module seamlessly integrates into your lab space. This allows for remote access, datalogging, and performance monitoring.

Link multiple modules together to create the ultimate end-to-end facility.



AV30



AUTOVAP™ SERIES AUTOMATED SOLVENT RECOVERY SYSTEMS



UP TO 45 US GAL/HR*
(170 LITERS) Per Hour Recovery



COMPLETE AUTOMATION
Easy to Read Display



95-99% SOLVENT RECOVERY
Precise Parameters/Control



LOW RESIDENCE TIME
Less than 3 Minutes



CID2 COMPLIANT
Hazloc Motors & Intrinsically Safe HMI



PEER ENGINEER REVIEWED
Streamlined Safety Approval Process



FDA 3-A Sanitary Standards
Food Grade Compliant Surfaces



UL 508B COMPLIANT
US & Canada



MADE IN USA
Highest Standard of Quality & Testing

FAST, EFFICIENT SOLVENT RECOVERY

The AV30 is the most efficient solvent recovery system when comparing throughput to footprint.

With built in fail safes, alarms, data logging, and remote access, the AV30 stands alone as the leader in the industry.

BY EXTRACTORS – FOR EXTRACTORS

The AV30 is designed by experts in the extraction industry. Only high quality parts are used to assure a long lifespan with outstanding service and warranty.

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AV30

TRUSTEEL

STANDARD FEATURES

- Up to 45 US Gal/HR Recovery*
- 95-99% Removal 1st Pass
- < 3 Minute Residence Time
- Fully Automated Operation
- Fail Safes, Alarms, Data Logging, Remote Control
- Material: Stainless Steel, PTFE, & Borosilicate
- Compatible With: Ethanol, Methanol, Heptane, Hexane, Acetone, Acetonitrile
- UL Listed Ancillary Equipment Included: Heating System, Cooling System, and Vacuum
- Solvent Resistant Touch Screen
- Engineer Reviewed for Safe Operation in Hazardous Locations
- USA and Canadian UL 508B Listed
- IQ/OQ Optional
- Installation, Training & Support Included
- 1 Year Warranty

TOTAL AMPERAGE

Facility Power	480V	240V	208V
Phase	3Ø	3Ø	3Ø
Total Amps (ELECTRIC HEATER)	118	176	196
Total Amps (GAS HEATER)	87	109	109



SPECIFICATIONS

CHILLER (12 TON COOLING POWER)
 230V/3Ø/65A OR 460V/3Ø/43A
 80.3 x 35 x 65.6 (LxWxH inches)
 884 lbs. (empty weight)

VACUUM PUMP
 110V/1Ø/3A
 9 x 15 x 7 (LxWxH inches)
 40.3 lbs.

WATER HEATER
OPTION 1: ELECTRIC
 208V/3Ø/99.9A
 240V/3Ø/79.4A
 480V/3Ø/43.3A
 10 x 24 x 15.75 (LxWxH inches)

OPTION 2: GAS
 120V/1Ø/12A; 300K BTU
 1/2" GAS CONNECTION

CONTROL PANEL [PLC]
 208-240V / 1Ø / 27.5A
 DIM: 8 x 36 x 48 (LxWxH inches)

AV30 FOOTPRINT
 48 x 32 x 91 (LxWxH inches)
 Weight: 850 Lbs.

*Different solvents may result in varied recovery rates.



DR10

DECARB SERIES DECARBOXYLATION SOLUTIONS



FAST, EFFICIENT DECARBOXYLATION

Made from high quality stainless steel parts and a CID1 compliant motor, the DR10 also comes with all necessary ancillary equipment.

The DR10 works great in tandem with TruSteel AutoVaps in a closed loop system.



UP TO 10 GALLON BATCH
38 Liter Max Capacity



UNIFORM DECARBOXYLATION
Heating + Mixing + Vacuum



VAPOR TRAP*
Condenses Excess Volatiles



HIGH HEATING CAPACITY
Faster Startup Time



CID1 COMPLIANT
Hazloc Motors & Controls



PEER ENGINEER REVIEWED
Streamlined Safety Approval Process



FDA 3-A Sanitary Standards
Food Grade Compliant Surfaces



UL COMPLIANT COMPONENTS
All Ancillary UL Listed



ASSEMBLED IN USA
Highest Standard of Quality & Testing

HIGH CAPACITY

Finally, a solution to high volume decarboxylation. The DR10 is capable of devolatilizing and decarbing 10 gallons of material per batch.

Simple operation with precise temperature readings allow for full control over the decarb process.

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DR10



STANDARD FEATURES

- Up to 10 Gallon Batches
- Footprint: 2 x 2 x 5 (feet)
- Ideal Temperature Range
- Constant, Uniform Heating
- Simple Feed and Discharge
- Compatible With: Ethanol, Methanol, Heptane, Hexane, Acetone, Acetonitrile
- UL Listed Ancillary Equipment Included: Heating System, Cooling System, and Vacuum
- Engineer Reviewed for Safe Operation in Hazardous Locations
- USA and Canadian UL Listed Motors
- 1 Year Warranty
- IQ/OQ Available

TOTAL AMPERAGE

Facility Power	240V	480V
Phase	3Ø	3Ø
Total Amps	52	26



SPECIFICATIONS

CHILLER

230V/1Ø/12A
26 x 19 x 34 (LxWxH inches)
220 lbs. (empty weight)

VACUUM PUMP

115V/1Ø/4A
12 x 9 x 9 (LxWxH inches)
30 lbs.

OIL HEATER

230V/3Ø/33.7A
460V/3Ø/18A
37 x 18 x 54 (LxWxH inches)
600 lbs. (shipping weight)
Includes 10 gal. of heat transfer oil

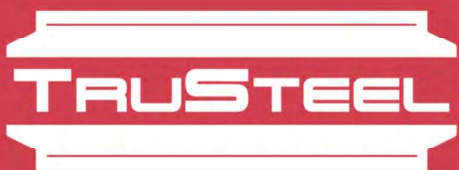
VARIABLE FREQUENCY DRIVE [MIXER]

208-240V / 1Ø or 3Ø input (3Ø output)
1A @ 208V
1 x 2.2 x 3.4 (LxWxH inches)

DR10 FOOTPRINT

24 x 24 x 60 (LxWxH inches)

*Other Cooling Options Available



EVO-6

WIPED FILM SERIES



PICTURED: 5 Stage Automated System w/ Huber Ancillary Equipment



UP TO 25 LITERS/HR INPUT

CID2 VERSION AVAILABLE



MANUAL or FULLY AUTOMATED

PEER ENGINEER REVIEWED



UP TO 99% REMOVAL EFFICENCY

FDA 3A SANITARY FITTINGS



ULTRA LOW RESIDENCE TIME

UL 508B CONTROLS



WIPED FILM DISTILLATION SHORT vs. LONG PATH

MADE IN THE USA



Achieve the ultimate separation with a Long Path Evaporator. Many compounds share properties that make separation difficult, such as terpenes or solvent vapor that act as a carrier. Increasing the vapor path will limit crossover in the de-volatilization stage, increasing yields and removal efficiency. Further processing of heavier compounds is best carried out in a Short Path Evaporator, where the distance of the vapor is minimal, and deep vacuum is applied for critical molecular separation and higher purities.

MODULAR DESIGN

The modular design allows for continual expansion as your business grows. Easily upgrade as your production needs increase. Plumbing components are simple to rearrange and are available for all configurations for the ultimate control over your distillation process.

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EVO-6



CUSTOMIZED PROCESS

The EVO Wiped Film Evaporator is built with modularity in mind. Start with a stand alone unit and build your way up to the ultimate distillation machine. Combining long and short path distillation provides greater flexibility to further purify your target compounds.

STANDARD FEATURES

- 2.4 ft² Evaporator Surface Area
- Immersion Probe Cold Trap
- 6 to 12KW Oil Heater
- Multiple Chiller Configurations Available
- 16 Channel Thermocouple Card on Each Unit
- Fully Jacketed Process Piping, Pumps, and Valves

*Power based on average configuration - may vary

LONG PATH MODULES



STAND ALONE

- Touch Screen
- Feed Vessel
- Scroll Vacuum Pump
- Preheater

Power*:
100A @ 208V 3P
50A @ 480V 3P

Dimensions (inches)
72W x 36D x 95.5H

ADD ON

- Scroll Vacuum Pump
- Add On Plumbing Kit

Power*:
50A @ 208V 3P
25A @ 480V 3P

Dimensions (inches)
36W x 36D x 95.5H



External Condenser Surface Area: 3 ft²

SHORT PATH MODULES



STAND ALONE

- Touch Screen (not pictured)
- Feed Vessel
- Rotary Vane Vacuum Pump
- Preheater

Power*:
100A @ 208V 3P
50A @ 480V 3P

Dimensions (inches)
72W x 36D x 95.5H

ADD ON

- Rotary Vane Vacuum Pump
- Add On Plumbing Kit

Power*:
50A @ 208V 3P
25A @ 480V 3P

Dimensions (inches)
36W x 36D x 95.5H



Internal Condenser Surface: 3.8 ft²

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REV 2.3

TRUEFFICIENCY

The AutoVap recovers over 99% of solvent in one pass.

The devolatization and decarboxylation stage will contaminate the remaining solvent recovered, with terpenes and volatiles, as azeotropes making it very difficult to bring solvent back to purity.

Low solvent recovery efficiency can mean:

- Tens of thousands or more every month in solvent cost
- Additional solvent required on-site every day

This is where many processors are inefficient and the reason many find profits hard to realize during market volatility and price fluctuations.

With an average efficiency 10% or higher than the rest

AutoVap operators find

- Substantially less consumable and overhead costs
- Increased profits for faster business expansion
- Less bottlenecks in decarboxylation and distillation due to less volatiles
- A more simplified, continuous process

How do we do this?

The AutoVap's proprietary design brings your material up to evaporation temperature prior to hitting the evaporation stage, allowing you to maximize utilization of surface area for evaporation in the tube-in-shell heat exchanger.

The software also keeps an eye on ensuring all inputs related to efficiency are within optimal parameters for consistently the best performance.

TRU AUTOMATION

Not all automation is the same

Some operators we speak to with "automated" systems are

- Still logging data manually
- Operating at a low efficiency, because system is not setup to detect this
- Having to perform frequent visual inspection and manual adjustments
- Manually troubleshooting errors
- Spending additional capital to modify equipment in order to integrate with other processes



What Automation means to TruSteel:

A truly automated system allows operators to walk away while knowing the equipment will

- Operate consistently within the specific parameters that set by the operator
- Adjust based on input data from sensors without supervision
- Send/Receive information from all ancillary equipment
- Self-diagnose issues as they arise and notify the operator

Our True Automation has helped our clients

- Eliminate full-time operators
- Increase efficiency of their solvent recovery process
- Scale up without adding more labor
- Integrate easily with processing equipment up and down stream via Allen Bradley system
- Produce a more consistent end product

See the AV30 in action!



Click to play video in browser

TRUSUPPORT

Support from kick-off and beyond

We're not just here to provide equipment, but to help you get to where you're going

- Dedicated Project Manager
- Provided wiring and plumbing diagrams
- Taking the headaches out of pre-installation preparation
- Scheduling on-site installation and training

You'll always have someone to rely on

- Available for prompt support and service
- 1 Year Warranty
- Here to help with your entire process. Speak to our engineering team about developing and or optimizing your process.

We serve clients all over the United States, Canada, Columbia, as well as Europe!



WHY IT MATTERS

Proper planning prevents poor performance **LITERALLY**

- **Installation mistakes/oversights lead to operational delays**
- **Improper installation reduces equipment performance!**
- **Little to no operator/maintenance training can cause huge costs in repairs and reduced equipment performance**



TRUSCALABILITY

Upgrade your equipment with your business

TruSteel will help you upgrade specialized equipment into larger models as your business grows

- 70% Credit within 3 months
- 60% Credit within 12 months
- 50% Credit within 24 months
- 40% Credit after 24 months

Ensure your process stays the same as you scale up your equipment

- Same software means a consistent SOP even as you change equipment
- No required additional training



What's Included:

Performance Guarantee: Turnkey system capable of processing up to 1200 lbs in 20 hours to decarboxylated crude oil by following outlined standard operating procedure from TruSteel.

- **All Documentation**
 - Operating Manuals, Standard Operating Procedures, Cleaning Procedures
 - P&ID Documents, Equipment CAD Drawings
 - Engineer Peer Reviews on Equipment
- **All Ancillary Equipment Required for Turnkey System**
 - Vacuum, Heating and Cooling Equipment for each process
- **Training and Installation Support**
 - Dedicated Project Manager to interface your HVAC and Electrical Contractors
 - On-Site Installation of TruSteel Equipment
 - On-Site Operator Training for up to 4 Days
- **One Year Warranty on TruSteel Products and All Ancillary equipment**
 - Covers parts and labor
 - Extendable warranty on TruSteel products

The Path to Scaling Up Your System:

#1 Increase post-processing capability of 60 lbs/hr to 150 lbs/hr with these upgrades

- **Upgrading** AutoVap30 to AutoVap100 + ~ \$274,377 (Depends on when upgrade happens)
- **Adding** a 2nd Centrifuge and Plumbing Integration Kit + \$102,495
- **Adding** a Solvent Circulation System + ~ \$34,670

#2 Increase post-processing capability from 150 lbs/hr to 225 lbs/hr with these upgrades

- **Adding** a 3rd Centrifuge and Plumbing Integration Kit + \$102,495
- **Adding** an additional 120 US Gal Solvent Storage Vessel + \$15,965

Ai 35 Cu Ft -86C Ultra-Low Upright Freezer UL CSA Certified 220V



7" TOUCH SCREEN CONTROLLER



- 

2019 MRS
SPRING MEETING
April 22-26, 2019
Phoenix, Arizona

2019 MRS Spring Meeting
& Exhibit, 04/22-26 2019,
Phoenix, Arizona, USA
- 

MS&T19
Sept. 29 - Oct. 3 2019
Oregon Convention Center
Portland, Oregon, USA

Materials Science &
Technology Sep 29 - Oct
3, 2019, Oregon
Convention Center
Portland, Oregon USA
- 

USACA
Ceramics 2018
Expo
Date: May 1 - 3,
2018

Ceramics 2018 Expo, 5/1 -
5/3, 2018, Cleveland, OH
- 

Science and Technology
Oct. 21-26 2018
Long Beach
Convention Center,
Long Beach, CA

AVS 65th International
Symposium & Exhibition
2018, 10/21-10/26, Long
Beach, CA.
- 

2018 MRS
FALL MEETING
& EXHIBIT
Boston, Massachusetts
Nov. 25-30

MRS SPRING 2018 - Fall,
11/25-11/30, BOSTON, MA
- 

2017 MRS
FALL MEETING
& EXHIBIT
Boston, Massachusetts

MRS 2017, 11/26-12/1,
Boston MA
- 

2017 MRS
SPRING MEETING & EXHIBIT
April 17-21, 2017 / Phoenix, Arizona

MRS 2017, 4/17-4/21,
Phoenix AZ
- 

2016 MRS
FALL MEETING
& EXHIBIT

MRS 2016, 11/27-12/2,
Boston, MA
- 

2016 MRS
SPRING MEETING
& EXHIBIT
Phoenix, Arizona

MRS 2016, booth# 131, 328-
41, Phoenix, AZ
- 

2015 MRS
FALL MEETING
& EXHIBIT

MRS 2015, booth# 213, 121-
124, Boston, MA

Ai 35 Cu Ft -86C Ultra-Low Upright Freezer UL CSA Certified 220V



MRS 2014, booth# 308, 12/2-12/4, Boston, MA



MRS 2013, booth# 305, 12/1-12/3, Boston, MA



MRS 2012, booth# 802, 11/28-11/30, Boston, MA



MRS 2011, booth# 824, 11/29-12/1, Boston, MA

TMS2013
142nd Annual Meeting & Exhibition
TMS 2013, booth# 500, 3/3-3/7 in San Antonio, TX

TMS2012
141st Annual Meeting & Exhibition
TMS 2012, booth# 113, 3/11-3/15, Orlando, FL

ACS
Chemistry for LifeSM
ACS 2012, booth# 1800, 8/19-8/21, Philadelphia, PA

APS
physics
APS 2012, booth# 537, 2/27-2/29, Boston, MA

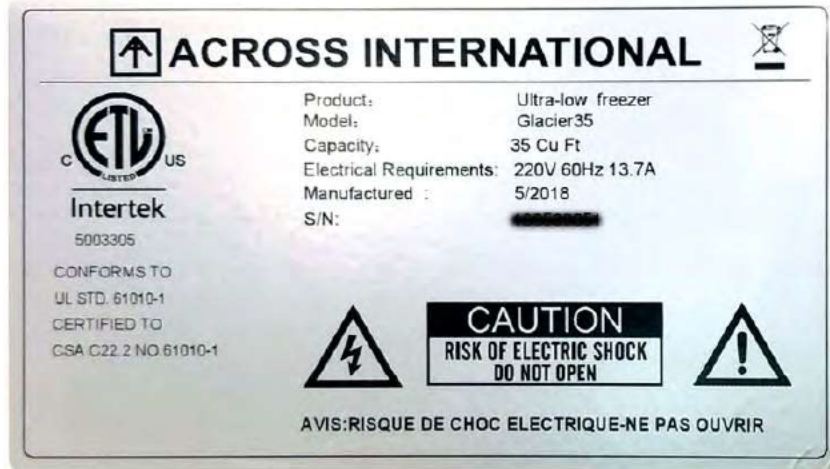
Have a question?



**SPEAK TO A
LIVE PERSON**
888-988-0899



Ai 35 Cu Ft -86C Ultra-Low Upright Freezer UL CSA Certified 220V



intertek
Total Quality Assured.

ETL US
Intertek
5003305

CONFORMS TO
UL STD. 61010-1
CERTIFIED TO
CSA C22.2 NO 61010-1

Product: Ultra-low freezer
Model: Glacier35
Capacity: 35 Cu Ft
Electrical Requirements: 220V 60Hz 13.7A
Manufactured : 5/2018
S/N: [REDACTED]

CAUTION
RISK OF ELECTRIC SHOCK
DO NOT OPEN

AVIS: RISQUE DE CHOC ELECTRIQUE-NE PAS OUVRIR

intertek Total Quality Assured. ETL US entela Certified Intertek

[Back](#) **Product Description**

Title: ELECTRICAL EQUIPMENT FOR MEASUREMENT, CONTROL & LABORATORY USE
Company: ACROSS INTERNATIONAL LLC - Livingston, NJ USA
Product Information: DigIM Magnetic Heating & Stirring Mantle, Model Nos. DigIM2, DigIM05, DigIM5, DigIM10.
Forced Air Oven, Model Nos. StableTemp-05 (FO-19013), StableTemp-09 (FO-19023), StableTemp-19 (FO-19053), StableTemp-38 (FO-19123), StableTemp-70 (FO-19203), StableTemp-15 (FO-19040), StableTemp-25 (FO-19070), StableTemp-48 (FO-19140), StableTemp-80 (FO-19240), StableTemp-145 (FO-19440).
Recirculating Chiller Models, Nos. C15-3-2L, C30-10-5L, C30-17-10L, C30-30-20L, C30-40-50L, C20-7, H100-15
rotary evaporator, model nos. 3E15, 3E20, 3E25, 3E30.
Vacuum Oven, Model Nos. AccuTemp-09 110V, AccuTemp-09 220V, AccuTemp-19 110V, AccuTemp-19 220V, AccuTemp-32 110V, AccuTemp-32 220V, AccuTemp-75 110V, AccuTemp-75 220V AccuTemp-75a 110V, AccuTemp- 75a 220V, AccuTemp-180, E10 110V, E10 220V, E23 110V, E23 220V, E44 110V, E44 220V, E76 110V, E76 220.
R Series Glass Reactor, Model Nos. R10, R20, R50 and R100
Ultra-Low Temperature Freezer, Model Nos. Glacier-18. Ultra-Low Temperature Freezer, Model Nos. Glacier-04. Ultra-Low Temperature Freezer, Model Nos. Glacier-27, Glacier-35.
Evaluated to the following:
A representative sample of the listed devices have been tested, investigated and found to comply with the requirements of the Standard(s) for Electrical Equipment for Measurement, Control & Laboratory Use; Part 1 General Requirements (UL-61010-1) and are identified with the ETL Listed Mark.
A representative sample of the listed devices have been tested, investigated and found to comply with the requirements of the Standard(s) for Electrical Equipment for Measurement, Control & Laboratory Use; Part 1 General Requirements (CAN/CSA-C22.2 No. 61010-1-12) and are identified with the cETL Listed Mark.
[Back](#)

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Ai 35 Cu Ft -86C Ultra-Low Upright Freezer UL CSA Certified 220V

Report Details

Customer: 280983 - Across International LLC
 Project Number: C-1111111111
 Report Number: 1111111111
 Standard: Commercial Refrigerators and Freezers [UL 471:2010 Ed.10+R:12Sep2019] Refrigeration Equipment (R2018) [CSA C22.2#120:2013 Ed.4]
 Client Reference:
 Issue Date: 23-JUL-20
 Revision Date:
 Product Covered: Ultra-Low Temperature Freezer: Glacier-04, Glacier-21C, Glacier-18, Glacier-27, Glacier-35
 Report Type: Safety
 Assigned Groups / Users: DEFAULTGROUP

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Specifications

Model	G35
Electrical requirements	220V 60Hz 1-Phase, 2000 watts 13.7A (NOT compatible with 220V 50Hz power)
Temperature range	-10°C to -86°C
Time to reach -86°C	7.2 hours
Compressor	Make: SECOP Power: 220V 60Hz 1-PHASE Number of compressor: dual, parallel Refrigerant: Ai proprietary mixture gases, CFC-free
Chamber	Dimensions: 40,25 x 27,5 x 54,25" (WxDxH) Material: S5304 stainless steel Capacity: 34,6 Cu Ft
Shelf	Come with unit: three adjustable shelves (4 compartments) Material: 304 stainless steel Capacity: 110 Lbs on three shelves, evenly distributed 450 Lbs on the base of the chamber, evenly distributed Dimensions: 40 x 27 inches Additional price unit price: \$250
Door and gasket	Inner door: two, each with one sealing gasket External door: one with dual sealing gasket, lock-able
Access port	Two, one on the side and one in the back, one inch diameter
Built-in swivel casters	Four, with positioners
Noise level	48 DBA
Unit/shipping dimensions	53 x 41,5 x 78" / 60 x 55 x 95" (WxDxH)
Unit/shipping weight	950 Lbs / 1100 Lbs
Safety	Compressor over-temp protection Compressor power surge delay protection Short circuit and ground protection Over-current protection Over-temperature and low-temperature protection Power failure protection Low battery, door open, filter clogging, system failure alarms External door with lock
Compliance	UL STD 61010-1 (standard) CSA C22.2 NO. 61010-1 (standard) UL STD 471 (optional)
Warranty	One year

G35 Standard Package

Part description	Quantity	Part image
Ai G35 -86°C ultra-low upright freezer	1 pc	

Ai 35 Cu Ft -86C Ultra-Low Upright Freezer UL CSA Certified 220V

		
Shelf	3 pcs	
Ice scraper	1 pc	
Additional access port inside cap	2 pcs	
Wrench	1 pc	
Door key	2 pcs	
USB drive with data reading program	1 pc	
User's manual	1 pc	

Reviews (0) [Write a Review](#)

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Across International LLC
111 Dorset Ave
Livingston, NJ 07039-1002
United States

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KISS 202C

Heating Circulator with a powerful pressure pump made of industrial plastic material. Moistened parts in stainless steel or high-resistant plastics. Cooling coil for (tap) water (3/8"). With adjustable overtemperature protection according to DIN 12876.

NEW: KISS controller:

KISS combines state-of-the-art technology with simple operation and stylish design. Models with KISS controller are suitable for routine tasks in research and industry and are convincing as practice oriented basic equipment:

- * Large, bright OLED display
- * Simple operation with menu navigation
- * Simultaneous display of set point, internal temperature, T_{min} and T_{max}
- * Status displays for pump, cooling and heating
- * USB (Device) and RS232 interfaces
- * Overtemperature protection, Safety class 3 (FL)
- * Autostart function for power failure
- * 3 colour versions available: grey (standard), blue, red

Option: Pt100 sensor connection #10688 to display (not control) e.g. of the process temperature (only available factory fitted, additional charge).

3-2-2 warranty - registration required.

Technical data according to DIN 12876

Operating temperature range	45...200 °C
with water cooling	20...200 °C
with refrigerator	-30...200 °C
Temperature stability at 70°C	0,05 K
temperature set point / display	digital
Internal temperature sensor	Pt100
Alarm message	optic, acoustic
Safety classification	Class III / FL
Heating power	2 kW
Pressure / Suction pump	
max. delivery	14 l/min
max. delivery pressure	0,25 bar
max. delivery (suction)	10,5 l/min
max. delivery pressure (suction)	0,17 bar
Pump connection	M16x1 male
Bath volume	2 l
Bath opening diameter	25 mm
Bath depth	150 mm
Height of bath opening	190 mm
Overall dimensions WxDxH **	178x260x355 mm
Net weight	8 kg
Power supply requirement	230V 1~ 50/60Hz
max. current	10 A
min. Fuse	10A
max. Fuse	16A
Degree of Protection	IP20
min. ambient temperature	5 °C
max. ambient temperature	40 °C



Order-No.: 2039.0012,98

from Serial-No.: 249557 1,0/17

Technical details and dimensions are subject to change. No liability is accepted for errors or omissions. Illustrations can deviate from the original.

Included Accessories:

hose connector NW12 #6087, blank plug #6088, sleeve nuts thread #6089, cover for bath bridge, cooling coil, pump adaptor

Optional accessories:

drain valve #6839, hose connector NW8, nozzle, temperature control / - connection hoses, thermofluids, further accessories, etc.: see catalog.

Technical data according to DIN 12876

Output data valid for: Room temperature 20° C

In accordance with EN60034-1 the following voltage and frequency tolerances are valid:
Voltage + /- 10%, as long as the frequency tolerance does not run in the opposite direction.
Example: -10% voltage and + 3% frequency -> not allowed !
 -10% voltage and -3% frequency -> allowed.

Information to Electromagnetic compatibility:
Classification (disturbance) to EN55011: Class A, Group 1

Special Case: Acetone and Polyglycol: The plastic pump is not resistant against acetone and polyglycols (depending on the manufacturer).
It is recommended that water is mixed with either glysantine or ethylene glycol for freeze protection. A more resistant plastic is available
on request at an additional cost.

Standard delivery conditions - Power cable configuration:

1. Single-phase devices (230V/115V) -> with cable and plug
2. Three-phase devices with current consumption less than 63A -> with cable, without plug
3. Three-phase devices with current consumption greater than 63A -> without cable, without plug

** Please respect space requirements. See operating conditions at www.huber-online.com



PERFORMANCE

Model TAEvo M	10
Refrigerant	R404a
Inlet Coolant Temperature	35 F
Outlet Coolant Temperature	25 F
Coolant Type	50% Glycol
Design Ambient Temperature	95 F
Cooling Capacity	7,000 Btu/h
Total Absorbed Power	1.6 kW
Coolant Flow Rate	1.6 gpm
Coolant Pressure Available	50 psig

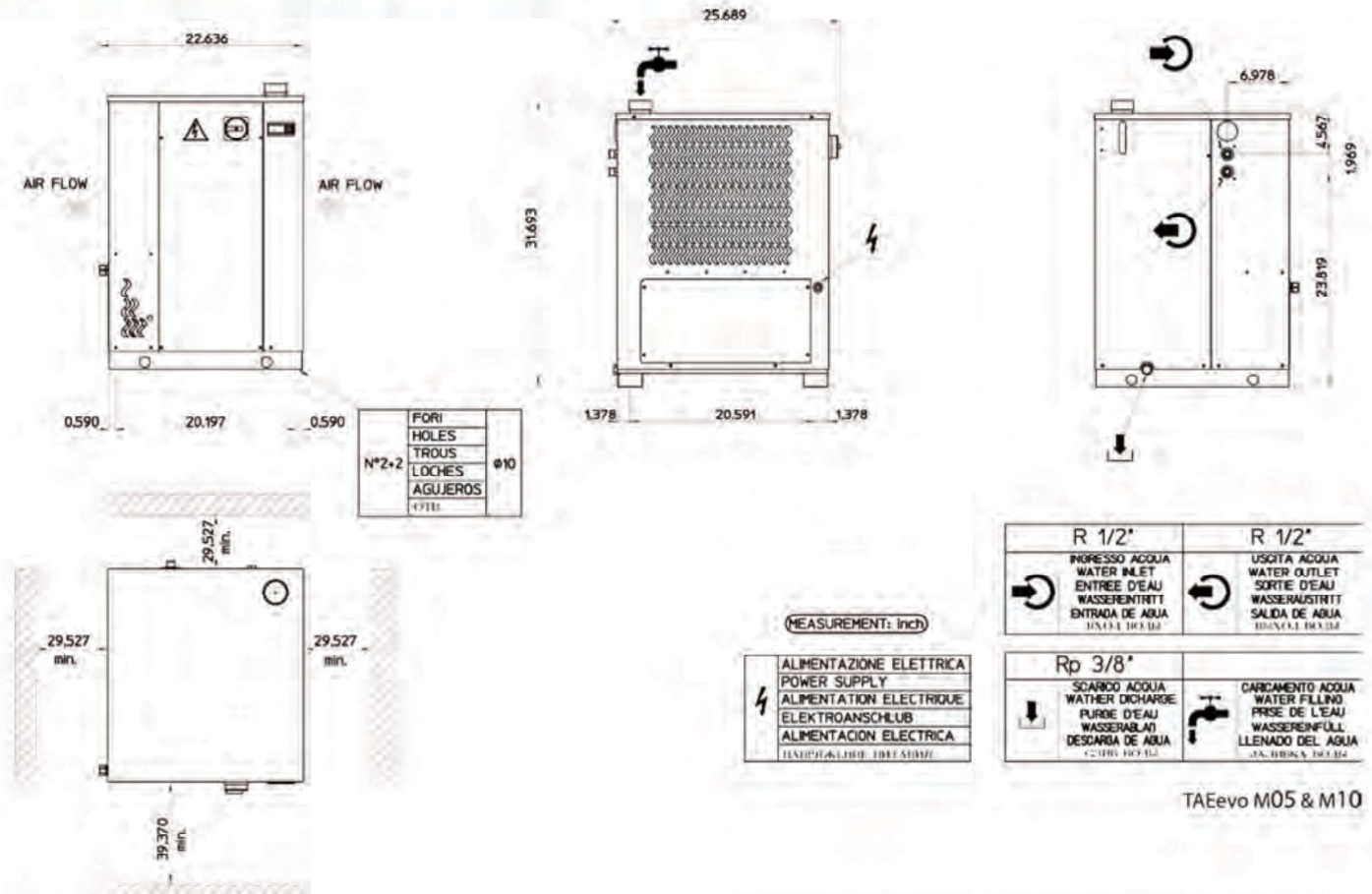
ELECTRICAL DATA

Model TAEvo M - INLINE	10
FLI	3 kW
FLA	15 A

FLI = max power absorbed in the operating limit conditions
 FLA = max current absorbed in the operating limit conditions

GENERAL DATA

Model TAEvo M	10
Cooling Circuits	1
Compressors	1 - piston
Capacity Control	0-100%
Main Power	230/1/60
Auxiliary Power	230/1/60
Fans	1 - Axial
Power (each)	0.12 kW
Available fan static pressure	0 "wc
Length	26 in
Width	23 in
Height	32 in
Weight	150 lb





CENTRIFUGE UTILITY PLATFORM | CUP-30



SYSTEM SPECS

Material Per Batch	25lbs - 30lbs (11.3kg - 13.6kg)
Average Run Time	20 minutes
Alcohol Usage Per Run	25 - 30 gallons (94.6 liters - 113.6 liters)
Electrical	208-240V - 30 FLA, three-phase
Variable Frequency Drive	0 - 1500 RPM
CUP System Dimensions	50" L x 27.5" W x 46.5" H (127cm x 70cm x 46.5cm)
Master Panel Dimensions	24" L x 32" W x 54" H (61cm x 81cm x 137cm)



(707) 222-6066

sales@deltaseparations.com





PROCESS COOLING SOLUTIONS

TAE_{Evo} in TECH MINI

Portable Air-Cooled Industrial Chillers

Cooling capacity 0.3 - 1.2 Tons

- EFFICIENT, EVAPORATOR-IN-TANK DESIGN
- RUGGED, INDUSTRIAL CONSTRUCTION
- LOW COOLANT TEMPERATURE CAPABILITY
- NON-FERROUS COOLANT CIRCUIT
- ADVANCED ELECTRONIC CONTROLS



A new generation of portable industrial chillers.

"Craft-scale" manufacturing is on the rise and smaller industrial processors have the same need for intelligent & reliable cooling solutions as their larger cousins.

Developed as a logical extension of MTA's flagship TAEevo range, the TAEevo Tech MINI is a small chiller with big-chiller features. The completely packaged design, with its finned-coil evaporator located in the coolant storage tank and advanced electronic controls, combine high efficiency and reliability with compact dimensions. Perfect for cooling smaller industrial processes.



The images of the products in the document are for illustrative purposes only and therefore do not have any contractual value.

Maximum Performance & Applicability

The design of the MINI has been engineered to ensure class-leading performance and reliability. The innovative finned-coil evaporator maximizes heat transfer surface while reducing coolant pressure drop and the effects of fouling. The non-ferrous hydraulic circuit is compatible with a wide range of process coolants including deionized water and glycol mixtures.

Installation Flexibility

True to its name, compact dimensions allow the MINI to be installed in a variety of locations – even below a workbench. And the robust cabinet structure, with eyebolts, allows lifting from either the top or the bottom. Options for casters and external valves provide portability. And the dual frequency design of model M03 allows global operation at either 50 or 60 Hz.

Easy Maintenance & Service

The MINI's arrangement of components was designed with maintenance and service in mind. The cleanable condenser filter is accessed from the outside of the chiller without tools. Condenser air flow is arranged so that troubleshooting of the refrigerant circuit can be performed while the chiller is running. And a simple red/green status light (models M08 & M10) keeps the operator up to date, while alarm codes from the controller display provide more detailed information.

Wide Operating Range

Absorbing coolant inlet temperatures up to 95 °F (35 °C) and providing coolant outlet temperature as low as 23 °F (-5 °C) allows the TAEvo-Tech MINI to meet the widest range of applications. And with an ambient air temperature limit of 113 °F (45 °C), the MINI performs well even in extreme environments.

Standard features

- Eco-friendly refrigerants (R134a or R410a)
- Large coolant storage tank with evaporator
- Tank drain, fill & overflow connections
- Non-ferrous coolant circuit
- Coolant level indicator
- Cleanable metal condenser air filter;
- Digital microprocessor-based control;
- Large red/green status light;
- Remote start/stop input and alarm output contacts

Options

- Casters
- Higher pressure pump (72 psi)
- Tank level switch
- Close temperature control (+/-1°F)
- Dynamic setpoint (follows ambient temperature)
- Stainless steel wash-down casing (IP54)
- Coolant pressure by-pass kit
- Coolant isolation kit



TAEvo Tech MINI		03	05	08	10
Cooling capacity (1)	Tons	0,39	0,67	0,83	1,23
Total absorbed power (1)	kW	0,66	0,81	1,06	1,40
Compressor	HP	0,33	0,50	0,80	1,00
Refrigerant	-	R134a		R410A	
Evaporator	Type	Finned coil - copper tubes-aluminium fins			
Power supply	V/Ph/Hz	230/1/60 - 115/1/60			
Pump	Type (2)	P	P	P	P
	GPM	1.03	1.79	2.20	3.28
	PSI	52	52	52	52
	Construction (3)	B	B/R	B/R	B/R
Connections sizes	NPT	1/2"	1/2"	1/2"	1/2"
Tank	Volume (gallons)	4	4	6	6
	Construction (4)	POL	POL	POL	POL
Dimensions (inches)	Width	19	19	19	19
	Depth	26	26	26	26
	Height	25	25	34	34
Shipping weights	lbs	170	172	212	220

All data refers to standard units at the following nominal conditions:

- (1) Evaporator water inlet/outlet temperature 55°/45 °F, external air temperature 95 °F
- (2) Peripheral – positive displacement
- (3) B=brass, B/R = brass/Ryton polymer
- (4) POL = polyethylene

Mod. 08-10 are UL 508A, Mod. 03-05 can be delivered UL 508A on request: please contact our Sales Dept.



MTA is ISO9001 certified, a sign of its commitment to complete customer satisfaction.



cETLus Certification

MTA USA, LLC
 25 John Glenn Drive, Suite 104
 Amherst, New York 14228 USA
 Tel +1 716 693 8651
 Fax +1 716 693 8654
 info@mta-usa.com
 www.mta-usa.com



5050F/AE/M61CA 10-17

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 23 – Receiving and Shipping Plan

Verification

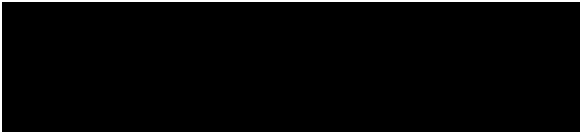
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual



Signature of Verifying Individual

12-29-2022

Verification Date

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 24 – Secure Transport Vehicles

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

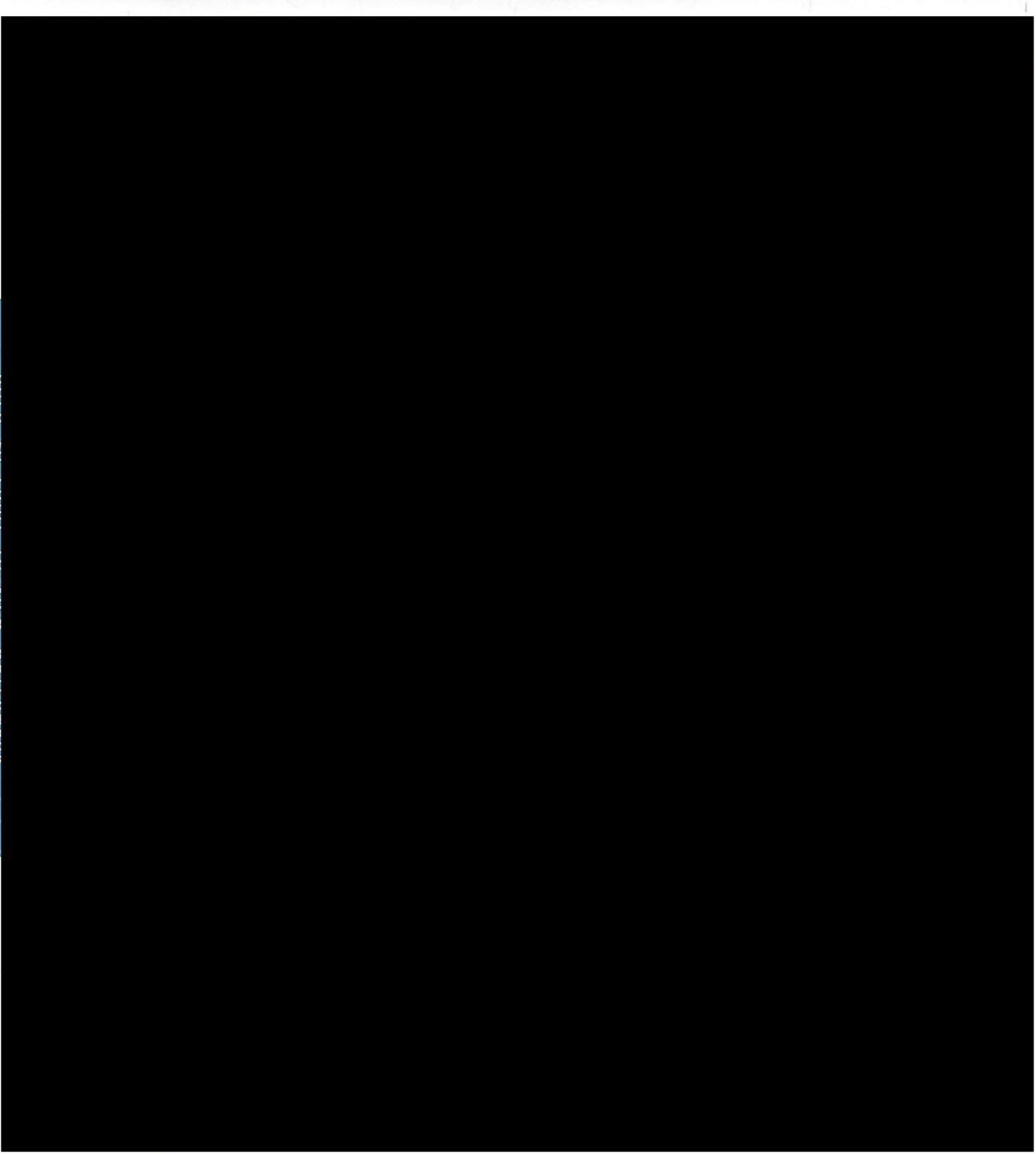
Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date





AUBREY R BRADLEY

GADSDEN, AL 35901

Policy Number [REDACTED]

Underwritten by:
Progressive Direct Insurance Co
December 29, 2022
Policy Period: Dec 1, 2022 - Jun 1, 2023
Page 1 of 2

progressive.com

Online Service
Make payments, check billing activity, update policy information or check status of a claim.

1-800-776-4737

For customer service and claims service,
24 hours a day, 7 days a week.

Auto Insurance Coverage Summary

This is a copy of your Declarations Page

Your coverage began on December 1, 2022 at the later of 12:01 a.m. or the effective time shown on your application. This policy period ends on June 1, 2023 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy contract is form 9611D AL (08/15). The contract is modified by forms 4884 (10/08), Z357 (01/07), A206 AL (09/15), A229 AL (02/17) and A264 (10/18).

Drivers and household residents

Aubrey R Bradley
Additional information: Named insured

Outline of coverage

	Limits	Deductible	Premium
Liability To Others			[REDACTED]
Bodily Injury Liability	[REDACTED]		
Property Damage Liability	[REDACTED]		
Uninsured/Underinsured Motorist	[REDACTED]		[REDACTED]
Total 6 month policy premium			[REDACTED]

Premium discounts

Policy	
[REDACTED]	Five-Year Accident Free, Online Signature - First Policy Period Only, Electronic Funds Transfer (EFT), Home Owner, Online Quote, Continuous Insurance: Platinum, Paperless and Three-Year Safe Driving

Company officers

A handwritten signature in black ink, appearing to read 'Aubrey R Bradley', with a stylized flourish at the end.

Secretary

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 25 – Compliance with Alabama Public Service Commission 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

The applicant will be in compliance with the Alabama Public Service Commission requirements for motor carriers. Applicant's compliance will be reviewed quarterly.

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 26 – Commercial Driver’s License

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

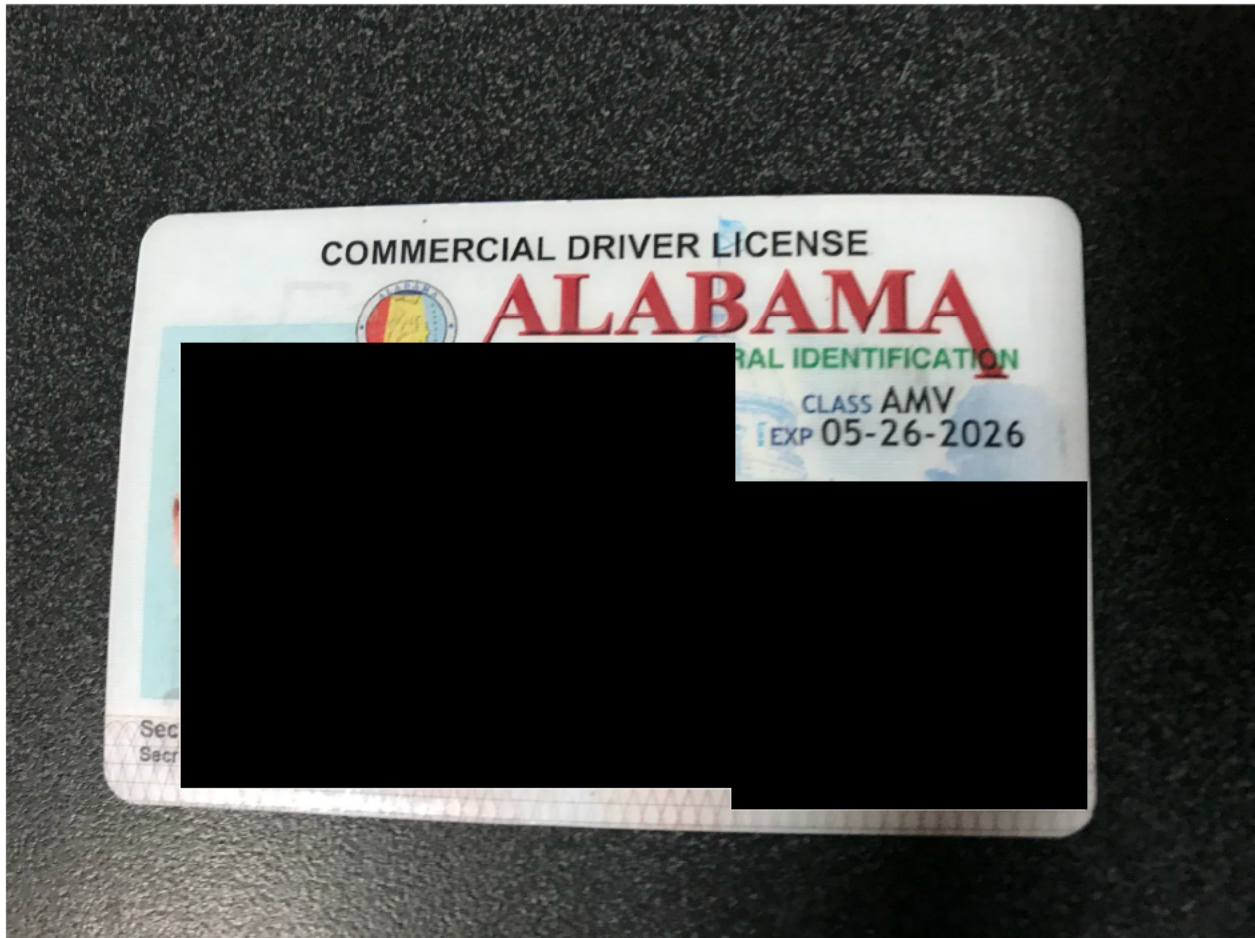
Verification Date

████████████████████
License Number: ██████████

Class AMV

EXP: 05-26-2026

The Applicant verifies that all vehicles and drivers have the requisite training and maintain compliance with all federal, state and local laws applicable to them at all times while employed as a driver.





Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 27 – Fleet Summary

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

VIN: [REDACTED]

License Plate: [REDACTED]
[REDACTED]

Secured Locking transport carrier in rear of truck bed controlling access to medical cannabis. Transport vehicle will have audio/ video live feed recorded data to ensure safety and compliance.

VIN: [REDACTED]

License Plate: [REDACTED]
[REDACTED]

Secured Locking transport carrier in rear of SUV separated with internal cage controlling access to medical cannabis. Transport vehicle will have audio/ video live feed recorded data to ensure safety and compliance.

VIN: [REDACTED]

License Plate: [REDACTED]
[REDACTED]

Secured Locking transport carrier in rear of truck bed controlling access to medical cannabis. Transport vehicle will have audio/ video live feed recorded data to ensure safety and compliance.

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 28 – Care and Maintenance of Vehicles

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

Monthly Check-up

- **Fog lights, turn signals, brake, and parking lights –**
- **Oil and coolant levels**
- **Tire pressure and tread depth**
- **Windshield wiper fluid**

3-Month Check-up

- **Oil and filters**
- **Battery and cables**
- **Belts and hoses**
- **Power steering fluid**
- **Wiper blades**

6-Month Check-up

- **Rotate tires**
- **Exhaust system**
- **Battery performance check**

1-Year Check-up

- **Air filters**
- **Brakes**
- **Inspect shocks and struts**
- **Coolant/antifreeze**

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 29 – Route Plans

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date



Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 30– Plan for Segregation of Processes

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

12-29-2022

Verification Date

The Applicant will employ the use of Biotrack Seed-to-sale software to segregate all aspects of production, including cultivation of cannabis, the processing of medical cannabis, the dispensing of medical cannabis, and the secure transport of cannabis and medical cannabis to and from its facilities.

Regular Cannabis flowers will be grown in the Cultivation Department. When Harvested it will be inventoried as Bulk Flower. Bulk Flower will then be transferred to the Manufacturing/Production Department, as needed, through the Biotrack Inventory Control System (ICS).

After Cultivation, and production, samples will be transferred to the Secure Transportation Department to be tested at a State Certified Lab. All samples will be transferred through the ICS and removed from the Applicants inventory to the Labs.

After production all medical marijuana products that are moved to the Dispensary for sales will be transferred through the Secure Transport Department. Once accepted as a valid transfer at the Dispensing site the product will be transferred into the Dispensaries Inventory through the ICS.

Security

All Departments of the Cultivation/Production facility will be accessible only to authorized personnel by use of keycards and/or biometrics. All Employees will only have access to their respective areas(Cultivation/Production/Transport).

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 31 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

31.1 - The facility name and type

Kush Station - Dispensary

31.2 - The physical address and GPS coordinates of the facility.

Cultivation, Processing, and Transport-

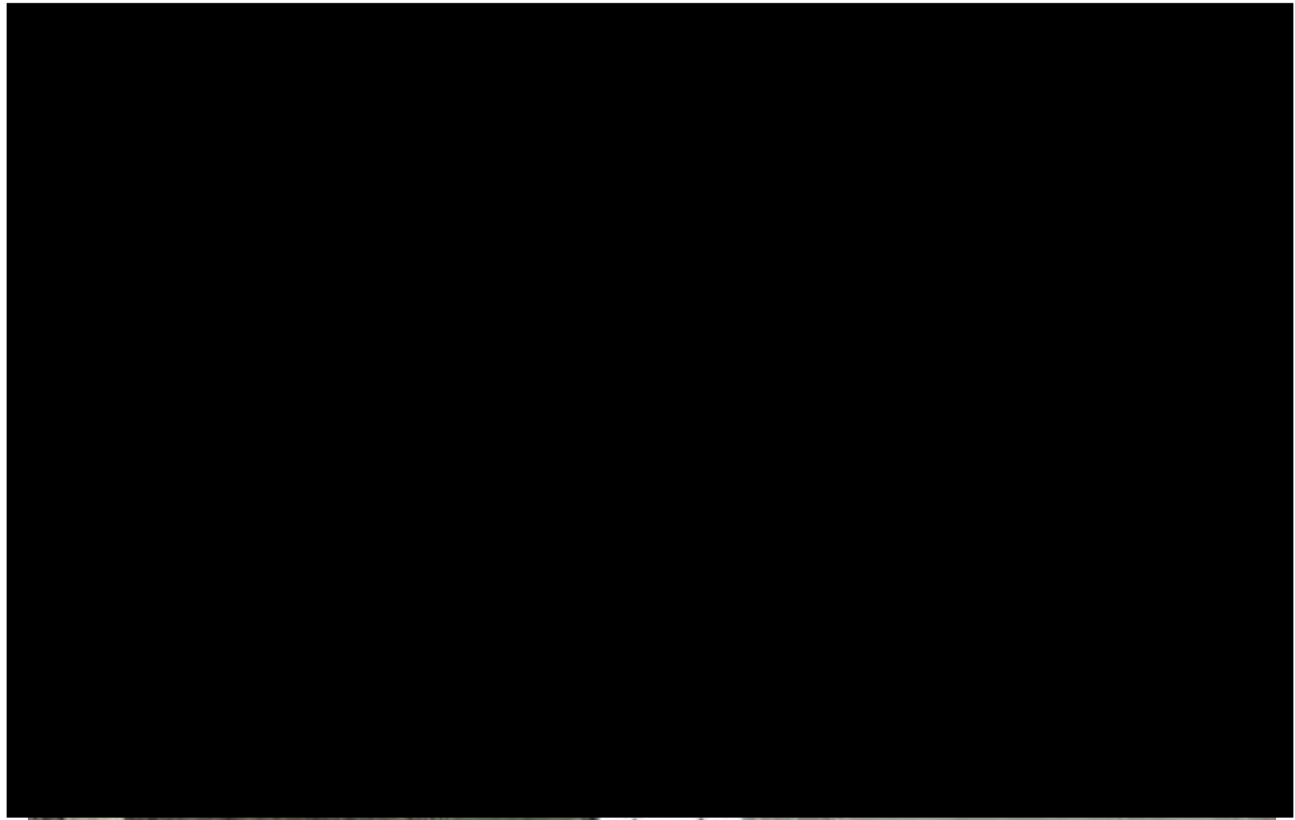
physical address- [REDACTED]
[REDACTED]

Dispensary-

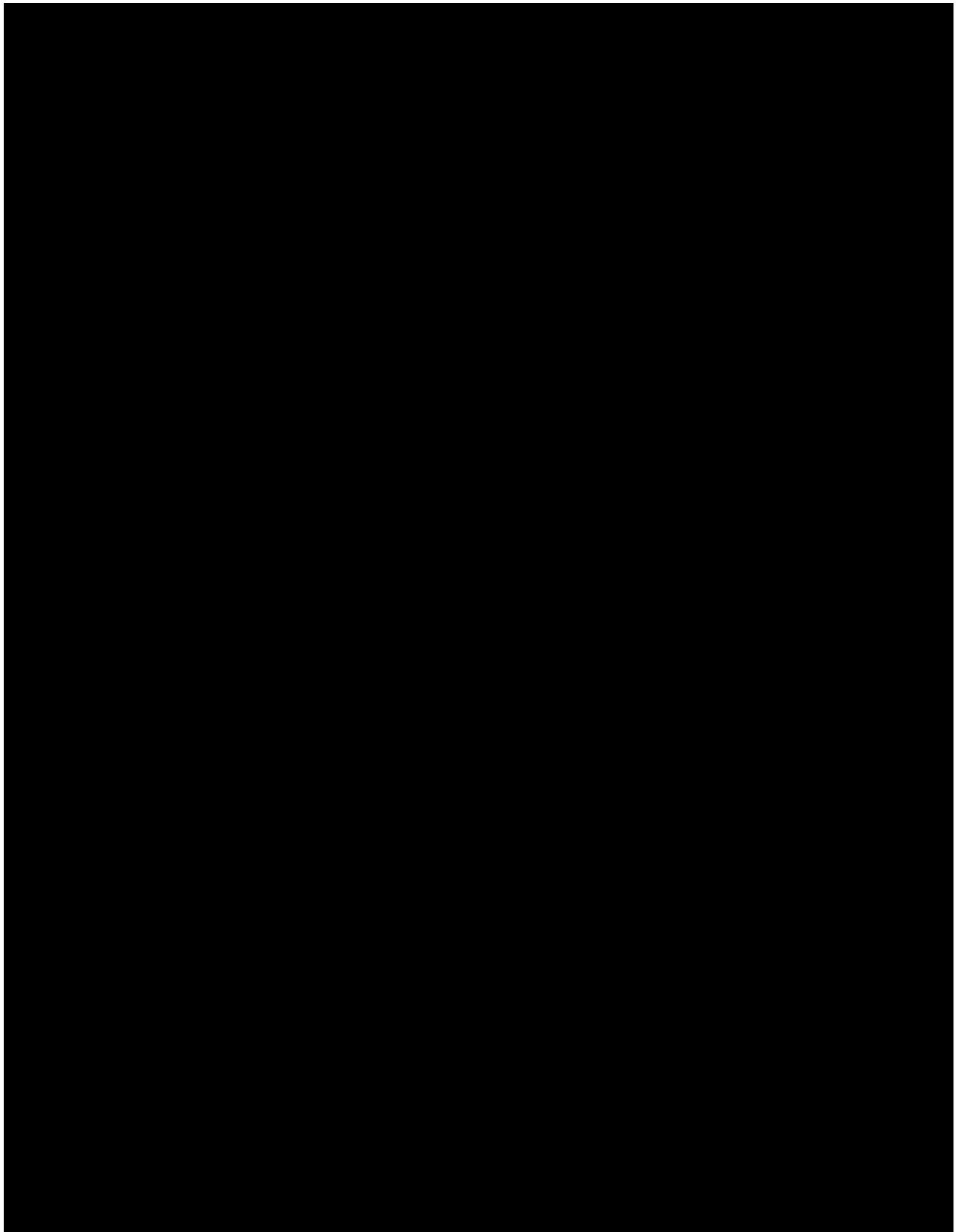
Physical address- [REDACTED]
[REDACTED]

31.3 - An aerial photograph of the facility, including clearly identified site boundaries.

Attachment A - Aerial view of [REDACTED]



Attachment B -Aerial view of [redacted]



31.4 – Proof of authorization for the Applicant to occupy the property where the facility is proposed to be located.

Attachment C - [REDACTED] Authorization



City of GADSDEN

P. O. Box 267
Gadsden, Alabama 35902
Phone: (256) 549-4520
FAX: (256) 549-4851

Heath Williamson
Director of Engineering

Nick Hall
Director of Planning

March 2, 2023

Artemis Agricultural Industries

Re: Zoning Verification Letter
[REDACTED]
Gadsden, AL 35903
Medical Cannabis Cultivator

To Whom it May Concern:

The subject property located at [REDACTED], Gadsden, AL, 35903, is located within the corporate limits of the City of Gadsden and has a zoning designation of I-1, Light Industry District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Cultivator as a "use by right" in an I-1, Light Industry District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Cultivator, as proposed to be located at [REDACTED] Gadsden, AL, 35903, being a "use by right" in an I-1, Light Industry District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Medical Cannabis Cultivator license from the Alabama Medical Cannabis Commission.

This information was researched on March 2, 2023, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody
Zoning Administrator
City of Gadsden Planning Department

City of Champions

Attachment C - [REDACTED] Authorization

Attachment D- [REDACTED] **Letter attached pg 8**



City of
GADSDEN

P. O. Box 267
Gadsden, Alabama 35902
Phone: (256) 549-4520
FAX: (256) 549-4851

Heath Williamson
Director of Engineering

Nick Hall
Director of Planning

December 29, 2022

Artemis Agricultural Industries, Inc.

Re: [REDACTED]
Gadsden, AL 35904
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at [REDACTED] Gadsden, AL, 35904, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-4, Design Review District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a "use by right" in a B-4, Design Review District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at [REDACTED] Gadsden, AL, 35904, being a "use by right" in a B-4, Design Review District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

The subject property is in compliance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 8, Regulation of Dispensaries, Section 538-x-8-.04, Requirements and Limitations as to Dispensing Sites.

This information was researched on December 29, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody
Zoning Administrator
City of Gadsden Planning Department

City of Champions

31.5 – Proof of local zoning and other approvals necessary to operate the business in the local jurisdiction where the business is located, including but not limited to the local jurisdiction’s ordinance or resolution approving the operation of medical cannabis facilities there.

Attachment E- Local Marijuana Business Approval letter attached 10

2022/371

ORDINANCE NO. O-37-22

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS
DISPENSARY WITHIN THE CORPORATE LIMITS OF
THE CITY OF GADSDEN, ALABAMA**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the "Act"); and

WHEREAS, the Act provides for the medical use of marijuana for patients with qualifying medical conditions and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See §20-2A-50 - §20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Gadsden; and

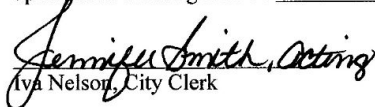
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Gadsden, thus increasing revenue;

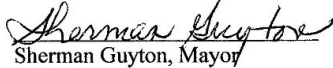
Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The Gadsden City Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processors, secure transporters, or integrated facilities licenses within the corporate limits of the City of Gadsden.
2. The City Clerk or designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission.
3. This Ordinance shall become effective upon its passage and publication as required by law.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this Ordinance at an open public meeting held on October 11, 2022.


Iva Nelson, City Clerk

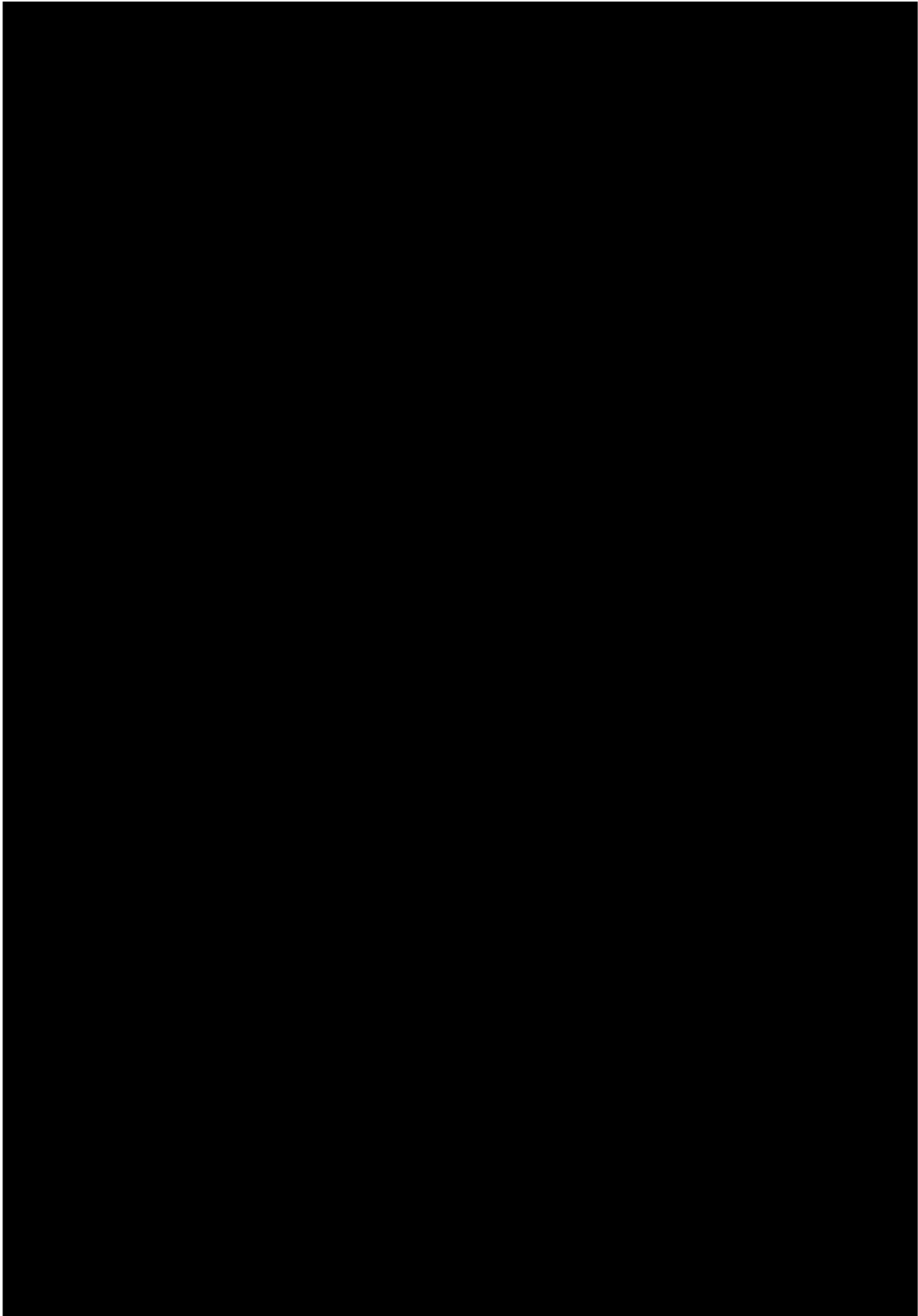
APPROVED on October 11, 2022


Sherman Guyton, Mayor

Attachment E

31.6 – A professionally rendered blueprint (or, if not available, a professionally rendered floorplan or schematic) of the facility, showing clearly drawn and labeled interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the Commission during future inspections.

Attachment F- Floor Plan attached pg 12



Attachment F - Floor Plan

31.7 A timetable for completion and commencement of operations as to the facility.

- July 10, 2023 license is issued
- [REDACTED]
- [REDACTED]
- [REDACTED]

31.8 The facility will be open to the public to service all physician qualifying patients. The operating hours will be Monday through Saturday 9am - 5pm daily.

31.9 The employees will occupy the retail store from 8am - 6pm Monday through Saturday. After hours the facility is remotely monitored by a 3rd party security company with direct contact to ownership and management in the event of an emergency.

Point of Contact List

- | | | |
|-------------------|------------|-----|
| 1. Aubrey Bradley | [REDACTED] | CTO |
| 2. Matt Rettig | [REDACTED] | CEO |
| 3. Paul Short | [REDACTED] | COO |

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 32 – Engineering Plans and Specifications

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

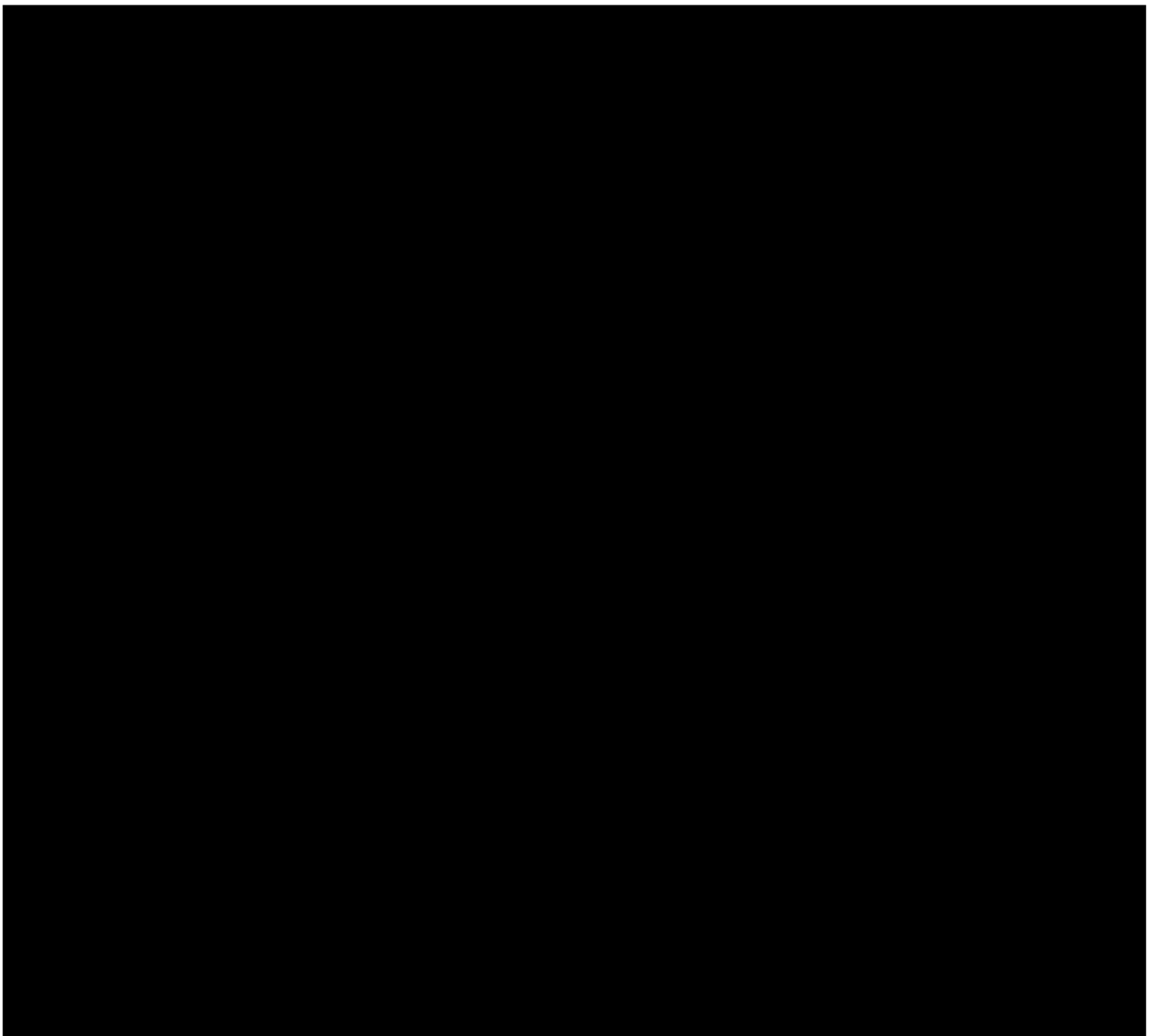
Title of Verifying Individual

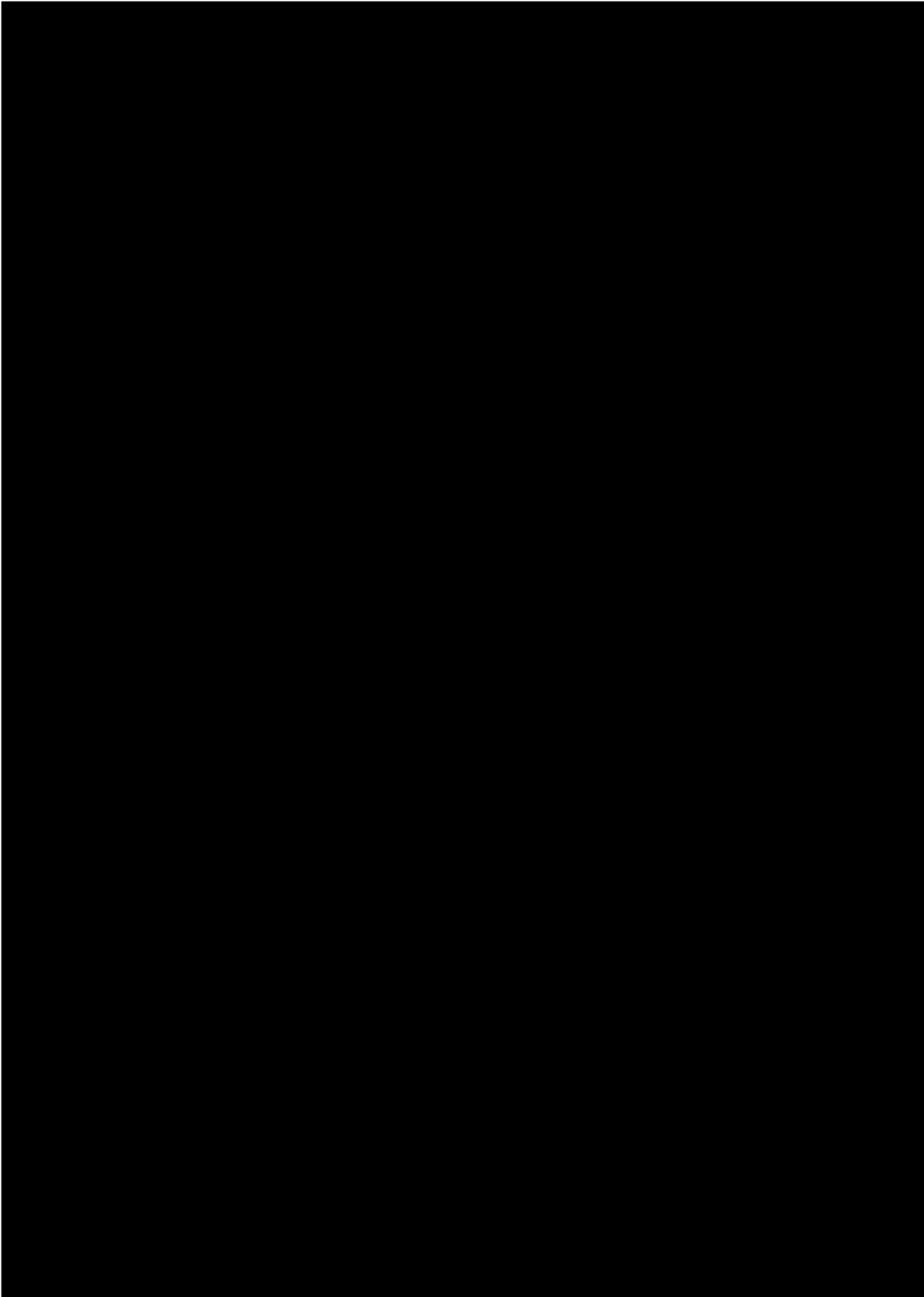
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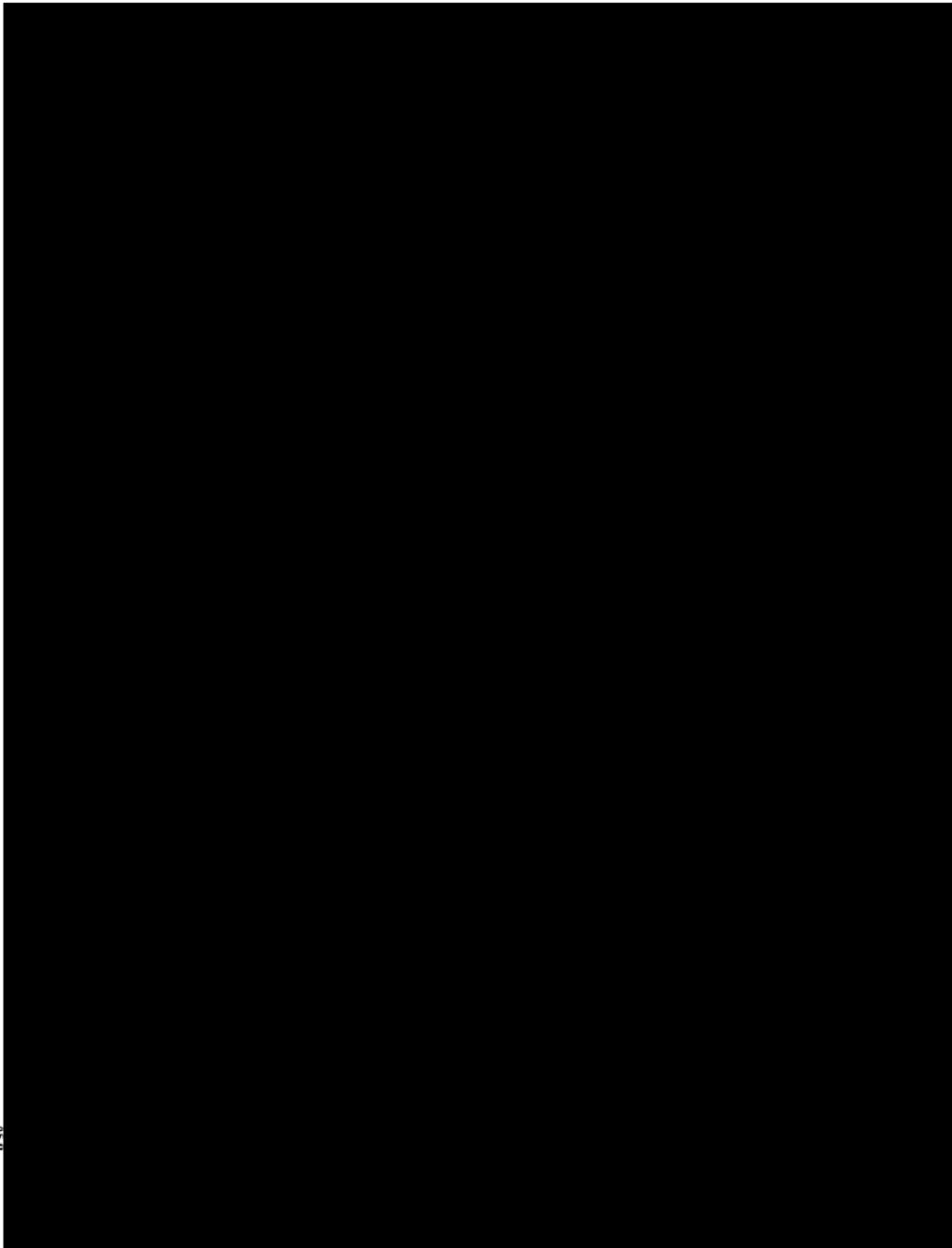
Signature of Verifying Individual

Verification Date

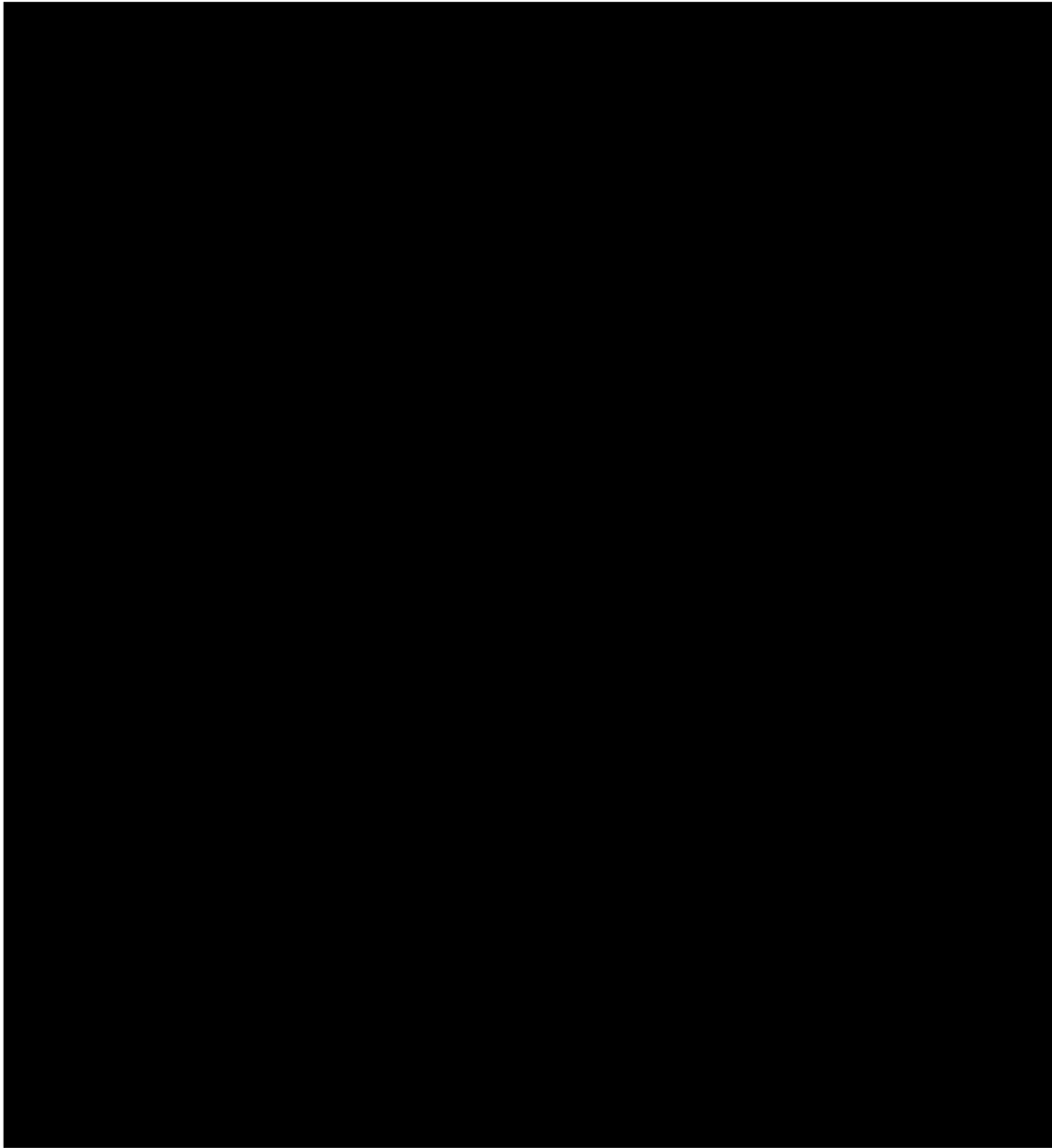
Attachments Pages 2-11 Engineered Drawings

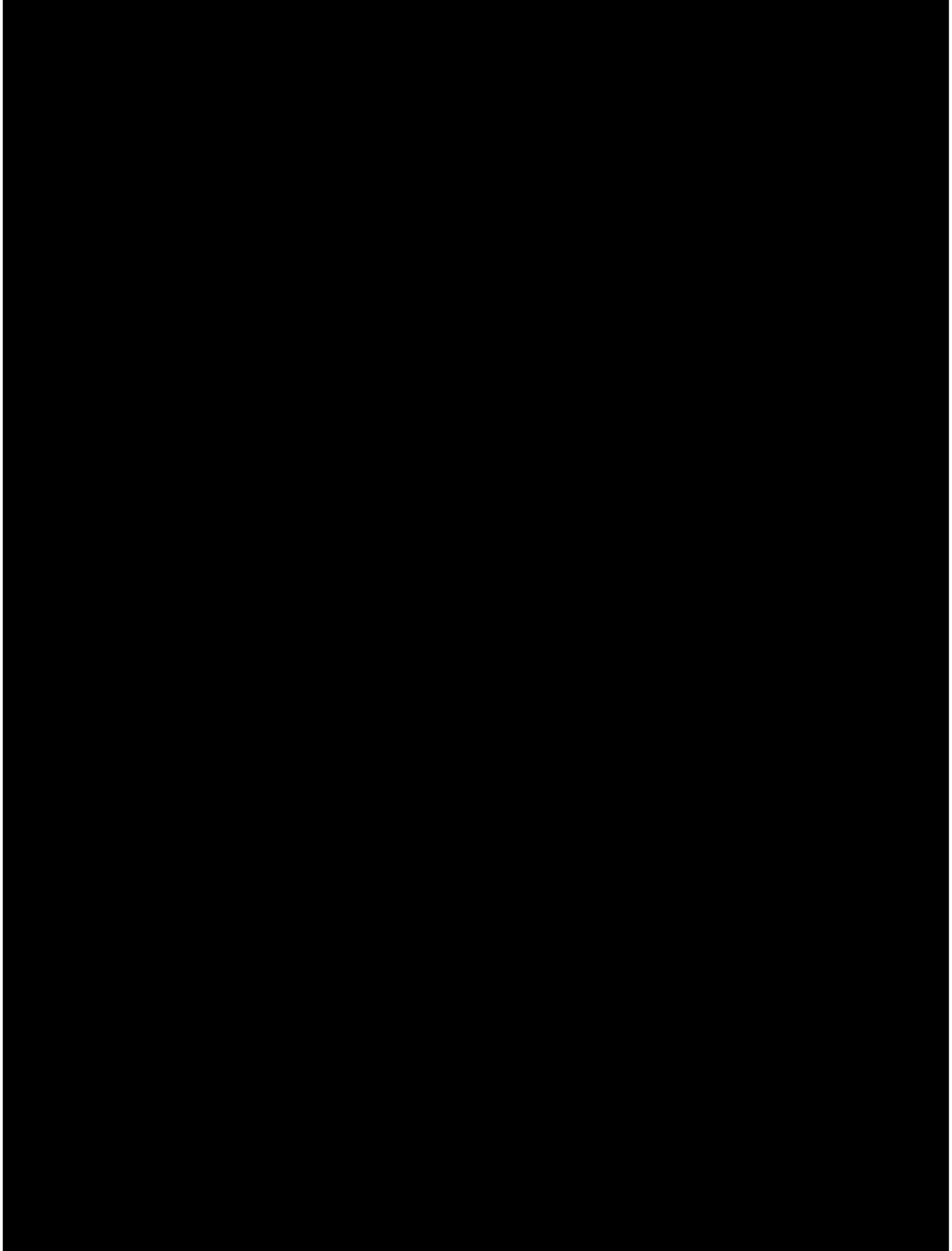


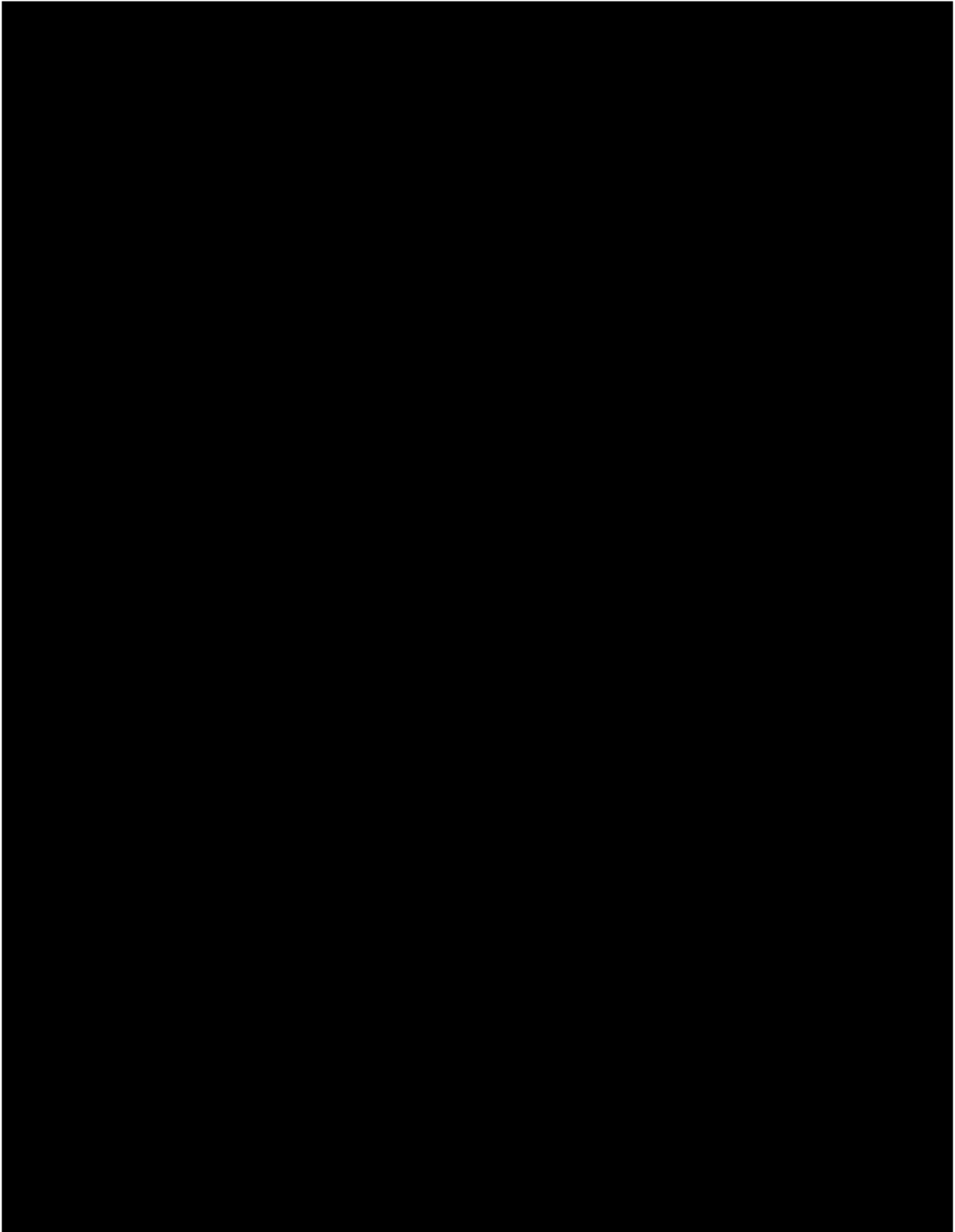


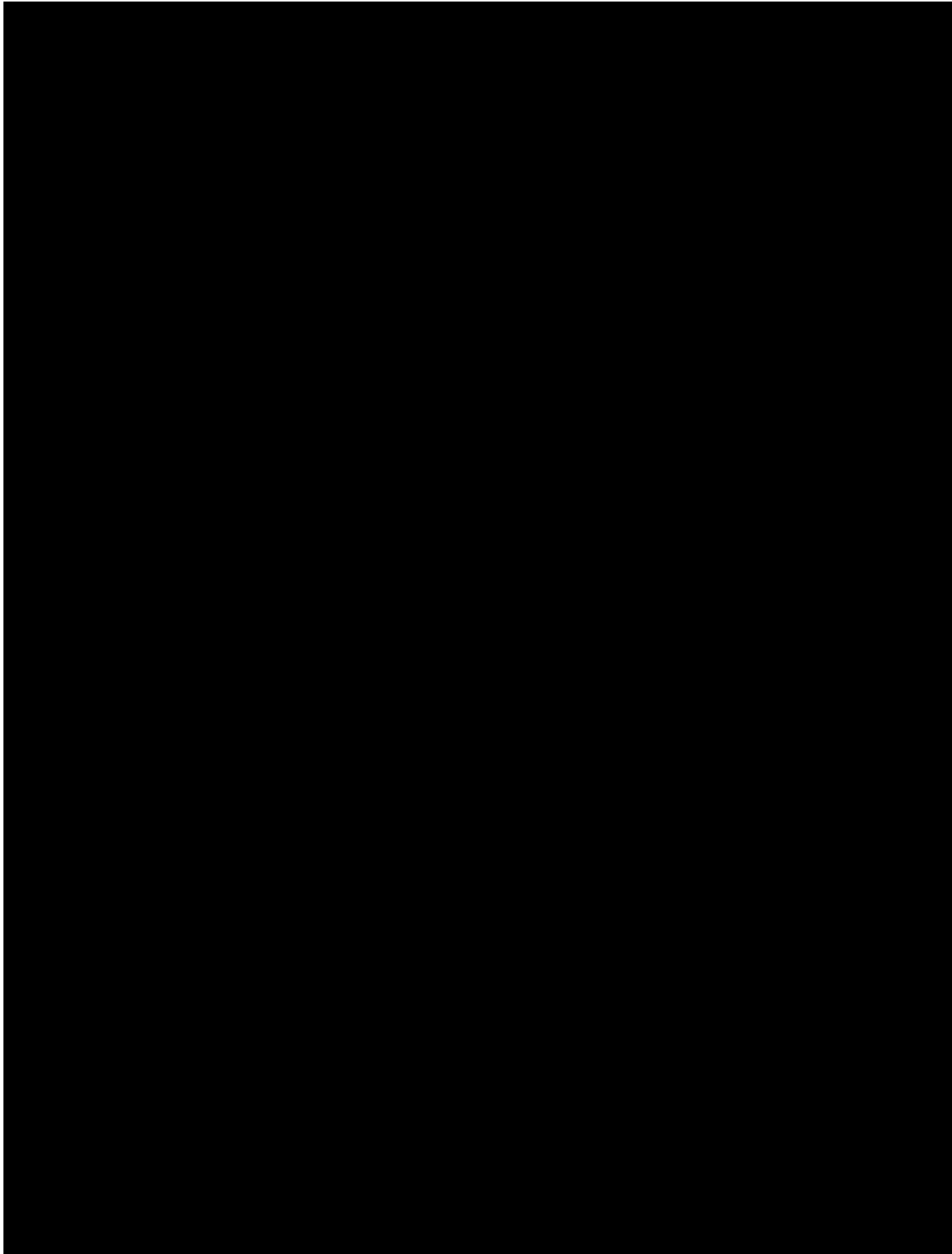


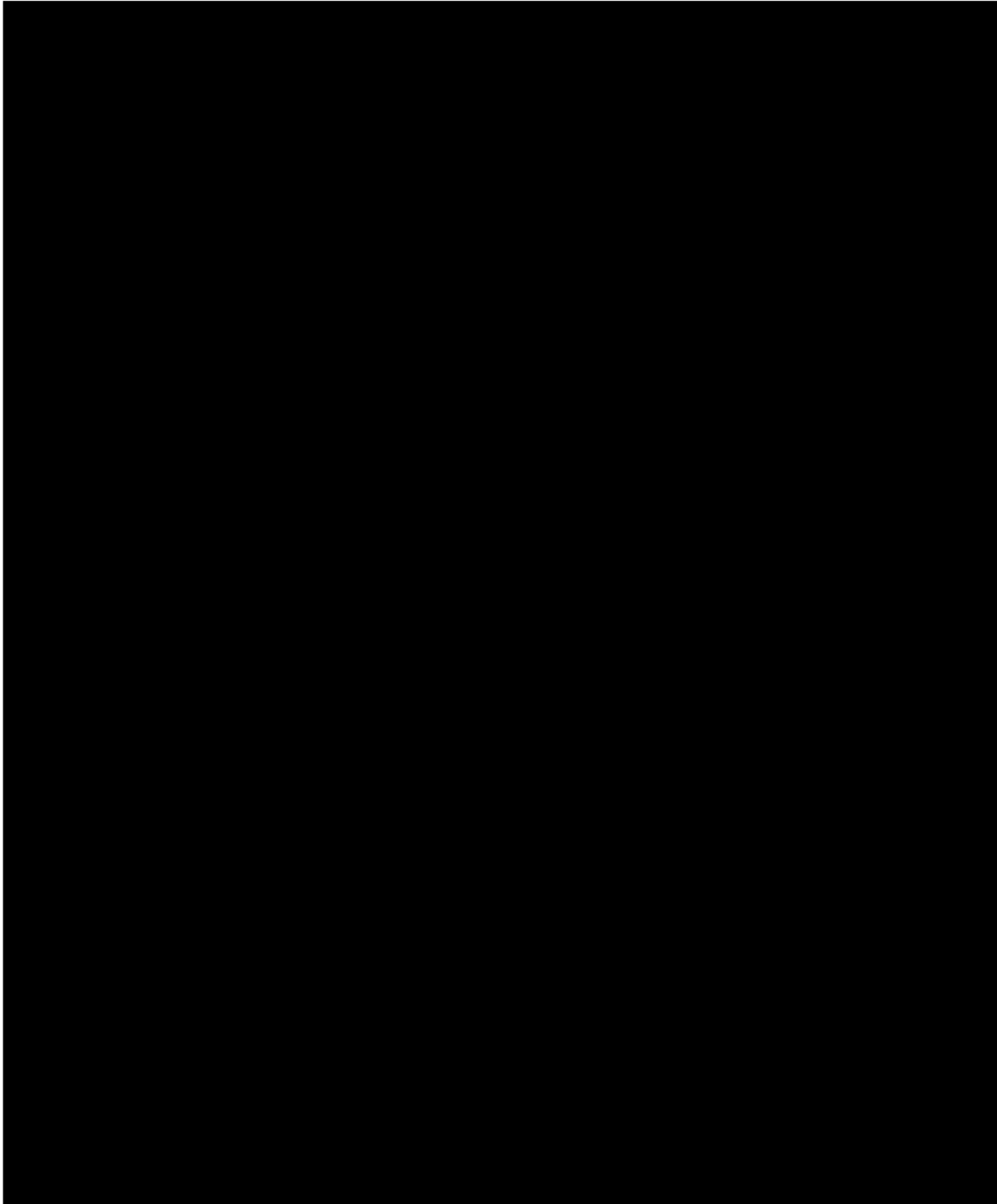
ASD

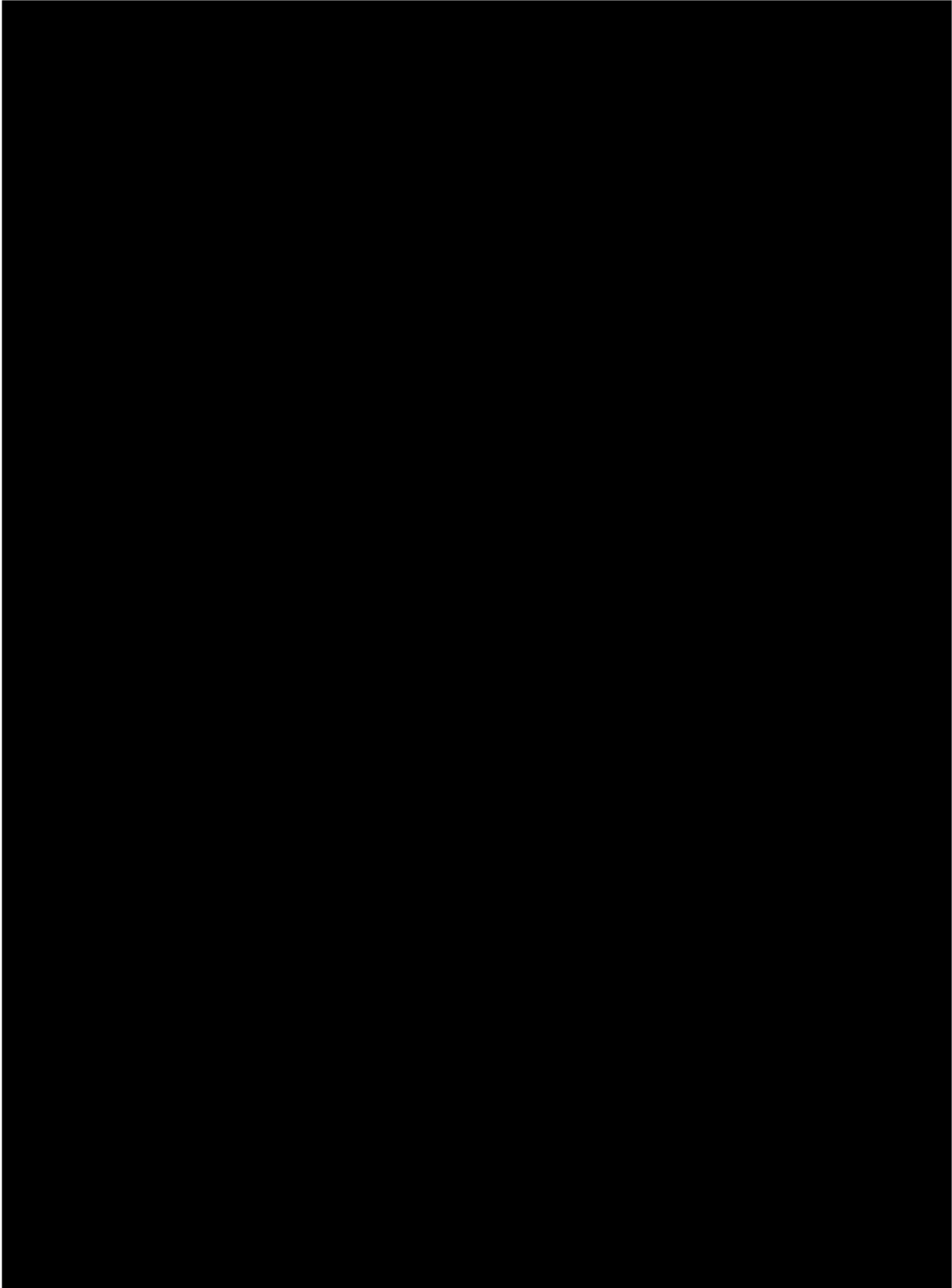


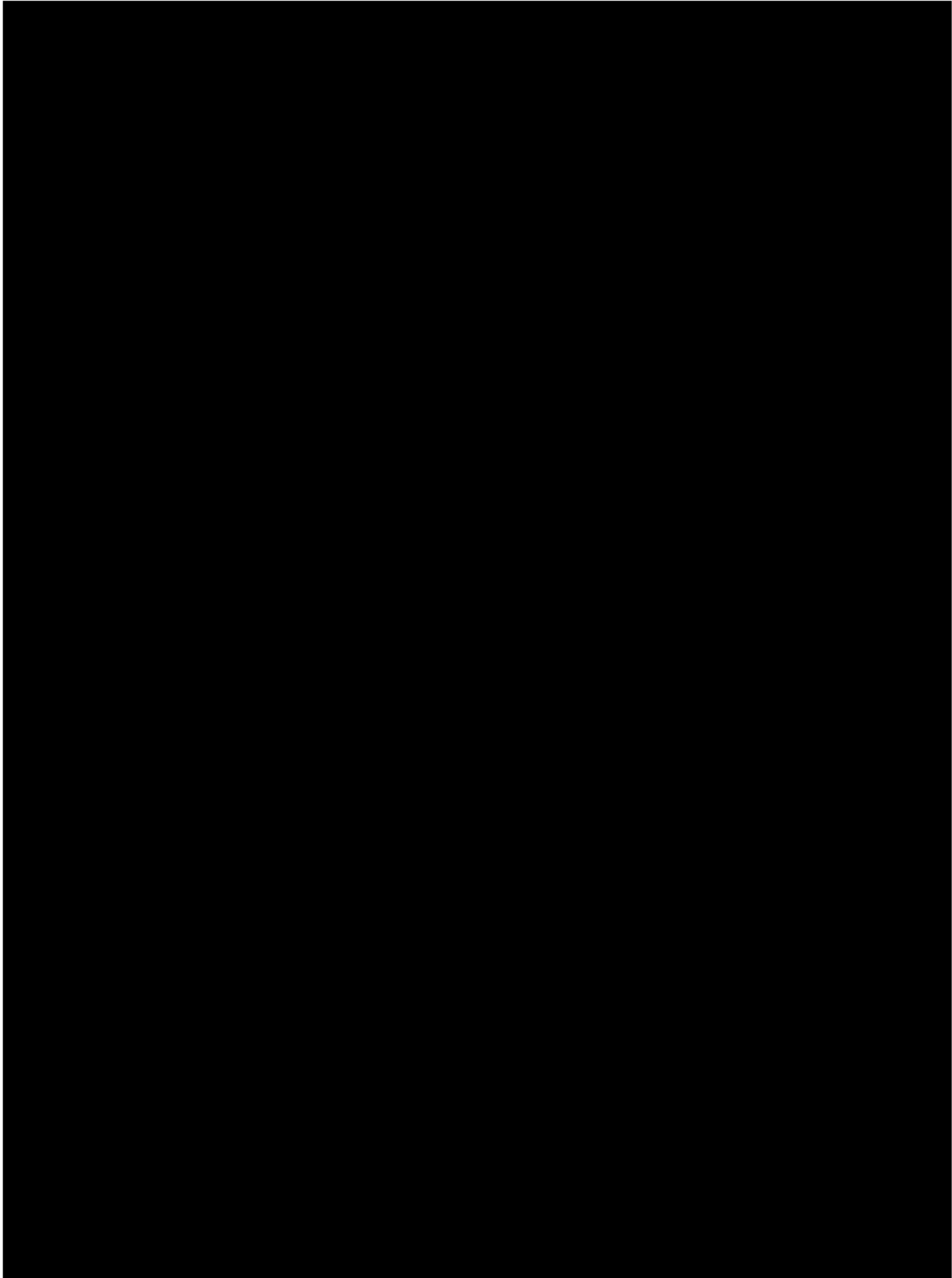












Redactions Attestation

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Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 33 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

MORSE LAW, LLC

1929 3RD Avenue North, Suite 600,
Birmingham, Alabama 35203
Phone (205) 401-8257
Kjmorse1@gmail.com

MARCH 3, 2023

Alabama Medical Cannabis Commission

P.O. Box 309585
Montgomery, Alabama 36130

Dear Alabama Medical Cannabis Commission,

Pursuant to the Alabama Medical Cannabis Commission Rules and Regulations Sections 538-x-3-.05(3)(m)(16)(k)i-xiv; The applicant's Security Plan exceeds the minimum requirements established in this section of Rules as written, and exceeds the standards required by the City of Gadsden.

Respectfully submitted,



Kristopher J. Morse

ATTORNEY

Attachment A-Verification Letter

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 34 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

FORM G: PERSONNEL ROSTER & VERIFICATION

Artemis Agricultural Industries Incorporated

Business License Applicant Name

Integrated Facility

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.

Gwendolyn Gunn

Leader/Employee Name

Founder, Farm Manager, Treasurer

Title/Position

SSN

Telephone

Email

Street Address

Huntsville

AL

35803

City

State

Zip

Ira Gunn

Leader/Employee Name

Chief Production Officer

Title/Position

SSN

Telephone

Email

Street Address

Huntsville

AL

35803

City

State

Zip

Martin Schreeder

Leader/Employee Name

President & Chief Medical Officer

Title/Position

SSN

Telephone

Email

Street Address

Huntsville

AL

35801

City

State

Zip

Aubrey Bradley

Chief Transformation Officer

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

Gadsden

AL

35901

City

State

Zip

Matthew Rettig

Chief Executive Officer

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

Gilbert

AZ

85234

City

State

Zip

Paul Short

Chief Operating Officer

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

Vero Beach

FL

32962

City

State

Zip

Peter DeLeonardis

Chief Strategy Officer & Secretary

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

Bellaire

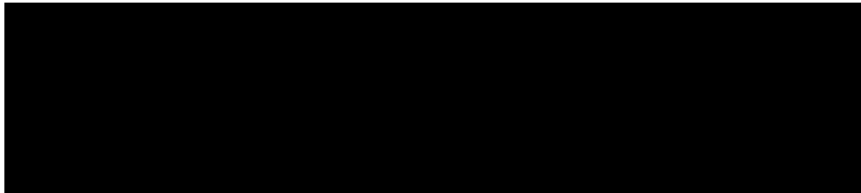
TX

77401

City

State

Zip



Secured Transport Driver
Title/Position

SSN

Telephone

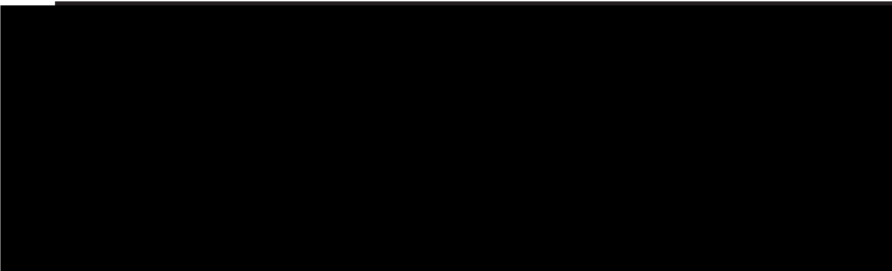
Email



City

State

Zip



Employee

Title/Position

Email

Street Address



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

[Redacted]	Employee	
	Title/Position	
[Redacted]	[Redacted]	
	Email	
Street Address		
[Redacted]		
City	State	Zip

[Redacted]	Employee	
	Title/Position	
[Redacted]	[Redacted]	
	SSN	Telephone
[Redacted]		
City	State	Zip

[Redacted]	Secure Transport Driver	
	Title/Position	
[Redacted]	[Redacted]	
	Email	
Street Address		
[Redacted]		
City	State	Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

Peter DeLeonardis

 Printed Name of Verifying Individual

Chief Strategy Officer & Secretary

 Title of Verifying Individual

Peter DeLeonardis

 Signature of Verifying Individual

12/29/2022

 Verification Date

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 35 – Business Leadership Credentials

Verification

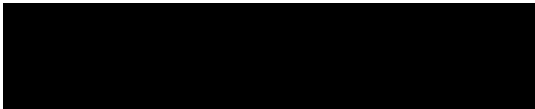
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual



12-29-2022

Signature of Verifying Individual

Verification Date

35.1, 33.2 Curriculum vitae & Details of each leader

Gwendolyn Lea Gunn

Gwen Lea Gunn, born Gwendolyn Lea Phillips, was born in DeKalb County on a farm where her dad grew cotton, corn and soybeans as well as pimento peppers. She helped with all of it, driving a tractor when she was 12 and ever since driving tractors for harvest. Her father farmed all his life. When she graduated from high school she went to college to Sneed State Community College and graduated in a time she says is too far back to remember. She studied bookkeeping and accounting, and went on to work for a gastroenterology specialist office for nearly 40 years. During that time she cultivated all the requisite knowledge to manage a medical practice and a business. In the office, she was the office manager, managed two offices, did payroll, bill pay, nursing coverage, learned to give shots and other tech skills in addition to her office duties.

When she and Ira married 29 years ago, she began to help with his farming operations and together they were able to make Gunn Farms a truly successful operation. She and Ira have 4 grandchildren together. Tyler and Cole being two of them are learning the operations and working on the farm with Ira. She does all the bookkeeping, parts ordering and pick up, bill pay and taxes, tractor operation, and even manual duties when required. Ira says she's the brains of their outfit.

Ira Erton Gunn

Ira Gunn was born in 1946, raised on a farm off the river on Hobbs Island Road in Madison County, AL, born and raised. Born on the farm, you could say he has a lifetime of experience of farm work but that wouldn't exactly describe his journey. His grandpa had him work a sawmill blade as early as 6 years old, twice the height of his whole body. But officially we say his experience starts at 15. He graduated from New Hope High School and went to Auburn, obtaining a degree in Agriculture in 1969. The farm started as a cow - calf operation. When he finished with Auburn he came right back, and changed it over from cows to row cropping in 1970. He gradually increased his row cropping operation over the years until he farmed over 3000 acres in 1979/1980, then he says the hard times really set in during the Carter years. He began cutting back acreage on a money losing situation, and pivoted accordingly. He used his cultivated grain and stored them in silos rather than selling them, built a hog barn out of discarded barge equipment, bought hogs at rock-bottom prices given the times, and fed the hogs on stored grain from the harvest. Two years later he was able to sell the hogs at all time high price per weight at the time which he credits to saving his farm. When the majority of other colleagues in his field failed and had to sell their farm, Ira Gunn used his fox-like acumen and intuition to survive and thrive.

He grew corn and soybean ever since the 70s, grew grain sorghum until the sorghum grain market was dilapidated, and then focused solely on corn and soybean after that time. Ira makes it a point to say that during those Carter years he put a customary downpayment on a new piece of farm equipment in February, came back to pay the remainder in November and owed more than the original price of the equipment. He says that since that time he has never taken any substantial loan with any significant length of payment period. He admits he takes smaller loans to make ends meet when necessity compels him. He currently farms 1000 acres of alternating corn and soybean fields. He has managed to efficiently operate this acreage with a meager 6 tractors in total. He has one single 50k grain silo in current operation.

Ira was named outstanding young farmer in the state of Alabama in 1977. Since that time he has been a member of the Outstanding Young Farmers fraternity and attended every year's conference in the nation. He and Gwen have 3 children and 4 grandchildren together. He was in the National Guard from 1970-1976 in the Reserve. He began to work with Frederick Martin when they bought the farm in 1975, whose additional acreage has continued to be leased to Ira to the present for tenant farming, and whose grandson is Martin Schreeder, another trusted owner of the applicant entity.

Peter De Leonardis

Mr. De Leonardis, a native of Houston, TX, is a Vice President & Portfolio Manager specializing in high yield fixed income & Investment business strategy. In 2012, he graduated from the University of St. Thomas with a Bachelor's of Business Administration with a focus in Finance. Upon graduation, he accepted an investment analyst position with a privately held insurance company. From his time as an intern all the way to Vice President of Investments, he continues to grow and update his methods to find the best opportunities and protection from his company's growth and finances.

Beginning as an intern, Mr. De Leonardis worked in the area of fixed-income. Later, after rising through the ranks, he wanted to manage entire portfolios using his unique investment strategies. Due to Mr. De Leonardis' methods, the company he worked for accumulated income that shattered all historical records of the company. This earned him the responsibilities of overseeing the entire company's investments for New Era Life Insurance Companies, where he continues to work today. His achievements and strategies have won him several awards including: Top 100 U.S. Business Leader for The Top 100 Magazine as well as Top 100 Global Leader in Finance from the Global Conference of Insurance and Finance and Outstanding Leadership Award from the Money 2.0 Conference.

Mr. De Leonardis has experience understanding the cannabis industry due to fixed income deals invested. He has invested in companies such as Trulieve, Pharmacann, Curaleaf, AYR Wellness, Columbia Care etc. He is very aware of their financials as well as their business strategic formation for the future. His expertise and methodology is the right addition of risk management and financial strategy to maximize potential for the planned future endeavors.

Paul M. Short

Mr. Short began his career in the tech industry in 2000 when he opened an IT company called Short Solutions. He was solely responsible for many doctor's office networks and implementing procedures for keeping them HIPAA Compliant. In 2004 Mr. Short also opened a hydroponics retail store to provide traditional and hydroponic gardening supplies to an area that had a burgeoning market. After 2 years in the hydroponic gardening industry Mr. Short retired from the IT field. He remained in the hydroponic industry from then forward but still utilized his IT background in this new industry.

In 2009 Mr. Short, along with several industry experts, started a hydroponic focused fertilizer company, Microbrewed Fertilizer. With the input of many growers and industry experts Microbrewed Fertilizer crafted a final product line of 9 products for the medical marijuana market. Mr. Short worked with several states Departments of Agriculture to register and be compliant with their state's laws.

Mr. Short began as part owner growing medical marijuana in Colorado in 2011. He oversaw grow site design, integration, and compliance with the ever-changing rules in the state. The dispensary license was sold in 2012 and the grows were included with the licenses. Mr. Short was contracted to oversee the grow for an Arizona State licensed dispensary, Ponderosa Releaf, in 2013. Mr. Short was operations manager for the first licensed medical marijuana commercial greenhouse in the state. He was responsible for creating and implementing the states first policies and procedures for commercial greenhouse growing. Along with Arizona Department of Health Services representatives, Mr. Short curated and updated these policies and procedures as the States interpretation of rules and regulations progressed.

In 2015 Mr. Short was contracted to operate a 28,800 sq ft greenhouse and 240 light indoor grow in Kingman, AZ. It has been licensed by Oasis Dispensary in Chandler since it was completed and Mr. Short along with Mr. Bradley secured the licensing. Mr. Short has had bi

annual inspections from the state and has never had a red line issue cited in the 7 years in the State. He currently manages a staff of over 30 employees and maintains the highest standards in the industry. Mr.Short utilizes Biotrack seed to sale software for the last 5 years to keep compliant with State regulations. Mr. Short has worked directly with Biotrack.

Matt Rettig – Entrepreneur, Engineer, and Design Consultant

Matt Rettig started at 15 working for his parent’s electrical company (Lifetime Electrical) in Gilbert AZ where he was born and raised. After 4 years in heavy industrial and large custom home electrical construction sector He founded and created Universal-AVIS LLC that still operates today specializing in low voltage system design Audio, Video, Integration and Surveillance systems. It was through this entity that Matt made his entrance into the Medical Cannabis Industry. In late 2011 when Medical Marijuana was first introduced to Arizona Universal-AVIS was contracted by multiple Dispensary locations throughout the state for security design, engineering, and installation services. After completing multiple dispensary security applications with ease Universal moved on to design, engineer and installation services for the much larger cultivation and laboratory properties that are associated with the production of Medical Cannabis. Inside the cultivation and lab facilities there were much greater challenges obstacles to over come. It was through out these larger designs that Matt’s skills stood out from the rest. His past of elaborate integration from the custom home sector gave him the tools he needed to help integrate all the equipment together for the cultivation facilitates that had not been done before making multiple brand and types of equipment work and communicate seamless with each other.

Mid 2015 came the birth of Kojak Industries a license, policies, and procedure procurement company founded by Matt and long time friend Kevin Kennedy set out to own and operate licenses around the world. Kojak has done license applications and policies procedures manuals for companies in Maryland, Arizona, Pennsylvania, Nevada, California, and Washington. Matt has been boots on the ground with Kojak Industries training and

implementing these Policies and Procedures through out the country to improve company's compliance, and return on investment. Kojak Industries has been awarded and operated 13 marijuana licensed establishments of all types retail dispensary, commercial cultivation, manufacturing kitchens, and processing labs.

Mid 2016 Kush Cups was born and founded by Rick Chavez and Matt Rettig through mutual friends while looking for referrals on how to get his product into the Medical Cannabis Market place. A great partnership was formed through out all of Matts connections and entrepreneurial mind set Matt quickly blew the company up in the space expanding into 4 states inside of a 6-month time frame and getting the product distributed to over 500 dispensaries in the US. Matt was able to do this through his skill set and other businesses associated in the industry today. Through the expansion of the edible product Kush Cups, Kush Edibles, and Kush Cans most known for Keurig 2.0 coffee cups. Still operating today and now breaking into the CBD delta 8 world for wide spread production and notional brand recognition.

Mid 2017 Matt Rettig and Thai Nygen founded X-Tane. Throughout managing, operating, and training staff of processing labs and Kitchens it came apparent there was a another loop hole in the industry everyone seemed to be struggling with as well and that loop hole was good clean organic solvent for extraction and processing witch lead to another industry related company formed and selling in 48 states currently X-Tane was born. A solvent provider and distributor of organic solvents with proprietary blends and compounds created by extractors for extractors. X-Tane quickly became the brand known in the solvent world for cannabis. This company was built and sold with strategic partners and extreme ROI calculation that were all met during the exit and consumption of X-Tane to one it largest national competitors.

Currently Matt sits on the board of advisors and holds the title of Engineering Director for Ardebili Engineering Inc. A globally recognized commercial and industrial full in house

engineering firm specializing in industrial processing, food processing, automated packing, marijuana, and standardized commercial engineering services in 47 states and 4 countries. Ardebili Engineering is the contract third party engineering firm to multiple equipment providers and municipalities in the cannabis industry.

Throughout the last 10 years of being heavily dedicated to the Marijuana Industry Matt has formed, founded or partnered with Universal-AVIS LLC, Kojak Industries LLC, Kush Cups Inc, X-Tane AZ LLC, Ardebili Engineering Inc. Through these formations he implemented all aspects of the Marijuana Industry from Design build, Operation, Extraction, Compliance across multiple states, Policies and Procedure implementation, Distribution and Customer Relations.

Martin F. Schreeder, MD

Dr. Schreeder, a native of Huntsville, AL, is a board-certified Emergency Medicine physician. In 2006, he graduated from Washington and Lee University with a Bachelor of Science in Chemistry – Engineering. Upon graduation, he continued his studies at the University of Alabama School of Medicine. He completed his medical training and residency in Emergency Medicine at Louisiana State University School of Medicine in Shreveport, Louisiana.

Dr. Schreeder continues to practice Emergency Medicine, but he began practicing in urgent and non-emergent outpatient clinic services over the years. Beginning in residency, Dr. Schreeder worked in the field of Urgent Care. Later, after moving to Huntsville with his wife Caroline, he wanted to respond to the opioid overdose and suicide crisis in a preventative way and continued education and certifications in medication-assisted therapy or MAT. By responding to the crises of treatment-resistant depression, substance use disorders and addiction, chronic pain, and PTSD, Dr. Schreeder hopes that MAT can save lives and prevent certain emergencies altogether.

Dr. Schreeder has also been a tenant farming property owner since birth through several generations of farmers and farm-owners. Since his high school days, he has taken active part in the over-500-acre row cropping operation on the property he and his family continue to own. Since returning from residency in 2015, he has had even greater involvement in those operations and has taken part in the licensed hemp farming since 2019. His work with Ira Gunn over the years has advanced the group's understanding and expertise in the still growing field of hemp cultivation and has yielded great promise for our planned future endeavors.

Aubrey Bradley

Aubrey Bradley was raised in Huntsville, Alabama prior to attending Auburn University. In 2001, Aubrey moved to California and began working in the commercial lighting industry. In 2006 He formed The Rae Company, Inc. (TRC) in Brea California. TRC became a leading Manufacturing Representative Agency in the Southern California market where Aubrey became a leader in design and lighting efficiency for commercial and automotive applications. Projects include: LA Live Ritz Carlton/JW Marriott, Golden West College and the LAX energy expansion.

While working in the Southern California lighting market, Aubrey began to see a trend in the horticultural lighting space. In 2009 Aubrey formed Growlite Inc., which quickly became the market leader in energy efficient horticultural lighting products. Protecting his intellectual property through multiple design and utility patents, Aubrey was able to secure Growlite's position in the market. Growlite earned praise throughout the horticultural industry for its innovative design and attention to quality, performance, safety certifications and energy efficiencies. Growlite's listed accomplishments include:

- University California Riverside
- First federal grows in Canada (Metrum, CannaMed)
- First approved state grows in Arkansas (Bold Group)
- First US Federal Grow • Capital City Care, Washington DC
- Arizona (Heath for Life) • Penn State

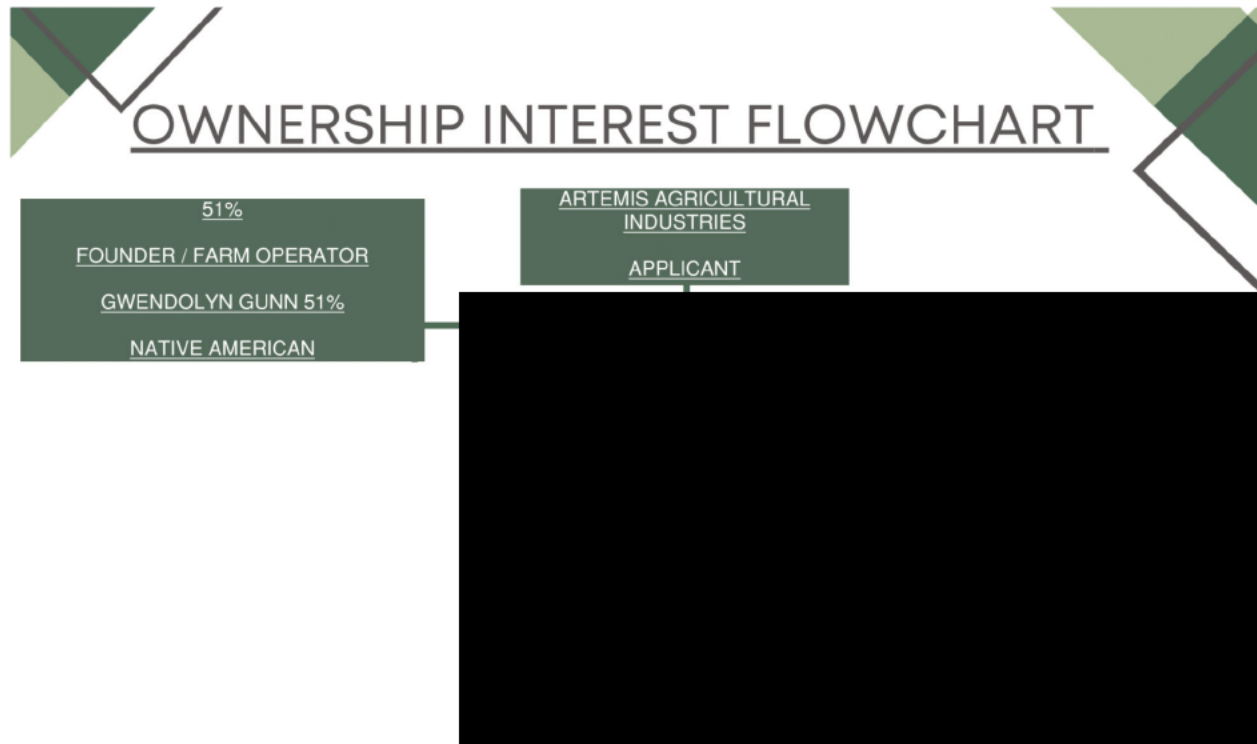
- Cornell University • Florida University
- West Virginia • Purdue University

Aubrey is a member of the UL (Underwriters Laboratories) advisory team for the UL8800 Horticultural Safety Standard. Aubrey helped create the framework and foundation for product safety qualifications in the horticultural industry. After selling Growlite in 2016, Aubrey has been focusing his efforts on furthering growth and education around regulatory requirements for products in the industry.

In 2017 to current, Aubrey formed Physicians Choice CBD (PCCBD) in a collaborative effort with some of the world's leading pain specialists. PCCBD's product offering is designed to manage various pain symptoms with medications that do not exacerbate severe medical conditions and behavioral risk factors. PCCBD is the market leader in Medical CBD controlled products. PCCBD's formulated capsules and medical mist products currently lead the medical CBD industry in research, consistency, and credibility for the medical community.

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



35.3 5 year hiring plan for its employees

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

1. The following job descriptions are outlined below:

- A. *Store Manger*
- B. *Assistant Store Manager*
- C. *Personal Service Provider*
- D. *Front Desk Receptionist*
- E. *Store Inventory Manager*
- F. *Vendor Relations Manager*
- G. *Director of Operations*
- H. *Compliance Manager*

I. Compliance Specialist

J. Director of Cultivation

K. Extractions Laboratory Director

L. Facilities Manager

M. Director of Security

Store Manager

Job Title: Store Manager Job Category: Exempt

Department/Group: Marijuana Establishment Position Type: Full Time

Direct Supervisor: Regional Market Manager Direct Reports: Marijuana Establishment Staff

JOB DESCRIPTION

The Store Manager is primarily responsible for day-to-day operations for the store, which include effective performance management in coordination with the People & Culture team, execution of retail operations including merchandising, staffing, and the patient order fulfillment processes. The Marijuana Establishment Manager oversees all activities related to the operation of the Marijuana Establishment to include patient identification and registration, record retention, product tracking and inventory control in compliance with all regulatory

requirements for the state in which the Marijuana Establishment is located.

Along with the leadership qualities that the role entails, you will also be assisting patients and customers by answering their questions, making them feel welcomed and comfortable. The Store Manager is responsible for ringing up patients and customers, correctly inputting coupons and ensuring the patient has the best experience possible to build positive patient relationships to assist with the retail team when needed.

RESPONSIBILITIES AND DUTIES:

- Greets all customers in a warm, sincere, and helpful manner.
- Drive a culture of positive employee engagement with a strong focus on inclusion and diversity.
- Develop, coach and execute excellent service standards and ensure consistent execution of these steps.
- Conduct regular staff meetings to motivate employees and keep them abreast of any current rules, regulations and laws that pertain to their day-to-day duties

- Take ownership of the store and ensure it is operating efficiently and profitably.
- Actively manage inventory, recalls, and pricing to meet costs and sales targets.
- Effectively manage cash controls and financial reporting. Ensure check register, cash outs, bank logs, inventory and deposits are accurate and executed according to the highest standards.
- Work with People & Culture and Talent Acquisition in hiring of team members.
- Train and schedule all staff by working with your Assistant Store Manager and Lead Personal Service Providers.
- Effectively manage service labor, scheduling and payroll.
- Conduct performance reviews with all team members on a consistent basis.
- Maintain awareness of cannabis and retail trends to help create innovative and adaptive strategies.
- Work closely with growers to understand and learn about their products to better educate customers with their purchases.
- Maintain excellent facilities conducive to enhancing employee productivity.
- Work hand-in-hand with the Regional Manager to meet all regulatory requirements.
- Work with all corporate departments within our shared service center to ensure there are open lines of communication.
- Promote open feedback from all team members and address any concerns immediately with the help of the People & Culture team.
- Makes recommendations to the executive team on ways to improve efficiency.
- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Responsible for opening and closing of the Marijuana Establishment (Key Holder).
- Willingness to take on additional duties as needed and do so with a positive attitude.
- Processing transactions and become a subject matter expert on all functions of the PSP role.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Contributes to team effort by accomplishing related results as needed.

- Participates in ongoing education and professional development as needed.
- Maintain a positive attitude that promotes team work.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a Marijuana Establishment required.
- Minimum 2 years of management experience in the retail, restaurant, grocery or other service industry highly desired.
- Previous management experience and proficiency in high volume retail with P&L accountability.
- Ability to create and maintain a customer-focused culture
- Experience in leading a team is a must.
- Ability to create and maintain a customer focused culture.
- Can-do attitude is a must.
- Superior customer service skills and phone etiquette.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
- Ability to handle a busy atmosphere.
- Strong organizational skills.
- Ability to manage multiple projects, set priorities and meet deadlines.
- Knowledge of office management systems and procedures.
- Proficiency using MS Office applications.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must maintain active Facility Agent Registry Identification Cards
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job

duties listed above.

- Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
- Excellent communication skills and leadership both verbally and through written media.
- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time.
- At least 21 years of age and authorized to work in the US.
- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.
- Environmental Requirements and Exposure, depending on work location:
 - Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables.

EDUCATION:

- High school diploma or equivalent
- Associates or Bachelor's degree is desirable.

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated.

Assistant Store Manager

Job Title: Assistant Store Manager Job Category: Exempt

Department/Group: Marijuana Establishment Position Type: Full Time

Direct Supervisor: Store Manager Direct Reports: Marijuana Establishment Staff

JOB DESCRIPTION

The Assistant Store Manager is primarily responsible for assisting the Store Manager in the day-to-day operations for the store, which include effective performance management in

coordination with the People & Culture team, execution of retail operations including merchandising, staffing, and the patient order fulfillment processes. The Assistant Store Manager assists in overseeing all activities related to the operation of the Marijuana Establishment to include patient identification and registration, record retention, product tracking and inventory control in compliance with all regulatory requirements for the state in

which the Marijuana Establishment is located.

Along with the leadership qualities that the role entails, you will also be assisting patients and customers by answering their questions, making them feel welcomed and comfortable. The Assistant Store Manager is responsible for ringing up patients and customers, correctly inputting coupons and ensuring the patient has the best experience possible to build positive patient relationships to assist with the retail team when needed.

RESPONSIBILITIES AND DUTIES:

- Greets all customers in a warm, sincere, and helpful manner.
- Drive a culture of positive employee engagement with a strong focus on inclusion and diversity.
- Develop, coach and execute excellent service standards and ensure consistent execution of these steps.
- Conduct regular staff meetings to motivate employees and keep them abreast of any current rules, regulations and laws that pertain to their day-to-day duties.
- Take ownership of the store and ensure it is operating efficiently and profitably.
- Actively manage inventory, recalls, and pricing to meet costs and sales targets.
- Effectively manage cash controls and financial reporting. Ensure check register, cash outs, bank logs, inventory and deposits are accurate and executed according to the highest standards.
- Work with People & Culture and Talent Acquisition in hiring of team members.
- Train and schedule all staff by working with your Assistant Store Manager and Lead Personal Service Providers.
- Effectively manage service labor, scheduling and payroll.
- Conduct performance reviews with all team members on a consistent basis.

- Maintain awareness of cannabis and retail trends to help create innovative and adaptive strategies. Work closely with growers to understand and learn about their products to better educate customers with their purchases.
- Maintain excellent facilities conducive to enhancing employee productivity.
- Work hand-in-hand with the Regional Manager to meet all regulatory requirements.
- Work with all corporate departments within our shared service center to ensure there are open lines of communication.
- Promote open feedback from all team members and address any concerns immediately with the help of the People & Culture team.
- Makes recommendations to the executive team on ways to improve efficiency.
- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Responsible for opening and closing of the Marijuana Establishment (Key Holder).
- Willingness to take on additional duties as needed and do so with a positive attitude
- Processing transactions and become a subject matter expert on all functions of the PSP role.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Contributes to team effort by accomplishing related results as needed.
- Participates in ongoing education and professional development as needed.
- Maintain a positive attitude that promotes team work.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a dispensary required.
- Minimum 2 years of management experience in the retail, restaurant, grocery or other service industry highly desired.
- Previous management experience and proficiency in high volume retail with P&L accountability.
- Ability to create and maintain a customer-focused culture.

- Experience in leading a team is a must.
- Ability to create and maintain a customer focused culture.
- Can-do attitude is a must.
- Superior customer service skills and phone etiquette.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
- Ability to handle a busy atmosphere.
- Strong organizational skills.
- Ability to manage multiple projects, set priorities and meet deadlines.
- Knowledge of office management systems and procedures.
- Proficiency using MS Office applications.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must maintain active Marijuana Establishment Agent Registry Identification Cards
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.
- Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
- Excellent communication skills and leadership both verbally and through written media.
- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time.
- At least 21 years of age and authorized to work in the US.
- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.

- Environmental Requirements and Exposure, depending on work location:
- Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables.

EDUCATION:

- High school diploma or equivalent
- Associates or Bachelor's degree is desirable.

The above requirements describe the general nature and level of work only. They are not an

exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated.

Personal Service Provider

Job Title: Personal Service Provider Job Category: Non-Exempt Department/Group:

Marijuana

Establishment Position Type: Full Time Direct Supervisor: Store Manager Direct Reports:

TBD

JOB DESCRIPTION

As a Personal Service Provider, you will operate with direct supervision from the Personal Service Provider management team. You will showcase your excellent communication skills by

liaising with all levels of the organization as well as ensuring total customer satisfaction with

all patients and customers. You will strive to go above and beyond in your customer service skills by motivating those around you while ensuring efficiency, productivity and accuracy in

the Marijuana Establishment.

Along with the customer service qualities that the role entails, you will also be assisting patients and customers by answering their questions, making them feel welcomed and comfortable. The Personal Service Provider is responsible for ringing up patients and customers, correctly inputting coupons and ensuring the patient has the best experience

possible to build positive patient relationships.

RESPONSIBILITIES AND DUTIES:

- Greets all customers in a warm, sincere, and helpful manner.
- Makes recommendations to management team on ways to improve efficiency.
- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Willingness to take on additional duties as needed and do so with a positive attitude.
- Processing transactions and become a subject matter expert on all functions of the PSP role.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Assist patients and customers with choosing the right products according to their ailments.
- Verify patient's allotment and ensure they are eligible to make purchasing using the state system.
- Manages inbound phone inquiries and routes calls accordingly.
- Contributes to team effort by accomplishing related results as needed.
- Participates in ongoing education and professional development as needed.
- Adheres to all Medical Cannabis laws.
- Maintain a positive attitude that promotes team work.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a customer service environment
- Experience working in hospitality or F&B preferred
- Experience in leading a team desirable
- Can-do attitude is a must
- Superior customer service skills and phone etiquette.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Cash register experience with speed and accuracy.

- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
- Ability to handle a busy atmosphere.
- Strong organizational skills.
- Ability to manage multiple projects, set priorities and meet deadlines.
- Knowledge of office management systems and procedures.
- Proficiency using MS Office applications.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must maintain active Facility Agent Card
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.
- Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.
- Excellent communication skills and leadership both verbally and through written media.
- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time.
- At least 21 years of age and authorized to work in the US.
- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.
- Environmental Requirements and Exposure, depending on work location:
- Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables.

EDUCATION:

- High school diploma or equivalent
- Associates or Bachelor's degree is desirable.

The above requirements describe the general nature and level of work only. They are not an

exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated.

Front Desk Receptionist

Job Title: Front Desk Receptionist Job Category: Non-Exempt

Department/Group: Dispensary Position Type: Full Time

Direct Supervisor: Marijuana Establishment Store Manager Direct Reports: TBD

JOB DESCRIPTION

As a Front Desk Receptionist, you will operate with direct supervision from the Personal Service Provider management/supervisory team. You will showcase your excellent communication skills by liaising with all levels of the organization as well as ensuring total customer satisfaction with all patients and customers. You will strive to go above and beyond

in your customer service skills by motivating those around you while ensuring efficiency, productivity and accuracy in the Marijuana Establishment.

Along with customer service qualities that the role entails, you will also be assisting patients

and customers by ensuring all check-in procedures are followed, answering their questions,

making them feel welcomed and comfortable. The Front Desk Receptionist is responsible for

ringing up patients and customers, correctly inputting coupons and ensuring the patient has

the best experience possible to build positive patient relationships. The Front Desk

Receptionist role will be a very fast paced role which will require navigating patient flow both

indoor and outdoor as well as coordinating the lobby. This role is not a traditional front desk

role in that it is very active and not sedentary.

RESPONSIBILITIES AND DUTIES:

- Greets all customers in a warm, sincere, and helpful manner.
- Answer multiple phone lines while maintaining the utmost professionalism and a high level of customer service.
- Makes recommendations to management team on ways to improve efficiency.
- Process mail and distribute accordingly (USPS, UPS, Fedex, etc.)
- Manage multiple clerical duties, to include typing, calendaring, etc.
- Ensure the operations of the Marijuana Establishment run in a smooth and professional fashion.
- Willingness to take on additional duties as needed and do so with a positive attitude.
- Processing transactions and become a subject matter expert on all functions of the PSP role to be able to assist when needed.
- Maintains quality customer service by establishing and enforcing company standards and handling customer inquiries and complaints.
- Assist patients and customers with choosing the right products according to their ailments when functioning as the PSP (as needed).
- Verify patient's allotment and ensure they are eligible to make purchasing using the state system.
- Manages inbound phone inquiries and routes calls accordingly.
- Contributes to team effort by accomplishing related results as needed.
- Participates in ongoing education and professional development as needed.
- Adheres to all Medical Cannabis laws.
- Maintain a positive attitude that promotes teamwork.
- Participate in ongoing education and professional development opportunities.
- Work collectively and respectfully with other team members.
- Additional duties as assigned by management.

QUALIFICATIONS:

- Experience working in a Marijuana Establishment helpful.
- Minimum one-year as a high-volume receptions or office assistant is helpful.
- Ability to type a minimum of 40 WPM
- Clerical experience is beneficial.
- Ability to multi-task is a must.
- Ability to manage multiple phone lines.
- Ability to constantly be moving from the front desk to other areas inside and outside of the Marijuana Establishment to ensure smooth flow of guests.
- Experience in working with a team.
- Can-do attitude is a must.
- Superior customer service skills and phone etiquette.
- Must be able to manage multiple projects, set priorities, and meet deadlines
- Cash register experience with speed and accuracy.
- Experience frequently interacting with customers, fulfilling customer requests and addressing customer issues, questions, or suggestions.
- Ability to handle a busy atmosphere.
- Strong organizational skills.
- Ability to manage multiple projects, set priorities and meet deadlines.
- Knowledge of office management systems and procedures.
- Proficiency using MS Office applications.
- Good interpersonal skills and proven ability to positively influence people; must be capable of effectively interacting at all levels in the organization.
- Detail oriented with an eye on process optimization.
- Ability to work in a fast-paced environment, to manage high stress situations, and to be flexible and adaptable when a situation requires it.
- Must maintain active Marijuana Establishment Agent Registry Identification Cards.
- Must have the ability to push, pull, or lift a minimum of 50 pounds if relevant to job duties listed above.
- Throughout extended periods must be capable of sitting, squatting, standing, kneeling, bending, or walking throughout the workday. Must be capable of working in front of a computer for extended periods of time based on job duties listed above.

- Excellent communication skills and leadership both verbally and through written media.
- Must be able to handle constructive criticism and guidance and offer the same to others in the department.
- Ability to articulate job goals in a manner they're completed effectively the first time.
- At least 21 years of age and authorized to work in the US.
- Proper employment documentation; reliable transportation and valid driver's license.
- If necessary, ability to work 7 days per week and to be flexible with schedule.
- Environmental Requirements and Exposure, depending on work location:
- Exposure to fertilizer, dusts, odors, high heat, low temperature, high and low humidity, high noise levels, vibrations, water, dry salts, allergens, pollen, dust, plant pathogens, other volatile organic compounds, and other environmental variables at times.

EDUCATION:

- High school diploma or equivalent

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at anytime. Required experience, training, or educational requirements shall be as indicated.

Store Inventory Manager

Job Title: Retail/Store Inventory Manager Job Category: Exempt

Department/Group: Inventory Position Type: Full Time

Direct Supervisor: State Inventory Manager Direct Reports: Inventory Clerks

JOB DESCRIPTION

The Store Inventory Manager is responsible for the day-to-day inventory management for the

retail store, ensuring proper inventory levels are maintained at all times. The Store Inventory

Manager position is responsible for the direct oversight of all inventory cycle counting, verification of required documentation and product counts for intake by conducting daily audits of inventory, tracking and distribution of product. Responsibilities also include

accounting and reporting inventory surplus, product returns, waste, damages, ensuring strict compliance with company policies and procedures. This role also manages the menu for the location, focusing on the most accurate and up to date information to be provided to our patients and customers. The Store Inventory Manager will be responsible for hiring, training and maintaining the inventory staff.

DUTIES & RESPONSIBILITIES

- Monitors and maintains current inventory levels; processes purchasing orders as required; track orders and paperwork.
- Records purchases, maintains database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Ensure day-to-day operations run smooth throughout the Marijuana Establishment.
- Work with regional team and corporate to create strategic objectives, operational plans and store goals.
- Ensure all inventory operations are in compliance at all times.
- Work with Talent Acquisition and People & Culture teams to ensure appropriate staffing levels and be proactive in forecasting staffing needs.
- Maintain education and knowledge of all state and local cannabis laws and regulations.
- Inform staff of all new products.
- Complete and analyze fixed asset inventories.
- Approve and adjust inventory settings as needed.
- Ensure all inventory is properly cataloged.
- Establishes and maintains working relationships with all vendors and suppliers.
- Ensure all technology platforms, such as METRC, are constantly updated the most accurate product descriptions and inventory amounts.
- Ensuring new products are ready for sale within the established timeframes for each product.
- Document and address any and all discrepancies.
- Supervise, delegate, coach, and motivate inventory team members to ensure a productive

environment.

- Keep all departments abreast of any inventory concerns and ensure you are being proactive.
- Train inventory team members as needed.
- Be instrumental in creating policies, procedures, and inventory SOP's to ensure best practices are being followed.
- Receives, unpacks and label products; re-stocks items as necessary; labels shelves.
- Processes invoices for payment.
- Processes and documents return as required following established procedures.
- May lead, guide and train employees performing related work.
- Performs miscellaneous job-related duties as assigned.
- Manage all menus for the assigned locations.
- Add/remove the product from each of the menus (online platforms and in-store platforms)

dependent on inventory stock.

- Work seamlessly with other Marketing team.
- Update online platforms to help promote product sales.
- Performs all other duties as assigned.

QUALIFICATIONS

- Knowledge of supplies, equipment, and/or services ordering and inventory control.
- Must be 21 years of age or older per licensing guidelines.
- At least 3-4 years of inventory management experience in a high-volume environment.
- Working knowledge of industry best practices.
- Ability to reconcile stock counts to report data.
- Database and time management skills.
- Ability to analyze and solve problems or research inventory losses.
- Ability to prepare routine administrative paperwork.
- Ability to receive, stock, and/or deliver goods.
- Clerical, word processing, and/or office skills.
- Basic knowledge of MS Office
- Trustworthy, Punctual with great written and verbal skills.

- A high level of internal and external customer service.
- Willingness to travel extended lengths when necessary, to work extended hours when required to fulfill company growth requirements, and to be flexible with schedule and availability.
- Ability to manage high-stress situations and to be flexible and adaptable when a situation requires it.
- Proper employment documentation and authorized to work in the US

*The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training, or educational requirements shall be as indicated or as deemed acceptable by management.

Vendor Relations Manager

Job Title: Vendor Relations Manager Job Category: Non-Exempt

Department/Group: Inventory Position Type: Full Time

Direct Supervisor: National Inventory Manager Direct Reports: Chief Operating Officer

JOB DESCRIPTION

A vendor relations manager is responsible for building and managing relationships with companies that supply products and services to its organization.

Works to ensure that vendors meet or exceed their contractual obligations by delivering quality products and services on time. Vendor Relations Manager is responsible for the day-to-day inventory management for all the retail stores, ensuring proper inventory levels are always maintained. They are responsible for the direct oversight of all products being purchased, and to verify all required documentation is available and compliant with state and company laws/rules. Proper product intake, tracking and distribution by doing daily audits of inventory throughout the stores. Responsibilities also include accounting and reporting inventory surplus, product returns, and damages.

DUTIES & RESPONSIBILITIES

- Knowledge of LeafLink and how to purchase product for the dispensary
- How to read stock level counts and know when to place an order before product runs out
- Establishes and maintains working relationships with all vendors and suppliers.

- Ensures any product being purchased is up to date with current state laws regarding labeling and test scores.
- Maintain educated of all state and local cannabis laws and regulations.
- Records purchases, maintains database, performs physical count of inventory, and reconciles actual stock count to computer-generated reports.
- Monitors and maintains current inventory levels; processes purchasing orders as required; track orders and paperwork.
- Receives, unpacks and label products; can re-stocks items as necessary; labels shelves.
- Processes invoices for payment.
- Keep proper personnel up to date on upcoming orders and what to expect.
- Create new item numbers in NetSuite when purchasing new product.
- Processes and documents return as required following established procedures.
- Ensure day-to-day operations run smooth throughout the dispensary.
- Work with regional team and corporate to create strategic objectives, operational plans and store goals.
- Ensure all inventory operations always comply.
- Manage all vendor products for the assigned locations.
- Inform staff of all new products.
- Approve and adjust inventory settings as needed.
- Ensure all inventory is properly catalogued.
- Ensure all technology platforms, such as METRC, are constantly updated with the most accurate product descriptions and inventory amounts.
- Document and address any and all discrepancies. Keep all departments abreast of any inventory concerns and ensure you are being proactive
- Be instrumental in creating policies, procedures, and inventory SOP's to ensure best practices are being followed.
- Supervise, delegate, coach, and motivate inventory team members to ensure a productive environment.
- Train inventory team members as needed.
- May lead, guide and train employees performing related work.
- Performs miscellaneous job-related duties as assigned.

- Work seamlessly with other Marketing Specialists, Social Media Specialists, Email Marketing Specialists and Menu Specialists.

- Makes sure all other stores are being compliant and ensure they have no issues.
- Help promote product sales.
- Performs all other duties as assigned.

QUALIFICATIONS

- Must be 21 years of age or older per licensing guidelines.
- Proper employment documentation and authorized to work in the US
- At least 3-4 years of inventory management experience in a high-volume environment.
- Knowledge of supplies, equipment, and/or services ordering and inventory control.
- Working knowledge of industry best practices.
- Ability to reconcile stock counts to report data.
- Database and time management skills.
- Ability to analyze and solve problems or research inventory losses.
- Ability to prepare routine administrative paperwork.
- Ability to receive, stock, and/or deliver goods.
- Clerical, word processing, and/or office skills.
- Basic knowledge of MS Office
- Trustworthy, Punctual with great written and verbal skills.
- A high level of internal and external customer service.
- Willingness to travel extended lengths, when necessary, to work extended hours when required to fulfill company growth requirements, and to be flexible with schedule and availability.
- Ability to manage high-stress situations and to be flexible and adaptable when a situation requires it.

EDUCATION:

- High school diploma or equivalent

The above requirements describe the general nature and level of work only. They are not an exhaustive list of all required responsibilities, duties, and skills. Other duties may be added, and this job description may be amended at any time. Required experience, training,

or educational requirements shall be as indicated or as deemed acceptable by Nature's
Medicines management

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 36 - 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

WELCOME

Dear Valued Employee,

Welcome to the Applicant Company! We are pleased with your decision to join our team. The Applicant Company is committed to providing superior quality and unparalleled customer service in all aspects of our business.

We believe each employee contributes to the success and growth of our Company. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Amma's shared goals. You are joining an organization that prides itself on being an industry leader in aspects such as outstanding leadership, innovation and industry expertise. Our employees are encouraged to use their creativity and talent to think outside the box to meet evolving demands and offer the most effective, inclusive patient and customer experience. With your active involvement, engagement and support, the Applicant Company will continue to achieve its goals. We sincerely hope you take pride in becoming a member of the Applicant Company team.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with your supervisor.

Welcome aboard. We look forward to working with you!

Sincerely,

the Applicant Company

Company Vision

Together we stand to produce safe, affordable, sustainable cannabis for the benefit of all.

Company Mission

With unstoppable passion, our team continuously builds upon our knowledge of the therapeutic value of cannabis. Our deep understanding empowers us to educate those we serve, maintain affordable pricing and make our products accessible to an ever-widening audience.

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YOUR RIGHTS

Employment at Will

All the Applicant Company Employees are hired “at will,” which means the Applicant Company may terminate the employment relationship at any time, with or without advance notice, and with or without cause for any reason not prohibited by law.

Similarly, Employees can terminate their employment with the Applicant Company at any time and for any reason. Therefore, except for this policy of at-will employment, the Applicant Company policies, practices or procedures, including this handbook, do

not constitute a contract for continued employment, express or implied. Employees should not interpret any verbal or written statement, policies, practices or procedures, including this handbook, as altering their at-will status. In addition, the Applicant Company practices or procedures do not guarantee employment for any particular length of time nor do they limit how that employment may end.

The Company may subject certain key employees to contractual employment agreements that may restrict where an employee may work upon resignation, in addition to other specific clauses. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by Human Resources and the employee. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between the Company and any of its employees.

Equal Employment Opportunity (EEO)

The Applicant Company is an equal opportunity employer. Employment practices at the Applicant Company will be implemented without regard to race, color, national origin, sex, pregnancy, religious beliefs, age, disability, sexual orientation, gender identity or expression, citizenship status, marital status, military status, genetic information or any other class protected by federal, state or local fair employment practice law. Our Equal Employment Opportunity Policy is an essential part of the Company's overall commitment to attract, hire, retain and develop a talented and diverse workforce. Equal Opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

the Applicant Company expressly prohibits any form of employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties

is not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources department. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the HR department.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure outlined in this Handbook.

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Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, the Applicant Company will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require reasonable accommodation should contact the Human Resources department.

Immigration Law Compliance

The Applicant Company is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the

form if they have not completed an I-9 with the Applicant Company within the past three years, or if their previous I-9 is no longer retained or valid.

The Applicant Company participates in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, the Applicant Company provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

Violence-Free Workplace

The Applicant Company strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence must be reported immediately to your supervisor or security personnel. Employees must warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be kept confidential to the maximum extent possible. The Applicant Company will not tolerate any form of

retaliation against any employee for making a report in good faith under this policy.

The Applicant Company will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

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Harassment-Free Workplace

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

Just as the Applicant Company strives to provide a distraction-free experience for its patients, the Company also desires a distraction-free working environment for its employees, which includes a number of prohibited behaviors listed below. To that end, harassment of Amma's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. If any Applicant Company employee witnesses or experiences any of the described below, the employee must report the behavior using one of the methods outlined.

Definition of Unlawful Harassment.

"Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of

the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law. This conduct includes bullying via any form of communication, including but not limited to, telephone or voicemail, the Internet/Intranet (i.e. social media sites such as Facebook, Instagram, Snapchat and Twitter), electronic messaging systems (i.e. email, text, and instant messaging) on any equipment or systems.

Definition of Sexual Harassment.

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended to or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all relevant additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the

circumstances, including the severity of the conduct and its pervasiveness:

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- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity or preferences;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against one's body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

Complaint Procedure

All the Applicant Company employees are responsible for helping the Company promote a positive working environment. If any employee believes they have been subject to or witnessed conduct that violates the Applicant Company's EEO or harassment policies, it is important for that person to speak out right away. Here are the proper steps to take:

- First, if the employee is comfortable doing so, they should attempt to speak to the person whose behavior is bothersome and ask the person to stop the offensive behavior.
- If the employee is not comfortable speaking directly to the person, or if doing so is not effective, speak to any member of the management team, or Human Resources about the situation.

Concerns should provide specific details about the incident(s) including dates, location, etc. and names of any person(s) involved and any witnesses. During the complaint procedure, and to the extent possible, we will keep your complaint and

related information confidential but cannot make any such guarantees during the investigation.

Managers and Supervisors who observe or have knowledge of conduct they believe could potentially be harassing have a mandatory duty to report the conduct or situation to a Human Resources Manager or Director.

The Applicant Company investigates all complaints under its EEO and harassment policies as thoroughly and promptly as possible. The Applicant Company also strives to keep information gathered in the complaint and investigation process as confidential as possible. If an investigation reveals a violation, appropriate disciplinary action up to and including termination may follow.

Investigation Process

Upon receipt of a complaint of alleged misconduct, the Applicant Company will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected.

Human Resources will undertake a thorough, objective, and good faith investigation of the harassment or discrimination allegations based on witness interviews and workplace evidence.

Given the sensitive nature of any and all investigation and/or investigation tracking records, the Applicant Company will maintain any and all such records as privileged and confidential. Without waiving the Applicant Company's privilege and right to keep the investigation records confidential, the Applicant Company will provide the complainant a timely response regarding the findings of the investigation. Appropriate remedial measures will be taken if misconduct is found at the end of our investigation up to and including termination.

No Retaliation Policy

the Applicant Company expressly prohibits retaliation against any individual who reports discrimination or harassment or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

1. Shunning and avoiding an individual who reports harassment, discrimination or retaliation;
2. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
3. Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

If you feel you have been retaliated against, promptly contact your Human Resources representative. ***Whistleblower Protection***

This policy is designed to protect employees and address the Applicant Company's commitment to integrity and ethical behavior. In accordance with Whistleblower Protection regulations, the Applicant Company will not tolerate harassment, retaliation, or any type of discrimination against an employee who:

- Makes a good faith complaint regarding suspected Company or employee violations of the law;
- Makes a good faith complaint regarding accounting,

internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;

- Provides information to assist in an investigation regarding violations of the law; or
- Files, testifies, or participates in a proceeding in relation to alleged violations of the law.

Negative employment actions, discrimination, threats, and harassment as a result of an employee's decision to provide good-faith information regarding violations of the law will not be tolerated.

Anyone violating this policy will be subject to discipline, up to and including termination of employment. **CONFLICTS OF INTEREST,**

CONFIDENTIALITY & COMMUNICATIONS

Confidentiality

The Applicant Company takes the protection of confidential business information and trade secrets very seriously. To protect such information, employees may not disclose any confidential or proprietary information about the Company to any unauthorized individual.

“Confidential Information” includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences and personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

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Confidential Information also includes any information considered to be the intellectual property of the Company. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions

developed through the course of the employee's employment with the Applicant Company and as a direct result of the employee's job responsibilities with the Applicant Company

Confidential Information also applies to data and information concerning patients/customers and/or prospective patients/customers, whether or not protected by HIPAA. An employee who is also a patient/customer is covered under the HIPAA protections and the Company shall not misuse the information provided by the employee as a patient/customer or used in a patient/customer capacity.

The unintentional disclosure of Confidential Information can be just as harmful as intentional disclosure. To avoid this, an employee shall never discuss with any unauthorized person any Confidential Information about the Company. An employee should never discuss Confidential Information, even with authorized employees, when in the presence of others who are not authorized.

If an employee receives a request for Confidential Information, the employee should immediately refer the request to a supervisor. Upon separation from employment, an employee may not disclose or misuse any Confidential Information.

The unauthorized disclosure of Confidential Information belonging to the Company may subject an employee to disciplinary action, up to and including termination of employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflicts of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee, which impairs the employee's ability to exercise good judgment on behalf of the Applicant Company, creates a conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory and morale problems.

An employee involved in any type of relationship or situations described in this policy should immediately and fully disclose the relevant circumstances directly to Human Resources. the Applicant Company, may take whatever corrective action is appropriate according to the circumstances.

Conducting Personal Business

Employees are to conduct only the Applicant Company business while at work. Employees may not conduct personal business or business for another employee during their scheduled work hours. Personal business does include behavior and conduct as a patient/customer.

Electronic Communications

The Applicant Company provides employees access to various forms of electronic media, including email and the Internet. More specifically, certain employees are provided with password-protected email accounts as well as access to the Internet on their computer workstations.

Passwords and password-like devices, such as two-way authentication or single sign on, are intended to prevent unauthorized access to information and do not confer any right or expectation of privacy upon any employee of the company. All messages sent or received, including personal messages, and all data and information stored

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on the Company's system are Company property, regardless of the content. As such, the company reserves the right to access all such data and content at any time and its sole discretion.

Personal Use of Devices

It is recognized that, from time to time, employees may need to place or receive

personal phone calls during work hours. However, the number and duration of these calls should be kept to a minimum and should occur only during breaks or non-working hours. Employees should use discretion and good judgment when making personal calls so as not to disturb others.

No personal calls are permitted in situations where they would disrupt any business operations. Cell phones should be turned on silent or vibrate and kept in the employee's pocket in the work area during work time. In addition, cell phones should be turned to vibrate in meetings or other situations where noise would be disruptive.

The Applicant Company recognizes that employees might own laptops or other computing and wireless communication devices, including cell phones, text message devices and tablets that permit employees to access personal email and the Internet. The Applicant Company also recognizes that employees might have personal email accounts, blogs and various forms of social media network pages that are accessed via the Internet. These accounts should not be accessed on Company-issued equipment. While connected to the Company network, employees may not download any unauthorized content or programs.

Unauthorized Access

Attempting to gain access to computing resources without prior authorization is taken very seriously. Personal devices are not authorized to access the Applicant Company internal networks unless specifically approved by the Applicant Company Technology Department. Any of the following would be grounds for immediate termination:

- Overriding access-control devices (locks or card readers) to gain access to a secured space without consent of the space owners
- Using another employee's account or password
- Attempting to connect to data without explicit prior authorization to access
- Using a "boot disk" or USB style device to boot a device in such a way to bypass

or ignore the Applicant Company policies

- While connected to the company network employees may not download any unauthorized content or programs
- Employee are restricted from sharing any form of access codes (i.e. alarm codes, door codes)
- Sharing confidential Company information, sensitive consumer information or computer data with other employees or anyone outside of the Applicant Company
- Using any type of monitoring/capturing software on the the Applicant Company network

If any Company-owned device is stolen or lost, an employee must immediately notify the Information Technology Department and local authorities and provide a police report.

Email, voice mail and other electronic communications transmitted on the Applicant Company equipment, system or networks may not contain content that would reasonably be considered offensive, harassing or disruptive to another individual. Employees are encouraged to use good judgment if they choose to use their personal devices on Company premises. Disparaging, abusive, profane or offensive language; materials that

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might adversely or negatively reflect on the Applicant Company or be contrary to its legitimate business interests; and any illegal activities are prohibited.

ADMINISTRATIVE MATTERS

EMPLOYMENT CLASSIFICATIONS

Full-Time

Full-time employees are regularly scheduled to work greater or equal to 30 hours

per week. Generally, regular full-time employees of thirty (30) hours or more are eligible for the Applicant Company's benefits, subject to the terms, conditions, and limitations of each benefit program and any applicable legal requirements.

Part-Time

Part-time employees are regularly scheduled to work less than 29 hours per week. Regular part-time employees are not eligible at this time for some of the Applicant Company benefit programs, subject to the terms, conditions, and limitations of each benefit program and any applicable legal requirements.

Temporary

Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they are notified, by the Applicant Company Management, of a change. They are not eligible for any of the Applicant Company's benefit programs.

Inactive Status

Employees who are any type of leave of absence, work related, or non-work related, will be placed on inactive status. During the time an employee is on inactive status and subject to all applicable laws, benefits such as vacation time will not be earned. While on inactive status, the employee is responsible for making the employee portion of benefit premium payments. Human Resources will coordinate payment options with the employee as applicable. The employee's review date may also change depending on the length of inactive status.

New Hires

All new and rehired employees with the Applicant Company are subject to a 90-day introductory period. Beginning with the employees first day of work, the employee will start in the introductory period that lasts up to 90 calendar days. This period is a

time for mutual learning and evaluation, and the company will use this period to evaluate employee capabilities, work habits, and overall performance. Employees will learn what is expected of them and what level of performance and conduct is required to be successful. The period may be extended by the company if an employee misses a significant amount of time during their first 90 days, with approval from the appropriate HR partner. Introductory period employees (both exempt and non-exempt) will be terminated during their first 90 days of employment for failure to meet company standards, including but not limited to, unsatisfactory work performance or unacceptable conduct. Managers are encouraged to inform introductory period employees of conduct or performance deficiencies prior to the decision to separate the employee from the Company. This period is not a guarantee of employment for 90 days, and successful completion of the period does not alter an employee at will status and does not guarantee future employment. Employees do not receive an additional 90- day introductory period due to transfer, promotion, demotion, etc.

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PAY

Time Keeping

It is the Company's policy to comply with applicable state and federal laws that require records to be maintained of the hours worked by our employees. The Company requests that every employee accurately record time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work-related reasons.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave, military

training or any other reason must be specifically recorded by all employees.

All employees shall submit to their supervisors their time records each week for approval.

Altering, falsifying, or tampering with time records, or recording time on another employee's time record, may result in disciplinary action, up to and including termination of employment.

Meal and Rest Periods

To the extent required by any applicable state and local laws, or as otherwise established by Company policy or practice, non-exempt employees may be provided with meal and break periods.

Non-exempt employees who work more than five (5) consecutive hours per day ordinarily must be provided with a duty-free meal period lasting at least thirty (30) minutes. If such breaks are provided, non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods. If for any reason a non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately.

The Applicant Company will schedule meal and break periods in order to accommodate Company operating requirements.

Pay Day

The Applicant Company employees are paid on a Bi-weekly basis (26 times per year). In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the

employee's listed address or, upon advance written authorization, deposited directly into an employee's bank account. Employees who elect payment through direct deposit will receive an itemized statement of wages when the Company makes direct deposits.

In the event of termination of employment, the employee will receive any final pay due within the timeframe required by any applicable federal, state and local laws.

Payroll Deductions

The Applicant Company makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions. If an employee believes that an improper deduction has been made from your pay, raise the

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issue with a supervisor immediately. the Applicant Company will promptly investigate. If the investigation reveals that the employee was subjected to an improper deduction from pay, the employee will be reimbursed promptly.

Due to the cost incurred to place a stop payment and reissue a lost or damaged payroll check, account closed or wrong account number on direct deposit form, the Applicant Company will charge a replacement fee of \$35.00 in the states that this is applicable. This fee will be deducted on the following paycheck where state law allows.

Agent Cards Required by Law

All employees of the Applicant Company Medicines are required to carry a Medical Marijuana Agent Card per dispensary location dependent on position in the organization and state law. The Applicant Company will pay for your card.

In the event the employee leaves the company for any reason in the first year, the company will not refund the amounts accrued for the agent card renewal and will not deduct the remaining amount due to reimburse the company the prepaid card.

Expense Reimbursement

Expenses incurred by an employee must be approved in advance by their immediate supervisor.

Some expenses that may warrant reimbursement include but are not limited to the following: mileage costs, air or ground transportation costs, lodging, and meals used for the purpose of carrying out company business.

Employees must submit a company expense claim form with all receipts to their supervisor for approval. Questions regarding this policy should be directed to the employee's supervisor.

Personnel Data Changes

It is the responsibility of each employee to promptly notify the HR Department of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact the HR Department as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms

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- Emergency contact(s)
- Professional licenses

Employment of Relatives

Relatives of current employees will be considered for employment based on the same criteria that is applied to other applicants seeking the position.

Relatives of current employees may be hired only if the individuals concerned do not directly report to a supervisor who is a relative and the employment will not pose difficulties or otherwise create a real, potential, or apparent conflict in interest. Candidates may not become the manager of their relative or someone who is supervising their relative or work directly for their relative's immediate subordinate.

If marriage or reorganization subsequent to employment causes a conflict with this policy, the company will attempt to reassign one of the employees to another position and location for which they are qualified, if such a position is available. If no such position is available, then one of the employees may be required to leave the company within 30 days.

The decision as to which employee will leave or be reassigned will be at the sole discretion of the Applicant Company. However, the Applicant Company may, at its discretion, ask the affected employees for their opinions and/or recommendations.

the Applicant Company employees in a supervisory role may not date or have romantic/intimate relationships with employees under their direct supervision. Failure to notify Human Resources will result in discipline up to and including termination.

Outside Employment

Employees may hold outside jobs as long as the employee is not engaged in employment within our industry and/or competitive to our company.

Unless an alternative work schedule has been approved by the Applicant Company, employees will be subject to the Company's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

the Applicant Company's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

Rehire Policy

If any employee leaves the company for more than 30 days, they are considered a "Rehire." A rehire is treated as a new hire and is subject to all updated policies as well as will have the same waiting period for benefits. However, a rehire rate of pay is within the discretion of the hiring Manager.

An employee who returns within 30 days would be considered a "Reinstatement" and would be grandfathered all pay, benefits and accrued time prior to their departure.

Termination of Employment

Employees who intend to voluntarily terminate employment with the Applicant Company, shall provide the Applicant Company with at least two weeks of written notice. Such notice is intended to allow the

Company time to adjust to the employee's departure without placing undue burden

on those employees who may be required to fill in before a replacement can be found.

Employment with the Applicant Company is based on mutual consent; consequently, both the employee and the Applicant Company have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive any earned, unpaid wages in accordance with all federal, state and local laws. Employees will not be paid for accrued, unused vacation time upon termination of employment except under the limited circumstances outlined in Section 5.6 ("Vacation Pay") of this handbook or where required by state law.

Any employee who terminates employment with the Applicant Company shall return all files, records, keys, and any other materials that are the property of the Applicant Company

WORKPLACE SAFETY

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Employees must report all work-related injuries or illnesses immediately to your supervisor and to the Human Resources Department.

Persons observing a violation of this policy should bring it to the attention of their supervisor immediately. All reports will remain confidential, to the extent possible.

Drug and Alcohol-Free Workplace

The following the Applicant Company's Drug & Alcohol Abuse Policy applies to all Company employees, including management, administration, full-time, part-time

and temporary employees.

The Applicant Company is committed to maintaining a workplace free of substance abuse. No employee is allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs on any property owned by or leased on behalf of the Applicant Company, or in any vehicle owned or leased on behalf of the Applicant Company. The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. The Applicant Company will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a part of our effort to maintain a workplace free of substance abuse, the Applicant Company employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. This information should only be requested by and made available to the Human Resources department. Human resources will work with the employee and their management team on approved medical accommodations that fall within this category. Within the limits of federal, state, and local laws, the Applicant Company reserves the right to examine and test for drugs and alcohol at our discretion, within the guidelines established in this Drug & Alcohol Abuse Policy.

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Your state's Medical Marijuana Act may recognize that marijuana, if obtained in certain limited amounts and used for authorized medical purposes and/or recreational use, is a legal drug. This Drug & Alcohol Abuse Policy is intended to follow the requirements of the Act. **However, even if an employee's use of**

marijuana may be otherwise permissible under the Act, the possession, smoking or consumption of marijuana in the workplace or while on duty (defined below) is strictly prohibited. Also, notwithstanding otherwise permissible use of marijuana under the Act, being impaired (defined below) by marijuana while on or in the Applicant Company property, equipment, machinery, and vehicles or while on duty is strictly prohibited. The employee may contact the Human Resources department for further clarification on the application of this policy.

"On duty" means all working hours, as well as meal periods and break periods, regardless of whether on Company premises, and all hours when an employee represents the Company in any capacity.

The term "impairment" means symptoms that an employee may be under the influence of drugs or alcohol that may decrease or lessen the employee's performance of the duties or tasks of the employee's job position, including, but not limited to, symptoms of the employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational, or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the employee or others, involvement in an accident that results in serious damage to equipment, machinery or property, disruption of a production or manufacturing process, any injury to the employee or others or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

The term "safety sensitive" means any job designated by the Company as a safety-sensitive position or any job that includes tasks or duties that the Company in good faith believes could affect the safety or health of the employee performing the task or others.

The Company may exclude an employee from performing a safety sensitive position

if the use of a legal drug could cause an impairment or otherwise decrease or lessen the employee's job performance or ability to perform the employee's job duties.

The Company may require employees and applicants to provide urine, blood, breath, and/or other samples for testing for drug and alcohol.

Such testing may be conducted under any of the circumstances identified in this Drug & Alcohol Abuse Policy.

Failure to report the legal use of a drug that may pose a safety risk to the employee or to others may result in disciplinary action. Improper use of "legal drugs" or working while impaired due to the use of legal drugs is prohibited and may result in disciplinary action up to and including termination.

Employees who refuse to cooperate in required drug or alcohol impairment tests, or who test positive for illegal drugs or alcohol impairment, or who use, possess, buy, sell, manufacture or dispense illegal drugs are in violation of this policy and will be subject to disciplinary action, up to and including termination of employment.

As a condition of employment with the Applicant Company, employees must comply with this Drug & Alcohol Abuse Policy. Be advised that no part of this Drug & Alcohol Abuse Policy shall be construed to alter or amend the at-will employment relationship between the Applicant Company and its employees.

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Employees found in violation of any portion of this policy may be subject to disciplinary action, up to and including termination of employment.

Smoking

The purpose of this Smoking policy is to accommodate and foster a healthy, comfortable, safe and productive work environment for all employees, guests, and

invitees. The Applicant Company maintains a smoke free and tobacco-free office. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, vaping, e-cigarettes or chewing tobacco) is permitted in any part of the building or in vehicles owned, leased, or rented by the Company. Employees may only smoke outside in designated areas and only during scheduled breaks. This policy applies to all employees, clients, contractors and visitors when smoking or otherwise using tobacco or similar products outside.

Employees and others may not leave cigarette butts or other traces of litter or tobacco use on the ground or anywhere else. No additional breaks beyond those allowed under the Company's break policy may be taken for the purpose of using tobacco or similar products. Excessive use of breaks is an attendance violation and may result in further disciplinary action up to and including termination. Employees and others must dispose of any litter properly in the receptacles provided for that purpose.

All employees are expected to abide by this policy in all respects while at work, whether on Company property or while in transit between work locations or assignments. Employees using tobacco products in non-designated smoking areas will be disciplined, up to and including termination.

Security

The purpose of the Applicant Company's security policy is to protect Company assets and to maintain a safe working environment for all employees.

Facility Access

Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible. Upon separation from the Applicant Company, and at any other time upon the Applicant Company's request, all keys must be returned to your supervisor.

Closing Procedures

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from their supervisor or in emergency situations.

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WORKPLACE GUIDELINES & EXPECTATIONS***Employee Performance***

Each year, the Applicant Company will attempt to conduct a formal performance review between an employee and their immediate manager. The review typically occurs near the employee's anniversary date or on an annual basis as designated by the employee's department at minimum. When performance is not up to the Company's standards, immediate corrective action may be required. Depending on the performance problem, this corrective action may come in a variety of forms, including coaching, training, written warnings, suspension or immediate termination of employment.

Standards of Conduct

All employees are expected to accept certain responsibilities, follow acceptable

business principles in matters of conduct and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves or coworkers. Employee conduct reflects on the Company and consequently, the Applicant Company encourages all employees to observe the highest standards of professionalism at all times.

Like all other organizations, the Applicant Company requires order and discipline to succeed and to promote efficiency, productivity and cooperation amongst employees. For this reason, it may be helpful to identify some examples of types of conduct that are prohibited and that may lead to disciplinary action, possibly including immediate discharge. While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including, immediate termination of employment:

- Falsifying employment records, employment information or other company records (Note: “employment information” includes social security numbers and any other documentation used to verify identity and ability to work in the United States)
- Dishonesty, including the falsification or misrepresentation on an application for employment or other work records; falsifying reason(s) for a leave of absence or other data requested by the company; alteration of Company records and other Company documents.
- Disclosing confidential financial data, or other non-public proprietary company information. Sharing confidential information regarding business partners, patients, vendors or customers; working for a competing business while a Company employee, breach of confidentiality of personnel information.
- Misuse of patient records causing a HIPAA violation.
- Unauthorized use of Company equipment, time, materials or facilities

- Theft and deliberate or careless damage or destruction of and Company property or the property of any employee or inappropriate removal/possession of property
- Fraudulent timekeeping, such as time theft, recording the work time of another employee, falsifying a timecard or allowing other employees to record your work time
- Reporting to work while intoxicated or under the influence of an illegal substance, possession, distribution, sale, transfer, or use of alcohol or illicit drugs in the workplace* Please refer to the Company's Drug & Alcohol Abuse Policy included in this handbook for further guidance.
- Provoking a fight or fighting on Company property and/or threatening violence in the workplace • Threatening, abusing, or harassing any employee or other business contact, whether verbally or physically

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- Failure to work in a cooperative manner with management/supervision, co-workers, customers and vendors; failure to abide by company policies and to cooperate fully in any investigation that the company may undertake
- Making false and/or derogatory comments about co-workers, spreading malicious gossip and/or rumors • Retaliating in any way against other employees for exercising any rights guaranteed to that employee by law or by Company policy
- Boisterous or disruptive activity in the workplace, including horseplay
- Carrying firearms or any other dangerous weapons on Company property or at any Company sponsored events, or any time
- Engaging in criminal conduct that may tarnish the reputation of the Applicant Company whether or not related to job performance
- Negligence or improper conduct leading to damage of company-owned or

- customer-owned property • Violation of safety or health rules
- Intentionally or habitually violating any safety policies, requirements or laws, or otherwise placing any person's health or safety in jeopardy.
 - Violating the Company's anti-harassment policy, which includes any act of unlawful harassment, sexual, racial, or other; telling sexist or racist jokes; making racial or ethnic slurs
 - Obscene or abusive language toward any employee, vendor, patient or customer; indifference or rudeness towards a patient, customer, fellow employee or vendor; any disorderly/antagonistic conduct on Company premises
 - Excessive absenteeism or any absence without notice
 - Failing to notify a manager when unable to report to work
 - Unreported absences of three consecutive scheduled workdays
 - Failing to observe working schedules, including rest and lunch periods
 - Working overtime without authorization or refusing to work assigned overtime
 - Insubordinate behavior to members of management
 - Committing a fraudulent act or breach of trust under any circumstance
 - Sleeping or malingering on the job
 - Unauthorized use of telephones, computers, or other company-owned equipment

This list is not exhaustive and other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If an employee has questions regarding the Applicant Company's standards of conduct, please direct them to the appropriate supervisor.

Code of Ethical Conduct

The Applicant Company is committed to maintaining the highest ethical standards in all of our business dealings and relationships. This commitment to ethical conduct starts at the highest levels of the organization and extends to every employee.

Hours of Operation/Work Schedules

Hours may vary by location. This excludes holidays recognized by the Applicant Company

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week. The Company reserves the right to alter or change schedules at any time.

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At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by the Applicant Company management.

When a decision is made to close the office, employees will receive official notification from their supervisor. ***Punctuality and Attendance Policy***

We do our best to arrange schedules that accommodate the hours and specific days employees prefer to work. However, the hours that the Applicant Company requires employees to work may vary depending on many factors, including the number of people needed to best assist customers.

- Employees are expected to report to work on time and be prepared to work as scheduled
- Employees are expected to remain at work their entire scheduled work shift, except for meal periods
- Late arrivals, early dismissals or other unanticipated and unapproved absences are disruptive and cause an undue burden on fellow employees
- A pattern of attendance issues, including tardy absences, may be escalated and handled separately from this guideline at the discretion of the Company
- If an employee fails to report to work without appropriate notification of

absence for a period of three scheduled days, management will assume that the employee has abandoned their employment and process a voluntary termination.

If an employee is going to be late or absent from work, that employee must personally call the store location with notification of the estimated time of arrival and a valid reason for absence or late arrival. This must be acknowledged and documented by a management team member; it is not acceptable to relay the message through a peer. Absences should be reported at least one hour before the employee is scheduled for work. Employees who are frequently late or absent without approval are at risk of disciplinary action, up to and including termination.

Sick time must be used to cover all sick time requested, once sick time balance is exhausted the employee will use unpaid time off. If unpaid time off is used in excess, Human Resources, management and the employee will review the employment status to determine if a leave of absence is necessary or a separation of employment.

Absences related to an approved leave are exempt from this policy. All leave of absences must be coordinated with Human Resources. Management may not approve a leave of absence without HR consent.

Employees who are going to be absent for more than one day shall contact their supervisor each day. The Applicant Company reserves the right to ask for a physician's statement in the event of a long-term illness (3 consecutive days), or multiple illnesses or injuries.

A pattern of attendance issues including tardy or absences for any other purpose may be escalated and handled separately from this guideline at the discretion of the Company, up to and including termination. Nothing in this policy shall preclude the Applicant Company from evaluating an employee's pattern of attendance and absence for any other purpose and to take whatever action the Applicant Company,

in its sole discretion, deems appropriate.

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Dress Code

Because each employee is a representative of the Applicant Company in the eyes of the public, all employees must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress in a manner consistent with the nature of the work performed, image of the Company and Company branding. We strive to provide a professional environment for our patients.

Patient Service Providers in each of our dispensaries will be provided shirts to wear while working in the dispensary.

The following list is a list of appropriate clothing and attire guidelines:

periods of time (i.e. BOGO's or other limited time discounts).

Dispensary Employees:

- Company branded lanyard with Agent Card badge attached
- Company branded t-shirt (Company branded sweater, sweatshirt or hoodie during winter months)
- Pants/jeans
- Shorts are acceptable (must not be distressed or torn, no cargo shorts, must have standard pockets, shorts must reach the end of employee's fingertips)
- Skirts are acceptable (must reach the end of employee's fingertips)
- Tennis shoes or sneakers are acceptable (must be not be distressed or torn)

Not Permitted:

- Hats, beanies
- No vulgar or offensive visible tattoos
- No sunglasses

- No soiled, ripped or sagging clothing
- No cargo pants/shorts, spandex
- Tube tops (women) / tank tops (men)
- No sweatpants, jogging pants, jogging suits, athletic shorts or basketball shorts
- No leggings, yoga pants or spandex
- Open toed shoes/sandals/flip flops
- No personal t-shirts, jackets or sweatshirts – only Company branded merchandise

All employees are required to follow the Applicant Company's Dress Code. Certain employees may be required to wear safety equipment or clothing. Reasonable accommodations may be made regarding religious beliefs or persons with disabilities.

Due to business necessity, or changes in the Company image or branding, the Applicant Company reserves the right to alter the Dress Code policy at any time.

Telephone Usage

The Applicant Company telephones are intended for the sole use of conducting company business. Personal use of the Company's telephones and individually owned cell phones during business hours is prohibited except in emergencies. In addition, long distance phone calls which are not strictly business-related are expressly prohibited.

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Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Cell Phone Policy

Dispensary Employees:

- All Patient Service Provider staff must keep personal cell phones put away while on shift. (Cannot be in hand, must be kept in locker or in pocket, not to be removed until break time). If you have an emergency, please inform management that you need to take or make a call.
- Staff members with children may keep their phones on them at all times but must inform a manager if they need to step out and answer/make a call.
- Failure to comply with the cell phone policy will result in a write up, up to and including termination.

Where job or business needs demand immediate access to an employee, the Company may issue a business cell phone to an employee for work-related communications. In order to protect the employee from incurring a tax liability for the personal use of this equipment, such phones are to be used for business reasons only. Phone logs will be audited regularly to ensure no unauthorized use has occurred.

Employees in possession of company equipment such as cellular phones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested (i.e. 24 hours) may be expected to bear the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Personal Property

Employees should use their discretion when bringing personal property into the workplace. The Applicant Company assumes no risk for any loss or damage to

personal property.

Additionally, employees may not possess or display any property that may be viewed as vulgar, harassing or offensive on the Applicant Company premises.

Use of Company Property

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of the Company and is subject to reassignment and/or use by the Company without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

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Company property is not permitted to be taken from the premises without proper written authority from company management.

All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee.

The Applicant Company has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

Company Supplies

Only authorized persons may purchase supplies in the name of the Applicant Company. No employee whose regular duties do not include purchasing shall incur any expense on behalf of the Applicant Company or bind the Applicant Company by any promise or representation without express written approval.

TIME OFF AND LEAVES OF ABSENCE***Holiday Pay***

the Applicant Company's recognizes the following holidays listed below:

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Full Time Non-Exempt Hourly (current, active employees not on a leave of absence or inactive status) employees of the Applicant Company will receive 8 hours of holiday pay for each designated Company holiday that the corporate office is closed; in the event that they are an active employee during the week of the holiday and work the day before/the day after – if they are normally scheduled to do so, with the exception of pre-approved PTO. In addition, if such employees also work on the Company Holiday, they will receive their current regular rate of pay for any hours worked on any holiday listed on the companies paid holiday list upon approval of their manager.

Vacation

The Company recognizes the importance of vacation time in providing rest, recreation and personal enrichment. The anniversary of the employee's hire date will determine the carryover date and the beginning of the new accrual cycle, and not the calendar year.

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Regarding the use of vacation time

All vacation requests must be submitted at least one (1) week in advance for all anticipated absences. If in fact you know more than one (1) week in advance the time you would like off, please put in a request as soon as possible. Vacation requests may be granted on a first come first-served basis, must be approved by a manager and is conditional upon enough staff coverage and accrued PTO hours to cover the time off. Lack of preapproval for PTO use may result in leave without pay.

Vacation pay will accrue to the employee as follows:

<u>Tenure Hourly Accrual</u>	<u>Salary</u>	<u>Total Max Accrual Rates</u>
	<i>*per Regular Hours Worked</i>	<i>Period</i>
<u>Rate</u>	<u>Accrual Rate</u>	<i>*per Pay</i>

Day 90 up to Year 2: 0.0192 1.5360 40 Hours Capped @ 80 hour's carry-over to following year.

After 2 Years: 0.0384 3.0720 80 Hours Capped @ 160 hour's carry-over to the following year.

After 6 Years: 0.0576 4.6200 120 Hours Capped @ 240 hour's carry-over to the following year.

Salary contract employees will accrue vacation time as per their employment agreement

and can carry-over 1 year's accrued vacation hours to the following year; capped at two times their yearly contracted vacation hours.

Accrual and Carryover

Employees begin accruing vacation when they first begin work for the Company.

Employees may use their vacation at any time after the first 90 days of employment.

Employees may generally carry over vacation days from one year to the next. However, to encourage employees to use vacation, there is a cap on the amount of vacation that can be accumulated. Vacation accrual is capped at two times an employee's annual vacation accrual rate. Once the cap is reached, an employee will not be able to accumulate any more vacation until some of it is used and drops below the cap. After vacation goes below the cap, employees can begin accruing vacation again.

Accrued Vacation benefits cannot be converted into cash payment, unless employment is terminated, but must not carry over for more than the following year. Vacation should be scheduled with the scheduling manager preferably one month, and at minimum at least two weeks in advance, but can also be used to cover time off due to sickness.

Upon termination of employment with the Company for any reason, employees will be paid for any accrued, unused vacation leave per the applicable state law.

For purposes of this vacation carryover allowance, the anniversary of the employee's hire date will determine the carryover date and the beginning of the new accrual cycle, and not the calendar year. Please contact your supervisor or the Human Resources Department with any questions regarding this Vacation Pay policy.

Sick Pay

Employees will accrue one hour of paid sick time for every 30 hours worked. Employees who are exempt from the federal Fair Labor Standards Act's overtime requirements (e.g., salaried exempt managers, professionals, administrative employees, or outside salespeople) are presumed to work 40 hours per week for accrual purposes, except for weeks in which they work less than 40 hours, in which case their paid sick time accrued

based on the actual number of hours worked. Employees may only accrue or use 40 hours of paid sick time per year.

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Employees may use accrued paid sick time after 90 calendar days after the start of employment. Employees may roll over 40 hours of sick time from year to year.

Upon termination of employment sick pay will not be paid out.

Bereavement Leave

All Full Time, active employees are eligible to take up to 3 days (24 hours total) Bereavement Leave within a calendar year.

An employee who wishes to take time off due to the death of a family member should notify his or her supervisor and/or the Human Resources Department as soon as possible. If an employee leaves work early on the day he or she is notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available vacation or sick time for additional time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials.

Family and Medical Leave Act

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides information regarding FMLA eligibility and administration. Questions regarding FMLA should be directed to the Human Resources Department.

Eligibility Requirements

Employees eligible for leave under the FMLA are those who: (1) have worked at least 12 months for the Applicant Company; (2) have worked for at least 1,250 hours during the 12-month period immediately preceding the start date of the requested leave; and (3) are employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Basic FMLA Entitlement

The FMLA grants up to 12 weeks of unpaid leave to eligible employees for the following reasons: (1) to care for the employee's child following birth or placement for adoption or foster care; (2) to care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition; (3) for the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; or (4) because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter, or parent is a covered military member who is a member of a regular component of the Armed Forces on active duty or who has been notified of an impending call or order to active duty status for deployment to any foreign country in the regular or reserve components of the Armed Forces, including the National Guard or Reserves.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing all or some of the functions of the employee's job, or prevents the qualified

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family members from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to

pregnancy or for prenatal care, or incapacity due to a chronic condition.

Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Additional Military Family Leave Entitlement

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member, shall only be available during a single-12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member. A covered service member means a member of the Armed Forces, including a member of the National Guard or Reserves, and/or a veteran of the Armed Forces, including a veteran of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. Such a veteran is considered a covered service member if he/she was a member of the Armed Forces, including the National Guard and Reserves, at any time during the five-year period preceding the date on which the veteran undergoes medical treatment, recuperation or therapy. A covered service member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces or if he/she has an injury or illness that was incurred before the covered service member's active duty and was aggravated by service in the line of duty while on activity duty; provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating. A serious injury or illness of a veteran is further defined to encompass an injury or illness incurred in the line of duty while on active duty, or which existed prior to active duty but was aggravated by service in the line of duty while on active

duty, and that manifested itself either before or after the covered service member became a veteran.

Intermittent Leave and Reduced Leave Schedules

FMLA usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.

Protection of Group Health Insurance Benefits

During FMLA, eligible employees are entitled to receive Group health plan coverage on the same terms and conditions as if they had continued to work. Employees will be responsible to pay their portion of any premiums that were previously taken as a payroll deduction from their paycheck.

Restoration of Employment and Benefits

At the end of FMLA, subject to some exceptions including situations where job restoration of “key employees” will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as “key employees”, if it intends to deny reinstatement, and of their rights in such

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instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA.

Notice of Eligibility for, and Designation of, FMLA

Employees requesting FMLA are entitled to receive written notice from the Applicant Company telling them whether they are eligible for FMLA and, if not eligible, the reasons why they are not eligible. When eligible for FMLA, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA

qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Applicant Company may retroactively designate leave as FMLA with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Applicant Company and the employee can mutually agree that leave be retroactively designated as FMLA.

Notice of the Need for Leave

Employees who take FMLA must timely notify the Applicant Company of their need for FMLA. The following describes the content and timing of such employee notices.

Content of Employee Notice

To trigger FMLA protections, employees must inform the Human Resources Department of the need for FMLA qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA, the leave may be denied. When employees take sick leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA.

Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case.

Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA delayed or denied.

Medical Certifications

All employees are required to submit medical certifications supporting their need for FMLA-qualifying leave. It is the employee's responsibility to provide the Applicant Company with timely, complete and sufficient medical certifications. Employees must provide the requested certifications within 15 calendar days following the Company's request, unless it is not practicable to do so. The Applicant Company may deny FMLA to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees

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provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins.

Certifications Supporting Need for Military Family Leave

Upon request, the first time employees sick leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: (1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Applicant Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member.

Substitution of Paid Leave for Unpaid FMLA

Employees must use any sick time and accrued paid time while taking unpaid FMLA. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA; the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness may run concurrently with any FMLA entitlement.

Coordination of FMLA with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA is either not available or exhausted, please contact the Human Resources Department.

Parental Leave- Massachusetts Only

After successful completion of their 90-day probationary period, all the Company's employees are entitled to take eight weeks unpaid parental leave for the birth or adoption of a child. Employees must provide at least two weeks' notice of their anticipated departure and return dates, where practicable.

Lactation Breaks

The Applicant Company accommodates employees who wish to express breast milk during the workday by providing reasonable break time. A designated room or, if applicable, the employee's office, may be used for this purpose.

To the extent possible, lactation breaks should run concurrent with employees' regularly scheduled rest and meal period. If the lactation break time cannot run concurrently with

break and meal periods already provided to the employee, the break time will be unpaid. For questions regarding this policy, please contact the Human Resources Department.

Military Leave

The Applicant Company proudly grants employees time off of work for service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

All employees requesting time off for military service must provide advance notice of military service to their

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immediate supervisor, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Continuation of health insurance benefits are available during military leave subject to the terms and conditions of the Group health plan and applicable law.

Employees are eligible for re-employment for up to five (5) years from the date their military leave began. The period an individual has to make an application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the service member must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service.

Employees who qualify for re-employment will return to active employment at a pay level and status equal to that which they would have attained had they not entered military service. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Questions regarding this policy should be directed to the HR Department.

Jury Duty

The Applicant Company encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either the Applicant Company or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Non-exempt employees will not be paid for the time they are absent from work for jury duty, though they may (but are not required to) use accrued vacation time on those days. No employee will lose vacation or seniority rights while serving jury duty.

Exempt employees will be paid for time they are absent from work for jury duty to the extent required by federal law; any compensation received from serving jury duty will be deducted from the exempt employee on the days served and paid for by the company.

Should any discrepancies arise between the material contained in this section of the handbook and state law where the employee's work is being performed, state law shall be followed.

Voting Leave

The Applicant Company requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee may be eligible for time off to vote.

The Applicant Company may specify the hours during which the employee may take leave to vote. Such time will generally be limited to the beginning or end of a working shift unless

otherwise mutually agreed.

If there are fewer than four consecutive hours between the opening of the polls and the beginning of an employee's workday or between the end of an employee's workday and the closing of the polls, an employee may take up to

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three hours of paid leave to vote on Election Day. The amount of paid leave will depend on the regularly scheduled starting and/or ending time of the employee's workday.

To the extent possible, employees must notify the Company of their need for leave prior to the day of the election.

Employees must be prepared to provide the Applicant Company with certification, such as a voter's receipt, to prove that he or she voted.

Workers Compensation

Employees who are injured on the job at the Applicant Company are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Employees who sustain work-related injuries or illnesses must notify their supervisor immediately so that the Applicant Company can notify the workers' compensation insurance carrier as soon as possible.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with the workers' respective state compensation laws. This protection is paid for in full by the Applicant Company. No premium is charged for this coverage and no individual enrollment is required. The Applicant Company will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the HR

Department to obtain the required claim forms and instructions.

EMPLOYEE BENEFITS

Employee Insurance Benefits

Employee insurance benefit package is available to all employees working 30 hours or more per week and or 130 hours per month. The Company covers a significant portion of the cost of an individual employee health insurance benefit for the basic Blue Cross/Blue Shield individual health care plan. Dental, Vision, Accident, Critical Illness, Identity Theft, Legal Shield and Voluntary Life is also available to the employee at their expense / extra cost. See Employee Benefits booklet for detailed information on coverage options available.

Employee Discounts

Employees shall receive a discount of all employee/patient purchases throughout our dispensaries. Employee discounts shall not be stacked with any other discounts, including special vendor pricing for limited periods of time (i.e. BOGO's or other limited time discounts).

DISCLAIMER

This handbook represents an overview of the human resources policies, rules, guidelines, and procedures. of the Applicant Company and is provided as a matter of information only. The contents of this handbook serve only as guidelines and supersede any prior handbook. Should any discrepancies arise between the material contained in this handbook and state law where the employee's work is being performed, state law shall be

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followed. With the exception of the Applicant Company's policy of at-will-employment, the policies, rules, guidelines and procedures represented in this handbook are subject to change, suspension or cancellation, in whole or in part, at any time, at the discretion of the management of the Applicant Company

Employee Acknowledgement of Handbook

I acknowledge that I have received and reviewed the Applicant Company Employee Handbook (the "Handbook") and I understand the policies and requirements that are contained in it. I understand and recognize that there may be changes from time to time to the information, policies, and benefits in the Handbook. I understand that the Applicant Company may add new policies to the Handbook as well as replace, change, or eliminate existing policies at any time. I understand that I will be told about any Handbook changes and I understand that Handbook changes can only be authorized by the Applicant Company management. I understand that state or federal laws may supersede the policies and requirements that are contained in this Handbook.

I understand that I became an employee of the Applicant Company voluntarily. I understand and acknowledge that there is no specified length to my employment and that my employment is at-will. I understand and acknowledge that "at-will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at-will" means that the Applicant Company may terminate my employment at any time, with or without cause or advance notice, as long as the termination does not violate federal or state laws.

I understand that it is my responsibility to read and comply with all policies and requirements included within the Handbook. I further understand that I should consult my supervisor regarding any questions I may have.

Employee Signature

Employee signature *Date*

Printed Name

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Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 37 – Secure Transport Drivers

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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Artemis Agricultural Industries Incorporated

Integrated Facility

Business License Applicant Name

License Type

Secure Transport Driver Information

Secure Transport Driver Name

Date of Birth

SSN

Driver's License Information

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

Peter DeLeonardis

Printed Name of Verifying Individual

Peter N. De Leonardis

Digitally signed by Peter N. De
Leonardis
Date: 2022.12.30 08:18:51 -06'00'

Signature of Verifying Individual

Chief Strategy Officer & Secretary

Title of Verifying Individual

12/30/2022

Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Artemis Agricultural Industries Incorporated

Integrated Facility

Business License Applicant Name

License Type

Secure Transport Driver Information

Secure Transport Driver Name

Date of Birth

SSN

Driver's License Information

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): [] Citation [] Fine [x] Violation

Overweight

State Police Colorado

Violation/Charge

Issued By

2020

Lamar

Colorado

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): [] Citation [] Fine [x] Violation

Overweight

State of Oklahoma

Violation/Charge

Issued By

12/2021

Sallisaw

Oklahoma

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): [] Citation [] Fine [] Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

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Violation/Charge

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Business License Applicant Name

License Type

Secure Transport Driver Information



Secure Transport Driver Name

Date of Birth

SSN

Driver's License Information



Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

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Type (select all that apply): [] Citation [] Fine [] Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): [] Citation [] Fine [] Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): [] Citation [] Fine [] Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

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Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

N/A

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

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Disposition/Amount

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Printed Name of Verifying Individual

Peter N. De Leonardis

Digitally signed by Peter N. De
Leonardis
Date: 2022.12.30 08:18:51 -06'00'

Signature of Verifying Individual

Chief Strategy Officer & Secretary

Title of Verifying Individual

12/30/2022

Verification Date

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 38 – Driver’s 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

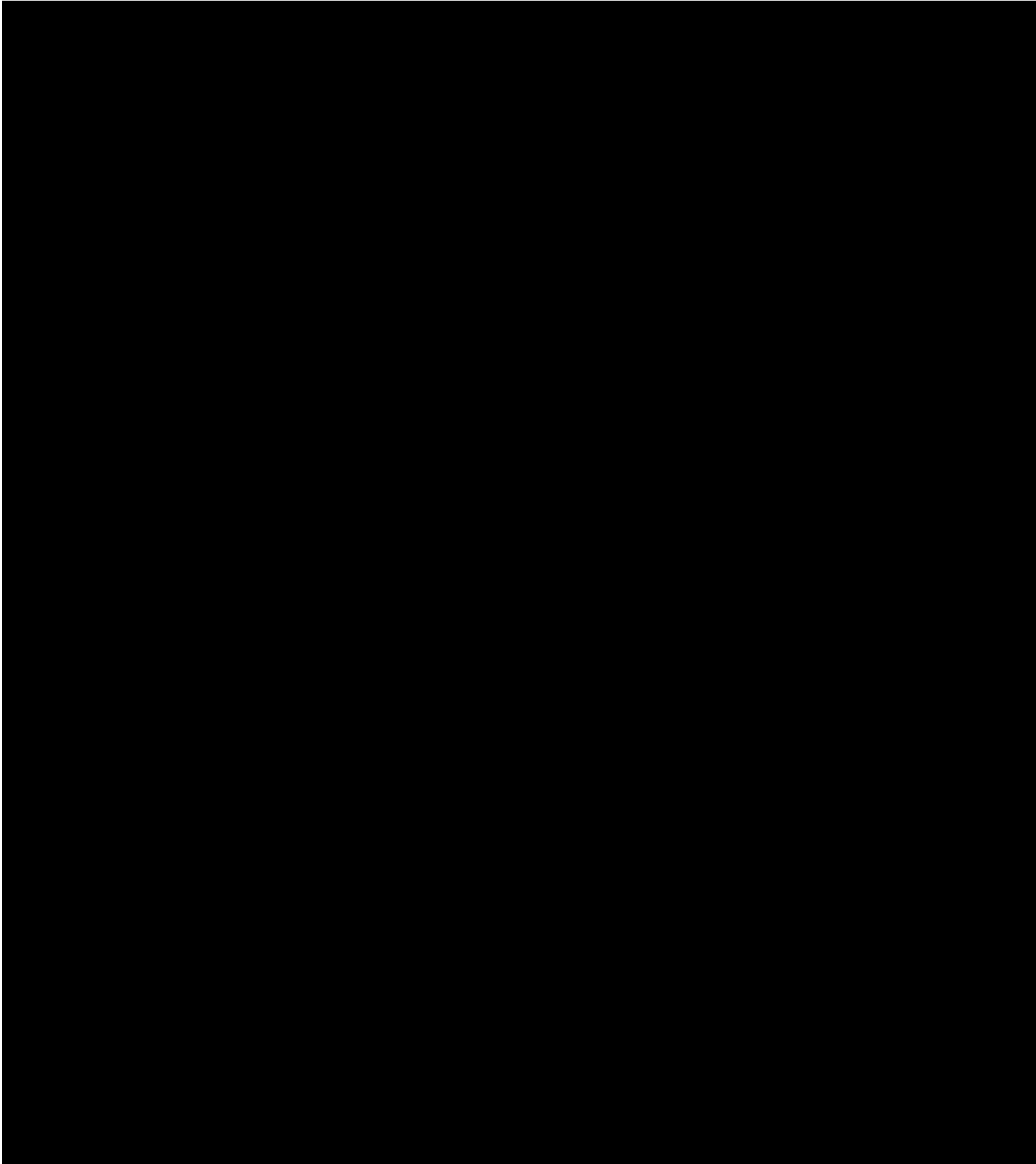
Title of Verifying Individual

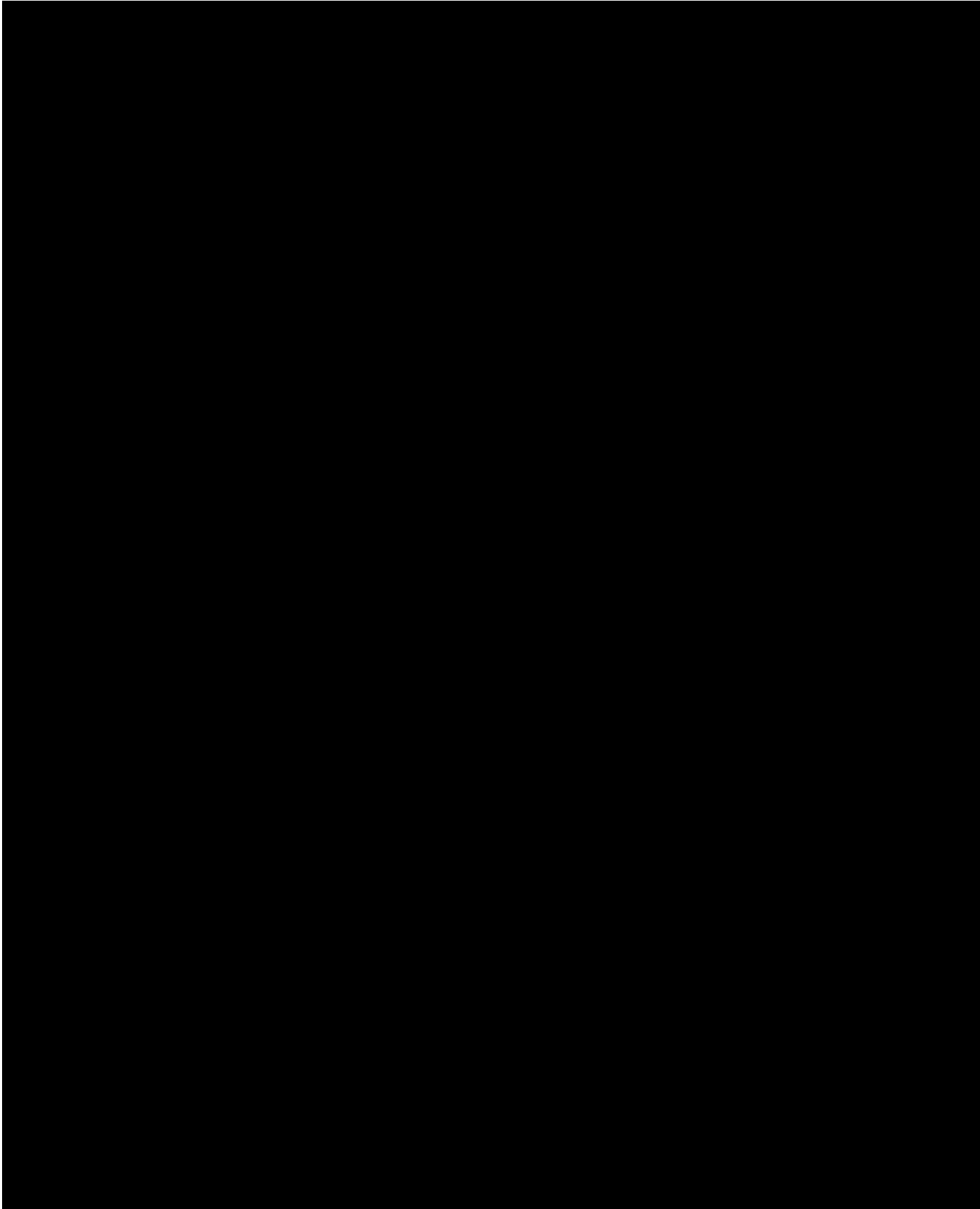
12-29-2022

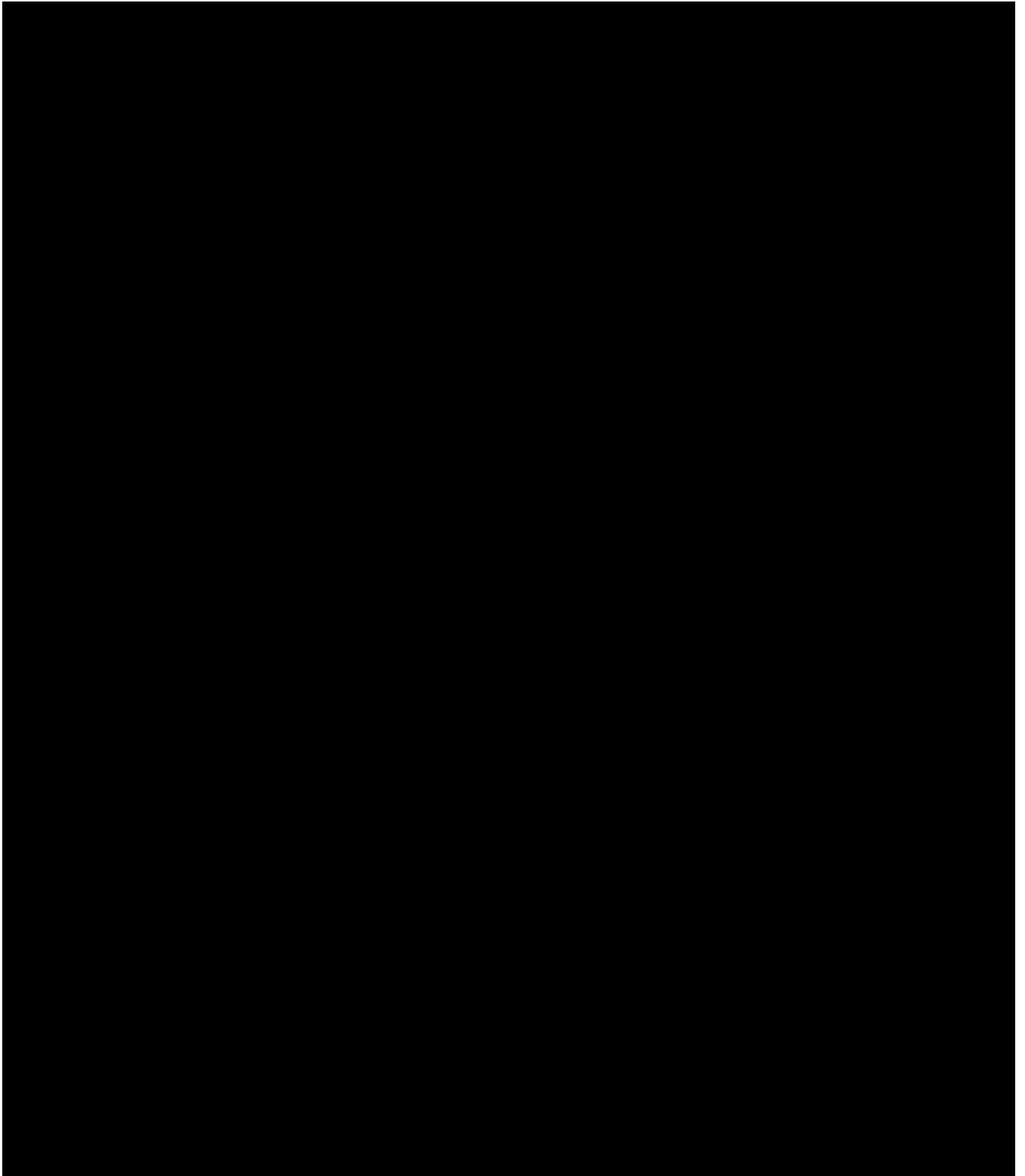
Signature of Verifying Individual

Verification Date

Drivers Procedures







Redactions Attestation

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Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 39 – Quality Control and Quality Assurance Plan

Verification

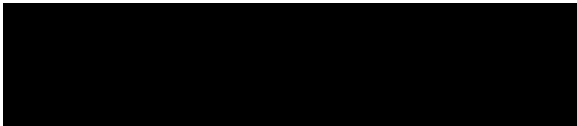
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Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual



12-29-2022

Signature of Verifying Individual

Verification Date

39.2 Testing

All Testing mentioned above and all testing will be done at a State Certified testing facility.

39.3 Return and Remediation

In the case of a failed testing sample all affected, or potentially affected, kits and any other stocks or materials shall be securely segregated and effectively quarantined so as to be sure they cannot be dispatched.

All batches will be retested and if deemed a failure will be destroyed according to the destruction standards. The progress of the recall shall be recorded in the Seed-to-sale system and monitored by QA and management, so that the quantity of goods returned can be reconciled against the amount produced, distributed, and still held in stock.

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 40 – Contamination and Recall 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

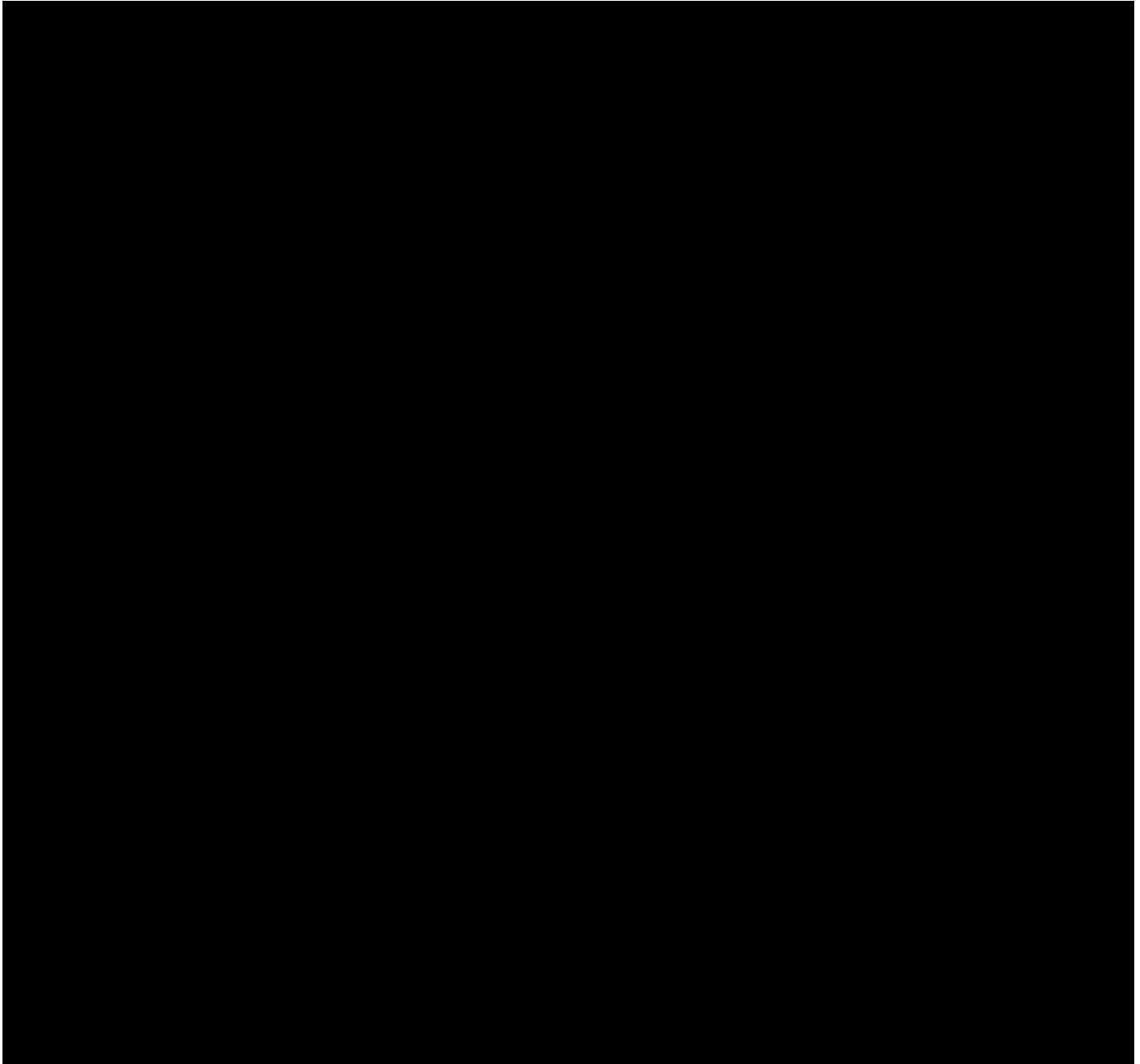
Printed Name of Verifying Individual

Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date



40.6 – 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.

Once it has been determined a product is to be recalled, after thorough investigation, notify the Commission immediately by phone if a mandatory recall is warranted, within 24 hours of the determination, but as soon as possible.

40.7 – Steps to be taken to avoid further contamination, to preserve and protect uncontaminated cannabis or medical cannabis products, and to ensure access to said products by those who depend on it.

Secure, isolate, and prevent the distribution of all materials that have been affected. Then test any other batches again to determine that those products have not been affected.

40.8 – Investigation and analysis of the factors that led to the unsafe condition requiring the recall, and any adjustments to internal protocols and processes to avoid recurrence.

A thorough investigation will be undertaken after a recall. Any Operating procedures that led to the problem will be corrected immediately so as to avoid future problems and all staff will be educated on the issues found during said investigation.

Redactions Attestation

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Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 41 – Marketing and Advertising Plan

Verification

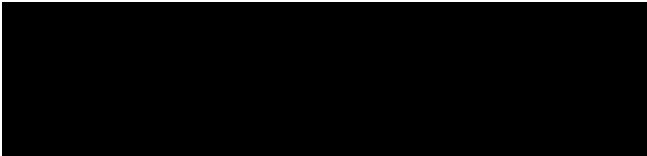
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

Title of Verifying Individual



12-29-2022

Signature of Verifying Individual

Verification Date

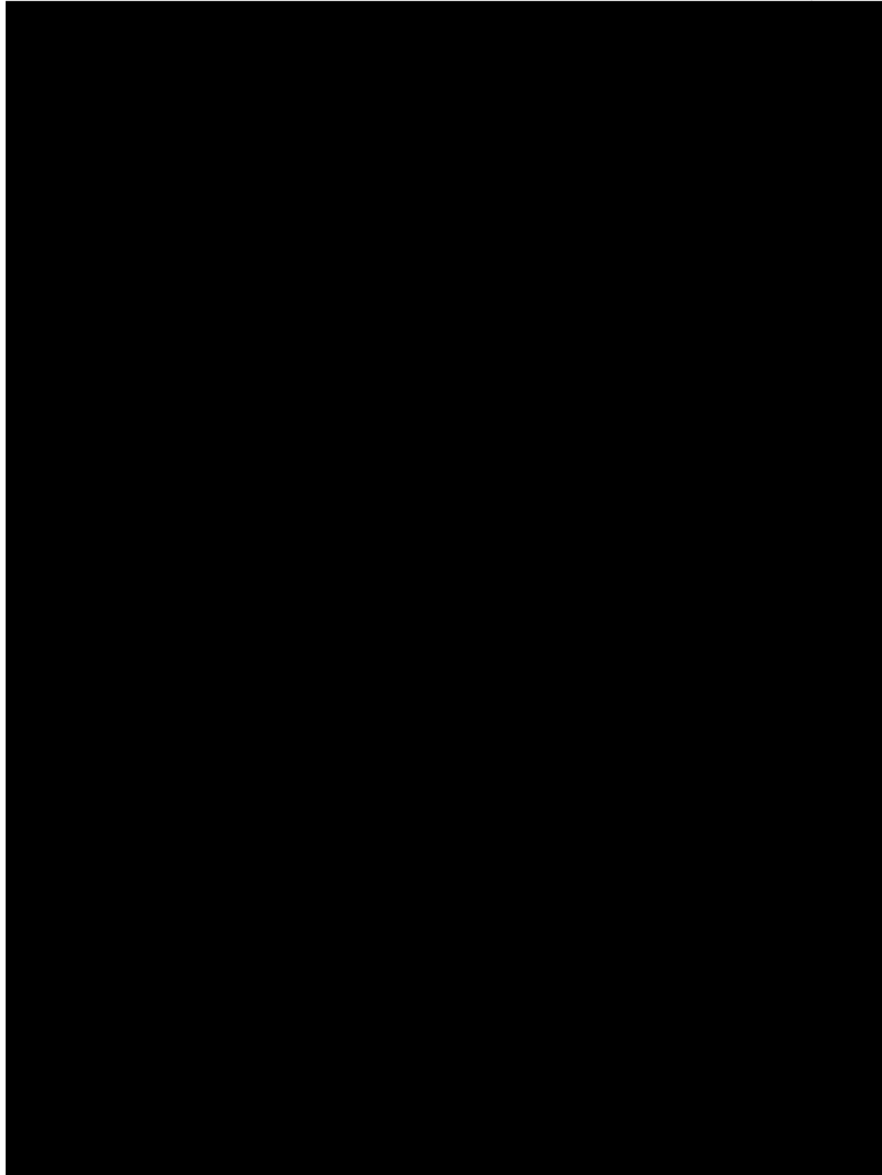
41.1 Proposed Logos, and Marketing Displays.

Logos and Video Monitor Displays in house Examples

Attached Below : Attachments 1,2,3,4

COMPANY LOGO

Attachment 1



VIDEO MONITOR DISPLAY

Attachment 2



VIDEO MONITOR DISPLAY

Attachment 3



VIDEO MONITOR DISPLAY

Attachment 4



41.2 Specific Media Outlets

The Applicant plans to contract with the following agency's in order to promote retail product awareness Weedmaps and leafly. We also will promote our own products internally on viewing display monitors throughout the retail locations, instagram, and the company website.

41.3 The Identity of a third party identity who will play a role in marketing

The Applicant has an exclusive contract with Kush Cups Inc. Kush Cups will be promoting the advertising efforts of The Applicant across all of their media outlets.

41.4 Virtual renderings of all packaging to be provided by the applicant demonstrating the size, color, logo, artwork, or statements appearing on the packaging, as well as all the child-resistant, tamper-evident, or other safety features, demonstrating conformity with the Act and the AMCC Rules.

Product Packaging

Attached Below- Third Party packaging examples Attachment A,B, C, F

Attachment A



CUSTOMER: Kush Cups
DESCRIPTION: 12oz Coffee bag
DATE: 7/7/2022
WIDTH: 5"
HEIGHT: 7.5"
GUSSETS: 3" (sides, bottom)
MATERIAL: 4mil Food grade metallized
COATING: Flood Matte
FEATURES: Tear Notches, CR Zipper, Top Fill, Air valve
PRINTER: Roto

INK COLORS:

- Cyan
- Magenta
- Yellow
- Black
- Dieline (Does not print)

- PANTONE 611 C
- PANTONE 4224 C
- PANTONE 649 C
- PANTONE 1665 C



Product Packaging

Attachment B



CUSTOMER: Kush Cups
DESCRIPTION: 1pk 10mg pouch
DATE: 7/6/2021
WIDTH: 4.9213"
HEIGHT: 4.5276"
GUSSET: 3" (bottom)
MATERIAL: Food Grade 4mil Silver PTR/VMPET/PE Silver Foil
COATING: Flood Matte
FEATURES: Top Fill
PRINTER: Roto

INK COLORS:

 Cyan	 PANTONE 4224 C
 Magenta	 PANTONE 2925 C
 Yellow	 PANTONE 611 C
 Black	 PANTONE 649 C
 Dieline (Does not print)	



BOTTOM GUSSET



GS

Product Packaging

Attachment C



CUSTOMER: Kush Cups
DESCRIPTION: 12oz Coffee bag
DATE: 9/7/2021
WIDTH: 5"
HEIGHT: 7.5"
GUSSETS: 3" (sides, bottom)
MATERIAL OUTSIDE: 4mil
 Food grade metallized
COATING: Flood Matte
FEATURES: Tear Notches, CR Zipper, Top Fill, Air valve
PRINTER: Roto

INK COLORS:
 Cyan PMS 611 C
 Magenta PMS 4224 C
 Yellow PMS 649 C
 Black PMS 2300 C
 Dieline (Does not print)



DM/GS

41.5 Examples of all proposed labeling, including labels on packaging, on containers, and any inserts to be included in any packages, demonstrating conformity with the Act and the AMCC Rules.

Attached below: Attachments D,E

Attachment D

Packaging Label

There are at least two warning labels and two symbols that must be on products that are packaged for sale to consumers. All cannabis and cannabis products packaged for sale to consumers must include the specific warning labels in Rule 2.2.10. The warning labels must read as they do in the Rule with the exact wording, italics, bolding, and all caps lettering.

1. Warning Labels: The first warning label is a narrative health warning that says:

*Cannabis has not been analyzed or approved by the Food and Drug Administration (FDA). For use by individuals 21 years of age and older or registered qualifying patient only. **KEEP THIS PRODUCT AWAY FROM CHILDREN AND PETS. DO NOT USE IF PREGNANT OR BREASTFEEDING.** Possession or use of cannabis may carry significant legal penalties in some jurisdictions and under federal law. It may not be transported outside of the state of Vermont. **The effects of edible cannabis may be delayed by two hours or more.** Cannabis may be habit forming and can impair concentration, coordination, and judgment. Persons 25 years and younger may be more likely to experience harm to the developing brain.*

It is against the law to drive or operate machinery when under the influence of this product. National Poison Control Center 1-800-222-1222.

Vector and raster image files of this warning is available from the [Cannabis Control Board website](#). This warning may be printed in 10-point font Times New Roman, Helvetica, Ariel, or another font size easily readable by the average consumer. The language, italics, bolding, and capitalization of words must appear on the package as it appears above and in the Rule. They must be on the outermost part of the consumer packaging; this is sometimes referred to as the marketing level packaging. For example, if a product is packaged in a wrapper, and the wrapped item is packaged in a box with the licensee's branding, the box must contain the above warning label.

The health warning may appear on the packaging in any of the following ways:

- It may be printed directly on the packaging,

Packaging Label

Attachment E

INSTRUCTIONS: INGEST A SINGLE SERVING AND WAIT 2 HOURS FOR FULL EFFECT. USE RESPONSIBLY!

SERVING RECOMMENDATION



2 tablespoons of ground coffee per 8 fl oz water

ACTIVATION: 15 MIN TO 2 HOURS
DURATION: 2-6 HOURS

Nutrition Facts

Serving Size: 2 TBSP ground coffee (11.9g / 0.398oz) per serving
Serving per bag: 20

Amount Per Serving	
Calories	1
	% Daily Value
Total Fat 0%	0%
Sodium 0%	0%
Total Carbohydrate 0g	0%
Total Sugars 0g	0%
Protein 0%	0%
Caffeine 95mg	

Not a significant source of saturated fat, Trans fat, cholesterol, dietary fiber, vitamin B, calcium, iron and potassium.

INGREDIENTS: COFFEE, CANNABIS EXTRACT

THIS PRODUCT CONTAINS THC

Child Proof Internal Package

Attachment F



Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Exhibit 42 – 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.

Gwendolyn Gunn

Founder / Treasurer / Farm Manager

Printed Name of Verifying Individual

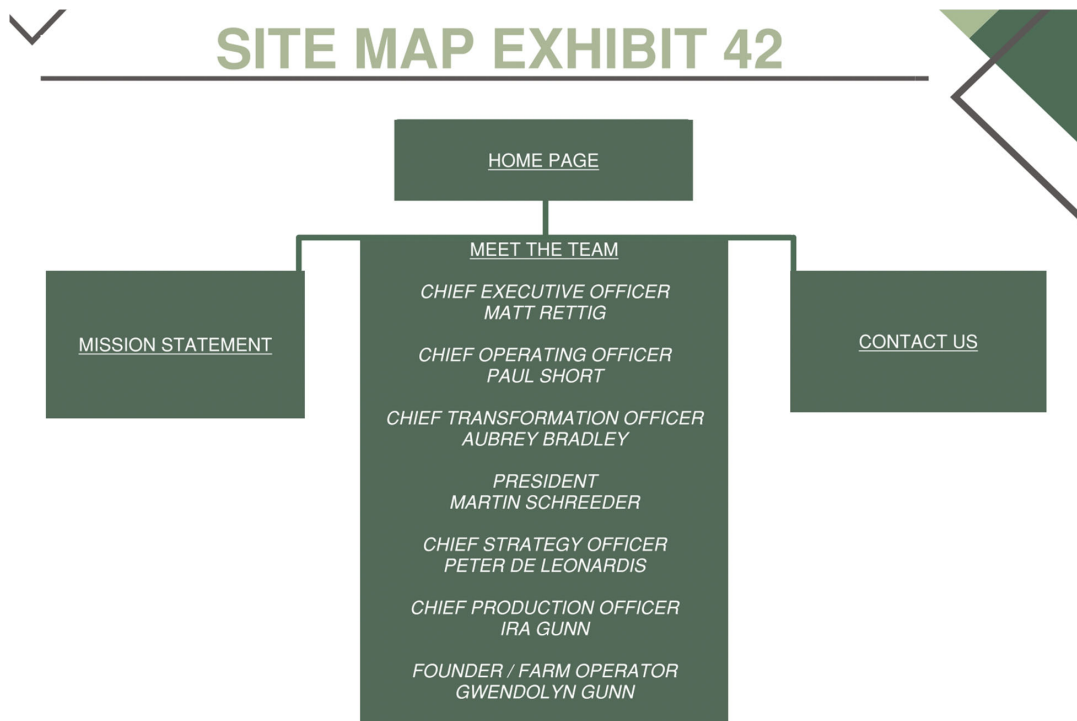
Title of Verifying Individual

12-29-2022

Signature of Verifying Individual

Verification Date

42.1 Complete Site Map



Our mission is to educate and empower our patients through advocacy, collaboration, education, research, and product development while bringing consistent high quality cannabis products to our community.

42.2 Web address & Social Media

Web address: www.Artemisagi.com

Instagram: @ArtemisAlabama

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

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Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

FORM I: OWNERSHIP ENTITY INDIVIDUALS

"Ownership Entity" – An entity that has any ownership interest in the Applicant.

Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.

For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

Business License Applicant Name

License Type

Ownership Entity Information

Ownership Entity Name

Ownership Entity % Ownership in Applicant

Ownership Entity Type: Trust Privately Held Corporation Publicly Held Corporation
Partnership Limited Liability Partnership Limited Partnership
Limited Liability Limited Partnership Limited Liability Company
Other (specify): _____

Ownership Entity Owners

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name	Role	% Ownership in Entity
Street Address		
City	State	Zip

Owner Name	Role	% Ownership in Entity
Street Address		
City	State	Zip


Owner Name	Role	% Ownership in Entity
Street Address		
City	State	Zip

Owner Name	Role	% Ownership in Entity
Street Address		
City	State	Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

Printed Name of Verifying Individual

Title of Verifying Individual



Signature of Verifying Individual

Verification Date

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

Affidavit of lineage of Gwen Gunn's Great GrandMother Mary Susanna Wolfe of being Cherokee Indian descent. The following relatives of Gwen Gunn declare that our Great Grandmother Mary S. Wolfe was of Indian descent.

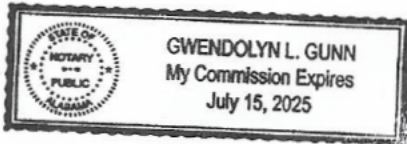
[Redacted Signature] _____
Jay H. Phillips Brother of Gwen Gunn

[Redacted Signature] _____
Martha Moore Sister of Gwen Gunn

[Redacted Signature] _____
Carol E. Sanders Sister of Gwen Gunn

[Redacted Signature] _____
Notary Public

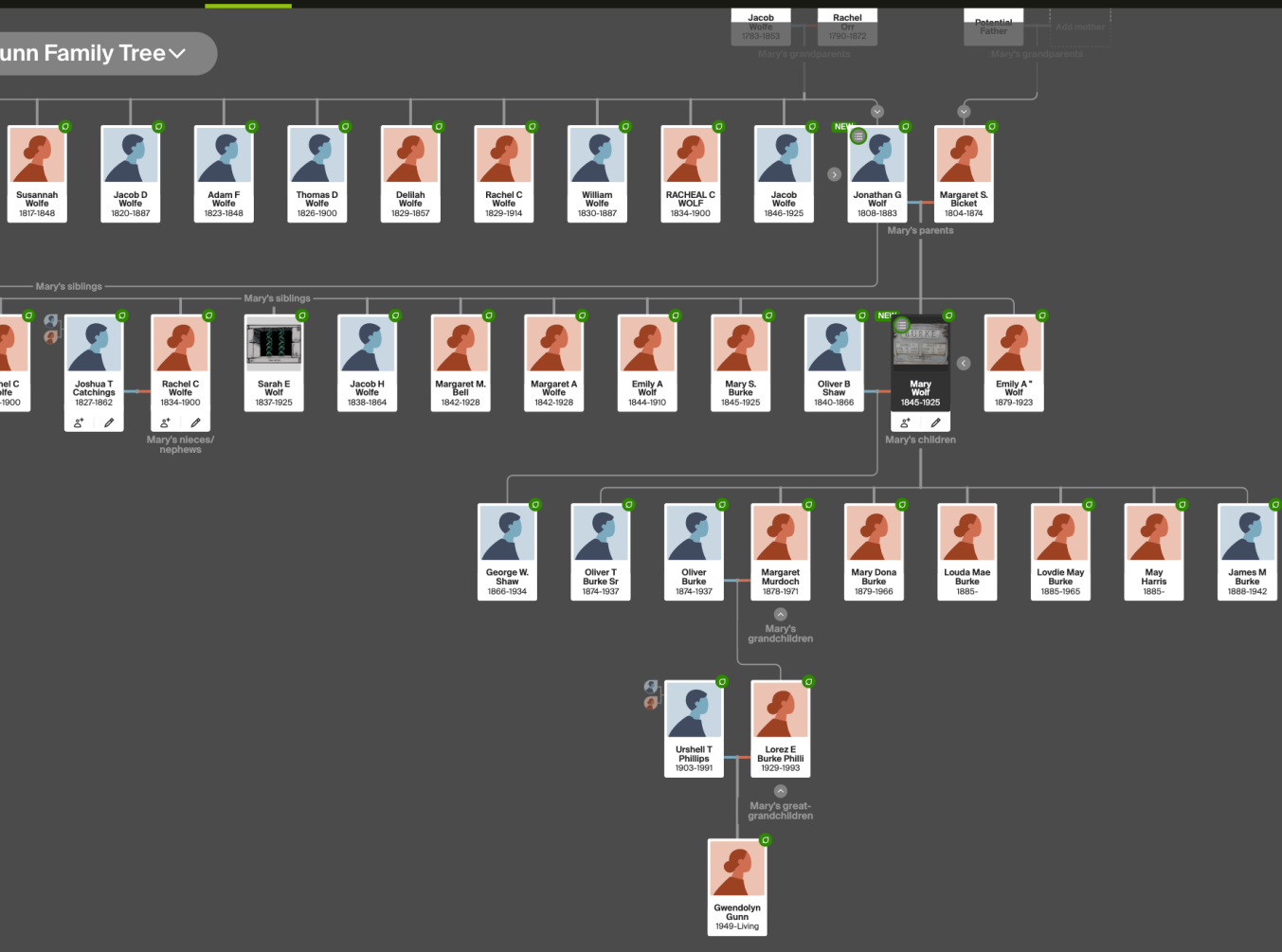
*In witness whereof, I have set my
hand and seal on 12-17-2022*



Gunn Family Tree

Invite Print Tree Search

Navigation sidebar with icons for home, search, and other features.



Gwendolyn Gunn Mary Wolf



Mary Wolf

1845-1925

BIRTH 9 MAR 1845 • North Carolina, USA
DEATH 24 DEC 1925 • Geraldine, DeKalb, Alabama, USA
 great-grandmother

Facts

Age 0 – Birth

9 Mar 1845 • North Carolina, USA

Birth of sister Mary S. Burke (1845-1925)

9 March 1845 • N C

Age 19 – Death of brother Jacob Henry Wolfe (1838-1864)

1864 • Richmond, Independent Cities, Virginia, USA

Age 20 – Marriage

06 Feb 1866 • Tallapoosa County, Alabama, USA



Oliver Burton Shaw
 (1840-1866)

Age 21 – Birth of son George W. Shaw (1866-1934)

7 Nov 1866 • Alabama

Age 21 – Birth of half-brother Thomas Wolf (1866-)

abt 1866 • Alabama

Age 20 – Death of husband Oliver Burton Shaw (1840-1866)

Aft. 6 Feb 1866 • Red Bay, Franklin, Alabama, United States

Age 28 – Marriage

28 Sep 1873 • Tallapoosa County, Alabama, USA



James Samuel Burke
 (1849-1928)

Age 29 – Birth of son Oliver Tapley Burke Sr (1874-1937)

18 Jul 1874 • DeKalb County, Alabama, USA

Age 29 – Death of mother Margaret S. Bicket (1804-1874)

16 Oct 1874 • Tallapoosa, Alabama, United States

Age 33 – Birth of daughter Margaret Murdoch (1878-1971)

1878 • Georgia, USA

Age 34 – Birth of sister Emily Anabella "Amie" Wolf (1879-1923)

9 Mar 1879 • Alabama, USA

Age 34 – Birth of half-sister Emily A. Abrams (1879-1923)

9 March 1879

Age 34 – Birth of daughter Mary Dona Burke (1879-1966)

31 Oct 1879 • Alabama

Age 38 – Death of father Jonathan G. Wolf (1808-1883)

20 May 1883 • Hackneyville, Tallapoosa, Alabama, USA

Family

Parents



Jonathan G. Wolf
 1808-1883



Margaret S. Bicket
 1804-1874

Spouse and children



Oliver Burton Shaw
 1840-1866



George W. Shaw
 1866-1934

Spouse and children



James Samuel Burke
 1849-1928



George W. Shaw
 1866-1934



Oliver Tapley Burke Sr
 1874-1937



Margaret Murdoch
 1878-1971



Mary Dona Burke
 1879-1966



May Harris
 1885-



Lovdie May Burke
 1885-1965



Louda Mae Burke
 1885-



James Minus Burke
 1888-1942

Sources

Ancestry sources



1900 United States Federal Census



Alabama, U.S., Deaths and Burials Index, 1881-1974

Age 40 – **Birth of daughter Louda Mae Burke** (1885–)
1 Sep 1885

Age 40 – **Birth of daughter May Harris** (1885–)
Sep 1885 • Alabama

Age 40 – **Birth of daughter Lovdie May Burke** (1885–1965)
Sep 1885 • Alabama

Age 43 **Birth of son James Minus Burke** (1888 1942)
5 Aug 1888 • Alabama

Age 55 – **Death of sister Rachel Caroline Wolfe** (1834–1900)
1 Nov 1900 • Clay, Alabama, United States

Age 55 – **Death of sister Rachel Caroline Wolfe** (1834–1900)
1 Nov 1900 • Millerville, Clay, Alabama

Age 55 **Residence**
1900 • Grahams, De Kalb, Alabama, USA

Age 58 – **Death of sister Elizabeth Jane Wolfe** (1832–1903)
10 Sep 1903 • Clay, Alabama

Age 58 **Death of sister Elizabeth Jane Wolfe** (1832 1903)
10 September 1903 • Clay, Alabama

Age 58 – **Death of sister Elizabeth Jane Wolfe** (1832–1903)
10 September 1903

Age 65 – **Death of sister Emily A Wolf** (1844–1910)
4 Apr 1910

Age 78 – **Death of sister Emily Anabella "Amie" Wolf** (1879–
1923)
13 Dec 1923 • Alexander City, Tallapoosa, Alabama, USA

Age 78 – **Death of half-sister Emily A. Abrams** (1879–1923)
13 December 1923

Age 80 **Death of sister Sarah Emaline Wolf** (1837 1925)
20 Sep 1925 • Tallapoosa County, Alabama, USA

Age 80 – **Death of half-sister Mary Wolf** (1845–1925)
24 December 1925 • United States of America

Age 80 – **Death of sister Mary S. Burke** (1845–1925)
24 December 1925 • United States of America

Age 80 – **Death**
24 Dec 1925 • Geraldine, DeKalb, Alabama, USA

Burial
25 Dec 1925 • Grove Oak, DeKalb County, Alabama, United States of
America



Ancestry Family Trees



Ancestry Family Trees



U.S., Find a Grave Index, 1600s–Current



Gwendolyn Gunn

1949–

BIRTH [REDACTED] 1949 • Fort Payne, DeKalb, Alabama, USA

DEATH Living

Facts

Age 0 **Birth**

[REDACTED] • Fort Payne, DeKalb, Alabama, USA

Age 42 – **Death of father Urshell Theodore Phillips (1903–1991)**
1991 • DeKalb County, Alabama, USA

Age 44 – **Death of mother Lorez Elmina Burke Phillips (1929–1993)**
1993 • DeKalb County, Alabama, USA

Family

Parents



Urshell Theodore Phillips

1903–1991



Lorez Elmina Burke Phillips

1929–1993

Spouse

Sources

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS 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 Fountain, Parker, Harbarger & Associates, LLC 201 Washington Street NE Huntsville, AL 35801	CONTACT NAME		
	PHONE (A/C, No, Ext) (256) 551-0060	FAX (A/C, No) (256) 534-2042	
	E-MAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Artemis Agricultural Industries Incorporated [REDACTED] Huntsville, AL 35803	INSURER A	Hartford Underwriters Insurance Company	30104
	INSURER B	Hartford Insurance	19682
	INSURER C		
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

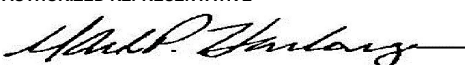
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	12/30/2022	12/30/2023	EACH OCCURRENCE \$ [REDACTED] DAMAGE TO RENTED PREMISES (Ea occurrence) \$ [REDACTED] MED EXP (Any one person) \$ [REDACTED] PERSONAL & ADV INJURY \$ [REDACTED] GENERAL AGGREGATE \$ [REDACTED] PRODUCTS - COMP/OP AGG \$ [REDACTED] \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A	[REDACTED]	12/30/2022	12/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ [REDACTED] E.L. DISEASE - EA EMPLOYEE \$ [REDACTED] E.L. DISEASE - POLICY LIMIT \$ [REDACTED]

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of Alabama Alabama Medical Cannabis Commission P.O. Box 309585 Montgomery, AL 36130	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 



Your Business Owner's Policy Quote

Prepared for:

Artemis Agricultural Industries Incorporated

[Redacted]

HUNTSVILLE, AL 35803-6414

Your Primary Location:

[Redacted]

HUNTSVILLE,AL 35803-6414

Class & Class Code:

General Office; 65198

Policy Term:

December 30, 2022 – December 30, 2023

Quote Good Through*:

March 29, 2023

Proposal Creation Date:

December 30, 2022, 10:23 AM

Insurance underwritten by: Hartford Underwriters Insurance Company.

What To Do Next:

Thank you for your interest in The Hartford. For questions or to purchase coverage, contact Meleah Wilson at (256) 551-0060

Your Reference Number:

[Redacted]

Audit Period: Non-Auditable

Agency Information:

FOUNTAIN PARKER HARBARGER ASSO LLC
201 Washington Street
Huntsville, AL 35801

*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

PREMIUM SUMMARY			
COVERAGE			PRICE
Business Owner's Policy			[Redacted]
Employment Practices Liability Insurance			[Redacted]
YOUR ESTIMATED ANNUAL PREMIUM:			\$838**
Proposal summary	Page 2	Recommended coverages	Page 11
Coverage details	Page 5	Payment options	Page 12

**Your Estimated Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

Acknowledged and Accepted by

(Signature of insured)

(Date)

¹ The Hartford's Customer Claims Ratings as of February 2019. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

This document is only a proposal. It can't be used as proof of coverage, unless bound by an authorized agent.

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Quote Summary:

Coverage for Your Small Business

This quote overview was created to show you how we propose to cover your business and to help you feel confident in the coverages that have been selected. Each section below breaks out some of the important features of your proposed policy.

We're ready to welcome you as a customer of The Hartford! All that's left is for you to let us/your agent know when you'd like to start your coverage.

LOCATION(S)			
LOCATION CLASS CODE(S)	DESCRIPTION	TYPE AND AREA	VALUATION How we calculate the value of your property
LOC 1; BLDG 1 65198	[REDACTED] HUNTSVILLE,AL 35803-6414	Frame, 3,000 sq ft	Business Personal Property: Replacement Cost

POLICY SUMMARY

PROPERTY

Your PROPERTY COVERAGE protects property that you own, lease or rent. This can include buildings, equipment, inventory and even cash, securities or valuable records. The below overview shows some of your Property limits.

PROPERTY LIMITS

[REDACTED]	[REDACTED]
BUILDING LIMIT We'll pay up to the limit to repair or replace your buildings and structures at the covered location. This includes additions, fixtures and equipment you've installed.	[REDACTED]
BUSINESS PERSONAL PROPERTY LIMIT We'll pay up to the limit to repair or replace your furniture, supplies, inventory and other things your business uses.	[REDACTED]

S STRETCH® COVERAGE

Where Property coverage was elected for you, you'll benefit from added coverages, increased limits and an added blanket limit. We use an **S** on the Property Coverage Detail page to indicate coverages that have been added or enhanced by your STRETCH®.



This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Quote Summary:

Coverage for Your Small Business

CONTINUED

BUSINESS LIABILITY (Also known as General Liability)

Your BUSINESS LIABILITY COVERAGE helps protect and defend your business from covered claims alleging that you damaged someone's property, injured them or defamed them. The below overview shows some of your Business Liability limits.

<p>EACH OCCURRENCE LIMIT We'll pay up to this amount for all claims related to a single incident. This total applies no matter how many people make claims.</p>	[REDACTED]
<p>GENERAL AGGREGATE LIMIT We'll pay up to this total amount for all losses that occur during your policy term, except for those losses that are included in the Products/Completed Operations Aggregate, which are paid under a separate aggregate limit as described below.</p>	[REDACTED]
<p>PRODUCTS/COMPLETED OPERATIONS AGGREGATE We'll pay up to this total amount for all losses that occur during your policy term as a result of work you completed or for a product you distributed or sold. It does not cover you for things that happen while you are doing work.</p>	[REDACTED]

EMPLOYMENT PRACTICES LIABILITY INSURANCE

Your EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI) helps protect and defend your business from employment-related covered claims including but not limited to, discrimination, sexual harassment or wrongful termination brought by your employees or applicants. The below overview shows some of your EPLI limits.

<p>EACH CLAIM LIMIT We'll pay up to this amount for each claim covered under the Employment Practices Liability Coverage Part.</p>	[REDACTED]
<p>AGGREGATE LIMIT We'll pay up to this amount for all claims covered under the Employment Practices Liability Coverage Part.</p>	[REDACTED]
<p>RETROACTIVE DATE If no date is entered, the Retroactive Date is the same as the effective date of this Coverage part.</p>	12/30/2022
<p>WAGE AND HOUR DEFENSE COST SUB-LIMIT The Wage and Hour Defense Costs Sub-Limit is only available for claim expenses incurred to defend a wage and hour violation that occurred on or after the retroactive date and before the end of the policy period, regardless of whether any such claim for a wage and hour violation is made during the policy period or the Extended Reporting Period, if applicable.</p>	[REDACTED]

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Quote Summary:

Coverage for Your Small Business

CONTINUED

This is a claims-made coverage. Defense costs are included within the limits of liability. However, some states require that defense costs be in addition to the limits of liability displayed in this quote proposal. Refer to actual policy terms for full notice and details.

CUSTOMIZED COVERAGES FOR YOUR BUSINESS

These added coverages make your policy more unique. They protect against specific risks your business could face.

BUSINESS LIABILITY COVERAGES ADDED

COVERAGE	LIMIT	PREMIUM
Additional Insured - Managers or Lessors of Premises	Included	
Blanket Additional Insured by Contract	Included ¹	
Hired Auto and Non-Owned Auto	Included ¹	

¹Included in Business Liability Limit(s)

PROPERTY COVERAGES ADDED

COVERAGE	LIMIT	PREMIUM
Business Income for Electronic Vandalism		
Limit		
Waiting Period		
Telephone Fraud		
Limit (per occurrence)		
Limit (per policy year)		

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Property Coverages Detail

Below you'll find a breakdown of the specific property coverages your policy includes. These coverages only apply to the location(s) where Property coverage was elected.

You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

S INDICATES COVERAGES THAT HAVE BEEN ADDED OR ENHANCED BY THE ADDITION OF YOUR STRETCH®. STRETCH® BLANKET LIMIT: \$50,000

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
S Accounts Receivable	Included in STRETCH® Blanket Limit
Arson and Theft Reward	
S Back-up of Sewers and Drains Coverage	
S Brands and Labels	
S Building Property of Others	
S Business Income and Extra Expense	
S Extended Business Income	
S Limit Type	
S Period of Restoration	
S Waiting Period	
S Business Income for Off-Premises Utility Services	
S Limit	
S Waiting Period	
Business Income from Civil Authority Actions	
Duration of Coverage	
Waiting Period	
S Business Income from Dependent Properties	

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Property Coverages Detail

CONTINUED

PROPERTY COVERAGES		TOTAL LIMIT OF INSURANCE
<input type="checkbox"/> Limit		
<input type="checkbox"/> Period of Restoration		
<input type="checkbox"/> Waiting Period		
<input type="checkbox"/> Business Income from Off-Premises Operations		
<input type="checkbox"/> Extended Business Income		
<input type="checkbox"/> Limit		
<input type="checkbox"/> Waiting Period		
<input type="checkbox"/> Business Income from Websites		
<input type="checkbox"/> Limit		
<input type="checkbox"/> Max Period of Restoration		
<input type="checkbox"/> Waiting Period		
<input type="checkbox"/> Claim Expense		
Collapse		
<input type="checkbox"/> Computers Worldwide		
<input type="checkbox"/> Contract Penalties		
<input type="checkbox"/> Debris Removal		
<input type="checkbox"/> Limit		
<input type="checkbox"/> Electronic Data		
<input type="checkbox"/> Policy Year Limit		
<input type="checkbox"/> Employee Dishonesty Coverage - Excludes ERISA Compliance		
Equipment Breakdown		
Deductible		
Defense		

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Property Coverages Detail

CONTINUED

PROPERTY COVERAGES		TOTAL LIMIT OF INSURANCE
Expediting Expenses		
Hazardous Substances		
Supplementary Payments		
S Expediting Expenses		
S Fine Arts Coverage		
S Fire Department Service Charge		
Fire Extinguisher Recharge		
S Forgery Coverage (Including Credit Cards, Currency and Money Orders)		
S Fraudulent Transfer Coverage		
Garages, Storage Buildings, and Other Appurtenant Structures		
Glass Expense		
Identity Recovery Coverage for Businessowners and Employees		
Deductible		
Limit		
Lost Wages and Child and Elder Care Expense		
Mental Health Sublimit		
S Interruption of Computer Operations		
S Period of Restoration		
S Policy Year Limit		
S Waiting Period		
Lease Assessment		
Leasehold Improvements		
Limited Fungi, Bacteria or Virus Coverage		

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

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Property Coverages Detail

CONTINUED

PROPERTY COVERAGES		TOTAL LIMIT OF INSURANCE
Limit		
Period of Restoration		
Lock and Key Replacement		
S Lost Keys		
Money and Securities Coverage		
Inside the Premises Limit		
Outside the Premises Limit		
S Newly Acquired or Constructed Property		
S Newly Acquired or Constructed B/EE Limit		
S Newly Acquired or Constructed BPP Limit		
S Non-Owned Detached Trailers		
S Off-Premises Utility Services - Direct Damage		
Ordinance or Law Coverage		
Increased Cost of Construction & Demolition Costs Limit		
Undamaged Part Limit		
S Outdoor Property		
S Outdoor Signs on Premises		
S Pairs or Sets		
S Paved Surfaces		
S Personal Effects		
Pollutants and Contaminants Clean up and Removal		
Preservation of Property		
S Property Off-Premises		

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

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Property Coverages Detail

CONTINUED

PROPERTY COVERAGES	TOTAL LIMIT OF INSURANCE
<input type="checkbox"/> Salespersons Samples	
<input type="checkbox"/> Spoilage	
<input type="checkbox"/> Business Income Limit	
<input type="checkbox"/> Waiting Period	
<input type="checkbox"/> Sump Overflow or Sump Pump Failure	
Theft Damage to Building	
<input type="checkbox"/> Transit Business Income	
<input type="checkbox"/> Limit	
<input type="checkbox"/> Period of Restoration	
<input type="checkbox"/> Waiting Period	
<input type="checkbox"/> Transit Coverage	
<input type="checkbox"/> Unauthorized Business Card Use	
<input type="checkbox"/> Valuable Papers and Records	
<input type="checkbox"/> Valuation Changes: Commodity, Finished and Mercantile Stock	
Water Damage, Other Liquid, Powder or Molten Material Damage	

²Included within Covered Property Limit(s) (Building and/or Business Personal Property)

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Business Liability Coverages Detail

Businesses can face many different kinds of business liability risks. And a policy can respond to them in different ways. Below you'll find a breakdown of the specific business liability coverages your policy includes. You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

BUSINESS LIABILITY COVERAGE	TO	CE
Business Liability		
Liability and Medical Expenses Limit		
Medical Expenses Limit		
Damage To Premises Rented To You Limit		
General Aggregate Limit		
Products-Completed Operations Aggregate Limit		
Personal and Advertising Injury Limit		
Property Damage Liability Deductible		
Electronic Media Liability		
Waiver of Subrogation - Blanket		

¹Included in Business Liability Limit(s)

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Recommended Coverages

Some excellent choices have already been made to cover your business. We know there may be other protections you'd like to know about. So take a look at these coverages you may also be interested in.

Please note that the estimated premium amounts indicated below are based on information provided during the quote process and certain assumptions including coverage limits.

WHAT IT'S CALLED	WHAT IT COSTS	WHAT IT IS	WHY YOU SHOULD ADD THIS
Umbrella		This adds a valuable layer of coverage over and above your primary policies. And in some cases, it also provides additional protections for losses that are not covered or excluded from your underlying coverage.	You'll get coverage that can help protect you in the event a loss costs more than your limits, or it's not covered by your underlying policies.
Data Breach		This covers your costs for responding to a data breach. This can include things like hiring a forensic firm to investigate the data breach, notifying affected parties, providing credit monitoring and other costs. When Defense and Liability coverage is selected, this also covers you if you're sued as the result of a data breach. We'll pay to protect you by defending you in a lawsuit and paying a judgment up to your limit.	Any business that handles Personally Identifiable Information (PII) could be subject to a data breach claim. Even if you never use computers, you could still have paper files and other records that, if lost or stolen, can lead to a data breach. This helps take care of this cost if that happens.

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Payment Options

DIRECT BILL OPTIONS

Choose one of these four options to pay your bill:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save on payment fees and get the convenience and peace of mind of automated payments.
- **Online.** Register at thehartford.com/servicecenter to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 866-467-8730 to pay your bill by phone.

PAYMENT BREAKDOWN

The charts below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of the policy. Keep in mind that the dates and amounts could change depending on when the policy is processed.

FULL PAY	
One Payment – Paid in full discount applies	
DUE DATE	PAYMENT AMOUNT
01/30/2023	

MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: \$838.00		
	With AutoPay Fee: \$5 per payment	Without AutoPay Fee: \$8 per payment

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.

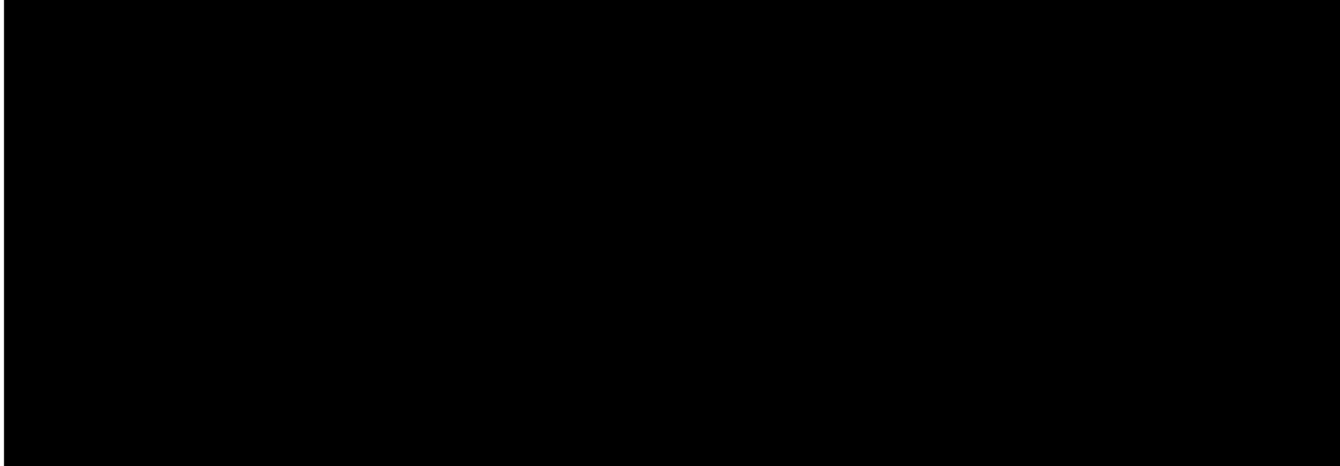




Payment Options

CONTINUED

With AutoPay Fee: \$5 per payment	Without AutoPay Fee: \$8 per payment
--------------------------------------	---



A payment fee is assessed on each payment invoice except where prohibited by law.
Any down payment provided will be withdrawn immediately regardless of down payment date shown.

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





Forms and Endorsements

Your policy includes the forms listed below.

FORM NUMBER	FORM NAME
100722	INSURANCE POLICY BILLING INFORMATION
ACORD25BlntAddIn sd	BLANKET ADDITIONAL INSURED - COI
IH12050221	GOODS AND SERVICES ENDORSEMENT
SC 00 00 10 18	COMMON POLICY CONDITIONS
SC 00 01 10 18	DECLARATIONS: BUSINESS OWNER'S POLICY
SC 00 09 10 18	SCHEDULED RATING WORKSHEET(S)
SC 00 12 10 18	SPECTRUM BUSINESS OWNER'S POLICY JACKET
SC 00 14 10 18	PRODUCER FACT SHEET
SC 01 01 10 18	ALABAMA CHANGES - COMMON POLICY CONDITIONS
SC 50 31 10 18	PRODUCER COMPENSATION NOTICE
SC 50 53 10 18	NON PHS MISCELLANEOUS TRANSACTION AGENT LETTER
SC 50 59 10 18	NON-PHS WELCOME LETTER
SC 50 63 06 20	IMPORTANT NOTICE TO POLICYHOLDER'S
SC 70 00 12 20	DISCLOSURE - CAP ON LOSSES - TERRORISM RISK INSURANCE ACT
SC 90 04 10 18	IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS
SC 90 15 10 18	US DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS
SC 90 16 10 18	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 54 10 18	EXCLUSION - FUNGI, BACTERIA AND VIRUSES
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 30 23 10 18	ELECTRONIC MEDIA LIABILITY
SL 30 26 10 18	HIRED AUTO AND NON-OWNED AUTO LIABILITY
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT
SL 30 43 10 18	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES
SL 55 02 10 18	EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)
SL 55 34 10 18	WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY
SL 55 36 10 18	THIRD PARTY LIABILITY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY
SL 55 37 10 18	RETROACTIVE DATE ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY
SL 55 74 10 18	DECLARATIONS - EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
SP 00 00 10 18	SPECIAL PROPERTY COVERAGE FORM
SP 01 01 10 18	ALABAMA CHANGES - SPECIAL PROPERTY COVERAGE FORM
SP 20 08 10 18	PERILS SPECIFICALLY EXCEPTED
SP 30 00 10 18	COLLAPSE
SP 30 01 10 18	DEBRIS REMOVAL



Forms and Endorsements

CONTINUED

FORM NUMBER	FORM NAME
SP 30 02 10 18	EQUIPMENT BREAKDOWN
SP 30 03 10 18	FIRE DEPARTMENT SERVICE CHARGE
SP 30 04 10 18	FIRE EXTINGUISHER RECHARGE
SP 30 05 10 18	GARAGES, STORAGE BUILDINGS, AND OTHER APPURTENANT STRUCTURES
SP 30 06 10 18	GLASS EXPENSE
SP 30 07 10 18	LEASE ASSESSMENT
SP 30 08 10 18	LOCK AND KEY REPLACEMENT
SP 30 09 10 18	PERSONAL EFFECTS
SP 30 10 10 18	PRESERVATION OF PROPERTY
SP 30 11 12 19	ORDINANCE OR LAW COVERAGE
SP 30 12 10 18	VALUABLE PAPERS AND RECORDS
SP 30 13 10 18	BUSINESS INCOME AND EXTRA EXPENSE
SP 30 14 10 18	BUSINESS INCOME FROM DEPENDENT PROPERTIES
SP 30 16 12 19	FORGERY COVERAGE (INCLUDING CREDIT CARDS, CURRENCY AND MONEY ORDERS)
SP 30 17 10 18	LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE
SP 30 18 10 18	ARSON AND THEFT REWARD
SP 30 19 10 18	BUSINESS INCOME FOR CIVIL AUTHORITY ORDERS
SP 30 20 10 18	POLLUTANTS AND CONTAMINANTS CLEAN UP AND REMOVAL
SP 30 22 06 22	IDENTITY RECOVERY FOR BUSINESSOWNERS AND EMPLOYEES
SP 30 23 10 18	ACCOUNTS RECEIVABLE
SP 30 24 12 21	NEWLY ACQUIRED OR CONSTRUCTED PROPERTY
SP 30 25 12 21	OUTDOOR PROPERTY
SP 30 26 10 18	PROPERTY OFF-PREMISES
SP 30 27 10 18	WATER DAMAGE, OTHER LIQUID, POWDER OR MOLTEN MATERIAL DAMAGE
SP 30 28 10 18	MONEY AND SECURITIES COVERAGE
SP 30 29 10 18	ELECTRONIC DATA
SP 30 30 10 18	INTERRUPTION OF COMPUTER OPERATIONS
SP 30 31 10 18	BRANDS AND LABELS
SP 30 32 10 18	CLAIM EXPENSE
SP 30 33 10 18	PAIRS OR SETS
SP 30 34 10 18	SALESPERSONS SAMPLES
SP 30 35 10 18	VALUATION CHANGES: COMMODITY, FINISHED AND MERCANTILE STOCK
SP 30 36 03 20	LOST KEYS
SP 30 37 10 18	CONTRACT PENALTIES
SP 30 38 10 18	EXPEDITING EXPENSES



Forms and Endorsements

CONTINUED

FORM NUMBER	FORM NAME
SP 30 39 10 18	NON-OWNED DETACHED TRAILERS
SP 30 40 10 18	BUSINESS INCOME FOR OFF-PREMISES UTILITY SERVICES
SP 30 42 10 18	EMPLOYEE DISHONESTY COVERAGE - EXCLUDES ERISA COMPLIANCE
SP 30 44 10 18	THEFT DAMAGE TO BUILDING
SP 30 45 10 18	BUSINESS INCOME FROM OFF-PREMISES OPERATIONS
SP 30 46 10 18	FRAUDULENT TRANSFER COVERAGE
SP 30 47 10 18	BUSINESS INCOME FROM WEBSITES
SP 30 48 10 18	TRANSIT COVERAGE
SP 30 49 10 18	SUMP OVERFLOW OR SUMP PUMP FAILURE
SP 30 50 10 18	OFF-PREMISES UTILITY SERVICES - DIRECT DAMAGE
SP 30 51 10 18	SPOILAGE
SP 30 52 10 18	UNAUTHORIZED BUSINESS CARD USE
SP 30 53 10 18	PAVED SURFACES
SP 30 54 10 18	LEASEHOLD IMPROVEMENTS
SP 30 55 10 18	FINE ARTS COVERAGE
SP 30 57 10 18	BACK-UP OF SEWERS AND DRAINS COVERAGE
SP 30 59 10 18	BUILDING PROPERTY OF OTHERS
SP 30 60 10 18	COMPUTERS WORLDWIDE
SP 30 61 10 18	TRANSIT BUSINESS INCOME
SP 31 20 10 18	BUSINESS INCOME FOR ELECTRONIC VANDALISM
SP 31 35 10 18	OUTDOOR SIGNS ON PREMISES
SP 31 37 12 19	TELEPHONE FRAUD



Mandatory disclosure: insuring against terrorism

Terrorism Premium: \$16

Protecting your business means preparing for risks – even unlikely ones. Your policy includes coverage in the event of a terrorist attack. In order to offer that coverage, we are required to provide you the following disclosure about your premiums, coverage and related information.

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended “TRIA”), we are required to make coverage available under your policy for “certified acts of terrorism.” The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to terrorism coverage is shown above or in the premium section(s) of this quote proposal or binder.

Definition of Certified Act of Terrorism

A “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a “certified act of terrorism” include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible.

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to “certified acts of terrorism” under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury’s procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use The Hartford’s stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.





Electronic Delivery Consent Form for Commercial Business Insurance Customers

TERMS & CONDITIONS FOR PAPERLESS DELIVERY OF COMMUNICATIONS FOR COMMERCIAL INSUREDS

By consenting to receive communications from The Hartford, electronically, through your agent:

_____ (hereinafter “your agent”), you are agreeing that documents and official notices which you are required to receive may be sent to you electronically rather than in paper form. You agree these paperless communications are the legal equivalent of officially required communications relating to your policy(ies) which you would otherwise receive in paper form. These communications may include, but are not limited to, policy declarations, policy forms and endorsements and related forms, insurance ID cards, billing statements, legally required notices, and other official correspondence. YOU AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES. This consent will apply to all policies The Hartford may issue to you.

Not all documents are currently available for electronic delivery. Those that are not available will continue to be sent to you by your agent via US mail. As new documents become available for electronic delivery, your agent may send them electronically.

You may at any time, request that your agent resume communications through the delivery of paper documents. You will not be charged a fee for this request and may make such request by notifying your agent in writing or by email: _____. Your request to withdraw consent to receive communications by electronic means will be effective at the conclusion of the policy term.

You agree to provide your agent with your current email address so your agent can send you notices and other documents via email or notify you that documents are available for your review. You also agree to update your account and notify your agent of any change in your email address. You can make such a change by notifying your agent via one of the methods listed above. You agree to be responsible for any late payment fees that result from your failure to provide your agent with your current email address.

You may request a paper copy of an official notice sent to you, or of your policy documents. There is no fee to request such copies. You may make such request by notifying your agent via one of the methods listed above. Official policy notices and other documents will be sent solely and directly to you and will not be emailed to other users.

SYSTEM REQUIREMENTS: You acknowledge and agree that you have sufficient access to a privately owned computer and email system (as opposed to one with limited access, such as those housed in public libraries) that will: Permit you to access, view, and print the communications your agent will send; permit you to receive emails that contain hyperlinks to websites; and permit you to access websites. The following system requirements are necessary for you to receive and view these communications:

You must have Adobe Reader version 4.0 or later. Download the correct version of Acrobat Reader from the Adobe website at adobe.com.



Electronic Delivery Consent Form for Commercial Business Insurance Customers

CONTINUED

ATTENTION AGENTS: THE FOLLOWING SENTENCE MUST BE INCLUDED/COMPLETED ONLY IF INSURED WILL BE ACCESSING DOCUMENTS VIA AN ELECTRONIC FILING CABINET OR OTHER ONLINE PORTAL:

Online documents are supported on Microsoft Internet Explorer version ____ and later, Firefox version ____ and later, and Google Chrome version ____ and later.

By signing this document, you (a) agree that you are the named insured and (b) agree to the terms and conditions of Paperless Delivery.

Please note that even if you enroll in Paperless Delivery, your agent may deliver certain documents via U.S. Mail due to legal requirements and/or system limitations.

I accept the terms & conditions set forth above and consent to enroll in paperless delivery.

You must list below one policy number from The Hartford; however, please be advised this consent will apply to *all* policies issued to you by The Hartford.

Policy No.

Authorized Person - Name and Title

Authorized Person Email Address

Date



Your Workers' Compensation Insurance Quote

Proposal created date:

December 30, 2022 10:21 AM

Quote good through*:

March 29, 2023 12:00 AM

Your reference number:

[REDACTED]

Policy term:

December 30, 2022 - December 30, 2023

Information about your business:

Artemis Agricultural Industries Incorporated

[REDACTED]

Huntsville, AL 35803

Information about your agent:

FOUNTAIN PARKER HARBARGER ASSO
LLC

201 Washington Street
Huntsville, AL 35801

Proposal created by:

Meleah Wilson
mwilson@fphins.com
(256) 551-0060

*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

YOUR ESTIMATED ANNUAL PREMIUM IS: \$609.00

SEE INSIDE:

Your Proposal Coverage and Policy Limits	Page 2	How We'll Calculate Your Final Premium	Page 5
Your Class Code and Rating Details	Page 4	How to Pay Your Premium	Page 6

IMPORTANT MESSAGE:

- Please review the coverages and limits displayed to ensure that they are appropriate for the needs of your business.
- To accept the terms of the quote proposal, be sure to sign where indicated.

WHAT YOU NEED WHEN YOU NEED IT

The Hartford was the first insurer with a dedicated small business team more than 30 years ago. Today, we're still the best choice for small business, providing our customers with industry-leading products and online service tools like 24/7 account access, online bill pay and more.

This document is only a proposal. It can't be used as proof of coverage, unless bound by an authorized agent.

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Your Proposal Coverage and Policy Limits

Part 1: Workers' Compensation Insurance

This section of your policy pays to treat, rehabilitate and replace income of workers who are injured on the job. Statutory coverage as provided by the following states:

- Alabama

Notes for owners/officers:

- AL-Excluded

Part 2: Employer's Liability Insurance

This section of your policy pays to indemnify and defend you from lawsuits by injured workers.

LIMITS OF INSURANCE	
Bodily Injury By Accident	
Bodily Injury By Disease	
Bodily Injury By Disease	

NOTES ON YOUR POLICY

The basic broad form included in your proposal above offers these free enhancements:

- Voluntary compensation covered
- Employer's liability stop gap in monopolistic states
- Pay for reasonable expenses, including loss of earnings

HOW WE ESTIMATED YOUR PREMIUM

Your premium depends on several factors, aside from your coverage choices above. Two key factors are your class code and your rate. A class code is a standardized way to describe your employees' jobs. We do this because each type of job has inherently different risks.

The class code determines the rate, which is the amount you pay for every \$100 of your payroll. We multiply that rate by your premium basis. That's your best guess at the total amount you'll pay those employees during the policy year.

At the end of the year, we'll review your premium basis together to make sure it was correct. This is called a "premium audit." (See "How we calculate your final premium" for more information about this.)

Your premium calculations also include payroll-based factors. These include, but are not limited to, state surcharges, catastrophe, minimum premium, experience modification, and terrorism.

You'll find a breakdown of these and other charges beginning on the following pages.



Your Proposal Coverage and Policy Limits

CONTINUED

ACKNOWLEDGED AND ACCEPTED BY:

Signature of the Insured

Date

Reference Number:





Your Class Code and Rating Details

We calculate your premium based on every employee, location and state. Below you'll find calculations for your employees located in Alabama

Location: 1

Your employees are located at: 3759 Hobbs Island Rd Se
Huntsville, AL 35803

CLASS CODE	DESCRIPTION	RATE	BLENDED RATE	PREMIUM BASIS (RATE PER \$100 OF EXPOSURE)	CLASS PREMIUM
8810	CLERICAL OFFICE EMPLOYEES NOC				

DESCRIPTION OF CHARGE	PREMIUM ADJUSTMENT	AMOUNT
Total Class Premium		
Employer Liability increased limits		
Employer Liability Increase Limits balance to Minimum Premium		
Total Estimated Annual Standard Premium		
Catastrophe (other than certified acts of terrorism) \$100,000.00		
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement \$100,000,00		
Expense constant		
STATE ESTIMATED ANNUAL PREMIUM		

As required by law, workers' compensation policies are subject to an annual premium audit.

Merit and Experience Mods are tentative and subject to final calculation.

To learn more about how your premium is calculated on the payroll billing method please visit:

<https://www.thehartford.com/blended>

Like many insurance companies, The Hartford is legally made up of several property and casualty affiliate companies. Depending on the state, the "writing company" may be different. Coverage in this state is provided by: Trumbull Insurance Company, a member company of The Hartford.



How We'll Calculate Your Final Premium

Keep in mind that the minimum annual premium required in your state is \$431.00. We are not allowed to charge less than that.

Your business can change a lot over the course of the year and your insurance premium should reflect your business. We base your premium estimate on your current payroll. At the end of the year, we need to double-check, or "audit," your payroll to verify we charged you correctly.

Your premium will change, for example, if you:

- Hire or terminate employees
- Pay overtime
- Give raises
- Change employees' job functions

If it turns out you overpaid, we refund you. If you underpaid, we bill you for the difference. Not only is it required of us, we want to bill you fairly based on actual payroll.

If you choose to pay your premium with Payroll Billing, we rely on real-time payroll to calculate your monthly premiums, resulting in more accurate premium payments. This means you are less likely to pay more than you need to throughout the year or owe an audit adjustment at the end of the policy term because of under-reported payroll.

WE'LL REACH OUT WHEN IT'S TIME

As your policy term ends, we'll send you a request for the information we'll need to complete your premium audit. You'll most likely just have to submit a few documents and answer some questions about your business. It's a simple and straightforward process.



How to Pay Your Premium

You can pay your worker's comp premiums after you receive your bill each month. But you also have another option.

CHOOSE THE HARTFORD'S PAY-AS-YOU-GO WORKERS' COMP BILLING OPTION

Compared to an estimated annual payroll amount, The Hartford's option relies on real-time payroll to calculate your workers' comp premiums, resulting in more accurate premium payments.

SO, you're less likely to pay more than you need to throughout the year – or have an audit* adjustment due to underreported payroll.

Here's how it works.

Your payroll company shares your payroll amount with us each time it's run.

We calculate your premium based on your exact payroll and send you a withdrawal email indicating the amount due before the withdrawal.

We automatically deduct your premium from your bank account after each payroll cycle.

And, regardless of payroll provider we have a pay-as-you-go solution.

* All workers' compensation policies require a premium audit.

WATCH to learn more. Then, ask your agent to switch you to Pay-as-you-go.

Here are your options if you don't opt for payroll billing:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save money by reducing your installment fees. Ask your insurance professional how to set it up.
- **Online.** Register at thehartford.com/servicecenter to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 1-866-467-8730 to pay your bill by phone.



How to Pay Your Premium

CONTINUED

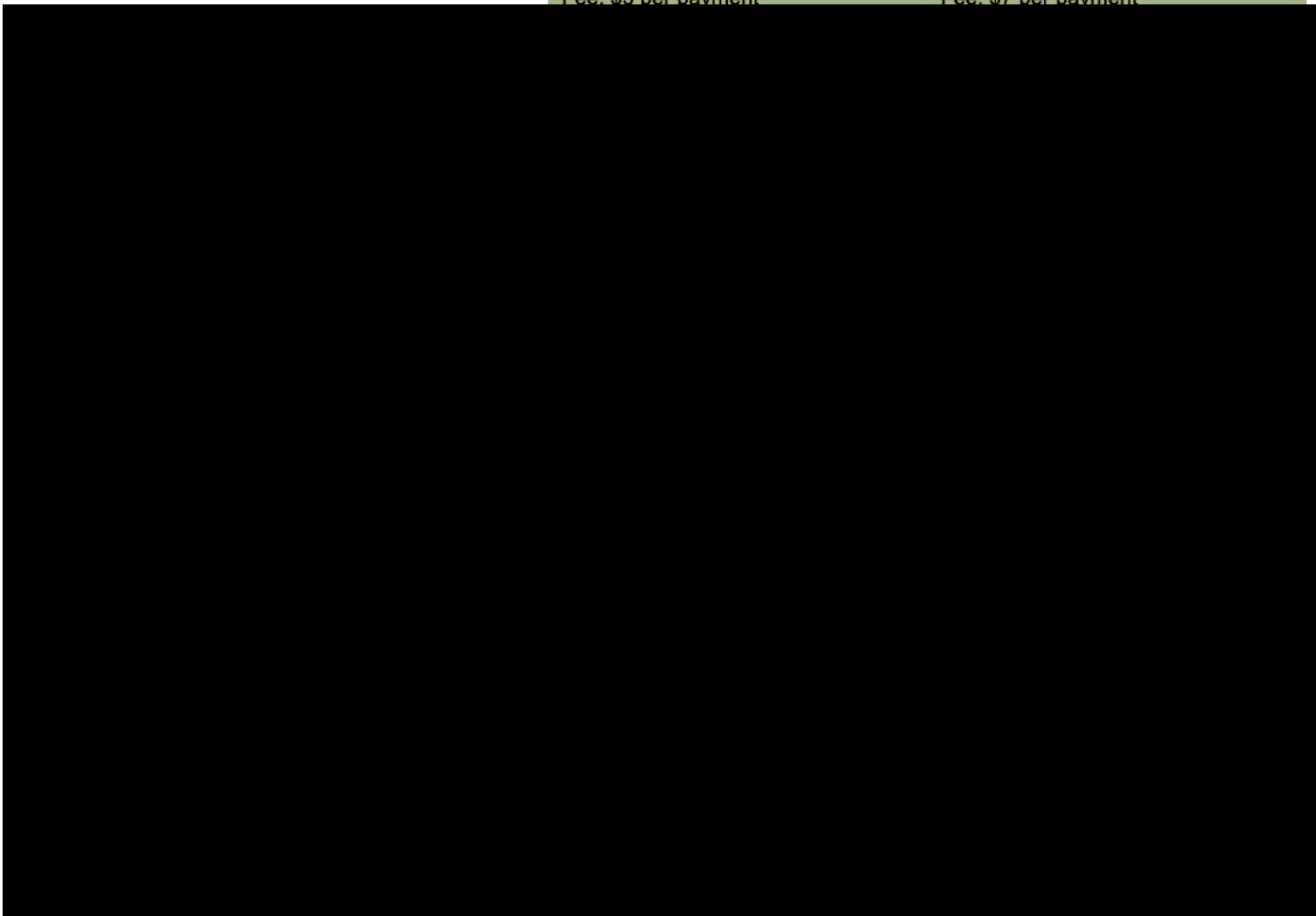
DIRECT BILL PAYMENT BREAKDOWN

The chart below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of your policy.

Keep in mind that the dates and amounts could change depending on when the policy is processed.

Full Pay	
One Payment	
Due Date	Payment Amount
01/30/2023	

MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: \$609.00		
	With AutoPay	Without AutoPay
	Fee: \$5 per payment	Fee: \$7 per payment



A payment fee is assessed on each payment invoice except where prohibited by law.

Any down payment provided will be withdrawn immediately regardless of down payment date shown.



Forms and Endorsements

Your policy includes the forms listed below.

FORM NUMBER	FORM NAME
100722	INSURANCE POLICY BILLING INFORMATION
97485-18	AN IMPORTANT MESSAGE TO WORKERS' COMPENSATION POLICYHOLDERS
98456	MAINTAINING YOUR PAYROLL RECORDS FOR AUDIT PURPOSES
G-3058-1	POLICY ADJUSTMENT NOTICE
G-3418-0	PRODUCER COMPENSATION NOTICE
WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000403	EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT
WC000414A	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419A	PART FIVE - PREMIUM AMENDATORY ENDORSEMENT
WC000421F	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC660119Z	ALABAMA WORKERS' COMPENSATION INSURANCE MEDICAL AND INDEMNITY BENEFITS DEDUCTIBLE ELECTION FORM
WC660156B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE
WC660330O	CUSTOMER PRIVACY NOTICE
WC660384	HARTFORD LOSSCONNECT STUFFER
WC660451	POLICYHOLDER NOTICE OF SHORT RATE CANCELLATION PROVISIONS
WC880106B	STATE OF ALABAMA WORKERS'COMPENSATION INFORMATION
WC990001J	Signature/Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990300B	WORKERS' COMPENSATION BROAD FORM ENDORSEMENT
WC990359B	AMENDMENT TO WORKERS COMPENSATION BROAD FORM ENDORSEMENT - EMPLOYERS LIABILITY STOP GAP COVERAGE
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS
WC990689	GOODS AND SERVICES ENDORSEMENT



Mandatory Disclosure: Insuring Against Terrorism

Protecting your business means preparing for risks – even unlikely ones. Your policy includes coverage for certain acts of terrorism. We are required to provide you the following disclosure about your terrorism coverage, premium and related information.

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended “TRIA”), we are required to make coverage available under your policy for “certified acts of terrorism.” The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to terrorism coverage is shown in the premium section(s) of this quote proposal. This offer of coverage under TRIA applies only where a premium for terrorism is shown in this quote proposal.

Definition of Certified Act of Terrorism

A “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a “certified act of terrorism” include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

This Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible. However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to “certified acts of terrorism” under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury’s procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting.



Electronic Delivery Consent Form for Commercial Business Insurance Customers

TERMS & CONDITIONS FOR PAPERLESS DELIVERY OF COMMUNICATIONS FOR COMMERCIAL INSUREDS

By consenting to receive communications from The Hartford, electronically, through your agent:

_____ (hereinafter “your agent”), you are agreeing that documents and official notices which you are required to receive may be sent to you electronically rather than in paper form. You agree these paperless communications are the legal equivalent of officially required communications relating to your policy(ies) which you would otherwise receive in paper form. These communications may include, but are not limited to, policy declarations, policy forms and endorsements and related forms, insurance ID cards, billing statements, legally required notices, and other official correspondence. YOU AGREE TO RECEIVE ALL MAILINGS AND COMMUNICATIONS ELECTRONICALLY. SUCH ELECTRONIC MAILING OR COMMUNICATIONS MAY EVEN INCLUDE CANCELLATION OR NONRENEWAL NOTICES. This consent will apply to all policies The Hartford may issue to you.

Not all documents are currently available for electronic delivery. Those that are not available will continue to be sent to you by your agent via US mail. As new documents become available for electronic delivery, your agent may send them electronically.

You may at any time, request that your agent resume communications through the delivery of paper documents. You will not be charged a fee for this request and may make such request by notifying your agent in writing or by email: _____. Your request to withdraw consent to receive communications by electronic means will be effective at the conclusion of the policy term.

You agree to provide your agent with your current email address so your agent can send you notices and other documents via email or notify you that documents are available for your review. You also agree to update your account and notify your agent of any change in your email address. You can make such a change by notifying your agent via one of the methods listed above. You agree to be responsible for any late payment fees that result from your failure to provide your agent with your current email address.

You may request a paper copy of an official notice sent to you, or of your policy documents. There is no fee to request such copies. You may make such request by notifying your agent via one of the methods listed above. Official policy notices and other documents will be sent solely and directly to you and will not be emailed to other users.

SYSTEM REQUIREMENTS: You acknowledge and agree that you have sufficient access to a privately owned computer and email system (as opposed to one with limited access, such as those housed in public libraries) that will: Permit you to access, view, and print the communications your agent will send; permit you to receive emails that contain hyperlinks to websites; and permit you to access websites. The following system requirements are necessary for you to receive and view these communications:

You must have Adobe Reader version 4.0 or later. Download the correct version of Acrobat Reader from the Adobe website at adobe.com.

ATTENTION AGENTS: THE FOLLOWING SENTENCE MUST BE INCLUDED/COMPLETED ONLY IF INSUREDS WILL BE ACCESSING DOCUMENTS VIA AN ELECTRONIC FILING CABINET OR OTHER ONLINE PORTAL:

Online documents are supported on Microsoft Internet Explorer version ____ and later, Firefox version ____ and later, and Google Chrome version ____ and later.



Electronic Delivery Consent Form for Commercial Business Insurance Customers

CONTINUED

By signing this document, you (a) agree that you are the named insured and (b) agree to the terms and conditions of Paperless Delivery.

Please note that even if you enroll in Paperless Delivery, your agent may deliver certain documents via U.S. Mail due to legal requirements and/or system limitations.

I accept the terms & conditions set forth above and consent to enroll in paperless delivery.

You must list below one policy number from The Hartford; however, please be advised this consent will apply to *all* policies issued to you by The Hartford.

Policy No. & Description

Authorized Person - Name and Title

Authorized Person Email Address

Date

Redactions Attestation

Notwithstanding the foregoing, records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records, the disclosure of which would otherwise be detrimental to the best interests of the public, shall be exempted from this section.

Section 36-12-40, Code of Alabama (as amended)

In the interests of ensuring safety,
Redactions primarily performed by:
Martin F Schreeder, MD
President
Artemis Agricultural Industries, Inc

**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF Alabama)
)
Madison 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: Artemis Agricultural Industries Incorporated

2. NAME OF AFFIANT: Peter DeLeonardis

3. AFFIANT'S POSITION WITH APPLICANT: Chief Strategy Officer & Secretary

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*):

- | | | |
|----------------------------------|--|--|
| <input type="radio"/> Cultivator | <input type="radio"/> Processor | <input type="radio"/> Secure Transporter |
| <input type="radio"/> Dispensary | <input checked="" type="radio"/> Integrated Facility | <input type="radio"/> 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.

PD 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.)

PD 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.

PD 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.

PD 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.

PD INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

PD 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.

PD 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.

PD 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.

PD 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.

PD INITIAL HERE

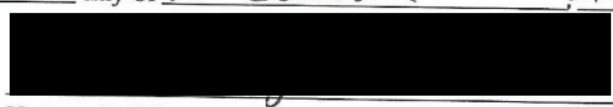
Peter DeLeonardis

Signature of Affiant
Acting for and on behalf of:

Artemis Agricultural Industries Inc.

Applicant

Sworn to and subscribed before me on this 30th day of December, 2022


Notary Public

My Commission Expires: 7-15-2025

[SEAL]



**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF Alabama)

)

Madison 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: Artemis Agricultural Industries Incorporated

2. NAME OF AFFIANT: Gwendolyn Gunn

3. AFFIANT'S POSITION WITH APPLICANT: Founder, Farm Manager, Treasurer

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.

GG 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.)

GG 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.

GG 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.

GG 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.

GG INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

GG 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.

GG 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.

GG 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.

GG 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.

GG INITIAL HERE

[Redacted Signature]

Signature of Affiant
Acting for and on behalf of:

Artemis Agricultural Industries Incorporated
Applicant

Sworn to and subscribed before me on this 30 day of December, 2022

[Redacted Notary Name]

Notary Public MY COMMISSION EXPIRES SEPTEMBER 20, 2025

My Commission Expires: _____

