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DISMISS

Review

Selected Account:BSWMC, LLC
Your application has been filed with the Alabama Medical Cannabis Commission.
Your reference code is **1667**.

File Date : **03/03/2023 12:58 PM**

Your transaction ID is : **89099950**
Transaction Token: **53efa236-91ed-4962-9447-feec685723df**

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:** 0014

General Applicant Information

- **Applicant Name:** BSWMC, LLC
- **Applying as:** Business Entity
- **Trade Name (DBAs)** : Solis Alabama
- **Identification Number Type** : FEIN
- **Federal Tax Identification Number** : [redacted]
- **Business Entity Name** : BSWMC, LLC
- **Business Entity Type** : Limited Liability Company
- **Secretary of State Entity ID Number** : [redacted]
- **Federal Business Code No** : 311
- **Date of Qualification, Organization or Incorporation:** 09/08/2021

Applicant Street Address

- **Street:** 2660 EASTCHASE LN
- **Unit No / Apt No:** STE 100
- **City:** MONTGOMERY
- **County:** 51-Montgomery
- **State:** Alabama
- **Zip Code:** 36117
- **Address Verified?:** Yes

Applicant Mailing Address

- **Street:** 2660 EASTCHASE LN
- **Unit No / Apt No:** STE 100
- **City:** MONTGOMERY
- **State:** Alabama
- **Zip Code:** 36117

✔ **Address Verified?:** Yes

✔ **Applicant Website:** www.bswmc.com

✔ **Applicant Email Address** : §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Applicant Phone Number** : §36- 2-40 (and g rounds out ined the rein) §36- 2-40 (and g rounds out ined the rein) §36- 2-40 (and g rounds out ined the rein)

✔ **Do you have a management service agreement in place?:** Yes

✔ **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:** No
(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:** Sterling

✔ **Last Name:** Stoudenmire

✔ **Title:** CEO/Executive

✔ **Phone Number:** §36 12-0(and ground

✔ **Email:** §36 12-0(and grounds outlined t

✔ **Street:** §36 12-0(and groun

Unit No / Apt No:

✔ **City:** §36 12-0(and grou

✔ **State:** Alabama

✔ **Zip Code:** §36 12-0(ar

✔ **Address Verified?:** Yes

License Information

✔ **License Type:** Integrated Facility

Facility Information

Facility Information

✔ **Facility Type:** Cultivation Facility

Physical Address

✔ **Street:** §36 12- 0 (and grounds out ined therein) §36 12- 0 (and grounds out ined therein) §36 12- 0 (and grounds out ined therein)

Unit No / Apt No:

✔ **City:** §36-12- 0 (and grounds outlined therein) §36-12- 0 (and grounds outlined therein) §36-12- 0 (and grounds outlined therein)

✔ **County:** §36 12- 0 (and grounds ou lined therein) §36 12- 0 (and grounds ou lined therein) §36 12- 0 (and grounds ou lined therein) §36 12- 0 (and grounds ou lined therein)

✔ **State:** Alabama

✔ **Zip Code:** [redacted]

✔ **Address Verified?** : Yes

Facility Information Questions

✔ **Applicant's interest in property where proposed facility is located** : Leases/Rents

✔ **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** : 1

✔ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 42

✔ **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:** [redacted] **Unit No / Apt No:** ✔ **City:** [redacted]

✔ **County:** [redacted] ✔ **State:** Alabama ✔ **Zip Code:** [redacted]

✔ **Address Verified?** : Yes

Facility Information Questions

✔ **Applicant's interest in property where proposed facility is located** : Leases/Rents

✔ **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** : 32

✔ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 98

✔ **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 Premises** : Multi-use Structure

Physical Address

✔ **Street:** [redacted] **Unit No / Apt No:** ✔ **City:** [redacted]

✔ **County:** [redacted] ✔ **State:** Alabama ✔ **Zip Code:** [redacted]

✔ **Address Verified?** : Yes

Facility Information Questions

✔ **Applicant's interest in property where proposed facility is located** : Leases/Rents

✔ **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** : 182

✔ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 212

✔ **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 Premises** : Multi-use Structure

Physical Address

✔ **Street:** §36 12-0(and ground

✔ **Unit No / Apt No:** §36 12-0(ar

✔ **City:** §36 12-0(and grounds

✔ **County:** §36 12-0(and gr

✔ **State:** Alabama

✔ **Zip Code:** §36 12-0(an

✔ **Address Verified?** : Yes

Facility Information Questions

✔ **Applicant's interest in property where proposed facility is located** : Leases/Rents

✔ **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** : 242

✔ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 272

✔ **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 Premises** : Multi-use Structure

Physical Address

✔ **Street:** §36 12-0(and grounds outlined ther

Unit No / Apt No:

✔ **City:** §36 12-0(

✔ **County:** §36 12-0(and

✔ **State:** Alabama

✔ **Zip Code:** §36 12-0(ar

✔ **Address Verified?** : Yes

Facility Information Questions

✔ **Applicant's interest in property where proposed facility is located** : Leases/Rents

✔ **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** : 302

✔ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 332

✔ **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 Premises** : Strip Mall

Physical Address

✔ **Street:** §36 12-0(and grounds outlined there

Unit No / Apt No:

✔ **City:** §36 12-0(and grounds

✔ **County:** §36 12-0(and grounds outli

✔ **State:** Alabama

✔ **Zip Code:** §36 12-0(and

✔ **Address Verified?** : Yes

Facility Information Questions

✔ **Applicant's interest in property where proposed facility is located** : Leases/Rents

✔ **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** : 62

✔ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 138

✔ **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 Premises** : Strip Mall

Physical Address

✔ **Street:** §36 12-0(and grounds outlined there

Unit No / Apt No:

✔ **City:** §36 12-0(and grounds

✔ **County:** §36 12-0(and gr

✔ **State:** Alabama

✔ **Zip Code:** §36 12-0(and

✔ **Address Verified?** : Yes

Facility Information Questions

✔ **Applicant's interest in property where proposed facility is located** : Leases/Rents

✔ **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** : 122

✔ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 152

✔ **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** : Sterling

✔ **Legal Middle Name** : Franklin

✔ **Legal Last Name:** Stoudenmire

✔ **Suffix:** IV

✔ **Phone Number:**

✔ **Email Address:** §36-12-40 (and grounds outlined therein)

✔ **Date of Birth:**

✔ **Social Security Number** :

✔ **Race/Ethnicity:** Caucasian

✔ **Ownership Percentage of the Applicant** : §36 12-0

✔ **Role:** Member

Residence Address

✔ **Street:** §36 12-0(and grounds outlined the

Unit No / Apt No:

✔ **City:** §36 12-0(and gro

✔ **State:** Alabama

✔ **Zip Code:** §36 12-0(a

✔ **Address Verified?** : Yes

✔ **Select type of record:** Entity

- **Does this entity have ownership interest in the applicant?** : Yes

Entity

- **Entity Name:** JWW Agricultural, LLC
- **Entity Type:** Limited Liability Company
- **Are there individuals with direct or indirect ownership interest in this entity?** : Yes
- **FEIN:** §36 12-0(and ground
- **Ownership Percentage of the Applicant** : §36 12-0(

Physical Address

- **Street:** 2660 EASTCHASE LN
- **Unit No / Apt No:** STE 100
- **City:** MONTGOMERY
- **State:** Alabama
- **Zip Code:** 36117
- **Address Verified?** : Yes

Primary Contact/ Responsible Person

- **First Name:** James
- **Last Name:** Wilson, III
- **Title:** Manager
- **Phone Number:** §36- 2-40 (and g ounds out ined he ein §36- 2-40 (and g ounds out ined he ein §36- 2-40 (and g ounds out ined he ein
- **Email Address** §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)
- **Street Address:** §36-12-40 (and grounds out ined therein) §36-12-40 (and grounds out ined therein) §36-12-40 (and grounds out ined therein)
- **Unit No / Apt No:** STE 100
- **City:** MONTGOMERY
- **State:** Alabama
- **Zip Code:** 36117
- **Address Verified?** : Yes

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

Entity

- **Entity Name:** BASMIT, LLC
- **Entity Type:** Limited Liability Company
- **Are there individuals with direct or indirect ownership interest in this entity?** : Yes
- **FEIN:** §36 12-0(and grour
- **Ownership Percentage of the Applicant** : §36 12-0(

Physical Address

- **Street:** 2858 COUNTY ROAD 53
- **Unit No / Apt No:**
- **City:** TUSKEGEE
- **State:** Alabama
- **Zip Code:** 36083
- **Address Verified?** : Yes

Primary Contact/ Responsible Person

- **First Name:** James
- **Last Name:** Bassett
- **Title:** Manager
- **Phone Number:** [redacted]
- **Email Address:** §36-12-40 (and grounds outlined therein)
- **Street Address:** [redacted]
- **Unit No / Apt No:**
- **City:** §36-12-0(and ground
- **State:** Alabama
- **Zip Code:** 36039
- **Address Verified?** : Yes

Cannabis Industry Entities

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

Questions and Attestations

- **Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant ever applied for or been granted any commercial license or certificate (not related to cannabis industry) issued by a licensing board or commission, either in Alabama or any other jurisdiction?** : YES

- **Select One:** Applicant
- **Name:** James H Smith d/b/a Smith Plant Farm, Inc.
- **Commercial license or certificate applied for** : Nursery Grower Inspection Certificate
- **Licensing Board or Commission** : Alabama Department of Agriculture and Industries
- **Application Date:** 01/01/1978
- **Issued Date:** 09/29/2022
- **Expiration Date:** 09/30/2023

- **Select One:** Applicant
- **Name:** Cope M. Smith d/b/a Smith Plant Farm, Inc.
- **Commercial license or certificate applied for** : Nursery Grower Inspection Certificate
- **Licensing Board or Commission** : Alabama Department of Agriculture and Industries
- **Application Date:** 01/01/1978
- **Issued Date:** 09/29/2022
- **Expiration Date:** 09/30/2023

- **Select One:** Applicant
- **Name:** James Winfrey Wilson, III
- **Commercial license or certificate applied for** : Vendor
- **Licensing Board or Commission** : Chickasaw Nation
- **Application Date:** 10/30/2021
- **Issued Date:** 10/30/2021
- **Expiration Date:** 09/30/2023

Select One: Applicant

Name: James Winfrey Wilson, III

Commercial license or certificate applied for : Vendor

Licensing Board or Commission : Cherokee Nation

Application Date: 01/01/2022

Issued Date: 01/01/2022

Expiration Date: 03/12/2023

Select One: Applicant

Name: James Winfrey Wilson, III

Commercial license or certificate applied for : Vendor

Licensing Board or Commission : Comanche Nation

Application Date: 03/15/2022

Issued Date: 03/15/2022

Expiration Date: 03/15/2023

Select One: Applicant

Name: James Winfrey Wilson, III

Commercial license or certificate applied for : Vendor

Licensing Board or Commission : Quapaw Nation

Application Date: 12/31/2022

Issued Date: 12/31/2022

Expiration Date: 12/31/2023

Select One: Applicant

Name: James Winfrey Wilson, III

Commercial license or certificate applied for : Vendor

Licensing Board or Commission : Fort Sill Apache Gaming Commission

Application Date: 03/01/2022

Issued Date: 03/01/2022

Expiration Date: 03/01/2023

Select One: Ownership Entity

Name: A&W Alabama, LLC (Owned by Wilson related Trusts))

Commercial license or certificate applied for : Vendor

Licensing Board or Commission : Birmingham Racing Commission

Application Date: 07/01/2020

Issued Date: 07/01/2020

Expiration Date: 07/01/3000

Select One: Applicant

Name: William Byrne Wilson

Commercial license or certificate applied for : Vendor

Licensing Board or Commission : Chickasaw Nation

Application Date: 10/30/2021

Issued Date: 10/30/2021

Expiration Date: 09/30/2023

✔ **Select One:** Applicant

✔ **Name:** William Byrne Wilson

✔ **Commercial license or certificate applied for** : Vendor

✔ **Licensing Board or Commission** : Cherokee Nation

✔ **Application Date:** 01/01/2022

✔ **Issued Date:** 01/01/2022

✔ **Expiration Date:** 03/12/2023

✔ **Select One:** Applicant

✔ **Name:** William Byrne Wilson

✔ **Commercial license or certificate applied for** : Vendor

✔ **Licensing Board or Commission** : Comanche Nation

✔ **Application Date:** 03/15/2022

✔ **Issued Date:** 03/15/2022

✔ **Expiration Date:** 03/15/2023

✔ **Select One:** Applicant

✔ **Name:** William Byrne Wilson

✔ **Commercial license or certificate applied for** : Vendor

✔ **Licensing Board or Commission** : Quapaw Nation

✔ **Application Date:** 12/31/2022

✔ **Issued Date:** 12/31/2022

✔ **Expiration Date:** 12/31/2023

✔ **Select One:** Applicant

✔ **Name:** William Byrne Wilson

✔ **Commercial license or certificate applied for** : Vendor

✔ **Licensing Board or Commission** : Fort Sill Apache Gaming Commission

✔ **Application Date:** 03/01/2022

✔ **Issued Date:** 03/01/2022

✔ **Expiration Date:** 03/01/2023

✔ **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:** Sterling Franklin Stoudenmire, IV

✔ **License Type:** Key-Employee

✔ **Licensing Board or Commission** : Colorado Marijuana Enforcement Division

✔ **License Issued Date** : 10/20/2014

✔ **License Expiration Date** : 10/21/2018

✔ **Select One:** Applicant

✔ **Name:** Sterling Franklin Stoudenmire, IV

✔ **License Type:** Owner-Individual

✔ **Licensing Board or Commission** : Colorado Marijuana Enforcement Division

✔ **License Issued Date** : 04/27/2018

✔ **License Expiration Date** : 04/27/2022

✔ **Select One:** Applicant

✔ **Name:** Sterling Franklin Stoudenmire, IV

✔ **License Type:** RMD Agent - Medical License

✔ **Licensing Board or Commission :** Massachusetts Cannabis Control Commission

✔ **License Issued Date :** 06/22/2021

✔ **License Expiration Date :** 06/22/2022

✔ **Select One:** Applicant

✔ **Name:** Sterling Franklin Stoudenmire, IV

✔ **License Type:** RMD Agent Cultivator

✔ **Licensing Board or Commission :** Massachusetts Cannabis Control Commission

✔ **License Issued Date :** 06/24/2021

✔ **License Expiration Date :** 06/24/2022

✔ **Select One:** Applicant

✔ **Name:** Sterling Franklin Stoudenmire, IV

✔ **License Type:** Adult Use Cultivator and Product Manufacturing

✔ **Licensing Board or Commission :** Massachusetts Cannabis Control Commission

✔ **License Issued Date :** 05/06/2022

✔ **License Expiration Date :** 07/06/2022

✔ **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? :** YES

✔ **Select One:** Applicant

✔ **Name:** §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Amount of Tax:** [redacted]

✔ **Type of Tax:** §36 12-0(and grounds outlined t[redacted]

✔ **Description of Action :** §36 12-0(and grounds outlined therein)[redacted]

✔ **Taxing Agency:** §36 12-0(and grounds outlined therein[redacted]

✔ **Tax Period Start Date :** §36 12-0(and ground[redacted]

✔ **Tax Period End Date :** §36 12-0(and grounds d[redacted]

✔ **Select One:** Applicant

✔ **Name:** §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Amount of Tax:** [redacted]

✔ **Type of Tax:** §36 12-0(and grounds outlined t[redacted]

✔ **Description of Action :** §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Taxing Agency:** §36 12-0(and grounds outlined therein)[redacted]

✔ **Tax Period Start Date :** §36 12-0(and grounds ou[redacted]

✔ **Tax Period End Date :** §36 12-0(and grounds d[redacted]

✔ **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?:** YES

✔ **Date Filed:** §36 12-0(and grounds [redacted]

✔ **Name of Court:** §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Case Caption:** §36 12-0(and grounds outlin[redacted]

✔ **Case Number:** §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Facts and circumstances concerning litigation** : §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Disposition:** §36 12-0(and grounds outlined therein) [redacted]

✔ **Date Filed:** §36 12-0(and ground [redacted]

✔ **Name of Court:** §36-12-40 (and grounds out lined therein) §36-12-40 (and grounds out lined therein) §36-12-40 (and grounds out lined therein) §36-12-40 (and grounds out lined therein) §36-12-40 (and grounds out lined therein)

✔ **Case Caption:** §36 12-0(and grounds out [redacted]

✔ **Case Number:** §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Facts and circumstances concerning litigation** : §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

✔ **Disposition:** §36 12-0(and grounds outlined therein) [redacted]

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

✔ **Is the spouse, parent or child of a public official of any unit of government:** : 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:** 7
Operation

✔ **Year One:** 7

✔ **Year Two:** 43

✔ **Year Three:** 53

✔ **Year Four:** 58

✔ **Year Five:** 58

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

---

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

✔ **Signature:** Sterling F. Stoudenmire, IV

✔ **Signature Date:** 12/25/2022

Documents

✔ **Resume or Curriculum Vitae of Individuals with Ownership Interest:**	1667_1_Resume or Curriculum Vitae of Individuals with Ownership Interest_Correc...
✔ **Residency of Owners:**	1667_2_Residency of Owners_Corrected.pdf (./api/documents/zhe1vnLr6/downlo...
✔ **Commercial Horticulture or Agronomic Production Experience of Owners:**	1667_3_Commercial Horticulture and Agronomic Production Experience_Correcte...
✔ **Criminal Background Check:**	1667_4_Criminal Background Check_Corrected.pdf (./api/documents/TYJYKr6bq/...
✔ **Minimum Performance Bond Requirement:**	1667_5_Minimum Performance Bond Requirement_Corrected.pdf (./api/document...
✔ **Minimum Liquid Assets Requirement:**	1667_6_Minimum Liquid Assets Requirement_Corrected.pdf (./api/documents/b5...
✔ **Demonstration of Sufficient Capital:**	1667_7_Demonstration of Sufficient Capital_Corrected.pdf (./api/documents/KVPv...
✔ **Minimum Operating Capital Requirement:**	1667_8_Minimum Operating Capital Requirement_Corrected.pdf (./api/documents...
✔ **Financial Statements:**	1667_9_Financial Statements_Corrected.pdf (./api/documents/g506daZcu/downl...
✔ **Tax Plan:**	1667_10_Tax Plan_Corrected.pdf (./api/documents/COitxXb06/download)
✔ **Business Formation Documents:**	1667_11_Business Formation Documents_Corrected.pdf (./api/documents/TYBiD...
✔ **Business License and Authorization of Local Jurisdictions:**	1667_12_Business License and Authorization of Local Authorities_Corrected.pdf (....
✔ **Business Plan:**	1667_13_Business Plan_Corrected.pdf (./api/documents/_1TxuWn4f/download)
✔ **Evidence of Business Relationship with other Licensees and Prospective Licensees:**	1667_14_Evidence of Business Relationships with other Licensees and Prospectiv...
✔ **Coordination of Information from Registered Certifying Physicians:**	1667_15_Coordination of Information from Registered Certifying Patients_Correct...
✔ **Point-of-Sale Responsibilities:**	1667_16_Point-of-Sale Responsibilities_Corrected.pdf (./api/documents/Fd9N9e6...
✔ **Confidentiality of Patient Information:**	1667_17_Confidentiality of Patient Information_Corrected.pdf (./api/documents/U...
✔ **Money Handling and Taxes:**	1667_18_Money Handling and Taxes_Corrected.pdf (./api/documents/H080M4oC...
✔ **Standard Operating Plan and Procedures:**	1667_19_Standard Operating Plan and Procedures_Corrected.pdf (./api/document...

✔ **Policies and Procedures Manual:**	1667_20_Policies and Procedures_Corrected.pdf (./api/documents/3k6DaIxtm/do...
✔ **Production and Manufacturing Process:**	1667_21_Production and Manufacturing Process_Corrected.pdf (./api/documents...
✔ **Machinery and Equipment:**	1667_22_Machinery and Equipment_Corrected.pdf (./api/documents/hjASN3whr/...
✔ **Receiving and Shipping Plan:**	1667_23_Receiving and Shipping Plan_Corrected.pdf (./api/documents/Vka7si5vS...
✔ **Secure Transport Vehicles:**	1667_24_Secure Transport Vehicles_Corrected.pdf (./api/documents/462i32_xI/d...
✔ **Compliance with Alabama Public Service Commission Requirements:**	1667_25_Compliance with Alabama Public Service Commission Requirements_Co...
✔ **Commercial Drivers' License:**	1667_26_Commercial Drivers License_Corrected.pdf (./api/documents/DmF7fNJy...
✔ **Fleet Summary:**	1667_27_Fleet Summary_Corrected.pdf (./api/documents/U8izh8jmV/download)
✔ **Care and Maintenance of Vehicles:**	1667_28_Care and Maintenance of Vehicles_Corrected.pdf (./api/documents/CmJ...
✔ **Route Plans:**	1667_29_Route Plans_Corrected.pdf (./api/documents/GwIJjpcZJ/download)
✔ **Plan for Segregation of Processes Within and Transportation Between Facilities:**	1667_30_Plan for Segregations of Processes Within and Transportation Between F...
✔ **Facilities:**	1667_31_Facilities_Corrected.pdf (./api/documents/tWm4hRv2P/download)
✔ **Engineering Plans and Specifications:**	1667_32_Engineering Plans and Specifications_Corrected.pdf (./api/documents/T...
✔ **Security Plan:**	1667_33_Security Plan_Corrected.pdf (./api/documents/FQfivKtyF/download)
✔ **Personnel:**	1667_34_Personnel_Corrected.pdf (./api/documents/lH9rf2u20/download)
✔ **Business Leadership Credentials:**	1667_35_Business Leadership Credentials_Corrected.pdf (./api/documents/WXOv...
✔ **Employee Handbook:**	1667_36_Employee Handbook_Corrected.pdf (./api/documents/ugh2bVZhj/downl...
✔ **Secure Transport Drivers:**	1667_37_Secure Transport_Corrected.pdf (./api/documents/RHnULorZs/download)
✔ **Drivers' Manual:**	1667_38_Drivers Manual_Corrected.pdf (./api/documents/X751WJhfE/download)
✔ **Quality Control and Quality Assurance Plan:**	1667_39_Quality Control and Quality Assurance Plan_Corrected.pdf (./api/docume...
✔ **Contamination and Recall Plan:**	1667_40_Contamination and Recall Plan_Corrected.pdf (./api/documents/1huP2h...
✔ **Marketing and Advertising Plan:**	1667_41_Marketing and Advertising Plan_Corrected.pdf (./api/documents/VG4YZ...
✔ **Website and Social Media:**	1667_42_Website and Social Media_Corrected.pdf (./api/documents/l9TZVJnHU/...
✔ **Ownership Entity Individuals (if applicable):**	1667_Ownership Entity Individuals_Corrected.pdf (./api/documents/l2fzZQVhV/do...

✔ **Management Service Agreement:**	1 Document(s)
✔ **Proof of Minimum Liability and Casualty Insurance:**	1667_Proof of Minimum Liability and Casualty Insurance_Corrected.pdf (./api/doc...
✔ **Affidavit - Entity Applicant:**	1667_Ownership Entity Individuals_Corrected.pdf (./api/documents/DRScJfF7W/d...

Payments

✔ **Payment Options:** Credit Card

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

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type
Edward Wayne Bassett	11.875%
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.

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
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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.

Institution	City	State
Troy University	Troy	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
09/1981	03/1986	Bachelor of Science in Marketing

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.

Employer	Contact Person	Telephone
Beck's Turf, Inc.	Jackie Yarbourgh	334-724-9800

Business Address: 2858 County Road 53

City	State	Zip
Tuskegee	AL	36083

Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
01/1994	Present

Mr. Turf, Inc. (Company is out of business)		
Employer	Contact Person	Telephone
9397 Highway 239		
Business Address		
Banks	AL	36005
City	State	Zip
03/1991	06/1993	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

Flint Equipment Company (Bought out by MidSouth Machinery)	Terry Anderson	334-794-8691
Employer	Contact Person	Telephone
169 Ross Clark Circle		
Business Address		
Dothan	AL	36303
City	State	Zip
02/1986	02/1991	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

MidSouth Machinery	Johnny Majors	334-277-7260
Employer	Contact Person	Telephone
3450 Weptumpka Highway		
Business Address		
Montgomery	AL	36110
City	State	Zip
02/1986	12/1989	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

Employer	Contact Person	Telephone
Business Address		
City	State	Zip
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

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

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type
James Leonard Bassett	11.875%
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.

§36-12-40 (and grounds outlined therein)
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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)

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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
Auburn University	Montgomery	AL			Bachelor of Science in Business Administration
Auburn University	Auburn	AL			

Employment History

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

Employer	Contact Person	Telephone
Beck's Turf, Inc.	Jackie Yarbourgh	334-724-9800

Business Address: 2858 County Road 53

City	State	Zip
Tuskegee	AL	36083

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

First National Bank | Liz Braswell | 334-738-2060
Employer | Contact Person | Telephone

104 East Hardaway Street
Business Address

City | AL | State | Zip

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

Union Springs Country Club | | |
Employer | Contact Person | Telephone

600 Country Club Drive
Business Address

City | AL | 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)

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

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

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type
Cope McCall Smith	11.875
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.

§36-12-40 (and grounds outlined therein)
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§36-12-40 (and grounds outlined therein)

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

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

Residential Street Address

City | State | Zip

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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
Auburn University	Auburn	AL	06/1995	12/1999	Bachelor Degree of Science Ag Economics

Employment History

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

Employer	Contact Person	Telephone
Bonnie Plants	Bo Hancock	334-473-0581

Business Address: 2801 Interstate Drive

City	State	Zip	Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
Opelika	AL	36801	02/2017	Present

Smith Plant Farm	Hunter Smith	334-740-7070
Employer	Contact Person	Telephone

699 County Road 30
Business Address

Union Springs	AL	36089
City	State	Zip

12/1999	Present
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Employer	Contact Person	Telephone

Business Address

City	State	Zip

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

Employer	Contact Person	Telephone

Business Address

City	State	Zip

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

Employer	Contact Person	Telephone

Business Address

City	State	Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

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

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type
James Huntley Smith	11.875%
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.

919 Lee Loop Road
Residential Street Address

Union Springs	AL	36089
City	State	Zip

03/2015	Present
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)

4551 Peachburg Road
Residential Street Address

Union Springs	AL	36089
City	State	Zip

01/2010	02/2015
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).

921 Lee Loop Road
Residential Street Address

Union Springs	AL	36089
City	State	Zip

01/2005	12/2009
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)

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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
Auburn University	Auburn	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
08/2000	12/2004	Bachelor of Science in Business Administration

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.

Employer	Contact Person	Telephone
Bonnie Plants	Bo Hancock	334-473-0581

Business Address: 2801 Interstate Drive

City	State	Zip
Opelika	AL	36801

Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
02/2017	Present

Smith Plant Farm, Inc.	Cope Smith	334-850-4036
Employer	Contact Person	Telephone

699 County Road 30
Business Address

Union Springs	AL	36089
City	State	Zip

11/2005	Present
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Employer	Contact Person	Telephone

Business Address

City	State	Zip

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

Employer	Contact Person	Telephone

Business Address

City	State	Zip

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

Employer	Contact Person	Telephone

Business Address

City	State	Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

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

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type
Sterling Franklin Stoudenmire IV	5.000%
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

§36-12-40 (and grounds outlined therein)
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Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)

§36-12-40 (and grounds outlined therein)
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§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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.

Institution	City	State
Florida State University	Tallahassee	FL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
08/1984	12/1988	BS Finance

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.

Employer	Contact Person	Telephone
Self Employed- Opus Fideles, LLC	Self	(407) 925-8205

Business Address: PO Box 505

City	State	Zip
Fairhope	AL	36532

Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
05/2021	11/2022 present

Self Employed- Pure Greens	Shelly Mayse	(407) 345-8332
Employer	Contact Person	Telephone

7706 County Road 150
Business Address

Salida	CO	81201
City	State	Zip

03/2020	04/2021
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

PG Grow II, LLC (dba Pure Greens)	Shelly Mayse	(407) 345-8332
Employer	Contact Person	Telephone

7706 County Road 150
Business Address

Salida	CO	81201
City	State	Zip

1/2019	2/2020
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Berlin International (dba Pure Greens)	Shelly Mayse	(407) 345-8332
Employer	Contact Person	Telephone

7706 County Road 150
Business Address

Salida	CO	81201
City	State	Zip

6/2015	12/2018
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Van Dyke Holdings, LLC	Shelly Mayse	(407) 345-8332
Employer	Contact Person	Telephone

10124 Foxhurst Court
Business Address

Orlando	FL	32836
City	State	Zip

10/2014	12/2019
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

AMLEASE Corp. (dba America's Best)	Shelly Mayse	(407) 345-8332
Employer	Contact Person	Telephone

50 Glenlake Parkway, Ste 350
Business Address

Atlanta	GA	30328
City	State	Zip

1/2014	8/2014
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Country Hearth Inn (dba America's Best)	Shelly Mayse	(407) 345-8332
Employer	Contact Person	Telephone

50 Glenlake Parkway, Ste 350
Business Address

Atlanta	GA	30328
City	State	Zip

12/2013	12/2013
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Self Employed	Self	(407) 925-8205
Employer	Contact Person	Telephone

6707 Valhalla Way
Business Address

Windermere	FL	34786
City	State	Zip

8/2013	9/2014
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

Island One, Inc.	N/A- Company Sold	N/A- Company Sold
Employer	Contact Person	Telephone

8680 Commodity Circle
Business Address

Orlando	FL	32819
City	State	Zip

1/2005	7/2013
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type
James Winfrey Wilson, III	23.75%
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.

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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)

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.

Institution	City	State
University of Alabama	Tuscaloosa	AL

Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
09/1981	05/1985	Bachelor Degree

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.

Employer	Contact Person	Telephone
Jim Wilson & Associates, LLC	Melinda Knight	334-260-2500

Business Address: 2660 Eastchase Lane, Suite 100

City	State	Zip
Montgomery	AL	36117

Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
01/1988	11/2022

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

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

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type
William Byrne Wilson	23.75%
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.

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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)

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.

Institution	City	State	Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received
Huntingdon College	Montgomery	AL	09/1987	05/1990	Bachelor Degree
University of Alabama	Tuscaloosa	AL	09/1985	05/1986	N/A

Employment History

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

Employer	Contact Person	Telephone
Jim Wilson & Associates, LLC	Melinda Knight	334-260-2500

Business Address: 2660 Eastchase Lane, Suite 100

City	State	Zip	Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)
Montgomery	AL	36117	09/1992	11/2022

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

Employer | Contact Person | Telephone

Business Address

City | State | Zip

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

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

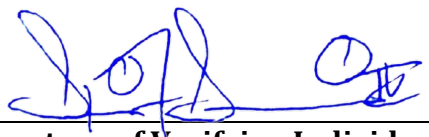
City | State | Zip

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

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	December 29, 2022
Signature of Verifying Individual	**Verification Date**

2 – Residency of Owners

The Applicant has included records that a majority of ownership of the Applicant is attributable to an individual or individuals with proof of residency in Alabama for a continuous period of no less than 15 years preceding the date of application.

Table of Contents

Cover Page
Table of Contents and Summary of Exhibit 2 Page 1
James Leonard Bassett - Proof of Residency – 11.875 % Ownership Pages 2-3
(Alabama Voter Registration Records)
Edward Wayne Bassett - Proof of Residency – 11.875 % Ownership Pages 4
(ALFA Insurance Letter – Homeowners Insurance Record)
Cope McCall Smith – Proof of Residency – 11.875 % Ownership Pages 5-22
(Income Tax Documents)
James Huntley Smith – Proof of Residency – 11.875 % Ownership Pages 23-41
(Income Tax Documents)
Sterling Franklin Stoudenmire, IV – Proof of Residency – 5.000% Ownership Pages 42
(Alabama Motor Vehicle Registration Records)
James Winfrey Wilson, III – Proof of Residency – 23.75 % Ownership Pages 43-47
(Alabama Motor Vehicle Registration Records)
William Byrne Wilson – Proof of Residency – 23.75 % Ownership Pages 48-52
(Alabama Motor Vehicle Registration Records)

Registrant Information Card

Registrant # §36-12-40 (and grounds outlined therein)

Status ACTIVE
Status Reason ACTIVE REGISTRANT
Registration Date 06/15/1990
How Reg IN PERSON

BASSETT, JAMES LEONARD

MAILING ADDRESS

§36-12-40 (and grounds outlined therein)

Precinct §36-12-40 (and grounds outlined therein)
Birth Date §36-12-40 (and grounds outlined therein)
Party §36-12-40 (and grounds outlined therein)
Gender §36-12-40 (and grounds outlined therein)
Race §36-12-40 (and grounds outlined therein)
Reg Source BOARD OF REGISTRARS
Voter Needs Assistance

1
2
NVRA UPDATE
MOVED TO
ORIGINAL NAME
FED. CERT NO.
DHR
MEDICAID
OPTIONAL FIELD 9

Signature of Voter

Registrant Receipt

Registrant # 460009677

Status ACTIVE
Status Reason ACTIVE REGISTRANT
Registration Date 6/15/1990
How Reg IN PERSON

BASSETT, JAMES LEONARD

MAILING ADDRESS

§36-12-40 (and grounds outlined therein)§3

Precinct §36-12-40 (and grounds outlined therein)
Birth Date §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
Party §36-12-40 (and grounds outlined therein)
Gender §36-12-40 (and grounds outlined therein)
Race §36-12-40 (and grounds outlined therein)
Reg Source §36-12-40 (and grounds outlined therein)
Voter Needs Assistance

1
2
NVRA UPDATE
MOVED TO
ORIGINAL NAME
FED. CERT NO.
DHR
MEDICAID
OPTIONAL FIELD 9

Signature of Voter

MACON

INDIVIDUAL VOTING HISTORY REPORT

Processed: 11/18/2022 9:19 AM
Printed: 11/18/2022 9:19 AM

BASSETT, JAMES LEONARD
445 DOWNS RD
HARDAWAY, AL 36039

Election Code	Election Name	Election Date	Party	Precinct Part	Voting Location	How Voted	Absentee Reason
§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							
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§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							
§36-12-40 (and grounds outlined therein)							

766 EAST GLENN AVENUE
AUBURN, ALABAMA 36830
334/887-8502
FAX: 866/876-8478

To whom it may concern:

Edward Wayne Bassett has been an Alfa Insurance customer since 1/1/1992. This continuous service has included Homeowners coverage for the past 15 years at the primary dwellings:

§36-12-40 (and grounds outlined therein)§36-12-40 (

Homeowners coverage is still actively in force for the primary residence of §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

If any additional information is needed, please feel free to reach out and we will be happy to provide.

Best Regards,

Clay Milton

Alfa Insurance

ALFA MUTUAL INSURANCE COMPANY ■ ALFA MUTUAL FIRE INSURANCE COMPANY ■ ALFA MUTUAL GENERAL INSURANCE COMPANY
ALFA LIFE INSURANCE CORPORATION ■ ALFA INSURANCE CORPORATION
ALFA GENERAL INSURANCE CORPORATION ■ ALFA SPECIALTY INSURANCE CORPORATION ■ ALFA ALLIANCE INSURANCE CORPORATION
ALFA VISION INSURANCE CORPORATION ■ ALFA FINANCIAL CORPORATION

416050446 11/14/2022

Form **1040** Department of the Treasury - Internal Revenue Service **U.S. Individual Income Tax Return 2006** (99) IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2006, or other tax year beginning , 2006, ending , 20 OMB No. 1545-0074

Label (See instructions on page 16.) Use the IRS label. Otherwise, please print or type.

Your first name and initial	Last name	Your social security number
COPE	SMITH	§36-12-40 (and grounds outlined therein)
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Apt. no. — You **must** enter your SSN(s) above.

Presidential Election Campaign — Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 16) ▶ Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See page 17.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child (see page 17)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a — Boxes checked on 6a and 6b: 2
b ☒ Spouse
c **Dependents:**

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qual. child for child tax cr. (see page 19)
§36-12-40 (and grounds outlined therein)§36-12-40 (and g			X

If more than four dependents, see page 19.

No. of children on 6c who:
• lived with you: 1
• did not live with you due to divorce or separation (see page 20):
Dependents on 6c not entered above:

d Total number of exemptions claimed — Add numbers on lines above ▶: 3

Income — Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 23.

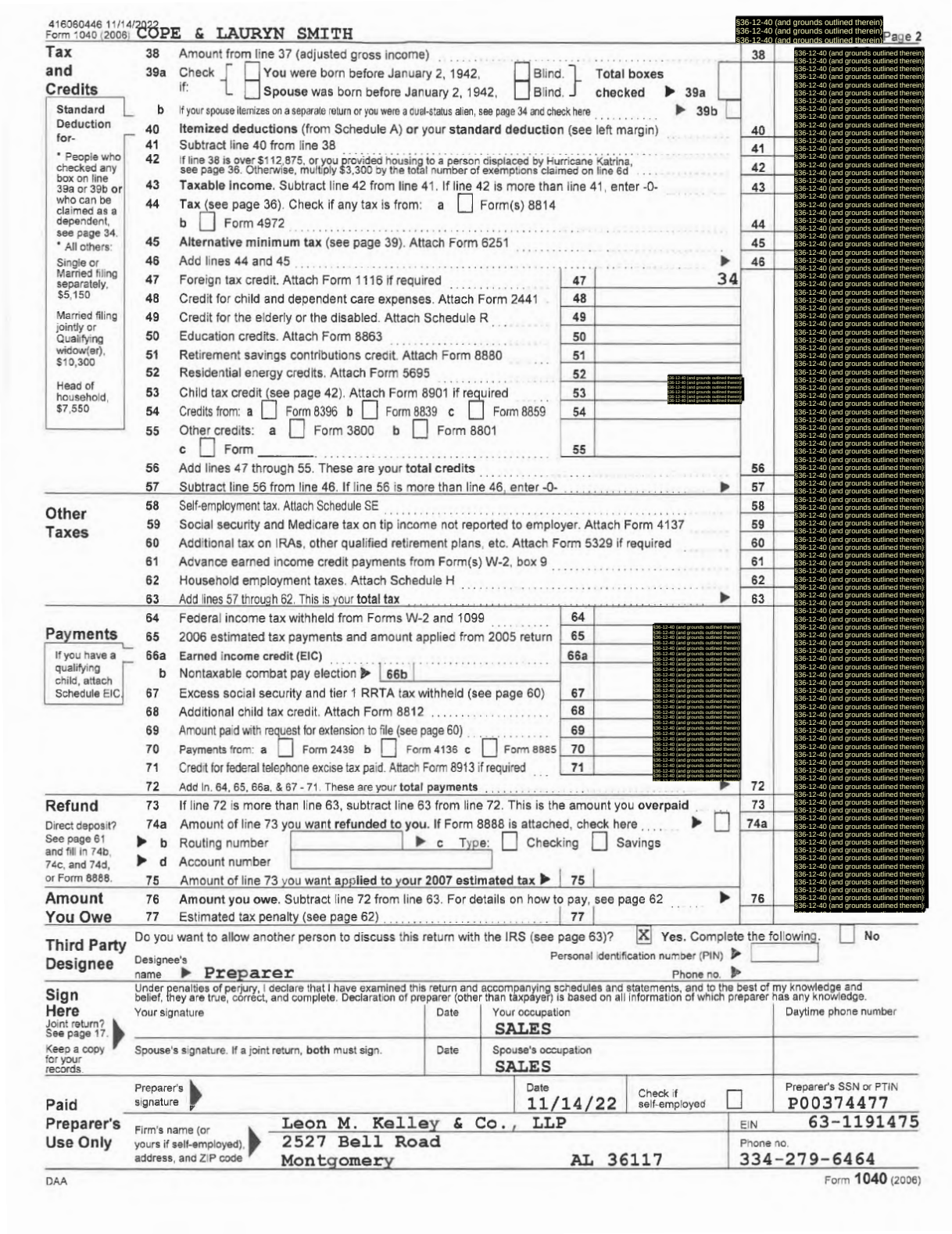
Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2			7	§36-12-40 (and grounds outlined therein)
8a	**Taxable** interest. Attach Schedule B if required			8a	§36-12-40 (and grounds outlined therein)
b	**Tax-exempt** interest. **Do not** include on line 8a	8b			§36-12-40 (and grounds outlined therein)
9a	Ordinary dividends. Attach Schedule B if required			9a	§36-12-40 (and grounds outlined therein)
b	Qualified dividends (see page 23)	9b			§36-12-40 (and grounds outlined therein)
10	Taxable refunds, credits, or offsets of state and local income taxes (see page 24)			10	§36-12-40 (and grounds outlined therein)
11	Alimony received			11	§36-12-40 (and grounds outlined therein)
12	Business income or (loss). Attach Schedule C or C-EZ			12	§36-12-40 (and grounds outlined therein)
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			13	§36-12-40 (and grounds outlined therein)
14	Other gains or (losses). Attach Form 4797			14	§36-12-40 (and grounds outlined therein)
15a	IRA distributions	15a	b Taxable amount (see page 25)	15b	§36-12-40 (and grounds outlined therein)
16a	Pensions and annuities	16a	b Taxable amount (see page 26)	16b	§36-12-40 (and grounds outlined therein)
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E			17	§36-12-40 (and grounds outlined therein)
18	Farm income or (loss). Attach Schedule F			18	§36-12-40 (and grounds outlined therein)
19	Unemployment compensation			19	§36-12-40 (and grounds outlined therein)
20a	Social security benefits	20a	b Taxable amount (see page 27)	20b	§36-12-40 (and grounds outlined therein)
21	Other income. List type and amount (see page 29)			21	§36-12-40 (and grounds outlined therein)
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income** ▶			22	§36-12-40 (and grounds outlined therein)

Adjusted Gross Income

23	Archer MSA deduction. Attach Form 8853	23		§36-12-40 (and grounds outlined therein)
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		§36-12-40 (and grounds outlined therein)
25	Health savings account deduction. Attach Form 8889	25		§36-12-40 (and grounds outlined therein)
26	Moving expenses. Attach Form 3903	26		§36-12-40 (and grounds outlined therein)
27	One-half of self-employment tax. Attach Schedule SE	27		§36-12-40 (and grounds outlined therein)
28	Self-employed SEP, SIMPLE, and qualified plans	28		§36-12-40 (and grounds outlined therein)
29	Self-employed health insurance deduction (see page 29)	29		§36-12-40 (and grounds outlined therein)
30	Penalty on early withdrawal of savings	30		§36-12-40 (and grounds outlined therein)
31a	Alimony paid b Recipient's SSN ▶	31a		§36-12-40 (and grounds outlined therein)
32	IRA deduction (see page 31)	32		§36-12-40 (and grounds outlined therein)
33	Student loan interest deduction (see page 33)	33		§36-12-40 (and grounds outlined therein)
34	Jury duty pay you gave to your employer	34		§36-12-40 (and grounds outlined therein)
35	Domestic production activities deduction. Attach Form 8903	35		§36-12-40 (and grounds outlined therein)
36	Add lines 23 through 31a and 32 through 35		36	§36-12-40 (and grounds outlined therein)
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37	§36-12-40 (and grounds outlined therein)

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 80. DAA — Form **1040** (2006)



416060446 11/14/2022
Form 1040 (2006) COPE & LAURYN SMITH §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) Page 2

Tax and Credits

Standard Deduction for-
* People who checked any box on line 39a or 39b or who can be claimed as a dependent, see page 34.
* All others:
Single or Married filing separately, $5,150
Married filing jointly or Qualifying widow(er), $10,300
Head of household, $7,550

38 Amount from line 37 (adjusted gross income) — 38
39a Check if: ☐ You were born before January 2, 1942, ☐ Blind. ☐ Spouse was born before January 2, 1942, ☐ Blind. Total boxes checked ▶ 39a
b If your spouse itemizes on a separate return or you were a dual-status alien, see page 34 and check here ▶ 39b ☐
40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) — 40
41 Subtract line 40 from line 38 — 41
42 If line 38 is over $112,875, or you provided housing to a person displaced by Hurricane Katrina, see page 36. Otherwise, multiply $3,300 by the total number of exemptions claimed on line 6d — 42
43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- — 43
44 Tax (see page 36). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972 — 44
45 Alternative minimum tax (see page 39). Attach Form 6251 — 45
46 Add lines 44 and 45 — ▶ 46
47 Foreign tax credit. Attach Form 1116 if required — 47 — 34
48 Credit for child and dependent care expenses. Attach Form 2441 — 48
49 Credit for the elderly or the disabled. Attach Schedule R — 49
50 Education credits. Attach Form 8863 — 50
51 Retirement savings contributions credit. Attach Form 8880 — 51
52 Residential energy credits. Attach Form 5695 — 52
53 Child tax credit (see page 42). Attach Form 8901 if required — 53
54 Credits from: a ☐ Form 8396 b ☐ Form 8839 c ☐ Form 8859 — 54
55 Other credits: a ☐ Form 3800 b ☐ Form 8801 c ☐ Form _____ — 55
56 Add lines 47 through 55. These are your total credits — 56
57 Subtract line 56 from line 46. If line 56 is more than line 46, enter -0- — ▶ 57

Other Taxes

58 Self-employment tax. Attach Schedule SE — 58
59 Social security and Medicare tax on tip income not reported to employer. Attach Form 4137 — 59
60 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required — 60
61 Advance earned income credit payments from Form(s) W-2, box 9 — 61
62 Household employment taxes. Attach Schedule H — 62
63 Add lines 57 through 62. This is your total tax — ▶ 63

Payments

If you have a qualifying child, attach Schedule EIC.

64 Federal income tax withheld from Forms W-2 and 1099 — 64
65 2006 estimated tax payments and amount applied from 2005 return — 65
66a Earned income credit (EIC) — 66a
b Nontaxable combat pay election ▶ 66b
67 Excess social security and tier 1 RRTA tax withheld (see page 60) — 67
68 Additional child tax credit. Attach Form 8812 — 68
69 Amount paid with request for extension to file (see page 60) — 69
70 Payments from: a ☐ Form 2439 b ☐ Form 4136 c ☐ Form 8885 — 70
71 Credit for federal telephone excise tax paid. Attach Form 8913 if required — 71
72 Add ln. 64, 65, 66a, & 67 - 71. These are your total payments — ▶ 72

Refund

Direct deposit? See page 61 and fill in 74b, 74c, and 74d, or Form 8888.

73 If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid — 73
74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ ☐ — 74a
▶ b Routing number ▶ c Type: ☐ Checking ☐ Savings
▶ d Account number
75 Amount of line 73 you want applied to your 2007 estimated tax ▶ 75

Amount You Owe

76 Amount you owe. Subtract line 72 from line 63. For details on how to pay, see page 62 — ▶ 76
77 Estimated tax penalty (see page 62) — 77

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see page 63)? ☒ Yes. Complete the following. ☐ No

Designee's name ▶ Preparer — Personal identification number (PIN) ▶ — Phone no. ▶

Sign Here

Joint return? See page 17. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		SALES	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	
		SALES	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
	11/14/22	☐	P00374477

Firm's name (or yours if self-employed), address, and ZIP code: Leon M. Kelley & Co., LLP, 2527 Bell Road, Montgomery AL 36117 — EIN 63-1191475 — Phone no. 334-279-6464

DAA — Form **1040** (2006)

416060446 11/14/2022 3:10 PM

Form **1040** Department of the Treasury—Internal Revenue Service **U.S. Individual Income Tax Return 2007** (99) IRS Use Only—Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2007, or other tax year beginning . 2007, ending . 20 OMB No. 1545-0074

Label (See instructions on page 12.) **Use the IRS label.** Otherwise, please print or type. **Presidential Election Campaign** ▶

Your first name and initial	Last name	Your social security number
COPE	SMITH	§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)	Last name SMITH	Spouse's social security number §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) see page 12.	Apt. no.	You must enter your SSN(s) above.

Checking a box below will not change your tax or refund.

Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 12) ▶ ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See page 13.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child (see page 14)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
c **Dependents:**

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qual. child for child tax cr. (see page 15)
§36-12-40 (and grounds outlined therein)			☒
			☒

If more than four dependents, see page 15.

Boxes checked on 6a and 6b: 2
No. of children on 6c who:
• lived with you: 2
• did not live with you due to divorce or separation (see page 16):
Dependents on 6c not entered above:

d Total number of exemptions claimed — Add numbers on lines above ▶ 4

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 19.

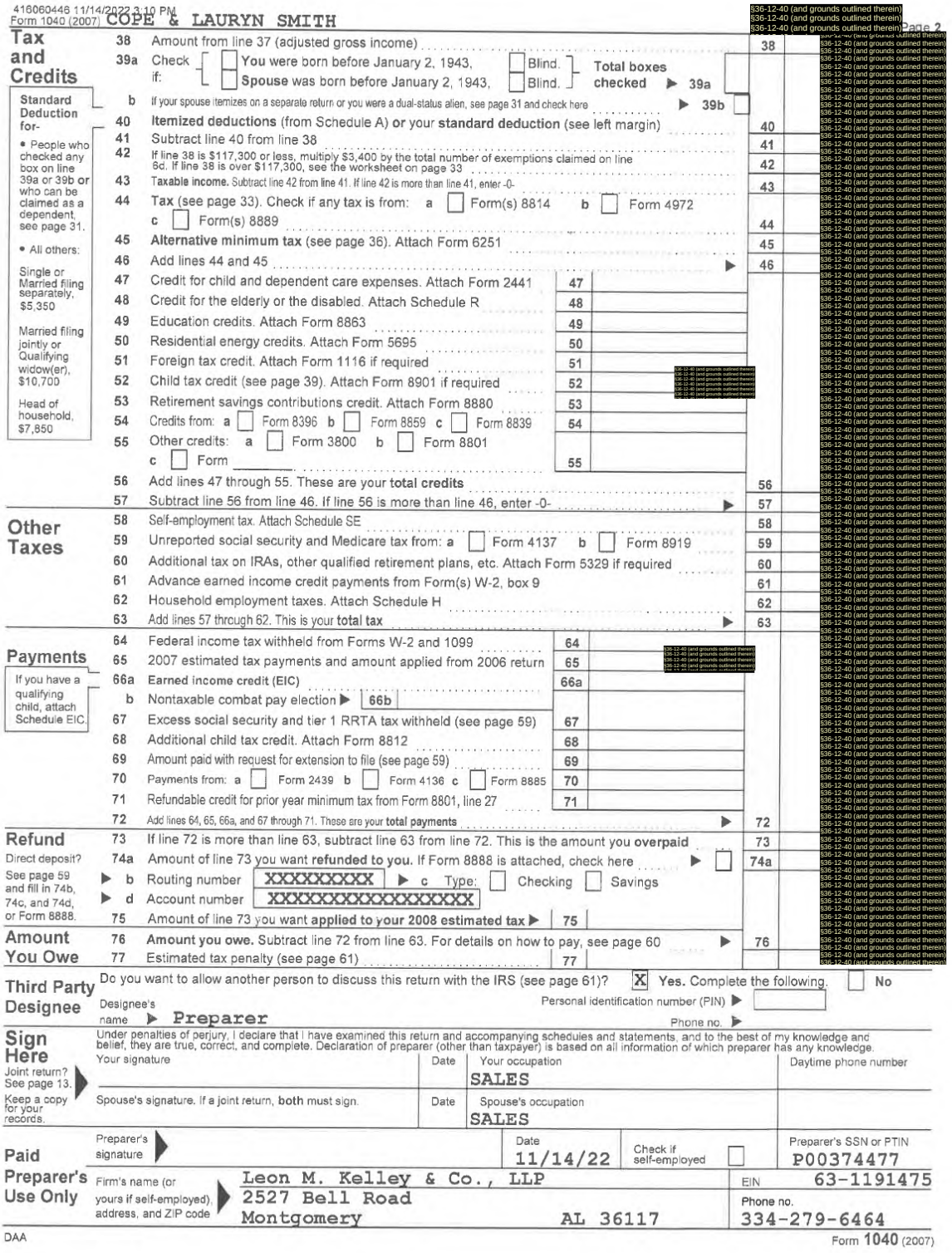
Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2			7
8a	**Taxable** interest. Attach Schedule B if required			8a
b	**Tax-exempt** interest. **Do not** include on line 8a	8b		
9a	Ordinary dividends. Attach Schedule B if required			9a
b	Qualified dividends (see page 19)	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes (see page 20)			10
11	Alimony received			11
12	Business income or (loss). Attach Schedule C or C-EZ			12
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			13
14	Other gains or (losses). Attach Form 4797			14
15a	IRA distributions 15a		b Taxable amount (see page 21)	15b
16a	Pensions and annuities 16a		b Taxable amount (see page 22)	16b
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E			17
18	Farm income or (loss). Attach Schedule F			18
19	Unemployment compensation			19
20a	Social security benefits 20a		b Taxable amount (see page 24)	20b
21	Other income. List type and amount (see page 24)			21
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income** ▶			22

Adjusted Gross Income

23	Educator expenses (see page 26)	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	One-half of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction (see page 26)	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction (see page 27)	32	
33	Student loan interest deduction (see page 30)	33	
34	Tuition and fees deduction. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 31a and 32 through 35		36
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 83. DAA Form **1040** (2007)



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Form 1040 (2007) COPE & LAURYN SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein) Page 2

Tax and Credits

Standard Deduction for-
- People who checked any box on line 39a or 39b or who can be claimed as a dependent, see page 31.
- All others:

Single or Married filing separately, $5,350

Married filing jointly or Qualifying widow(er), $10,700

Head of household, $7,850

38	Amount from line 37 (adjusted gross income)			38
39a	Check if: ☐ You were born before January 2, 1943, ☐ Blind. ☐ Spouse was born before January 2, 1943, ☐ Blind.	Total boxes checked ▶ 39a		
b	If your spouse itemizes on a separate return or you were a dual-status alien, see page 31 and check here ▶ 39b			
40	**Itemized deductions** (from Schedule A) **or** your **standard deduction** (see left margin)			40
41	Subtract line 40 from line 38			41
42	If line 38 is $117,300 or less, multiply $3,400 by the total number of exemptions claimed on line 6d. If line 38 is over $117,300, see the worksheet on page 33			42
43	**Taxable income.** Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-			43
44	**Tax** (see page 33). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐ Form(s) 8889			44
45	**Alternative minimum tax** (see page 36). Attach Form 6251			45
46	Add lines 44 and 45 ▶			46
47	Credit for child and dependent care expenses. Attach Form 2441	47		
48	Credit for the elderly or the disabled. Attach Schedule R	48		
49	Education credits. Attach Form 8863	49		
50	Residential energy credits. Attach Form 5695	50		
51	Foreign tax credit. Attach Form 1116 if required	51		
52	Child tax credit (see page 39). Attach Form 8901 if required	52		
53	Retirement savings contributions credit. Attach Form 8880	53		
54	Credits from: a ☐ Form 8396 b ☐ Form 8859 c ☐ Form 8839	54		
55	Other credits: a ☐ Form 3800 b ☐ Form 8801 c ☐ Form _____	55		
56	Add lines 47 through 55. These are your **total credits**			56
57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0- ▶			57

Other Taxes

58	Self-employment tax. Attach Schedule SE			58
59	Unreported social security and Medicare tax from: a ☐ Form 4137 b ☐ Form 8919			59
60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required			60
61	Advance earned income credit payments from Form(s) W-2, box 9			61
62	Household employment taxes. Attach Schedule H			62
63	Add lines 57 through 62. This is your **total tax** ▶			63

Payments

If you have a qualifying child, attach Schedule EIC.

64	Federal income tax withheld from Forms W-2 and 1099	64		
65	2007 estimated tax payments and amount applied from 2006 return	65		
66a	**Earned income credit (EIC)**	66a		
b	Nontaxable combat pay election ▶ 66b			
67	Excess social security and tier 1 RRTA tax withheld (see page 59)	67		
68	Additional child tax credit. Attach Form 8812	68		
69	Amount paid with request for extension to file (see page 59)	69		
70	Payments from: a ☐ Form 2439 b ☐ Form 4136 c ☐ Form 8885	70		
71	Refundable credit for prior year minimum tax from Form 8801, line 27	71		
72	Add lines 64, 65, 66a, and 67 through 71. These are your **total payments** ▶			72

Refund

Direct deposit? See page 59 and fill in 74b, 74c, and 74d, or Form 8888.

73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you **overpaid**		73
74a	Amount of line 73 you want **refunded to you.** If Form 8888 is attached, check here ▶ ☐		74a
▶ b	Routing number XXXXXXXXX ▶ c Type: ☐ Checking ☐ Savings		
▶ d	Account number XXXXXXXXXXXXXXXXX		
75	Amount of line 73 you want **applied to your 2008 estimated tax** ▶	75	

Amount You Owe

76	**Amount you owe.** Subtract line 72 from line 63. For details on how to pay, see page 60 ▶		76
77	Estimated tax penalty (see page 61)	77	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see page 61)? ☒ Yes. Complete the following. ☐ No

Designee's name ▶ Preparer | Personal identification number (PIN) ▶ | Phone no. ▶

Sign Here

Joint return? See page 13. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		SALES	
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	
		SALES	

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
	11/14/22	☐	P00374477

Firm's name (or yours if self-employed), address, and ZIP code: Leon M. Kelley & Co., LLP
2527 Bell Road
Montgomery AL 36117

EIN 63-1191475
Phone no. 334-279-6464

DAA

Form **1040** (2007)

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FORM
40 Alabama **2008**
Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2008, or other tax year: Beginning: Ending: •

§36-12-40 (and grounds outlined therein)

Your first name Initial Last name
• COPE SMITH

Spouse's first name Initial Last name

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

• ☐ Check if address is outside U.S. Foreign Country

▶ CHECK BOX IF AMENDED RETURN • ☐

Filing Status/ Exemptions
1 • ☐ $1,500 Single
2 • ☒ $3,000 Married filing joint
3 • ☐ $1,500 Married filing separate. Complete Spouse SSN
4 • ☐ $3,000 Head of Family (with qualifying person).

			A – Alabama tax withheld	B – Income
Income and Adjustments	5	Wages, salaries, tips, etc. (list each employer and address separately):		
	a		5a • 00	5a 00
	b		5b • 00	5b 00
	c		5c • 00	5c 00
	d		5d • 00	5d 00
	6	Interest and dividend income (also attach Schedule B if over $1,500)		6 • 00
	7	Other income (from page 2, Part I, line 9)		7 • 00
	8	**Total income.** Add amounts in the income column for line 5a through line 7		8 • 00
	9	Total adjustments to income (from page 2, Part II, line 9)		9 • 00
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 • 00
Deductions	11	Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 26. Check box b, if you **do not** itemize deductions, and enter **standard deduction** (see instr.)	Box a or b **MUST** be checked	
You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.		• ☒ a **Itemized Deductions** • ☐ b **Standard Deduction**	11 • 00	
	▶12	Federal tax deduction (see instructions)		
		DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)	12 • 00	
	13	Personal exemption (from line 1, 2, 3, or 4)	13 • 00	
	14	Dependent exemption (from page 2, Part III, line 2)	14 • 00	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 • 00
	16	**Taxable income.** Subtract line 15 from line 10		16 • 00
	17	**Income Tax due.** Enter amount from tax table or check if from • ☐ Form NOL-85A		17 • 00
	18	Less **credits** from: • ☐ Schedule CR and/or • ☐ Schedule OC		18 • 00
Tax Staple Form(s) W-2, W-2G, and/or 1099 here.	19 a	**Net tax due Alabama.** Subtract line 18 from line 17		19a • 00
	b	Consumer Use Tax (use worksheet on page 10)		19b • 00
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the following:		
	a	Alabama Democratic Party ☐ $1 ☐ $2 ☒ none		20a • 00
	b	Alabama Republican Party ☐ $1 ☐ $2 ☒ none		20b • 00
	21	**Total tax liability and voluntary contribution.** Add lines 19a, 19b, 20a, and 20b		21 • 00
Payments	22	**Alabama income tax withheld** (from Forms W-2, W-2G, and/or 1099)	22 • 00	
	23	2008 estimated tax payments/Automatic Extension Payment	23 • 00	
	24	Amended Returns Only — Previous payments (see instructions)	24 • 00	
	25	**Total payments.** Add lines 22, 23 and 24		25 • 00
	26	Amended Returns Only — Previous refund (see instructions)		26 • 00
	27	**Adjusted Total Payments.** Subtract line 26 from line 25		27 • 00
AMOUNT YOU OWE	28	If line 21 is larger than line 27, subtract line 27 from line 21, and enter **AMOUNT YOU OWE.** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPANY PAYMENT.)**		28 • 00
	29	Estimated tax penalty. Also include on line 28 (see instructions page 11)	29 • 00	
OVERPAID	30	If line 27 is larger than line 21, subtract line 21 from line 27, and enter amount **OVERPAID**		30 • 00
	31	Amount of line 30 to be applied to your **2009 estimated tax**	31 • 00	
Donations	32	**Total** Donation Check-offs from Schedule DC, line 2	32 • 00	
REFUND	33	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on the reverse side.) Subtract lines 31 and 32 from line 30. For Direct Deposit, check here • ☐ and complete Part V, Page 2		33 • 00

AL22

FORM **40** **2009**

Alabama
Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2009, or other tax year: Beginning: Ending: ●

Your social security number
●416-06-0446
●COPE SMITH
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Spouse's SSN if joint return
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

● ☐ Check if address is outside U.S. Foreign Country

▶ CHECK BOX IF AMENDED RETURN ● ☐

Filing Status/ Exemptions
1 ● ☐ $1,500 Single
2 ● [X] $3,000 Married filing joint
3 ● ☐ $1,500 Married filing separate. Complete Spouse SSN
4 ● ☐ $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld		B - Income	
Income and Adjustments	5	Wages, salaries, tips, etc. *(list each employer and address separately):*				
	a		5a ● 00		5a	00
	b		5b ● 00		5b	00
	c		5c ● 00		5c	00
	d		5d ● 00		5d	00
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*			6 ● §36-12-40 (and grounds outlined therein)	00
	7	Other income *(from page 2, Part I, line 9)*			7 ● §36-12-40 (and grounds outlined therein)	00
	8	**Total income.** Add amounts in the income column for line 5a through line 7			8 ● §36-12-40 (and grounds outlined therein)	00
	9	Total adjustments to income *(from page 2, Part II, line 10)*			9 ● §36-12-40 (and grounds outlined therein)	00
	10	**Adjusted gross income.** Subtract line 9 from line 8			10 ● §36-12-40 (and grounds outlined therein)	00
Deductions You Must Attach page 2 of Federal Form 1040, Federal Form 1040A Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.	11	Check box a, if you **itemize deductions,** and enter amount from Sch. A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** ● [a X] **Itemized Deductions** ● [b ☐] **Standard Deduction**	Box a or b **MUST** be checked 11 ● §36-12-40 (and grounds outlined therein) 00			
	▶12	Federal tax deduction *(see instructions)* STATEMENT 1 **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 ● §36-12-40 (and grounds outlined therein) 00			
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 ● §36-12-40 (and grounds outlined therein) 00			
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 ● §36-12-40 (and grounds outlined therein) 00			
	15	**Total deductions.** Add lines 11, 12, 13, and 14			15 ● §36-12-40 (and grounds outlined therein)	00
Tax Staple Form(s) W-2, W-2G, and/or 1099 here.	16	**Taxable income.** Subtract line 15 from line 10			16 ● §36-12-40 (and grounds outlined therein)	00
	17	**Income Tax due.** Enter amount from tax table or check if from ● ☐ Form NOL-85A			17 ● §36-12-40 (and grounds outlined therein)	00
	18	Less **credits** from: ● ☐ Schedule CR and/or ● ☐ Schedule OC			18 ● §36-12-40 (and grounds outlined therein)	00
	19a	**Net tax due Alabama.** Subtract line 18 from line 17			19a ● §36-12-40 (and grounds outlined therein)	00
	b	Consumer Use Tax (use worksheet on page 9)			19b ● §36-12-40 (and grounds outlined therein)	00
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the following:				
	a	Alabama Democratic Party ☐ $1 ☐ $2 [X] none			20a ● §36-12-40 (and grounds outlined therein)	00
	b	Alabama Republican Party ☐ $1 ☐ $2 [X] none			20b ● §36-12-40 (and grounds outlined therein)	00
	21	**Total tax liability and voluntary contribution.** Add lines 19a, 19b, 20a, and 20b			21 ● §36-12-40 (and grounds outlined therein)	00
Payments	22	**Alabama income tax withheld** *(from Forms W-2, W-2G, and/or 1099)*	22 ● §36-12-40 (and grounds outlined therein) 00			
	23	2009 estimated tax payments/Automatic Extension Payment	23 ● §36-12-40 (and grounds outlined therein) 00			
	24	Amended Returns Only - Previous payments *(see instructions)*	24 ● §36-12-40 (and grounds outlined therein) 00			
	25	**Total payments.** Add lines 22, 23 and 24			25 ● §36-12-40 (and grounds outlined therein)	00
	26	Amended Returns Only -- Previous refund *(see instructions)*			26 ● §36-12-40 (and grounds outlined therein)	
	27	**Adjusted Total Payments.** Subtract line 26 from line 25			27 ● §36-12-40 (and grounds outlined therein)	00
AMOUNT YOU OWE	28	If line 21 is larger than line 27, subtract line 27 from line 21, and enter **AMOUNT YOU OWE.** Place payment, along with Form 40V, loose in the mailing envelope.**(FORM 40V MUST ACCOMPANY PAYMENT.)**		28 ●		00
	29	Estimated tax penalty. Also include on line 28 *(see instr. page 11)*	29 ●	00		
OVERPAID	30	If line 27 is larger than line 21, subtract line 21 from line 27, and enter amount **OVERPAID**		30 ●		00
	31	Amount of line 30 to be applied to your **2010 estimated tax**	31 ● [redacted]	00		
Donations	32	**Total** Donation Check-offs from Schedule DC, line 2	32 ●	00		
REFUND	33	**REFUNDED TO YOU.** (**CAUTION:** You must **sign** this return on page 2.) Subtract lines 31 and 32 from line 30. For Direct Deposit, check here ● ☐ and complete Part V, Page 2		33 ●		00

935001
08-13-09

1019

FORM **40** **2010** Alabama
Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2010, or other tax year:
Beginning: Ending: •

§36-12-40 (and grounds outlined therein)§36-12-40

• COPE SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Check if address outside U.S. • ☐ Foreign Country ▶ CHECK BOX IF AMENDED RETURN • ☐ 1019

Filing Status/ Exemptions
1 • ☐ $1,500 Single 3 • ☐ $1,500 Married filing separate. Complete Spouse SSN
2 • ☒ $3,000 Married filing joint 4 • ☐ $3,000 Head of Family (with qualifying person).

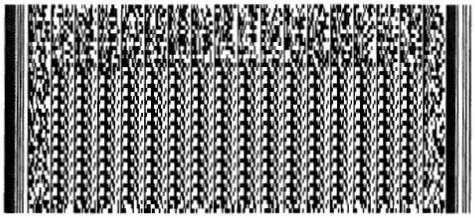
			A - Alabama tax withheld	B - Income
Income and Adjustments	5	Wages, salaries, tips, etc. *(list each employer and address separately):*		
	a	SMITH PLANT FARM, INC.	5a • §36-12-40 (and grounds outlined therein)00	5a §36-12-40 (and grounds outlined therein)00
	b		5b • §36-12-40 (and grounds outlined therein)00	5b §36-12-40 (and grounds outlined therein)00
	c		5c • §36-12-40 (and grounds outlined therein)00	5c §36-12-40 (and grounds outlined therein)00
	d		5d • §36-12-40 (and grounds outlined therein)00	5d §36-12-40 (and grounds outlined therein)00
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*		6 • §36-12-40 (and grounds outlined therein)00
	7	Other income *(from page 2, Part I, line 9)*		7 • §36-12-40 (and grounds outlined therein)00
	8	**Total income.** Add amounts in the income column for line 5a through line 7		8 • §36-12-40 (and grounds outlined therein)00
	9	Total adjustments to income *(from page 2, Part II, line 10)*		9 • §36-12-40 (and grounds outlined therein)00
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 • §36-12-40 (and grounds outlined therein)00
Deductions You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Sch. A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** • a ☒ **Itemized Deductions** • b ☐ **Standard Deduction**	11 • §36-12-40 (and grounds outlined therein)00	
	▶12	Federal tax deduction *(see instructions)* STATEMENT 1 **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 • §36-12-40 (and grounds outlined therein)00	
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 • §36-12-40 (and grounds outlined therein)00	
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 • §36-12-40 (and grounds outlined therein)00	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 • §36-12-40 (and grounds outlined therein)00
Tax	16	**Taxable income.** Subtract line 15 from line 10		16 • §36-12-40 (and grounds outlined therein)00
	17	**Income Tax due.** Enter amount from tax table or check if from • ☐ Form NOL-85A		17 • §36-12-40 (and grounds outlined therein)00
	18	Less **credits** from: • ☐ Schedule CR and/or • ☐ Schedule OC		18 • §36-12-40 (and grounds outlined therein)00
	19a	**Net tax due Alabama.** Subtract line 18 from line 17		19a • §36-12-40 (and grounds outlined therein)00
Staple Form(s) W-2, W-2G, and/or 1099 here.	b	Consumer Use Tax (use worksheet on page 9)		19b • §36-12-40 (and grounds outlined therein)00
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the fo		
	a	Alabama Democratic Party ☐ $1 ☐ $2 ☒ none		20a • §36-12-40 (and grounds outlined therein)00
	b	Alabama Republican Party ☐ $1 ☐ $2 ☒ none		20b • §36-12-40 (and grounds outlined therein)00
	21	**Total tax liability and voluntary contribution.** Add lines 19a, 19b, 20a, and 20b		21 • §36-12-40 (and grounds outlined therein)00
Payments	22	**Alabama income tax withheld** *(from Forms W-2, W-2G, and/or 1099)*	22 • §36-12-40 (and grounds outlined therein)00	
	23	2010 estimated tax payments/Automatic Extension Payment	23 • §36-12-40 (and grounds outlined therein)00	
	24	Amended Returns Only - Previous payments *(see instructions)*	24 • §36-12-40 (and grounds outlined therein)00	
	25	**Total payments.** Add lines 22, 23 and 24		25 • §36-12-40 (and grounds outlined therein)00
	26	Amended Returns Only -- Previous refund *(see instructions)*		26 • §36-12-40 (and grounds outlined therein)00
	27	**Adjusted Total Payments.** Subtract line 26 from line 25		27 • §36-12-40 (and grounds outlined therein)00
AMOUNT YOU OWE	28	If line 21 is larger than line 27, subtract line 27 from line 21, and enter **AMOUNT YOU OWE.** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPANY PAYMENT.)**		28 • §36-12-40 (and grounds outlined therein)00
	29	Estimated tax penalty. Also include on line 28 *(see instr. page 11)*	29 • §36-12-40 (and grounds outlined therein)00	
OVERPAID	30	If line 27 is larger than line 21, subtract line 21 from line 27, and enter amount **OVERPAID**		30 • §36-12-40 (and grounds outlined therein)00
	31	Amount of line 30 to be applied to your **2011 estimated tax**	31 • §36-12-40 (and grounds outlined therein)00	
Donations	32	**Total** Donation Check-offs from Schedule DC, line 2	32 • §36-12-40 (and grounds outlined therein)00	
REFUND	33	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 31 and 32 from line 30. For Direct Deposit, check here • ☐ and complete Part V, Pg 2		33 • §36-12-40 (and grounds outlined therein)00

035001
10-06-10

FORM **40** Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS — **2011**

For the year Jan. 1 - Dec. 31, 2011, or other tax year:
Beginning: Ending:

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
• COPE SMITH
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)



Check if address outside U.S. • Foreign Country

▶ CHECK BOX IF AMENDED RETURN • 1019

Filing Status/ Exemptions
1 • $1,500 Single
2 • X $3,000 Married filing joint
3 • $1,500 Married filing separate. Complete Spouse SSN
4 • $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld	B - Income
Income and Adjustments	5	Wages, salaries, tips, etc.		
	a	SMITH PLANT FARM, INC.	5a • §36-12-40 (and grounds outlined therein) 00	5a §36-12-40 (and grounds outlined therein) 00
	b		5b • §36-12-40 (and grounds outlined therein) 00	5b §36-12-40 (and grounds outlined therein) 00
	c		5c • §36-12-40 (and grounds outlined therein) 00	5c §36-12-40 (and grounds outlined therein) 00
	d		5d • §36-12-40 (and grounds outlined therein) 00	5d §36-12-40 (and grounds outlined therein) 00
	6	Interest and dividend income		6 • §36-12-40 (and grounds outlined therein) 00
	7	Other income		7 • §36-12-40 (and grounds outlined therein) 00
	8	**Total income.** Add amounts in the income column for line 5a through line 7		8 • §36-12-40 (and grounds outlined therein) 00
	9	Total adjustments to income		9 • §36-12-40 (and grounds outlined therein) 00
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 • §36-12-40 (and grounds outlined therein) 00
Deductions You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Sch. A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** • a [X] Itemized Deductions • b [ ] Standard Deduction	11 • §36-12-40 (and grounds outlined therein) 00	
	▶12	Federal tax deduction STATEMENT 1 DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)	12 • §36-12-40 (and grounds outlined therein) 00	
	13	Personal exemption	13 • §36-12-40 (and grounds outlined therein) 00	
	14	Dependent exemption	14 • §36-12-40 (and grounds outlined therein) 00	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 • §36-12-40 (and grounds outlined therein) 00
Tax	16	**Taxable income.** Subtract line 15 from line 10		16 • §36-12-40 (and grounds outlined therein) 00
	17	**Income Tax due.** Enter amount from tax table or check if from • Form NOL-85		17 • §36-12-40 (and grounds outlined therein) 00
	18	Less **credits** from: • Schedule CR and/or • Schedule OC		18 • §36-12-40 (and grounds outlined therein) 00
	19a	**Net tax due Alabama.** Subtract line 18 from line 17		19a • §36-12-40 (and grounds outlined therein) 00
Staple Form(s) W-2, W-2G, and/or 1099 here.	b	Consumer Use Tax (use worksheet on page 9)		19b • §36-12-40 (and grounds outlined therein) 00
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the f		
	a	Alabama Democratic Party $1 $2 X none		20a • §36-12-40 (and grounds outlined therein) 00
	b	Alabama Republican Party $1 $2 X none		20b • §36-12-40 (and grounds outlined therein) 00
	21	**Total tax liability and voluntary contribution.** Add lines 19a, 19b, 20a, and 20b		21 • §36-12-40 (and grounds outlined therein) 00
Payments	22	**Alabama income tax withheld**	22 • §36-12-40 (and grounds outlined therein) 00	
	23	2011 estimated tax payments/Automatic Extension Payment	23 • §36-12-40 (and grounds outlined therein) 00	
	24	Amended Returns Only - Previous payments	24 • §36-12-40 (and grounds outlined therein) 00	
	25	**Total payments.** Add lines 22, 23 and 24		25 • §36-12-40 (and grounds outlined therein) 00
	26	Amended Returns Only -- Previous refund		26 • §36-12-40 (and grounds outlined therein) 00
	27	**Adjusted Total Payments.** Subtract line 26 from line 25		27 • §36-12-40 (and grounds outlined therein) 00
AMOUNT YOU OWE	28	If line 21 is larger than line 27, subtract line 27 from line 21, and enter **AMOUNT YOU OWE** STMT 2 Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPANY PAYMENT.)**		28 • §36-12-40 (and grounds outlined therein) 00
	29	Estimated tax penalty. Also include on line 28	29 • §36-12-40 (and grounds outlined therein) 00	
OVERPAID	30	If line 27 is larger than line 21, subtract line 21 from line 27, and enter amount **OVERPAID**		30 • §36-12-40 (and grounds outlined therein) 00
	31	Amount of line 30 to be applied to your **2012 estimated tax**	31 • §36-12-40 (and grounds outlined therein) 00	
Donations	32	**Total** Donation Check-offs from Schedule DC, line 2	32 • §36-12-40 (and grounds outlined therein) 00	
REFUND	33	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 31 and 32 from line 30. For Direct Deposit, check here • and complete Part V, Pg 2		33 • §36-12-40 (and grounds outlined therein) 00

135001
08-03-11

FORM **40** Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

2012

For the year Jan. 1 - Dec. 31, 2012, or other tax year:
Beginning: Ending: ●

§36-12-40 (and grounds outlined therein)§3

● COPE SMITH
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Check if address outside U.S. ● Foreign Country

▶ CHECK BOX IF AMENDED RETURN ● 1019

Filing Status/ Exemptions
1 ● $1,500 Single
2 ● X $3,000 Married filing joint
3 ● $1,500 Married filing separate. Complete Spouse SSN
4 ● $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld	B - Income
Income and Adjustments	5	Wages, salaries, tips, etc.		
	a	SMITH PLANT FARM, INC.	5a ● 00	5a 00
	b		5b ● 00	5b 00
	c		5c ● 00	5c 00
	d		5d ● 00	5d 00
	6	Interest and dividend income		6 ● 00
	7	Other income		7 ● 00
	8	**Total income.** Add amounts in the income column for line 5a through line 7		8 ● 00
	9	Total adjustments to income		9 ● 00
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 ● 00
Deductions You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 2. Check box b, if you **do not** itemize deductions, and enter **standard deduction** ● a [X] Itemized Deductions ● b [ ] Standard Deduction	11 ● 00	
	▶12	Federal tax deduction STATEMENT 1 DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)	12 ● 00	
	13	Personal exemption	13 ● 00	
	14	Dependent exemption	14 ● 00	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 ● 00
	16	**Taxable income.** Subtract line 15 from line 10		16 ● 00
	17	**Income Tax due.** Enter amount from tax table or check if from ● Form NOL-8		17 ● 00
Tax	18	Less **credits** from: ● Schedule CR and/or ● Schedule OC		18 ● 00
	19a	**Net tax due Alabama.** Subtract line 18 from line 17		19a ● 00
Staple Form(s) W-2, W-2G, and/or 1099 here.	b	Consumer Use Tax (use worksheet on page 9)		19b ● 00
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the		
	a	Alabama Democratic Party $1 $2 X none		20a ● 00
	b	Alabama Republican Party $1 $2 X none		20b ● 00
	21	**Total tax liability and voluntary contribution.** Add lines 19a, 19b, 20a, and 20b		21 ● 00
Payments	22	**Alabama income tax withheld**	22 ● 00	
	23	2012 estimated tax payments/Automatic Extension Payment	23 ● 00	
	24	Amended Returns Only - Previous payments	24 ● 00	
	25	**Total payments.** Add lines 22, 23 and 24		25 ● 00
	26	Amended Returns Only -- Previous refund		26 ● 00
	27	**Adjusted Total Payments.** Subtract line 26 from line 25		27 ● 00
AMOUNT YOU OWE	28	If line 21 is larger than line 27, subtract line 27 from line 21, and enter **AMOUNT YOU** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCO** NT.)		28 ● 00
	29	Estimated tax penalty. Also include on line 28	29 ● 00	
OVERPAID	30	If line 27 is larger than line 21, subtract line 21 from line 27, and enter amount **OVE**		30 ● 00
	31	Amount of line 30 to be applied to your **2013 estimated tax**	31 ● 00	
Donations	32	**Total** Donation Check-offs from Schedule DC, line 2	32 ● 00	
REFUND	33	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 31 and 32 from line 30.		33 ● 0 00

For Direct Deposit, check here ● and complete Part V, Pg 2. ● Check this box to have your refund issued on a debit card.

235001 09-04-12

FORM **40** Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

2013

For the year Jan. 1 - Dec. 31, 2013, or other tax year:
Beginning: Ending: •

§36-12-40 (and grounds outlined therein)§36-12-40

• COPE SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Check if address outside U.S. • Foreign Country

▶ CHECK BOX IF AMENDED RETURN • 1019

Filing Status/ Exemptions
1 • $1,500 Single
2 • X $3,000 Married filing joint
3 • $1,500 Married filing separate. Complete Spouse SSN
4 • $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld	B - Income
Income and Adjustments	5	Wages, salaries, tips, etc.		
	a	SMITH PLANT FARM, INC.	5a • §36-12-40 (and grounds outlined therein) 00	5a • §36-12-40 (and grounds outlined therein) 00
	b		5b • §36-12-40 (and grounds outlined therein) 00	5b • §36-12-40 (and grounds outlined therein) 00
	c		5c • §36-12-40 (and grounds outlined therein) 00	5c • §36-12-40 (and grounds outlined therein) 00
	d		5d • §36-12-40 (and grounds outlined therein) 00	5d • §36-12-40 (and grounds outlined therein) 00
	6	Interest and dividend income		6 • §36-12-40 (and grounds outlined therein) 00
	7	Other income		7 • §36-12-40 (and grounds outlined therein) 00
	8	**Total income.** Add amounts in the income column for line 5a through line 7		8 • §36-12-40 (and grounds outlined therein) 00
	9	Total adjustments to income		9 • §36-12-40 (and grounds outlined therein) 00
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 • §36-12-40 (and grounds outlined therein) 00
Deductions You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** • a [X] **Itemized Deductions** • b [ ] **Standard Deduction**	11 • §36-12-40 (and grounds outlined therein) 00	
	12	Federal tax deduction STATEMENT 1 **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 • §36-12-40 (and grounds outlined therein) 00	
	13	Personal exemption	13 • §36-12-40 (and grounds outlined therein) 00	
	14	Dependent exemption	14 • §36-12-40 (and grounds outlined therein) 00	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 • §36-12-40 (and grounds outlined therein) 00
Tax	16	**Taxable income.** Subtract line 15 from line 10		16 • §36-12-40 (and grounds outlined therein) 00
	17	**Income Tax due.** Enter amount from tax table or check if from • Form NOL-85A		17 • §36-12-40 (and grounds outlined therein) 00
	18	**Net tax due Alabama.** Enter amount from Schedule NTC, line 7		18 • §36-12-40 (and grounds outlined therein) 00
	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box X		19 • §36-12-40 (and grounds outlined therein) 00
Staple Form(s) W-2, W-2G, and/or 1099 here.	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the following:		
	a	Alabama Democratic Party $1 $2 X none		20a • §36-12-40 (and grounds outlined therein) 00
	b	Alabama Republican Party $1 $2 X none		20b • §36-12-40 (and grounds outlined therein) 00
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 • §36-12-40 (and grounds outlined therein) 00
Payments	22	**Alabama income tax withheld**	22 • §36-12-40 (and grounds outlined therein) 00	
	23	2013 estimated tax payments/Automatic Extension Payment	23 • §36-12-40 (and grounds outlined therein) 00	
	24	Amended Returns Only - Previous payments	24 • §36-12-40 (and grounds outlined therein) 00	
	25	Refundable portion of Alabama Accountability Act of 2013 Credit	25 • §36-12-40 (and grounds outlined therein) 00	
	26	**Total payments.** Add lines 22, 23, 24 and 25		26 • §36-12-40 (and grounds outlined therein) 00
	27	Amended Returns Only - Previous refund		27 • §36-12-40 (and grounds outlined therein) 00
	28	**Adjusted Total Payments.** Subtract line 27 from line 26		28 • §36-12-40 (and grounds outlined therein) 00
AMOUNT YOU OWE	29	If line 21 is larger than line 28, subtract line 28 from line 21, and enter **AMOUNT YOU OWE.** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPANY PAYMENT.)**		29 • §36-12-40 (and grounds outlined therein) 00
	30	Estimated tax penalty. Also include on line 29	30 • §36-12-40 (and grounds outlined therein) 00	
OVERPAID	31	If line 28 is larger than line 21, subtract line 21 from line 28, and enter amount **OVERPAID**		31 • §36-12-40 (and grounds outlined therein) 00
	32	Amount of line 31 to be applied to your **2014 estimated tax**	32 • §36-12-40 (and grounds outlined therein) 00	
Donations	33	**Total** Donation Check-offs from Schedule DC, line 2	33 • §36-12-40 (and grounds outlined therein) 00	
REFUND	34	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 32 and 33 from line 31.		34 • §36-12-40 (and grounds outlined therein) 00

For Direct Deposit, check here • and complete Part V, Pg 2. • Check this box to have your refund issued on a debit card.

335001 12-11-13

FORM **40** Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

2014

For the year Jan. 1 - Dec. 31, 2014, or other tax year:
Beginning: Ending: •

§36-12-40 (and grounds outlined therein)

• COPE SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Check if address outside U.S. • Foreign Country

▶ CHECK BOX IF AMENDED RETURN • 1019

Filing Status/ Exemptions
1 • $1,500 Single
2 • X $3,000 Married filing joint
3 • $1,500 Married filing separate. Complete Spouse SSN
4 • $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld	B - Income
Income and Adjustments	5	Wages, salaries, tips, etc.		
	a	SMITH PLANT FARM, INC.	5a • 00	5a • 00
	b		5b • 00	5b • 00
	c		5c • 00	5c • 00
	d		5d • 00	5d • 00
	6	Interest and dividend income		6 • 00
	7	Other income		7 • 00
	8	**Total income.** Add amounts in the income column for line 5a through line 7		8 • 00
	9	Total adjustments to income		9 • 00
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 • 00
Deductions	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 2. Check box b, if you **do not** itemize deductions, and enter **standard deduction**		
You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.		• a [X] Itemized Deductions • b [ ] Standard Deduction	11 • 00	
	▶12	Federal tax deduction STATEMENT 1 DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)	12 • 00	
	13	Personal exemption	13 • 00	
	14	Dependent exemption	14 • 00	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 • 00
	16	**Taxable income.** Subtract line 15 from line 10		16 • 00
	17	**Income Tax due.** Enter amount from tax table or check if from • Form NOL-85		17 • 00
Tax	18	**Net tax due Alabama.** Check box if computing tax using Sch NTC • , otherwise enter 17		18 • 00
	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box		19 • 00
Staple Form(s) W-2, W-2G, and/or 1099 here.	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the		
	a	Alabama Democratic Party $1 $2 X none		20a • 00
	b	Alabama Republican Party $1 $2 X none		20b • 00
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 • 00
Payments	22	**Alabama income tax withheld**	22 • 00	
	23	2014 estimated tax payments/Automatic Extension Payment	23 • 00	
	24	Amended Returns Only - Previous payments	24 • 00	
	25	Refundable portion of Alabama Accountability Act of 2013 Credit	25 • 00	
	26	Refundable portion of Adoption Credit	26 • 00	
	27	**Total payments.** Add lines 22, 23, 24, 25, and 26		27 • 00
	28	Amended Returns Only - Previous refund		28 • 00
	29	**Adjusted Total Payments.** Subtract line 28 from line 27		29 • 00
AMOUNT YOU OWE	30	If line 21 is larger than line 29, subtract line 29 from line 21, and enter **AMOUNT YOU** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOM**	T.)	30 • 00
	31	Estimated tax penalty. Also include on line 30	31 • 00	
OVERPAID	32	If line 29 is larger than line 21, subtract line 21 from line 29, and enter amount **OVER**		32 • 00
	33	Amount of line 32 to be applied to your **2015 estimated tax**	33 • 00	
Donations	34	**Total** Donation Check-offs from Schedule DC, line 2	34 • 00	
REFUND	35	**REFUNDED TO YOU.** (**CAUTION:** You must **sign** this return on page 2.) Subtract lines 33 and 34 from line 32. For Direct Deposit, check here • and complete Part V, Page 2.		35 • 00

435001 10-07-14

FORM **40** Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

2015

For the year Jan. 1 - Dec. 31, 2015, or other tax year:
Beginning: Ending: •

§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outli

• COPE SMITH
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

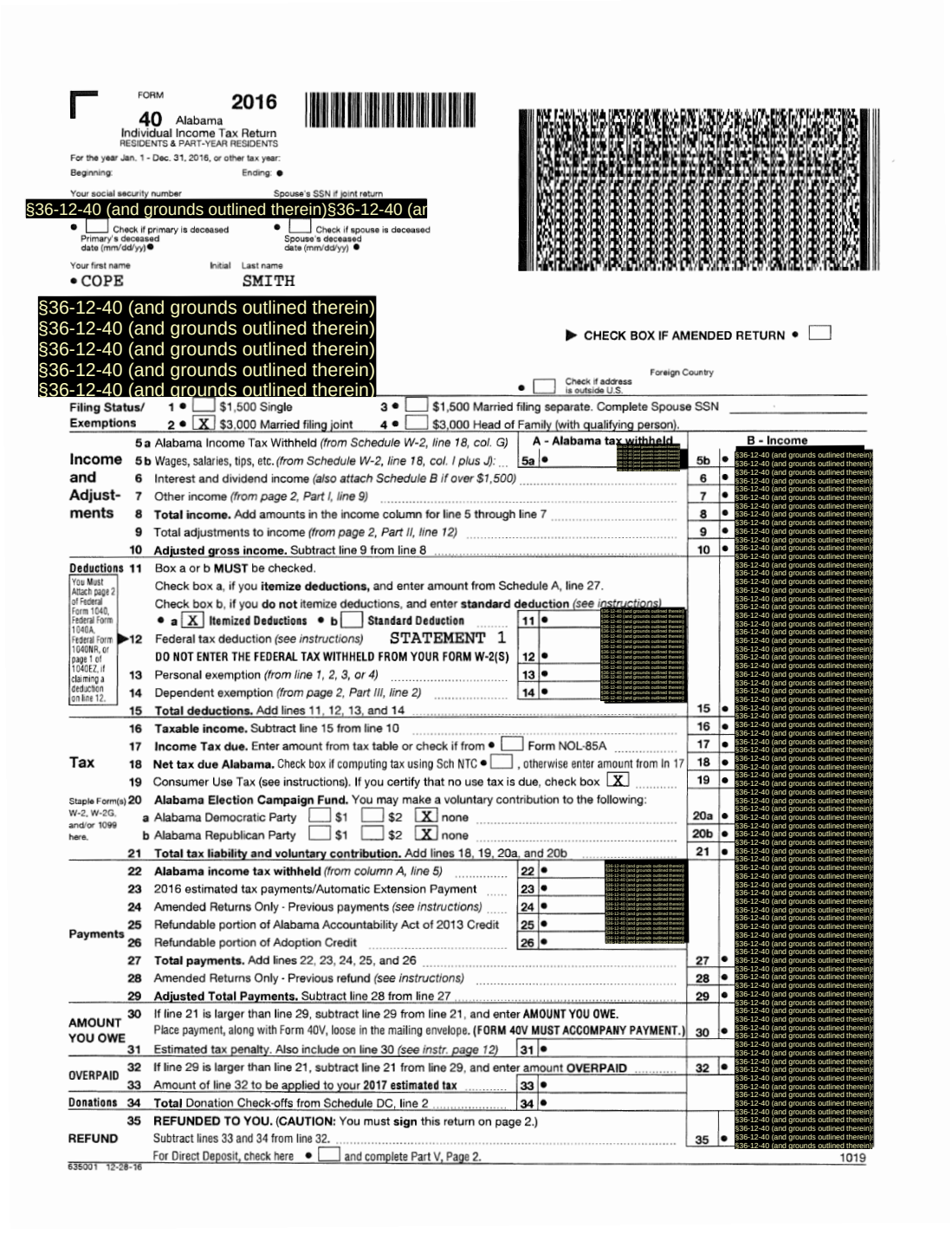
Check if address outside U.S. • Foreign Country

▶ CHECK BOX IF AMENDED RETURN • 1019

Filing Status/ Exemptions
1 • $1,500 Single
2 • X $3,000 Married filing joint
3 • $1,500 Married filing separate. Complete Spouse SSN
4 • $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld	B - Income
Income and Adjustments	5	Wages, salaries, tips, etc.		
	a	SMITH PLANT FARM, INC.	5a • §36-12-40 (and grounds outlined therein) 00	5a • §36-12-40 (and grounds outlined therein) 00
	b	SMITH PLANT FARM, INC.	5b • §36-12-40 (and grounds outlined therein) 00	5b • §36-12-40 (and grounds outlined therein) 00
	c		5c • §36-12-40 (and grounds outlined therein) 00	5c • §36-12-40 (and grounds outlined therein) 00
	d		5d • §36-12-40 (and grounds outlined therein) 00	5d • §36-12-40 (and grounds outlined therein) 00
	6	Interest and dividend income		6 • §36-12-40 (and grounds outlined therein) 00
	7	Other income		7 • §36-12-40 (and grounds outlined therein) 00
	8	**Total income.** Add amounts in the income column for line 5a through line 7		8 • §36-12-40 (and grounds outlined therein) 00
	9	Total adjustments to income		9 • §36-12-40 (and grounds outlined therein) 00
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 • §36-12-40 (and grounds outlined therein) 00
Deductions	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** • a [X] Itemized Deductions • b [ ] Standard Deduction	11 • §36-12-40 (and grounds outlined therein) 00	
You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.	▶12	Federal tax deduction STATEMENT 1 **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 • §36-12-40 (and grounds outlined therein) 00	
	13	Personal exemption	13 • §36-12-40 (and grounds outlined therein) 00	
	14	Dependent exemption	14 • §36-12-40 (and grounds outlined therein) 00	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 • §36-12-40 (and grounds outlined therein) 00
	16	**Taxable income.** Subtract line 15 from line 10		16 • §36-12-40 (and grounds outlined therein) 00
Tax	17	**Income Tax due.** Enter amount from tax table or check if from • Form NOL-85A		17 • §36-12-40 (and grounds outlined therein) 00
	18	**Net tax due Alabama.** Check box if computing tax using Sch NTC • , otherwise enter amount from ln 17		18 • §36-12-40 (and grounds outlined therein) 00
	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box X		19 • §36-12-40 (and grounds outlined therein) 00
Staple Form(s) W-2, W-2G, and/or 1099 here.	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the following:		
	a	Alabama Democratic Party $1 $2 X none		20a • §36-12-40 (and grounds outlined therein) 00
	b	Alabama Republican Party $1 $2 X none		20b • §36-12-40 (and grounds outlined therein) 00
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 • §36-12-40 (and grounds outlined therein) 00
Payments	22	**Alabama income tax withheld**	22 • §36-12-40 (and grounds outlined therein) 00	
	23	2015 estimated tax payments/Automatic Extension Payment	23 • §36-12-40 (and grounds outlined therein) 00	
	24	Amended Returns Only - Previous payments	24 • §36-12-40 (and grounds outlined therein) 00	
	25	Refundable portion of Alabama Accountability Act of 2013 Credit	25 • §36-12-40 (and grounds outlined therein) 00	
	26	Refundable portion of Adoption Credit	26 • §36-12-40 (and grounds outlined therein) 00	
	27	**Total payments.** Add lines 22, 23, 24, 25, and 26		27 • §36-12-40 (and grounds outlined therein) 00
	28	Amended Returns Only - Previous refund		28 • §36-12-40 (and grounds outlined therein) 00
	29	**Adjusted Total Payments.** Subtract line 28 from line 27		29 • §36-12-40 (and grounds outlined therein) 00
AMOUNT YOU OWE	30	If line 21 is larger than line 29, subtract line 29 from line 21, and enter **AMOUNT YOU OWE.** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPANY PAYMENT.)**		30 • §36-12-40 (and grounds outlined therein) 00
	31	Estimated tax penalty. Also include on line 30	31 • §36-12-40 (and grounds outlined therein) 00	
OVERPAID	32	If line 29 is larger than line 21, subtract line 21 from line 29, and enter amount **OVERPAID**		32 • §36-12-40 (and grounds outlined therein) 00
	33	Amount of line 32 to be applied to your **2016 estimated tax**	33 • §36-12-40 (and grounds outlined therein) 00	
Donations	34	**Total** Donation Check-offs from Schedule DC, line 2	34 • §36-12-40 (and grounds outlined therein) 00	
REFUND	35	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 33 and 34 from line 32. For Direct Deposit, check here • and complete Part V, Page 2.		35 • §36-12-40 (and grounds outlined therein) 00

535001 10-21-15



FORM **40** 2016
Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2016, or other tax year:
Beginning: Ending: ●

Your social security number — Spouse's SSN if joint return

§36-12-40 (and grounds outlined therein)§36-12-40 (ar

● ☐ Check if primary is deceased — Primary's deceased date (mm/dd/yy) ●
● ☐ Check if spouse is deceased — Spouse's deceased date (mm/dd/yy) ●

Your first name: • COPE — Initial — Last name: SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

▶ CHECK BOX IF AMENDED RETURN • ☐

Foreign Country
• ☐ Check if address is outside U.S.

Filing Status/ Exemptions
1 • ☐ $1,500 Single
2 • ☒ $3,000 Married filing joint
3 • ☐ $1,500 Married filing separate. Complete Spouse SSN
4 • ☐ $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld		B - Income
Income and Adjustments	5a	Alabama Income Tax Withheld *(from Schedule W-2, line 18, col. G)*	5a •		
	5b	Wages, salaries, tips, etc. *(from Schedule W-2, line 18, col. I plus J)*:		5b •	§36-12-40 (and grounds outlined therein)
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*		6 •	§36-12-40 (and grounds outlined therein)
	7	Other income *(from page 2, Part I, line 9)*		7 •	§36-12-40 (and grounds outlined therein)
	8	**Total income.** Add amounts in the income column for line 5 through line 7		8 •	§36-12-40 (and grounds outlined therein)
	9	Total adjustments to income *(from page 2, Part II, line 12)*		9 •	§36-12-40 (and grounds outlined therein)
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 •	§36-12-40 (and grounds outlined therein)
Deductions You Must Attach page 2 of Federal Form 1040, Federal Form 1040A, Federal Form 1040NR, or page 1 of 1040EZ, if claiming a deduction on line 12.	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** *(see instructions)* • a ☒ **Itemized Deductions** • b ☐ **Standard Deduction**	11 •		§36-12-40 (and grounds outlined therein)
	▶12	Federal tax deduction *(see instructions)* STATEMENT 1 DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)	12 •		§36-12-40 (and grounds outlined therein)
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 •		§36-12-40 (and grounds outlined therein)
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 •		§36-12-40 (and grounds outlined therein)
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 •	§36-12-40 (and grounds outlined therein)
Tax	16	**Taxable income.** Subtract line 15 from line 10		16 •	§36-12-40 (and grounds outlined therein)
	17	**Income Tax due.** Enter amount from tax table or check if from • ☐ Form NOL-85A		17 •	§36-12-40 (and grounds outlined therein)
	18	**Net tax due Alabama.** Check box if computing tax using Sch NTC • ☐, otherwise enter amount from ln 17		18 •	§36-12-40 (and grounds outlined therein)
	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box ☒		19 •	§36-12-40 (and grounds outlined therein)
Staple Form(s) W-2, W-2G, and/or 1099 here.	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the following:			§36-12-40 (and grounds outlined therein)
		a Alabama Democratic Party ☐ $1 ☐ $2 ☒ none		20a •	§36-12-40 (and grounds outlined therein)
		b Alabama Republican Party ☐ $1 ☐ $2 ☒ none		20b •	§36-12-40 (and grounds outlined therein)
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 •	§36-12-40 (and grounds outlined therein)
Payments	22	**Alabama income tax withheld** *(from column A, line 5)*	22 •		§36-12-40 (and grounds outlined therein)
	23	2016 estimated tax payments/Automatic Extension Payment	23 •		§36-12-40 (and grounds outlined therein)
	24	Amended Returns Only - Previous payments *(see instructions)*	24 •		§36-12-40 (and grounds outlined therein)
	25	Refundable portion of Alabama Accountability Act of 2013 Credit	25 •		§36-12-40 (and grounds outlined therein)
	26	Refundable portion of Adoption Credit	26 •		§36-12-40 (and grounds outlined therein)
	27	**Total payments.** Add lines 22, 23, 24, 25, and 26		27 •	§36-12-40 (and grounds outlined therein)
	28	Amended Returns Only - Previous refund *(see instructions)*		28 •	§36-12-40 (and grounds outlined therein)
	29	**Adjusted Total Payments.** Subtract line 28 from line 27		29 •	§36-12-40 (and grounds outlined therein)
AMOUNT YOU OWE	30	If line 21 is larger than line 29, subtract line 29 from line 21, and enter **AMOUNT YOU OWE.** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPANY PAYMENT.)**		30 •	§36-12-40 (and grounds outlined therein)
	31	Estimated tax penalty. Also include on line 30 *(see instr. page 12)*	31 •		§36-12-40 (and grounds outlined therein)
OVERPAID	32	If line 29 is larger than line 21, subtract line 21 from line 29, and enter amount **OVERPAID**		32 •	§36-12-40 (and grounds outlined therein)
	33	Amount of line 32 to be applied to your **2017 estimated tax**	33 •		§36-12-40 (and grounds outlined therein)
Donations	34	**Total** Donation Check-offs from Schedule DC, line 2	34 •		§36-12-40 (and grounds outlined therein)
REFUND	35	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 33 and 34 from line 32.		35 •	§36-12-40 (and grounds outlined therein)
		For Direct Deposit, check here • ☐ and complete Part V, Page 2.			§36-12-40 (and grounds outlined therein)

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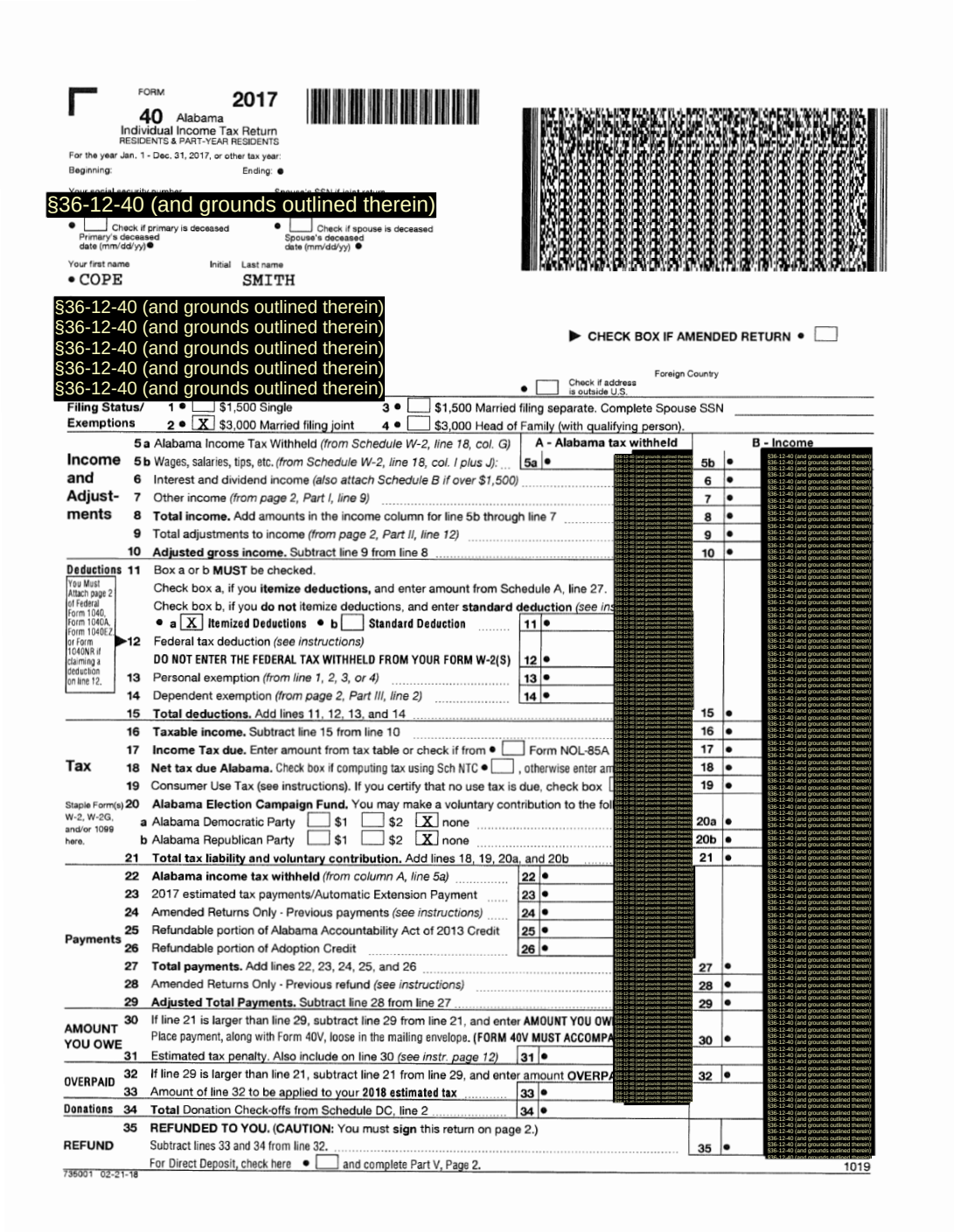


FORM **40** Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

2017

For the year Jan. 1 - Dec. 31, 2017, or other tax year:
Beginning: Ending: ●

§36-12-40 (and grounds outlined therein)

● ☐ Check if primary is deceased — Primary's deceased date (mm/dd/yy) ●
● ☐ Check if spouse is deceased — Spouse's deceased date (mm/dd/yy) ●

Your first name: • COPE | Initial | Last name: SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

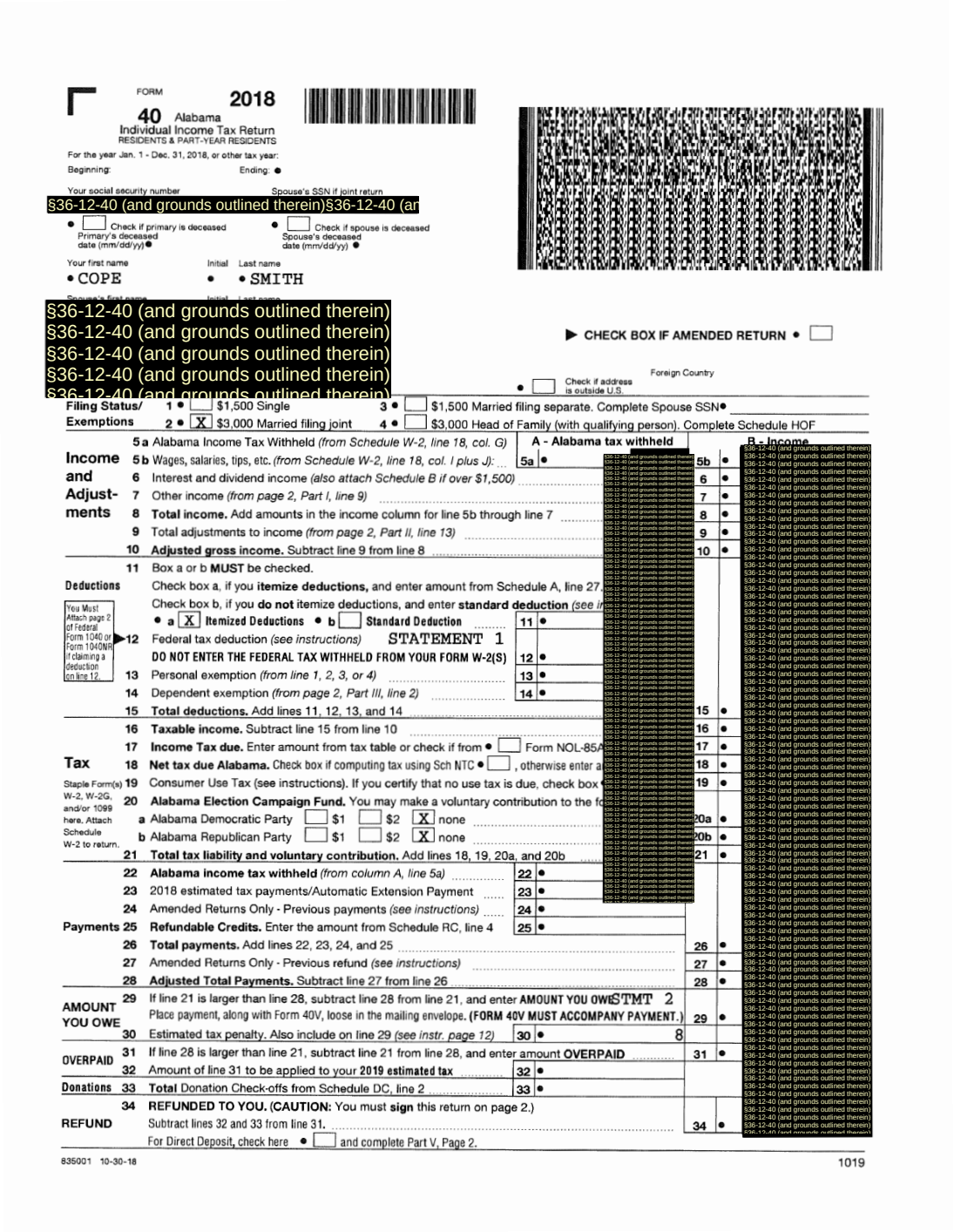
▶ CHECK BOX IF AMENDED RETURN ● ☐

● ☐ Check if address is outside U.S. — Foreign Country

Filing Status/ Exemptions
1 ● ☐ $1,500 Single
2 ● ☒ $3,000 Married filing joint
3 ● ☐ $1,500 Married filing separate. Complete Spouse SSN
4 ● ☐ $3,000 Head of Family (with qualifying person).

			A - Alabama tax withheld	B - Income
Income and Adjustments	5a	Alabama Income Tax Withheld *(from Schedule W-2, line 18, col. G)*	5a ●	
	5b	Wages, salaries, tips, etc. *(from Schedule W-2, line 18, col. I plus J)*		5b ●
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*		6 ●
	7	Other income *(from page 2, Part I, line 9)*		7 ●
	8	**Total income.** Add amounts in the income column for line 5b through line 7		8 ●
	9	Total adjustments to income *(from page 2, Part II, line 12)*		9 ●
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 ●
Deductions You Must Attach page 2 of Federal Form 1040, Form 1040A, Form 1040EZ or Form 1040NR if claiming a deduction on line 12.	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** *(see ins* ● a ☒ **Itemized Deductions** ● b ☐ **Standard Deduction**	11 ●	
	▶12	Federal tax deduction *(see instructions)* **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 ●	
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 ●	
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 ●	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 ●
	16	**Taxable income.** Subtract line 15 from line 10		16 ●
Tax	17	**Income Tax due.** Enter amount from tax table or check if from ● ☐ Form NOL-85A		17 ●
	18	**Net tax due Alabama.** Check box if computing tax using Sch NTC ● ☐ , otherwise enter am		18 ●
	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box ☐		19 ●
Staple Form(s) W-2, W-2G, and/or 1099 here.	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the fol		
		a Alabama Democratic Party ☐ $1 ☐ $2 ☒ none		20a ●
		b Alabama Republican Party ☐ $1 ☐ $2 ☒ none		20b ●
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 ●
Payments	22	**Alabama income tax withheld** *(from column A, line 5a)*	22 ●	
	23	2017 estimated tax payments/Automatic Extension Payment	23 ●	
	24	Amended Returns Only - Previous payments *(see instructions)*	24 ●	
	25	Refundable portion of Alabama Accountability Act of 2013 Credit	25 ●	
	26	Refundable portion of Adoption Credit	26 ●	
	27	**Total payments.** Add lines 22, 23, 24, 25, and 26		27 ●
	28	Amended Returns Only - Previous refund *(see instructions)*		28 ●
	29	**Adjusted Total Payments.** Subtract line 28 from line 27		29 ●
AMOUNT YOU OWE	30	If line 21 is larger than line 29, subtract line 29 from line 21, and enter **AMOUNT YOU OW** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPA**		30 ●
	31	Estimated tax penalty. Also include on line 30 *(see instr. page 12)*	31 ●	
OVERPAID	32	If line 29 is larger than line 21, subtract line 21 from line 29, and enter amount **OVERPA**		32 ●
	33	Amount of line 32 to be applied to your **2018 estimated tax**	33 ●	
Donations	34	**Total** Donation Check-offs from Schedule DC, line 2	34 ●	
REFUND	35	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 33 and 34 from line 32.		35 ●
		For Direct Deposit, check here ● ☐ and complete Part V, Page 2.		

735001 02-21-18 1019



FORM **40** Alabama Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

2018

For the year Jan. 1 - Dec. 31, 2018, or other tax year:
Beginning: Ending: ●

Your social security number — Spouse's SSN if joint return

§36-12-40 (and grounds outlined therein)§36-12-40 (ar

● ☐ Check if primary is deceased — Primary's deceased date (mm/dd/yy) ●

● ☐ Check if spouse is deceased — Spouse's deceased date (mm/dd/yy) ●

Your first name — Initial — Last name
• COPE • • SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

▶ CHECK BOX IF AMENDED RETURN • ☐

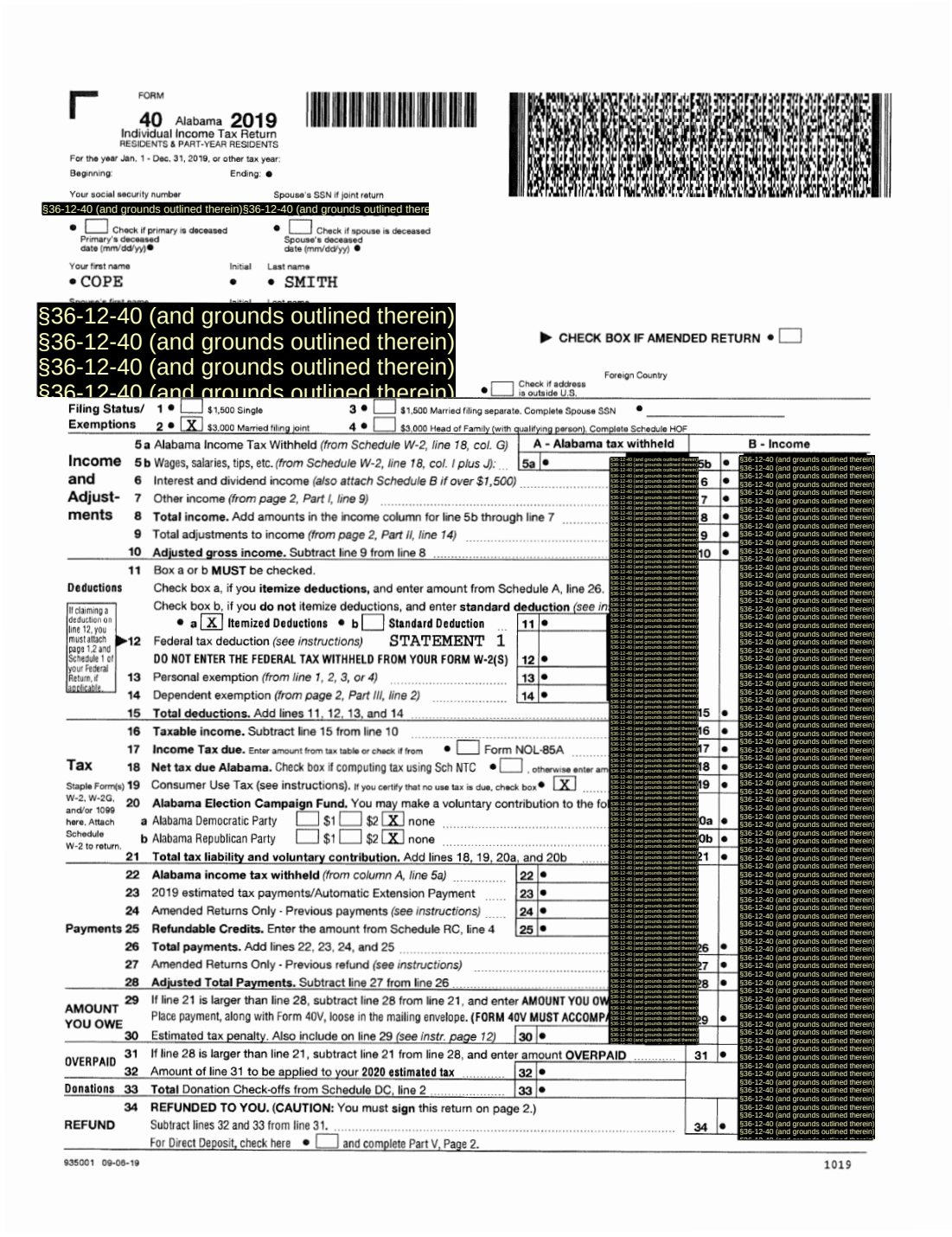
Foreign Country

● ☐ Check if address is outside U.S.

Filing Status/ Exemptions
1 • ☐ $1,500 Single
2 • [X] $3,000 Married filing joint
3 • ☐ $1,500 Married filing separate. Complete Spouse SSN •
4 • ☐ $3,000 Head of Family (with qualifying person). Complete Schedule HOF

			A - Alabama tax withheld		B - Income
Income and Adjustments	5a	Alabama Income Tax Withheld *(from Schedule W-2, line 18, col. G)*	5a •		
	5b	Wages, salaries, tips, etc. *(from Schedule W-2, line 18, col. I plus J)*		5b	•
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*		6	•
	7	Other income *(from page 2, Part I, line 9)*		7	•
	8	**Total income.** Add amounts in the income column for line 5b through line 7		8	•
	9	Total adjustments to income *(from page 2, Part II, line 13)*		9	•
	10	**Adjusted gross income.** Subtract line 9 from line 8		10	•
Deductions	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** *(see i* • a [X] **Itemized Deductions** • b ☐ **Standard Deduction**	11 •		
You Must Attach page 2 of Federal Form 1040 or Form 1040NR if claiming a deduction on line 12.	12	Federal tax deduction *(see instructions)* STATEMENT 1 **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 •		
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 •		
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 •		
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15	•
	16	**Taxable income.** Subtract line 15 from line 10		16	•
Tax	17	**Income Tax due.** Enter amount from tax table or check if from • ☐ Form NOL-85A		17	•
	18	**Net tax due Alabama.** Check box if computing tax using Sch NTC • ☐ , otherwise enter a		18	•
Staple Form(s) W-2, W-2G, and/or 1099 here. Attach Schedule W-2 to return.	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box		19	•
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the fo			
	a	Alabama Democratic Party ☐ $1 ☐ $2 [X] none		20a	•
	b	Alabama Republican Party ☐ $1 ☐ $2 [X] none		20b	•
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21	•
Payments	22	**Alabama income tax withheld** *(from column A, line 5a)*	22 •		
	23	2018 estimated tax payments/Automatic Extension Payment	23 •		
	24	Amended Returns Only - Previous payments *(see instructions)*	24 •		
	25	**Refundable Credits.** Enter the amount from Schedule RC, line 4	25 •		
	26	**Total payments.** Add lines 22, 23, 24, and 25		26	•
	27	Amended Returns Only - Previous refund *(see instructions)*		27	•
	28	**Adjusted Total Payments.** Subtract line 27 from line 26		28	•
AMOUNT YOU OWE	29	If line 21 is larger than line 28, subtract line 28 from line 21, and enter **AMOUNT YOU OWE** STMT 2 Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMPANY PAYMENT.)**		29	•
	30	Estimated tax penalty. Also include on line 29 *(see instr. page 12)*	30 • 8		
OVERPAID	31	If line 28 is larger than line 21, subtract line 21 from line 28, and enter amount **OVERPAID**		31	•
	32	Amount of line 31 to be applied to your **2019 estimated tax**	32 •		
Donations	33	**Total** Donation Check-offs from Schedule DC, line 2	33 •		
REFUND	34	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 32 and 33 from line 31.		34	•
		For Direct Deposit, check here • ☐ and complete Part V, Page 2.			

835001 10-30-18 1019



FORM

40 Alabama **2019**

Individual Income Tax Return

RESIDENTS & PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2019, or other tax year:

Beginning: Ending: ●

Your social security number | Spouse's SSN if joint return

§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined there

● ☐ Check if primary is deceased — Primary's deceased date (mm/dd/yy) ●

● ☐ Check if spouse is deceased — Spouse's deceased date (mm/dd/yy) ●

Your first name | Initial | Last name

● COPE ● ● SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

▶ CHECK BOX IF AMENDED RETURN ● ☐

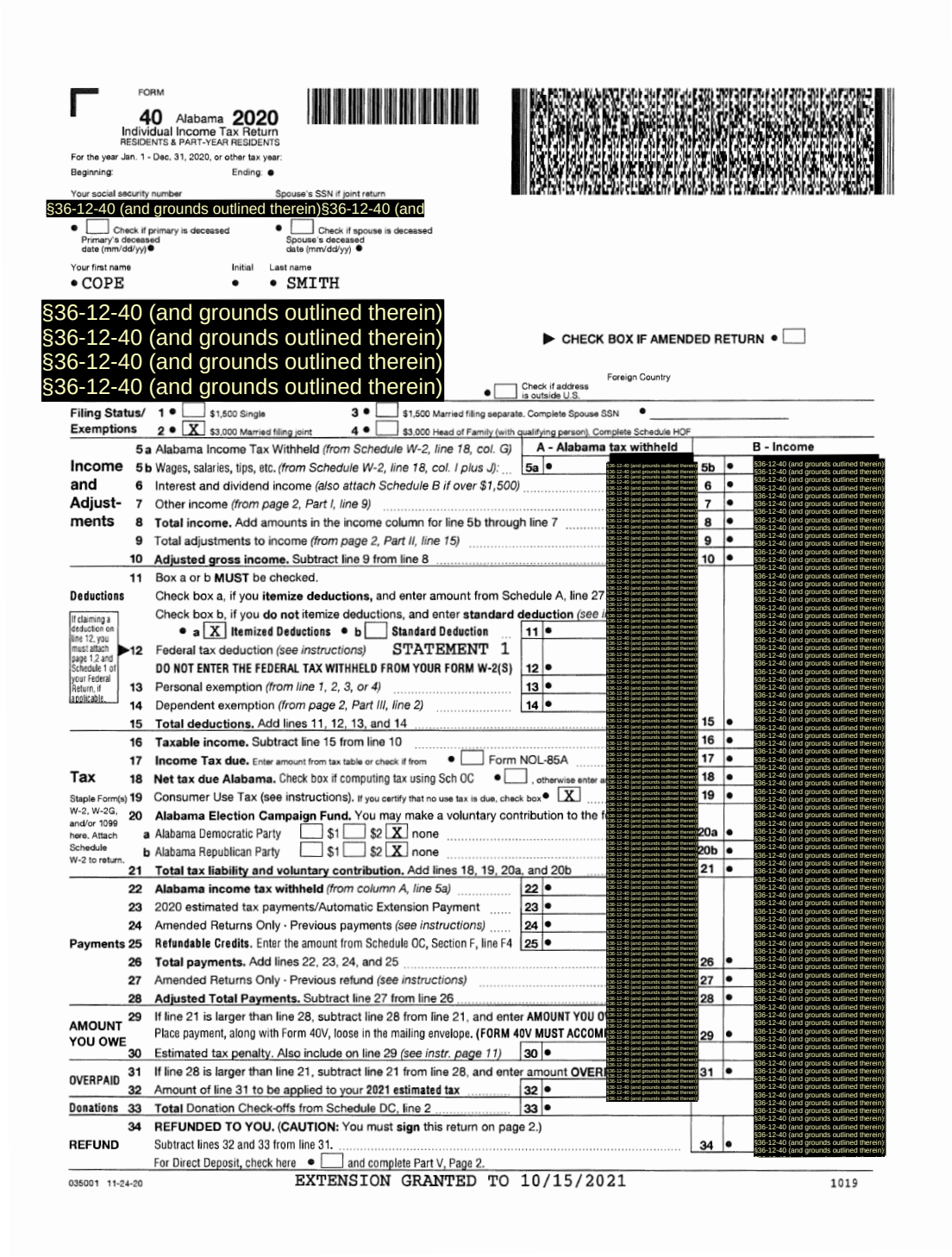
● ☐ Check if address is outside U.S. — Foreign Country

Filing Status/ Exemptions

1 ● ☐ $1,500 Single
2 ● ☒ $3,000 Married filing joint
3 ● ☐ $1,500 Married filing separate. Complete Spouse SSN ●
4 ● ☐ $3,000 Head of Family (with qualifying person). Complete Schedule HOF

			A - Alabama tax withheld	B - Income
	5a	Alabama Income Tax Withheld *(from Schedule W-2, line 18, col. G)*	5a ●	
Income and Adjustments	5b	Wages, salaries, tips, etc. *(from Schedule W-2, line 18, col. I plus J)*		5b ●
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*		6 ●
	7	Other income *(from page 2, Part I, line 9)*		7 ●
	8	**Total income.** Add amounts in the income column for line 5b through line 7		8 ●
	9	Total adjustments to income *(from page 2, Part II, line 14)*		9 ●
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 ●
Deductions	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 26. Check box b, if you **do not** itemize deductions, and enter **standard deduction** *(see in* ● a ☒ **Itemized Deductions** ● b ☐ **Standard Deduction**	11 ●	
If claiming a deduction on line 12, you must attach page 1,2 and Schedule 1 of your Federal Return, if applicable.	▶12	Federal tax deduction *(see instructions)* STATEMENT 1 **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 ●	
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 ●	
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 ●	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 ●
	16	**Taxable income.** Subtract line 15 from line 10		16 ●
	17	**Income Tax due.** Enter amount from tax table or check if from ● ☐ Form NOL-85A		17 ●
Tax	18	**Net tax due Alabama.** Check box if computing tax using Sch NTC ● ☐ , otherwise enter am		18 ●
Staple Form(s) W-2, W-2G, and/or 1099 here. Attach Schedule W-2 to return.	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box ● ☒		19 ●
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the fo		
		a Alabama Democratic Party ☐ $1 ☐ $2 ☒ none		0a ●
		b Alabama Republican Party ☐ $1 ☐ $2 ☒ none		0b ●
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 ●
	22	**Alabama income tax withheld** *(from column A, line 5a)*	22 ●	
	23	2019 estimated tax payments/Automatic Extension Payment	23 ●	
	24	Amended Returns Only - Previous payments *(see instructions)*	24 ●	
Payments	25	**Refundable Credits.** Enter the amount from Schedule RC, line 4	25 ●	
	26	**Total payments.** Add lines 22, 23, 24, and 25		26 ●
	27	Amended Returns Only - Previous refund *(see instructions)*		27 ●
	28	**Adjusted Total Payments.** Subtract line 27 from line 26		28 ●
AMOUNT YOU OWE	29	If line 21 is larger than line 28, subtract line 28 from line 21, and enter **AMOUNT YOU OW** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOMP**		29 ●
	30	Estimated tax penalty. Also include on line 29 *(see instr. page 12)*	30 ●	
OVERPAID	31	If line 28 is larger than line 21, subtract line 21 from line 28, and enter amount **OVERPAID**		31 ●
	32	Amount of line 31 to be applied to your **2020 estimated tax**	32 ●	
Donations	33	**Total** Donation Check-offs from Schedule DC, line 2	33 ●	
REFUND	34	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 32 and 33 from line 31. For Direct Deposit, check here ● ☐ and complete Part V, Page 2.		34 ●

935001 09-06-19 1019



FORM

40 Alabama **2020**
Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2020, or other tax year:
Beginning: Ending: •

Your social security number | Spouse's SSN if joint return

§36-12-40 (and grounds outlined therein)§36-12-40 (and

• ☐ Check if primary is deceased — Primary's deceased date (mm/dd/yy) •
• ☐ Check if spouse is deceased — Spouse's deceased date (mm/dd/yy) •

Your first name | Initial | Last name
• COPE • • SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

▶ CHECK BOX IF AMENDED RETURN • ☐

• ☐ Check if address is outside U.S. — Foreign Country

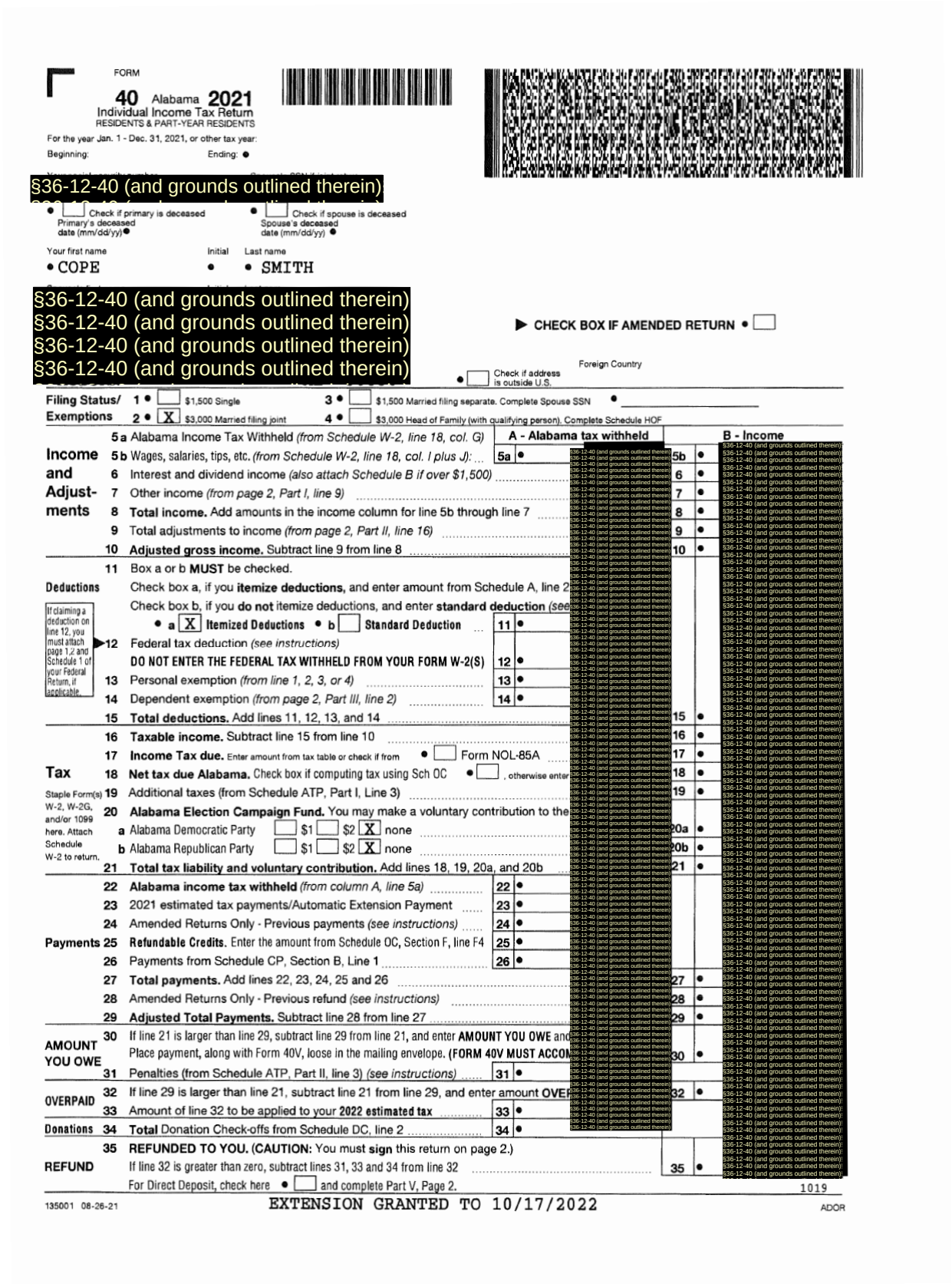
Filing Status/ Exemptions
1 • ☐ $1,500 Single
2 • ☒ $3,000 Married filing joint
3 • ☐ $1,500 Married filing separate. Complete Spouse SSN •
4 • ☐ $3,000 Head of Family (with qualifying person). Complete Schedule HOF

			A - Alabama tax withheld	B - Income
Income and Adjustments	5a	Alabama Income Tax Withheld *(from Schedule W-2, line 18, col. G)*	5a •	
	5b	Wages, salaries, tips, etc. *(from Schedule W-2, line 18, col. I plus J)*:		5b •
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*		6 •
	7	Other income *(from page 2, Part I, line 9)*		7 •
	8	**Total income.** Add amounts in the income column for line 5b through line 7		8 •
	9	Total adjustments to income *(from page 2, Part II, line 15)*		9 •
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 •
Deductions	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 27. Check box b, if you **do not** itemize deductions, and enter **standard deduction** *(see I* • a ☒ **Itemized Deductions** • b ☐ **Standard Deduction**	11 •	
If claiming a deduction on line 12, you must attach page 1,2 and Schedule 1 of your Federal Return, if applicable.	▶12	Federal tax deduction *(see instructions)* STATEMENT 1 **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 •	
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 •	
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 •	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 •
	16	**Taxable income.** Subtract line 15 from line 10		16 •
Tax	17	**Income Tax due.** Enter amount from tax table or check if from • ☐ Form NOL-85A		17 •
	18	**Net tax due Alabama.** Check box if computing tax using Sch OC • ☐ , otherwise enter a		18 •
Staple Form(s) W-2, W-2G, and/or 1099 here. Attach Schedule W-2 to return.	19	Consumer Use Tax (see instructions). If you certify that no use tax is due, check box • ☒		19 •
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the f		
	a	Alabama Democratic Party ☐ $1 ☐ $2 ☒ none		20a •
	b	Alabama Republican Party ☐ $1 ☐ $2 ☒ none		20b •
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 •
Payments	22	**Alabama income tax withheld** *(from column A, line 5a)*	22 •	
	23	2020 estimated tax payments/Automatic Extension Payment	23 •	
	24	Amended Returns Only - Previous payments *(see instructions)*	24 •	
	25	**Refundable Credits.** Enter the amount from Schedule OC, Section F, line F4	25 •	
	26	**Total payments.** Add lines 22, 23, 24, and 25		26 •
	27	Amended Returns Only - Previous refund *(see instructions)*		27 •
	28	**Adjusted Total Payments.** Subtract line 27 from line 26		28 •
AMOUNT YOU OWE	29	If line 21 is larger than line 28, subtract line 28 from line 21, and enter **AMOUNT YOU O** Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOM**		29 •
	30	Estimated tax penalty. Also include on line 29 *(see instr. page 11)*	30 •	
OVERPAID	31	If line 28 is larger than line 21, subtract line 21 from line 28, and enter amount **OVER**		31 •
	32	Amount of line 31 to be applied to your **2021 estimated tax**	32 •	
Donations	33	**Total** Donation Check-offs from Schedule DC, line 2	33 •	
REFUND	34	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) Subtract lines 32 and 33 from line 31.		34 •
		For Direct Deposit, check here • ☐ and complete Part V, Page 2.		

035001 11-24-20

EXTENSION GRANTED TO 10/15/2021

1019



FORM

40 Alabama **2021**
Individual Income Tax Return
RESIDENTS & PART-YEAR RESIDENTS

For the year Jan. 1 - Dec. 31, 2021, or other tax year:
Beginning: Ending: ●

§36-12-40 (and grounds outlined therein)

● ☐ Check if primary is deceased — Primary's deceased date (mm/dd/yy) ●
● ☐ Check if spouse is deceased — Spouse's deceased date (mm/dd/yy) ●

Your first name: • COPE | Initial: • | Last name: • SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

▶ CHECK BOX IF AMENDED RETURN • ☐

Foreign Country
● ☐ Check if address is outside U.S.

Filing Status/ Exemptions
1 • ☐ $1,500 Single
2 • ☒ $3,000 Married filing joint
3 • ☐ $1,500 Married filing separate. Complete Spouse SSN •
4 • ☐ $3,000 Head of Family (with qualifying person). Complete Schedule HOF

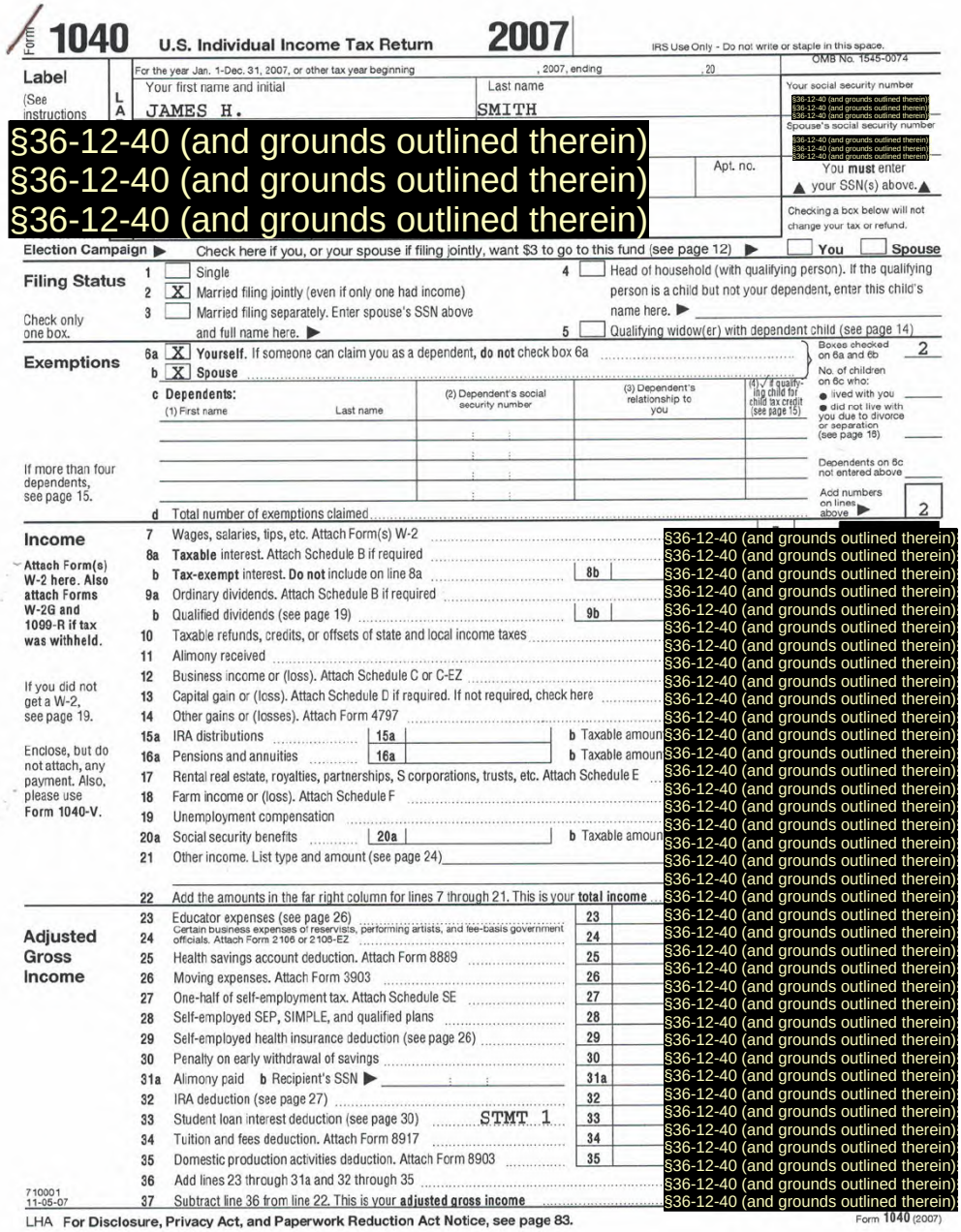
			A - Alabama tax withheld	B - Income
Income and Adjustments	5a	Alabama Income Tax Withheld *(from Schedule W-2, line 18, col. G)*	5a •	
	5b	Wages, salaries, tips, etc. *(from Schedule W-2, line 18, col. I plus J)*		5b •
	6	Interest and dividend income *(also attach Schedule B if over $1,500)*		6 •
	7	Other income *(from page 2, Part I, line 9)*		7 •
	8	**Total income.** Add amounts in the income column for line 5b through line 7		8 •
	9	Total adjustments to income *(from page 2, Part II, line 16)*		9 •
	10	**Adjusted gross income.** Subtract line 9 from line 8		10 •
Deductions	11	Box a or b **MUST** be checked. Check box a, if you **itemize deductions,** and enter amount from Schedule A, line 2 Check box b, if you **do not** itemize deductions, and enter **standard deduction** *(see* • a ☒ **Itemized Deductions** • b ☐ **Standard Deduction**	11 •	
If claiming a deduction on line 12, you must attach page 1,2 and Schedule 1 of your Federal Return, if applicable.	12	Federal tax deduction *(see instructions)* **DO NOT ENTER THE FEDERAL TAX WITHHELD FROM YOUR FORM W-2(S)**	12 •	
	13	Personal exemption *(from line 1, 2, 3, or 4)*	13 •	
	14	Dependent exemption *(from page 2, Part III, line 2)*	14 •	
	15	**Total deductions.** Add lines 11, 12, 13, and 14		15 •
	16	**Taxable income.** Subtract line 15 from line 10		16 •
	17	**Income Tax due.** Enter amount from tax table or check if from • ☐ Form NOL-85A		17 •
Tax	18	**Net tax due Alabama.** Check box if computing tax using Sch OC • ☐ , otherwise enter		18 •
Staple Form(s) W-2, W-2G, and/or 1099 here. Attach Schedule W-2 to return.	19	Additional taxes (from Schedule ATP, Part I, Line 3)		19 •
	20	**Alabama Election Campaign Fund.** You may make a voluntary contribution to the		
	a	Alabama Democratic Party ☐ $1 ☐ $2 ☒ none		20a •
	b	Alabama Republican Party ☐ $1 ☐ $2 ☒ none		20b •
	21	**Total tax liability and voluntary contribution.** Add lines 18, 19, 20a, and 20b		21 •
Payments	22	**Alabama income tax withheld** *(from column A, line 5a)*	22 •	
	23	2021 estimated tax payments/Automatic Extension Payment	23 •	
	24	Amended Returns Only - Previous payments *(see instructions)*	24 •	
	25	**Refundable Credits.** Enter the amount from Schedule OC, Section F, line F4	25 •	
	26	Payments from Schedule CP, Section B, Line 1	26 •	
	27	**Total payments.** Add lines 22, 23, 24, 25 and 26		27 •
	28	Amended Returns Only - Previous refund *(see instructions)*		28 •
	29	**Adjusted Total Payments.** Subtract line 28 from line 27		29 •
AMOUNT YOU OWE	30	If line 21 is larger than line 29, subtract line 29 from line 21, and enter **AMOUNT YOU OWE** and Place payment, along with Form 40V, loose in the mailing envelope. **(FORM 40V MUST ACCOM**		30 •
	31	Penalties (from Schedule ATP, Part II, line 3) *(see instructions)*	31 •	
OVERPAID	32	If line 29 is larger than line 21, subtract line 21 from line 29, and enter amount **OVER**		32 •
	33	Amount of line 32 to be applied to your **2022 estimated tax**	33 •	
Donations	34	**Total** Donation Check-offs from Schedule DC, line 2	34 •	
REFUND	35	**REFUNDED TO YOU. (CAUTION:** You must **sign** this return on page 2.) If line 32 is greater than zero, subtract lines 31, 33 and 34 from line 32		35 •
		For Direct Deposit, check here • ☐ and complete Part V, Page 2.		

1019

135001 08-26-21

EXTENSION GRANTED TO 10/17/2022

ADOR



Form **1040** U.S. Individual Income Tax Return **2007**

IRS Use Only - Do not write or staple in this space. OMB No. 1545-0074

For the year Jan. 1-Dec. 31, 2007, or other tax year beginning , 2007, ending , 20

Label (See instructions A) Your first name and initial: JAMES H. Last name: SMITH

Your social security number: §36-12-40 (and grounds outlined therein)

Spouse's social security number: §36-12-40 (and grounds outlined therein)

Apt. no.

You **must** enter your SSN(s) above.

Checking a box below will not change your tax or refund.

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Election Campaign Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 12) ▶ ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child (see page 14)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a — Boxes checked on 6a and 6b: 2

b ☒ **Spouse**

c **Dependents:**

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qualifying child for child tax credit (see page 15)

If more than four dependents, see page 15.

No. of children on 6c who:
- lived with you
- did not live with you due to divorce or separation (see page 15)

Dependents on 6c not entered above

Add numbers on lines above ▶ 2

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 19.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

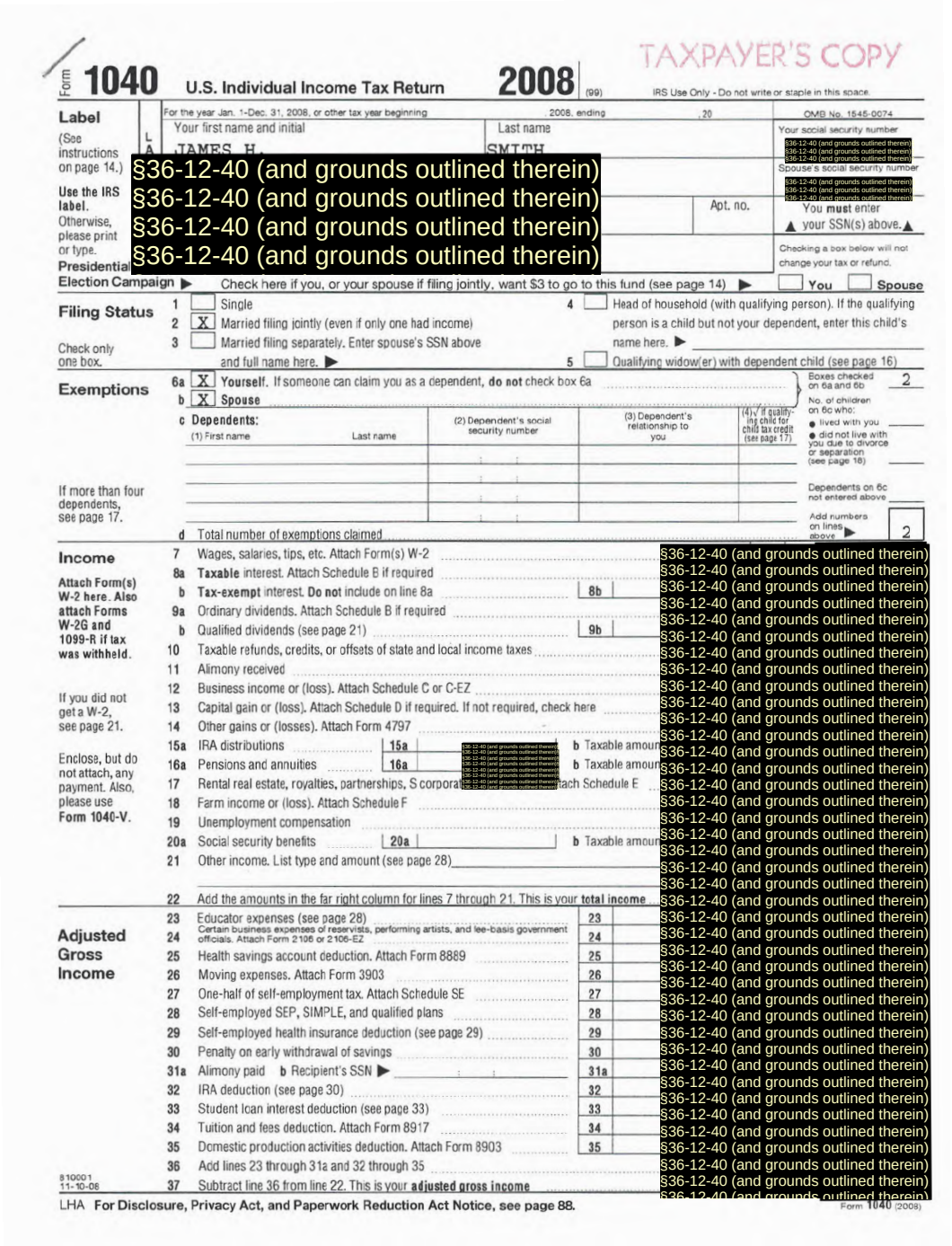
7	Wages, salaries, tips, etc. Attach Form(s) W-2		§36-12-40 (and grounds outlined therein)
8a	**Taxable** interest. Attach Schedule B if required		§36-12-40 (and grounds outlined therein)
b	**Tax-exempt** interest. **Do not** include on line 8a	8b	§36-12-40 (and grounds outlined therein)
9a	Ordinary dividends. Attach Schedule B if required		§36-12-40 (and grounds outlined therein)
b	Qualified dividends (see page 19)	9b	§36-12-40 (and grounds outlined therein)
10	Taxable refunds, credits, or offsets of state and local income taxes		§36-12-40 (and grounds outlined therein)
11	Alimony received		§36-12-40 (and grounds outlined therein)
12	Business income or (loss). Attach Schedule C or C-EZ		§36-12-40 (and grounds outlined therein)
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here		§36-12-40 (and grounds outlined therein)
14	Other gains or (losses). Attach Form 4797		§36-12-40 (and grounds outlined therein)
15a	IRA distributions — 15a	b Taxable amoun	§36-12-40 (and grounds outlined therein)
16a	Pensions and annuities — 16a	b Taxable amoun	§36-12-40 (and grounds outlined therein)
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		§36-12-40 (and grounds outlined therein)
18	Farm income or (loss). Attach Schedule F		§36-12-40 (and grounds outlined therein)
19	Unemployment compensation		§36-12-40 (and grounds outlined therein)
20a	Social security benefits — 20a	b Taxable amoun	§36-12-40 (and grounds outlined therein)
21	Other income. List type and amount (see page 24)		§36-12-40 (and grounds outlined therein)
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income**		§36-12-40 (and grounds outlined therein)

Adjusted Gross Income

23	Educator expenses (see page 26)	23	§36-12-40 (and grounds outlined therein)
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	§36-12-40 (and grounds outlined therein)
25	Health savings account deduction. Attach Form 8889	25	§36-12-40 (and grounds outlined therein)
26	Moving expenses. Attach Form 3903	26	§36-12-40 (and grounds outlined therein)
27	One-half of self-employment tax. Attach Schedule SE	27	§36-12-40 (and grounds outlined therein)
28	Self-employed SEP, SIMPLE, and qualified plans	28	§36-12-40 (and grounds outlined therein)
29	Self-employed health insurance deduction (see page 26)	29	§36-12-40 (and grounds outlined therein)
30	Penalty on early withdrawal of savings	30	§36-12-40 (and grounds outlined therein)
31a	Alimony paid b Recipient's SSN ▶	31a	§36-12-40 (and grounds outlined therein)
32	IRA deduction (see page 27)	32	§36-12-40 (and grounds outlined therein)
33	Student loan interest deduction (see page 30) STMT 1	33	§36-12-40 (and grounds outlined therein)
34	Tuition and fees deduction. Attach Form 8917	34	§36-12-40 (and grounds outlined therein)
35	Domestic production activities deduction. Attach Form 8903	35	§36-12-40 (and grounds outlined therein)
36	Add lines 23 through 31a and 32 through 35		§36-12-40 (and grounds outlined therein)
37	Subtract line 36 from line 22. This is your **adjusted gross income**		§36-12-40 (and grounds outlined therein)

710001 11-05-07

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 83.** Form **1040** (2007)



TAXPAYER'S COPY

Form **1040** U.S. Individual Income Tax Return **2008** (99) IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2008, or other tax year beginning , 2008, ending , 20 OMB No. 1545-0074

Label (See instructions on page 14.) Your first name and initial: JAMES H Last name: SMITH Your social security number: §36-12-40 (and grounds outlined therein)

Use the IRS label. Otherwise, please print or type. Spouse's social security number: §36-12-40 (and grounds outlined therein)

Apt. no. You **must** enter your SSN(s) above.

Presidential Election Campaign ▶ Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 14) ▶ ☐ You ☐ Spouse

Checking a box below will not change your tax or refund.

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child (see page 16)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
c **Dependents:** (1) First name / Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if qualifying child for child tax credit (see page 17)

If more than four dependents, see page 17.

d Total number of exemptions claimed

Boxes checked on 6a and 6b: 2
No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see page 16)
Dependents on 6c not entered above
Add numbers on lines above ▶: 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 21.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

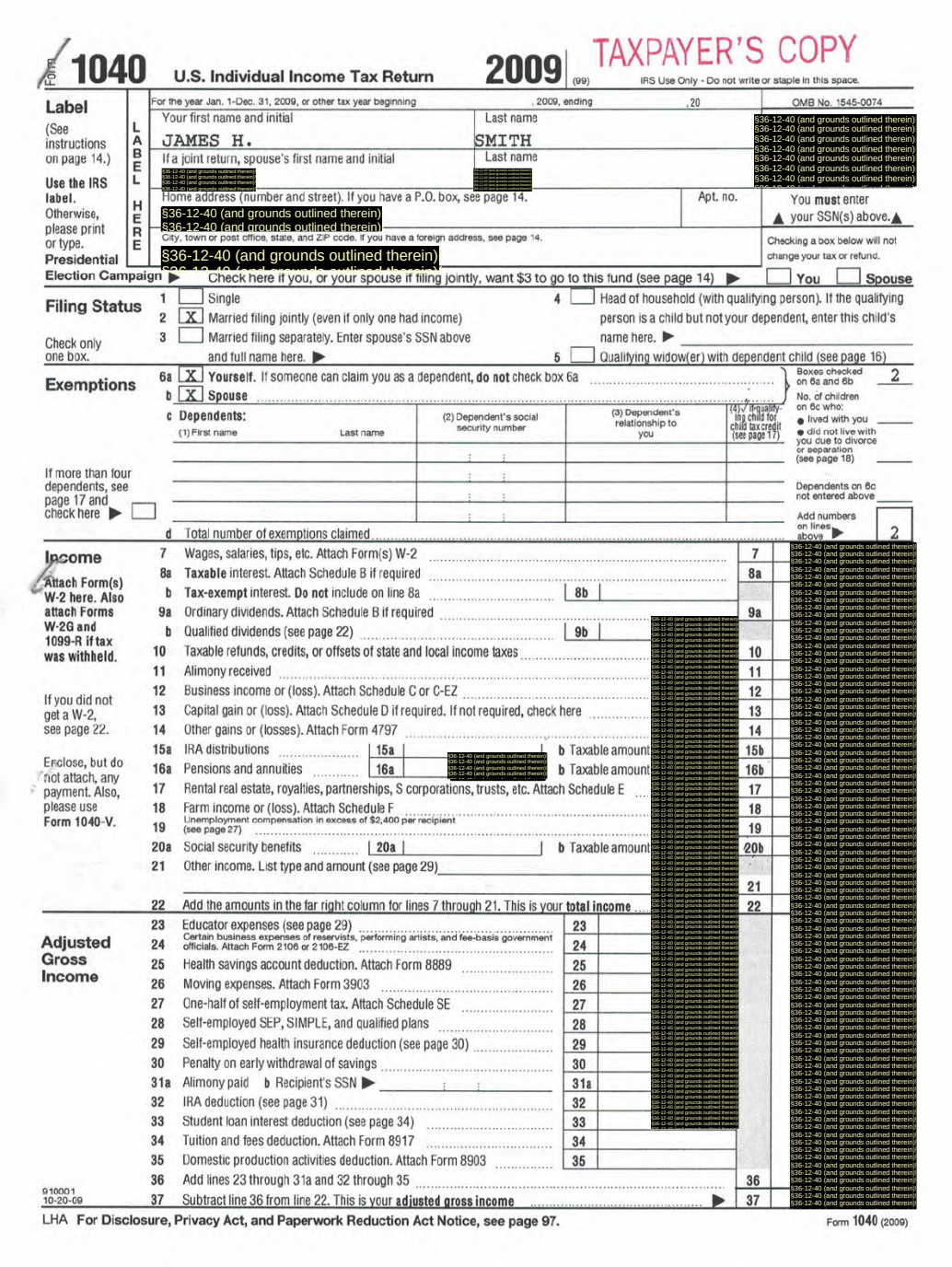
7 Wages, salaries, tips, etc. Attach Form(s) W-2
8a **Taxable** interest. Attach Schedule B if required
b **Tax-exempt** interest. **Do not** include on line 8a — 8b
9a Ordinary dividends. Attach Schedule B if required
b Qualified dividends (see page 21) — 9b
10 Taxable refunds, credits, or offsets of state and local income taxes
11 Alimony received
12 Business income or (loss). Attach Schedule C or C-EZ
13 Capital gain or (loss). Attach Schedule D if required. If not required, check here
14 Other gains or (losses). Attach Form 4797
15a IRA distributions — 15a — b Taxable amount
16a Pensions and annuities — 16a — b Taxable amount
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E
18 Farm income or (loss). Attach Schedule F
19 Unemployment compensation
20a Social security benefits — 20a — b Taxable amount
21 Other income. List type and amount (see page 28)
22 Add the amounts in the far right column for lines 7 through 21. This is your **total income**

Adjusted Gross Income

23 Educator expenses (see page 28) — 23
24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ — 24
25 Health savings account deduction. Attach Form 8889 — 25
26 Moving expenses. Attach Form 3903 — 26
27 One-half of self-employment tax. Attach Schedule SE — 27
28 Self-employed SEP, SIMPLE, and qualified plans — 28
29 Self-employed health insurance deduction (see page 29) — 29
30 Penalty on early withdrawal of savings — 30
31a Alimony paid b Recipient's SSN ▶ — 31a
32 IRA deduction (see page 30) — 32
33 Student loan interest deduction (see page 33) — 33
34 Tuition and fees deduction. Attach Form 8917 — 34
35 Domestic production activities deduction. Attach Form 8903 — 35
36 Add lines 23 through 31a and 32 through 35
37 Subtract line 36 from line 22. This is your **adjusted gross income**

810001 11-10-08

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 88.** Form 1040 (2008)



Form **1040** U.S. Individual Income Tax Return **2009** (99) TAXPAYER'S COPY

IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2009, or other tax year beginning , 2009, ending , 20 OMB No. 1545-0074

Label (See instructions on page 14.) Use the IRS label. Otherwise, please print or type.

Your first name and initial: JAMES H. Last name: SMITH

If a joint return, spouse's first name and initial: Last name

Home address (number and street). If you have a P.O. box, see page 14. Apt. no.

§36-12-40 (and grounds outlined therein)

City, town or post office, state, and ZIP code. If you have a foreign address, see page 14.

§36-12-40 (and grounds outlined therein)

You must enter your SSN(s) above.

Checking a box below will not change your tax or refund.

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 14) ▶ ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child (see page 16)

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**

Boxes checked on 6a and 6b: 2

c **Dependents:** (1) First name Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if qualifying child for child tax credit (see page 17)

If more than four dependents, see page 17 and check here ▶ ☐

No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see page 18)

Dependents on 6c not entered above

Add numbers on lines above ▶: 2

d Total number of exemptions claimed

Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 22.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

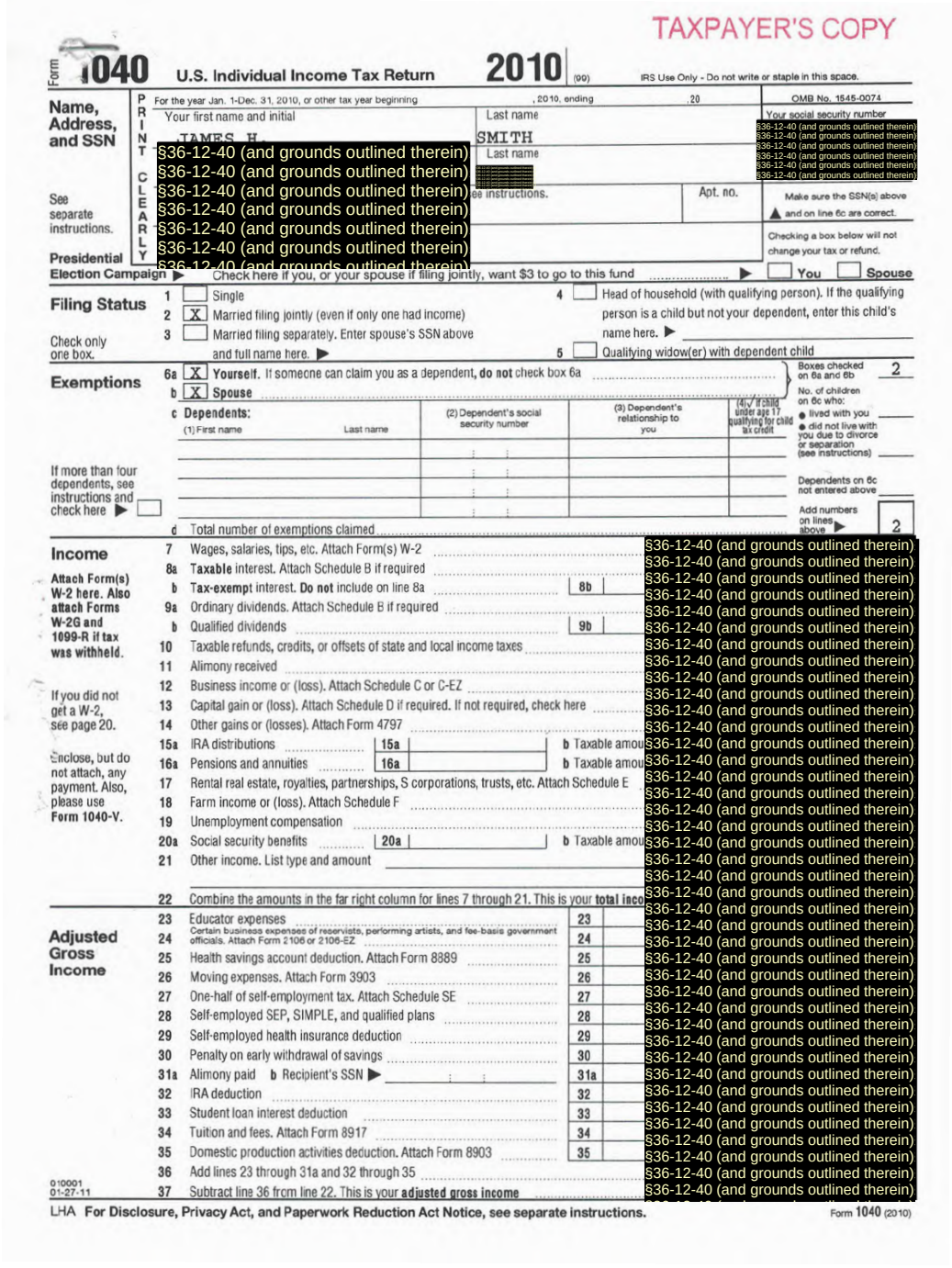
7	Wages, salaries, tips, etc. Attach Form(s) W-2			7
8a	**Taxable** interest. Attach Schedule B if required			8a
b	**Tax-exempt** interest. **Do not** include on line 8a	8b		
9a	Ordinary dividends. Attach Schedule B if required			9a
b	Qualified dividends (see page 22)	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes			10
11	Alimony received			11
12	Business income or (loss). Attach Schedule C or C-EZ			12
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here			13
14	Other gains or (losses). Attach Form 4797			14
15a	IRA distributions 15a		b Taxable amount	15b
16a	Pensions and annuities 16a		b Taxable amount	16b
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E			17
18	Farm income or (loss). Attach Schedule F			18
19	Unemployment compensation in excess of $2,400 per recipient (see page 27)			19
20a	Social security benefits 20a		b Taxable amount	20b
21	Other income. List type and amount (see page 29)			21
22	Add the amounts in the far right column for lines 7 through 21. This is your **total income**			22

Adjusted Gross Income

23	Educator expenses (see page 29)	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	One-half of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction (see page 30)	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction (see page 31)	32	
33	Student loan interest deduction (see page 34)	33	
34	Tuition and fees deduction. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 31a and 32 through 35		36
37	Subtract line 36 from line 22. This is your **adjusted gross income** ▶		37

910001 10-20-09

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 97.** Form **1040** (2009)



TAXPAYER'S COPY

Form 1040 U.S. Individual Income Tax Return 2010 (99) IRS Use Only - Do not write or staple in this space.

Name, Address, and SSN — PRINT CLEARLY

For the year Jan. 1-Dec. 31, 2010, or other tax year beginning , 2010, ending , 20 — OMB No. 1545-0074

Your first name and initial: JAMES H — Last name: SMITH — Your social security number: §36-12-40 (and grounds outlined therein)

Last name: [redacted] — §36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

See separate instructions.

ee instructions. — Apt. no. — Make sure the SSN(s) above and on line 6c are correct.

Checking a box below will not change your tax or refund.

Presidential Election Campaign ▶ Check here if you, or your spouse if filing jointly, want $3 to go to this fund ▶ ☐ You ☐ Spouse

Filing Status (Check only one box.)

1 ☐ Single

2 ☒ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶

4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶

5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a — Boxes checked on 6a and 6b: 2

b ☒ Spouse

c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who: ● lived with you ____ ● did not live with you due to divorce or separation (see instructions) ____

Dependents on 6c not entered above ____

Add numbers on lines above ▶ 2

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 20.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

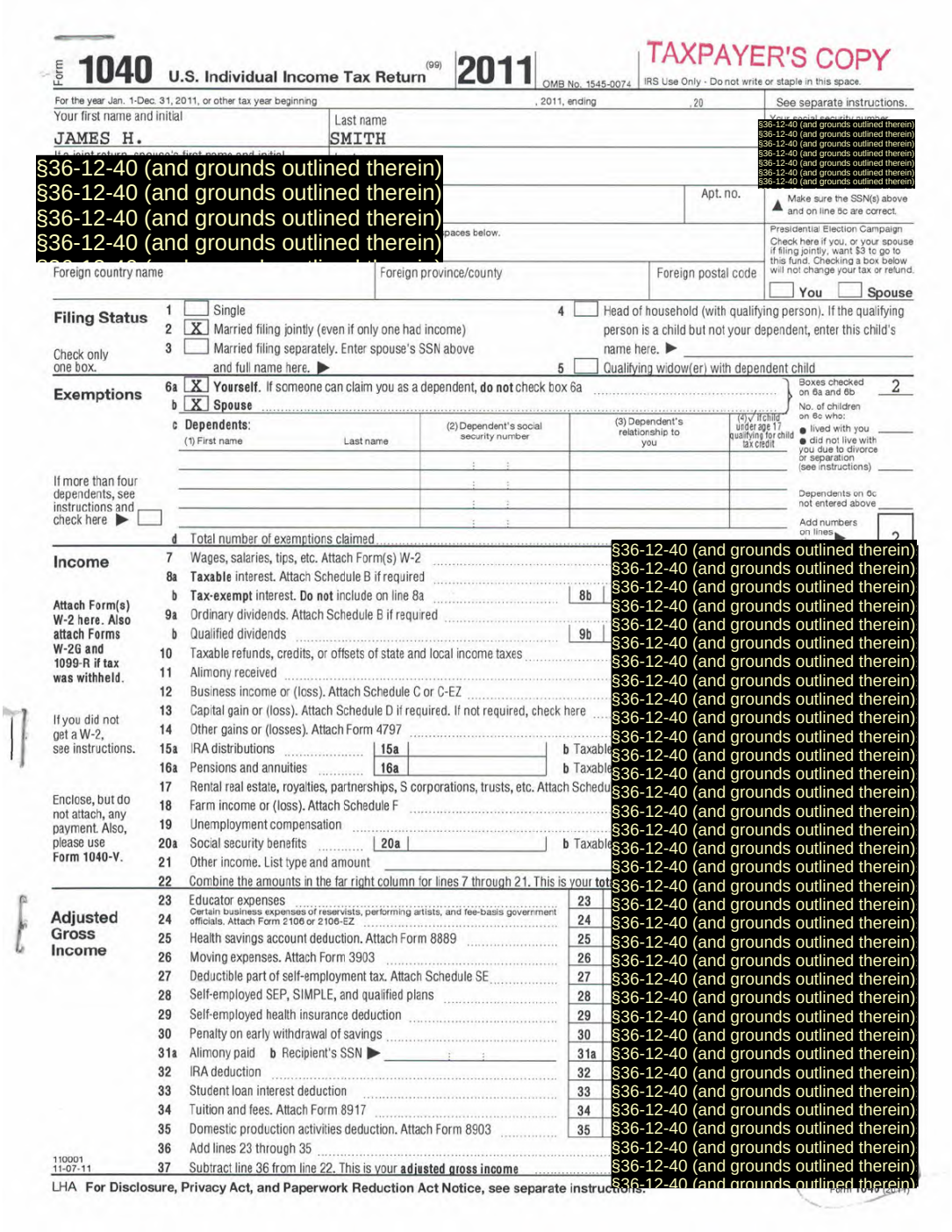
7	Wages, salaries, tips, etc. Attach Form(s) W-2		§36-12-40 (and grounds outlined therein)
8a	Taxable interest. Attach Schedule B if required		§36-12-40 (and grounds outlined therein)
b	Tax-exempt interest. Do not include on line 8a	8b	§36-12-40 (and grounds outlined therein)
9a	Ordinary dividends. Attach Schedule B if required		§36-12-40 (and grounds outlined therein)
b	Qualified dividends	9b	§36-12-40 (and grounds outlined therein)
10	Taxable refunds, credits, or offsets of state and local income taxes		§36-12-40 (and grounds outlined therein)
11	Alimony received		§36-12-40 (and grounds outlined therein)
12	Business income or (loss). Attach Schedule C or C-EZ		§36-12-40 (and grounds outlined therein)
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here		§36-12-40 (and grounds outlined therein)
14	Other gains or (losses). Attach Form 4797		§36-12-40 (and grounds outlined therein)
15a	IRA distributions — 15a	b Taxable amou	§36-12-40 (and grounds outlined therein)
16a	Pensions and annuities — 16a	b Taxable amou	§36-12-40 (and grounds outlined therein)
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		§36-12-40 (and grounds outlined therein)
18	Farm income or (loss). Attach Schedule F		§36-12-40 (and grounds outlined therein)
19	Unemployment compensation		§36-12-40 (and grounds outlined therein)
20a	Social security benefits — 20a	b Taxable amou	§36-12-40 (and grounds outlined therein)
21	Other income. List type and amount		§36-12-40 (and grounds outlined therein)
22	Combine the amounts in the far right column for lines 7 through 21. This is your total inco		§36-12-40 (and grounds outlined therein)

Adjusted Gross Income

23	Educator expenses	23	§36-12-40 (and grounds outlined therein)
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	§36-12-40 (and grounds outlined therein)
25	Health savings account deduction. Attach Form 8889	25	§36-12-40 (and grounds outlined therein)
26	Moving expenses. Attach Form 3903	26	§36-12-40 (and grounds outlined therein)
27	One-half of self-employment tax. Attach Schedule SE	27	§36-12-40 (and grounds outlined therein)
28	Self-employed SEP, SIMPLE, and qualified plans	28	§36-12-40 (and grounds outlined therein)
29	Self-employed health insurance deduction	29	§36-12-40 (and grounds outlined therein)
30	Penalty on early withdrawal of savings	30	§36-12-40 (and grounds outlined therein)
31a	Alimony paid b Recipient's SSN ▶	31a	§36-12-40 (and grounds outlined therein)
32	IRA deduction	32	§36-12-40 (and grounds outlined therein)
33	Student loan interest deduction	33	§36-12-40 (and grounds outlined therein)
34	Tuition and fees. Attach Form 8917	34	§36-12-40 (and grounds outlined therein)
35	Domestic production activities deduction. Attach Form 8903	35	§36-12-40 (and grounds outlined therein)
36	Add lines 23 through 31a and 32 through 35		§36-12-40 (and grounds outlined therein)
37	Subtract line 36 from line 22. This is your adjusted gross income		§36-12-40 (and grounds outlined therein)

010001 01-27-11

LHA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2010)



Form **1040** U.S. Individual Income Tax Return (99) **2011** OMB No. 1545-0074

TAXPAYER'S COPY

IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2011, or other tax year beginning , 2011, ending , 20

See separate instructions.

Your first name and initial: JAMES H.

Last name: SMITH

Your social security number: §36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

Apt. no.

Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund.

You Spouse

Foreign country name | Foreign province/county | Foreign postal code

Filing Status Check only one box.

1 ☐ Single

2 ☒ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶

4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶

5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a — Boxes checked on 6a and 6b: 2

b ☒ **Spouse** — No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see instructions)

c **Dependents:** (1) First name / Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if child under age 17 qualifying for child tax credit

If more than four dependents, see instructions and check here ▶ ☐

Dependents on 6c not entered above

Add numbers on lines

d Total number of exemptions claimed — 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7 Wages, salaries, tips, etc. Attach Form(s) W-2

8a **Taxable** interest. Attach Schedule B if required

b **Tax-exempt** interest. **Do not** include on line 8a — 8b

9a Ordinary dividends. Attach Schedule B if required

b Qualified dividends — 9b

10 Taxable refunds, credits, or offsets of state and local income taxes

11 Alimony received

12 Business income or (loss). Attach Schedule C or C-EZ

13 Capital gain or (loss). Attach Schedule D if required. If not required, check here

14 Other gains or (losses). Attach Form 4797

15a IRA distributions — 15a — b Taxable

16a Pensions and annuities — 16a — b Taxable

17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedu

18 Farm income or (loss). Attach Schedule F

19 Unemployment compensation

20a Social security benefits — 20a — b Taxable

21 Other income. List type and amount

22 Combine the amounts in the far right column for lines 7 through 21. This is your tot

Adjusted Gross Income

23 Educator expenses — 23

24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ — 24

25 Health savings account deduction. Attach Form 8889 — 25

26 Moving expenses. Attach Form 3903 — 26

27 Deductible part of self-employment tax. Attach Schedule SE — 27

28 Self-employed SEP, SIMPLE, and qualified plans — 28

29 Self-employed health insurance deduction — 29

30 Penalty on early withdrawal of savings — 30

31a Alimony paid b Recipient's SSN ▶ — 31a

32 IRA deduction — 32

33 Student loan interest deduction — 33

34 Tuition and fees. Attach Form 8917 — 34

35 Domestic production activities deduction. Attach Form 8903 — 35

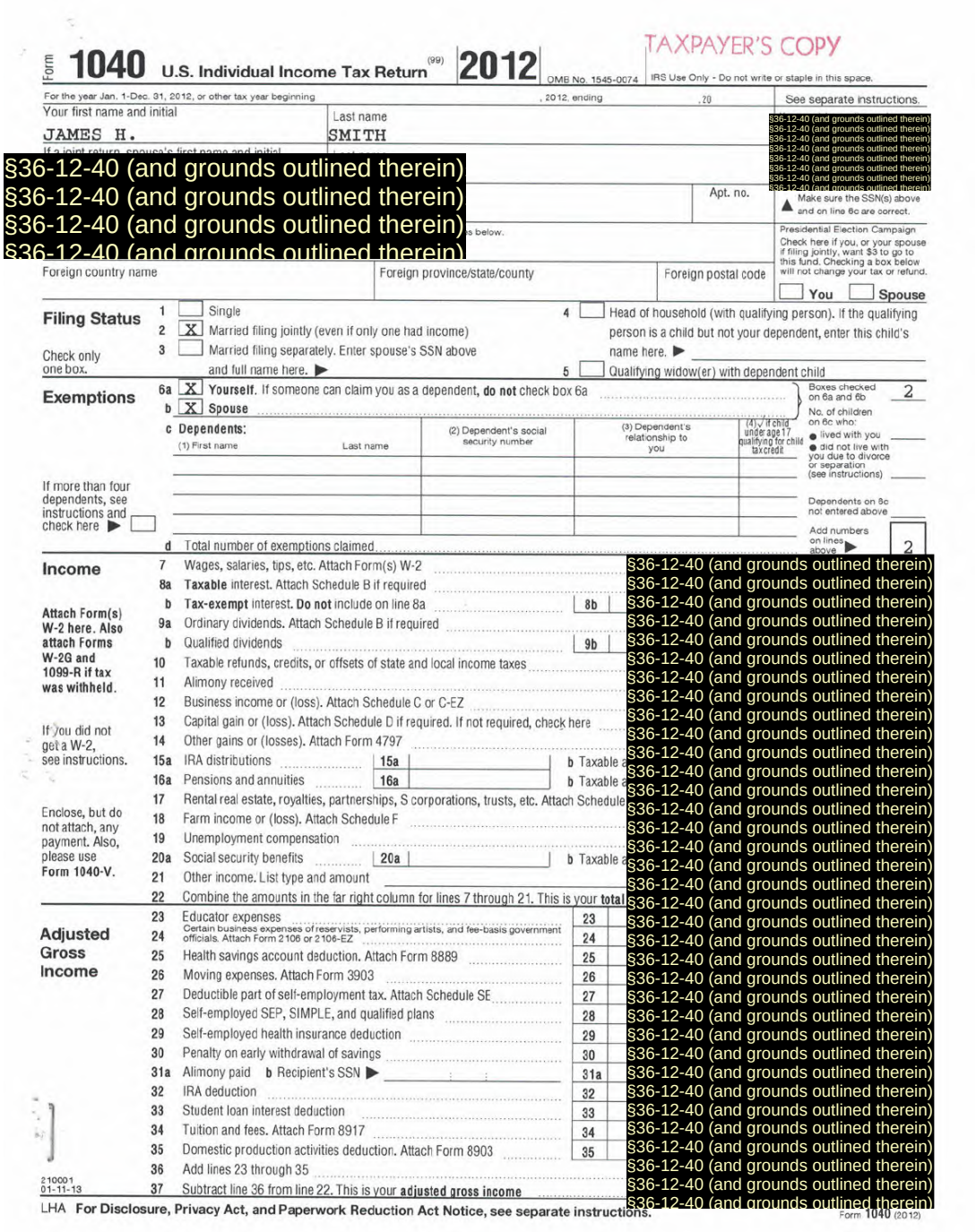
36 Add lines 23 through 35

37 Subtract line 36 from line 22. This is your **adjusted gross income**

110001 11-07-11

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.**

Form 1040 (2011)



Form **1040** U.S. Individual Income Tax Return (99) **2012** OMB No. 1545-0074 — TAXPAYER'S COPY — IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2012, or other tax year beginning , 2012, ending , 20 — See separate instructions.

Your first name and initial: JAMES H. — Last name: SMITH

§36-12-40 (and grounds outlined therein)

Apt. no. — Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign — Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

Filing Status (Check only one box.)
1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions
6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
Boxes checked on 6a and 6b: 2
c **Dependents:** (1) First name / Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if child under age 17 qualifying for child tax credit
No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see instructions)
If more than four dependents, see instructions and check here ▶ ☐
Dependents on 6c not entered above
d Total number of exemptions claimed — Add numbers on lines above ▶: 2

Income
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.
If you did not get a W-2, see instructions.
Enclose, but do not attach, any payment. Also, please use Form 1040-V.

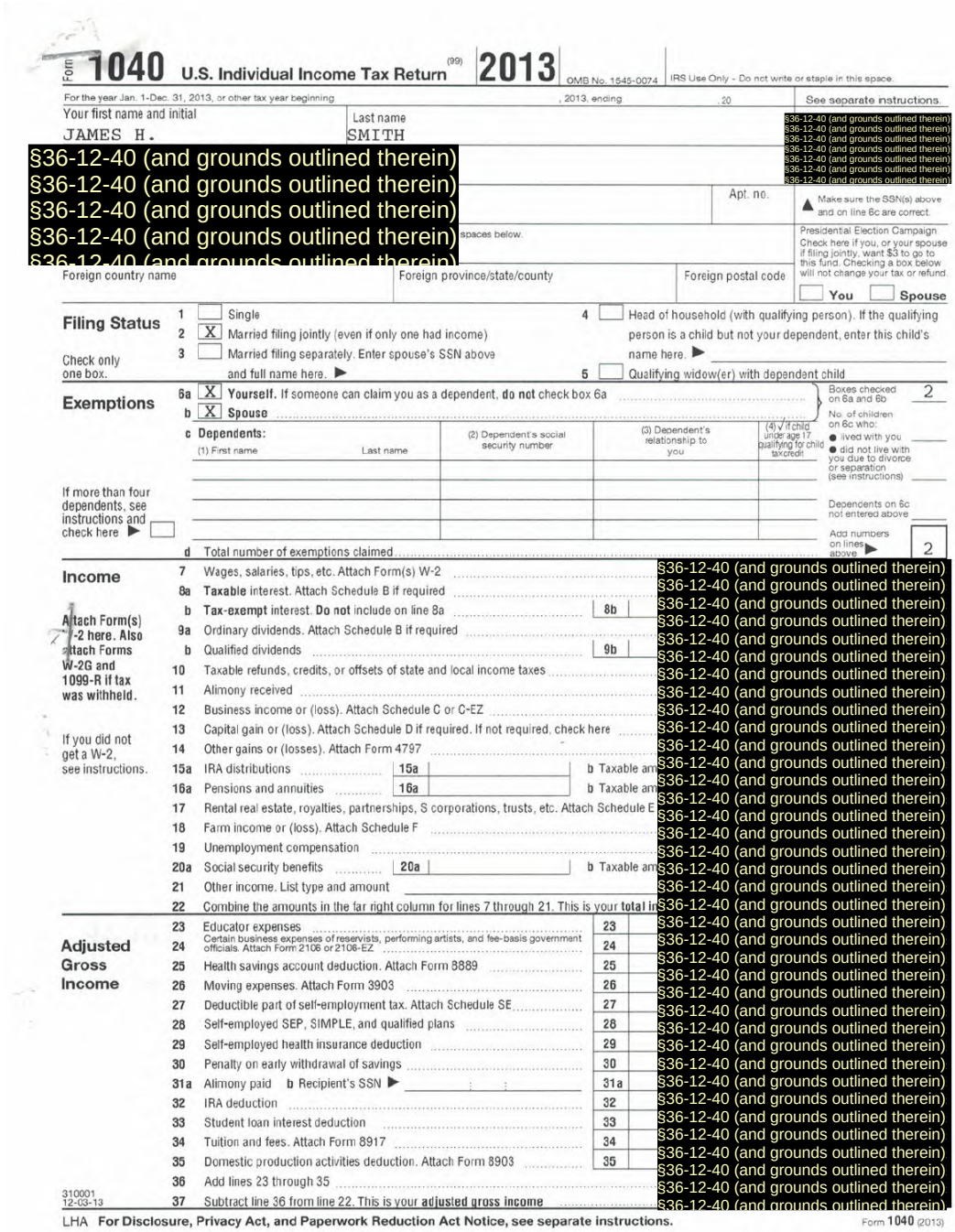
7	Wages, salaries, tips, etc. Attach Form(s) W-2		§36-12-40 (and grounds outlined therein)
8a	**Taxable** interest. Attach Schedule B if required		§36-12-40 (and grounds outlined therein)
b	**Tax-exempt** interest. **Do not** include on line 8a	8b	§36-12-40 (and grounds outlined therein)
9a	Ordinary dividends. Attach Schedule B if required		§36-12-40 (and grounds outlined therein)
b	Qualified dividends	9b	§36-12-40 (and grounds outlined therein)
10	Taxable refunds, credits, or offsets of state and local income taxes		§36-12-40 (and grounds outlined therein)
11	Alimony received		§36-12-40 (and grounds outlined therein)
12	Business income or (loss). Attach Schedule C or C-EZ		§36-12-40 (and grounds outlined therein)
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here		§36-12-40 (and grounds outlined therein)
14	Other gains or (losses). Attach Form 4797		§36-12-40 (and grounds outlined therein)
15a	IRA distributions — 15a — b Taxable		§36-12-40 (and grounds outlined therein)
16a	Pensions and annuities — 16a — b Taxable		§36-12-40 (and grounds outlined therein)
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule		§36-12-40 (and grounds outlined therein)
18	Farm income or (loss). Attach Schedule F		§36-12-40 (and grounds outlined therein)
19	Unemployment compensation		§36-12-40 (and grounds outlined therein)
20a	Social security benefits — 20a — b Taxable		§36-12-40 (and grounds outlined therein)
21	Other income. List type and amount		§36-12-40 (and grounds outlined therein)
22	Combine the amounts in the far right column for lines 7 through 21. This is your **total**		§36-12-40 (and grounds outlined therein)

Adjusted Gross Income

23	Educator expenses	23	§36-12-40 (and grounds outlined therein)
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	§36-12-40 (and grounds outlined therein)
25	Health savings account deduction. Attach Form 8889	25	§36-12-40 (and grounds outlined therein)
26	Moving expenses. Attach Form 3903	26	§36-12-40 (and grounds outlined therein)
27	Deductible part of self-employment tax. Attach Schedule SE	27	§36-12-40 (and grounds outlined therein)
28	Self-employed SEP, SIMPLE, and qualified plans	28	§36-12-40 (and grounds outlined therein)
29	Self-employed health insurance deduction	29	§36-12-40 (and grounds outlined therein)
30	Penalty on early withdrawal of savings	30	§36-12-40 (and grounds outlined therein)
31a	Alimony paid b Recipient's SSN ▶	31a	§36-12-40 (and grounds outlined therein)
32	IRA deduction	32	§36-12-40 (and grounds outlined therein)
33	Student loan interest deduction	33	§36-12-40 (and grounds outlined therein)
34	Tuition and fees. Attach Form 8917	34	§36-12-40 (and grounds outlined therein)
35	Domestic production activities deduction. Attach Form 8903	35	§36-12-40 (and grounds outlined therein)
36	Add lines 23 through 35		§36-12-40 (and grounds outlined therein)
37	Subtract line 36 from line 22. This is your **adjusted gross income**		§36-12-40 (and grounds outlined therein)

210001 01-11-13

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2012)



Form **1040** U.S. Individual Income Tax Return (99) **2013** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2013, or other tax year beginning , 2013, ending , 20 See separate instructions.

Your first name and initial: JAMES H. | Last name: SMITH

§36-12-40 (and grounds outlined therein)

Apt. no. | Make sure the SSN(s) above and on line 6c are correct.

spaces below. | Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a — Boxes checked on 6a and 6b: 2
b ☒ **Spouse**
c **Dependents:** (1) First name / Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if child under age 17 qualifying for child tax credit — No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see instructions)

If more than four dependents, see instructions and check here ▶ ☐ — Dependents on 6c not entered above
d Total number of exemptions claimed — Add numbers on lines above ▶ 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

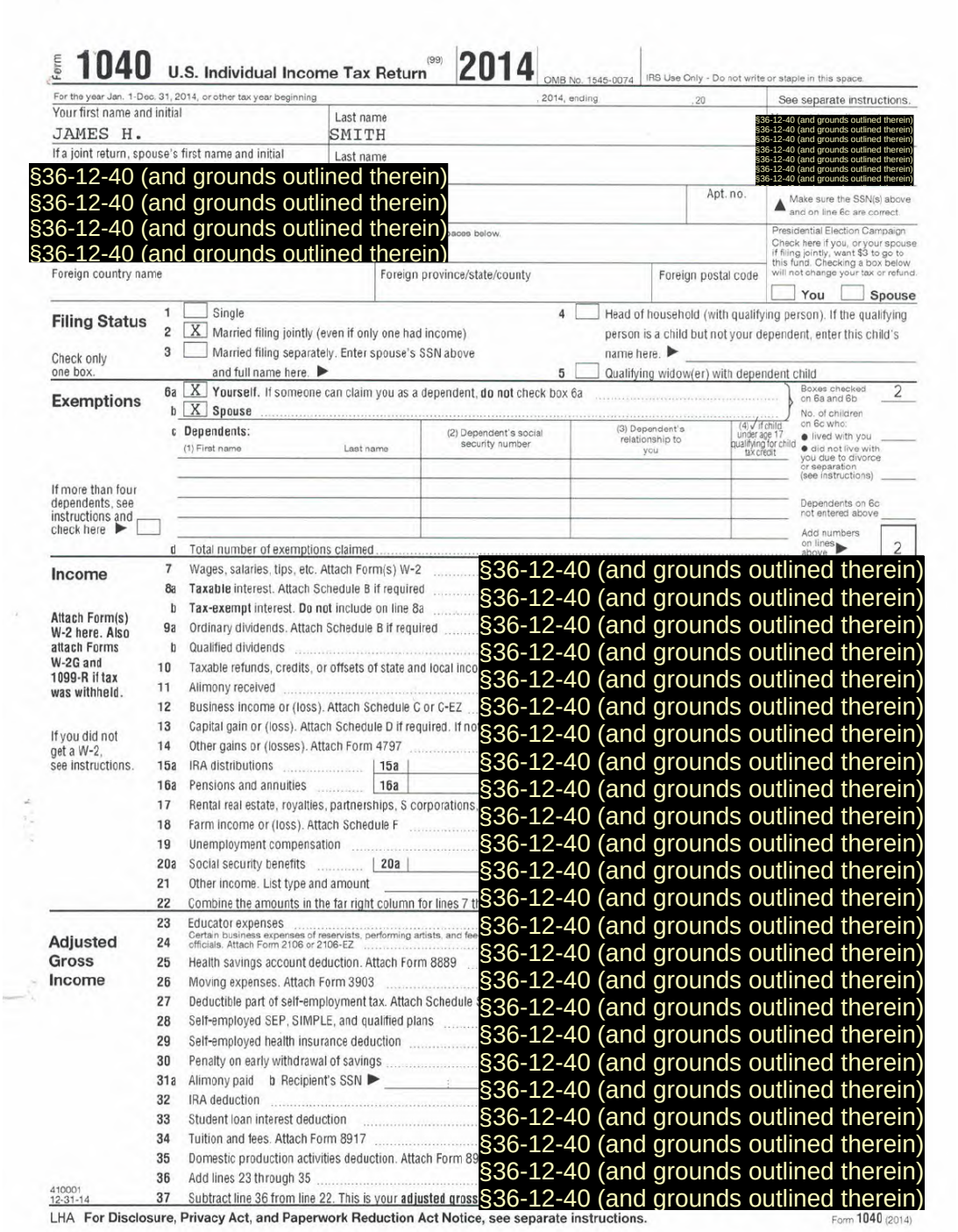
7 Wages, salaries, tips, etc. Attach Form(s) W-2
8a **Taxable** interest. Attach Schedule B if required
b **Tax-exempt** interest. **Do not** include on line 8a — 8b
9a Ordinary dividends. Attach Schedule B if required
b Qualified dividends — 9b
10 Taxable refunds, credits, or offsets of state and local income taxes
11 Alimony received
12 Business income or (loss). Attach Schedule C or C-EZ
13 Capital gain or (loss). Attach Schedule D if required. If not required, check here
14 Other gains or (losses). Attach Form 4797
15a IRA distributions — 15a — b Taxable am
16a Pensions and annuities — 16a — b Taxable am
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E
18 Farm income or (loss). Attach Schedule F
19 Unemployment compensation
20a Social security benefits — 20a — b Taxable am
21 Other income. List type and amount
22 Combine the amounts in the far right column for lines 7 through 21. This is your **total in**

Adjusted Gross Income

23 Educator expenses — 23
24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ — 24
25 Health savings account deduction. Attach Form 8889 — 25
26 Moving expenses. Attach Form 3903 — 26
27 Deductible part of self-employment tax. Attach Schedule SE — 27
28 Self-employed SEP, SIMPLE, and qualified plans — 28
29 Self-employed health insurance deduction — 29
30 Penalty on early withdrawal of savings — 30
31a Alimony paid b Recipient's SSN ▶ — 31a
32 IRA deduction — 32
33 Student loan interest deduction — 33
34 Tuition and fees. Attach Form 8917 — 34
35 Domestic production activities deduction. Attach Form 8903 — 35
36 Add lines 23 through 35
37 Subtract line 36 from line 22. This is your **adjusted gross income**

310001 12-03-13

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2013)



Form **1040** U.S. Individual Income Tax Return (99) **2014** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2014, or other tax year beginning , 2014, ending , 20 See separate instructions.

Your first name and initial: JAMES H. | Last name: SMITH | §36-12-40 (and grounds outlined therein)

If a joint return, spouse's first name and initial | Last name | §36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Apt. no. | Make sure the SSN(s) above and on line 6c are correct.

...aces below. | Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

Filing Status Check only one box.
1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions
6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
Boxes checked on 6a and 6b: 2
c **Dependents:** (1) First name / Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if child under age 17 qualifying for child tax credit
No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see instructions)
If more than four dependents, see instructions and check here ▶ ☐
Dependents on 6c not entered above
d Total number of exemptions claimed
Add numbers on lines above ▶: 2

Income
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.
If you did not get a W-2, see instructions.

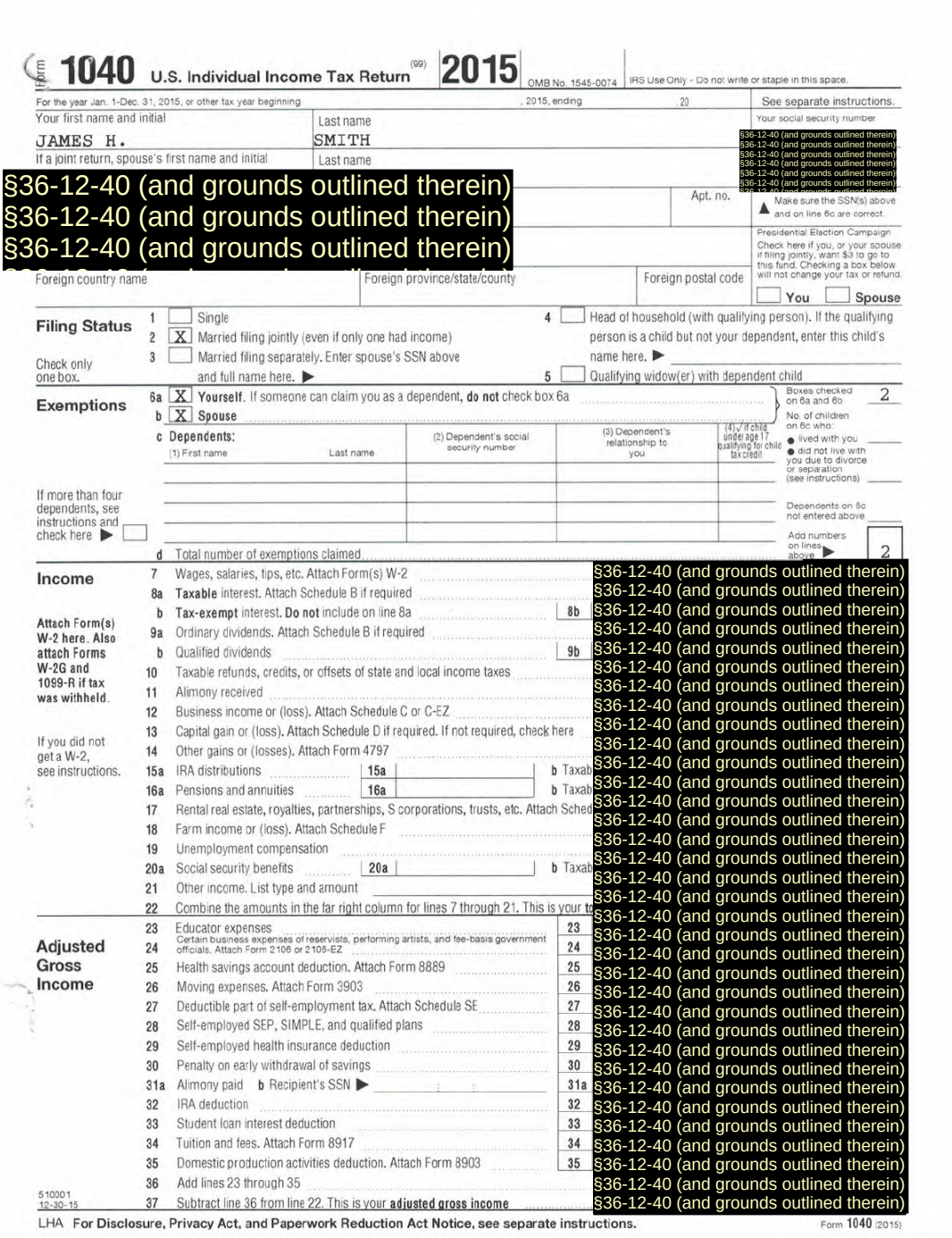
7	Wages, salaries, tips, etc. Attach Form(s) W-2	§36-12-40 (and grounds outlined therein)
8a	**Taxable** interest. Attach Schedule B if required	§36-12-40 (and grounds outlined therein)
b	**Tax-exempt** interest. **Do not** include on line 8a	§36-12-40 (and grounds outlined therein)
9a	Ordinary dividends. Attach Schedule B if required	§36-12-40 (and grounds outlined therein)
b	Qualified dividends	§36-12-40 (and grounds outlined therein)
10	Taxable refunds, credits, or offsets of state and local inco	§36-12-40 (and grounds outlined therein)
11	Alimony received	§36-12-40 (and grounds outlined therein)
12	Business income or (loss). Attach Schedule C or C-EZ	§36-12-40 (and grounds outlined therein)
13	Capital gain or (loss). Attach Schedule D if required. If no	§36-12-40 (and grounds outlined therein)
14	Other gains or (losses). Attach Form 4797	§36-12-40 (and grounds outlined therein)
15a	IRA distributions 15a	§36-12-40 (and grounds outlined therein)
16a	Pensions and annuities 16a	§36-12-40 (and grounds outlined therein)
17	Rental real estate, royalties, partnerships, S corporations,	§36-12-40 (and grounds outlined therein)
18	Farm income or (loss). Attach Schedule F	§36-12-40 (and grounds outlined therein)
19	Unemployment compensation	§36-12-40 (and grounds outlined therein)
20a	Social security benefits 20a	§36-12-40 (and grounds outlined therein)
21	Other income. List type and amount	§36-12-40 (and grounds outlined therein)
22	Combine the amounts in the far right column for lines 7 th	§36-12-40 (and grounds outlined therein)

Adjusted Gross Income

23	Educator expenses	§36-12-40 (and grounds outlined therein)
24	Certain business expenses of reservists, performing artists, and fee-officials. Attach Form 2106 or 2106-EZ	§36-12-40 (and grounds outlined therein)
25	Health savings account deduction. Attach Form 8889	§36-12-40 (and grounds outlined therein)
26	Moving expenses. Attach Form 3903	§36-12-40 (and grounds outlined therein)
27	Deductible part of self-employment tax. Attach Schedule S	§36-12-40 (and grounds outlined therein)
28	Self-employed SEP, SIMPLE, and qualified plans	§36-12-40 (and grounds outlined therein)
29	Self-employed health insurance deduction	§36-12-40 (and grounds outlined therein)
30	Penalty on early withdrawal of savings	§36-12-40 (and grounds outlined therein)
31a	Alimony paid b Recipient's SSN ▶	§36-12-40 (and grounds outlined therein)
32	IRA deduction	§36-12-40 (and grounds outlined therein)
33	Student loan interest deduction	§36-12-40 (and grounds outlined therein)
34	Tuition and fees. Attach Form 8917	§36-12-40 (and grounds outlined therein)
35	Domestic production activities deduction. Attach Form 89	§36-12-40 (and grounds outlined therein)
36	Add lines 23 through 35	§36-12-40 (and grounds outlined therein)
37	Subtract line 36 from line 22. This is your **adjusted gross**	§36-12-40 (and grounds outlined therein)

410001 12-31-14

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2014)



Form **1040** (99) **U.S. Individual Income Tax Return** **2015** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2015, or other tax year beginning , 2015, ending , 20 See separate instructions.

Your first name and initial: JAMES H. Last name: SMITH Your social security number: §36-12-40 (and grounds outlined therein)

If a joint return, spouse's first name and initial Last name

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Apt. no. Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Foreign country name Foreign province/state/county Foreign postal code

Filing Status Check only one box.
1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions
6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
Boxes checked on 6a and 6b: 2
c **Dependents:** (1) First name Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if child under age 17 qualifying for child tax credit
No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see instructions)
If more than four dependents, see instructions and check here ▶ ☐
Dependents on 6c not entered above
d Total number of exemptions claimed. Add numbers on lines above ▶ 2

Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see instructions.

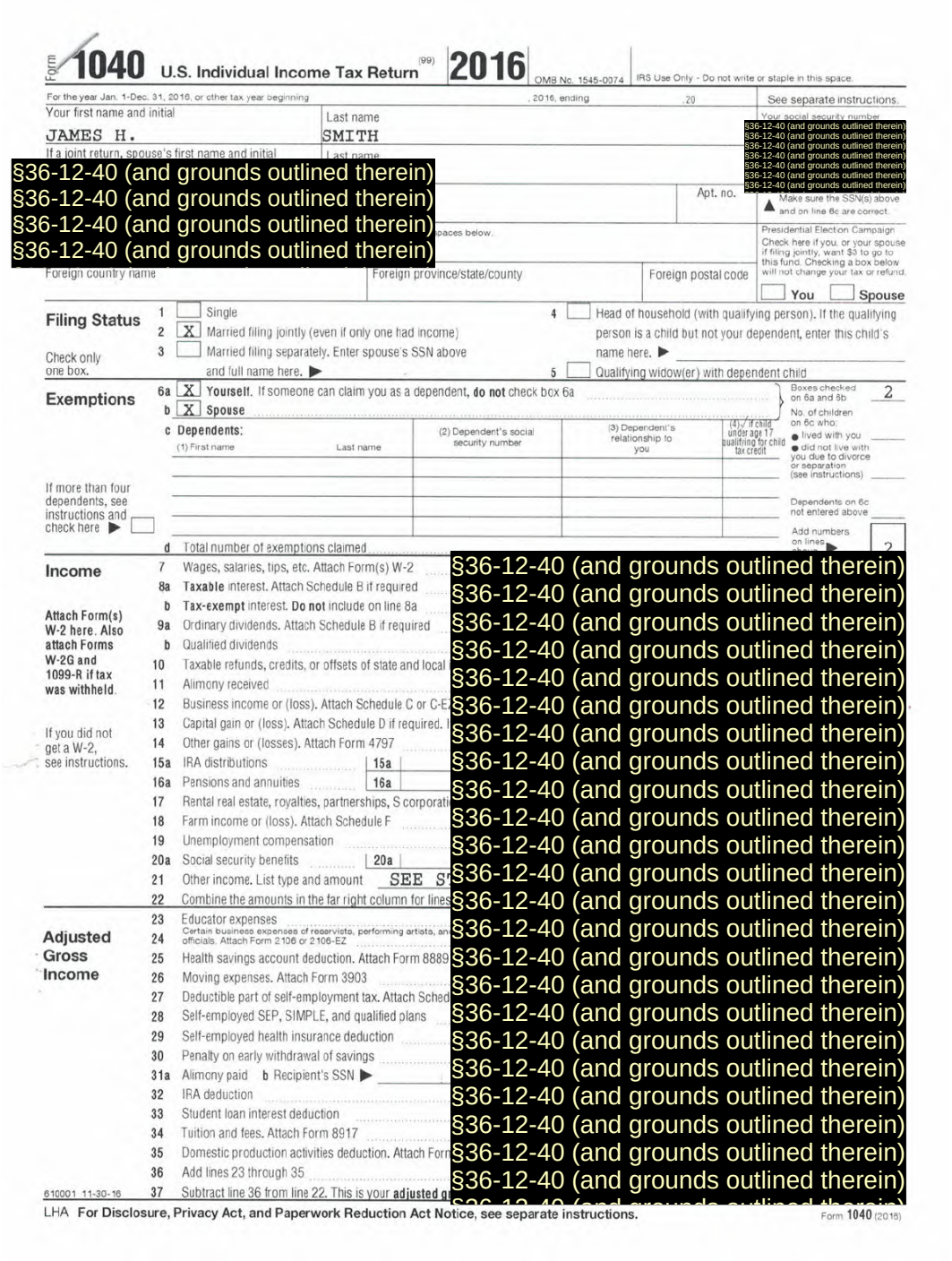
7	Wages, salaries, tips, etc. Attach Form(s) W-2			§36-12-40 (and grounds outlined therein)
8a	**Taxable** interest. Attach Schedule B if required			§36-12-40 (and grounds outlined therein)
b	**Tax-exempt** interest. **Do not** include on line 8a		8b	§36-12-40 (and grounds outlined therein)
9a	Ordinary dividends. Attach Schedule B if required			§36-12-40 (and grounds outlined therein)
b	Qualified dividends		9b	§36-12-40 (and grounds outlined therein)
10	Taxable refunds, credits, or offsets of state and local income taxes			§36-12-40 (and grounds outlined therein)
11	Alimony received			§36-12-40 (and grounds outlined therein)
12	Business income or (loss). Attach Schedule C or C-EZ			§36-12-40 (and grounds outlined therein)
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here			§36-12-40 (and grounds outlined therein)
14	Other gains or (losses). Attach Form 4797			§36-12-40 (and grounds outlined therein)
15a	IRA distributions	15a	b Taxab	§36-12-40 (and grounds outlined therein)
16a	Pensions and annuities	16a	b Taxab	§36-12-40 (and grounds outlined therein)
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Sched			§36-12-40 (and grounds outlined therein)
18	Farm income or (loss). Attach Schedule F			§36-12-40 (and grounds outlined therein)
19	Unemployment compensation			§36-12-40 (and grounds outlined therein)
20a	Social security benefits	20a	b Taxab	§36-12-40 (and grounds outlined therein)
21	Other income. List type and amount			§36-12-40 (and grounds outlined therein)
22	Combine the amounts in the far right column for lines 7 through 21. This is your to			§36-12-40 (and grounds outlined therein)

Adjusted Gross Income

23	Educator expenses	23	§36-12-40 (and grounds outlined therein)
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	§36-12-40 (and grounds outlined therein)
25	Health savings account deduction. Attach Form 8889	25	§36-12-40 (and grounds outlined therein)
26	Moving expenses. Attach Form 3903	26	§36-12-40 (and grounds outlined therein)
27	Deductible part of self-employment tax. Attach Schedule SE	27	§36-12-40 (and grounds outlined therein)
28	Self-employed SEP, SIMPLE, and qualified plans	28	§36-12-40 (and grounds outlined therein)
29	Self-employed health insurance deduction	29	§36-12-40 (and grounds outlined therein)
30	Penalty on early withdrawal of savings	30	§36-12-40 (and grounds outlined therein)
31a	Alimony paid b Recipient's SSN ▶	31a	§36-12-40 (and grounds outlined therein)
32	IRA deduction	32	§36-12-40 (and grounds outlined therein)
33	Student loan interest deduction	33	§36-12-40 (and grounds outlined therein)
34	Tuition and fees. Attach Form 8917	34	§36-12-40 (and grounds outlined therein)
35	Domestic production activities deduction. Attach Form 8903	35	§36-12-40 (and grounds outlined therein)
36	Add lines 23 through 35		§36-12-40 (and grounds outlined therein)
37	Subtract line 36 from line 22. This is your **adjusted gross income**		§36-12-40 (and grounds outlined therein)

510001 12-30-15

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2015)



Form **1040** U.S. Individual Income Tax Return (99) **2016** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2016, or other tax year beginning , 2016, ending , 20 See separate instructions.

Your first name and initial: JAMES H. Last name: SMITH Your social security number: §36-12-40 (and grounds outlined therein)

If a joint return, spouse's first name and initial Last name §36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Apt. no. Make sure the SSN(s) above and on line 6c are correct.

spaces below. Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Foreign country name Foreign province/state/county Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b ☒ **Spouse**
Boxes checked on 6a and 6b: 2

c **Dependents:** (1) First name / Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if child under age 17 qualifying for child tax credit

No. of children on 6c who:
- lived with you
- did not live with you due to divorce or separation (see instructions)

If more than four dependents, see instructions and check here ▶ ☐

Dependents on 6c not entered above

Add numbers on lines above ▶ 2

d Total number of exemptions claimed §36-12-40 (and grounds outlined therein)

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

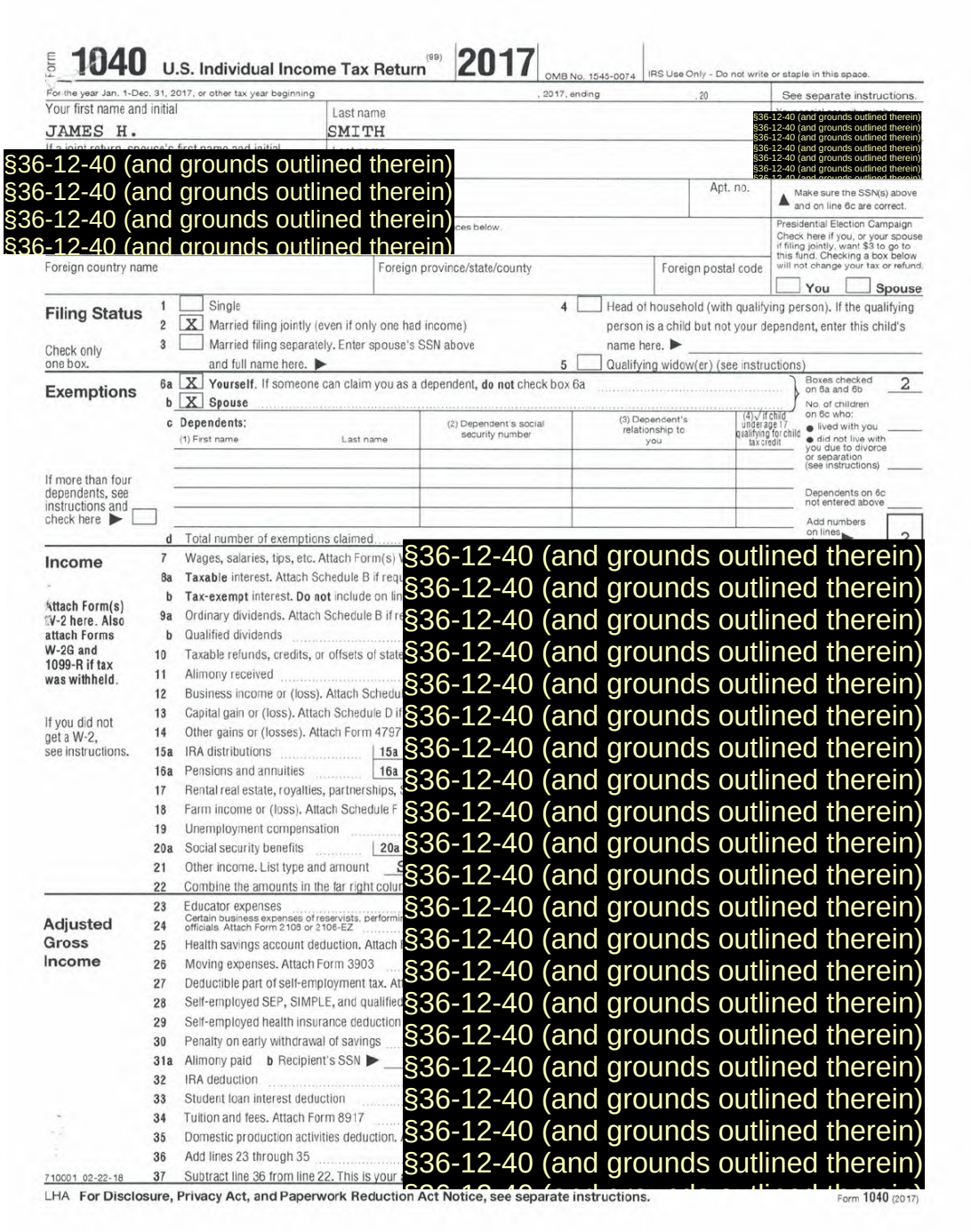
7 Wages, salaries, tips, etc. Attach Form(s) W-2 §36-12-40 (and grounds outlined therein)
8a **Taxable** interest. Attach Schedule B if required §36-12-40 (and grounds outlined therein)
b **Tax-exempt** interest. **Do not** include on line 8a §36-12-40 (and grounds outlined therein)
9a Ordinary dividends. Attach Schedule B if required §36-12-40 (and grounds outlined therein)
b Qualified dividends §36-12-40 (and grounds outlined therein)
10 Taxable refunds, credits, or offsets of state and local §36-12-40 (and grounds outlined therein)
11 Alimony received §36-12-40 (and grounds outlined therein)
12 Business income or (loss). Attach Schedule C or C-E §36-12-40 (and grounds outlined therein)
13 Capital gain or (loss). Attach Schedule D if required. §36-12-40 (and grounds outlined therein)
14 Other gains or (losses). Attach Form 4797 §36-12-40 (and grounds outlined therein)
15a IRA distributions 15a §36-12-40 (and grounds outlined therein)
16a Pensions and annuities 16a §36-12-40 (and grounds outlined therein)
17 Rental real estate, royalties, partnerships, S corporat §36-12-40 (and grounds outlined therein)
18 Farm income or (loss). Attach Schedule F §36-12-40 (and grounds outlined therein)
19 Unemployment compensation §36-12-40 (and grounds outlined therein)
20a Social security benefits 20a §36-12-40 (and grounds outlined therein)
21 Other income. List type and amount SEE S §36-12-40 (and grounds outlined therein)
22 Combine the amounts in the far right column for lines §36-12-40 (and grounds outlined therein)

Adjusted Gross Income

23 Educator expenses §36-12-40 (and grounds outlined therein)
24 Certain business expenses of reservists, performing artists, an officials. Attach Form 2106 or 2106-EZ §36-12-40 (and grounds outlined therein)
25 Health savings account deduction. Attach Form 8889 §36-12-40 (and grounds outlined therein)
26 Moving expenses. Attach Form 3903 §36-12-40 (and grounds outlined therein)
27 Deductible part of self-employment tax. Attach Sched §36-12-40 (and grounds outlined therein)
28 Self-employed SEP, SIMPLE, and qualified plans §36-12-40 (and grounds outlined therein)
29 Self-employed health insurance deduction §36-12-40 (and grounds outlined therein)
30 Penalty on early withdrawal of savings §36-12-40 (and grounds outlined therein)
31a Alimony paid b Recipient's SSN ▶ §36-12-40 (and grounds outlined therein)
32 IRA deduction §36-12-40 (and grounds outlined therein)
33 Student loan interest deduction §36-12-40 (and grounds outlined therein)
34 Tuition and fees. Attach Form 8917 §36-12-40 (and grounds outlined therein)
35 Domestic production activities deduction. Attach For §36-12-40 (and grounds outlined therein)
36 Add lines 23 through 35 §36-12-40 (and grounds outlined therein)
37 Subtract line 36 from line 22. This is your **adjusted g**

610001 11-30-16

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2016)



Form **1040** U.S. Individual Income Tax Return (99) **2017** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2017, or other tax year beginning , 2017, ending , 20 See separate instructions.

Your first name and initial: JAMES H. Last name: SMITH

§36-12-40 (and grounds outlined therein)

Apt. no. Make sure the SSN(s) above and on line 6c are correct.

Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. You Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

Filing Status Check only one box.
1 [ ] Single
2 [X] Married filing jointly (even if only one had income)
3 [ ] Married filing separately. Enter spouse's SSN above and full name here. ▶
4 [ ] Head of household (with qualifying person). If the qualifying person is a child but not your dependant, enter this child's name here. ▶
5 [ ] Qualifying widow(er) (see instructions)

Exemptions
6a [X] **Yourself.** If someone can claim you as a dependent, **do not** check box 6a
b [X] **Spouse**
Boxes checked on 6a and 6b: 2
c **Dependents:** (1) First name / Last name | (2) Dependent's social security number | (3) Dependent's relationship to you | (4) ✓ if child under age 17 qualifying for child tax credit
No. of children on 6c who: ● lived with you ● did not live with you due to divorce or separation (see instructions)
Dependents on 6c not entered above
Add numbers on lines
If more than four dependents, see instructions and check here ▶ [ ]
d Total number of exemptions claimed: 2

Income
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.
If you did not get a W-2, see instructions.

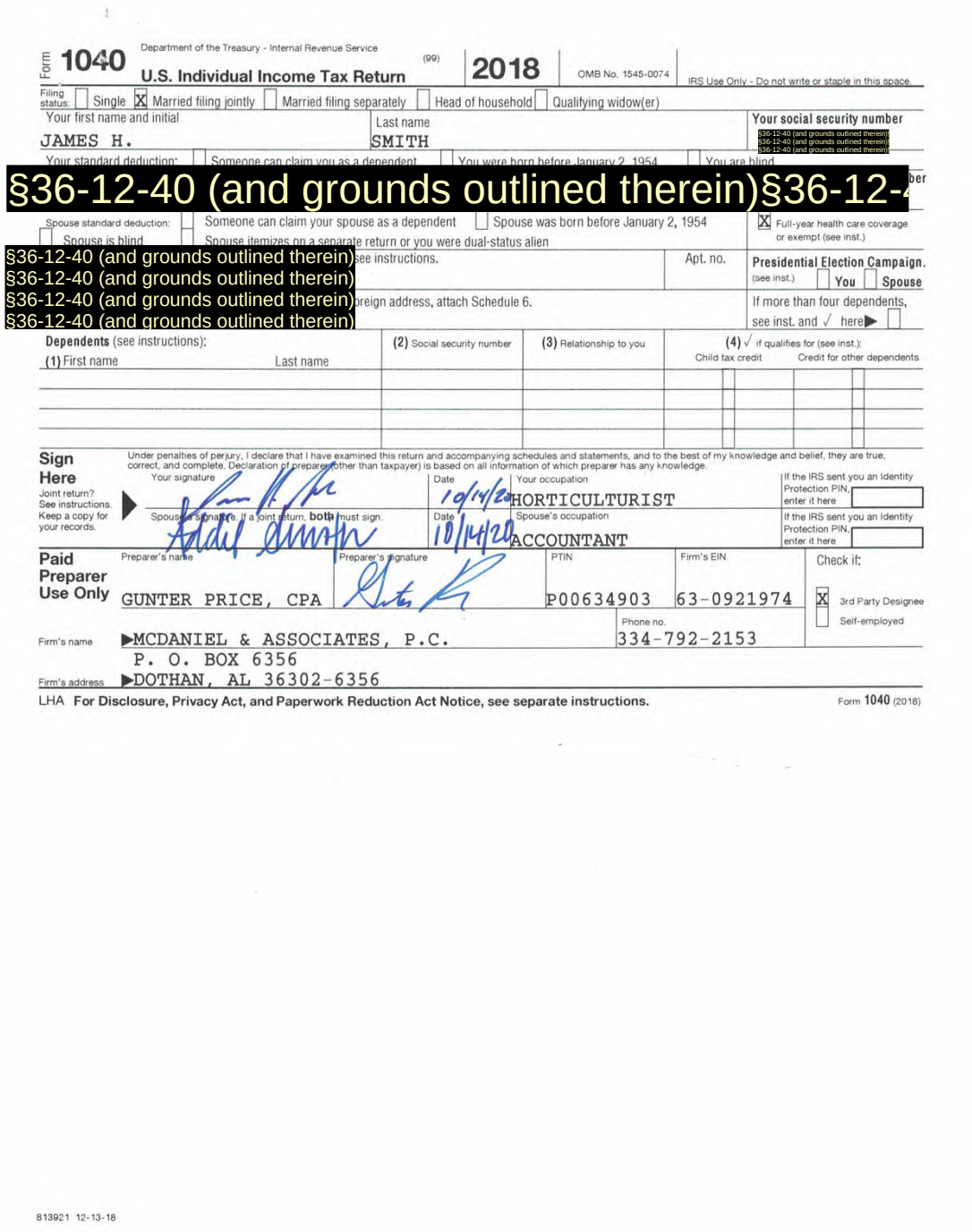
7 Wages, salaries, tips, etc. Attach Form(s) W
8a **Taxable** interest. Attach Schedule B if requ
b **Tax-exempt** interest. **Do not** include on lin
9a Ordinary dividends. Attach Schedule B if re
b Qualified dividends
10 Taxable refunds, credits, or offsets of state
11 Alimony received
12 Business income or (loss). Attach Schedu
13 Capital gain or (loss). Attach Schedule D if
14 Other gains or (losses). Attach Form 4797
15a IRA distributions 15a
16a Pensions and annuities 16a
17 Rental real estate, royalties, partnerships,
18 Farm income or (loss). Attach Schedule F
19 Unemployment compensation
20a Social security benefits 20a
21 Other income. List type and amount
22 Combine the amounts in the far right colur

Adjusted Gross Income
23 Educator expenses
24 Certain business expenses of reservists, performi officials. Attach Form 2106 or 2106-EZ
25 Health savings account deduction. Attach
26 Moving expenses. Attach Form 3903
27 Deductible part of self-employment tax. At
28 Self-employed SEP, SIMPLE, and qualified
29 Self-employed health insurance deduction
30 Penalty on early withdrawal of savings
31a Alimony paid b Recipient's SSN ▶
32 IRA deduction
33 Student loan interest deduction
34 Tuition and fees. Attach Form 8917
35 Domestic production activities deduction.
36 Add lines 23 through 35
37 Subtract line 36 from line 22. This is your

§36-12-40 (and grounds outlined therein)

710001 02-22-18

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2017)



Form **1040** Department of the Treasury - Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2018** OMB No. 1545-0074 IRS Use Only - Do not write or stape in this space.

Filing status: ☐ Single ☒ Married filing jointly ☐ Married filing separately ☐ Head of household ☐ Qualifying widow(er)

Your first name and initial: JAMES H. | Last name: SMITH | Your social security number: §36-12-40 (and grounds outlined therein)

Your standard deduction: ☐ Someone can claim you as a dependent ☐ You were born before January 2, 1954 ☐ You are blind

§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

Spouse standard deduction: ☐ Spouse is blind ☐ Someone can claim your spouse as a dependent ☐ Spouse itemizes on a separate return or you were dual-status alien ☐ Spouse was born before January 2, 1954

☒ Full-year health care coverage or exempt (see inst.)

§36-12-40 (and grounds outlined therein) see instructions. Apt. no. **Presidential Election Campaign.** (see inst.) ☐ You ☐ Spouse

§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) reign address, attach Schedule 6. If more than four dependents, see inst. and ✓ here▶ ☐

Dependents (see instructions): (1) First name / Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see inst.): Child tax credit	Credit for other dependents
			☐	☐
			☐	☐
			☐	☐

Sign Here Joint return? See instructions. Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature | Date 10/14/20 | Your occupation HORTICULTURIST | If the IRS sent you an Identity Protection PIN, enter it here

Spouse's signature. If a joint return, **both** must sign. | Date 10/14/20 | Spouse's occupation ACCOUNTANT | If the IRS sent you an Identity Protection PIN, enter it here

Paid Preparer Use Only

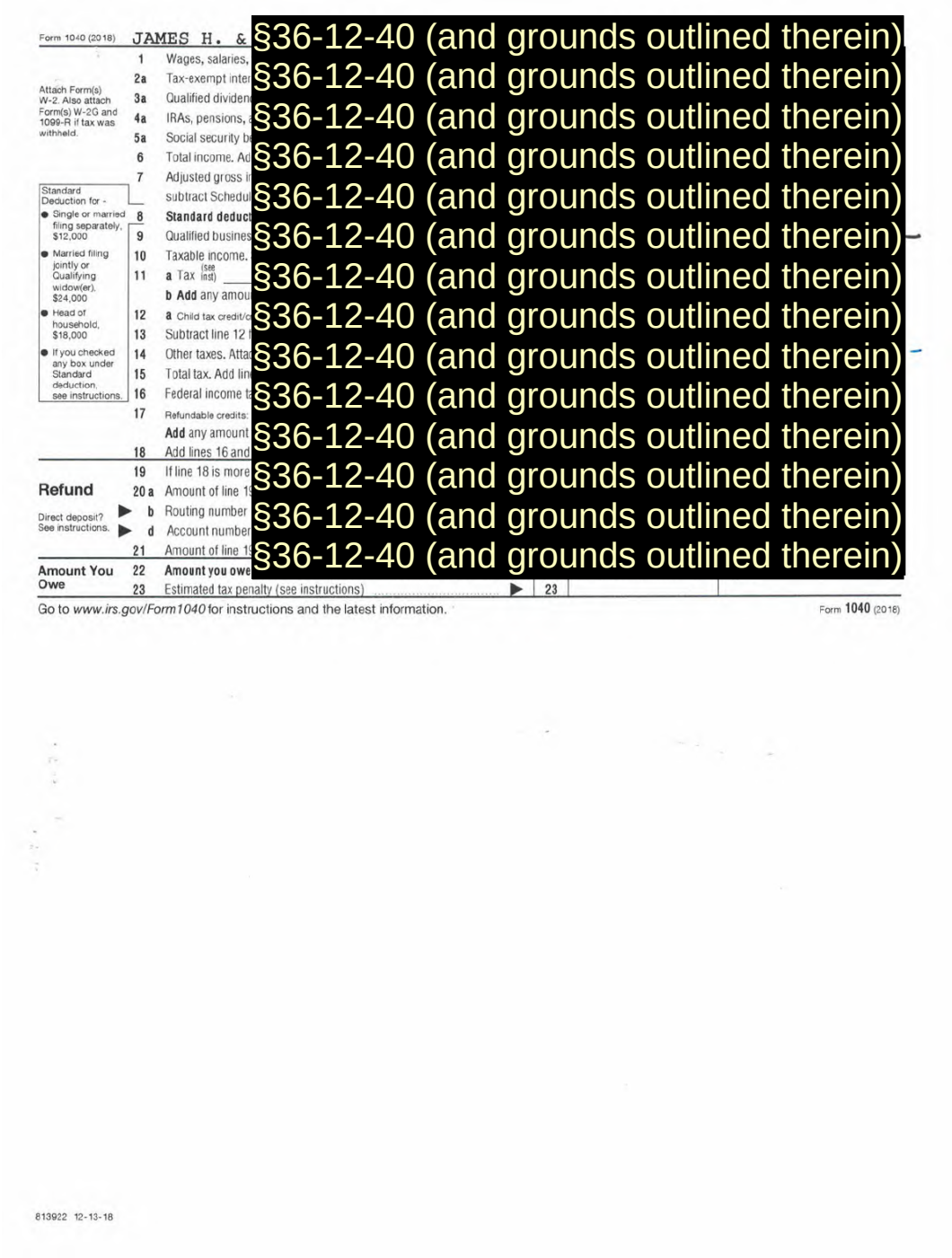
Preparer's name	Preparer's signature	PTIN	Firm's EIN	Check if:
GUNTER PRICE, CPA		P00634903	63-0921974	☒ 3rd Party Designee ☐ Self-employed

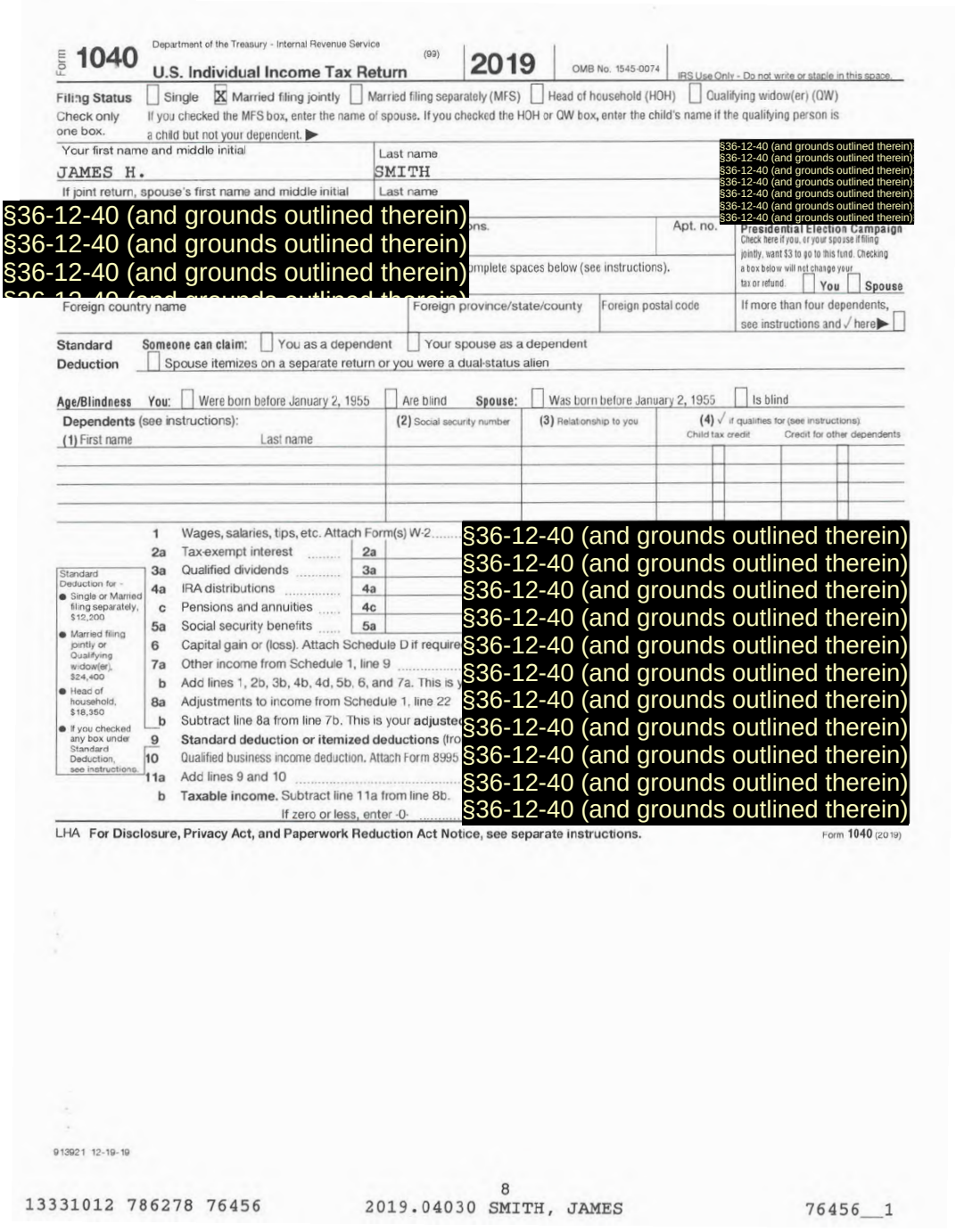
Firm's name ▶MCDANIEL & ASSOCIATES, P.C. Phone no. 334-792-2153

Firm's address ▶P. O. BOX 6356 DOTHAN, AL 36302-6356

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2018)

813921 12-13-18


Form 1040 (2018) JAMES H. &
1 Wages, salaries,
2a Tax-exempt inter
Attach Form(s) W-2. Also attach Form(s) W-2G and 1099-R if tax was withheld.
3a Qualified dividen
4a IRAs, pensions,
5a Social security b
6 Total income. Ad
7 Adjusted gross i
subtract Schedul
Standard Deduction for -
Single or married filing separately, $12,000
Married filing jointly or Qualifying widow(er), $24,000
Head of household, $18,000
If you checked any box under Standard deduction, see instructions.
8 Standard deduct
9 Qualified busines
10 Taxable income.
11 a Tax (see inst)
b Add any amou
12 a Child tax credit/c
13 Subtract line 12
14 Other taxes. Attac
15 Total tax. Add lin
16 Federal income t
17 Refundable credits:
Add any amount
18 Add lines 16 and
19 If line 18 is more
Refund
20 a Amount of line 1
Direct deposit? See instructions.
b Routing number
d Account number
21 Amount of line 1
Amount You Owe
22 Amount you owe
23 Estimated tax penalty (see instructions)
§36-12-40 (and grounds outlined therein)
Go to www.irs.gov/Form1040 for instructions and the latest information.
Form 1040 (2018)
813922 12-13-18



Form **1040** Department of the Treasury - Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2019** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

Filing Status Check only one box. ☐ Single ☒ Married filing jointly ☐ Married filing separately (MFS) ☐ Head of household (HOH) ☐ Qualifying widow(er) (QW)
If you checked the MFS box, enter the name of spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent. ▶

Your first name and middle initial	Last name	§36-12-40 (and grounds outlined therein)
JAMES H.	SMITH	§36-12-40 (and grounds outlined therein)
If joint return, spouse's first name and middle initial	Last name	§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Apt. no. **Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

...mplete spaces below (see instructions).

Foreign country name | Foreign province/state/county | Foreign postal code | If more than four dependents, see instructions and ✓ here ▶ ☐

Standard Deduction **Someone can claim:** ☐ You as a dependent ☐ Your spouse as a dependent
☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness **You:** ☐ Were born before January 2, 1955 ☐ Are blind **Spouse:** ☐ Was born before January 2, 1955 ☐ Is blind

Dependents (see instructions): (1) First name Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see instructions): Child tax credit	Credit for other dependents

	1	Wages, salaries, tips, etc. Attach Form(s) W-2	§36-12-40 (and grounds outlined therein)
	2a	Tax-exempt interest 2a	§36-12-40 (and grounds outlined therein)
	3a	Qualified dividends 3a	§36-12-40 (and grounds outlined therein)
	4a	IRA distributions 4a	§36-12-40 (and grounds outlined therein)
	c	Pensions and annuities 4c	§36-12-40 (and grounds outlined therein)
	5a	Social security benefits 5a	§36-12-40 (and grounds outlined therein)
	6	Capital gain or (loss). Attach Schedule D if require	§36-12-40 (and grounds outlined therein)
	7a	Other income from Schedule 1, line 9	§36-12-40 (and grounds outlined therein)
	b	Add lines 1, 2b, 3b, 4b, 4d, 5b, 6, and 7a. This is y	§36-12-40 (and grounds outlined therein)
	8a	Adjustments to income from Schedule 1, line 22	§36-12-40 (and grounds outlined therein)
	b	Subtract line 8a from line 7b. This is your adjuste	§36-12-40 (and grounds outlined therein)
	9	**Standard deduction or itemized deductions** (fro	§36-12-40 (and grounds outlined therein)
	10	Qualified business income deduction. Attach Form 8995	§36-12-40 (and grounds outlined therein)
	11a	Add lines 9 and 10	§36-12-40 (and grounds outlined therein)
	b	**Taxable income.** Subtract line 11a from line 8b. If zero or less, enter -0-	§36-12-40 (and grounds outlined therein)

Standard Deduction for -
- Single or Married filing separately, $12,200
- Married filing jointly or Qualifying widow(er), $24,400
- Head of household, $18,350
- If you checked any box under Standard Deduction, see instructions.

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2019)

913921 12-19-19

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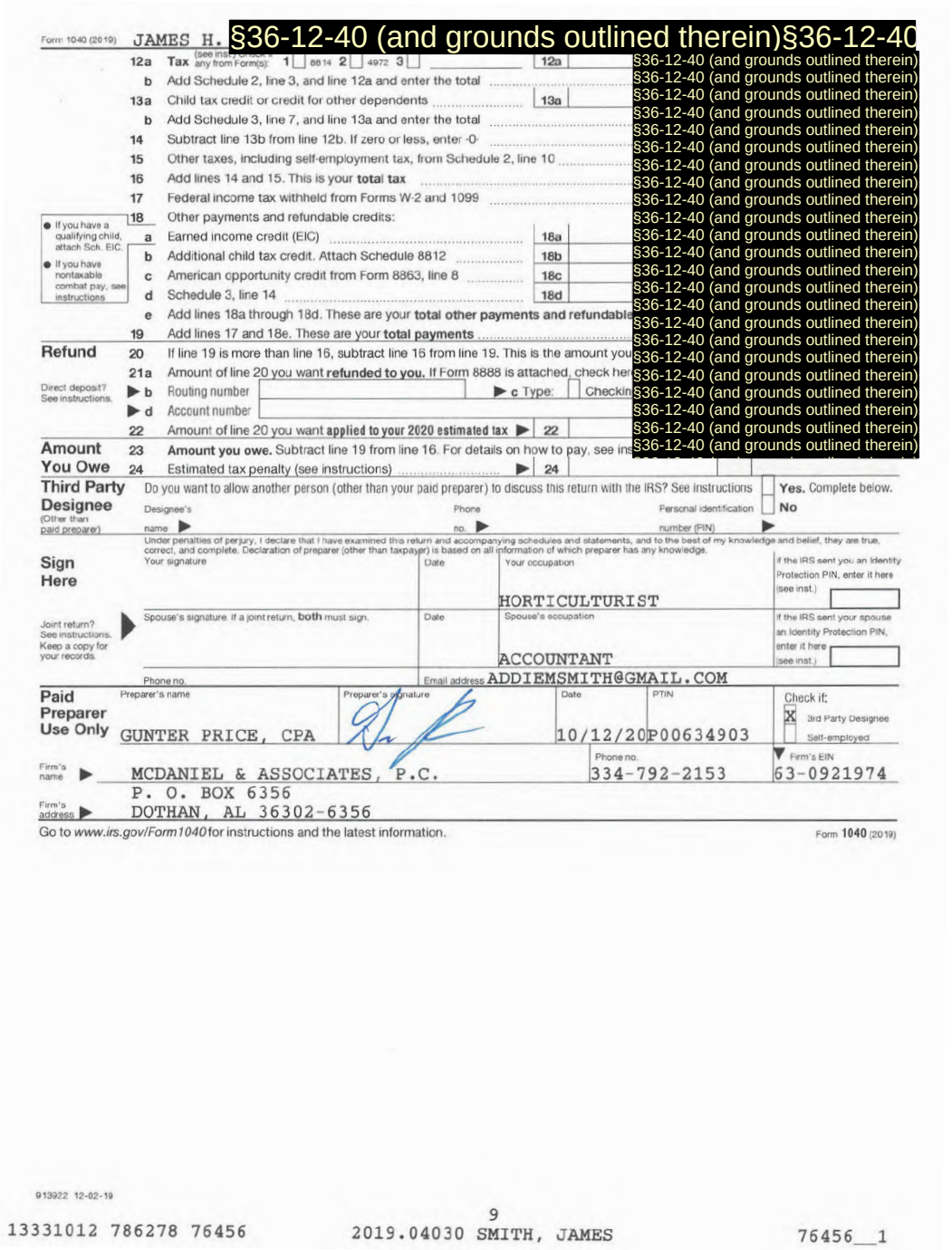
13331012 786278 76456 2019.04030 SMITH, JAMES 76456__1



Form 1040 (2019) JAMES H. §36-12-40 (and grounds outlined therein)§36-12-40

	12a	Tax (see inst.) Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐	12a
	b	Add Schedule 2, line 3, and line 12a and enter the total	
	13a	Child tax credit or credit for other dependents	13a
	b	Add Schedule 3, line 7, and line 13a and enter the total	
	14	Subtract line 13b from line 12b. If zero or less, enter -0-	
	15	Other taxes, including self-employment tax, from Schedule 2, line 10	
	16	Add lines 14 and 15. This is your **total tax**	
	17	Federal income tax withheld from Forms W-2 and 1099	
• If you have a qualifying child, attach Sch. EIC. • If you have nontaxable combat pay, see instructions	18	Other payments and refundable credits:	
	a	Earned income credit (EIC)	18a
	b	Additional child tax credit. Attach Schedule 8812	18b
	c	American opportunity credit from Form 8863, line 8	18c
	d	Schedule 3, line 14	18d
	e	Add lines 18a through 18d. These are your **total other payments and refundable**	
	19	Add lines 17 and 18e. These are your **total payments**	
Refund	20	If line 19 is more than line 16, subtract line 16 from line 19. This is the amount you	
	21a	Amount of line 20 you want **refunded to you.** If Form 8888 is attached, check her	
Direct deposit? See instructions.	▶ b	Routing number ▶ c Type: Checkin	
	▶ d	Account number	
	22	Amount of line 20 you want **applied to your 2020 estimated tax** ▶	22
Amount You Owe	23	**Amount you owe.** Subtract line 19 from line 16. For details on how to pay, see ins	
	24	Estimated tax penalty (see instructions) ▶	24

Third Party Designee (Other than paid preparer)
Do you want to allow another person (other than your paid preparer) to discuss this return with the IRS? See instructions ☐ **Yes.** Complete below. ☐ **No**
Designee's name ▶ | Phone no. ▶ | Personal identification number (PIN) ▶

Sign Here
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
Your signature | Date | Your occupation: HORTICULTURIST | If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
Joint return? See instructions. Keep a copy for your records. Spouse's signature. If a joint return, **both** must sign. | Date | Spouse's occupation: ACCOUNTANT | If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)
Phone no. | Email address: ADDIEMSMITH@GMAIL.COM

Paid Preparer Use Only
Preparer's name: GUNTER PRICE, CPA | Preparer's signature | Date: 10/12/20 | PTIN: P00634903 | Check if: ☒ 3rd Party Designee ☐ Self-employed
Firm's name ▶ MCDANIEL & ASSOCIATES, P.C. | Phone no. 334-792-2153 | Firm's EIN 63-0921974
Firm's address ▶ P. O. BOX 6356 DOTHAN, AL 36302-6356

Go to *www.irs.gov/Form1040* for instructions and the latest information. Form **1040** (2019)

913922 12-02-19

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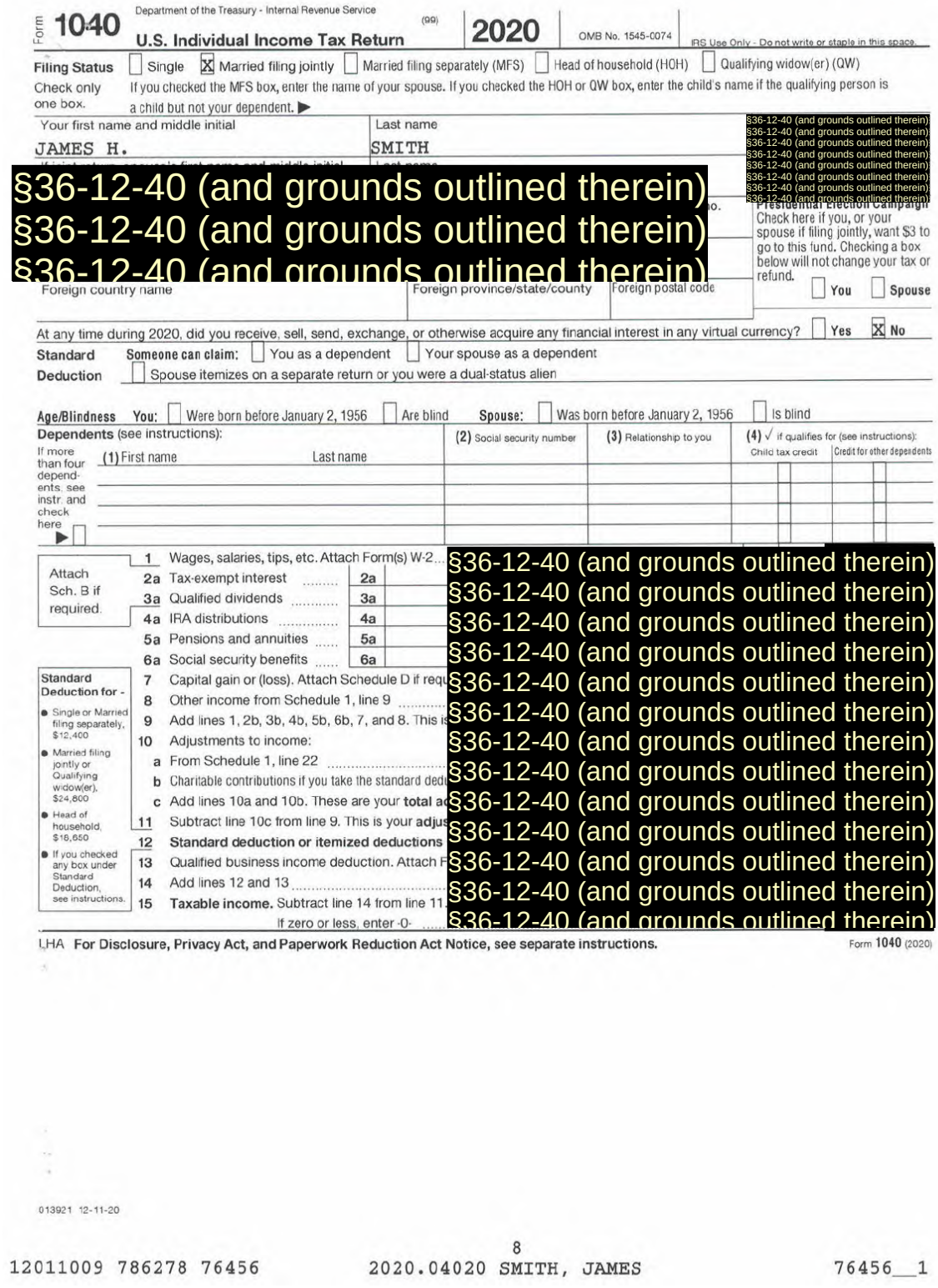
13331012 786278 76456 2019.04030 SMITH, JAMES 76456__1



Form **1040** Department of the Treasury - Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2020** OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

Filing Status Check only one box. ☐ Single ☒ Married filing jointly ☐ Married filing separately (MFS) ☐ Head of household (HOH) ☐ Qualifying widow(er) (QW)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent. ▶

Your first name and middle initial	Last name
JAMES H.	SMITH

§36-12-40 (and grounds outlined therein)

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

At any time during 2020, did you receive, sell, send, exchange, or otherwise acquire any financial interest in any virtual currency? ☐ Yes ☒ No

Standard Deduction Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent ☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1956 ☐ Are blind Spouse: ☐ Was born before January 2, 1956 ☐ Is blind

Dependents (see instructions): If more than four dependents, see instr. and check here ▶ ☐

(1) First name Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see instructions): Child tax credit	Credit for other dependents

Attach Sch. B if required.

1	Wages, salaries, tips, etc. Attach Form(s) W-2		§36-12-40 (and grounds outlined therein)
2a	Tax-exempt interest	2a	§36-12-40 (and grounds outlined therein)
3a	Qualified dividends	3a	§36-12-40 (and grounds outlined therein)
4a	IRA distributions	4a	§36-12-40 (and grounds outlined therein)
5a	Pensions and annuities	5a	§36-12-40 (and grounds outlined therein)
6a	Social security benefits	6a	§36-12-40 (and grounds outlined therein)
7	Capital gain or (loss). Attach Schedule D if req		§36-12-40 (and grounds outlined therein)
8	Other income from Schedule 1, line 9		§36-12-40 (and grounds outlined therein)
9	Add lines 1, 2b, 3b, 4b, 5b, 6b, 7, and 8. This i		§36-12-40 (and grounds outlined therein)
10	Adjustments to income:		§36-12-40 (and grounds outlined therein)
a	From Schedule 1, line 22		§36-12-40 (and grounds outlined therein)
b	Charitable contributions if you take the standard ded		§36-12-40 (and grounds outlined therein)
c	Add lines 10a and 10b. These are your **total a**		§36-12-40 (and grounds outlined therein)
11	Subtract line 10c from line 9. This is your **adju**		§36-12-40 (and grounds outlined therein)
12	**Standard deduction or itemized deductions**		§36-12-40 (and grounds outlined therein)
13	Qualified business income deduction. Attach F		§36-12-40 (and grounds outlined therein)
14	Add lines 12 and 13		§36-12-40 (and grounds outlined therein)
15	**Taxable income.** Subtract line 14 from line 11		§36-12-40 (and grounds outlined therein)

Standard Deduction for -
- Single or Married filing separately, $12,400
- Married filing jointly or Qualifying widow(er), $24,800
- Head of household, $18,650
- If you checked any box under Standard Deduction, see instructions.

If zero or less, enter -0-

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2020)

013921 12-11-20

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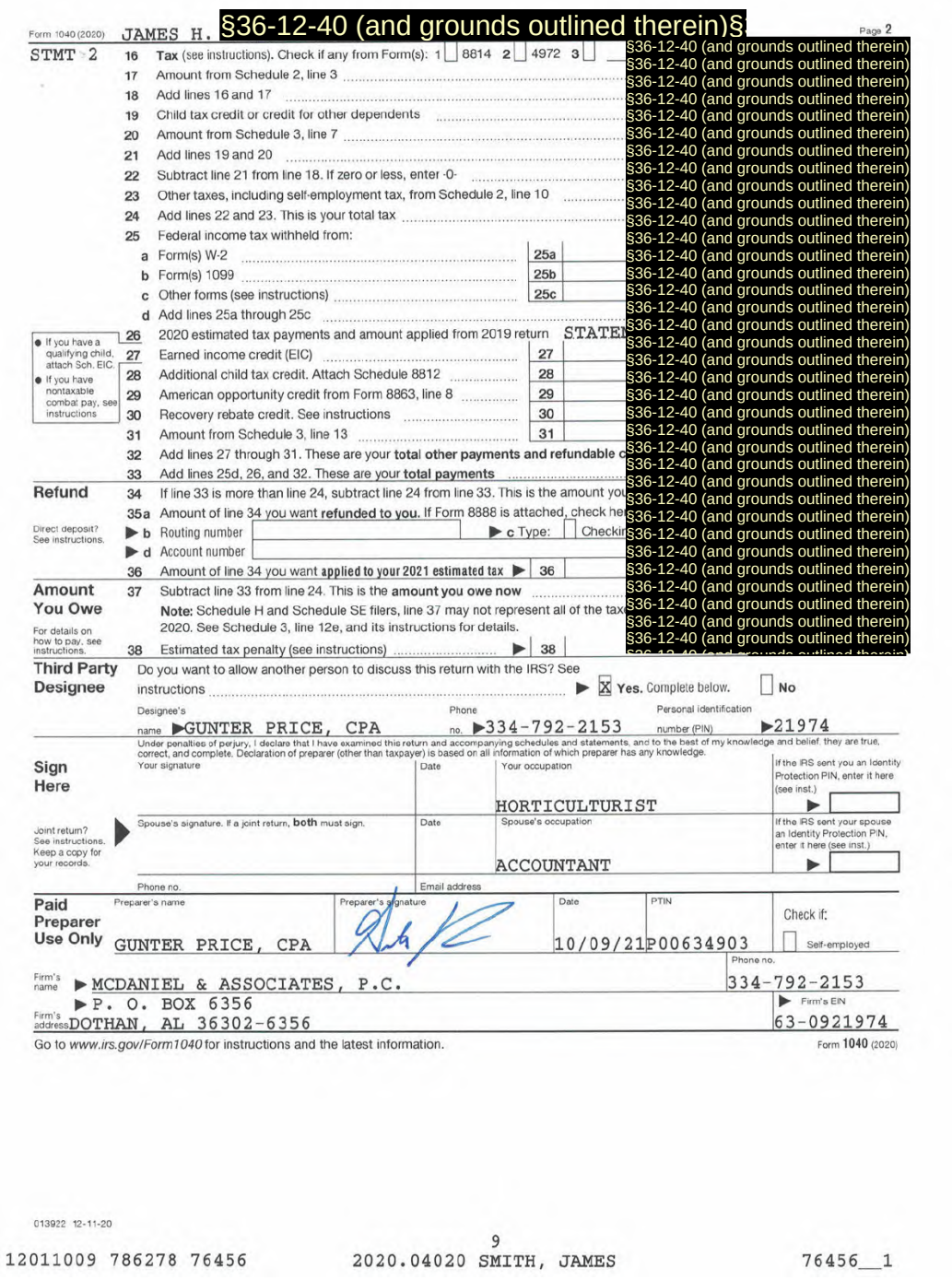
12011009 786278 76456 2020.04020 SMITH, JAMES 76456__1



Form 1040 (2020) JAMES H. §36-12-40 (and grounds outlined therein)§ Page 2

STMT 2

16	**Tax** (see instructions). Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐		
17	Amount from Schedule 2, line 3		
18	Add lines 16 and 17		
19	Child tax credit or credit for other dependents		
20	Amount from Schedule 3, line 7		
21	Add lines 19 and 20		
22	Subtract line 21 from line 18. If zero or less, enter -0-		
23	Other taxes, including self-employment tax, from Schedule 2, line 10		
24	Add lines 22 and 23. This is your total tax		
25	Federal income tax withheld from:		
a	Form(s) W-2	25a	
b	Form(s) 1099	25b	
c	Other forms (see instructions)	25c	
d	Add lines 25a through 25c		
26	2020 estimated tax payments and amount applied from 2019 return STATE		
27	Earned income credit (EIC)	27	
28	Additional child tax credit. Attach Schedule 8812	28	
29	American opportunity credit from Form 8863, line 8	29	
30	Recovery rebate credit. See instructions	30	
31	Amount from Schedule 3, line 13	31	
32	Add lines 27 through 31. These are your **total other payments and refundable c**		
33	Add lines 25d, 26, and 32. These are your **total payments**		

- If you have a qualifying child, attach Sch. EIC.
- If you have nontaxable combat pay, see instructions

Refund

34	If line 33 is more than line 24, subtract line 24 from line 33. This is the amount you		
35a	Amount of line 34 you want **refunded to you.** If Form 8888 is attached, check he		
b	Routing number ▶ c Type: ☐ Checkin		
d	Account number		
36	Amount of line 34 you want **applied to your 2021 estimated tax** ▶	36	

Direct deposit? See instructions.

Amount You Owe

37	Subtract line 33 from line 24. This is the **amount you owe now**		
	Note: Schedule H and Schedule SE filers, line 37 may not represent all of the tax 2020. See Schedule 3, line 12e, and its instructions for details.		
38	Estimated tax penalty (see instructions) ▶	38	

For details on how to pay, see instructions.

§36-12-40 (and grounds outlined therein)

Third Party Designee

Do you want to allow another person to discuss this return with the IRS? See instructions ▶ ☒ **Yes.** Complete below. ☐ **No**

Designee's name ▶GUNTER PRICE, CPA | Phone no. ▶334-792-2153 | Personal identification number (PIN) ▶21974

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
		HORTICULTURIST	▶
Spouse's signature. If a joint return, **both** must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)
		ACCOUNTANT	▶

Joint return? See instructions. Keep a copy for your records.

Phone no. | Email address

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	PTIN	Check if:
GUNTER PRICE, CPA		10/09/21	P00634903	☐ Self-employed

Firm's name ▶MCDANIEL & ASSOCIATES, P.C. Phone no. 334-792-2153

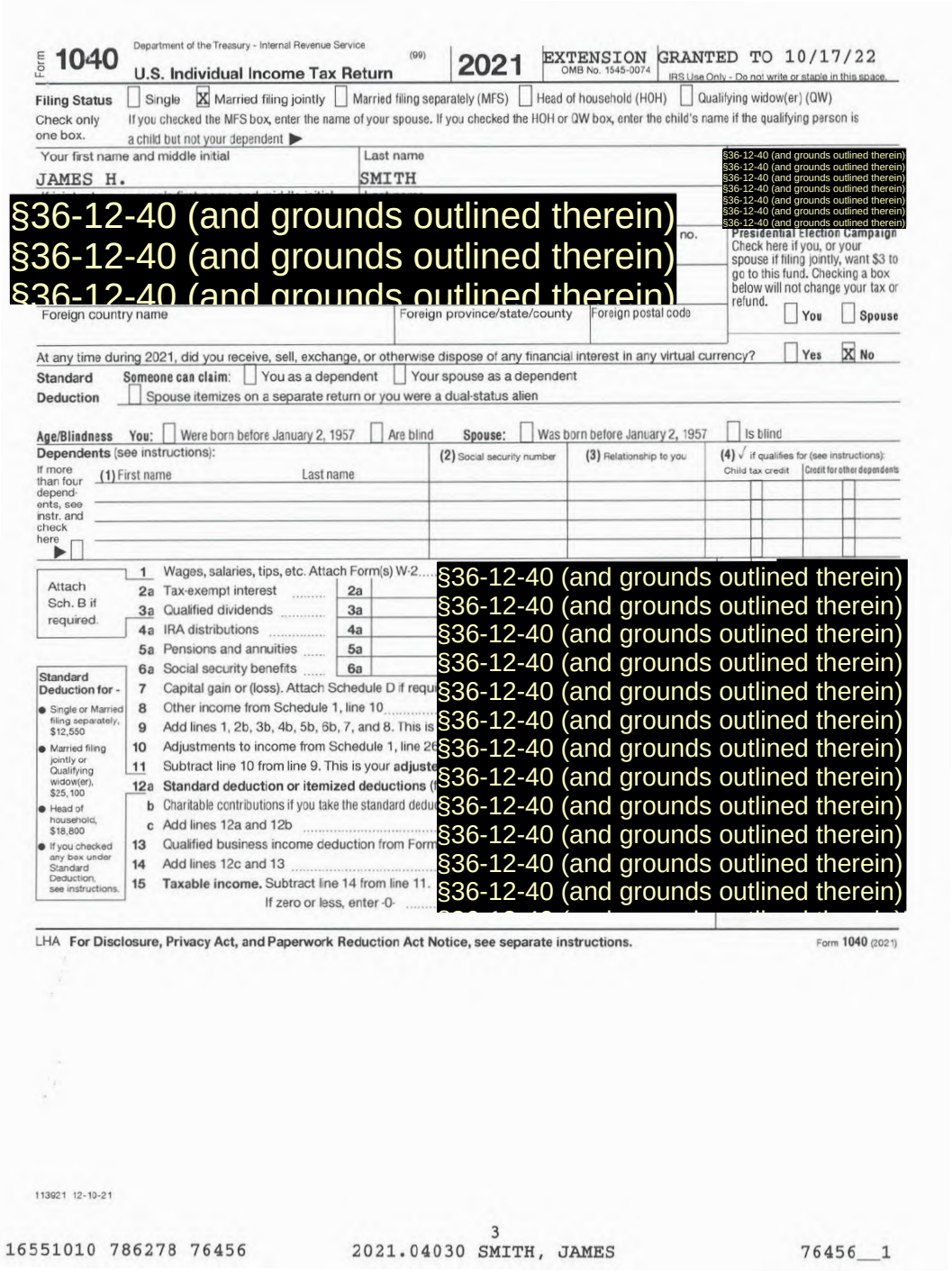
Firm's address ▶P. O. BOX 6356 DOTHAN, AL 36302-6356 ▶ Firm's EIN 63-0921974

Go to *www.irs.gov/Form1040* for instructions and the latest information. Form **1040** (2020)

013922 12-11-20

9

12011009 786278 76456 2020.04020 SMITH, JAMES 76456__1



Form **1040** Department of the Treasury - Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2021** EXTENSION GRANTED TO 10/17/22 OMB No. 1545-0074 IRS Use Only - Do not write or staple in this space.

Filing Status Check only one box. ☐ Single ☒ Married filing jointly ☐ Married filing separately (MFS) ☐ Head of household (HOH) ☐ Qualifying widow(er) (QW)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QW box, enter the child's name if the qualifying person is a child but not your dependent ▶

Your first name and middle initial	Last name
JAMES H.	SMITH

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

no.

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Foreign country name | Foreign province/state/county | Foreign postal code

At any time during 2021, did you receive, sell, exchange, or otherwise dispose of any financial interest in any virtual currency? ☐ Yes ☒ No

Standard Deduction Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent ☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1957 ☐ Are blind Spouse: ☐ Was born before January 2, 1957 ☐ Is blind

Dependents (see instructions): If more than four dependents, see instr. and check here ▶ ☐

(1) First name Last name	(2) Social security number	(3) Relationship to you	(4) ✓ if qualifies for (see instructions): Child tax credit	Credit for other dependents

Attach Sch. B if required.

1	Wages, salaries, tips, etc. Attach Form(s) W-2		§36-12-40 (and grounds outlined therein)
2a	Tax-exempt interest	2a	§36-12-40 (and grounds outlined therein)
3a	Qualified dividends	3a	§36-12-40 (and grounds outlined therein)
4a	IRA distributions	4a	§36-12-40 (and grounds outlined therein)
5a	Pensions and annuities	5a	§36-12-40 (and grounds outlined therein)
6a	Social security benefits	6a	§36-12-40 (and grounds outlined therein)
7	Capital gain or (loss). Attach Schedule D if requ		§36-12-40 (and grounds outlined therein)
8	Other income from Schedule 1, line 10		§36-12-40 (and grounds outlined therein)
9	Add lines 1, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is		§36-12-40 (and grounds outlined therein)
10	Adjustments to income from Schedule 1, line 26		§36-12-40 (and grounds outlined therein)
11	Subtract line 10 from line 9. This is your adjuste		§36-12-40 (and grounds outlined therein)
12a	**Standard deduction or itemized deductions** (		§36-12-40 (and grounds outlined therein)
b	Charitable contributions if you take the standard dedu		§36-12-40 (and grounds outlined therein)
c	Add lines 12a and 12b		§36-12-40 (and grounds outlined therein)
13	Qualified business income deduction from Form		§36-12-40 (and grounds outlined therein)
14	Add lines 12c and 13		§36-12-40 (and grounds outlined therein)
15	**Taxable income.** Subtract line 14 from line 11. If zero or less, enter -0-		§36-12-40 (and grounds outlined therein)

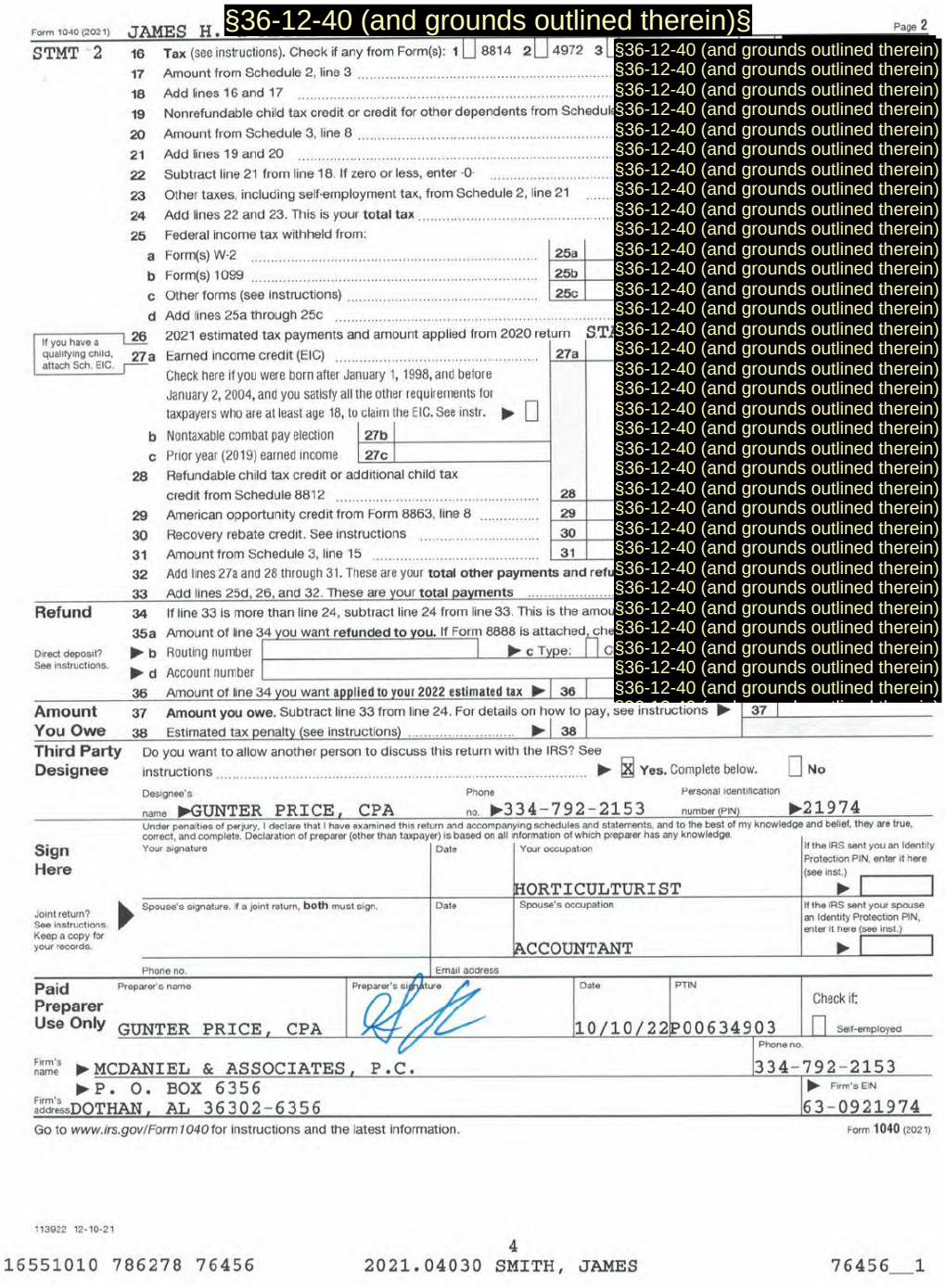
Standard Deduction for -
- Single or Married filing separately, $12,550
- Married filing jointly or Qualifying widow(er), $25,100
- Head of household, $18,800
- If you checked any box under Standard Deduction, see instructions.

LHA **For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.** Form **1040** (2021)

113921 12-10-21

3

16551010 786278 76456 2021.04030 SMITH, JAMES 76456__1



Form 1040 (2021) JAMES H. §36-12-40 (and grounds outlined therein)§ Page 2

STMT 2

	16	**Tax** (see instructions). Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3	§36-12-40 (and grounds outlined therein)
	17	Amount from Schedule 2, line 3	§36-12-40 (and grounds outlined therein)
	18	Add lines 16 and 17	§36-12-40 (and grounds outlined therein)
	19	Nonrefundable child tax credit or credit for other dependents from Schedul	§36-12-40 (and grounds outlined therein)
	20	Amount from Schedule 3, line 8	§36-12-40 (and grounds outlined therein)
	21	Add lines 19 and 20	§36-12-40 (and grounds outlined therein)
	22	Subtract line 21 from line 18. If zero or less, enter -0-	§36-12-40 (and grounds outlined therein)
	23	Other taxes, including self-employment tax, from Schedule 2, line 21	§36-12-40 (and grounds outlined therein)
	24	Add lines 22 and 23. This is your **total tax**	§36-12-40 (and grounds outlined therein)
	25	Federal income tax withheld from:	§36-12-40 (and grounds outlined therein)
	a	Form(s) W-2 — 25a	§36-12-40 (and grounds outlined therein)
	b	Form(s) 1099 — 25b	§36-12-40 (and grounds outlined therein)
	c	Other forms (see instructions) — 25c	§36-12-40 (and grounds outlined therein)
	d	Add lines 25a through 25c	§36-12-40 (and grounds outlined therein)
If you have a qualifying child, attach Sch. EIC.	26	2021 estimated tax payments and amount applied from 2020 return ST	§36-12-40 (and grounds outlined therein)
	27a	Earned income credit (EIC) — 27a	§36-12-40 (and grounds outlined therein)
		Check here if you were born after January 1, 1998, and before January 2, 2004, and you satisfy all the other requirements for taxpayers who are at least age 18, to claim the EIC. See instr. ▶ ☐	§36-12-40 (and grounds outlined therein)
	b	Nontaxable combat pay election — 27b	§36-12-40 (and grounds outlined therein)
	c	Prior year (2019) earned income — 27c	§36-12-40 (and grounds outlined therein)
	28	Refundable child tax credit or additional child tax credit from Schedule 8812 — 28	§36-12-40 (and grounds outlined therein)
	29	American opportunity credit from Form 8863, line 8 — 29	§36-12-40 (and grounds outlined therein)
	30	Recovery rebate credit. See instructions — 30	§36-12-40 (and grounds outlined therein)
	31	Amount from Schedule 3, line 15 — 31	§36-12-40 (and grounds outlined therein)
	32	Add lines 27a and 28 through 31. These are your **total other payments and refu**	§36-12-40 (and grounds outlined therein)
	33	Add lines 25d, 26, and 32. These are your **total payments**	§36-12-40 (and grounds outlined therein)
Refund	34	If line 33 is more than line 24, subtract line 24 from line 33. This is the amou	§36-12-40 (and grounds outlined therein)
	35a	Amount of line 34 you want **refunded to you.** If Form 8888 is attached, che	§36-12-40 (and grounds outlined therein)
Direct deposit? See instructions.	▶ b	Routing number ▶ c Type:	§36-12-40 (and grounds outlined therein)
	▶ d	Account number	§36-12-40 (and grounds outlined therein)
	36	Amount of line 34 you want **applied to your 2022 estimated tax** ▶ 36	§36-12-40 (and grounds outlined therein)
Amount You Owe	37	**Amount you owe.** Subtract line 33 from line 24. For details on how to pay, see instructions ▶ 37	§36-12-40 (and grounds outlined therein)
	38	Estimated tax penalty (see instructions) ▶ 38	§36-12-40 (and grounds outlined therein)

Third Party Designee Do you want to allow another person to discuss this return with the IRS? See instructions ▶ ☒ **Yes.** Complete below. ☐ **No**

Designee's name ▶GUNTER PRICE, CPA Phone no. ▶334-792-2153 Personal identification number (PIN) ▶21974

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature | Date | Your occupation HORTICULTURIST | If the IRS sent you an Identity Protection PIN, enter it here (see inst.) ▶

Joint return? See instructions. Keep a copy for your records. Spouse's signature. If a joint return, **both** must sign. | Date | Spouse's occupation ACCOUNTANT | If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.) ▶

Phone no. | Email address

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	PTIN	Check if:
GUNTER PRICE, CPA		10/10/22	P00634903	☐ Self-employed

Firm's name ▶MCDANIEL & ASSOCIATES, P.C. Phone no. 334-792-2153

Firm's address ▶P. O. BOX 6356 DOTHAN, AL 36302-6356 ▶ Firm's EIN 63-0921974

Go to *www.irs.gov/Form1040* for instructions and the latest information. Form **1040** (2021)

113922 12-10-21

4

16551010 786278 76456 2021.04030 SMITH, JAMES 76456__1

ALABAMA DEPARTMENT OF REVENUE
MOTOR VEHICLE REGISTRATION TAG AND TAX RECEIPT
MVR 40-12-263B (9-20)

ALABAMA LAW REQUIRES ORIGINAL, PHOTOCOPY OR ELECTRONIC VERSION OF THIS RECEIPT TO BE AVAILABLE WITHIN THE VEHICLE AT ALL TIMES.

TAG INFO

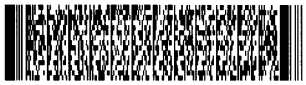
Tag Number	[redacted]	Expiration Date	09/30/2023
Issuing County	BALDWIN	Issue Date	12/01/2022
Municipal Code	6	Date Acquired	06/02/2022
Purchase Price	[redacted]	Ad Val. Start Date	10/1/2022
Tag Year	2023	Tag Type	FS MT:
	Tax Tag	STT	02
Num. of Months	12 12	Prev Tag	[redacted]

VEHICLE INFO

Make	§36-12-40 (and grounds outlined therein)	VIN	§36-12-40 (and grounds outlined therein)
Year	§36-12-40 (and grounds outlined therein)	DGVW	8000
Model	§36-12-40 (and grounds outlined therein)		CR
Color	§36-12-40 (and grounds outlined therein)	Title App #	§36-12-40 (and grounds outlined therein)
Fuel Type	G	Class Code	4
Title State		Body Type	PU
Assessed Value	[redacted]	Market Value	[redacted]
Trans Type	Renew	Unit Number	

HARRY D'OLIVE JR, PO BOX 459 BAY MINETTE, A

STOUDENMIRE STERLING §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)



State Sales Tax	0.00	A/V Credit	0.00	Citation	0.00
County S/Tax	0.00	A/V Penalty	7.14	Interest	0.20
City S/Tax	0.00	**Total Ad Valorem**	357.66	MLI Fee	0.00
PD Other State	0.00	Trans Fee	0.00	Local Fees	0.00
Total Sales Tax	0.00	Affidavit Fee	0.00	**Total Tag**	89.45
State Ad Valorem	49.53	Additional Fee	50.00	Mail Fee	0.00
County A/V	72.39	License Fee	23.00	Metal Tag Fee	0.00
City A/V	114.30	Issuance Fee	1.25	**Total Tag & Tax**	447.11
School A/V	114.30	Penalty	15.00	Title Fee	0.00
Other A/V	0.00	Electric/Hybrid Fee	0.00	Total Paid	447.11

Time Issued	Clerk ID	Trans Info	Control #	Method of Payment
11:01 AM	102	#2439917 %523453 P1012306	5558086	CHK#254

ALABAMA DEPARTMENT OF REVENUE
MOTOR VEHICLE REGISTRATION TAG AND TAX RECEIPT
MVR 40-12-263B (9-20)

ALABAMA LAW REQUIRES ORIGINAL, PHOTOCOPY OR ELECTRONIC VERSION OF THIS RECEIPT TO BE AVAILABLE WITHIN THE VEHICLE AT ALL TIMES.

TAG INFO

Tag Number	[redacted]	Expiration Date	09/30/2023
Issuing County	BALDWIN	Issue Date	12/01/2022
Municipal Code	6	Date Acquired	02/26/2012
Purchase Price	0.00	Ad Val. Start Date	10/1/2022
Tag Year	2023	Tag Type	PC MT:
	Tax Tag	STT	N/A
Num. of Months	12 12	Prev Tag	[redacted]

VEHICLE INFO

Make	[redacted]	VIN	§36-12-40 (and grounds outlined therein)
Year	[redacted]	DGVW	
Model	[redacted]		
Color	[redacted]	Title App #	§36-12-40 (and grounds outlined therein)
Fuel Type	G	Class Code	4
Title State		Body Type	4D
Assessed Value	80.00	Market Value	500.00
Trans Type	Renew	Unit Number	

HARRY D'OLIVE JR, PO BOX 459 BAY MINETTE, A

STOUDENMIRE STERLING FRANKLIN IV OR
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

State Sales Tax	0.00	A/V Credit	0.00	Citation	0.00
County S/Tax	0.00	A/V Penalty	0.08	Interest	0.20
City S/Tax	0.00	**Total Ad Valorem**	3.76	MLI Fee	0.00
PD Other State	0.00	Trans Fee	0.00	Local Fees	0.00
Total Sales Tax	0.00	Affidavit Fee	0.00	**Total Tag**	39.45
State Ad Valorem	0.52	Additional Fee	0.00	Mail Fee	0.00
County A/V	0.76	License Fee	23.00	Metal Tag Fee	0.00
City A/V	1.20	Issuance Fee	1.25	**Total Tag & Tax**	43.21
School A/V	1.20	Penalty	15.00	Title Fee	0.00
Other A/V	0.00	Electric/Hybrid Fee	0.00	Total Paid	43.21

Time Issued	Clerk ID	Trans Info	Control #	Method of Payment
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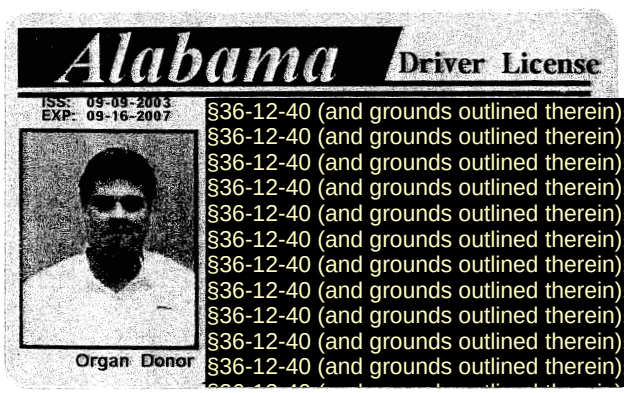
Alabama
Driver License
ISS: 09-09-2003
EXP: 09-16-2007
Organ Donor
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
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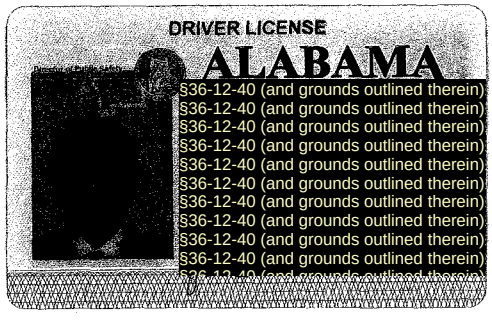
DRIVER LICENSE
ALABAMA
§36-12-40 (and grounds outlined therein)
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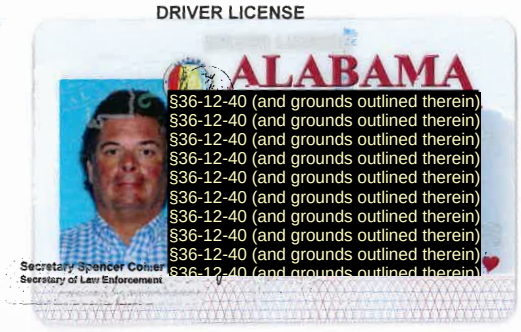
DRIVER LICENSE
ALABAMA
§36-12-40 (and grounds outlined therein)
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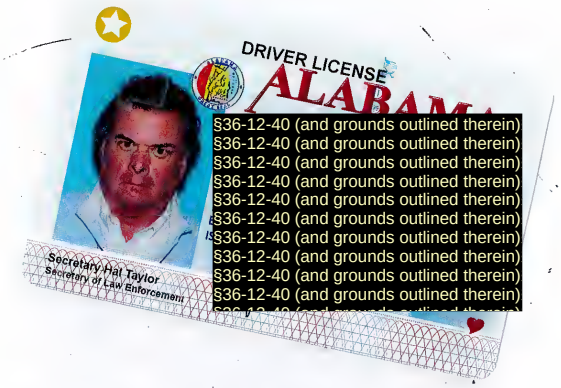
Secretary of Law Enforcement


DRIVER LICENSE
ALABAMA
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
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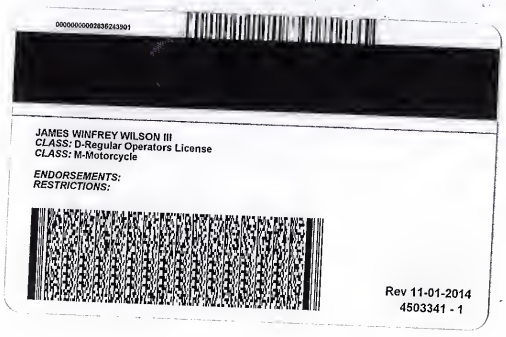
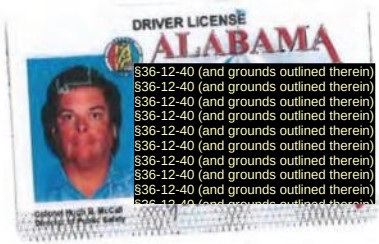
§36-12-40 (and grounds outlined therein)
Secretary Hal Taylor
Secretary of Law Enforcement


JAMES WINFREY WILSON III
CLASS: D-Regular Operators License
CLASS: M-Motorcycle
ENDORSEMENTS:
RESTRICTIONS:
Rev 11-01-2014
4503341 - 1

License Type: Integrated Facility



§36-12-40 (and grounds outlined therein)
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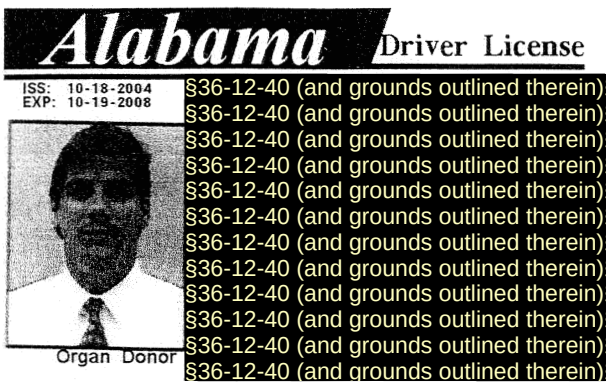

§36-12-40 (and grounds outlined therein)
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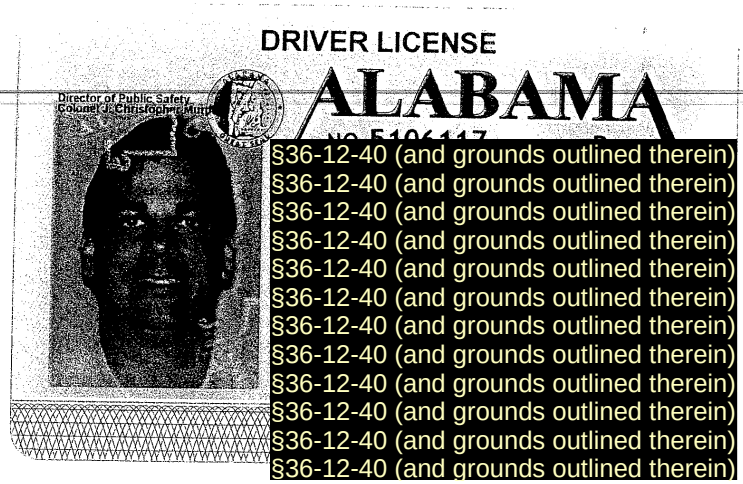

§36-12-40 (and grounds outlined therein)
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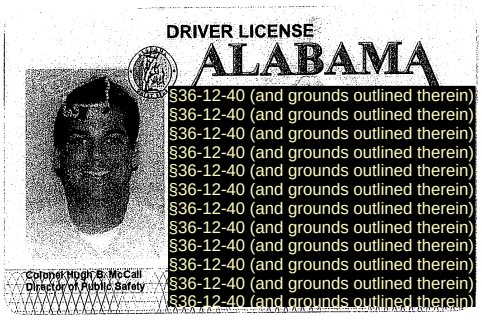
DRIVER LICENSE
ALABAMA
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
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§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
Colonel Hugh S. McCall
Director of Public Safety

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
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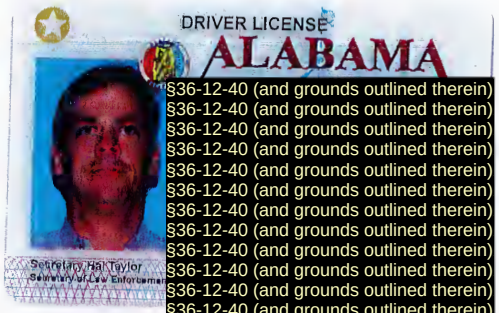

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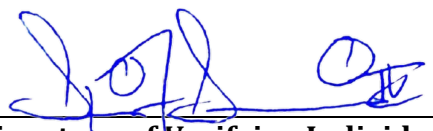
§36-12-40 (and grounds outlined therein)

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

3 – Commercial Horticulture or Agronomic Production Experience

The Applicant has included records indicating that a majority of ownership in the Applicant is attributable to an individual or individuals, or an entity or entities, with cumulative business experience in the field of commercial horticulture or agronomic production for a period of at least 15 years.

Smith Plant Farm, Inc. is owned and operated by Mr. James Huntley Smith and Mr. Cope McCall Smith. The Smith Plant Farm is located at 699 Country Road 30, Union Springs, AL 36089. The farm has been in operation since 1976. Mr. Cope McCall Smith has worked at Smith Plant Farm since 1999, and Mr. James Huntley Smith has worked at Smith Plant Farm since 2005.

Smith Plant Farm, Inc. been under Mr. James Smith and Mr. Cope Smith's control since May 28, 2009. As evidenced by the following attachments: Secretary of State documentation, Articles of Incorporation, and the Nursery Grower's Inspection Certificate from the Department of Agriculture and Industries.

Beck's Turf, Inc. is owned and operated by Mr. Edward Wayne Bassett and Mr. James Leonard Bassett. Beck's Turf, Inc., is located at 2858 County Road 53, Tuskegee, AL 36083. Mr. James Leonard Bassett and Mr. James Leonard Bassett have worked at Beck's Turf Inc. since 1994. Beck's Turf Inc., was incorporated on January 1, 1994, as evidenced by the attachment: Beck's Turf, Inc. Articles of Incorporation.

Beth Chapman
Secretary of State

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

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, **Code of Alabama 1975,** and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Smith Plant Farm, Inc.

This domestic corporation name is proposed to be incorporated in Bullock County and is for the exclusive use of Brad Braswell, PO BOX 431, Union Springs, AL 36089 for a period of one hundred twenty days beginning May 17, 2009 and expiring September 15, 2009.

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.

May 17, 2009

Date

Beth Chapman

Beth Chapman **Secretary of State**

ARTICLES OF INCORPORATION
OF
SMITH PLANT FARM, INC.

STATE OF ALABAMA)
)
COUNTY OF BULLOCK)

TO THE HONORABLE J. H. WILLIAMSON, JUDGE OF PROBATE OF BULLOCK COUNTY, ALABAMA:

We, the undersigned, desiring to become a corporate body, do hereby file the following Articles of Incorporation, pursuant to the laws of the State of Alabama, and the undersigned Incorporators do hereby make and subscribe their names to these Articles.

ARTICLE I
NAME

The name of the Corporation shall be Smith Plant Farm, Inc.

ARTICLE II
OBJECTS

1. To engage in the business to grow and sell for profit flowers and vegetable plants.

2. To engage in any other lawful business operations and activities for which corporations may be incorporated under Title 10, Chapter 2B, Alabama Business Corporations Act, Code of Alabama, 1975, as amended; and to have the power to conduct and carry on any business or activity not prohibited by law nor required by law to be specifically stated in these Article of Incorporation, together with any business incidental thereto.

ARTICLE III
PRINCIPAL OFFICE AND REGISTERED AGENT
ADDRESS OF INITIAL REGISTERED OFFICE

The initial registered office of the Corporation shall be located in Union Springs, Bullock County, Alabama at 304 Hill N Dale Drive, Union Springs, Alabama 36089. The name of the initial registered agent of the corporation authorized to receive service of process at such address shall be James D. Smith, whose address is 304 Hill N Dale Drive, Union Springs, Alabama 36089.

ARTICLE IV
AUTHORIZED CAPITAL STOCK

The total amount of authorized capital stock of the Corporation shall be One Thousand Dollars ($1,000) consisting of 100 shares of common stock with a par value of Ten Dollars ($10.00) per share. All stock shall be common stock and nonassessable. The amount of capital with which the corporation will be in business shall be $1,000.00 consisting of 100 shares of common stock of the par value of Ten Dollars ($10.00) per share, all of which shall be paid in.

ARTICLE V
INCORPORATORS, DIRECTORS AND OFFICERS
NAMES AND ADDRESSES OF INCORPORATORS

The names and post office addresses of the incorporators, and the number of shares of stock subscribed by each are as follows:

Name	Address	No. of shares	Amount
1. Cope M. Smith	§36-12-40 (and grounds outlined therein)	50	§36-12-40 (and grounds outlined therein)
2. James Huntley Smith	§36-12-40 (and grounds outlined therein)	50	§36-12-40 (and grounds outlined therein)

NAMES AND ADDRESSES OF DIRECTORS

The names and address of the Directors chosen for the first year are as follows:

Name	Addresses
1. Cope M. Smith	§36-12-40 (and grounds outlined therein)
2. James Huntley Smith	§36-12-40 (and grounds outlined therein)

NAMES AND ADDRESSES OF OFFICERS

The names and post office addresses of the Officers chosen for the first year are as follows:

Name	Office	Address
1. Cope M. Smith	President	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)
2. James Huntley Smith	Secretary/Treasurer	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

ARTICLE VI
POWERS

The corporation shall possess all the powers necessary to conduct the business or businesses, and to carry out the objects expressed herein and all of those expressly conferred on corporation by the Laws of the State of Alabama, as well as those necessarily implied, together with the following additional powers:

(a) To lend money and take security therefor, or to borrow money and give security therefor, on such terms as to the Board of Directors may deem proper and available.

(b) To purchase, acquire and own shares of its own capital stock, or the capital stock of any other corporation.

(c) To engage in business as natural persons may, not inconsistent with the provisions of law pertaining to corporations in the State of Alabama.

(d) The enumeration of specific powers above shall not be deemed to limit or restrict in any manner the general powers of the Corporation, and the enjoyment and exercise thereof, conferred by said laws.

ARTICLE VII
RESTRICTIONS

There shall be no restrictions on the corporation's capital stock.

ARTICLE III
MISCELLANEOUS

Attached hereto as Exhibit A is the statement under oath of Cope M. Smith and James Huntley Smith, the persons designated herein as the agents to receive subscriptions for the capital stock of said corporation, which said affidavit shows the amount of capital stock which has been subscribed and paid in.

The Corporation shall commence business the 1st day of July, 2009.

IN WITNESS WHEREOF, the undersigned incorporators of this Corporation, have hereunto subscribed their name on this the 28th day of May, 2009 at Union Springs, Alabama.

Cope M. Smith
Incorporator

Sworn to and subscribed before me this the 28th day of May, 2009.

Notary Public
Commission Expires: 1/11/2011

James Huntley Smith
Incorporator

Sworn to and subscribed before me this the 28th day of May, 2009.

Notary Public
Commission Expires: 1/11/2011

THIS INSTRUMENT PREPARED BY:
Bradley S. Braswell
Bradley S. Braswell, Attorney at Law, Inc.
Post Office Box 431
210 N. Prairie Street
Union Springs, Alabama 36089
(334) 738-3500

EXHIBIT A
SUBSCRIPTION LIST

We, the undersigned, hereby subscribe for the number of shares in the amount and payable as set opposite our respective names, of the capital stock of Smith Plant Farm, Inc., a corporation being organized under the Laws of the State of Alabama.

Name of Subscriber	No. of Shares	Consideration Subscribed for
1. Cope M. Smith	50	§36-12-40 (and grounds outlined therein)
2. James Huntley Smith	50	§36-12-40 (and grounds outlined therein)

Cope M. Smith
Incorporator

James Huntley Smith
Incorporator

STATE OF ALABAMA

COUNTY OF BULLOCK

I, the undersigned authority, a Notary Public for said County and State, hereby certify that **Cope M. Smith and James Huntley Smith**, whose names are signed to the foregoing Exhibit A and who is known to me, acknowledged before me on this day that, being informed of the contents of the Exhibit A, they executed the same voluntarily, on the day the same bears date.

GIVEN under my hand and seal on this the 28th day of May, 2009.

Notary Public
Commission Expires: 1/11/2011

Bullock County, Alabama
I hereby certify that the within instrument was filed in my office for record on
29 day of May 2009
at 10:30 AM and that 0 tax or
_____ has been paid and duly recorded
in WC Book 13 Page 204-208
_____ Judge of Probate

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF ALABAMA

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY # 330

THIS IS TO CERTIFY THAT SMITH PLANT FARM, INC

699 COUNTY ROAD 30 UNION SPRINGS, AL "36089"

IS IN FULL COMPLIANCE WITH ALL APPLICABLE ALABAMA STATUTES AND IS AUTHORIZED TO ENGAGE IN THE ACTIVITIES AND PRACTICES PROVIDED FOR THEREIN.

ISSUED AT MONTGOMERY ALABAMA ON 9/29/2022

THIS CERTIFICATE EXPIRES 9/30/2023 UNLESS PREVIOUSLY REVOKED.

Christel F. Stewart

CHRISTEL F. STEWART
PLANT PEST ADMINISTRATOR

Rick Pate

Rick Pate
Commissioner of Agriculture and Industries

STATE OF ALABAMA)
MACON COUNTY)

STATE OF ALABAMA, MACON COUNTY
This instrument was filed for record on the 21 day of Dec 1993
at 8:30 o'clock A M and duly recorded in Vol. ____ Page ____ and examined.
$____ mortgage tax and $____ deed tax have been paid as required by law
JUDGE OF PROBATE

ARTICLES OF INCORPORATION

OF

BECK'S TURF, INC.

The undersigned, acting as the incorporators of a corporation under the Code of Alabama (1975), adopt the following Articles of Incorporation for such corporation:

I

The name of the corporation shall be **BECK'S TURF, INC.**

II

The period of the corporation's existence is perpetual.

III

The objects and purposes for which the corporation is formed are:

(A) To engage in the business of operating a sod and turf farm and nursery including the purchase, acquisition, holding, selling, transporting, planting, raising, propagating, cultivating or otherwise dealing with or disposing of sod, turf, plants, trees, shrubs and other nursery products and to perform all other acts that may be necessary or convenient for accomplishing said purposes or that are consistent with or related to said purposes, in all their ramifications and the doing and performing of any and all acts or things necessary, proper or convenient for or incidental to

the furtherance or the carrying out of the powers or purposes described above.

(B) To take, buy, exchange, lease or otherwise acquire real estate, improved and unimproved, mineral properties and rights, and any interest or right therein, and to hold, own, operate, lease, control, maintain, alter, manage and control directly or through ownership of stock in any other corporation, any and all kinds of buildings, stores, offices, warehouses, mills, shops, factories, machinery, plants, apartments, hotels, motels, houses and any and all other structures and erections which may, at any time be necessary, useful or advantageous for the purposes of this corporation.

(C) To purchase, manufacture, acquire, build, own, mortgage, pledge, lease, sell, assign, and transfer real and personal property, and to invest, trade, deal in and deal with goods, wares, and merchandise and property of every kind and description and to carry on any of the above businesses and any other business connected therewith, whatever the same may be.

(D) To purchase or otherwise acquire, hold, exchange, pledge, hypothecate, sell, deal in, and dispose of mortgages covering any kind of property, tax liens, and transfers of tax liens on real estate.

(E) To purchase or otherwise acquire, undertake, carry on, improve or otherwise develop, all or any of the business, good-will rights, assets, and liabilities of any person, firm, association, corporation, carrying on any kind of business of a similar nature to that which this corporation is authorized to carry on, pursuant

to the provisions of these articles; and to hold, utilize, and in any manner dispose of the rights and property so acquired.

(F) To enter into any lawful arrangements for sharing profits, union of interest, reciprocal concession, or cooperation, with any corporation, association, partnership, syndicate, entity, person or governmental, municipal, or public authority, domestic or foreign, in the carrying on of any business which the corporation is authorized to carry on or any business or transaction deemed necessary, convenient, or incidental to the carrying out of any of the purposes of the corporation.

(G) To apply for, purchase, or by other means acquire, hold, sell, assign, lease, or otherwise dispose of, and protect, prolong, and renew, whether in the United States or elsewhere, any patents, patent rights, inventions, processes, franchises, licenses, protections, concessions, trademarks, and trade names that may appear likely to be advantageous or useful to the corporation, and to use and turn to account and to manufacture under or grant licenses, franchises, or privileges, in respect of the same, and to expend money in experimenting on and testing and improving or seeking to improve any patents, inventions, licenses, franchises, or rights that the corporation may acquire or propose to acquire.

(H) To borrow money and to execute promissory notes, mortgages, security agreements and other documents in connection therewith.

IV

The address of the initial registered office of the corporation is 2858 Wire Road, Tuskegee, Alabama 36083, and the name of its initial registered agent at such address is Edward W. Bassett.

V

(A) The aggregate number of shares which the corporation shall have authority to issue is 25,000 shares of common stock of the par value of One Dollar ($1.00) per share. At all elections of Directors of this corporation, the vote of the majority of the issued and outstanding shares of stock shall be required to elect directors. Cumulative voting shall not be permitted.

(B) Preemptive rights shall exist with respect to the stock issued by the Corporation to any stockholder. Any additional stock to be issued by the Corporation shall be offered pro rata to the common stockholders in relation to their then present holdings.

VI

Provisions for the regulation of the internal affairs of the corporation are:

(A) These Articles of Incorporation may be altered, amended or repealed by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereon, at any annual meeting or at any special meeting of the stockholders called pursuant to the By-Laws.

(B) The stockholders are vested with exclusive authority to make and alter the By-Laws of the Corporation by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereon, at any annual meeting, or at any special meeting of the stockholders called pursuant to the By-Laws.

VII

The number of Directors constituting the initial Board of Directors of the Corporation is three (3), and the names and addresses of the persons who are to serve as Directors until the first annual meeting of stockholders or until their successor or successors are elected and qualified are:

Name	Address
James L. Bassett	§36-12-40 (and grounds outlined therein)
Michael R. Parker	§36-12-40 (and grounds outlined therein)
Edward W. Bassett	§36-12-40 (and grounds outlined therein)

VIII

The names and addresses of the incorporators are:

James L. Bassett	§36-12-40 (and grounds outlined therein)
Michael R. Parker	§36-12-40 (and grounds outlined therein)
Edward W. Bassett	§36-12-40 (and grounds outlined therein)

IN WITNESS WHEREOF, we, the undersigned incorporators, have hereunto set our hands and seals on this the 17th day of December, 1993.

James L. Bassett (L.S.)

Michael R. Parker (L.S.)

Edward W. Bassett (L.S.)

INCORPORATORS

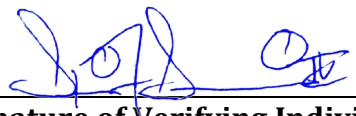
THIS INSTRUMENT PREPARED BY:

MALCOLM N. CARMICHAEL
BALCH & BINGHAM
ATTORNEYS AT LAW
POST OFFICE BOX 78
MONTGOMERY, ALABAMA 36101

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

4 – Criminal Background Check

4.1 – Per § 20-2A-55(b), Code of Alabama 1975 (as amended), has provided the name and title of each individual with an economic interest in the Applicant and has verified each individual has requested a criminal background check from the Alabama Law Enforcement Agency (ALEA). Please see attached copy of Form B: Background Check Applicant Verification (identified as "Form B: Background Check Applicant Verification form – Attachment to Exhibit 4, Section 4.1").

4.2 – The Applicant, has successfully completed and submitted (from each individual) as defined in § 20-2A-55(b), Code of Alabama 1975 (as amended), a state criminal background check via Form C: State Background Check (ALEA) and the required fingerprint card. Form C: State Background Check (ALEA) was submitted as required.

4.3 – The Applicant, has successfully completed and submitted (from each individual) Form D: National Background Check FBI by completing the form, obtaining fingerprints and has returned all required items included with the form as required by § 20-2A-55(b), Code of Alabama 1975 (as amended). Form D: National Background Check was submitted as required.

4.4 – The Applicant has provided verification of each individual identified and verified by the Applicant on the Background Check Applicant Verification Form (Form B: Background Check Applicant Verification) that the individual has requested a state criminal background check from ALEA and a national criminal background check from the FBI. See attached Form E: Background Check Individual Verification forms (identified as "Form E – Background Check Individual Verification forms – Attachment to Exhibit 4, Section 4.4").

Remainder of page intentionally left blank.

FORM B: BACKGROUND CHECK APPLICANT VERIFICATION

BSWMC, LLC
Business License Applicant Name

Integrated Facility
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)
Cope McCall Smith	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☑ Individual with Economic Interest in Applicant
Edward Wayne Bassett	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☑ Individual with Economic Interest in Applicant
James Huntley Smith	☐ Owner ☐ Shareholder ☐ Director ☑ Board Member ☑ Individual with Economic Interest in Applicant
James Winfrey Wilson, III	☐ Owner ☐ Shareholder ☐ Director ☑ Board Member ☑ Individual with Economic Interest in Applicant
James Leonard Bassett	☐ Owner ☐ Shareholder ☐ Director ☑ Board Member ☑ Individual with Economic Interest in Applicant
William Byrne Wilson	☐ Owner ☐ Shareholder ☐ Director ☑ Board Member ☑ Individual with Economic Interest in Applicant
Sterling F. Stoudenmire, IV	☑ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant
	☐ Owner ☐ Shareholder ☐ Director ☐ Board Member ☐ Individual with Economic Interest in Applicant

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

William Byrne Wilson
Printed Name of Verifying Individual

Signature of Verifying Individual

Manager
Title of Verifying Individual

December 30, 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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

Cope McCall Smith
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

10/31/2022
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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

Edward Wayne Bassett
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.

Edward Wayne Bassett
Signature of Verifying Individual

11/01/2022
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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

James Huntley Smith
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

10/31/2022
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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

James Leonard Bassett
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

11/3/22
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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

James Winfrey Wilson, III
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

11-7-22
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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

Sterling Franklin Stoudenmire IV
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

11/02/2022
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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

William Byrne Wilson
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

4-7-22
Verification Date

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 03, 2023
Signature of Verifying Individual	**Verification Date**

5 – Minimum Performance Bond Requirements

Per the AMCC's determination that an Integrated Facility Applicant is not required to secure a fully executed bond as part of the application, the Applicant has included Form M: Surety Verification of Applicant Qualification for Integrated Facility Performance Bond.

(Identified as "Form M: Surety Verification of Applicant Qualification for Integrated Facility Performance Bond – Attachment to Exhibit 5")

Remainder of this page left intentionally blank.

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

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

BSWMC, LLC
Integrated Facility Applicant

William B. Wilson
Contact Person

2660 Eastchase Lane, Suite 100
Applicant Address

Montgomery
City

AL
State

36117
Zip

334-260-2500
Phone

w.wilson@jwacompanies.com
Email

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

Great Midwest Insurance Company
Surety Company

Ryan Tash
Surety's Authorized Representative

Attorney-in-fact
Title

800 Gessner, Ste 600
Surety Address

Houston
City

TX
State

77024
Zip

916-737-5723
Phone

ryan@surety1.com
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.

RT 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

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

RT 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.

RT 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.

RT 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.

RT 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.

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

Signature of Surety's Authorized Representative — Date: 2/22/23

Sworn to and subscribed before Traci Nakagaki, a Notary Public, by Ryan Tash on this 22nd day of February, 20 23.

Signature of Notary — My Commission Expires: Nov. 15th 2025

TRACI E. NAKAGAKI
COMM. #2383122
Notary Public · California
Sacramento County
My Comm. Expires Nov. 15, 2025

(Note to Surety: Attach Power of Attorney or other documents as necessary)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

John Page, Christine Stradford, Amy E. Johnston, Brenna C. Page, Barry Page, Stephanie Raquel Nakkem, Ryan Tash, Susan Fournier, Katherine DuPont, Jasmin Lopez

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 22nd Day of February, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

6 – Minimum Liquid Assets Requirement

The Applicant has provided proof the Applicant has at least two hundred fifty thousand dollars ($250,000) in liquid assets, available at the time the license is issued by providing the following documents:

- Attachment A to Exhibit 6: Verification of Deposit/Assets for Mr. William B. Wilson provided by Merrill Private Wealth Management
- Attachment B to Exhibit 6: Verification of Deposit/Assets for Mr. James W. Wilson, III provided by Merrill Private Wealth Management

Both letters provide proof the Applicant meets the minimum requirements.

Remainder of page intentionally left blank.

MERRILL
A BANK OF AMERICA COMPANY

Mr. William B. Wilson
c/o JWA Companies
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

December 19, 2022

RE: Verification of Deposit/Assets

Important Notice

This is in response to the Verification of Deposit (VOD) request for the Merrill Lynch accounts of William B. Wilson Trust. Details appear below:

Account Type	CMA
Account Number	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)
Value as of Date (Close of Business (COB))	cob 12/16/2022
Total Portfolio Value*	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

☐ If checked, the portfolio value provided represents an average balance.

*This total is as of COB on the listed date. It includes Money Fund shares/balances, marginable/non-marginable securities, and outstanding loans. If an average balance is requested, it is calculated based upon the monthly/quarterly balance.

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12-19-2022

Rafael A. Martinez
Director, Senior Supervision Manager
Mid-Atlantic Region
Merrill Private Wealth Management
404-231-2423

Date

Licensed Type: Integrated Facility

MERRILL
A BANK OF AMERICA COMPANY

Mr. James W. Wilson, III
c/o JWA Companies
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

December 19, 2022

RE: Verification of Deposit/Assets

Important Notice

This is in response to the Verification of Deposit (VOD) request for the Merrill Lynch accounts of James W. Wilson, III Trust. Details appear below:

Account Type	CMA
Account Number	§36-12-40 (and grounds outlined therein)
Value as of Date (Close of Business (COB))	cob 12/16/2022
Total Portfolio Value*	§36-12-40 (and grounds outlined therein)

☐ If checked, the portfolio value provided represents an average balance.

*This total is as of COB on the listed date. It includes Money Fund shares/balances, marginable/non-marginable securities, and outstanding loans. If an average balance is requested, it is calculated based upon the monthly/quarterly balance.

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12/19/2022

Rafael A. Martinez
Director, Senior Supervision Manager
Mid-Atlantic Region
Merrill Private Wealth Management
404-231-2423

Date

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

7 – Demonstration of Sufficient Capital

A demonstration of sufficient capital available to the Applicant, as we as the source thereof, and verification of the same by a responsible person designated by the Applicant, the Applicant's contact person, and an independent Certified Public Accountant.
The following documents provide proof of sufficient capital:

Table of Contents	**Page**
Verification Statement and Signatures	2-3
Independent Accountants' Report verifying Total Capital Available to BSWMC, LLC exceeds net cash requirements	3
Verification of Deposit/Assets for Mr. William B. Wilson provided by Merrill Private Wealth Management	4
Verification of Deposit/Assets for Mr. James W. Wilson, III provided by Merrill Private Wealth Management	5

The remainder of this page intentionally left blank.

Verification Statement: The undersigned verifies that the information contained in this Exhibit: Demonstration of Sufficient Capital, as well as the source thereof, including any attachments thereto, is accurate and complete based on the best available information at the date of verification.

The Applicant's Designated Responsible Person:

Executive Vice President & CFO

Jim Wilson & Associates

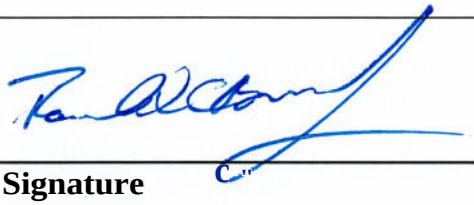
Tel: 334-260-2500

Mr. Ronald C. Brown, Jr.

2660 EastChase Lane, Suite 100

Montgomery, AL 36117

R.Brown@jwacompanies.com



Signature

March 2, 2023

Date

The Applicant's Contact Person:

Chief Executive Officer

BSWMC, LLC

Tel: 407-925-8205

Sterling F. Stoudenmire IV

2660 EastChase Lane, Suite 100

Montgomery, AL 36117

sterling@opusfideles.com

Signature

March 2, 2023

Date

The Applicant's Certified Public Accountant:

Tax Partner

Aprio, LLC

Tel: 770-353-3108

Mr. Jeff Winland, CPA

2002 Summit Boulevard, Suite 120, Atlanta, GA 30319-1498

Jeff.winland@aprio.com

SEE PAGE 3

Signature

March 1, 2023

Date

Aprio
Passionate for what's next℠

Advisory Assurance Tax Private Client

INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES

The Board of Directors and Management of BSWMC, LLC

We have performed the procedures enumerated below on the investment statements of James W. Wilson, III Trust and William B. Wilson Trust, the line of credit agreement for BSWMC, LLC as of December 31, 2022, and the proforma statement of cash flows for the years ending December 31, 2023 through 2027. BSWMC, LLC's management is responsible for all items provided to us in performing these agreed-upon procedures.

BSWMC, LLC has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting the Alabama Medical Cannabis Commission in understanding the capital of BSWMC, LLC and projected operating and investing cash flow requirements to operate medical cannabis dispensaries as of December 31, 2022. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

a. Obtained investment statements as of December 31, 2022, of the James W. Wilson, III Trust and William B. Wilson Trust, noting combined net portfolio values exceeding §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

b. Obtained line of credit agreement from James W. Wilson, III, Trusteee of the James W. Wilson, III Trust and William B. Wilson, Trustee of the William B. Wilson Trust to BSWMC, LLC for §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein).

c. Calculated total capital available to BSWMC, including combined net portfolio values exceeding $50,000,000 noted in step a. and line of credit available of §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) noted in step b. Total capital available exceeded $50,000,000.

d. Obtained Proforma Statement of Cash Flows for BSWMC, LLC for the years ending December 31, 2023 through 2027. Noted net cash flows required for investing and operating activities of BSWMC, LLC is §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) for the three years ending December 31, 2023 through 2025.

e. Compared total available capital calculated in step c. to net cash requirements for the three years ending December 31, 2023 through 2025 calculated in step d. We verified total capital available exceeds net cash requirements of §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

We were engaged by BSWMC, LLC to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an audit or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the capital of BSWMC, LLC and projected operating and investing cash flow requirements to operate medical cannabis dispensaries as of December 31, 2022. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of BSWMC, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the Board of Directors and Management of BSWMC, LLC and the Alabama Medical Cannabis Commission and is not intended to be and should not be used by anyone other than these specified parties.

Aprio, LLP

Atlanta, Georgia

March 1, 2023

MERRILL
A BANK OF AMERICA COMPANY

Mr. William B. Wilson
c/o JWA Companies
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

December 19, 2022

RE: Verification of Deposit/Assets

Important Notice

This is in response to the Verification of Deposit (VOD) request for the Merrill Lynch accounts of William B. Wilson Trust. Details appear below:

Account Type	CMA
Account Number	§36-12-40 (and grounds outlined therein)
Value as of Date (Close of Business (COB))	cob 12/16/2022
Total Portfolio Value*	§36-12-40 (and grounds outlined therein)

☐ If checked, the portfolio value provided represents an average balance.

*This total is as of COB on the listed date. It includes Money Fund shares/balances, marginable/non-marginable securities, and outstanding loans. If an average balance is requested, it is calculated based upon the monthly/quarterly balance.

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12-19-2022

Rafael A. Martinez
Director, Senior Supervision Manager
Mid-Atlantic Region
Merrill Private Wealth Management
404-231-2423

Date

MERRILL
A BANK OF AMERICA COMPANY

Mr. James W. Wilson, III
c/o JWA Companies
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

December 19, 2022

RE: Verification of Deposit/Assets

Important Notice

This is in response to the Verification of Deposit (VOD) request for the Merrill Lynch accounts of James W. Wilson, III Trust. Details appear below:

Account Type	CMA
Account Number	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)
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12/19/2022

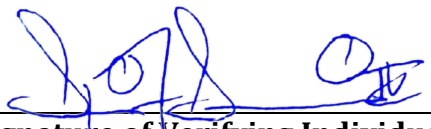
Rafael A. Martinez
Director, Senior Supervision Manager
Mid-Atlantic Region
Merrill Private Wealth Management
404-231-2423

Date

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

8 –Minimum Operating Capital Requirement

The Applicant has provided proof the Applicant has the financial ability to maintain operations for not less than two years following the date the application is accepted by the

Commission by providing the following documents:

Attachment	Page(s)
Verification of Deposit/Assets for Mr. William B. Wilson provided by Merrill Private Wealth Management	2
Verification of Deposit/Assets for Mr. James W. Wilson, III provided by MerrillPrivate Wealth Management	3
Working Capital/Revolving Line of Credit	4 – 8
Banking/Credit Relationship Letter from River Bank	9
Banking/Credit Relationship Letter from Troy Bank & Trust	10

The remainder of this page intentionally left blank

MERRILL
A BANK OF AMERICA COMPANY

Mr. William B. Wilson
c/o JWA Companies
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

December 19, 2022

RE: Verification of Deposit/Assets

Important Notice

This is in response to the Verification of Deposit (VOD) request for the Merrill Lynch accounts of William B. Wilson Trust. Details appear below:

Account Type	CMA
Account Number	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) -XX054 et al
Value as of Date (Close of Business (COB))	cob 12/16/2022
Total Portfolio Value*	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

☐ If checked, the portfolio value provided represents an average balance.

*This total is as of COB on the listed date. It includes Money Fund shares/balances, marginable/non-marginable securities, and outstanding loans. If an average balance is requested, it is calculated based upon the monthly/quarterly balance.

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12-19-2022

Rafael A. Martinez
Director, Senior Supervision Manager
Mid-Atlantic Region
Merrill Private Wealth Management
404-231-2423

Date

MERRILL
A BANK OF AMERICA COMPANY

Mr. James W. Wilson, III
c/o JWA Companies
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

December 19, 2022

RE: Verification of Deposit/Assets

Important Notice

This is in response to the Verification of Deposit (VOD) request for the Merrill Lynch accounts of James W. Wilson, III Trust. Details appear below:

Account Type	CMA
Account Number	§36-12-40 (and grounds outlined therein)
Value as of Date (Close of Business (COB))	cob 12/16/2022
Total Portfolio Value*	§36-12-40 (and grounds outlined therein)

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*This total is as of COB on the listed date. It includes Money Fund shares/balances, marginable/non-marginable securities, and outstanding loans. If an average balance is requested, it is calculated based upon the monthly/quarterly balance.

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12/19/2022

Rafael A. Martinez
Director, Senior Supervision Manager
Mid-Atlantic Region
Merrill Private Wealth Management
404-231-2423

Date

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IN WITNESS WHEREOF, Borrower has caused this Note to be executed, sealed and delivered as of the date first set forth above.

BORROWER:

BSWMC, LLC, an Alabama limited liability company

By: _____(SEAL)
Name: William O. Litton
Its: Manager

RIVER
BANK & TRUST

December 21, 2022

Alabama Medical Cannabis Commission
RSA Dexter Avenue Building
445 Dexter Ave, Suite 8040
Montgomery, Al 36104

Re: BSWMC, LLC

Dear Sir or Madam,

On behalf of River Bank and Trust, I would like to offer our support for BSWMC, LLC in its Cannabis application with the Commission. We are an Alabama based, full service community bank with offices throughout the State and assets exceeding $2.7 billion. We have a strong commitment to agriculture, an industry that plays a vital role in our local economies and communities. As such, it is our desire to work closely with BSWMC to underwrite its business plan in an effort to provide both construction and working capital facilities.

The members of this LLC are well known to us. We have had a very active banking relationship with Jim Wilson, III and Will Wilson for more than 10 years. This has included loans and deposit accounts which at times have been significant dollar amounts and all of this has been handled in an exemplary manner. We have an active banking relationship with Hunter and Cope Smith through their entity, Smith Plant Farm. Finally, we are very familiar with Jimmy and Wayne Bassett and their company, Beck's Turf Farm and also through a banking relationship we have with a charitable foundation in which Wayne Basset is involved.

I will welcome a call or email if there is any additional information I can provide. My phone number is 334-290-2686 and my email is gcrane@river.bank.

Sincerely,

Gene C. Crane
River Region President

7075 Halcyon Park Drive, Montgomery, AL 36117
P.O. Box 240938, Montgomery, AL 36124
Office: (334) 396-6565 Fax: (334) 396-6566

Member FDIC

Date: December 21, 2022

Alabama Medical Cannabis Commission
RSA Dexter Avenue Building
445 Dexter Avenue, Suite 8040
Montgomery, AL 36104

Re: **BSWMC, LLC and The Wilson Family**

To Whom it May Concern:

At the request of our customers, BSWMC, LLC and The Wilson Family, please be advised of the following information. Troy Bank & Trust currently has a demand deposit account in the name of BSWMC, LLC, which was opened earlier this summer at their request and has, since inception, been in good standing.

Troy Bank & Trust has had discussions with BSWMC, and their principals, concerning their plan of action in the medical cannabis business. Going forward, Troy Bank & Trust is willing to work with BSWMC and their principals to review and underwrite their business plan, corresponding financial information, and other relevant statistics to provide both construction and working capital credit facilities in addition to their continuing demand deposit activity.

In addition to working with BSWMC, Troy Bank & Trust has had the opportunity to work closely with The Wilson Family in other aspects of their businesses, including but not limited to, deposit accounts, treasury services, credit facilities, handling of cash, and fraud prevention.

If I can be of further assistance in the matter, please do not hesitate to contact me.

Sincerely,

Charles J Reynolds

Commercial Banking | SVP | Troy Bank & Trust

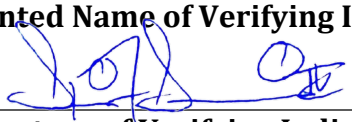
(c) 334.303.9202

(e) creynolds@troybankandtrust.com

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.

Sterling F. Stoudenmire IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

9.1 – Balance sheet report, providing a snapshot of the value of assets, liabilities and equity at commencement, or for projections, as of December 31 of each year

See Pages 2-3

9.2 – Profit and loss report, summarizing any income, expenses and net profit from the applicant's inception to date of commencement and as projected over each calendar year thereafter, including the year of commencement

See Pages 4-9

9.3 – Statement of cash flow, examining the cash flowing into and out of the Applicant's business from inception to commencement and during each calendar year thereafter, including the year of commencement

See Page 10

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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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

10 - Tax Plan

The Applicant understands and plans to comply with all applicable tax laws and regulations, including but not limited to providing all information for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and payment of the same.

The Applicant understands commencing on January 1, 2022, there is levied, in addition to all other taxes of every kind now imposed by law, and shall be collected and remitted in accordance with Article 1, commencing with Section 40-23-1, of Chapter 23 of Title 40, Code of Alabama 1975, a tax on the gross proceeds of the sales of medical cannabis when sold at retail in the state of Alabama at the rate of 9% of the gross proceeds of the sales.

The Applicant understands commencing on January 1, 2022, there is levied an annual percentage tax on every person doing business under Chapter 2A of Title 20, Code of Alabama 1975, in Alabama. The tax shall accrue as of January 1 of every taxable year, or in the case of a taxpayer licensed under Chapter 2A of Title 20, Code of Alabama 1975, during the year, or doing business in this state for the first time, as of the date the taxpayer is Alabama 1975. The tax shall be levied upon the taxpayer's net worth in Alabama for the taxable year. For purposes of this subdivision, by apportioning the taxpayer's net worth computed under Section 40-14A-23, Code of Alabama 1975, in the same manner as prescribed for apportioning income during the determination period for purposes of the income tax levied by Chapter 18 of Title 40, Code of Alabama 1975, or the manner in which the income would be apportioned if the taxpayer were subject to the income tax.

The amount of tax due shall be computed in the same manner and at the same rate of tax as prescribed in Section 40-14A-23, Code of Alabama 1975, for purposes of determining the annual privilege tax levied by Chapter 14A of Title 40, Code of Alabama 1975.

The annual return required shall be due no later than the corresponding federal income tax return, as required to be filed under federal law. In the case of a taxpayer's initial return, the annual return shall be due no later than two and one-half months after the taxpayer is licensed to do business, or commence business, in Alabama.

The Applicant understands the Department of Revenue may grant a reasonable extension of time for filing returns under rules adopted by the Department of Revenue. No extension shall be for more than six months.

The annual medical cannabis privilege tax shall be reported on forms and in the manner as prescribed by rule by the Department of Revenue. The failure to receive a form from the Department of Revenue shall not relieve a taxpayer form liability for any tax, penalty, or interest otherwise due. The tax due, as reported, shall constitute an admitted liability for that amount. The Department of Revenue may compute and assess additional tax, penalty, and interest against a taxpayer as provided in Chapter 2A of Title 40, Code of Alabama 1975.

Distribution of Cash and Proceeds; Allocation of Tax Items

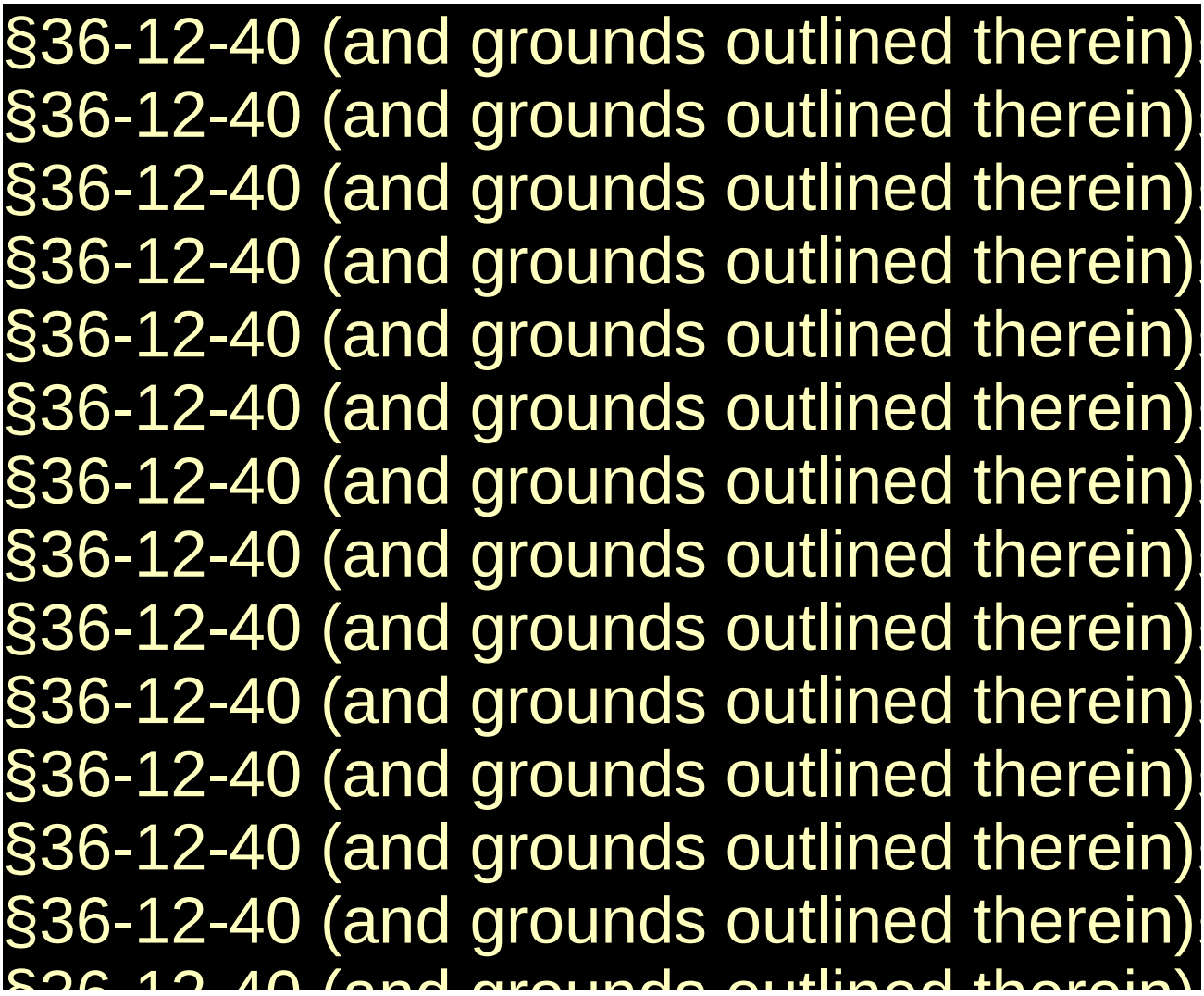

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Exhibit 11 – Business Formation Documents

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

11 - Business Formation Documents

The Applicant has provided certified copies of the Applicant's business formation documents. See the Table of Contents below and the required documents attached; the Applicant's Employer Identification Number (Form SS4) from the Department of the Treasury Internal Revenue Service (identified as "The Applicant's EIN letter – Attachment to Exhibit 11"), the Secretary of State Certification (identified as "Secretary of State Certification – Attachment to Exhibit 11), the Business Certificate of Formation (identified as "The Applicant's Certificate of Formation – Attachment to Exhibit 11"), and a copy of the Applicant's Operating Agreement (identified as "The Applicant's Operating Agreement –Attachment to Exhibit 11").

Table of Contents	Pages
Table of Contents and Summary of Exhibit 11	1
The Applicant's Employer Identification Number (Form SS4)	2-3
Secretary of State Certification	4
Business Certificate of Formation	5-6
The Applicant's Operating Agreement	7-43

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-10-2022

Employer Identification Number:
[redacted]

Form: SS-4

Number of this notice: CP 575 G

BSWMC LLC
WILLIAM B WILSON SOLE MBR
2660 EASTCHASE LN STE 100
MONTGOMERY, AL 36117

For assistance you may call us at:
1-800-829-4933

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 87-4338337. 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575G 01-10-2022 BSWM O 9999999999 SS-4

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 BSWM. 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 G (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 G

9999999999

Your Telephone Number Best Time to Call
( ) -
_____ _____

DATE OF THIS NOTICE: 01-10-2022
EMPLOYER IDENTIFICATION NUMBER: 87-4338337
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

BSWMC LLC
WILLIAM B WILSON SOLE MBR
2660 EASTCHASE LN STE 100
MONTGOMERY, AL 36117

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:

BSWMC, LLC

This name reservation is for the exclusive use of Balch & Bingham LLP, Post Office Box 78, Montgomery, AL 36101 for a period of one year beginning September 08, 2021 and expiring September 08, 2022

RES974445

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.

September 08, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

BSWMC, LLC

2. THIS FORM WAS PREPARED BY:

Balch & Bingham LLP

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

William B Wilson
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117
MONTGOMERY

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

898-560 DLL

Date	09/08/2021
Time	11:55:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. THE UNDERSIGNED SPECIFY 09/08/2021 11:55:05 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐ ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Organizer	Office Address	Mailing Address
James M Edwards	105 Tallapoosa Street, Suite 200 Montgomery, AL 36104	105 Tallapoosa Street, Suite 200 Montgomery, AL 36104

09/08/2021	James M. Edwards Attorney
DATE	ELECTRONIC SIGNATURE & TITLE

BSWMC, LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of July 6, 2022

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Section 7.4. Actions Requiring Unanimous Board of Managers Approval. Notwithstanding the appointment of officers, agents, or other management personnel as provided in Section 7.3, the Company shall not do, and the Board of Managers shall not cause the Company to do, any of the following without unanimous consent of the Board of Managers (unless otherwise authorized or approved by the Class A Members as provided in Section 9.7 of this Agreement):

(i) any material change in the nature of the Company's business;

(ii) guarantees of third-party indebtedness or loans to third parties; or

(iii) enter into any agreement, contract or commitment with any Member or any Affiliate of any Member except in accordance with Section 7.5.

Section 7.5. Authority of the Managers, the Members and Their Affiliates to Deal With the Company.

(a) Permitted Affiliate Agreements. Except as otherwise provided elsewhere in this Agreement, the Board of Managers, in the name of the Company, is expressly authorized to enter into the following dealings with the Managers, the Members or their Affiliates:

(i) enter into an agreement to render services or supply goods to the Company;

(ii) reimburse the Managers or Members or their Affiliates for expenses incurred on behalf of the Company; and

(iii) pay interest on funds borrowed from the Managers or Members or any of their Affiliates.

(b) Conditions to Permitted Affiliate Agreements. Any agreements, contracts and arrangements with Managers or Members or their Affiliates permitted by this Agreement shall be subject to the following conditions:

(i) any such agreements, contracts or arrangements shall be embodied in a written contract which describes the services to be rendered or arrangement and all compensation or consideration to be paid;

(ii) either (A) the fact of such relationship or interest is disclosed to the Board of Managers which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Members or Managers, or (B) the fact of such relationship or interest is disclosed to the Members entitled to vote and they authorize, approve or ratify such contract or transaction by vote or consent sufficient for the purpose without counting the votes or consents of such interested Members;

(iii) any such agreements, contracts, or arrangements shall be fair and reasonable to the Company; and

(iv) any such agreements, contracts or arrangements shall be terminable by either the Member or Manager, as the case may be, or the Company, without penalty, upon thirty (30) days prior written notice (unless such agreement, contract or arrangement is entered into pursuant to Section 7.5(c) or is otherwise approved by all of the Members).

(c) Certain Transactions with Jim Wilson & Associates, LLC. Notwithstanding the foregoing provisions or any other limitations in this Agreement, the Members agree that Jim Wilson & Associates, LLC (or its designated Affiliates) will be provided the first right and opportunity to provide management services to the Company, provided that the agreements for such services shall be approved by the Board of Managers.

Section 7.6. Limitations and Restrictions on the Exercise of Powers of the Board of Managers. Notwithstanding anything in this Agreement to the contrary, the Board of Managers shall not do any of the following without the unanimous consent of Class A Members:

(a) perform any act in contravention of this Agreement or the Alabama LLC Law;

(b) perform any act required to be approved or ratified in writing by all or part of the Members under the Alabama LLC Law, unless the right to do so is expressly granted in this Agreement;

(c) borrow or allow a Member or an Affiliate to borrow from the Company except in accordance with Section 7.5;

(d) perform any act which would make it impossible to carry on the ordinary business of the Company;

(e) confess a judgment against the Company;

(f) possess Company property, or assign the Company's right in specific Company property, for other than a Company purpose;

(g) knowingly perform any act that the Board of Managers is aware would subject any Member to personal liability in any jurisdiction;

(h) change the Company from an Alabama limited liability company to any other type of business entity; or

(i) issue additional Units.

Section 7.7. Delegation. The Board of Managers may, from time to time, delegate in writing to any officer of the Company such authority and duties as the Board of Managers may deem advisable; provided that unless authorized to do so by this Agreement or by the Board of Managers, and except as provided above, no employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the

Member has been authorized in writing by the Board of Managers to act as an agent of the Company.

Section 7.8. **Resignation.** A Manager of the Company may resign at any time by giving written notice to the Board of Managers of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute a withdrawal as a Member.

Section 7.9. **Removal.** Any Manager may be removed at any time, with or without cause, by the Member that appointed such Manager. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal as a Member.

Section 7.10. **Vacancies.** Any vacancy on the Board of Managers shall be filled in accordance with Section 7.2.

Section 7.11. **Compensation.** Managers shall not be entitled to receive compensation for their services in managing the Company. Managers may be reimbursed for expenses of attendance, if any, at each regular or special meeting of the Board of Managers or of any committee thereof and for their expenses, if any, in connection with each property visit and any other service or activity performed or engaged in as Managers; but nothing herein contained shall be construed to preclude Managers from serving the Company in any other capacity and receiving compensation therefor.

Section 7.12. **Regular Meetings.** The Board of Managers may determine the time and place for the holding of regular meetings of the Board of Managers.

Section 7.13. **Special Meetings.** Special meetings of the Board of Managers may be called by any Manager. The person or persons authorized to call special meetings of the Board of Managers may fix any place as the place for holding any special meeting of the Board of Managers called by them.

Section 7.14. **Notice of Special Meetings.** Notwithstanding anything herein to the contrary, notice of any special meeting of the Board of Managers shall be given by written notice delivered personally, mailed to each Manager at its business or residence address or by telephone. Personally delivered notices shall be given at least two days prior to the meeting. Notice by mail shall be given at least five (5) days prior to the meeting. Telephonic notice shall be given at least 24 hours prior to the meeting. If personally delivered, such notice shall be deemed to be given when received. If mailed, such notice shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. Telephonic notice shall be deemed given when the Manager is personally given such notice in a telephone call to which he is a party. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Managers need be stated in the notice, unless specifically required by statute or the Agreement.

Section 7.15. **Quorum.** A majority of the Board of Managers being present shall constitute a quorum for transaction of business at any meeting of the Board of Managers, provided that, if less than a quorum of such Managers is present at said meeting, one Manager present may adjourn the meeting.

Section 7.16. **Voting.** The vote of a majority of the Board of Managers shall be required for any and all actions of the Board of Managers, which vote shall be taken at a validly called meeting of the Board of Managers.

Section 7.17. **Telephone Meetings.** Managers may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

Section 7.18. **Written Action by Managers.** Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting by the members of the Board of Managers, if a consent in writing to such action is approved by the Board of Managers, and such written consent is filed with the minutes of proceedings of the Board of Managers.

Section 7.19. **Dealings.** Any Person dealing with the Company may rely on the authority of the Board of Managers in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement

Section 7.20. **Actions by Members.** No Member shall, without the consent of the Board of Managers, take any action on behalf of or in the name of the Company, or enter into any commitment or obligation binding upon the Company, except for actions expressly provided for in this Agreement and actions authorized by the parties in the manner set forth herein.

Section 7.21. **Payment of Costs and Expenses.** The Company shall be responsible for paying all costs and expenses of the activities of the Company. Any such costs and expenses which have been incurred, or are hereafter incurred, and paid by a party on behalf of the Company (including outside professional services such as legal and accounting services) shall be reimbursed by the Company if such cost or expense is approved by the Board of Managers.

Section 7.22. **Liability of Members.** Except as otherwise expressly required by law, a Member, in its capacity as such, shall have no liability in excess of (i) the amount of its Capital Contribution, (ii) its share of any undistributed Profits and Company assets, and (iii) the amount of any distributions wrongfully distributed to it. It is the intent of the parties hereto that no distribution to any Member shall be deemed a return of any money or other property in violation of the Alabama LLC Law. The payment of any such money or distribution of any such property to a Member shall be deemed to be a compromise within the meaning of the Alabama LLC Law to the Member receiving any such money or property and to any Person, the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to return such money or property, such obligation shall be the obligation of such Member and not the other Members.

Section 7.23 Procedures in the Event of a Dispute. In cases where the Board of Managers, Class A Members or Members are unable to reach required agreement on matters presented at a meeting of the Board of Managers, Class A Members or Members or otherwise relating to this Agreement, the parties shall attempt to resolve the dispute in the following manner:

(i) First, any Manager or Member may refer the disputed matter in writing to the Mediator (as defined below) in an attempt to reach a solution;

(ii) The Mediator and the Board of Managers, Class A Members or Members, as applicable, shall negotiate in good faith in order to resolve the disputed matter for ninety (90) days after the referral to them of a disputed matter (or such longer period of time as to which the Mediator agree).

Section 7.24 Independent Mediator. For purposes of Section 7.23 above, the Members agree that if Sterling Stoudenmire is not available, an independent third party mutually agreeable to the parties, shall act as a non-binding mediator to assist the parties in resolving the item in dispute ("Mediator").

ARTICLE VIII

OFFICERS

Section 8.1. General Provisions. The Board of Managers may appoint officers of the Company including, without limitation, a president, vice president, a secretary, and a treasurer. In addition, the Board of Managers may from time to time appoint such other officers with such powers and duties as they shall deem necessary or desirable. Officers appointed by the Board of Managers do not have to be Members. The officers of the Company may be elected by the Board of Managers at any time. Each officer shall hold office until his or her successor is elected and qualified or until his death, resignation or removal in the manner hereinafter provided. Any two or more offices may be held by the same person. In its discretion, the Board of Managers may leave unfilled any office. Election of an officer or agent shall not of itself create contract rights between the Company and such officer or agent.

Section 8.2. Removal and Resignation. Any officer or agent of the Company may be removed by the Board of Managers with or without cause if in its judgment the best Units of the Company would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer of the Company may resign at any time by giving written notice of his resignation to the Board of Managers. Any resignation shall take effect at any time subsequent to the time specified therein or, if the time when it shall become effective is not specified therein, immediately upon its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise stated in the resignation. Such resignation shall be without prejudice to the contract rights, if any, of the Company.

Section 8.3. Vacancies. A vacancy in any office may be filled by the Board of Managers for the balance of the term.

Section 8.4. President. If elected, the president shall have such power to perform such duties as from time to time may be prescribed by the Board of Managers, and subject to and

under the supervision of the Board of Managers shall in general supervise and control all of the day to day business and affairs of the Company.

Section 8.5. **Vice President.** If elected, the vice president shall perform such duties as from time to time may be prescribed to him by the president or by the Board of Managers.

Section 8.6. **Secretary.** If elected, the secretary shall (a) keep the minutes of the proceedings of the Members and the Board of Managers in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (c) be custodian of the records of the Company; (d) keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; and (e) in general perform such other duties as from time to time may be assigned to him by the president or the Board of Managers.

Section 8.7. **Treasurer.** The Treasurer shall be the Company's chief financial officer and shall have charge and custody of, and be responsible for, all funds and securities of the Company, and shall deposit all such funds in the name of the Company in such banks or other depositories as shall be selected or authorized to be selected by the Board of Managers; shall render or cause to be rendered a statement of the condition of the finances of the Company whenever called upon by the Board of Managers so to do; shall receive and give receipt for moneys due and payable to the Company from any source whatsoever; and, in general, shall perform or cause to be performed all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Managers.

ARTICLE IX

MEETINGS AND VOTING RIGHTS OF MEMBERS

Section 9.1. **Annual Meeting.** An annual meeting of the Members shall be held within 180 days following the end of the Fiscal Year or at such time as shall be determined by the Board of Managers, for the purpose of the transaction of such business as may come before the meeting.

Section 9.2. **Special Meetings.** Special Meetings of the Members for any purpose may be called by the Board of Managers at any time and shall be called by the Board of Managers following receipt of a written request for such a meeting signed by the owners of Units representing not less than twenty percent (20%) of the total Class A Units in the Company (a "Written Request"). A Written Request shall state the purpose of the proposed meeting and the matters proposed to be acted upon at such meeting.

Section 9.3. **Notice.** Notice of any meeting to be held pursuant to this Article shall be given to each Member at its record address, or at such other address that it may have furnished in writing to the Board of Managers. Notice shall be given within ten (10) days following receipt of a Written Request. Notice of any meeting shall state the place, date and hour of the meeting (which shall be held on a date not less than fifteen (15) nor more than sixty (60) days after the date of such notice and shall indicate that the notice is being issued at or by the direction of the Board of Managers, Member or Members calling the meeting. The notice shall state the purpose or purposes

of the meeting. For avoidance of doubt, while Class B Members are entitled to notice and may attend meetings, Class B Members and Class B Units are not eligible to vote and are not considered and are excluded for purposes of determining whether a quorum is present and notice has been given (except as may be required by non-waivable provisions of the Alabama LLC Law)

Section 9.4. **Place of Meetings.** All meetings shall be held at the principal office of the Company or at such other place as may be designated by the Board of Managers. At each meeting of Members, the Class A Members present or represented by proxy shall elect such officers and adopt such rules for the conduct of such meeting as they shall deem appropriate.

Section 9.5. **Action Without Meeting.** The Board of Managers may, and upon written request of Members holding twenty percent (20%) or more of the Units shall, submit any matter upon which the Members are entitled to act to the Members for a vote by written consent, without a meeting and without prior notice. The action to be so taken shall be deemed approved if written consents describing the action to be taken, signed by Members holding the minimum Units that would be necessary to authorize or take such action at a meeting at which the Members entitled to vote thereon were present and voting, are delivered to the Board of Managers for inclusion in Company records. Such action shall be deemed taken when the Members holding the minimum Units necessary to authorize or take such action have signed the consent (unless the consent specifies a different effective date).

Section 9.6. **Quorum.** The presence in person or by proxy of Members holding in excess of 50% of the then outstanding Units of the Company shall constitute a quorum at all meetings of the Members. If a quorum is present, the affirmative vote of the Members holding a Majority in Interest of all Class A Members (not merely a majority of the quorum) shall be the act of the Members, unless the vote of a greater proportion or number is otherwise required by the Alabama LLC Law, by the Certificate, or by this Agreement.

Section 9.7. **Management of the Company.** No Member in his capacity as such shall take part in the management or control of the business of the Company or transact any business in the name of the Company. No Member shall have the power or authority to bind the Company or to sign any agreement or document in the name of the Company. No Member shall have any power or authority with respect to the Company except insofar as a vote or consent of the Members shall be expressly required by this Agreement. The exercise by the Members of any of its voting or other rights pursuant to and in accordance with this Agreement shall not constitute participating in or management or control over Company business.

Section 9.8. **Waiver of Notice.** When any notice is required to be given to a Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE X

TRANSFER OF INTEREST

Section 10.1. Transfer.

(a) The term "transfer," when used in this Article with respect to a Unit, as the case may be, shall be deemed to refer to a transaction by which the owner of a Unit directly or indirectly transfers the same to another Person and includes a sale, assignment, gift, exchange, or any other disposition.

(b) No Member shall transfer any Unit without the consent of the other Members. Additionally, the members of any Member shall not transfer any membership Units in such Member (an "Indirect Interest") without the consent of the other Members, except as provided in this Agreement; provided, however, that each of WLLC and BSLLC may transfer its Units to (A) an Affiliate of either WLLC or BSLLC, as applicable, (B) the individual owners or members of such Members or to the spouses, parents, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such individual owners or members of such Members (collectively, "Family Members"), (C) a trust under which the distribution of Units may be made only to such Members and/or any Family Members, (D) a charitable remainder trust, the income from which will be paid to such Members, the owners or members of such Members or Family Member during his life, (E) a corporation, partnership or limited liability company, the stockholders, partners or members of which are only such Members and/or Family Members, or (F) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees or beneficiaries (and such transferees will be admitted as a Member upon compliance with Section 10.3(a) thereof) ((A) through (F) each, a "Permitted Transfer"). Any purported transfer of such Unit or Indirect Interest not permitted hereunder shall be void and of no effect and the purported transferee shall have no rights as a Member in the Company and no other rights against or with respect to the Company. Notwithstanding anything contained herein to the contrary, any Permitted Transfer that impacts the Company's third party licenses shall not be permitted hereunder.

Section 10.2. Rights of First Refusal.

(a) If a Member receives a bona fide offer from a third party for the purchase of all but not less than all of its Units and it desires to sell same, the other Members of the Company shall have the right and option to purchase such Units at the same price and upon the same terms and conditions as are contained in the offer from such third party. If the Member wishes to sell pursuant to such offer, it shall give written notice to the other Members of its desire to sell. Such notice shall specify the Units which the Member owns and proposes to sell, the name and address of the proposed buyer, and the price and other terms of the sale contained in the proposed buyer's offer.

(b) If any of the other Members desire to buy the Units of the selling Member, such non-selling Members shall notify the selling Member in writing within thirty (30) days after the receipt of notice of sale. Notice from such non-selling Members shall indicate the Units each

such non-selling Member has elected to purchase. Such Units shall be divided among the purchasing Members in the ratio in which each such purchasing Member's Units bears to the total Units owned by all the other purchasing Members; provided, however, if any one or more of the purchasing Members does not purchase its full proportionate share of the Units of the selling Member, the unaccepted portion of such Units may be purchased proportionately by those of the purchasing Members who wish to purchase the balance of such Units or upon such basis as the purchasing Members shall mutually agree. If one or more of the other Members exercises its option pursuant to Section 10.2(a), the transaction shall be consummated at a "closing" which shall take place at a mutually agreeable time and place within ninety (90) days after such exercise.

(c) If the Member receives from a third party a bona fide offer to purchase his Units, and if the other Members do not exercise their option to purchase the selling Member's Units pursuant to Section 10.2(a) hereof, the Company shall have the right and option to purchase all of its Units at the same price and upon the same terms and conditions as are contained in the offer from such third party. If the Member wishes to sell pursuant to such offer, it shall give written notice to the Company of its desire to sell, and in such notice, specify the Units the Member owns, the name and address of the proposed buyer, and the price and terms of sale contained in the proposed buyer's offer.

(d) The Company shall have the right at any time within sixty (60) days after receipt of such written notice from the Member, to exercise its option to purchase the Units which the Member proposes to sell, at the price and upon the terms set forth in such Member's written notice. If the Company exercises such option, it shall do so by written notice to the Member, and the transaction shall be consummated at a "closing" which shall take place at a mutually agreeable time and place within ninety (90) days after the Company exercises its option. If the Company does not give written notice of acceptance of the option within such sixty (60) day period, then it shall conclusively be deemed to have rejected its option to purchase the Units.

(e) If the Company shall fail or refuse to exercise its option to purchase all of the selling Member's Units pursuant to Section 10.2(c) within the sixty (60) day period allowed therefor, the selling Member shall thereafter be free to dispose of its Units upon the terms and conditions set forth in the sale notice for a period of thirty (30) days following the expiration of all of the rights of the Company. If such disposition is not effected by the selling Member within thirty (30) days, the Units owned by it shall remain subject to all terms and provisions of this Agreement.

Section 10.3. Admission of Substituted Member. Notwithstanding any other provision of this Agreement, a transferee (including an assignee) of a Unit may become a substituted Member with respect to such transferred Units only if all of the following conditions are satisfied:

(a) the parties to such transfer have executed an instrument of transfer satisfactory to the Board of Managers which sets forth the intentions of the transferring Member that the transferee succeed to the transferring Member's Units;

(b) if applicable, the transferring Member shall have fulfilled the requirements of Section 10.2;

(c) the transferee shall have paid all reasonable legal fees and filing costs incurred by the Company in connection with his substitution as a Member;

(d) the Board of Managers shall have consented in writing to such substitution;

(e) the transfer shall comply with federal and applicable state securities law;

(f) the transferee of the Units represents, warrants and acknowledges to the Company and the Board of Managers that it is acquiring the Units solely for its own account, for investment purposes and not with a view to or for resale in connection with any distribution thereof; it understands that such Units has not been registered under the Securities Act of 1933 by reason of specific exemptions under the provisions thereof; and it understands that the Company and the transferring Member are relying upon the foregoing representations for the purpose of determining whether the sale or transfer of the Units meets the requirements for such exemptions; and

(g) the transferring Member has delivered to the Company an Opinion of Counsel, in form and substance satisfactory to the Board of Managers, to the effect that such transfer complies with the conditions set forth in clauses (e) and (f) of this Section 10.3.

If clauses (a) - (g) of this Section 10.3, as applicable, are not satisfied, then the transferee is merely an assignee of the Units. The requirements of this Section 10.3 (other than Section 10.3(a)) shall not apply to a Permitted Transfer.

Section 10.4. General Transfer Provisions.

(i) All transfers pursuant to this Agreement shall be by instrument in form and substance satisfactory to counsel for the Company and shall contain an expression by the transferee of its intention to accept the assignment and to accept and adopt all of the terms and provisions of this Agreement, as the same may have been amended, and shall provide for the payment by the transferor of all reasonable expenses incurred by the Company in connection with such assignment, including, without limitation, the necessary amendments to this Agreement to reflect such transfer. The transferor shall execute and acknowledge all such instruments, in form and substance reasonably satisfactory to the Company and its counsel, as may be necessary or desirable to effectuate such transfer.

(ii) Promptly upon request therefor by the Board of Managers, a transferee of an interest in the Company shall provide the Board of Managers with the information specified in Regulation Section 1.743-1(k)(2) (or any successor provision) in the manner specified by such regulation, whether or not an election under Code Section 754 is in effect with respect to the Company, and any other information reasonably requested by the Board of Managers in connection with adjustments made under Code section 743 or an election made under Code section 743(e).

ARTICLE XI

RESIGNATION OF MEMBERS

Each Member covenants and agrees that it will not voluntarily withdraw or resign from the Company as a Member, within the meaning of the Alabama LLC Law, effective at any time prior to the dissolution of the Company, except in connection with any transfer of a Member's Units in compliance with Article X hereof.

ARTICLE XII

DISSOLUTION AND WINDING UP

Section 12.1. **Generally.** During its term, the Company shall continue unless the Members agree to its termination, and no Member shall file or pursue with respect to the Company any dissolution or liquidation, unless this Agreement specifically provides for such termination.

Section 12.2. **Dissolution.**

(a) The business of the Company shall be terminated, its affairs wound up and its property and assets distributed on the earlier to occur of the following (each, a "Liquidating Event"):

(i) a determination by the Members that the Company shall be terminated;

(ii) bankruptcy or insolvency of the Company;

(iii) the sale or other disposition of all or substantially all of the property and assets of the Company; or

(iv) any other event causing dissolution of the Company under the Alabama LLC Law.

(b) The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company shall not cause the dissolution of the Company.

Section 12.3. **Bankruptcy and Insolvency.** For the purposes of this Agreement, bankruptcy shall be deemed to have occurred when the Company or a Member files or suffers a voluntary or involuntary petition under any federal or state bankruptcy law or such a. petition is filed against a Member or the Company and is not dismissed within a period of sixty (60) days from the date of filing; or makes a general assignment for the benefit of creditors; or suffers the appointment of a receiver for all or substantially all of its assets; and insolvency shall be deemed to have occurred when the assets of the Company are insufficient to pay its liabilities as they mature and such entity shall so admit in writing.

Section 12.4. **Winding Up.** As expeditiously as possible following the occurrence of a Liquidating Event, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the assets have been distributed pursuant to this Section 12.4 and the Company has terminated. The Board of Managers shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the Company's liabilities and assets, shall cause the assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors other than Members;

(b) Second, to the payment and discharge of all of the Company's debts and liabilities to Members;

(c) The balance, if any, to the Members in accordance with the order and priority set forth in Sections 6.1(b) and (b) of Article VI, after giving effect to all contributions, distributions, and allocations for all periods.

It is the intent of the Members that the allocations provided in Section 5.2 and the other provisions of Article V result in the distributions required pursuant to Section 6.1(b) being in accordance with positive Capital Accounts as provided for in the Regulations under Code Section 704(b). However, if after giving hypothetical effect to the allocations required by Section 5.2, the Capital Accounts of the Members are in such ratios or balances that distributions pursuant to Sections 6.1(b) and (c) would not be in accordance with the positive Capital Accounts of the Members as required by the Regulations under Code Section 704(b), such failure shall not affect or alter the distributions required by Sections 6.1(b) and (c). Rather, the Board of Managers will have the authority to make other reasonable allocations of Profit and Loss, or items of income, gain, loss or deduction among the Members which, to the extent possible, will result in the Capital Accounts of each Member having a balance prior to distribution equal to the amount of distributions to be received by such Member pursuant to Sections 6.1(b) and (c).

Section 12.5. **Termination of Company.** Upon the completion of the distribution of Company assets as provided in Section 12.4, the Company shall be terminated, and the Certificate shall be cancelled and such other actions as may be necessary to terminate the Company shall be taken.

Section 12.6. **Reasonable Time for Winding Up.** A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 12.4 in order to minimize any losses otherwise attendant upon such winding up.

Section 12.7. **Return of Capital.** No Member shall be liable for the return of the Capital Contributions of any other Member, or any portion thereof, it being expressly understood that any such return shall be made solely from Company assets.

Section 12.8. **Negative Capital Accounts.** On a liquidation of the Company, no Member shall be required to pay to the Company or to any other Member any deficit amount in their Capital Account (such Account to be determined after the allocation of items provided for in Article V). Additionally, no Member shall be required to pay to the Company or to any other Member any deficit balance which may exist from time to time in such Members' Capital Account.

ARTICLE XIII

ACCOUNTING AND RECORDS

Section 13.1. **Books and Records.** The Company's books and records shall be kept at the Company's principal place of business. The Company's books of account shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company's business in accordance with generally accepted accounting principles consistently applied. The Company shall use the method of accounting in the preparation of its annual reports and for tax purposes as the Board of Managers shall determine and shall keep its books accordingly. The expenses chargeable to the Company shall include only those which are reasonable and necessary for the ordinary and efficient operation of the Company's business. Each Member hereto shall, at its sole expense, have the right, at any time without notice to the other Member hereto, to examine, copy and audit the Company's books and records during normal business hours.

Section 13.2. **Reports**.

(a) The Board of Managers shall within one hundred and twenty (120) days after the end of each calendar year send to each Person who was a Member at any time during the year then ended such tax information as shall be necessary for inclusion by such Member in his federal income tax return and required state income and other tax information.

(b) Within one hundred and twenty (120) days after the end of each year, the Board of Managers shall send to each Person who was a Member at any time during the year then ended an annual report including the balance sheet of the Company as of the end of such year and statements of operations, changes in Members' capital and cash flow, all of which shall be prepared in accordance with generally accepted accounting principles consistently applied. The annual report shall set forth distributions to the Member for the period covered thereby and shall separately identify distributions from Net Cash Flow, and the amount of such distributions released from Reserves established in a prior period.

Section 13.3. **Tax Returns.** The Company's accountants shall prepare all income and other tax returns of the Company and shall cause the same to be filed in a timely manner.

Section 13.4. **Partnership Representative.** WLLC or its designee is hereby designated the "partnership representative" as that term is used in Section 6223(a) of the Code (in such capacity or any other similar position under applicable state or local law, the "Partnership

Representative"). The Partnership Representative shall appoint the "designated individual" within the meaning of Regulation Section 301.6223-1, and such "designated individual" shall be subject to the requirements and obligations of the Partnership Representative. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in all disputes, controversies or proceedings with the Internal Revenue Service and the Alabama Department of Revenue, subject to the provisions in this Section 13.3.

The Partnership Representative shall not, without the consent of the Managers, take any material action in its capacity as Partnership Representative, including (i) entering into a settlement agreement or making any election with the Internal Revenue Service which binds the Company or a Member, including extension of the Company's statute of limitations; (ii) filing any request for administrative adjustment pursuant to Section 6227 of the Code; or (iii) filing suit pursuant to Section 6234 of the Code. In the event that the Managers not approve or agree with a determination made by the Partnership Representative under this Section 13.4, the determination of the Managers shall govern.

The Partnership Representative shall keep the Members informed of all significant matters that may come to its attention in such capacity by giving notice thereof on or before the fifth business day after becoming aware thereof and, within that time, shall forward to each Member copies of all significant written communications it may receive in that capacity.

In the event the Company is liable for any "imputed underpayment" within the meaning of Section 6225 of the Code, or any similar provision of state, local or non-U.S. law, with respect to items of Company income, gain, loss, deduction or credit, the Partnership Representative shall, with the consent of the Managers, make the election under Section 6226(a) of the Code within 45 days after the date of the notice of final partnership adjustment in the manner provided by the Internal Revenue Service. If such an election is made, the Partnership Representative shall engage an independent certified public accountant or tax attorney to assist in the determination of each Member's share of the adjusted items as determined in the notice of final partnership adjustment, and the Partnership Representative shall furnish to each Member for the year under audit a statement reflecting the Member's share of the adjusted items as determined in the notice of final partnership adjustment, and each such Member shall take such adjustment into account as required under Section 6226(b) of the Code and shall be liable for any related interest, penalty, addition to tax, or additional amount. If the Company does not make an election under Section 6226 of the Code or such election is ineffective or revoked, and the Company is held directly liable for any imputed underpayment, additional income tax, or additional amount under the Code or other applicable law as a result of an adjustment to any of the Company's federal, state or local income tax returns, including any interest, penalties, costs or expenses incurred by the Company with respect to any such adjustment (collectively, an "Imputed Tax Underpayment"). The Partnership Representative shall engage an independent certified public accountant or tax attorney to assist in the determination of each Member's share of the Imputed Tax Underpayment. Notwithstanding anything herein to the contrary, if any portion of an Imputed Tax Underpayment is attributable to a former Member, such portion of the Imputed Tax Underpayment shall be treated as a Withholding Tax Payment with respect to both such former Member and such former Member's assignee(s) or transferee(s), as applicable, and the Manager may, in its sole discretion, exercise the Company's rights pursuant to this Section 13.4 in respect of such former Members and its assignee(s) or transferee(s). The Manager may cause such allocations to be made among the Members and/or

adjust Capital Accounts as necessary to reflect any items of income or loss associated with an Imputed Tax Underpayment.

Each Member and former Member will cooperate fully with the Partnership Representative with respect to any disputes, controversies or proceedings with the Internal Revenue Service or the Alabama Department of Revenue, including providing the Partnership Representative with any information reasonably requested to comply with and make elections under the applicable audit rules. This Section 13.4 will survive a Member's ceasing to be a member of the Company and/or the termination, dissolution, liquidation and winding up of the Company. Any reference to a Member in this Section 13.4 shall include former Members where applicable.

Section 13.5. Federal Tax Elections. The Company, in the sole discretion of the Board of Managers, may make all elections for federal tax purposes, including, but not limited to, an election to adjust the basis of the assets of the Company pursuant to Section 754 of the Code, and the adoption of accelerated depreciation or cost recovery methods, required or permitted to be made by the Company under the Code. A Member who acquired all or a part of his Units by a transfer with respect to which an election is not in effect under Code Section 754, and to whom a transfer of property is made with respect to the transferred Units within two years after such transfer, may make the election to adjust the basis of the distributed property as provided in Code Section 732(d).

Section 13.6. Fiscal Year. The Fiscal Year of the Company shall be the calendar year, unless otherwise approved by the Board of Managers or required under the Code. As used in this Agreement, a Fiscal Year shall include any partial Fiscal Year at the beginning and end of the Company term.

Section 13.7. Bank Accounts. The bank accounts of the Company shall be maintained in such banking institutions as shall be determined by the Board of Managers. Withdrawals shall be made only in the regular course of Company business and as otherwise authorized in this Agreement on such signature or signatures as the Board of Managers may determine. The funds of the Company shall not be commingled with the funds of any other person or employed in any manner except for the benefit of the Company.

Section 13.8. Contracts. The Board of Managers may authorize any Member or agent of the Company to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

ARTICLE XIV

INDEMNIFICATION

Section 14.1. Indemnification by the Company.

(a) To the fullest extent permitted by the Alabama LLC Law, each Manager and each Member and all officers, directors, agents, affiliates, employees and other representatives of each Manager and each Member (individually, an "Indemnitee") shall be indemnified and held harmless by the Company on an after-tax basis from and against any and all losses, claims, damages, liabilities, whether joint or several, disbursements (including legal fees and

disbursements), judgments, fines, settlements and other amounts (collectively, "Costs") arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise, by reason of its status as a Manager or Member of the Company or as an officer, director, agent, affiliate, employee or other representative of such Manager or Member, in each case related to the conduct of the Company's business, regardless of whether the Indemnitee continues to be a Manager or Member or an officer, director, agent, affiliate, employee or other representative of such Manager or Member at the time any such liability or expense is paid or incurred, if the Indemnitee's conduct did not constitute actual fraud, gross negligence, or willful or wanton misconduct. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Indemnitee acted fraudulently or with gross negligence or willful or wanton misconduct.

(b) To the fullest extent permitted by law, expenses incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding subject to indemnification under this Section 14.1 shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of any undertaking by or on behalf of the Indemnitee to repay such amount in the event the Indemnitee is determined not to be entitled to indemnification pursuant to this Section 14.1 or otherwise pursuant to applicable law.

(c) The indemnification provided by this Section 14.1 shall be in addition to any other rights to which those indemnified may be entitled under any agreement, pursuant to any vote of the Members, as a matter of law or otherwise, as to action in the Indemnitee's capacity as a Manager or Member or as an officer, director, agent, employee or other representative of such Manager or Member, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall benefit the heirs, successors, assigns and administrators of the Indemnitee.

(d) Any indemnification hereunder shall be satisfied solely out of the assets of the Company. In no event may an Indemnitee subject any Member to personal liability by reason of these indemnification provisions.

Section 14.2. Liability to Company and Members. Neither a Member nor any agent, affiliate, employee or other representative of a Member shall be liable to the Company or to any Member for losses sustained or liabilities incurred as a result of any act or omission if such act or omission is such that such Member or such other person would be entitled to indemnification under Section 14.1 with respect to Costs relating to such act or omission.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Amendment. This Agreement may only be amended with the unanimous consent of the Class A Members, except that the Board of Managers may amend Schedule A from time to time to reflect changes to such schedule that are otherwise in accordance with this Agreement or as otherwise permitted in this Agreement; provided, however, any

amendment which would materially affect the obligations of or benefits to the Class B Members shall also be approved by the holders of the majority of the Class B Units.

Section 15.2. Addresses and Notices. All communications or notices provided for or permitted hereunder shall be in writing, and may be personally delivered (including delivery by private courier services), or sent by facsimile, telecopy or other direct written electronic means, charges prepaid, by overnight express mail, charges prepaid, or delivered through the United States mail, postage prepaid, return receipt requested, to the Members entitled thereto at the addresses set forth on Schedule A or to such other address for either Member as such Member may from time to time designate to the other in such manner.

Section 15.3. Applicable Law. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Alabama.

Section 15.4. Company Property; No Partition.

(a) All property owned by the Company, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, by itself, shall have any direct ownership interest in such property.

(b) No Member or successor in interest to any Member may have any property of the Company partitioned, or file a complaint or institute any proceeding at law or in equity or have the property partitioned, and each Member for itself, its successors, representatives, and assigns, hereby waives any right to proceed under any applicable law or otherwise to partition any Company property. Any creditor of a Member shall have recourse only against such Member's Units in the Company, but such creditor shall not have any recourse against the property of the Company.

Section 15.5. No Benefit to Third Parties. The provisions of this Agreement shall not be construed for the benefit of or enforceable by a person or entity not a party hereto, including but not limited to any creditor of any Member.

Section 15.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Members and their respective legal representatives, heirs, administrators, executors, successors and assigns.

Section 15.7. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

Section 15.8. Additional Documents. Each Member agrees to perform all further acts and execute, acknowledge and deliver any documents which may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

Section 15.9. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

Section 15.10. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

Section 15.11. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

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

JWW Agricultural, LLC, an Alabama limited liability company

By: _____
Its: Manager

BASMIT, LLC, an Alabama limited liability company

By: _____
Its: Manager

_____
Sterling F. Stoudenmire, IV

SCHEDULE A

MEMBERS

Member's Name	Made Initial Capital Contributions * ($)	Class A Units	Class B Units
JWW Agricultural, LLC 2660 Eastchase Lane, Suite 100 Montgomery, Alabama 36117	$50.00	47.5	0
BASMIT, LLC 2858 County Road 53 Tuskegee, Alabama 36083	$50.00	47.5	0
Sterling F. Stoudenmire, IV	$0.00	0	5
	$100.00	100.00%	

*The Members acknowledge and agree that upon a reconciliation of amounts spent by the Members to date in pursuit of Company purposes, the Capital Contributions of the Members shall be updated to reflect the amounts set forth in such reconciliation.

SCHEDULE B

BOARD OF MANAGERS

Manager (Appointing Member)	Address
James W. Wilson, III (WLLC)	2660 Eastchase Lane, Suite 100 Montgomery, Alabama 36117
William B. Wilson (WLLC)	2660 Eastchase Lane, Suite 100 Montgomery, Alabama 36117
James L. Bassett (BSLLC)	2858 County Road 53 Tuskegee, Alabama 36083
Hunter Smith (BSLLC)	2858 County Road 53 Tuskegee, Alabama 36083

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

12 - Business License and Authorization of Local Authorities

12.1 – Certified copies of the Applicant's business license.

Once the Applicant receives a license from the Commission, the Applicant will register with the appropriate local and state taxing authorities in order to comply with the regulations and remit the appropriate monies. Once the Applicant receives its medical cannabis license from the Commission, the Applicant will request certified copies of the licensee's business license, if required by local authorities. The Applicant has provided resolutions or ordinances by local authorities and will continue to work with the local jurisdiction to ensure the Applicant receives any other approvals necessary to operate the business in the community, including but not limited to, as necessary, any local ordinance or resolution approving the operation of medical cannabis facilities there and approving the Applicant's business presence in the local jurisdiction.

12.2 – Resolution(s) or ordinance(s) by local jurisdiction(s) (County or Municipality, as appropriate) approving the Applicant's business presence in each applicable local jurisdiction.

The Applicant has included resolutions for each County it will operate its medical cannabis facility. See the attachment documents of resolutions (identified as "Resolutions – Attachment to Exhibit 12, Section 12.2").

City of Daphne ..... Page 3
City of Enterprise ..... Page 4
City of Montgomery ..... Page 6
City of Greenville ..... Page 7
City of Union Springs ..... Page 8
City of Troy ..... Page 9

The Applicant has also included letters of support from various leaders within the great state of Alabama, our community The letters represent support for the Applicant, our location, and our vision, mission and values as respected business leaders who want to

follow the spirit of the law and continue to provide support to residents in need. See letters of support attached (identified as "The Applicant's letters of support – Attachment to Exhibit 12, Section 12.2")

Senator Melson ..... Page 10

Senator Beasley ..... Page 11

Alabama State Representative, Joe Lovvorn ..... Page 12

Director, Macon County Economic Development Authority, Joe Turnham Page 13

President of Grow Southeast Alabama, David Padgett..... Page 14

Fire Chief, Union Springs Volunteer Fire Department, Rob Cameron..... Page 15

River Bank & Trust, Region President, Gene Crane..... Page 17

Troy Bank & Trust, SVP, Commerical Banking, Charles Reynolds..... Page 18

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022-65

AN ORDINANCE AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CITY OF DAPHNE

WHEREAS, on May 17, 2021, Alabama Governor Kay Ivey signed the Darren Wesley "Ato" Hall Compassion Act (the "Act") into law, legalizing and creating a regulatory framework for medical cannabis, and such Act has been codified as Code of Alabama , §§ 20-2A-1, *et seq.*; and

WHEREAS, the Act provides for the medical use of medical grade products that contain a derivative of cannabis by patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operations, thus addressing any health, safety, or welfare concerns of the citizens of the City of Daphne; and

WHEREAS, the location of a dispensary within the corporate limits of Daphne will bring the potential of new employment opportunities for Daphne's citizens; and

WHEREAS, a dispensary would be required to obtain a business license and remit sales taxes to the City of Daphne, thus creating new revenue; and

WHEREAS, the City Council of the City of Daphne previously adopted Resolution 2022-49 on September 19, 2022, to authorize medical cannabis dispensaries within the City of Daphne, but upon further review it has been determined that the Act requires that the governing body of a municipality must adopt an ordinance authorizing the operation of such dispensaries before any such business can operate in the municipality; and

WHEREAS, the City of Daphne wishes to ratify its prior action by adopting this Ordinance authorizing the operation of medical cannabis dispensing sites within the corporate limits of the City of Daphne, subject to zoning, business license, and other revenue and police power requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, that, in accordance with the Act, a holder of a license granted by the State of Alabama pursuant to the Act is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Daphne, subject to the provisions of the Act and other applicable state law, and further subject to any applicable ordinance of the City of Daphne, including, without limitation, applicable zoning regulations and business license requirements as the same are applied to other businesses operating as a pharmacy.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 5th DAY OF December, 2022.

Robin D. LeJeune, Mayo

ATTEST:

Candace G. Antinarella, CMC, City Clerk

ORDINANCE 10-18-22
AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES

WHEREAS, in the 2021 Legislative Session, the State of Alabama Legislature passed Act No. 21-450 (sometimes referred to as the "Act") legalizing and creating a regulatory framework for medical cannabis; and,

WHEREAS, the Alabama Legislature made the following findings of fact:

1. "Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."

2. "There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under supervision of a physician licensed in this state."

3. "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments."

WHEREAS, this Act requires the governing body of any municipality to authorize by ordinance the operation of the dispensing sites within the corporate limits of the municipality; and,

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Enterprise, thus increasing revenue; and,

WHEREAS, the City of Enterprise wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Enterprise to assure its citizens can benefit from the medical and economic benefits of medical cannabis.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Enterprise, Alabama, as follows:

Section 1 – Authorization. In accordance with Alabama Code §20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Enterprise subject to the provisions of Act 21-450 and any relevant provisions of the code, ordinances, resolutions, rules and regulations of the City of Enterprise.

Section 2 – Other Rules, Regulations, etc. The operation of dispensing sites within the corporate limits of the City of Enterprise is hereby authorized subject to any applicable zoning restrictions the City of Enterprise may adopt pursuant to §20-2A-51(c)(3), and such operations may be further subject to any other laws, rules, regulations, resolutions and/or ordinances which may exist or be hereafter adopted.

Section 3. – Conflicting Ordinances/Resolutions. All code sections, ordinances, resolutions, rules and regulations, or parts of the same, of the City of Enterprise, which are in conflict with this Ordinance, are to the extent of such conflict, hereby repealed. Otherwise, unless in such conflict with any said code, ordinance, resolution, rule or regulation of the City, or parts thereof, this Ordinance supplements the same.

Section 4. – Provisions Severable. The provisions of this Ordinance are severable. If any section, subsection or provision shall be declared to be invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section, subsection or provision of this Ordinance.

Section 5. – Effective Date. This ordinance shall take effect upon its approval by the City Council, or upon its otherwise becoming law, but shall nevertheless be published as required by law.

Duly Passed and Adopted this 1st day of November, 2022.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

ORDINANCE 10-18-22 Page 2

Council Member Eugene Goolsby
District #2

Oppose
Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:
Beverly Sweeney
City Clerk

Transmitted to the Mayor this 2nd day of November, 2022.

Beverly Sweeney
City Clerk

ACTION OF THE MAYOR:

Approved this 2nd day of November, 2022.

William E. Cooper
Mayor

ATTEST:
Beverly Sweeney
City Clerk

ORDINANCE NO. 63-2021

AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY

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 a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates 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 Montgomery; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Montgomery will bring the potential of hundreds of new employment opportunities for the citizens of the City of Montgomery; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Montgomery, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Montgomery subject to any applicable zoning restrictions the City of Montgomery may adopt pursuant to §20-2A-51(c)(3).

ADOPTED this the 7th **day of** December **, 2021.**

STEVEN L. REED, MAYOR

ATTEST:

BRENDA GALE BLALOCK, CITY CLERK

63-2021

ORDINANCE 2022-03

AN ORDINANCE AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CORPORATE LIMITS OF THE CITY OF GREENVILLE.

WHEREAS, in the 2021 Legislative Session, the Alabama Legislature passed Act No. 21-450 (the "Act") legalizing and creating a regulatory framework for medical cannabis; and

WHEREAS, the Alabama Legislature made a number of findings of fact, including:

1. "Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."
2. "There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the supervision of a physician licensed in this state."
3. "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments", and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to regulate dispensary operations, thus addressing any health, safety or welfare concerns for the citizens of the City of Greenville; and

WHEREAS, the Act requires the governing body of any municipality by ordinance to authorize the operation of the dispensing sites within the corporate limits of the municipality; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Greenville, thus increasing revenue; and

WHEREAS, the City of Greenville wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Greenville to assure its citizens can receive the medical and economic benefits of medical cannabis.

NOW, THEREFORE, BE IT ORDAINED by the City Council (the "Council") of the City of Greenville, Alabama (the "City") as follows:

Section 1. In accordance with Alabama Code §20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act No. 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Greenville subject to the provisions of Act No. 21-450, and any relevant provisions of the *Code of Ordinances* of the City of Greenville and any applicable zoning restrictions the City of Greenville may adopt pursuant to §20-2A-51(c)(3), *Code of Alabama*.

Section 2. That this Ordinance shall become effective immediately upon its adoption, approval and publication as required by law.

ADOPTED AND APPROVED this the 12th day of December, 2022.

Dexter McLendon, Mayor

ATTEST:

Dee H. Blackmon

Dee Blackmon, City Clerk-Treasurer

RESOLUTION AUTHORIZING THE OPERATION OF MEDICAL CANNABIS OPERATIONS WITHIN THE CORPORATE LIMITS OF UNION SPRINGS

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 a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, the Act authorizes the Medical Cannabis Commission to regulate medical cannabis operations, (See, 20-2A-22, Code of Alabama), thus addressing any health, safety, or welfare concerns for the citizens of Union Springs; and

WHEREAS, the location of a medical cannabis operation within the corporate limits of Union Springs will bring the potential of hundreds of new employment opportunities for the citizens of Union Springs; and

WHEREAS, any medical cannabis operation would be required to comply with all current and future tax requirements to Union Springs, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNION SPRINGS, ALABAMA, that it authorizes the operation of medical cannabis operations within the corporate limits of Union Springs.

Mayor, City of Union Springs

ATTEST:
City Clerk, City of Union Springs

ORDINANCE 435

AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF TROY

WHEREAS, on May 17, 2021, the Governor for the State of Alabama singed the Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance 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 Troy; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Troy will bring the potential of hundreds of new employment opportunities for the citizens of the City of Troy; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Troy, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TROY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Troy, subject to any applicable zoning restrictions the City of Troy may adopt pursuant to §20-2A-51(c)(3).

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

Presiding Officer

ATTEST:
City Clerk

APPROVED this the 13th day of December, 2022.

Jason A. Reeves, Mayor

ATTEST:
City Clerk

ALABAMA STATE SENATE
ALABAMA STATE HOUSE
11 SOUTH UNION STREET, SUITE 732
MONTGOMERY, ALABAMA 36130-4600

TIM MELSON
SENATOR
DISTRICT 1
MONTGOMERY
(334) 261-0773
TIM.MELSON@ALSENATE.GOV

COMMITTEES:
EDUCATION POLICY, CHAIR
FINANCE & TAXATION EDUCATION, VICE CHAIR
AGRICULTURE, CONSERVATION, & FORESTRY
HEALTHCARE
RULES
TOURISM

December 27, 2022

Alabama Medical Cannabis Commission
Attn: Director John McMillan

Dear Director and Members,

I would first like to thank you for your commitment to fulfilling your duties on the commission and to the cause. I was honored to pass this legislation and have followed your work closely.

I'm writing to offer my endorsement of the application submitted by BSWMC, LLC dba Solis Alabama, in the integrated facility category.

Led by lifelong Alabamians, businessmen and farmers, BSWMC, LLC/Solis has the experience, integrity and commitment to excellence that are critical to becoming a license holder.

Should you choose to grant a license to BSWMC, LLC, I am certain that they will deliver on the hopes that I had when the legislation was passed - to bring needed relief to those Alabamians that may not have any other options.

Thank you again for your commitment to this cause and please give me a call if I can be of any assistance in the future.

Sincerely,

Tim Melson
Alabama State Senate
Senate District 1

ALABAMA STATE SENATE

ALABAMA STATE HOUSE
MONTGOMERY, ALABAMA 36130

ALABAMA

SENATOR BILLY BEASLEY
STATE SENATOR 28TH DISTRICT
P.O. BOX 606
CLAYTON, AL 36016
CLAYTON (334) 775-7657
MONTGOMERY (334) 242-7868
FAX (334) 353-8255

COMMITTEES:
FINANCE & TAXATION/GENERAL FUND
CONSTITUTION, CAMPAIGN FINANCE, ETHICS AND ELECTIONS
AGRICULTURE, CONSERVATION AND FORESTRY
HEALTH
ENERGY COUNCIL
MEDICAID JOINT COMMITTEE

December 23, 2022

Alabama Medical Cannabis Commission,

I believe that we have a unique opportunity to enhance the health and well being of Alabama citizens because of the medical cannabis law. I know for this to be a success, we must select farmers that have a proven track record in several different aspects of agriculture.

I have had the pleasure of serving District 28 in the Alabama Senate for the past 13 yea rs. Beck's Turf, Inc. (Jimmy and Wayne Bassett) and Smith Plant Farm (Hunter and Cope Smith) have been very successful in agribusiness even before I was elected.

They have formed an entity, BSWMC, LLC, along with Jim and Will Wilson to apply for an integrated license with the production facility to be located in Union Springs, AL. I feel confident they will be competent and timely in producing and delivering products to those in need.

If you have any further questions, please feel free to contact me.

Sincerely,

Billy Beasley

ALABAMA
HOUSE OF REPRESENTATIVES

11 S. UNION STREET, MONTGOMERY ALABAMA 36130

REP. JOE LOVVORN
DISTRICT 79
515 OGLETREE ROAD
AUBURN, ALABAMA 36830

DISTRICT: 334-501-7133
OFFICE: 334-242-7540
EMAIL: joe.lovvorn@alhouse.gov

Date:12/27/2022

RE: Letter of Support

To Whom It May Concern:

My name is Joe Lovvorn, and I am a member of the Alabama House of Representatives serving Lee County. I am writing this letter to the Alabama Medical Cannabis Commission, on behalf of BSWMC LLC dba SOLIS Alabama, who are applying for a license.

I have known the applicants for 25+ years. As the Legislature of Alabama has taken the necessary steps to ensure the safe implementation of our medical marijuana program, it is imperative that we enlist only those community members who have the integrity and high moral character to ensure the program's success as an aid to those in need. The applicants have a proven track record of success in Agribusiness and are exemplary residents of Alabama. I am confident they will conduct themselves in a manner worthy of Alabama's new medical program.

I am pleased to provide my support for BSWMC LLC to vouch for their good moral character and to ask the Commission to consider them for a license. Please do not hesitate to reach out to me with any questions you might have. I appreciate your due consideration.

Sincerely,

Joe Lovvorn

MACON COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

The New Diamond of the Interstate 85 Corridor

December 27, 2022

Alabama Medical Cannabis Commission

Dear Commissioners & Staff:

As Director of the MCEDA, I am pleased to offer this letter of support for an application from BSWMC, LLC (Solis Alabama) for an integrated permit to operate.

The team and partners of Solis Alabama are leading citizens and stewards of resources in East Alabama. Our area needs a win, and this operation could have immediate economic impact to several area counties in new investment and employment opportunities.

I have personally witnessed over the past year the dedication and care the Bassetts, and Wilsons and others have put forth to be part of this new Alabama industry.

Please give their application every due consideration.

Best regards,

Joe Turnham

Joe Turnham
Director

GROW SOUTHEAST ALABAMA

11 Counties United for Economic Development

12/21/22

Alabama Medical Cannabis Commission,

As Economic Development Director of Bullock County, I have helped get the City and the County approvals for the proposed use of property in Union Springs for BSWMC, LLC (doing business as Solis Alabama) for the purpose of manufacturing medical cannabis. I support this effort fully. The parties involved have decades of experience in agriculture and can make this project a successful and viable operation. I know with their backgrounds the products they produce, and manufacture will exceed the level of quality demanded by the Medical Cannabis Commission to serve those in need.

As current elected president of Grow Southeast Alabama I strongly support this agribusiness project. Grow Southeast Alabama represents 11 counties who are working together as a team for regional economic development. Grow SE Alabama is a model of regional cooperation that our local industries have grown to depend on. BSWM, LLC (doing business as Solis Alabama) meets the needs of one of our industry clusters, Agribusiness, that Grow Southeast Alabama is focused on.

I feel confident in BSWMC, LLC abilities to deliver the products needed with accuracy and quality.

David Padgett
President
Grow Southeast Alabama
Growsealabama.com

December 6, 2022

BSWMC, LLC

2600 East Chase Lane, Suite 100

Montgomery, AL 36117

Mr. Rob Cameron

Fire Chief

Union Springs Volunteer Fire Department

305 North Prairie Street

Union Springs, AL 36089

Dear Chief Cameron,

BSWMC, LLC is proposing to operate a medical cannabis cultivation, and product manufacturing facility in Union Springs, Alabama. BSWMC, LLC is committed to positively impacting the Union Springs community through supporting your local fire department. We understand through communications with you, BSWMC will be able to provide monetary support for your department.

The Union Springs Volunteer Fire Department protects over 3,000 residents of the City of Union Springs. Union Springs Fire Department also houses Bullock County Rescue that provides rescue and recovery operations for other Bullock County residents.

BSWMC would like to offer a monetary contribution to the Union Springs Fire Department to facilitate the department in acquiring additional training and equipment for their department.

This letter serves to acknowledge acceptance of our commitment to support the Union Springs Fire Department and Bullock County Rescue as a component of our plan to positively impact our community.

We look forward to building and continuing a partnership with you and the Union Springs Fire Department.

Sincerely,

Hunter Smith

Owner

BSWMC, LLC

Acknowledged by:

Mr. Rob Cameron

Fire Chief

Union Springs Fire Department

RIVER
BANK & TRUST

December 21, 2022

Alabama Medical Cannabis Commission
RSA Dexter Avenue Building
445 Dexter Ave, Suite 8040
Montgomery, Al 36104

Re: BSWMC, LLC

Dear Sir or Madam,

On behalf of River Bank and Trust, I would like to offer our support for BSWMC, LLC in its Cannabis application with the Commission. We are an Alabama based, full service community bank with offices throughout the State and assets exceeding $2.7 billion. We have a strong commitment to agriculture, an industry that plays a vital role in our local economies and communities. As such, it is our desire to work closely with BSWMC to underwrite its business plan in an effort to provide both construction and working capital facilities.

The members of this LLC are well known to us. We have had a very active banking relationship with Jim Wilson, III and Will Wilson for more than 10 years. This has included loans and deposit accounts which at times have been significant dollar amounts and all of this has been handled in an exemplary manner. We have an active banking relationship with Hunter and Cope Smith through their entity, Smith Plant Farm. Finally, we are very familiar with Jimmy and Wayne Bassett and their company, Beck's Turf Farm and also through a banking relationship we have with a charitable foundation in which Wayne Basset is involved.

I will welcome a call or email if there is any additional information I can provide. My phone number is 334-290-2686 and my email is gcrane@river.bank.

Sincerely,

Gene C. Crane
River Region President

7075 Halcyon Park Drive, Montgomery, AL 36117
P.O. Box 240938, Montgomery, AL 36124
Office: (334) 396-6565 Fax: (334) 396-6566

Member FDIC

Date: December 21, 2022

Alabama Medical Cannabis Commission
RSA Dexter Avenue Building
445 Dexter Avenue, Suite 8040
Montgomery, AL 36104

Re: BSWMC, LLC and The Wilson Family

To Whom it May Concern:

At the request of our customers, BSWMC, LLC and The Wilson Family, please be advised of the following information. Troy Bank & Trust currently has a demand deposit account in the name of BSWMC, LLC, which was opened earlier this summer at their request and has, since inception, been in good standing.

Troy Bank & Trust has had discussions with BSWMC, and their principals, concerning their plan of action in the medical cannabis business. Going forward, Troy Bank & Trust is willing to work with BSWMC and their principals to review and underwrite their business plan, corresponding financial information, and other relevant statistics to provide both construction and working capital credit facilities in addition to their continuing demand deposit activity.

In addition to working with BSWMC, Troy Bank & Trust has had the opportunity to work closely with The Wilson Family in other aspects of their businesses, including but not limited to, deposit accounts, treasury services, credit facilities, handling of cash, and fraud prevention.

If I can be of further assistance in the matter, please do not hesitate to contact me.

Sincerely,

Charles J Reynolds

Commercial Banking | SVP | Troy Bank & Trust

(c) 334.303.9202

(e) creynolds@troybankandtrust.com

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.

Sterling F. Stoudenmire IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

The Applicant's business is built on a solid foundation of palliative care that focuses on providing patients relief from pain and other symptoms of serious qualifying illnesses, no matter the severity of qualifying diagnosis or stage of disease. The ownership group is a diverse group of native Alabamians with a history of success throughout the state, both individually and as partners. Our current business interests are in agriculture, horticulture, retail operations, real estate, and finance throughout the state of Alabama. Our business and resources are based in Alabama, and we are active managers in them as we intend to be with cannabis. We have recruited like-minded individuals with proven success in cannabis to our team, including a CEO who is proud to have returned to Sweet Home Alabama. We are committed to building the premiere medical cannabis company for the state of Alabama.

The Applicant was an active participant in the rules making process to the extent allowable under the law through the established public comment procedures while seeking to provide input, guidance, and best practices nationally that would benefit all licensees. We are committed to set the standard for regulatory compliance and have developed deep knowledge and insight of SB46 ("The Wesley 'Ato' Hall Compassion Act"), the AMCC Rules and Regulations, the AL Dept of Agriculture and Industries Cultivation Rules, The AL Board of Medical Examiners Rule for Physician for Physician Certification, and local laws/ordinances.

All members of our team must be of the utmost integrity with a demonstrable record of commitment to compliance, compassion, excellence, and results on behalf of our patients. We know from experience that building a new business in a new industry, with rules and regulations still in their infancy is a challenge. We are ready, willing, and able to commit the people, capital and resources necessary to ensure long term success for all of our stakeholders: our patients, our partners, our workforce, and our community.

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

Business Structure:

BSWMC, LLC (the "Applicant") is a board of manager-managed Alabama limited liability companies organized and governed pursuant to the provisions of the Alabama Limited

Liability Company Act, Code of Alabama, 1975, Section 10A-5A-1.01 et. seq., as amended from time to time (the "Alabama LLC Law"). Its Entity members, §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) and BASMIT, LLC are also manager-managed Alabama limited liability companies organized and governed according to the Alabama law. The entities are governed by Alabama-resident managers appointed by duly executed and enforced operating agreements among the ownership members. The purposes of the Applicant are as follows:

(a) Investing in, applying for a license and operating certain businesses in the State of Alabama that grow, process and dispense medical cannabis, as well as derivative products associated with medical cannabis, where permitted by applicable laws;

(b) To borrow money and to evidence the same by notes or other evidences of indebtedness and to secure the same by mortgage, deed of trust, pledge or other lien or security interest in furtherance of any or all of the foregoing purposes of the Applicant;

(c) To enter into, perform and carry out contracts and agreements necessary, appropriate or incidental to the accomplishment of the foregoing purposes of the Applicant; and

(d) To do any other acts and things which may be necessary, appropriate or incidental to the carrying out of the business and purposes of the Applicant as described above, subject to the terms and conditions of its Limited Liability Company Agreement.

The Board of Managers shall have all specific rights and powers required for, or appropriate to the operation and management of the business of the Applicant, which shall include, but shall not be limited to, the right and power:

(a) to perform any and all acts necessary or appropriate in connection with the business of the Applicant;

(b) incurrence of indebtedness for borrowed money (including capitalized leases) outstanding principal amount at any point in time, including any indebtedness in connection with the financing or refinancing of the Applicant's business; provided however, no Member shall be required to guarantee such indebtedness without such Member's consent;

(c) to sell, lease, sublease, assign, convey, transfer, exchange or otherwise dispose of any property of the Applicant;

(d) to borrow money, whether on a secured or unsecured basis, or refinance, recast, modify, or extend any loan to the Applicant or which affects or is secured by the property and assets of the Applicant;

(e) to take and hold all property and assets of the Applicant, real, personal, and mixed, in the name of the Applicant;

(f) to cause the Applicant to execute and deliver deeds, deeds of trust, notes, leases, subleases, mortgages, bills of sale, financing statements, security agreements and any and all other contracts and instruments necessary or incidental to the conduct of the business of the Applicant and the financing thereof;

(g) to appoint one or more officers of the Applicant, including, without limitation, a §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) and to grant to such officers authority to manage the business and affairs of the Applicant in a manner which is consistent with the provisions of its Agreement;

(h) to grant to officers, agents, or other management personnel of the Applicant a power of attorney which would permit such persons to execute any and all contracts or other documents on behalf of and in the name of the Applicant, and except as provided in its Operating Agreement to take any actions for or on behalf of the Board of Managers;

(i) to coordinate all accounting and clerical functions of the Applicant and employ such accountants, lawyers, investment bankers, managers, agents, and other management or service personnel as may from time to time be required to carry on the business of the Applicant; and

(j) to determine the working capital needs of the Applicant.

Board of Managers shall not do any of the following without the unanimous consent of its Class A Members:

(a) perform any act in contravention of this Agreement or the Alabama LLC Law;

(b) perform any act required to be approved or ratified in writing by all or part of the Members under the Alabama LLC Law, unless the right to do so is expressly granted in this Agreement;

(c) borrow or allow a Member or an Affiliate to borrow from the Applicant except in accordance with its Operating Agreement;

(d) perform any act which would make it impossible to carry on the ordinary business of the Applicant;

(e) confess a judgment against the Applicant;

(f) possess Applicant property, or assign the Applicant's right in specific Applicant property, for other than a Company purpose;

(g) knowingly perform any act that the Board of Managers is aware would subject any Member to personal liability in any jurisdiction;

(h) change the Applicant from an Alabama limited liability company to any other type of business entity; or

(i) issue additional Units.

The Board of Managers may appoint officers of the Applicant including, without limitation, a president, vice president, secretary, and treasurer. In addition, the Board of Managers may from time to time appoint such other officers with such powers and duties as they shall deem necessary or desirable. Officers appointed by the Board of Managers do not have to be Members. The officers of the Applicant may be elected by the Board of Managers at any time. Each officer shall hold office until his or her successor is elected and qualified or until his death, resignation, or removal in the manner hereinafter provided. Any two or more offices may be held by the same person. In its discretion, the Board of Managers may leave unfilled any office. Election of an officer or agent shall not of itself create contract rights between the Applicant and such officer or agent.

Audited Books & Records: The Applicant's books and records shall be kept at the Applicant's principal place of business. The Applicant's books of account shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Applicant's

business in accordance with generally accepted accounting principles consistently applied. The Applicant shall use the method of accounting in the preparation of its annual reports and for tax purposes as the Board of Managers shall determine and shall keep its books accordingly. The expenses chargeable to the Applicant shall include only those which are reasonable and necessary for the ordinary and efficient operation of the Applicant's business. Each Member hereto shall, at its sole expense, have the right at any time without notice to the other Member hereto, to examine, copy, and audit the Applicant's books and records during normal business hours.

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Entity Org Chart:

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

The Applicant firmly believes that serving the interests of all stakeholders — patients, employees, communities, and the broader public — is not necessarily at odds with the imperative of profit. We have planned our business around the expectation of improved operating efficiencies and enhanced supply, which should ultimately result in a greater diversity of products with increasing effectiveness at lower prices for patients. The business strategy and goals reflect this objective, as outlined in the figure below.

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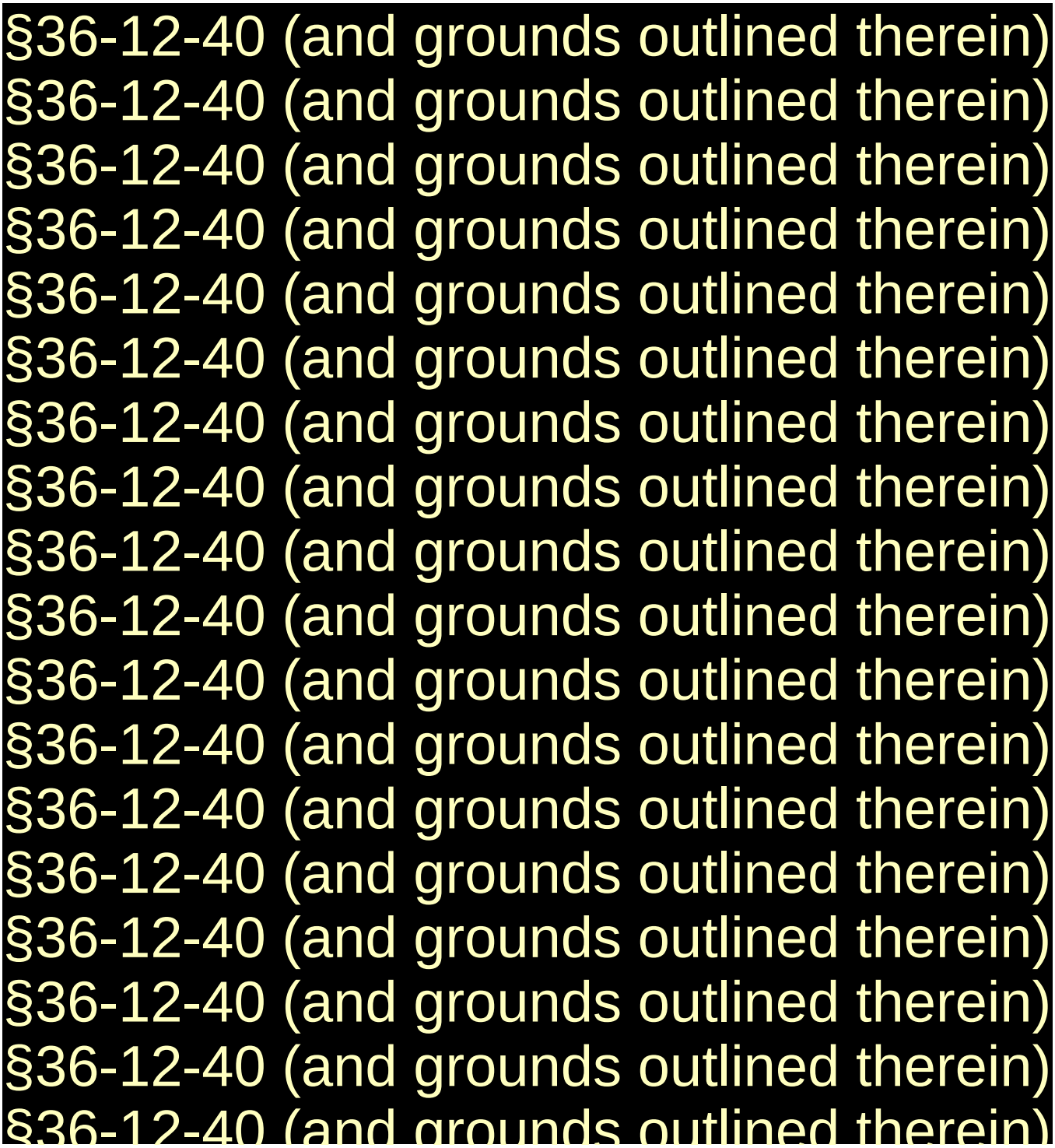
We will continuously improve our operating efficiencies through automation, and workforce productivity while simultaneously increasing the diversity of our product line. Further, we have intentionally designed our facilities to allow for future growth and expansion in the both the patient count and product categories.

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

BSWMC, LLC Organization Chart



Group/Role	Roles/Responsibilities	Reports To
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13.4 – Job descriptions of all managerial positions, showing clear delineation of authority, qualifications, and duties

CHIEF EXECUTIVE OFFICER

CHIEF EXECUTIVE OFFICER	
AUTHORITY	The Chief Executive Officer has the authority to set the vision, strategy, goals, objectives, organization, structure, communications, and culture of the organization. This authority requires ultimate accountability for the success of the organization and its compliance with applicable laws and regulations.
DUTIES	• Accountability to every party that interacts with the organization: Shareholders, Regulators, Employees, Customers and Suppliers • Develop the vision, mission, goals, and objectives of the

CHIEF EXECUTIVE OFFICER	
	organization with the Board of Directors, and exemplify, communicate, and execute them with vigor and integrity • Develop the company's culture and instill it in all employees • Select, Develop, Organize and Lead the Senior Management Team to operate the company in accordance with direction of the Board • Report to the board of directors and keep them informed • Execute all legal and regulatory requirements • Act as final arbiter of all decisions by/for the organization, with ultimate responsibility for all those made at every level • Allocate Resources to optimize growth, financial performance and longevity of Organization • Represent the organization as required, including attendance of important functions, industry events and public meetings and act as its spokesperson
QUALIFICATIONS	• Bachelor's or Masters' Degree in Business • 5+ years of C-level leadership role in cannabis industry • 20+ years professional experience in senior executive leadership roles • Proven track record of success in organizing, building, managing and scaling a profitable business from inception that is a trusted brand, business partner, and preferred participant in the community at large

VP, CULTIVATION

VP, CULTIVATION	
AUTHORITY	Authority to plan, lead, organize and control the entirety of the cultivation process, including the design/development of Greenhouse environments, IPM programs, Nutrient programs, Automation systems, Scheduling, Staffing, Genetics, Harvesting,

VP, CULTIVATION	
	Trimming and Drying of cannabis plants. This authority includes full accountabilities for all plants, plant movements, batching, tagging, and custody reporting via METRC.
DUTIES	• Plan, lead, organize and control the cultivation process from selection of genetics through to harvest, trim and dry. • Design and implement cultivation procedures, standards, methods and protocols. • Staff and oversee all phases of cultivation process including cloning, transplanting, feeding, cropping, flushing, spraying and trimming. • Set production goals, labor and material budgets in conjunction with the leadership team and communicate them to all key labor personnel. • Analyze, report and maximize net yield, labor productivity and cost per gram. • Communicate production or quality concerns to the leadership team in a timely manner. • Ensure all cultivation processes including but not limited to pre and post-harvest work areas are maintained according to the Company's Standard Operating Procedures. • Schedule preventative maintenance to ensure highest quality yields and minimize loss. • Provide process and system analysis for ongoing, continuous improvement initiatives. • Oversee plant tag inventory, internal audits, inventory input tracking, product reconciliations, and waste disposal as required by METRC and the company ERP system. • Maintain all employee, IPM and maintenance records for the

VP, CULTIVATION	
	cultivation department. • Ensure systemic compliance with state, local, and industry compliance requirements and regulations. • Assist state and local government auditors and law enforcement with inventory, sales, and compliance audits.
QUALIFICATIONS	• Bachelor's degree, preferably in Plant Sciences and/or Agriculture related disciplines • 10+ years of leadership experience in commercial horticulture or agronomic production in greenhouse environments • 5+ years of experience with automated systems (e.g., Priva, Argus) • 5+ year of experience diagnosing, preventing and treating plant health issues

VP, PRODUCTION

VP, PRODUCTION	
AUTHORITY	Authority to set Production Goals, select and implement Production Methods, Processes, and Equipment and oversee the operation of the facility. This authority requires accountability for output, quality, consistency, and cost of the entire supply chain.
DUTIES	• Lead, Plan, Organize and Control all operations in the Production Facility. • Select, Train, Develop, Mentor, and Guide Managers and other employees of the organization to achieve success. • Design, Build, and Implement the Production Facility, Processes, Methods, Measures, and Staffing. • Design, Implement, and Analyze Production statistics and report them to the Chief Executive Officer. • Manage all functionality related to Extraction, Processing, and Manufacturing (including Packaging).

VP, PRODUCTION	
	• Ensure all operational deadlines are met. • Establish and Manage vendor relationships/schedules • Ensure all operations meet and exceed state and local compliance and our established Standard Operating Procedures. • Be a visible, involved, and engaged leader to support employees throughout the Company.
QUALIFICATIONS	• Bachelor's Degree • 5+ years' experience in Regulated Industry Manufacturing • 3+ years' experience in Cannabis Industry Processing

VP, RETAIL	
AUTHORITY	Authority to Design, Direct, and Manage Retail Dispensary Operations. This authority requires accountability for Compliance, Patient Satisfaction, and Retail Operating Results.
DUTIES	• Plan, Lead, Organize, and Control Dispensary operations across multiple retail locations • Select, Train, Develop, and Mentor General Managers, Certified Dispensers, and other key retail personnel. • Oversee the day-to-day operations of the dispensary and retail facilities, managing key staff including but not limited to sales, patient services, customer experience, inventory, community relations, and state and local compliance. • Design, Implement, Manage and Measure retail standard operating procedures, performance goals, and marketing campaigns. • Regularly provide internal audits and inspections to ensure compliance. • Design, Develop, Deploy and Monitor retail KPI's and reporting.

VP, RETAIL	
QUALIFICATIONS	• 5+ years of Retail Management Experience • 2+ years of Cannabis Retail (Dispensary) Experience • Experience in Dispensary Compliance, Security and Cash Management

MEDICAL DIRECTOR

MEDICAL DIRECTOR	
AUTHORITY	Authority to oversee development of medical cannabis products as well as hiring, training, and evaluation of certified dispensers. Authority to audit, review, modify, and implement processes and procedures as required to ensure safety of all products and dispensary operations. This authority requires accountability for the safety, efficacy and compliance of all medical cannabis products.
DUTIES	• Mentor the Director of Retail, Dispensary Managers, and Certified Dispensers. • Implement relevant processes and procedures, represent medical safety reviews for audits and inspections. • Contribute to safety reports, evaluations and risk management assessments regarding our products and services to patients and caregivers. • Attend safety meetings and make any necessary recommendations for the prioritization of safety concerns. • Develop and provide training within specific areas of knowledge. • Coordinate and communicate with all levels of the organization to ensure processes are compliant with all regulatory requirements. • Regularly provide internal audits and inspections to ensure compliance. Interact with the Executive Management team on all business areas.

MEDICAL DIRECTOR	
QUALIFICATIONS	• Medical Doctor, Doctor of Osteopathy or ARNP • Experience treating patients suffering from Autism Spectrum Disorder (ASD), cancer-related cachexia, nausea or vomiting, weight loss, or chronic pain, Crohn's Disease, depression, epilepsy or a condition causing seizures, HIV/AIDS-related nausea or weight loss, panic disorder, Parkinson's disease, persistent nausea that is not significantly responsive to traditional treatment, except for nausea related to pregnancy, cannabis-induced cyclical vomiting syndrome, or cannabinoid hyperemesis syndrome, Post Traumatic Stress Disorder (PTSD), Sickle Cell Anemia, spasticity associated with a motor neuron disease, including Amyotrophic Lateral Sclerosis, spasticity associated with Multiple Sclerosis or a spinal cord injury, terminal illness, Tourette's Syndrome, or conditions causing chronic or intractable pain in which conventional therapeutic intervention and opiate therapy is contraindicated or has proved ineffective.

SECURITY DIRECTOR

SECURITY DIRECTOR	
AUTHORITY	Authority to design, develop, implement, and execute all aspects of security for the organization. This authority includes full accountability for safety and security of personnel, property, equipment, and assets of the organization. Authority to impose restrictions on personnel, equipment, access, and operations as required to ensure safety and security.
DUTIES	• Direct and oversee physical safety and security of the facilities, property and people including employees, vendors, contractors, patients, caregivers and visitors.

SECURITY DIRECTOR	
	• Perform Security Audits - Patrol, survey, and inspect property to guard against theft, fire, accidents, and vandalism. • Review camera footage regularly, ensure all security guards are manning their respective posts, authenticating all personnel on site, and welcoming patients/visitors. • Responsible for the communication with all officials (including but not limited to the AMCC, local Police, and Fire Department). • Build and manage a security team to provide exemplary security coverage. • Advise Executive Management, inspectors, the AMCC, and local leaders on security incidents/threats, and propose and recommend new technology, identify trends, and concerns, implement solutions and countermeasures. • Develop, coordinate, and conduct safety and security training, procedures, emergency response drills, and ensure that appropriate personnel are trained to respond to a variety of emergency situations. • Maintain and update the Emergency Response Plans as needed to be consistent with best practices for each Company location. • Develop, implement, and maintain a physical security risk management plan for all employees and facilities. • Develop training plans for security personnel and maintenance of security training records. • Conduct ongoing security evaluations and audits on and off hours to ensure constant improvement and compliance. • Monitor and authorize entrance and departure of employees, visitors, vendors, Commission members, inspection personnel and other persons to guard against them and maintain security of premises.

SECURITY DIRECTOR	
	• Respond to applicable alarms in a timely and effective manner – Ensure the Security Guard is trained to respond to any emergency response. Be the Emergency Response point of contact for local police, fire, and EMT in lieu of the Security Guard. • Review, approve and submit incident reports of daily activities and irregularities such as equipment or property damage, theft, presence of unauthorized persons, incidents, or unusual occurrences. Work with the Security Guards to ensure incident reports are accurate. Partner and work with local law enforcement, the Commission and inspection personnel as needed. • Maintain company standards of safety and security. • May be required to perform other duties as required.
QUALIFICATIONS	• 5+ years' experience in security management and performing supervisory responsibilities or highly responsible work relating to tasks assigned to this position. • Demonstrated knowledge of Professional Protection Best Practices. • Any professionally recognized certifications in the security related field. • Strong time management, record keeping, analytical and problem-solving skill. • First Aid, CPR, and AED certified.

COMPLIANCE DIRECTOR

COMPLIANCE DIRECTOR	
AUTHORITY	Full authority to ensure the organization's compliance with all applicable laws and regulations, with particular emphasis on

COMPLIANCE DIRECTOR	
	proactive compliance with AMCC rules. This position reports to the CEO but maintains a concurrent independent reporting relationship with the Board of Directors to ensure the authority to enforce compliance at any level of the organization as needed. Further, this role has the independent authority to report, discuss, and resolve and any and all compliance issues with the appropriate regulatory authority.
DUTIES	• Maintain full knowledge of all applicable laws, rules, and regulations. • Establish governance principles and compliance policy. • Establish compliance programs and supporting systems • Develop, deliver, and assess compliance training. • Evaluate and score compliance performance. • Ensure accuracy of Metrc system data for the organization. • Interface with local and state agencies to interpret applicable laws. • Ensure adherence to all applicable laws throughout operations. • Communicate all compliance developments to appropriate staff. • Supervise internal daily, weekly, and monthly inspections of facilities. • Develop and administer compliance audit checklists and preventative maintenance reviews within company-supported software. • Coordinate ongoing engagement with third party auditors. • Work with finance and security teams to ensure cross-functional adherence to all regulations. • Report the status of facility regulatory compliance to all appropriate management team members.

COMPLIANCE DIRECTOR	
	• Assist state and local government auditors and law enforcement with inventory, sales, facilities, and compliance audits.
QUALIFICATIONS	• Bachelor's degree required • Juris Doctorate or similar advanced degree preferred • 4+ experience in a legal, consulting, or regulatory affairs role required • Specific experience in the cannabis industry is a plus • Excellent problem-solving, time management, written, and verbal communication skills • Highly organized and detail oriented

CULTIVATION MANAGER

CULTIVATION MANAGER	
AUTHORITY	Authority to manage daily cultivation operations including: all plant fertigation, environmental, movements, maintenance, IPM, harvesting, and trimming. Authority to plan daily staffing, personnel, assignments, responsibilities, and reporting.
DUTIES	• Manage the cultivation process in a controlled environment. • Schedule and organize all cultivation activities, including staff scheduling, plant movements, fertigation, plant maintenance, IPM and harvest/trim activities. • Ensure complete control and accountability for all plant inventory in Metrc. • Document and execute a preventative maintenance regimen, maximizing the possibility of a successful harvest. • Maintain and improve operational policies for plant care and health/safety procedures. • Ensure consistent ongoing compliance, implement compliance

CULTIVATION MANAGER	
	procedures and lead/train staff on policies and procedures. • Maintain a safe, clean, and organized work environment.
QUALIFICATIONS	• Expert level knowledge of grow mediums, nutrient regimens, cultivation methodologies, environmental requirements, and cultivation techniques. • Experience with operating and maintaining greenhouse, automation, trimming, and drying equipment with a working knowledge of HVAC, electrical, and plumbing systems. • Experience with large-scale fertigation and nutrient management systems. • Experience with Metrc.

PROCESSING MANAGER

PROCESSING MANAGER	
AUTHORITY	Authority to manage all aspects of processing from raw plant material to finished concentrate. Authority to plan, develop, and implement all extraction processes, handling, storage, transfer, tracking, and maintenance of the extraction lab. Authority to hire, train, manage, and evaluate extraction techs. Accountability to ensure all products tracked in Metrc and are compliant with all applicable regulations and requirements.
DUTIES	• Oversee chemistry-related initiatives and development of products. • Oversee research and development to isolate biological active compounds from our plants. • Manage the process to further characterize these compounds. • Optimize the extraction of active components from plant samples via a variety of Company extraction techniques.

PROCESSING MANAGER	
	• Manage the extraction lab, equipment, materials, and Extraction Technicians daily. • Ensure Extraction Technicians are washing and sterilizing laboratory glassware and equipment properly. • Maintain lab processing equipment and ensure the extraction lab operates in a clean, organized manner meeting Good Manufacturing Practices. • Perform administrative tasks such as documenting machine maintenance, procuring equipment, and improving or developing safety guidelines for equipment use to ensure Good Quality Practices are being implemented. • Maintain records of product and inventory within Metrc. • Understand and execute within state and local regulations. • Maintain staff by hiring and training employees. • Promote a culture of safety.
QUALIFICATIONS	• Bachelor's Degree (Master's preferred) in organic chemistry or botanical extraction related field • 2 years of experience in a botanical extraction • Knowledge of extraction and processing equipment operations and repairs • Knowledge of Ethanol extraction methods • Proficient with Metrc and MS Office • Ability to read and use schematics related to manufacturing equipment.

MANUFACTURING MANAGER

MANUFACTURING MANAGER	
AUTHORITY	Authority to oversee daily operations of the Manufacturing process in the Production Facility. Authority to plan, execute, staff and

MANUFACTURING MANAGER	
	schedule production processes. This authority requires accountability for compliance with all AMCC Regulations related to packaging and labeling, operational efficiency, and maintenance of all facilities/equipment.
DUTIES	• Establish goals for production, coordinate a plan to meet those goals and ensure production stays on schedule. • Assure products meet quality standards and conforms to the Bill of Materials and Work Order. • Write production reports and analyze production data to optimize for efficiency. • Direct an efficient layout of equipment and flow of materials. • Ensure workers and equipment meet performance and safety requirements. • Hire, train, and assess the performance of workers. • Support workers as questions, concerns, or feedback arises. • Adhere to the Company's standards and practices set forth in the business plan and operating plans. • Ensure, above all else, the safety of all systems and personnel. • Ensure production information is correctly uploaded to Metrc through daily reconciliation and reporting.
QUALIFICATIONS	• 3+ years of Supervisory Experience • 5+ years of Manufacturing Experience

DISPENSARY GENERAL MANAGER

GENERAL MANAGER	
AUTHORITY	Authority to oversee day-to-day operations of a dispensary, including staffing, scheduling, procedures, marketing, promotions, and customer service. This authority requires accountability for

GENERAL MANAGER	
	compliance with all regulations, building appearance/cleanliness, comfort, functionality, safety, security, and customer experience.
DUTIES	• Select, Train, Develop, Mentor and Guide dispensary staff. • Schedule staff to ensure sufficient staffing for customer demand. • Coordinate and facilitate all the dispensary inventory level, stocking, merchandising, transactions, customer service, and reporting. • Plans, identifies, communicates, and delegates responsibilities to the certified dispensers to ensure a smooth flow of operations within the dispensary. • Drive the implementation of company programs by motivating the certified dispensers to implement plans that meet objectives. • Utilize Metrc and Cova POS to ensure accurate inventory and transaction reporting, perform daily reconciliations to identify and address issues. • Ensures compliance with all AMCC laws and regulations. • Manages community relationships to ensure a positive relationship with local officials.
QUALIFICATIONS	• 3+ years of Retail Management Experience

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

CULTIVATION TECH

CULTIVATION TECH	
AUTHORITY	Authority to conduct daily "plant touching" operations as directed by the cultivation manager. Authority to make entries in Metrc regarding plant movements, phase changes, location changes, and waste transactions.

CULTIVATION TECH	
DUTIES	• Taking Rooting Cuttings - Prepare cuttings for rooting media, maintain rooting conditions (humidity, media moisture, etc.), document strains, procedures, and data. • Mother Plant Maintenance - Top, prune, and replace mother plants to maintain healthy canopy growth and healthy clone stock. • Pot and Transplant - Prepare soil mixtures, initial propagation planting, plant transplanting, and transfer of plants. • Prune Vegetative and Flowering Plants - Top and prune plants consistent with company policy to achieve a hygienic garden and better overall yields. • Conduct general scouting during normal cultivation activities for potential contaminants or pests. • Trellis - Ensure appropriate plant structure and canopy support to maximize yields. • Harvest - Harvest prep, harvest plants, hang plants to dry. • Trim/Post Processing – Buck fresh harvest material, hand trim when necessary. • Maintain the cleanliness of grow areas, clean, and prepare cultivation areas for next cycle, reload next cycle of plants. • Assist in monitoring and documenting plant growth and environmental data. • Assist in bucking fresh harvest material or dry material in order to maintain production schedule. • General work required to maintain production standards and quality of worksite. • Make entries in Metrc for any and all plant activities including cloning, location Δ, phase Δ, harvest, maintenance, and destruction.

CULTIVATION TECH	
QUALIFICATIONS	• H.S. Graduate or GED • 2+ years in commercial horticulture preferred • Utilize computer and scan gun for METRC, CannaBusinessERP

HARVEST TECH

HARVEST TECH	
AUTHORITY	Authority to Harvest, Trim and Put Away (for Dry) cannabis plants in accordance with the schedule promulgated by the Cultivation Manager. Authority to record all harvested plant information in ERP system for upload to Metrc. This authority requires accountability for accuracy of harvest batch dates, identification, weights, and counts in Metrc.
DUTIES	• Cut and Hang plants to be harvested. • Transport plants to Trim Area. • Clean and sanitize bench for replanting. • Setup Harvest Batch in ERP/Metrc. • Record Wet Weight of each plant in ERP/Metrc. • Remove fan leaves from plants. • Setup, Load, and Operate Bucking machines to buck each plant to separate colas from stalks/stems. • Place colas on trays to be dried and rack trays. • Group and label trays by harvest and place in Dry Room. • Set and initiate Dry Cycle. • Clean all equipment and work areas.
QUALIFICATIONS	• Qualify for employment pursuant to AMCC badging requirements

EXTRACTION TECHNICIAN (ETOH)

EXTRACTION TECH	
AUTHORITY	Authority to operate extraction equipment in accordance with instructions of the Extraction Manager. This authority requires accountability for all input biomass, extracted output, and production batching, recording, labeling, and reconciliation in ERP/Metrc.

DUTIES	• Track Transfers, Testing, Production Batch, Yields, Oil, and Distillate transaction in Metrc.
	• Material storage, prep and inventory tracking.
	• Transfer & Grind biomass for extraction.
	• Safely manage, transfer and handle EtOH.
	• Load, Configure and Operate EtOH extraction equipment, including:
	  ○ Mobius Grinder
	  ○ CUP-5 EtOH Extractor
	  ○ Filtration Skid
	  ○ Reactor
	  ○ Rotary Evaporator
	  ○ Glass Thin-Film Still
	• Operate light lab equipment.
	• Clean and maintain Extraction equipment.
	• Maintain a clean and hygienic extraction lab.
	• Record production data.
	• Quality control and general product quality grading.
	• Final product weighing and packaging.
	• Prepare samples for State Laboratory Testing.

QUALIFICATIONS	• H.S Graduate or GED, Bachelor's degree preferred • 2+ years of lab experience preferred • Utilize computer for METRC, Canna BusinessERP, MS Office

EXTRACTION TECH	
	• Extraction experience preferred • Self-starter with accountability and effective time management • Organized and responsible

MANUFACTURING TECH

MANUFACTURING TECH	
AUTHORITY	Authority to prepare, package, label, case and organize packaged medical cannabis products. This authority requires accountability for compliance with all AMCC standards for packaging and labeling, as well as completeness and accuracy of production batch information in ERP/Metrc.
DUTIES	• Print labels and load filling/labeling machines. • Performing assigned product fill, label and assembly tasks. • Safely operate filling and labeling Equipment. • Conduct quality checks on the fill weights, label placement, label accuracy and compliance. • Adding finishing touches to the appearance of components. • Optimizing production efficiency by adjusting machinery and equipment settings as needed. • Performing minor repairs and reporting breakdowns in a timely manner. • Keeping equipment maintenance logs, as well as maintaining a safe and tidy work environment. • Updating production data in ERP/METRC and writing incident reports, if relevant.
QUALIFICATIONS	• High school diploma or GED • Working knowledge of computers and office software. • Strong technical and mechanical aptitude.

CERTIFIED DISPENSER

CERTIFIED DISPENSER	
AUTHORITY	Authority to ensure the safe and accurate dispensing of medical cannabis to a registered qualified patient or registered caregiver at the dispensary. Authority to record transactions in Cova Point-of-Sale system to track and sell medical cannabis. This authority requires accountability for products dispensed, patient dispensing records, and accuracy of patient/transaction information in Cova POS and Metrc.

DUTIES	• Scan and validate patient or caregiver's identification documents.
	• Dispense the type and amount recommended in the physician certification, and that the amount recommended will not exceed the 60-day daily dosage purchasing limit.
	• Enter information into Cova POS, the patient registry and Metrc as required by 583-x-8-.03.
	• Provide instructions, education and information on:
	  ○ proper administration of medical cannabis
	  ○ potential side effects
	  ○ potential drug interactions
	  ○ any other aspect of medical cannabis
	• Process patient and caregivers' payments using the dispensary's Cova Point-of-sale system.
	• Allocate the appropriate amount and appropriate sum of taxes for the sale of medical cannabis.
	• Staying abreast of new additions to our cannabis product line as well as the industry's trends through training and research.
	• Ensure the dispensary is clean and well organized.
	• Conduct inventory and reconciliations of medical cannabis products and ensure the sales floor is adequately stocked.

CERTIFIED DISPENSER	
	• Work closely with the Dispensary Manager to comply with the Company's Standard Operating Procedures including but not limited to the contamination and recall plan, the confidential information and cybersecurity plan, the waste disposal plan, and the security plan.
QUALIFICATIONS	• 2 years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field. • pass a medical cannabis foundations training course as required by the Commission. • Annually, in addition to the Commission's continuing education requirement for all employees a certified dispenser must undergo not fewer than ten (10) hours of continuing education approved by the Commission.

SECURITY GUARD

SECURITY GUARD	
AUTHORITY	Authority to ensure the safety of all employees, visitors, patients, caregivers, products, facilities, and the general public subject to the direction and command of the Director of Security.
DUTIES	• Identify, respond, and resolve any security issues or concerns. • Maintain internal and perimeter security of the building. • Maintain a safe and secure environment for all patients, guests, employees, and vendors. • Conduct facility wide audits, document, and report to the Director of Security.

SECURITY GUARD	
	• Inspect and patrol premises regularly for security and safety issues. • Monitor all access and egress points on the property. • Assist with checking in employees, patients, caregivers, inspectors, the Commission, local authorities, and vendors to the facility. • Authorize entrance of people and vehicles. • Review surveillance cameras daily, weekly, and monthly. • Respond to applicable alarms in a timely and effective manner - Be the Emergency Response point of contact for local police, fire, EMT. • Submit daily surveillance reports to the Director of Security. • Report any suspicious behaviors or activities and submit and maintain records of all reports. • Execute security protocol and procedures. • Evaluate facility workflow and continually assess it in the interest of safety. • Provide feedback to Director of Security toward best practice improvements for all procedures. • Specify and order equipment required for company security. • When necessary, document incident reports compliant with state and local regulations. • Ensure compliance with all local, state, and industry security regulations.

SECURITY GUARD	
QUALIFICATIONS	• 2+ years' experience in security position, performing responsibilities or highly responsible work relating to the safety of products, people, and facilities. • Any professionally recognized certifications in the security related field. • Training in First Aid and or CPR certification is preferred.

SECURE TRANSPORTER	
AUTHORITY	Authority to transport medical cannabis as directed by the Director of Security or Manufacturing Manager. This authority requires accountability for all medical cannabis from embarkation to delivery with a signed acceptance of the delivery manifest.
DUTIES	• Responsible for the safe operation, usage and maintenance of the assigned vehicle and adherence with local traffic laws. • Transport cannabis in a safe, efficient, and professional manner from and to licensees' facilities. • Ensures all duties associated with secure transport of medical cannabis. • Route Planning with the Director of Security. • Preparation and/or review of manifest in Metrc to ensure all required information is present and correct. • Reconcile physical inventory at embarkation against the Metrc manifest, sales invoice and delivery plan and in accordance with an approved security plan. • Ensure a moisture- and temperature-controlled environment to avoid deterioration or loss of efficacy of the cargo. • Ensure manifest is signed by an authorized employee of the receiving facility at drop off, and return any rejected product to

SECURE TRANSPORTER	
	its origination point. • Responsible for accounting for each trip, record-keeping and attendant paperwork in the Vehicle Log Book. • Report any problems identified in the vehicle. • Report and advise on any risks and/or incidents that may impact relating to travel, safety and security.
QUALIFICATIONS	• Valid driver's license with no moving violations or suspensions in past 5 years • At least 21 years of age and have a minimum of 3 years of driving experience • 2+ years' experience in security position, performing responsibilities or highly responsible work relating to the safety of products, people and facilities • Any professionally recognized certifications in the security related field

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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).

Vision, Mission, Values

Vision: Cannabis as a standard pharmaceutical treatment for palliative care

Mission: Develop, Produce, and Deliver pharmaceutical grade medicines derived from cannabis to improve patients' lives.

Values: Best People, Best Practices, Best Products, Best Corporate Citizen

Leadership Background and Qualifications

Our Leadership Team has a unique combination of skills, experience, and success across a diverse array of industries. This business experience includes roles as operators, executives, owners, investors, and entrepreneurs.

Our **Ownership Group** are all native Alabamians, successful entrepreneurs in Commercial Ag/Horticulture, Real Estate, Finance, Retail and Business Management with a history of outstanding Civic/Philanthropic service to their community. Our Ownership Group has a combined 120 years of experience in Commercial Ag/Horticulture, 136 years of experience as C-level executives, and 173 years in business. These "hands-on" business managers actively involved in their business every day, are respected leaders in the business community, and significant contributors to the success of their communities.

Ownership Group - Average Years of Experience	
Business Management	24.7
Commercial Ag/Hort	17.1
Cannabis/Hemp	1.9
Regulated Industries	8.9
New Business Development	20.9
Retail	10.7
Finance	10.9
Technology	10.6
Real Estate/Construction	14
Civic/Philanthropic Service	17.3
C-Level Experience	19.4

Our **Senior Management Team** adds deep expertise from success as pioneers in the cannabis industry in addition to extensive experience in prior business management across

multiple other industries. This team has a track record of building, operating, and scaling successful cannabis companies that have set the standard for quality, efficiency, and compliance. Contributing substantial expertise to operating a high-growth business in rapidly evolving regulatory environments across four different states, this Senior Management Team has never had a recall, consent decree, or other infraction in any state, as they are committed to partnering with regulators in the mutually beneficial interest of public safety.

Sr. Management - Average Years of Experience	
Business Management	17.8
Commercial Ag/Hort	7.2
Cannabis/Hemp	5.2
Regulated Industries	10
Retail	8.2
Finance	7.6
Technology	10.2
Real Estate/Construction	8.2
SECURITY	6.8
Civic/Philanthropic Service	6.8
C-Level Experience	7.2

Business Style and Philosophy – "Your handshake is your bond"

The founders are three sets of brothers that share a common philosophy on business with a track record of success in applying small-town values to big-city ventures. They firmly believe that "Your handshake is your bond. If you can't trust your handshake, then there's no reason for us to do business together."

Applicant's approach to the industry is straightforward:

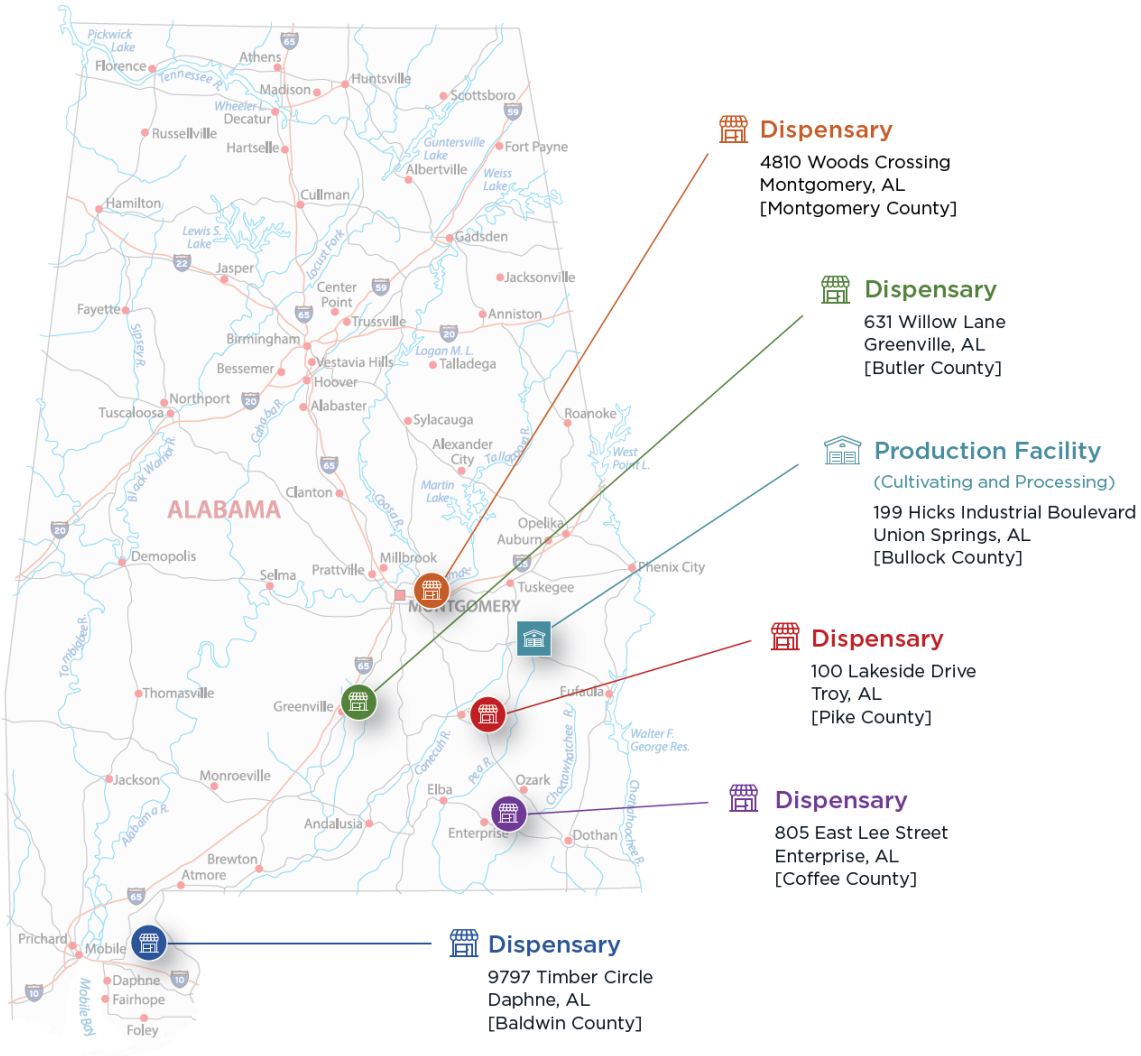
- Focus on the Customer
- Always act with Integrity
- Create a culture of Excellence and Compliance
- Build for longevity and long-term value

Key Personnel

The following positions are the key positions to ensure compliance, success, and longevity:

Chief Executive Officer	VP, Cultivation	Medical Director
Director of Compliance	VP, Production	Director of Security

FACILITY LOCATIONS AND FUNCTIONS



Production Facility: Cultivation and Processing — Union Springs, AL

Our Leadership Team has deep roots in Union Springs and Bullock County, with a history of residency and business operations there. Five members of our Leadership Team are current or former residents of Union Springs, and all of them consider it their "hometown". Union Springs is designated by ADECA as both an Enterprise Zone and an Opportunity Zone.[1]

[1] Low income census tracts with a poverty rate of at least 20 percent and a median family income of less than 80 percent of the statewide or area median income.

The Applicant has acquired a “brown field” site in Union Springs for redevelopment into the home base of operations (“Production Facility”). The Production Facility will be a complete redevelopment of the original Dixie Electric Cooperative warehouse, maintenance facility and offices in Union Springs at 155 Hicks Industrial Blvd. and will serve as Applicant’s Cultivation, Processing and Manufacturing operations. Members of the Applicant Ownership Group have owned the facility since 2018, with an option for acquisition of additional acreage adjacent to the existing site. The site is leased to the Applicant entity by members of the Ownership Group.

The Production Facility is well suited for the cannabis production base of operations and matches the ideal criteria for an industrial and agricultural facility. Applicant plans to invest §36-12-40 (and grounds outlined therein) in new construction of state-of-the-art greenhouses, (see Exhibits 31 & 32 for engineered drawings and specifications), and we expect at least $ of this amount will be in local services/supplies for things such as mechanical, electrical and plumbing work. This will include re-development and improvement of the original facility for botanical extraction, processing and manufacturing of pharmaceutical grade products, as well as improvements to the site and infrastructure to meet or exceed the state and local requirements for cannabis cultivation, processing, and secure transport. This investment should provide considerable positive economic impact for Bullock county’s tax and employment base.

The applicant intends to develop a highly skilled workforce that reflects the diversity of the population in the surrounding area of Bullock and Macon counties; offering superior employment, training and career opportunities to its residents. Employees will benefit from extensive training to be successful in cultivating, processing, packaging, and transporting medical cannabis in an efficient, safe, and compliant manner. The skills to be developed and employed will include Botanical Extraction, Packaging Technology, and Process Manufacturing, vocations not found in other employment options in the area.

Our Senior Management Team’s previous experience in legal, large-scale cannabis cultivation and processing provides the knowledge to design, build, and operate an extremely efficient operation. Combining a disciplined process-manufacturing approach with significant investments in technology, automation, and training will enable the safe

production of consistent, high-quality products. This competitive advantage in both cost and quality, will allow the Applicant to offer patients and caregivers a diverse array of products at an affordable cost.

Dispensaries

In the interest of facilitating access for all Alabamians, Applicant has focused on locating dispensaries in both large and medium sized metro areas with leasehold interests in the Alabama cities of **Daphne, Enterprise, Greenville, Montgomery, and Troy**. The Applicant expects to invest §36-12-40 (and grounds outlined therein) per square foot in tenant improvements for the dispensaries to ensure a safe and comfortable retail facility for employees, patients, and caregivers. Applicant will launch with one dispensary and open each of the four additional dispensaries at approximately 60-day intervals thereafter.

At the Dispensaries, the goal is to ensure patients experience a welcoming environment free of intimidation, stigma, or stress while receiving reliable medical guidance, advice, and information from Certified Dispensers. Dispensaries will be open 7 days a week with hours of operation consistent with other retail stores in the location, subject to any local zoning or other ordinances specific to medical cannabis. Employees will be uniformed and fully trained in customer service, dispensary operations, METRC operation, and AMCC regulations and requirements.

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

Both “Wholesale” and “Retail” markets will be served, where “Wholesale” includes products/services sold to other licensees, and “Retail” includes products sold to Registered Patients via the Dispensaries. Experience indicates that early-stage medical cannabis markets suffer from insufficient market liquidity as licensees struggle to get operational and supply chains are not well-established. To mitigate that issue for the state of Alabama, the Applicant has intentionally built excess capacity in all phases of the operation to allow

them to facilitate the success of other licensees by offering wholesale products/services and distributing Applicant's own consumer packaged products through the dispensaries of other licensees.

PRODUCT TYPES CROSS-REFERENCED TO MARKET SEGMENTS

Product Type	Market				
	"Retail" Patients	"Wholesale" Other Licensees			
	Our Dispensaries	Dispensary	Integrated	Processor	Cultivator
Consumer Packaged Goods (CPG)	✓	✓	✓		
Bulk Distillate for use in manufacturing CPG's			✓	✓	
Bulk BioMass for Processing			✓	✓	
"Toll" Processing to extract/process for others			✓	✓	✓

Applicant will also serve as a Distributor for other Processors, offering select products from competing licensees in Applicant's dispensaries to ensure that patients have a more diverse selection of products, with deeper choice selections available.

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ACTUAL (OR PROJECTED) PRICING AND BENEFITS DATA

Category	Description	MSRP	Projected Potential Benefits
Capsule	Rick Simpson Oil (RSO) Capsule	§36-12-40 (and grounds outlined therein)	Calm racing mind Enhances mood Eases joint swelling Promotes appetite Alleviates physical discomfort and soreness Promotes natural and deeper sleep
	Full Spectrum RSO Extract Capsule		
	Microdosable tablet + Dietary Ingredients		
Tincture	MCT oil-based THC Tincture - Flavored		Calm racing mind Reduces nausea Promotes appetite Promotes sleep
	MCT Oil Based THC Tincture - Un flavored		
	MCT oil-based tincture 1:1 THC:CBD - Flavored		Calms racing mind Enhances mood Eases joint swelling Promotes appetite/reduces nausea Alleviates physical discomfort and soreness Promotes sleep
	MCT Oil Based THC/CBD 1:1 Tincture – Un Flavored		
Gelatinous	Full Spectrum Cubes		Calms a racing mind Enhances mood Eases joint swelling Promotes appetite/reduces nausea Alleviates physical discomfort and soreness

Category	Description	MSRP	Projected Potential Benefits
		136-12-40 (and grounds outlined therein)	Promotes sleep
	THC/CBN 1:1 Ratio [Sleep Cubes]	136-12-40 (and grounds outlined therein)	Calms a racing mind Enhances mood Eases joint swelling Promotes appetite and reduces nausea Alleviates physical discomfort and soreness Promotes sleep
	THC/CBG 1:1 Ratio [Pain Cubes]	136-12-40 (and grounds outlined therein)	Calms a racing mind Eases pain Promotes appetite Alleviates physical discomfort and soreness Promotes sleep
	Ratio Edible - THC:CBD [Balanced]	136-12-40 (and grounds outlined therein)	Calms a racing mind Enhances mood Eases joint swelling Promotes appetite and reduces nausea Alleviates physical discomfort and soreness Promotes sleep
Gel	Emulsified Canna Body Butter	136-12-40 (and grounds outlined therein)	Localized Pain Relief Reduction of skin inflammation Reduction of itching sensation

Note: All products listed here have a 12-month expected lifespan.

13.8 – An advertising/marketing analysis and strategy, if any.

MARKET TRENDS

The Applicant has performed a detailed demand study to ascertain the anticipated size of the Alabama medical cannabis market. The demand study examined key trends in other states that have legalized medical cannabis, with particular emphasis on patient qualification/registration rates to assess the initial size and growth rate of the market. This analysis was a key input to the sizing of the production capacity of Applicant to ensure an adequate supply of finished goods for Applicant's dispensaries, as well as adequate supply of biomass to Processor Only licensees. The goal is to provide adequate capacity in the supply chain within the constraints of current license limits.

The analysis of multiple states, with specific focus on the "proxy" states of similar population size and demographics, indicates that Alabama will likely have a relatively small population of qualified patients in the initial year. However, other states have shown that the growth rate in the subsequent 2 - 5 years tends be quite significant, growing at compound annual growth rate of 35% – 40%. Based on this analysis and our experience in other markets, the Applicant intends to be first to market and subsequently remain the largest supplier in the state. We will accomplish this by:

BUILDING A BRAND THROUGH QUALITY, CONSISTENCY AND VALUE

The Applicant is a strong believer that a brand is an explicit promise of quality and consistency. Consumer confidence and trust in a brand must be earned through the continuous fulfillment of that promise, one customer at a time, every time. Thus, the applicant seeks to build its brand through performance, not through mass advertising, gimmicks, and loss-leading ploys.

The achievement of this objective will be based on generating long-term personalized relationships with patients, providers, and caregivers. We will ensure that we offer medical cannabis at fair prices that deliver consistently superior quality, value, and efficacy in palliative care. Further, we are committed to the continuous improvement and innovation of products, delivery mechanisms and patient service/care. Finally, we will always provide patients with superior choice by offering a diverse array of Applicant's products and those of other licensees that meet Applicant's standards.

Central to the brand is the Dispensary Experience. Within the Applicant's dispensaries, Certified Dispensers will be extensively trained and evaluated on product knowledge, consultative engagement, and excellent customer service.

Dispensary locations are in areas that allow market penetration to become the preferred choice for its residents. We have intentionally located some of the dispensaries in areas likely to be underserved by other licensees based on market size and demographics with the view that to serve the greater good of the state of Alabama and its citizens.

The Applicant's Senior Management Team's extensive experience in the medical cannabis industry, history as native Alabamians, and commitment to quality, consistency, and value give us the competitive advantage necessary to build a brand will serve Alabama well.

OUR TARGET MARKET

The Applicant seeks to service a diverse array of patients and caregivers, but we are focused on providing relief to ordinary citizens of our state. We seek to develop products that are both effective and affordable to ensure the availability to all who may be in need.

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 Applicant has reached out to each community where it will have a presence seeking input on which organizations have an interest in working with us as a partner in improving the community at large. These efforts are ongoing and vary considerably by community. As many of these communities have only very recently approved Medical Cannabis in their city/county, the discussions are at an early stage. The Applicant's Leadership Team will continue to further its demonstrable commitment to community improvement as evidenced by its long history of community contribution, engagement, and service.

At present, initiatives in progress include a partnership with §36-12-40 (and grounds outlined therein) to further research on cannabis-related agriculture studies. The Applicant's Ownership Group has contributed to §36-12-40 (and grounds outlined therein) in the past and partnered on various agronomic initiatives. Discussions center on providing the university access to its facility, staff, plants,

laboratories, and cultivation/processing operations for the conduct of research in areas to include Pest & Disease Management, Nutrition, Propagation, Tissue Culture, and Plant Maintenance. Such access and support will allow the university to conduct research that is impossible to do otherwise due to Federal restrictions on cannabis as a Schedule I narcotic.

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 with 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's Cultivation and Product Manufacturer facility will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control (including prevention of odor and noise pursuant to the Alabama Department of Environmental Management "ADEM"). The Applicant will use additional best management practices as determined by the Commission, the Department of Agriculture & Industries (ADAI), and the Alabama Department of Environmental Management (ADEM). The Applicant will work with all applicable departments or divisions to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts. The Applicant will work with the Alabama Department of Economic and Community Affairs (ADECA) to research if the agency has any grant programs and services that will assist in reducing energy consumption.

The Applicant has already incorporated energy efficiency in its facilities design though:

- Greenhouse Cultivation, which leverages natural light and is typically 50 – 60% more energy efficient than an "Indoor Grow" typically used in cannabis cultivation
- Utilization of LED supplemental lighting in its greenhouses which reduces energy consumption another 35 – 40% vs. traditional HPS lighting

- Maximization of canopy density within the structures using rolling benches to minimize "non-production space" that consumes energy
- Automation of Environmental Controls to actively manage loads and optimize energy usage for Lighting, HVAC, and Fans
- Automation of Fertigation to minimize water usage and runoff
- Perpetual Harvest to minimize empty cultivation space that consumes energy without production value

The Applicant will work closely with local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Analyzing energy usage patterns to optimize usage windows
- Perform comparisons with similar businesses for benchmarking
- Seek and deploy customized energy improvement recommendations from professionals
- Aggressively pursue cost incentives through utility energy performance

Applicant's facilities design is focused on energy efficiency, investing greater capital upfront to minimize long-term energy usage, including but not limited to:

- Highest R Value insulation
- LED lighting systems
- Replacement of obsolete HVAC systems
- Minimization of individual spaces requiring separate HVAC
- Automatic shutdown of unused outlets and devices
- Energy Star Appliances

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.

The Applicant has provided a letter of intent from Assured Partners, (Identified as "Letter of Intent from §36-12-40 (and grounds outlined therein) – Attachment to Exhibit 13, Section 13.11") representing BSWMC, LLC.

LETTER OF INTENT FROM §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) FOR INSURANCE COVERAGES:

- Property
- Auto Liability
- General Liability
- Product Liability
- Workers' Compensation
- Cyber Liability
- Employment Practice Liability
- Directors & Officers Liability

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February 16, 2023

BSWMC, LLC
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

Re: Letter of Intent: BSWMC, LLC

To Whom It May Concern:

It is a pleasure for me to have the opportunity to recommend one of our valued clients: BSWMC, LLC. BSWMC, LLC has engaged our Cannabis Practice as their outsourced risk management and insurance team to help develop a risk analysis that will include several stages of their development:

1. Leasing/purchasing of the cultivation, manufacturing, and retail locations
2. Construction activity to ready the site for operations
3. Operational stage (once cannabis is on the premise)

Part of this analysis will also consist of standard safety and loss control measures for entering and egress of the facility, burglar alarms, fire protection, specific requirements for storing the inventory, cash and vendor tracking systems. The casualty insurance lines of coverage will include:

1. Property Coverages: TBD per buildout
    a. Building coverage
    b. Business Personal property
    c. Business Income and Extra Expense:
    d. Cannabis Inventory and finished products
    e. Crop Coverage
    f. Tenant Improvements and betterments
2. Auto Liability: $1,000,000 combined single limit
    a. Owned and Hired Non-Owned
3. General liability: $1,000,000 per occurrence; $2,000,000 aggregate
    a. Assault & Battery
4. Product Liability: $1,000,000 per occurrence; $2,000,000 aggregate

    a. Product withdrawal sub limits: $100,000
5. Workers Compensation: statutory limits
    a. Job descriptions
    b. Safety program
6. Cyber Liability: $1,000,000 per occurrence; $2,000,000 aggregate
7. Employment Practice Liability: $1,000,000 per occurrence; $1,000,000 aggregate
8. Directors & Officers Liability: $1,000,000 per claim; $1,000,000 aggregate

Our history and review of their ownership, management team, and insurance and risk management plans clearly indicate a company thoroughly versed in the cannabis industry with a strong depth of experienced processes, procedures, and personnel.

Based upon our experience, our discussion and reviewing their preliminary applications for our Cannabis and Hemp insurance programs, we can foresee no difficulty in fulfilling the insurance policies needed with AM Best A-rated carriers for managing their operations and compliance for all the city, county, and state requirements.

If you have any questions, feel free to call our office.

Sincerely,

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Exhibit 14 – Evidence of Business Relationships 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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

14 – Evidence of Business Relationship with Other Licensees and Prospective Licensees

The Applicant has included memoranda of understanding between the Applicant and other Licensees and Prospective Licensees as shown in the attached document.

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14.1 Any Cultivator or prospective Cultivator.	
"Greenway" - Memorandum of Understanding between BSWMC, LLC and Greenway Botanicals, LLC	15 -17
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14.3 Any Secure Transporter or prospective Secure Transporter.	
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14.4 Any Dispensary or prospective Dispensary.	
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MEMORANDUM OF UNDERSTAND

11/29/2022

BSWMC, LLC
2600 East Chase Lane, Suite 100
Montgomery, AL 36117

Re: *Alabama Medical Cannabis – Letter of Intent*

Dear CRC, LLC,

This Memorandum of Understanding ("MOU") sets out the principal terms of a more definitive agreement to be entered into between BSWMC, LLC, an Alabama limited liability company (the "Purchaser") and CRC, LLC (the "Provider"). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) manufactured by the Provider is referred to as the "Transaction" and the Purchaser and Provider are referred to collectively as the "Parties" and each, individually, as a "Party."

1. **Non-Binding**. This MOU does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this section regarding entry into negotiations, this MOU is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities and escrow arrangements and in form and substance satisfactory to Purchaser and the Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this MOU by the Provider, the Parties shall enter into negotiations.

2. **Supply of Product**. It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell the product at a mutually agreed upon price set forth in the definitive agreement.

3. **Term and Termination**. This MOU will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2023. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this MOU, and the termination of this MOU shall not affect any rights a Party has with respect to the breach of this MOU by the other Party prior to such termination.

4. **Governing Law**. This MOU shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.

5. **Confidentiality**. This MOU is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.

6. **Expenses**. Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this MOU and any subsequent definitive agreement.

7. **Miscellaneous**. Neither this MOU nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party

7. **Miscellaneous**. Neither this MOU nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this MOU have been inserted for reference only and shall not be deemed to be a part of this MOU.

Very truly yours,

CRC, LLC

By: _____

Name: Christina D. Crow

Title: Chief Legal Officer

Date: 11/30/2022

Agreed to and accepted:

BSWMC, LLC

By: _____

Name: Hunter Smith

Title: Owner

Date: 11/29/2022

MEMORANDUM OF UNDERSTANDING

PARTIES

This Memorandum of Understanding (the "MOU") is made on December 08, 2022, by and between Organic Harvest Lab, LLC and BSWMC, LLC, (hereinafter the "Parties").

PURPOSE

The purpose of this MOU is to provide the framework for any future binding contract regarding the purchase and sale of products between the Parties. This MOU is not intended to be, nor should it be construed as a legal, binding contract. The intention of both Parties being that no contract shall arise until such time as a formal and definitive Agreement ("Agreement"), which incorporates the substantive provisions of this MOU, has been completed, executed, and delivered.

DESCRIPTION OF RELATIONSHIP

It is both Parties understanding that Organic Harvest Lab, LLC will be applying for a Processor License with the Alabama Medical Cannabis Commission (AMCC) and BSWMC, LLC, will be applying for an Integrated License with the AMCC. Accordingly, should both Parties be awarded a license by the AMCC, it is mutually agreed upon and understood by and among the Parties that:

1. Organic Harvest Lab, LLC agrees to sell or purchase, in accordance with AMCC regulations, to BSWMC, LLC, to be sold through any of its licensed dispensaries;
2. BSWMC, LLC, agrees to sell or purchase, in accordance with AMCC regulations, products produced and sold by Organic Harvest Lab, LLC to be sold through its licensed dispensaries; and
3. Sales transactions and/or transport of products between the Parties will not begin until both Parties are approved and granted licenses by the AMCC to commence operations and will comply with all regulations and processes required by the State of Alabama and the AMCC.

TERM AND TERMINATION

The understandings and agreements outlined in this MOU shall subsist until such time as a formal agreement is completed by both Parties, or until either Party is informed by the AMCC that they have not been awarded a license by the AMCC.

The MOU will terminate in the event that the parties fail to reach an agreement on the terms of an Agreement within 60 days after the AMCC grants a license to both parties.

ACKNOWLEDGMENT OF TERMS

I acknowledge and agree to the terms set forth above.

Name: Hunter Smith
Title: Owner
BSWMC, LLC
smithplantfarm@gmail.com
334-740-7070

Jason Cobb
CEO
Organic Harvest Lab, LLC
organicharvestlab@gmail.com
205-617-8000

SECURE TRANSPORTER AND INTEGRATED FACILITY

MUTUAL SERVICES AGREEMENT

This Mutual Services Agreement ("**Agreement**") is entered into as of December 21st ,2022 (the "**Effective Date**") by and between Alabama Secure Transport, LLC, an Alabama limited liability company, with its principal place of business at 4204 Selma Highway Suite 103 Montgomery, AL 36108 ("**Secure Transporter**") and BSWMC, LLC, an Alabama limited liability company, with its principal place of business at 2660 EastChase Lane, Suite 100, Montgomery, Alabama 36117 ("**BSWMC**").

RECITALS

WHEREAS, Secure Transporter operates a secure transportation service that which is duly licensed and certified under all applicable state, local and other statutes and regulations, to transport cannabis or medical cannabis between its facilities; and

WHEREAS, BSWMC operates an integrated facility that which is duly licensed and certified under all applicable state, local and other statutes and regulations, to cultivate cannabis; process cannabis into medical cannabis, including proper packaging and labeling of medical cannabis products; dispense and sell medical cannabis only in accordance with applicable state statutes and regulations; transport cannabis or medical cannabis between its facilities; sell or transfer medical cannabis to a dispensary; and

WHEREAS, BSWMC desires to engage Secure Transporter and Integrated Facility desires to engage BSWMC, to provide services in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the above recitals, the representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Services.

1.1 Engagement. BSWMC hereby engages Secure Transporter and Integrated Facility hereby engages BSWMC to perform, upon the terms and conditions set forth in this Agreement, the duties and responsibilities more particularly described in Section 1.2 below (the "Services").

1.2 Services. From time to time upon request of and in agreement with one another BSWMC and Secure Transporter may provide services to each other related to the sale, purchase and processing of cannabis and medical cannabis ("**Services**") in compliance with all Laws and Regulations (as defined herein).

1.3 Limitation of Authority and Independent Contractor Status. Secure Transporter and BSWMC agree that any authority granted to it by the other under this Agreement relates solely to the Services. Neither party shall undertake any other activities for the other without the prior written consent and shall not have any authority to bind the other, other than any authority granted pursuant to this Agreement. The relationship of Secure Transporter to BSWMC and BSWMC to Secure Transporter is that of an independent contractor and nothing herein shall be construed as creating a joint venture, employment relationship, partnership, agency orother relationship.

1.4 Cooperation. BSWMC and Secure Transporter agree to cooperate in good faith with one another in order to furnish the Services.

2. Compensation and Expenses.

2.1 Compensation. Any party providing Services hereunder shall be compensated for its Services pursuant to this Agreement in a manner agreed to by the parties

prior to the provision of the applicable Services. BSWMC compensation shall be deemed earned at the time of performance, unless otherwise agreed to by the parties. Upon providing Services and invoice shall be submitted and payment shall by due within thirty (30) days of such invoice date, unless otherwise agreed to by the parties.

2.2 Expenses. Any party providing Services hereunder shall be entitled to reimbursement for reasonable expenses incurred in performing the Services pursuant to this Agreement. All such expenses shall be directly related to the provision of Services and shall be subject to the prior approval of the other party. A reasonably detailed itemization of all approved expenses incurred s in connection with the provision of Services shall be included with any invoice.

3. Indemnification. The Secure Transporter and BSWMC agree to indemnify, defend and hold harmless one another and their respective officers, directors, shareholders, agents, contractors, employees, successors and assigns from and against all liabilities, actions, losses or damages (including but not limited to reasonable attorneys' fees), (hereinafter "**claims**") arising out of or relating to any third-party claims based and caused by: (i) a breach of any terms, conditions, representations or warranties made by, or obligation of, the other party to this Agreement, (ii) negligence or willful act or omissions of the other, or its employees, agents, officers or directors or (iii) unauthorized or illegal acts or omissions by the other, or its employees, agents, officers or directors. Notwithstanding the foregoing, this indemnification shall not extend to any claims whereby the party seeking indemnification was grossly negligent or engaged in willful misconduct.

In no event shall either Secure Transporter or BSWMC be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost opportunity costs or any other economic loss, of any type or nature, even if such party has been advised of the possibility of such damages.

4. Notices. Any notice required or permitted to be given under this Agreement shall be sent by utilizing electronic mail, with a copy sent prepaid by overnight mail utilizing a national courier with evidence of receipt (or if no electronic mail is available by overnight mail alone), addressed to the party to be notified at the following address or at such other address as may hereafter be furnished in writing to the notifying party:

If to Secure Transporter:

Alabama Secure Transport, LLC
4204 Selma Highway Suite 103
Montgomery, AL 36108
Attn: Neal Whatley

If to BSWMC:

BSWMC, LLC
2660 EastChase Lane, Suite 100
Montgomery, AL 36117
Attn: Sterling P. Stoudenmire

Any notice sent in accordance with the requirements of this Paragraph 4 shall be effective on the date sent.

5. Non-waiver. No delay or failure by either party to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided for herein.

6. Severability. If any provision of this Agreement in any way violates the laws of any state or jurisdiction, such provision shall be deemed not to be a part of this Agreement in that jurisdiction, and the parties agree to remain bound by all remaining parts hereof.

7. Confidentiality. Neither Secure Transporter nor BSWMC shall disclose any Confidential Information (as hereafter defined) of the other or any material terms received in connection with this Agreement or the Services without the other party's consent, except that each party may disclose such information (i) as required by law or applicable regulation, or (ii) as required in carrying out this Agreement. "Confidential Information" shall mean all information, of a party, not of general knowledge in the industry of such party relating to the business now or ever conducted by such party.

8. Term and Termination. The term of this Agreement shall be one (1) year and shall automatically renew for successive one (1) year periods until terminated. Notwithstanding the foregoing, both Secure Transporter or BSWMC may terminate this Agreement with thirty (30) days' notice to the other. Upon termination BSWMC shall be entitled to payment and approved expenses for Services performed through the date of termination.

9. Privileged Licenses. Secure Transporter and BSWMC acknowledge that the other and its affiliates conduct business that is subject to, and exists because of, privileged licenses issued by governmental authorities. Secure Transporter and BSWMC therefore agree that, in the event that Secure Transporter or BSWMC shall determine, in its reasonable judgment (i) that the other is, or might be, engaged in, or about to be engaged in, any activity or activities that jeopardizes, or could jeopardize, it or its affiliates business licenses, or (ii) that the existence of this Agreement jeopardizes or may jeopardize, its or its affiliates business licenses, they shall have the right, upon notice to the other, to immediately terminate this Agreement, at which time the Agreement shall cease and terminate and be of no further force and effect; provided, however, that the indemnity provisions of this Agreement shall survive any such termination.

10. Compliance with Laws. Throughout the term of the Agreement, each of the Secure Transporter and BSWMC shall cause its personnel, employees and independent contractors, and other personnel at such parties sole cost and expense, to conform to and comply with all present or future laws, statutes, ordinances, orders and rules, (including but not limited to the Darren Wesley "Ato" Hall Compassion Act (§ 20-2A-1, et seq., Ala. Code 1975 (as amended)) as well as any other regulations or requirements of any state, municipal or other government or department having jurisdiction over the performance of the Agreement or the Services ("Laws and Regulations").

11. Permitting and Licensing. Notwithstanding anything to the Contrary contained herein, Secure Transporter and BSWMC's obligations under this Agreement shall be contingent upon each party securing all standard, final, unappealable, and commercially acceptable permits and licenses and other approvals from all municipal, state and other authorities necessary to permit each party to enter into this Agreement and complete the transactions contemplated herein. Each party shall proceed diligently in a commercially reasonable manner to secure said permits, licenses, and approvals.

12. Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The term "successor" shall include successors by merger or acquisition, including sale of stock or sale of assets.

13. Assignment. This is a personal services contract and may not be assigned or otherwise transferred without the prior written consent of the non-transferring party.

14. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change or modifications hereof shall be valid unless made in writing, signed by all of the parties hereto.

15. Counterparts. This Agreement may be executed in one or more counterparts,

each of which so executed shall be deemed to be an original, and all of which shall constitute one and the same agreement and may be executed in the original but electronically transmitted to all parties with the same force and effect as if an original, executed copy thereof had been delivered to all parties.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Alabama and all disputes will be submitted to binding arbitration before one American Arbitration Association arbitrator in Montgomery, Alabama for resolution.

17. Non-Exclusivity. The parties acknowledge and agree that this Agreement does not create an exclusive business relationship with respect to the Services and both parties may engage in agreements with respect to the Services with third parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BSWMC, LLC

By_____

Its CEO

Alabama Secure Transport, LLC

By Neal Whatley

Its Member

BSWMC, LLC
2660 Eastchase Ln, #100
Montgomery, AL 36117
Sent via email to john@crest-cpm.com

December 8, 2022

MEMORANDUM OF UNDERSTANDING

Dear Sterling,

Certus Laboratories Alabama ("Applicant"), an Alabama limited liability company applying for a State Testing Laboratory License with the State of Alabama Medical Cannabis Commission ("AMCC"), is pleased to share this Memoranda of Understanding ("MOU") detailing the proposed terms of a relationship between Certus Laboratories Alabama and BSWMC, LLC.

Certus Laboratories Alabama aims to be a leading State Testing Laboratory with its testing facility in Mobile County. Certus Laboratories Alabama is interested in working with you, provided both companies obtain the requisite licenses issued by AMCC.

Contingent upon licensure by the AMCC, Applicant intends to utilize BSWMC, LLC for the following services:

- perform required official testing on behalf of the AMCC, the results of which shall fulfill the testing requirements for cannabis and medical cannabis under the Act (see 20-2A-51, Code of Alabama 1975 (as amended)) and the Rules and Regulations of State Testing Laboratories for the AMCC.

While this document shall not itself constitute a binding legal agreement, the parties to this MOU will endeavor to finalize and execute a definitive agreement between the parties if Applicant is awarded a State Testing Laboratory license and BSWMC, LLC is awarded an Integrated Facility license. Any agreement between the parties as described herein will be subject to and conditioned upon the execution of a formal written agreement.

We look forward to working with you.

Sincerely,

Amber Miller-Walker, Owner
Certus Laboratories Alabama

MEMORANDUM OF UNDERSTAND

11/29/2022

BSWMC, LLC
2600 East Chase Lane, Suite 100
Montgomery, AL 36117

Re: *Alabama Medical Cannabis – Letter of Intent*

Dear Greenway Botanicals, LLC,

This Memorandum of Understanding ("MOU") sets out the principal terms of a more definitive agreement to be entered into between BSWMC, LLC, an Alabama limited liability company (the "Purchaser") and Greenway Botanicals LLC (the "Provider"). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) is referred to as the "Transaction" and the Purchaser and Provider are referred to collectively as the "Parties" and each, individually, as a "Party."

1. **Non-Binding**. This MOU does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this section regarding entry into negotiations, this MOU is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities and escrow arrangements and in form and substance satisfactory to Purchaser and the Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this MOU by the Provider, the Parties shall enter into negotiations.

2. **Supply of Product**. It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell the product at a mutually agreed upon price set forth in the definitive agreement.

3. **Term and Termination**. This MOU will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of a definitive agreement between Purchaser and Provider, (ii) mutual agreement of the Parties, (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission denying Purchaser and/or Provider's application for an Alabama Medical Cannabis License and (iv) at 5:00 p.m. (Central Time) on Monday, August 1, 2023. Notwithstanding any language to the contrary in this section, Sections 4-6 shall survive the termination of this MOU, and the termination of this MOU shall not affect any rights a Party has with respect to the breach of this MOU by the other Party prior to such termination.

4. **Governing Law**. This MOU shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.

5. **Confidentiality**. This MOU is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.

6. **Expenses**. Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this MOU and any subsequent definitive agreement.

7. **Miscellaneous**. Neither this MOU nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party

without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this MOU have been inserted for reference only and shall not be deemed to be a part of this MOU.

Very truly yours,

GREENWAY BOTANICALS LLC

By: _____

Name: Jon Hagaman

Title: President

Date: 11/29/22

Agreed to and accepted:

BSWMC, LLC

By: _____

Name: Hunter Smith

Title: Owner

Date: 11/29/2022

DISPENSARY AND INTEGRATED FACILITY

MUTUAL SERVICES AGREEMENT

This Mutual Services Agreement ("**Agreement**") is entered into as of December 22, 2022 (the "**Effective Date**") by and between Capitol Medical, LLC, an Alabama limited liability company, with its principal place of business at 2353 Bent Creek Road, Suite 100, Auburn, MA 36830 ("**Dispensary**") and BSWMC, LLC, an Alabama limited liability company, with its principal place of business at 2660 EastChase Lane, Suite 100, Montgomery, Alabama 36117 ("**BSWMC**").

RECITALS

WHEREAS, Dispensary operates a cannabis dispensary facilities that which is duly licensed and certified under all applicable state, local and other statutes and regulations, to dispense and sell medical cannabis only in accordance with applicable state statutes and regulations; and

WHEREAS, BSWMC operates an integrated facility that which is duly licensed and certified under all applicable state, local and other statutes and regulations, to cultivate cannabis; process cannabis into medical cannabis, including proper packaging and labeling of medical cannabis products; dispense and sell medical cannabis only in accordance with applicable state statutes and regulations; transport cannabis or medical cannabis between its facilities; sell or transfer medical cannabis to a dispensary; and

WHEREAS, BSWMC desires to engage Dispensary and Integrated Facility desires to engage BSWMC, to provide services in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the above recitals, the representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Services.

1.1 Engagement. BSWMC hereby engages Dispensary and Integrated Facility hereby engages BSWMC to perform, upon the terms and conditions set forth in this Agreement, the duties and responsibilities more particularly described in Section 1.2 below (the "Services").

1.2 Services. From time to time upon request of and in agreement with one another BSWMC and Dispensary may provide services to each other related to the sale, purchase and processing of cannabis and medical cannabis ("**Services**") in compliance with all Laws and Regulations (as defined herein).

1.3 Limitation of Authority and Independent Contractor Status. Dispensary and BSWMC agree that any authority granted to it by the other under this Agreement relates solely to the Services. Neither party shall undertake any other activities for the other without the prior

written consent and shall not have any authority to bind the other, other than any authority granted pursuant to this Agreement. The relationship of Dispensary to BSWMC and BSWMC to Dispensary is that of an independent contractor and nothing herein shall be construed as creating a joint venture, employment relationship, partnership, agency orother relationship.

1.4 Cooperation. BSWMC and Dispensary agree to cooperate in good faith with one another in order to furnish the Services.

2. Compensation and Expenses.

2.1 Compensation. Any party providing Services hereunder shall be compensated for its Services pursuant to this Agreement in a manner agreed to by the parties prior to the provision of the applicable Services. BSWMC compensation shall be deemed earned at the time of performance, unless otherwise agreed to by the parties. Upon providing Services and invoice shall be submitted and payment shall by due within thirty (30) days of such invoice date, unless otherwise agreed to by the parties.

2.2 Expenses. Any party providing Services hereunder shall be entitled to reimbursement for reasonable expenses incurred in performing the Services pursuant to this Agreement. All such expenses shall be directly related to the provision of Services and shall be subject to the prior approval of the other party. A reasonably detailed itemization of all approved expenses incurred s in connection with the provision of Services shall be included with any invoice.

3. Indemnification. The Dispensary and BSWMC agree to indemnify, defend and hold harmless one another and their respective officers, directors, shareholders, agents, contractors, employees, successors and assigns from and against all liabilities, actions, losses or damages (including but not limited to reasonable attorneys' fees), (hereinafter "**claims**") arising out of or relating to any third-party claims based and caused by: (i) a breach of any terms, conditions, representations or warranties made by, or obligation of, the other party to this Agreement, (ii) negligence or willful act or omissions of the other, or its employees, agents, officers or directors or (iii) unauthorized or illegal acts or omissions by the other, or its employees, agents, officers or directors. Notwithstanding the foregoing, this indemnification shall not extend to any claims whereby the party seeking indemnification was grossly negligent or engaged in willful misconduct.

In no event shall either Dispensary or BSWMC be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost opportunity costs or any other economic loss, of any type or nature, even if such party has been advised of the possibility of such damages.

4. Notices. Any notice required or permitted to be given under this Agreement shall be sent by utilizing electronic mail, with a copy sent prepaid by overnight mail utilizing a national courier with evidence of receipt (or if no electronic mail is available by overnight mail alone), addressed to the party to be notified at the following address or at such other address as may hereafter be furnished in writing to the notifying party:

If to Dispensary:

Capitol Medical, LLC
2353 Bent Creek Road, Suite 100
Auburn, AL 36830
Attn: Travis Wisdom

If to BSWMC:

BSWMC, LLC
2660 EastChase Lane, Suite 100
Montgomery, AL 36117
Attn: Sterling P. Stoudenmire

Any notice sent in accordance with the requirements of this Paragraph 4 shall be effective on the date sent.

5. Non-waiver. No delay or failure by either party to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided for herein.

6. Severability. If any provision of this Agreement in any way violates the laws of any state or jurisdiction, such provision shall be deemed not to be a part of this Agreement in that jurisdiction, and the parties agree to remain bound by all remaining parts hereof.

7. Confidentiality. Neither Dispensary nor BSWMC shall disclose any Confidential Information (as hereafter defined) of the other or any material terms received in connection with this Agreement or the Services without the other party's consent, except that each party may disclose such information (i) as required by law or applicable regulation, or (ii) as required in carrying out this Agreement. "Confidential Information" shall mean all information, of a party, not of general knowledge in the industry of such party relating to the business now or ever conducted by such party.

8. Term and Termination. The term of this Agreement shall be one (1) year and shall automatically renew for successive one (1) year periods until terminated. Notwithstanding the foregoing, both Dispensary or BSWMC may terminate this Agreement with thirty (30) days' notice to the other. Upon termination BSWMC shall be entitled to payment and approved expenses for Services performed through the date of termination.

9. Privileged Licenses. Dispensary and BSWMC acknowledge that the other and its affiliates conduct business that is subject to, and exists because of, privileged licenses issued by governmental authorities. Dispensary and BSWMC therefore agree that, in the event that Dispensary or BSWMC shall determine, in its reasonable judgment (i) that the other is, or might be, engaged in, or about to be engaged in, any activity or activities that jeopardizes, or could jeopardize, it or its affiliates business licenses, or (ii) that the existence of this Agreement jeopardizes or may jeopardize, its or its affiliates business licenses, they shall have the right, upon

notice to the other, to immediately terminate this Agreement, at which time the Agreement shall cease and terminate and be of no further force and effect; provided, however, that the indemnity provisions of this Agreement shall survive any such termination.

10. Compliance with Laws. Throughout the term of the Agreement, each of the Dispensary and BSWMC shall cause its personnel, employees and independent contractors, and other personnel at such parties sole cost and expense, to conform to and comply with all present or future laws, statutes, ordinances, orders and rules, (including but not limited to the Darren Wesley "Ato" Hall Compassion Act (§ 20-2A-1, et seq., Ala. Code 1975 (as amended)) as well as any other regulations or requirements of any state, municipal or other government or department having jurisdiction over the performance of the Agreement or the Services ("Laws and Regulations").

11. Permitting and Licensing. Notwithstanding anything to the Contrary contained herein, Dispensary and BSWMC's obligations under this Agreement shall be contingent upon each party securing all standard, final, unappealable, and commercially acceptable permits and licenses and other approvals from all municipal, state and other authorities necessary to permit each party to enter into this Agreement and complete the transactions contemplated herein. Each party shall proceed diligently in a commercially reasonable manner to secure said permits, licenses, and approvals.

12. Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The term "successor" shall include successors by merger or acquisition, including sale of stock or sale of assets.

13. Assignment. This is a personal services contract and may not be assigned or otherwise transferred without the prior written consent of the non-transferring party.

14. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change or modifications hereof shall be valid unless made in writing, signed by all of the parties hereto.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original, and all of which shall constitute one and the same agreement and may be executed in the original but electronically transmitted to all parties with the same force and effect as if an original, executed copy thereof had been delivered to all parties.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Alabama and all disputes will be submitted to binding arbitration before one American Arbitration Association arbitrator in Montgomery, Alabama for resolution.

17. Non-Exclusivity. The parties acknowledge and agree that this Agreement does not create an exclusive business relationship with respect to the Services and both parties may engage in agreements with respect to the Services with third parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BSWMC, LLC

By_____

Its

DISPENSARY

_____

By_____

Its

INTEGRATED FACILITY AND INTEGRATED FACILITY

MUTUAL SERVICES AGREEMENT

This Mutual Services Agreement ("**Agreement**") is entered into as of 12/20, 2022 (the "**Effective Date**") by and between Insa Alabama, LLC an Alabama limited liability company, with its principal place of business at 218 Commerce Street, Montgomery, AL 36104 ("**Integrated Facility**") and BSWMC, LLC, an Alabama limited liability company, with its principal place of business at 2660 EastChase Lane, Suite 100, Montgomery, Alabama 36117 ("**BSWMC**").

RECITALS

WHEREAS, each of BSWMC and Integrated Facility operate an integrated facility that which is duly licensed and certified under all applicable state, local and other statutes and regulations, to cultivate cannabis; process cannabis into medical cannabis, including proper packaging and labeling of medical cannabis products; dispense and sell medical cannabis only in accordance with applicable state statutes and regulations; transport cannabis or medical cannabis between its facilities; sell or transfer medical cannabis to a dispensary; and

WHEREAS, BSWMC desires to engage Integrated Facility and Integrated Facility desires to engage BSWMC, to provide services in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the above recitals, the representations, warranties and covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Services.

1.1 Engagement. BSWMC hereby engages Integrated Facility and Integrated Facility hereby engages BSWMC to perform, upon the terms and conditions set forth in this Agreement, the duties and responsibilities more particularly described in Section 1.2 below (the "Services").

1.2 Services. From time to time upon request of and in agreement with one another BSWMC and Integrated Facility may provide services to each other related to the sale, purchase and processing of cannabis and medical cannabis ("**Services**") in compliance with all Laws and Regulations (as defined herein).

1.3 Limitation of Authority and Independent Contractor Status. Integrated Facility and BSWMC agree that any authority granted to it by the other under this Agreement relates solely to the Services. Neither party shall undertake any other activities for the other without the prior written consent and shall not have any authority to bind the other, other than any authority granted pursuant to this Agreement. The relationship of Integrated Facility to BSWMC and BSWMC to Integrated Facility is that of an independent contractor and nothing herein shall

be construed as creating a joint venture, employment relationship, partnership, agency orother relationship.

1.4 Cooperation. BSWMC and Integrated Facility agree to cooperate in good faith with one another in order to furnish the Services.

2. Compensation and Expenses.

2.1 Compensation. Any party providing Services hereunder shall be compensated for its Services pursuant to this Agreement in a manner agreed to by the parties prior to the provision of the applicable Services. BSWMC compensation shall be deemed earned at the time of performance, unless otherwise agreed to by the parties. Upon providing Services and invoice shall be submitted and payment shall by due within thirty (30) days of such invoice date, unless otherwise agreed to by the parties.

2.2 Expenses. Any party providing Services hereunder shall be entitled to reimbursement for reasonable expenses incurred in performing the Services pursuant to this Agreement. All such expenses shall be directly related to the provision of Services and shall be subject to the prior approval of the other party. A reasonably detailed itemization of all approved expenses incurred s in connection with the provision of Services shall be included with any invoice.

3. Indemnification. The Integrated Facility and BSWMC agree to indemnify, defend and hold harmless one another and their respective officers, directors, shareholders, agents, contractors, employees, successors and assigns from and against all liabilities, actions, losses or damages (including but not limited to reasonable attorneys' fees), (hereinafter "**claims**") arising out of or relating to any third-party claims based and caused by: (i) a breach of any terms, conditions, representations or warranties made by, or obligation of, the other party to this Agreement, (ii) negligence or willful act or omissions of the other, or its employees, agents, officers or directors or (iii) unauthorized or illegal acts or omissions by the other, or its employees, agents, officers or directors. Notwithstanding the foregoing, this indemnification shall not extend to any claims whereby the party seeking indemnification was grossly negligent or engaged in willful misconduct.

In no event shall either Integrated Facility or BSWMC be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost opportunity costs or any other economic loss, of any type or nature, even if such party has been advised of the possibility of such damages.

4. Notices. Any notice required or permitted to be given under this Agreement shall be sent by utilizing electronic mail, with a copy sent prepaid by overnight mail utilizing a national courier with evidence of receipt (or if no electronic mail is available by overnight mail alone), addressed to the party to be notified at the following address or at such other address as may hereafter be furnished in writing to the notifying party:

If to Integrated Facility:

Insa Alabama, LLC
218 Commerce Street
Montgomery, AL 36104
Attn: Greg Allen

If to BSWMC:

BSWMC, LLC
2660 EastChase Lane, Suite 100
Montgomery, AL 36117
Attn: Sterling P. Stoudenmire

Any notice sent in accordance with the requirements of this Paragraph 4 shall be effective on the date sent.

5. Non-waiver. No delay or failure by either party to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided for herein.

6. Severability. If any provision of this Agreement in any way violates the laws of any state or jurisdiction, such provision shall be deemed not to be a part of this Agreement in that jurisdiction, and the parties agree to remain bound by all remaining parts hereof.

7. Confidentiality. Neither Integrated Facility nor BSWMC shall disclose any Confidential Information (as hereafter defined) of the other or any material terms received in connection with this Agreement or the Services without the other party's consent, except that each party may disclose such information (i) as required by law or applicable regulation, or (ii) as required in carrying out this Agreement. "Confidential Information" shall mean all information, of a party, not of general knowledge in the industry of such party relating to the business now or ever conducted by such party.

8. Term and Termination. The term of this Agreement shall be one (1) year and shall automatically renew for successive one (1) year periods until terminated. Notwithstanding the foregoing, both Integrated Facility or BSWMC may terminate this Agreement with thirty (30) days' notice to the other. Upon termination BSWMC shall be entitled to payment and approved expenses for Services performed through the date of termination.

9. Privileged Licenses. Integrated Facility and BSWMC acknowledge that the other and its affiliates conduct business that is subject to, and exists because of, privileged licenses issued by governmental authorities. Integrated Facility and BSWMC therefore agree that, in the event that Integrated Facility or BSWMC shall determine, in its reasonable judgment (i) that the other is, or might be, engaged in, or about to be engaged in, any activity or activities that jeopardizes, or could jeopardize, it or its affiliates business licenses, or (ii) that the existence of this Agreement jeopardizes or may jeopardize, its or its affiliates business licenses, they shall have the right, upon notice to the other, to immediately terminate this Agreement, at which time the Agreement shall

cease and terminate and be of no further force and effect; provided, however, that the indemnity provisions of this Agreement shall survive any such termination.

10. Compliance with Laws. Throughout the term of the Agreement, each of the Integrated Facility and BSWMC shall cause its personnel, employees and independent contractors, and other personnel at such parties sole cost and expense, to conform to and comply with all present or future laws, statutes, ordinances, orders and rules, (including but not limited to the Darren Wesley "Ato" Hall Compassion Act (§ 20-2A-1, et seq., Ala. Code 1975 (as amended)) as well as any other regulations or requirements of any state, municipal or other government or department having jurisdiction over the performance of the Agreement or the Services ("Laws and Regulations").

11. Permitting and Licensing. Notwithstanding anything to the Contrary contained herein, Integrated Facility and BSWMC's obligations under this Agreement shall be contingent upon each party securing all standard, final, unappealable, and commercially acceptable permits and licenses and other approvals from all municipal, state and other authorities necessary to permit each party to enter into this Agreement and complete the transactions contemplated herein. Each party shall proceed diligently in a commercially reasonable manner to secure said permits, licenses, and approvals.

12. Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The term "successor" shall include successors by merger or acquisition, including sale of stock or sale of assets.

13. Assignment. This is a personal services contract and may not be assigned or otherwise transferred without the prior written consent of the non-transferring party.

14. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change or modifications hereof shall be valid unless made in writing, signed by all of the parties hereto.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original, and all of which shall constitute one and the same agreement and may be executed in the original but electronically transmitted to all parties with the same force and effect as if an original, executed copy thereof had been delivered to all parties.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Alabama and all disputes will be submitted to binding arbitration before one American Arbitration Association arbitrator in Montgomery, Alabama for resolution.

17. Non-Exclusivity. The parties acknowledge and agree that this Agreement does not create an exclusive business relationship with respect to the Services and both parties may engage in agreements with respect to the Services with third parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BSWMC, LLC

By _____
Its Chief Executive Officer

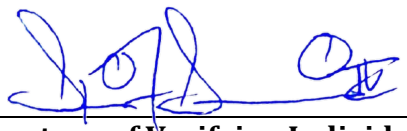
Insa Alabama, LLC

By _____
Its Manager

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

15. Plan for receiving and coordinating information and certifications from registered certifying physicians recommending medical cannabis products for patient and caregiver customers.

The Applicant's retail employees are responsible for gathering new patient information and inputting this information into the Cova Point-of-Sale (POS) system, and for ensuring that all new patients are verified, registered, and appropriately oriented to our retail facility and its services.

Upon entry into the retail facility, all patients, and caregivers must immediately provide their Alabama Medical Cannabis Card, physically or virtually, to the Security Agent in the retail facility entrance and a valid proof of identification. The identification must contain a name, photograph, and date of birth, and shall be limited to one of the following:

- an unexpired Alabama driver's license,
- an unexpired Alabama identification card issued by ALEA;
- passport;
- or any other identification proving identity as approved by the Commission.

Any persons, including children or guests of patients or caregivers, who are unable to provide a medical cannabis card matching a valid patient registry profile, or who are unable to provide, upon request, additional identification to the satisfaction of dispensing site personnel, are prohibited from entering the dispensing site.

All new patients and/or caregivers shall present their Alabama Medical Cannabis Card at the POS station to be registered into the Cova retail POS software. The retail employees shall verify the Alabama Medical Cannabis Card identification number on the medical cannabis card is identical to the identification number included in the patient or caregiver's profile in the patient registry. Additional information from the Alabama Medical Cannabis Patient Registry to record in the patient and/or caregiver record of the POS will include:

- The name of the registered certifying physician.

- Patient/Caregiver recommended form of intake: oral tablet, capsule, tincture, inhaler, or lotion.
- THC content, up to a maximum daily dosage of medical cannabis.

The new patient and/or caregiver profile shall be saved in the Cova POS to ensure that the identification of the patient and/or caregiver; that the ID numbers are accurate, what products the patient and/or caregiver has been recommended and all medical cannabis purchases and the remaining daily/60 day supply available for purchase.

Dosages of medical cannabis purchased by a patient or caregiver are limited to the lower of the maximum daily dosage recommended for the patient by the licensed certifying physician, or the maximum daily dosage permitted by law, which shall not exceed, 50 mg of delta-9 THC. The patient or caregiver may have their daily dosage increased by their registered certifying physician which will be reflected in the Alabama Medical Cannabis Patient Registry.

Once registered every time a patient or caregiver purchases from the Applicant's retail facilities they will show their Alabama Medical ID Card and their Medical Card ID will be verified against the Alabama Medical Patient Registry to verify daily dose limits and total 60-day supply limits to ensure that the Applicant and patient or caregiver are making purchases of medical cannabis in compliance with 538 x-2.07.

All records will be retained for a period of 2 years.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

16. Plan for point-of-sale education, consultation, provision of information, responses to patient and caregiver questions, and instructions for use regarding all medical cannabis products, to be conducted by the certified dispenser at each dispensing site.

The Applicant shall ensure that all licensed retail facilities shall have managing employees who meet the AMCC definition of Certified Dispenser during all operational hours. As noted in 538 x 8.03 a "Certified Dispenser" meets the following requirements:

- Certified Dispenser is a retail managing employee who has completed commission specific training and certification oversee the dispensing of medical cannabis to a qualified patient / caregiver at a dispensing facility.
- The Certified Dispenser is required to have a minimum of two years of education or experience in one of the following fields: biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or similar. The Certified Dispenser shall have completed the Medical Cannabis Foundations course as designated by the commission in 538 4.04 and meet the continuing education requirements of ten (10) hours of continuing education approved by the Commission that covers: proper dispensing procedures, prevention of abuse and diversion of medical cannabis, and other topics related to public health, safety and good business practices relating to cannabis, medical cannabis and the dispensing said products.

Certified Dispenser Retail Responsibilities:

A Certified Dispenser shall be on duty while the dispensing site is open for business. The certified dispenser shall oversee and sign off on all sales of medical cannabis. The certified dispenser is the Applicant employee who has ultimate responsible for each transaction. The Certified Dispenser or a supervised Applicant Retail Employee shall:

1. Verify the validity of the patient/caregiver AMCC card via the Cova POS and Alabama Medical Patient Registry.
    a. If not already completed, initiate a retail Point-of-Sale patient or caregiver profile in Cova to record; the name and medical cannabis card number of the

patient, the name and medical cannabis card number of the caregiver, the name and contact information of the registered certifying physician, the amount and type of medical cannabis being dispensed.

b. The amount and type of medical cannabis recommended by the registered certifying physician.
c. The date and time that the medical cannabis was dispensed.

A Certified Dispenser may, upon patient or caregiver request, provide instructions on the proper administration of medical cannabis, education regarding potential side effects, potential drug interactions, or other aspects of medical cannabis. A Certified Dispenser may not offer advice on the safety or effectiveness of medical cannabis, recommended daily dosage, or type of medical cannabis recommended by the registered certifying physician. All such questions or concerns should be reflected back to the registered certifying physician to address questions or provide advice that the Certified Dispenser cannot.

No cannabis product, including cannabis, will be sold, or otherwise marketed by the Applicant that is not capable of being tested by Independent Testing Laboratories, except as allowed under 538 x-8.00 specific to the related products e.g., inhalers or other administration aids and appropriate storage boxes/units to ensure the security of medical cannabis in a home.

Under the supervision of the Certified Dispenser, retail employees will make available educational materials about cannabis products to consumers. The Applicant shall have an adequate supply of current educational material available for distribution. A copy of our Patient Education Materials is provided below, which meets all of the required regulations. These materials will be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually- and hearing-impaired. These materials will be made available for inspection by the Commission upon request. The Commission will establish fines or other civil penalties for a Cannabis Establishment's failure to provide these materials.

The Applicant's Patient
Education Materials
12/2022

WHAT IS THC & CBD?

THC and CBD are the two main compounds found in the cannabis plant. These compounds are called cannabinoids. There are over 85 cannabinoids in cannabis, but THC and CBD are the most abundantly researched.

THC	CBD
Is the cannabinoid typically attributed to the plant's psychoactive effects	Is the minimally psychoactive cannabinoid that may relieve anxiety, inflammation, and more

Qualifying Conditions & Products

Qualifying Conditions: The following conditions allow the use of Medical Cannabis: Autism Spectrum Disorder, Cancer related cachexia, nausea, weight loss & chronic pain, Crohn's Disease, Depression, Epilepsy or other seizure condition, HIV/AIDS related nausea or weight loss, Panic Disorder, Parkinson's Disease, Persistent nausea, PTSD, Sickle Cell Anemia, Spasticity associated with Multiple Sclerosis or spinal cord injury, Terminal Illness, Tourette's Syndrome, a condition causing chronic or. Intractable pain.

Product Category	**Product Type**	**Max Per Day**	**Flavor**
Inhaled	Oil/Liquid	50/75 mg	Peach
Orally Ingestible	Tablets/Capsules/Gelatin	50/75 mg	Peach
Bloodstream Absorption	Suppositories/Transdermal Patch	50/75 mg	
Topical	Creams/Oils/Gels	50/75 mg	Peach

Dosing & Duration

Start Low & Go Slow
Proper dosing of cannabis will vary by Patients. Patients with limited cannabis experience should begin with their Doctor's recommended potency per serving and adhere to these guidelines.

Mode of Administration	**Timing of onset & effects**	**Time of peak effects**	**Duration of effects**
Inhaled	90 seconds	15-30 minutes	2-3 hours
Orally Ingestible	60-90 minutes	2-6 hours	4-12 hours
Bloodstream Absorption	15-20 minutes	1-2 hours	1-3 hours
Topical	15-20 minutes	1-2 hours	1-2 hours
Note: There is considerable individual variability from individual to individual.			

Eating	Do not consume cannabis or cannabis products on an empty stomach. Consuming cannabis or cannabis-infused products on a full stomach can help to reduce the risk of unwanted intoxicating effects from accidental over-indulgence.
Alcohol	Do not mix cannabis and/or cannabis-infused products with alcohol.
Anxiety & Paranoia	Anxiety and paranoia may accompany over-ingestion. If you are experiencing any feelings of anxiety and paranoia, stay calm and remain in a comfortable, safe environment. The effects will pass with time.
Children & Pets	Never use cannabis around children. Always store all cannabis products in a locked area that is out of sight and reach of children and pets. Keep cannabis in the child- resistant packaging from our store. Secondhand cannabis smoke contains THC and other chemicals that can affect the health of children. If you think a child may have ingested cannabis, call the local Poison Control Center at 800-222-1222. If you think a child needs immediate medical help, call 911.
Cannabis & Pregnancy	If you are pregnant or breastfeeding, or plan to become pregnant soon, leading doctors' organizations recommend that you do not use cannabis. Smoking cannabis or consuming edible cannabis products can expose your baby to potentially harmful substances.
Cannabis & Driving	Driving under the influence of cannabis or cannabis-infused products is a crime. (Ala. Code Ann. §§ 32-5a-191(a)(3)-(4) Cannabis can impair your driving skills by slowing your reaction time, coordination, and concentration and may increase your risk of getting into a car crash. Remember, if you feel different, you drive differently.
Tolerance, Dependence & Withdrawal	Some people who use cannabis long term and are trying to quit report mild withdrawal symptoms that make quitting difficult. Some people may also experience addiction and show the signs and symptoms of drug abuse: • Neglecting responsibilities at work, school, or home due to drug use • Using drugs under dangerous conditions or taking risks while high • Building up a drug tolerance • Causing problems in relationships • Taking drugs to avoid or relieve withdrawal symptoms • Abandoning enjoyed activities • Losing control over drug use, feeling powerless to stop If you or someone you know needs help with substance abuse, help is

	available. You can call. (334)-242-3962 or Please visit: https://www.mh.alabama.gov
Important Regulations	You may not sell cannabis to any other individual. For first offenders, possessing Over 1 ounce of cannabis with the intent to manufacture, distribute, dispense are punishable by a fine of $30,000 and/or imprisonment of 2 – 10 years.
Rules of Consumption	You can consume cannabis and/or cannabis infused products in a private space where consumption is allowed. Smoking is prohibited by state and local laws.
Rules of Sharing	In Alabama gifting or sharing cannabis or cannabis infused products is prohibited.
Rules of Traveling	Never drive under the influence. Keep your cannabis in a secure area of your vehicle, out of reach of the driver and passengers. Stay in Alabama - do not cross state lines with cannabis.
Purchase Limits	Patients 19+ can purchase up to 70 daily doses. Daily doses are 50/75 mg Possessing "for personal use only" is a class A Misdemeanor you may be penalized by up to 1 year imprisonment/$,6000 fine.

WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.
KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Cannabis can impair concentration, coordination, and judgment. In case of accidental ingestion, contact poison control hotline 1-800-222-1222. This product may be illegal outside of AL.
To learn more, please visit: https://amcc.alabama.gov/

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

17. Plan for maintaining confidential information and providing cybersecurity for sensitive information with respect to HIPAA.

Information held by this Applicants Retail Facilities about registered qualifying patients, caregivers, and dispensary employees is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Alabama Medical Cannabis Commission ("the Commission") may access this information to carry out official duties.

Information held by the Commission is subject to the provisions of Rule 538-x-3-.05-3.m.(16)(i) and Rule 538-x-4-.07-12.o.(9) Confidential Information and Cybersecurity Plan.

Additionally, this Applicant's Retail Facilities operate using the same best practices regarding patient privacy and confidentiality that are applicable under the federal Health Insurance Portability and Accountability Act (HIPAA), which places strict and specific privacy requirements on all health care providers.

All patient records and personal data shall be handled, stored, transmitted, and maintained in conformance with HIPAA practices. Applicant employees must take every precaution to safeguard patient information, for example, by refraining from discussing patient data in front of other patients and ensuring that electronic records, such as those displayed on a Point-of-Sale video screen, cannot be viewed by other patients, caregivers, or visitors to the dispensary.

Applicant retail employees will not, without prior written consent, use or disclose any confidential or proprietary information of the dispensary for any reason other than performing their employment duties. Examples of confidential or proprietary information include but are not limited to personal employee information, patient records, trade secrets, sales information, or internal pricing structures.

Employees may not engage in, or knowingly refrain from, any action, where such action or inaction may result in:

1. The unauthorized disclosure of any confidential information to any person; or
2. The unauthorized use of any confidential information by any person; or
3. The infringement by any person of the dispensary's rights in any confidential information.

Information that discloses security/investigative procedures, operations of the dispensary, and patient names and data, are confidential and proprietary and are never released for public consumption. When disclosure is compulsory, such as in the course of an official investigation, approval must be obtained in advance from the Chief Executive Officer.

This procedure applies to all Applicant retail facilities employees and shall be monitored by the Certified Dispenser. Each employee will receive a training session on confidentiality that includes role play examples of how to remain compliant. A sign off for attendance and understanding of training, will be maintained by the General Manager and stored in the employee's personnel file.

In accordance with 538-x-4.07(O)(9) A Confidential Information and Cybersecurity Plan Information held by this Integrated Facility (IF) about registered qualifying patients, personal caregivers, and facility agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Alabama Medical Cannabis Commission ("the Commission") may access this information to carry out official duties.

For additional information regarding the Applicant's Information Technology and Cybersecurity Plan see Exhibit 20, the Company's Policies and Procedures.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

18 - Money Handling (and Tax) Plan

The Applicant understands and plans to comply with all applicable tax laws and regulations as promulgated by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and the local, state, and federal government.

Cash Management

At the start of the day, each Certified Dispenser is assigned their Point of Sale (POS) and given their cash drawer by the Dispensary General Manager (GM). The cash drawer will have a total of [redacted] inside, containing §36-12-40 (and grounds outlined therein)

Throughout the day, General Manager is responsible for putting cash into the safe located in the retail vault. The General Manager will conduct a cash sweep up to §36-12-40 (and grounds outlined therein) per day or upon the Certified Dispensers' request. Our Point of Sale (POS) will be programmed to notify each Certified Dispenser to call for a pickup once the cash till has reached the specified threshold of [redacted]. These measures are designed to reduce the risk of discrepancies and allow for frequent counting to occur.

The Applicant's POS system and Metrc will track each transaction and a record of all sales transactions will be stored and readily available. Any change made to the POS system must be reviewed and approved by the Vice President of Retail, or General Manager in advance of the change being made. The POS will alert the cashier and supervisors of when the [redacted] cash threshold is met within the till and will call for a sweep. At that point the General authorized to do cash pickups will withdraw a specified amount of funds in the forms of §36-12-40 (and grounds outlined therein) and enter the amount into the POS system to be deducted from the tills on hand.

The collected cash will immediately be brought to the retail vault and counted using the cash machine, in full view of the camera. Each cash bag will be counted separately. The total amount of cash counted, as well as the date, time, corresponding till number, and signature of the cash counting manager will be documented on a designated paper receipt. The receipt will be wrapped around the cash prior to returning the cash to the numbered,

zippered cash bag associated with its corresponding till. The cash bag will then be secured in the cash safe. Each cash bag will be reconciled at the end of the shift to ensure the system's sales data is in line with cash on hand.

The Applicant will try to minimize the amount of cash carried in our facility or the Secure Transport vehicle at any one time. We will use best efforts to implement platforms for the electronic payment of funds. Where cash is carried in a vehicle the storage and transport of cash will comply with the requirements of §36-12-40 (and grounds outlined therein)

Securing Cash

All cash will be secured in a locked safe located in the vault separate from the retail sales area and will be used exclusively for the purpose of securing cash. The safe will have a [redacted] combination lock with a slot in which to drop in cash. Records of the date, time and the employees present when the cash storage safe or vault is opened will be maintained via sign-in logs at the cash storage vault. A video camera will be directed to provide images of the area where the cash is kept, handled, and packaged. At no time will the door of the cash storage area be left open while the room is unattended. If the room is in use, all doors will be kept closed and locked with only key card access for entry. The area will only be open during the time required to remove or replace cash. The only employees authorized to access the safe will be the Vice President Retail, the §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

A record of the names of persons having access to the vault where cash is secured will be maintained by the Security Director. Access to the vault room is highly restricted and [redacted] §36-12-40 (and grounds outlined therein) Cash will be counted at minimum [redacted] times each day according to the following schedule:

- §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§

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Handling Discrepancies

In the event of a discrepancy, the Vice President of Retail will be notified to address and investigate the discrepancy. If the discrepancy is found to be true, the Vice President of Retail and the General Manager will notify the Security Director to assist with an investigation. Thorough and accurate documentation will be kept on the investigation and will be reported to key members of the Executive Management Team. If it is determined that there is an error or inaccuracy in the reporting, then the cause will be investigated, and corrective action measures will immediately be put into place to avoid such error or inaccuracy in the future.

Security and Alarm Requirements

The Applicant will have video cameras in all areas that may contain marijuana, vaults, or safes for the purpose of securing cash, at all points of entry and exit. The cameras will be directed at all §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outli
§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein). Cameras will be angled to allow for the capture §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein) premises.

Transportation of Cash

A written process for securing cash and ensuring transfers of deposits to the Applicant's financial institutions on an incremental basis consistent with the requirements for deposit by the financial institution is drafted and is as follows:

Cash will be transported from the Applicant's facility to §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) by the Applicant's secured transport vehicle that is licensed pursuant to §20-2A-65 which has been approved

by the Commission and our financial institution. The Applicant will make all efforts to integrate its procedures with the banking institution used to deposit funds in order to remain compliant, transparent and as efficient as possible.

Cash pickups and change drop-offs will occur within the same instance and will have supporting documentation for each process and be filed in the appropriate area (signed change delivery receipt, cash deposit slip, safe log etc.). Cash deposits and change drop-offs will occur §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) the Applicant reserves the right to adjust this schedule according to business requirements. The Security Director and the Vice President of Retail will be responsible for working with the Secure Transport team and the financial institution regarding scheduling and pickup processes. The Applicant will coordinate with the financial institution to comply with their requirements for frequency of deposits. [redacted]

§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 Video cameras will be directed [redacted]

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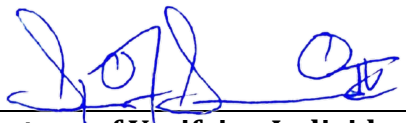
Exhibit 19 – Standard Operating Plan and Procedures

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

19.1 – IT Plan

Applicant views Information Technology (IT) as a critical source of compliance and competitive advantage. The detailed transaction information on every aspect of operations to ensure efficiency, quality, accuracy, and continuous improvement. Information Security underpins the entirety of our IT platform to safeguard systems, data and personnel.

To this end, we architected a fully integrated platform for the business which leverages best in class technologies for each function, with a data/integration strategy that allows management a 360-degree view of every dimension of the business and automating synchronization of data with the state seed-to-sale tracking system: METRC.

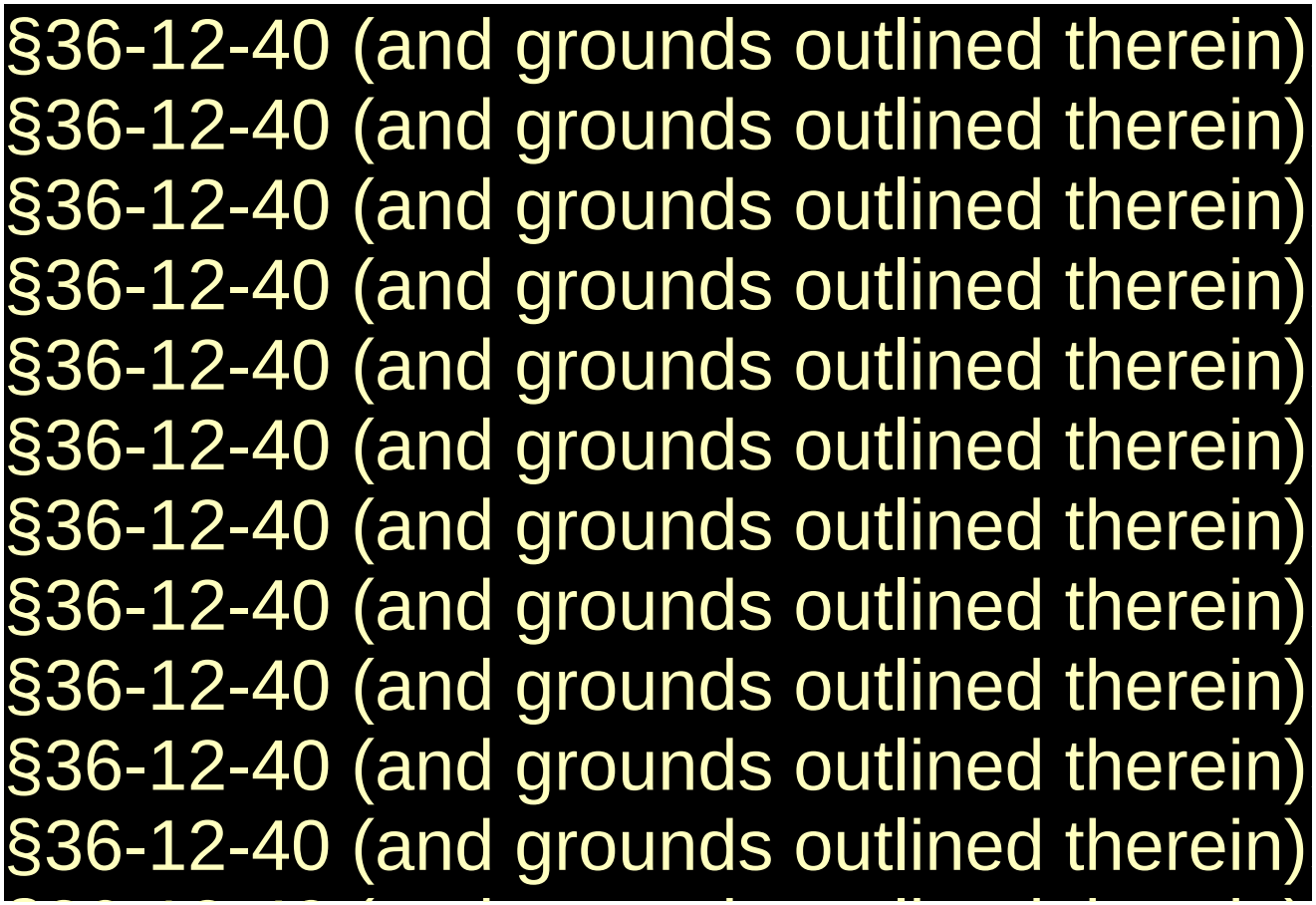


Figure 19.1 - 1: Applicant IT Architecture Diagram

CULTIVATION/PROCESSING: §36-12-40 (and grounds outlined therein) ERP. The Core of our IT Platform is the CannaBusinessERP ("[redacted].ERP") system, which manages every aspect of the business

excepting retail point of sale systems. [redacted].ERP is built on the Sage X3 platform, a major ERP system that was chosen for its strength in "proxy" verticals including Food Service and Nutraceutical Industries. As such, it encompasses *Financials, Distribution, Process Manufacturing, Quality Assurance, Lot Traceability/Recall, CRM and Supply Chain Management*…[redacted].ERP adds *Seed-to-Sale* to X3.

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[redacted].ERP was built in conjunction with Cannabis industry leaders around the world to incorporate best practices in Cultivation, Processing, and Integrated Compliance. Applicant's management has extensive experience with [redacted].ERP and can "hit the ground running" in Cultivation, Processing, Distribution and Compliance by leveraging the platform to streamline operations design, launch, management, and compliance. [redacted].ERP is in production at 60+ companies, including some of the largest cannabis producers around the world. More information is available on [redacted].ERP in Exhibit 22 identified as "SOP-CannaBusiness ERP Overview.pdf".

The platform will be hosted with Amazon Web Services ("AWS") to facilitate faster implementation with continuous uptime and accessed via a VPN for enhanced security. The solution can also be deployed onsite if the AMCC has concerns with an AWS hosted solution.

Key components of [redacted].ERP include:

Seed-to-Sale Traceability	Quality, Inventory & Distribution	Finance & Operations
Plant production, Plant processing, Product Manufacturing	Automated Product Recall Management	Enterprise Financials
Lot Traceability		Multi-Site
Real-time access to Plants, Products, Phases, Locations and History	Integration with inventory & logistics control systems	Full Integration with Seed-to-Sale, Manufacturing, Distribution & Logistics
Waste Management	Integrated Quality Control	Financial Reporting
Bill of Materials Management	Warehousing & Logistics	Multi-Company
METRC Integration		Business Intelligence

This platform provides Applicant the systems and corresponding processes necessary to ensure:

- **Complete and accurate recordkeeping** for all plants, inventory and lot traceability with detailed stock level, movements and transformation history, with greater detail than is available in METRC for plants, locations, inventory, formulations and history.
- **Full integration with METRC** with automatic synchronization of all stock (plant batches, tags, movements, phase changes, harvests, weights, waste management, transfers), manufacturing (processing, batches, recipes), and test results
- **Fully integrated Quality Control** system to track all test results with complete lot traceability for all downstream products. Includes complete recall system for automatic freeze of impacted stock, outbound communications, and reconciliation
- **cGMP Compliance** system with built-in support for CFR 21 Part 11, 110, 111, 112
- **Chain of Custody** management with configurable stock management rules that prevent stock movement based on stock disposition (released, quarantined, rejected)

DISPENSARIES: [redacted] POS. Applicant will utilize the [redacted] Point of Sale, a best-in-class POS purpose-built for medical cannabis dispensaries. Some key components of [redacted] include:

- **Built-in ID Scan** & Age Verification
- **Full integration with METRC** to automatically sync inventory and sales data
- **Inventory Audit** with full reporting of adjustments, changes and reason codes
- **Fraud Detection & Prevention** reporting unusual patterns in sales, inventory

Security. Applicant will utilize world-class Video Surveillance, Access Control and Intrusion Detection (alarm) systems with emphasize on an integrated approach to ensure complete visibility of safety and security. The components are:

Core Systems. Video: §36-12-40 (and grounds outlined therein) video platform with multi-layer maps and full alarm management capabilities to provide a complete overview of the entire installation with support for hundreds of cameras at multiple sites and two-way audio

favored by security professionals. It is fully integrated with our **Access Control** system, §36-12-40 (and grounds outlined therein) provides card-key access control to most any kind of physical asset and seamlessly provides integrated access data to §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) Finally, our §36-12-40 (and grounds outlined therein) is integrated with §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined there

Our network security will meet the ISA/IEC 62443 cyber security requirements set out by 538-x-4.05(2) following recommended best practices pursuant to the standard. All access to hosted solutions is via encrypted communications with SSL.

All employees of the applicant will meet the requirements noted in 538-x-4.05(5) and complete certification training prior to employment, for each specific database as required: AMCC Patient Registry, AMCC Website, and/or METRC. Training will cover confidentiality of the information being received, maintained, and uploaded into these databases. Pursuant to 538-x-4.04(3), certificates of completion will be signed by the employee and trainer and maintained for a minimum of 3 years.

The Applicant will identify a key individual, by position title and name as the Commission Liaison responsible for coordinating, monitoring, and updating (as applicable) the Applicants' inputs into METRC. The Applicant has included its IT Policies in our Policies and Procedures Manual.

19.2 – Plan for Maintenance and Storage of Cannabis

Pursuant to 538-x-4.07(O)(2), the Applicant will utilize proper storage of all cannabis in our Facilities. Harvested cannabis will be stored in secure dry rooms, all cannabis products in Processing, (oil, distillate, WIP, and Finished Goods) will be stored in an on-site climate-controlled Vault to preserve identity, strength, quality, and purity; and protect against physical, chemical, and microbial contamination. Storage procedures for medical cannabis will limit access to essential personnel by position and comply with all legal requirements. The Applicant has included a Maintenance and Storage of Cannabis Plan in our Policies and Procedures Manual.

19.3 – Quality Control/Quality Assurance Plan

The Applicant will utilize the [redacted].ERP platform QA capabilities to implement a comprehensive Quality program that includes:

- Scheduled and ad-hoc inspections not specifically associated with a transaction, including Hazard Analysis Critical Control Point (HACCP), machine calibration checks, and inspections related to downtime events.
- Flexible rules to require inspection and release for specific stock items.
- Enter/Import Certificate of Analysis data from the State Testing Laboratory directly into the system to ensure accurate status and labeling.
- Routine and Scheduled stock audits to ensure continuing quality.

In accordance with 538-x-4.07(O)(3) A Quality Assurance Plan the applicant shall utilize best practices to ensure product quality and patient safety for all cannabis. All products will be thoroughly inspected before being placed on our shelves and sold to our patients. If any concerns are raised, the product will be removed from the shelves until it passes further inspection and/or an investigation. Any products that do not meet our strict quality standards will be rejected and never made available to patients. Any product that exhibits a probability that use of or exposure to the product might cause adverse health consequences will be recalled and disposed of in accordance with 538-x-4.07(O)(4) Contamination and Recall Plan and 538-x-4.07(O)(10) A Cannabis/Medical Cannabis Waste and Disposal Plan. The Applicant has included the Company's Quality Control/Quality Assurance Plan in Exhibit 39.

19.4 – Contamination and Recall Plan

In accordance with 538-x-4.07(O)(4) Contamination and Recall Plan, the Facility shall maintain and conform to this procedure for handling voluntary and mandatory recalls of cannabis. The Company's procedure will be adequate to deal with recalls due to any action initiated at the request or order of the AMCC (the "Commission"), the Alabama Department of Public Health (the "Department"), and any voluntary action by the Facility to remove defective or potentially defective cannabis from the market, as well as any action undertaken to promote public health and safety. This procedure shall include measures for

ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated cannabis is segregated from other cannabis and destroyed. This procedure shall also provide for written documentation of the disposition of the Medical cannabis. In the event of a product recall, appropriate measures will be taken to notify patients and the appropriate regulatory authority of the recall. The General Manager (GM) will provide oversight of this process and review the plan annually for improvements. This procedure applies to the Vice President of Production.

The Applicant will leverage [redacted].ERP features for Recall and Track and Trace to facilitate any recall as necessary. The system supports:

- End to end detailed lot traceability
- Support for sampling and retention samples
- Stock trace and recall workbench by non-conforming product/lot or by work center
- Automatic freeze of impacted stock
- Calls + Letters and reconciliation report

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The Applicant has included a Contamination and Recall Plan in Exhibit 40.

19.5 – Criminal Activity Plan

In accordance with 538-x-4.07(O)(5) Criminal Activity Plan the applicant will maintain and review, once per year, our Criminal Activity Plan. The applicant shall make every effort to prevent unlawful diversion of cannabis inventory by employees, patients, caregivers, visitors, vendors, contractors, and any other persons, whether purposely or inadvertently.

Our Company will reconcile inventory §36-12-40 (and grounds outlined therein) to ensure that all sales of cannabis are made only to authorized patients and there is no unlawful diversion, and that all transactions are accurately recorded within the mandated Seed to Sale Tracking System.

In the event of Criminal Activity is occurring within the facility, the Applicants Security Team shall take charge of the situation, looking first to employee, patient, visitor, and consumer safety and secondly to the prevention of the criminal activity. The Facility shall report to the Alabama Medical Cannabis Commission (the "Commission") and, where applicable, to local law enforcement, all incidents including but not limited to losses or thefts of medical cannabis products and medical and other emergencies. Investigations shall commence within 24 hours of any criminal activity and the applicant will work to ensure that patients, caregivers, vendors, customers, and others have access to medical cannabis during normal hours. The Applicant has included a Criminal Activity Plan, identified as "Criminal Activity Plan" in Exhibit 20 – Standard Operating Procedures.

19.6 – Emergency Procedures/Disaster Plan

In accordance with 538-x-4.07(O)(6) An Emergency Procedures/Disaster Plan the applicant will maintain and review, once per year, our Emergency Procedures and Disaster Plan. The Applicant Emergency Response Plan (ERP) reflects and incorporates the primary goal of the Applicant to protect employees, patients, vendors, contractors, visitors, customers, preserve property, and secure all cannabis and medical cannabis while maintaining access to medical cannabis. Implementation of the ERP is a response to active threats, acts of violent incidents, severe weather, etc. involving making decisions during emergencies that may affect applicant operations, schedules, and work assignments in the applicant community. This plan applies to all applicant facilities and all employees, patients, consumers, customers, visitors, vendors, and contractors. The Applicant has included an Emergency Procedures and Disaster Plan, identified as "Emergency Procedures and Disaster Plan" in Exhibit 20 – Standard Operating Procedures.

19.7– Alcohol, Smoke, and Drug-Free Workplace

In accordance with 538-x-4.07(O)(7) Alcohol, Smoke and Drug-Free Workplace and Non-Discrimination Policy the applicant will maintain and review, once per year, our policies specific to an Alcohol, Smoke and Drug-Free Workplace, and our Non-Discrimination Policy. Our Company has a vital interest in maintaining a safe and healthy working environment for our employees, visitors, and medical patients. The use of alcohol or

controlled substances in the workplace is strictly prohibited. This policy is explicitly in the Employee Handbook; a copy of which shall be assigned to each employee of our Company. Our Company is an equal opportunity organization and will not allow discrimination based upon age, ethnicity, ancestry, gender, national origin, disability, race, size, religion, sexual orientation, socioeconomic background, or any other status prohibited by applicable law.

Alcohol, Smoke, and Drug-Free Workplace Policy

In compliance with the Drug-Free Workplace Act of 1988, our Company has a commitment to provide a safe, quality -oriented, and productive work environment. It is our desire to provide a drug-free, healthful, and safe workplace. Alcohol and drug abuse pose a threat to the health and safety of our employees, and to the security of the Company's equipment and facilities. For these reasons, our Company has a no tolerance workplace policy.

Applicant has included its Alcohol, Smoke, and Drug-Free Workplace Policy in Exhibit 20 and in the Employee Handbook.

19.8 – Employee Safety Plan

In accordance with 538-x-4.07(O)(8) An Employee Safety Plan, the applicant shall maintain and review, no less than annually, and Employee Safety Plan that meets OSHA Hazard Communication Standard 29 CFR 1910.1200, OSHA Emergency Action Plan Standard 29 CFR 1910.38, OSHA Fire Safety Standard 29 CFR 1910.39, OSHA Exit Routes Standards. 29 CFR 1910.34, 29 CFR 1910.35, 29 CFR 1910.36, 29 CFR 1910.37, OSHA Medical and First Aid Standard 29 CFR 1910.151, OSHA Electrical Safety Standard 29 CFR 1910 Subpart S and OSHA Lockout/Tagout Standard 29 CFR 1910.147. See Exhibit 20 for the following SOP's: Hazard Communications Plan, Emergency Action Plan, Respiratory Hazards Plan, and Chemical Management Plan

19.9 – Confidential Information and Cybersecurity Plan

In accordance with 538-x-4.07(O)(9) A Confidential Information and Cybersecurity Plan shall be held by this Integrated Facility about registered qualifying patients, personal caregivers, and facility agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or

pursuant to an order from a court of competent jurisdiction, provided however, the Alabama Medical Cannabis Commission ("the Commission") may access this information to carry out official duties.

Our objective, in the development and implementation of this comprehensive written Confidential Information and Cybersecurity (the “Plan”), is to create effective administrative, technical, and physical safeguards for the protection of personal information and Sensitively Personally Identifying information (“SPII”). Our Plan will comply with our obligations under the medical cannabis state laws, and the Alabama Data Breach Notification Act of 2018 - 396 (“the Act”). The Plan sets forth our procedure and plan for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information, implementing a system of security, and steps to conduct an assessment of its data security and establish reasonable security measures to protect SPII from being breached.

The Alabama Data Breach Notification Act of 2018 (*Acts 2018-396*) requires certain entities to provide notice to certain persons upon a breach of security that results in the unauthorized acquisition of Sensitive Personally Identifying Information (PII).

Purpose

The purpose of the Plan is to:

- Designate an employee or employees to coordinate the Applicant’s security measures to protect against a breach of security.
- Identify internal and external risks of a breach of security.
- Ensure the security and confidentiality of personal information.
- Adopt appropriate safeguards to address identified risks of a breach of security and assess the effectiveness of such safeguards.
- Protect against any anticipated threats or hazards to the security or integrity of such information.
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity threat or fraud.

- Retain service providers who are contractually required to maintain appropriate safeguards for SPII.
- Evaluate and adjust security measures to account for changes in circumstances affecting the security of SPII.
- Provide notification to the Applicant's board of directors of the overall status of its security measures.

Scope

In formulating and implementing the Plan, we will:

- Identify reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing personal information.
- Assess the likelihood and potential damage of these threats, taking into consideration the sensitivity of the personal information.
- Evaluate the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risks.
- Design and implement a plan that puts safeguards in place to minimize those risks.
- Regularly monitor the effectiveness of those safeguards.

Definitions

The following word as used herein shall, unless the context requires otherwise, have the following meanings:

Breach of security or breach: A "breach of security" or "breach" is defined as the unauthorized acquisition of data in electronic form containing sensitive personally identifying information. Acquisition occurring over a period of time committed by the same entity constitute one breach.

Covered entity: A person, sole proprietorship, partnership, government entity, corporation, nonprofit, trust, estate, cooperative association, or other business entity that acquires or uses sensitive personally identifying information.

Electronic: Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

Encrypted, the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key.

Individual: Any Alabama resident whose sensitive personally identifying information was, or the covered entity reasonably believes to have been, accessed as a result of the breach.

Sensitively Personally Identifying Information ("SPII"): is defined as an Alabama resident's first name or first initial and last name in the combination with one or more of the following with respect to the same Alabama resident:

- A non-truncated Social Security number or tax identification number.
- A non-truncated driver's license number, state-issued identification card number, passport number or military identification number or other unique identification number issued on a government document used to verify the identity of a specific individual.
- A financial account number, including a bank account number, credit card number or debit card number in combination with any security code, access code, password, expiration date or PIN, that is necessary to access the financial account or to conduct a transaction that will credit or debit the financial account.
- Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
- An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- A username or email address, in combination with a password or security question and answer that would permit access to an online account affiliated with the covered entity that is reasonably likely to contain or is used to obtain sensitive personally identifying information.

The Act covers SPII of any individual – customer, employee, contractor or any other person.

Third-party agent: An entity that has been contracted to maintain, store, posses, or is otherwise permitted to access sensitive personally identifying information in connection with providing services to a covered entity.

We have designated the Compliance Director to implement, supervise and maintain the Plan. The Compliance Director will be responsible for:

- Initial implementation of the Plan;
- Training owners, manager, and employees;
- Regular testing of the Plan's safeguards;
- Evaluating the ability of each of our third-party agents to protect in the manner required by the Alabama Data Breach Notification Act 2018-396, the personal information to which we have permitted them access and to confirm that sensitively personally identifying information protective security measures are in place. As such, all third-party agents working with the Applicant will be contracted to acknowledge confirmation of compliance as per the Alabama Date Breach Notification Act 2018-396.
- Reviewing the scope of the security measures in the Plan at least annually, or whenever there is a material change in our business practices that may implicate the security or integrity of records containing sensitively personally identifying information.
- Conduct training sessions for all employees and independent contractors, including temporary and contract employees who have access to SPII on the elements of the Plan.

Internal Risks

To combat internal risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing SPII, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory.

- A copy of this Plan must be distributed to each employee.

- There must be regular retraining of employees on the detailed provisions of the Plan and all current employees will be required to sign the Plan certifying they have received a written copy.
- Employees are required to comply with the provisions of the Plan. Any nonconforming use of personal information during or after employment will result in disciplinary action, up to and including immediate termination of employment.
- The amount of personal information collected is limited to that amount reasonably necessary to accomplish our legitimate business purposes, or necessary for us to comply with other state or federal regulations.
- Access to records containing personal information is limited to those persons who are reasonably required to know such information in order to accomplish our legitimate business purpose or to enable us to comply with other state or federal regulations.
- Only authorized employees can logon to the network. Each user's access is password protected.
- All security measures shall be reviewed whenever there is a material change in our business practices that may reasonably implicate the security or integrity of records containing personal information. The Chief Operating Officer shall be responsible for this review and shall fully apprise management of the results of that review and any recommendations for improved security arising out of that review.
- Personal Information may be stored electronically or in paper format.

Electronic

Data is stored on locally and backed up locally on the Corporate Network and accessed by employees via shared network folders. Users store data locally on their computers as well. Computers located at all facilities require a username and password.

The individual desktops require a username and password access. All passwords of users authorized to access desktops containing SPII must be changed every 4 months.

Paper

Personal information may also be stored on paper. All personal information contained on paper is kept in locked file cabinets within the office. At the end of each evening the door is locked to the office. The Executive Management Team are the only individual who have keys to the locked file cabinets.

A terminated employee's physical and electronic network access is immediately blocked upon termination. Such terminated employee shall be required to surrender all keys and digital key fobs that permit access to our premises or information. Moreover, such terminated employee's remote electronic access to personal information must be disabled; his/her voicemail access, email access, internet access, and passwords must be invalidated. The Chief Executive Officer shall maintain a highly secured master list of all lock combinations, passwords, and keys.

Employees are encouraged to report any suspicious or unauthorized use of patient and caregiver information.

Whenever there is an incident that requires notification under the Alabama Data Breach Notification Act of 2018-396, the Applicant will conduct a good faith and prompt investigation to determine:

- The scope of the breach.
- Whose information was compromised, and the nature of that information.
- Whether the breached information is "reasonably likely to cause substantial harm" to the person(s) whose information was lost; and
- Measures to be taken to restore security of the information and system breached.

At the end of the workday, all files and other records containing personal information are stored in locked files, storage areas or containers.

This written Plan represents the Applicant's rules ensuring that reasonable restrictions exist for obtaining physical access to records containing personal information. Such restrictions include allowing physical access to records to those personnel requiring access to perform their assignments, as listed above; that such records and data are to be stored in

locked cabinets, locked individual offices, locked office suites as listed in the paragraph above; that the office is locked during off-hours to all unauthorized personnel.

Paper or electronic records (including records stored on hard drives or other electronic media) containing personal information shall be disposed of by the Compliance Director only in a manner that complies with local and state regulations. Mail received containing Personal Information should be immediately given to the Compliance Director so that the mail is handled consistent with the safeguards contained in this Plan.

Records related to a security breach that require notification to the Attorney General or to any individual affected will be maintained for five years.

External Risks

To combat external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing SPII, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory.

- The Applicant's firewall protection is provided and managed by a reputable third-party technology partner.
- Backup PC and other computers have regular security updates.
- The Applicant's antivirus software and malware protection are routinely updated. The software is updated regularly by our IT Contractor.
- All personnel are instructed not to copy, use, maintain or otherwise have any personal information on company or personal laptops or other portable devices. To the extent that personal data is needed to be accessed or used by an employee the devices used will be username and password protected.
- No personal information will be accessed via a public network. No personal information will be emailed from a work-related email account to a personal account, nor will any Personal Information be maintained on an unsecure device.
- All Company laptops will be password protected and require a username and password in order to be able to use and access the laptop.

- Employees who access the servers remotely by smartphone or other personal computer equipment are required to have the devices password protected. In addition, any home desktop computer used to remotely access our servers will be username and password protected.
- In the event that an employee with remote access rights must download personal information to a local drive, that document must be password protected.
- Secure user authentication protocols in place allow only the following individuals to have administrative rights/access to the fileserver and/or the ability to create new users on the network through our managed IT service provider.
- All files that are physically removed from the office and contain personal information must be maintained on the person or in a locked and/or secure place. Reasonable precautions must be assumed in an effort to protect any documents in a person's possession outside the office.

Reporting of a breach

If the Applicant had determined it has suffered a breach of information that is "reasonably likely to cause substantial harm," will give notice of the breach in accordance with Alabama law to the affected Alabama residents. Notice will be given as expeditiously as possible and without reasonable delay, but in no event more than 45 days from the determination of the breach. The notice will be delayed when requested by federal or state law enforcement based on a criminal investigation or national security issues. The notice will include but not be limited to the following:

- The date of the breach
- The SPII that was breached
- The actions taken to restore the confidentiality of the data
- The actions that the impacted individual can take to protect themselves from the breach
- Information about how to contact the Company with questions

The Applicant will always submit a notice of a breach to the affected individual, even if only one person is affected.

Notice to the attorney general is only required if the number of affected Alabama residents exceeds 1,000 people.

The Applicant has included its full IT/Cybersecurity Plan in Exhibit 20 which includes a Confidential Information and Cybersecurity Plan – HIPAA Security Plan.

19.10 – A Plan for Tracking and Proper Disposal of Waste Cannabis

In accordance with 538-x-4.07(O)(10) a Cannabis/Medical Cannabis Waste and Disposal Plan this Integrated Facility shall ensure all Green Waste is captured in clearly designated bins, weighed daily, and rendered unusable using the SHRED-3 Industrial Grinder and mixing at a 1:1 ratio with an organic substance prior to sending to organic waste reclamation. All cannabis waste will be recorded via a standard Waste Log that records employee, total weight in grams, all mandated Seed-to-Sale identification, and destruction date. Each Waste Log will be signed by the employees performing the final green waste disposition and kept on file in accordance with 538-x-9.03(M)(10) for a minimum of two (2) years and longer at the request of the AMCC or law enforcement.

The Applicant will leverage [redacted].ERP Waste functionality to record and track waste processing, including:

- Waste packages tracked in inventory through the destruction process
- Track/trace waste packages from all features in the system
- Recording of destruction methods with employee tracking
- METRC Regulatory system integration

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The Applicant has included a Waste Management Plan in Exhibit 20 – Policies and Procedures Manual.

19.11 – Security Plan

The Applicant has included its Security Plan for Integrated Facilities, identified as "Security Plan" in Exhibit 33.

19.12 – Grow Plan

The Applicant will cultivate cannabis in greenhouses. There are 2 phases of greenhouses in development, totaling §36-12-40 (and grounds outlined therein) as follows:

The ranges in both phases will be continuously operated year-round in perpetual harvest to ensure consistent supply and maximize efficiency of labor.

Phased Approach:

Phase I: Applicant will initiate cultivation with §36-12-40 (and grounds outlined therein) to provide access to biomass for processors (and ultimately patients) in the most immediate time frame. Applicant will continue operating these greenhouses on a go-forward basis. In **Phase II:** Applicant will implement a §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) to allow for greater selection and variability of strains with the ability to fine tune resultant cannabinoids over time.

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PHASE:	I	II
	Greenhouse 'B'	Greenhouse 'A'
Type:	§36-12-40 (and grounds outlined therein)	
In Service Dt:	§36-12-40 (and grounds outlined therein)	
Operations:	§36-12-40 (and grounds outlined therein)	
Construction:	§36-12-40 (and grounds outlined therein)	
Size [sq ft]: Houses:	§36-12-40 (and grounds outlined therein)	
Automation Controls:	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
Method(s):	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
Mode:	§36-12-40 (and grounds outlined therein)	
Medium:	§36-12-40 (and grounds outlined therein)	
Irrigation:	§36-12-40 (and grounds outlined therein)	
Floor:	§36-12-40 (and grounds outlined therein)	

The Applicant's management team has extensive experience in cultivating cannabis at large scale while ensuring consistency, quality, and continuous compliance. This approach is based on process manufacturing and requires careful planning and control of all phases of the cultivation process. Shown below is an overview of the cultivation life cycle for cannabis plants in a production environment, together with key METRC integration points to ensure continuous compliance.

§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

- **Cultivation Management**. All plants will be managed utilizing the [redacted].ERP system as discussed in 19.1 "IT Plan" and "§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) ERP". This allows Applicant to manage every step of the cultivation process, including cultivation, harvest, waste, fertigation, labor and materials. Some key components include:
  - ✓ Trace from seed or clone through harvest to sale
  - ✓ Complete control and visibility of plants, phases, locations, providence, nutrition and IPM throughout the cultivation process
  - ✓ Support for compliance and regulation reporting with comprehensive material tracking
  - ✓ Accounting for complete costing breakdowns including daily cost allocations, shortages and consumption
- **IPM.** All pest and disease pressures will be addressed via an Integrated Pest Management ("IPM") program using only biological controls and/or pesticides approved by the ADAI in accordance with ANR_2365.
- **Automation and Controls.** All Environmental controls will be programmed and executed by an §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein), to include control of Lights, Vents, Fans,

HVAC, CO2, Light Shade/Depravation curtains, Fertigation as well as issuance of Alerts. More information on the §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) system is available in Exhibit 22 identified as "§36-12-40 (and grounds outlined therein)§36-12-40 (and groun.

§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

19.13 – Engineering Plans and Specifications

The Applicant has included its Engineering Plans and Specifications, identified as "Engineering Plans and Specifications" in Exhibit 32.

19.14 – Plan to ensure Chain of Custody, Inventory, and Tracking of Medical Cannabis

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Production Facility. Our Process Manufacturing approach leverages the [redacted].ERP platform to track every plant tag, phase, movement, location, activity, transformation, and disposition throughout its life cycle. Each event in the lifecycle of the plant is recorded through a scan of the plant tag or the plant group with regular reconciliations and reporting on plants by strain, phase, location, and status. Automated, real-time synchronization and reconciliation with METRC ensures state visibility of all data to prevent unlawful diversion of cannabis.

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The Applicant has included the full list of METRC Integration Events in [redacted].ERP as referenced and attached to Exhibit 22 (identified as "SOP-CBERP-Metrc-Events – Attachment to Exhibit 22, Section 22.2"). Some key METRC cultivation events that are automated by [redacted].ERP include:

Immature	Mature	Harvest	Other
Plant batch creation (from package)	Tag plants	Individual wet weight (harvest)	Collect general waste
Split plant batches	Move plants	Finish harvest	Merge strains
Package immature plants	Change plant phase (vegetative or flowering)	Move harvest	Create room
Move immature plant batch	Destroy plants	Destroy harvest waste	Adjust package
Destroy immature plants		Create packages from harvest	

Dispensaries. The [redacted] point-of-sale system (POS) system also supports this SOP with automated METRC synchronization to ensure sales are made only to registered patients,

there is no unlawful diversion, and all transactions are accurately recorded within the POS and the mandated Seed to Sale tracking system.

Some key components include:

- **Scales will be directly integrated** with [redacted] software to accurately track the weight of each transaction, repackaging or movement of inventory
- Inventory Batch Tracking – **Inventory will be tracked by the individual batch or product order**, from the time it enters the dispensary's possession until the time it is sold to a customer, making inventory management simple and accurate.
- **Barcode Scanning** – Each inventory item may have its own 16-digit barcode that is used to log and track the product as it moves from inventory stock to the showroom, and ultimately a sales transaction. Built-in barcode scanning capability enables the operation to process inventory, shipments, and sales more quickly while reducing human error at the same time.
- **Customer Identification Requirements** – Built-in ID scanner with Age Verification allows Customer IDs to be scanned and recorded, ensuring staff will double check IDs) authenticate the identity of the individual and b) ensure requisite patient registry credentials.
- Prevention of sales that exceed the legal limit for THC.
- All retail sales to consumers are **automatically tracked and reported back to METRC** in real time to updates sales units, prices and inventory levels.
- **Direct receiving of manifests** in [redacted] from cultivators/processors ensures updates to METRC to show the inventory has been received.
- **Daily reconciliation of inventory** with barcode scanning. Discrepancies require manager approval to submit bulk adjustments and reason codes to METRC
- **Advanced Security Roles & Permissions** –control who can access organization data. This capability allows our executive management team to create a unique set of permissions and data access throughout the organization and dramatically reduces the opportunity for internal theft or fraud.

Protocol. Our chain of custody protocol requires §36-12-40 (and grounds outlined therein)

Remainder of page intentionally left blank.

Exhibit 20 – Policies 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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

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Summary

The document within contains the Applicant's fully formed Policies and Procedures for its Integrated Facility Operations. The Policies and Procedures are dynamic documents that will change with the underlying processes and regulations as necessary. The plans, manuals, and policies and procedures in this document are separate documents but have been compiled as one document for this requirement. The Applicant may develop additional policies and procedures prior to opening its facility and will seek prior approval from the Commission when adding a new procedure to the operations.

IT Manual

- The Information Technology and Cybersecurity Manual (the "IT Manual") details the Company's Written Information Security Program ("WISP"); Incident Response Plan ("IRP"); Business Continuity and Disaster Recovery Plan ("BCP"); and Data Protection Policy and is primarily intended to assist the Company in ensuring the availability, integrity, and confidentiality of information, as appropriate, and provide an acceptable technology control environment for the Company's operations.

Medical Cannabis Storage Plan

- All Medical Cannabis Storage will be performed in such a manner to reduce contamination, limit opportunities for diversion/theft and preserve the integrity of the final packaged products.

Criminal Activity Plan

- Using a layered security approach: camera coverage, audio coverage, access controls and real-time inventory tracking across the Integrated Facilities, the applicant will implement strategies and detection methodologies to prevent any criminal activity within its facilities.

Emergency Procedures and Disaster Plan

- The Applicant is committed to the migration of any emergency as muchas as possible through preparation and planning. The objective of this program is to ensure emergency action plans are created prior to work beginning onsite and to prepare employees to deal with emergency situations. This will ensure quick, correct, and decisive responses to minimize injury and loss of life. Employees of the applicant will be informed of this plan and trained to respond to emergency situations.

Alcohol, Smoke and Drug Free Workplace Policy

- As stated, the Applicant has a written policy to provide a safe, quality -oriented, and productive work environment. It is our desire to provide a drug-free, healthful, and safe workplace. Alcohol and drug abuse pose a threat to the health and safety of our employees, and to the security of the Company's equipment and facilities. For these reasons, our Company has a no tolerance workplace policy.

Employee Safety Plan

- The Applicant is committed to the health and safety of all employees. The purpose of the Health and Safety Policies and Procedures is to provide guidance and direction to all employees to work safely and prevent injury, to themselves and others. Additionally, this plan notifies employees of their rights under OSHA for Health and Safety.

Chemical Hazard Plan

- The applicant is committed to providing a safe and healthy workplace for its employees. The objective of this program is to ensure that all hazardous materials in the workplace are evaluated prior to use and that protective mitigations are in place. This program is also to ensure that the information about these materials is effectively communicated to employees.

Chemical Management Plan

- The program outlines the hierarchy and responsibility for managing the use of chemicals during the creation, production and use of medical cannabis distillate and other medical cannabis products. The objective of this program is to ensure that all hazardous materials in the workplace are evaluated prior to use and that protective mitigations are in place that are specific to a Medical Cannabis lab.

Respiratory Hazard Plan

- This program provides clear guidance for employees and supervisors in order to ensure the use of respirators is properly implemented, managed, and maintained. The Respiratory Protection Program applies to all employees, contractors, and others who work on company sites who must use respiratory protection.

Confidential Information and Cybersecurity Plan

- The Applicant's objective, in the development and implementation of this comprehensive written Confidential Information and Cybersecurity (the "Plan"), is to create effective administrative, technical, and physical safeguards for the protection of personal information and Sensitively Personally Identifying information ("SPII"). Our Plan complies with the obligations under the medical cannabis state laws, and the Alabama Data Breach Notification Act of 2018 - 396 ("the Act"). The Plan sets forth the procedure for evaluating electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information, implementing a system of security, and steps to conduct an assessment of its data security and establish reasonable security measures to protect SPII from being breached.

Medical Cannabis Waste Disposal Plan

- The plan ensures that all recyclables and waste, including organic waste composed of or containing finished medical cannabis and cannabis products, will be stored, secured, and managed in accordance with all applicable state and local statutes,

ordinances, and regulations. All exterior waste receptacles located on Applicant premises will be locked and secured as to prevent unauthorized access.

Cultivation Policy and Procedure Manual

- The purpose of this policy is to ensure the health, safety, and security of the public, our employees, and the integrity of medical cannabis as it relates to our cultivation practices as defined in Chapter 80-14-1 and Chapter 2A to Title 20, Code of Alabama 1975. Our policy and procedure provide specific, methodical, and consistent procedures with the cultivation practices applied to our greenhouse cultivation practices. The Applicant's cultivation team will use best practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pest, mildews, and any other contaminate posing potential harm.

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IT Plan

Information Technology and

Cybersecurity Manual ("IT Manual")

Includes:

Written Information Security Program ("WISP")

Incident Response Plan ("IRP")

Business Continuity and Disaster Recovery Plan ("BCP")

DECEMBER 2022

This IT Manual is the sole property of the Applicant (as defined below) and must be returned to the Applicant should a Supervised Person's association with the Company end. The contents of this IT Manual are confidential. Without prior approval, Supervised Persons may not reproduce or copy this IT Manual, or any portion of it, or make it available in any form to non-Supervised Persons.

Introduction

Company Overview

The Applicant is an Alabama LLC licensed as an Integrated Medical Cannabis Producer. The company is engaged in the cultivation, processing, manufacturing, secure transportation and dispensing of medical cannabis-based products.

The company cultivates, processes and manufactures cannabis-based products at i§36-12-40 (and grounds outlined therein) The company also dispenses cannabis at 5 locations throughout the state. As cannabis is a regulated product in the state of Alabama, the company, its personnel and its customers are subject to regulation by the Alabama Medical Cannabis Commission ("AMCC").

Purpose of the IT Manual

This Information Technology and Cybersecurity Manual (the "IT Manual") details the Company's Written Information Security Program ("WISP"); Incident Response Plan ("IRP"); Business Continuity and Disaster Recovery Plan ("BCP"); and Data Protection Policy and is primarily intended to assist the Company in ensuring the availability, integrity, and confidentiality of information, as appropriate, and provide an acceptable technology control environment for the Company's operations.

As such, this IT Manual is reasonably designed to: (a) establish policies and procedures to protect the systems, data, and other digital assets the Company, and its other stakeholders, as well as to define the persons with responsibility for overseeing these policies and procedures; (b) define, in advance, the action employees must take in the event the Company suffers a digital attack or a breach, whether malicious or unintentional; (c) ensure the Companys business continues to operate and/or operating capacity is recovered in the event of a disaster or other significant business disruption; and (d) ensure compliance with applicable privacy regulations.

Objectives of the WISP

The Director, Information Technology is responsible for the implementation and maintenance of the WISP and will review and revise it on an ongoing basis, as necessary, to reflect any changes to changes to roles, responsibilities or core business functions and the systems that support them. At a high level, the goal of the WISP is to leverage and adopt practical practices to identify, protect, and maintain information and the security thereof by:

- Benchmarking the Company's current technology risk posture and potential risks;
- identifying and implementing changes as reasonably as possible;
- describing the target state of information security at the Company;
- implementing access controls, technology, and processes/procedures to protect assets; and
- periodically assessing progress and effectiveness.

Objectives of the IRP

At a high level, the goal of the IRP is to provide a framework for detecting, responding to, and recovering information from a security incident by providing methods to:

- detect a breach;
- respond to a breach in accordance with applicable state, federal, and regulatory laws and mandates; and
- learn from incidents and improving the Company's processes after an incident.

Objectives of the BCP

At a high level, the goal of the BCP is to provide guidance to employees regarding how to respond in the event of a business disruption by outlining:

- documented processes and procedures to follow to ensure the continuity of the

Company's business and that operations are up and running in the event of an incident causing failure or impaired availability to a system, service or an entire core business function;

- documented processes and procedures to follow to recover services to a state of permanence in the event of an incident causing failure or impaired availability to a system, service, or an entire core business function; and
- when to activate the business continuity aspects of the BCP, and when to activate the disaster recovery aspects of the BCP.

The IT Department will review and revise the BCP on an ongoing basis, as necessary, to reflect any changes in roles, responsibilities or core business functions and the systems that support them. The BCP is generally tested annually, when roles change, and when significant operational changes occur.

IT Manual Scope

This IT Manual applies to all "Supervised Persons" of the Company. All data managed by the Company subject to this IT Manual. The policies within this IT Manual also serve as guidelines for protections that must be in place for IT-related vendors, contractors, and consultants that maintain data on behalf of the Company or any such vendors, contractors or consultants interfacing with the Company's IT systems as identified by IT. The data covered by this IT Manual includes any information stored, accessed, or collected by the Company. All employees and those that act on behalf of the Company are required to display integrity and make ethical decisions in the execution of their relevant roles and responsibilities.

Commitment to Security

The Company is committed to protecting its employees, customers, and the Company from acts that pose a threat to the personal well-being of individuals and the overall operations

of the Company. It is the responsibility of everyone at the Company to contribute to the efforts of safeguarding critical data and assets. Safeguarding Company data is not achieved through a single solution or action, but rather requires a combination of processes, tools, and awareness. The Company has built robust policies discussed throughout this IT Manual for information security safeguards, which should be followed when conducting activities with regards to its critical data and assets.

For the Company to achieve proper information security, three main objectives are taken into consideration in a manner that suits the Company's business operations while also protecting its assets:

- Confidentiality: Data must be protected and secured such that only those granted access to data can see that data.
- Integrity: Data should be accurate and not subject to tampering or other deviations.
- Availability: Data must be available to those who need access within a reasonable timeframe.

IT Department - IT Department Responsibilities

The IT Department is primarily responsible for the following:

- Maintaining and monitoring the Company's cybersecurity, information technology, and information security practices and processes.
- Acting as custodian for Company-wide cybersecurity and information security processes (e.g., privileged user management, roles/responsibilities, data classification, etc.) through review and validation.
- Providing day-to-day IT support to the Company's employees.
- Owning, reviewing, and maintaining this IT Manual.
- Reviewing and authorizing any exceptions to the policies of this IT Manual.
- Vetting and reviewing major changes to the Company's technology and operational environments, as required, and ensuring the changes meet the Company's security standards.

- Reviewing and facilitating periodic assessments, both functional and risk, of the Company's technology and operational environments.
- Selecting technology vendors and related service providers that align with the needs of the Company.
- Governing relationships with major technology vendors and service providers.
- Overseeing the implementation and operation of the Company's third-party management program and ensuring due diligence and risk assessments are performed for technology vendors and other relevant service providers, including proper contractual terms, as appropriate.
- Overseeing periodic testing of the Company's technology required to fulfill the Company's Business Continuity and Disaster Recovery Plan (the "BCP") and identifying any necessary remediation and improvements.
- Initiating ad-hoc projects, as needed, to investigate and review pros/cons and risks associated with security initiatives within the cybersecurity industry.
- Involving outside advisers and consultants as useful or necessary to help promote, enhance or validate the Company's cybersecurity, information technology, and information security posture.

Separation of Duties

No single individual in the Company has unfettered access to perform a configuration change, reproduce or decommission all data, systems, or applications. Any configuration changes, reproduction or decommissioning of data, systems, or applications, must be approved by IT in advance. In the event of a need for an emergency change, reproduction or decommissioning, the situation will be recorded in an emergency change log, and IT will be notified.

Exceptions

IT may grant exceptions to authorize actions or the use of technology assets or data that are not compliant with this IT Manual. For any such exceptions, IT will assess the risks, if any, associated with the exception and ensure compensating controls exist. Any exceptions granted will be logged.

Notification and Acknowledgement

IT shall be responsible for notifying employees of their obligations under this IT Manual and for providing a copy of this IT Manual to all employees. Such notification shall take place through, among other things, regular dissemination of this IT Manual.

On an annual basis, the Company shall disseminate and receive from each employee an acknowledgement of their receipt and understanding of this IT Manual and any amendments thereto.

Training and Awareness

All employees are made aware of the risks faced by the Company with regards to cybersecurity via security awareness training, as well as via simulated phishing attacks known as phishing tests. Training is conducted on a periodic basis at least annually, including initially as part of the onboarding of a newly hired employee upon joining the Company.

Phishing Tests

Phishing tests are typically conducted monthly, and the results are discussed at the subsequent IT Committee meeting. Employees who fail a phishing test either by clicking on a link, opening a file, sharing credentials or any other testing criteria, are required to complete additional online training related to phishing awareness.

Oversight and Supervision

Legal and Regulatory Requirements

A record of all legal and regulatory requirements which the Company must adhered to is maintained and compliance is reviewed on a regular basis by IT to ensure compliance with all consumer and employee rights as well as local, regional, and federal laws and regulations which apply to the Company.

Enforcement

Any employees found to have violated the requirements of this IT Manual may be subject to disciplinary action, up to and including denial of access, termination of employment or contract, and legal proceedings following such termination. In the event an employee causes a data breach, the severity of disciplinary action will be determined on a case-by-case basis after a thorough investigation by the IT Department into the manner and intent of the breach.

Any questions about this IT Manual should be directed to a member of the IT Department. Violations of local, state, federal, and/or international law may be reported to the appropriate law enforcement agency for civil and/or criminal prosecution.

Reporting Violations

All employees are required to promptly report any violation of this IT Manual they become aware of to the IT Department.

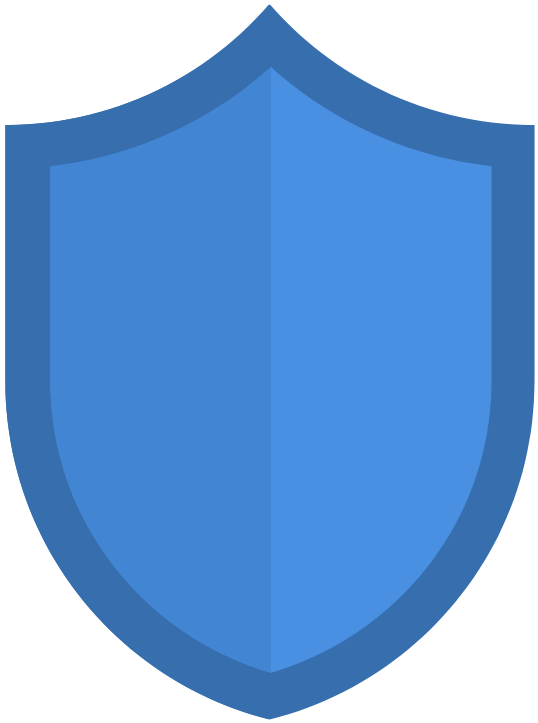
Primary Contact Info

IT Team (TBD)

Company Contact Info

Name, Title, Address of company (TBD)

Written Information Security Program ("WISP")



Information Security

The Introduction to the IT Manual contains the Company's general practices regarding information security and should be read in conjunction with this WISP. The Introduction includes a general discussion of the following: the Company's commitment to security; the roles and responsibilities of the Company's IT Department, and the process and expectations for reporting and escalating violations; the potential for exceptions to policies within this WISP; requirements for notification to and acknowledgement of the IT Manual, including this WISP, by all employees; and the IT Department's requirement to ensure all employees are adequately trained and aware regarding the contents of the IT Manual and well as the Company's technology environment, generally. The policies in this WISP encompass the specific policies and expectations for the Company's information security program. IT is responsible for the implementation and maintenance of the WISP.

Risk Assessment

The IT Department is responsible for overseeing periodic risk assessments of the Company equipment, systems, and data systems. Risk assessments may be completed internally or by one or more third parties. This policy helps the Company determine and resolve security weaknesses before someone exploits them and outlines who is responsible for this ongoing process of discovering, identifying, correcting, and preventing potential security problems.

Roles and Responsibilities

The IT Department responsible for:

- performing risk assessments of the Company equipment and systems;
- developing, managing, communicating, and enforcing the Company's risk assessment framework;
- promoting good risk management strategies at the Company;
- resolving any issues, security or otherwise, identified as the result of a risk

assessment; and

- keeping themselves up-to-date on technology; security threats; and mitigation methods.

§36-12-40 (and grounds outlined therein)

Risk Considerations

When significant changes at the Company occur, a risk assessment will be conducted to identify and treat any associated risks. §36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

Additionally, the possibility of fraudulent claims or activities is assessed from time to time to determine if any additional measures are necessary to strengthen the Company's ability to detect and eradicate fraudulent reporting, tampering with reporting records, and/or misuse of assets for fraudulent purposes. §36-12-40 (and grounds outlined therein)

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Availability Management

The Company has established certain requirements to ensure that services and systems that support critical business functions have the least amount of downtime as possible.

Availability management is the concurrent activities, plans, policies, procedures included in keeping systems and services available and running throughout their lifecycle.

As stated in the Introduction to the IT Manual, the objectives of inform preserve confidentiality, integrity, and availability of information. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

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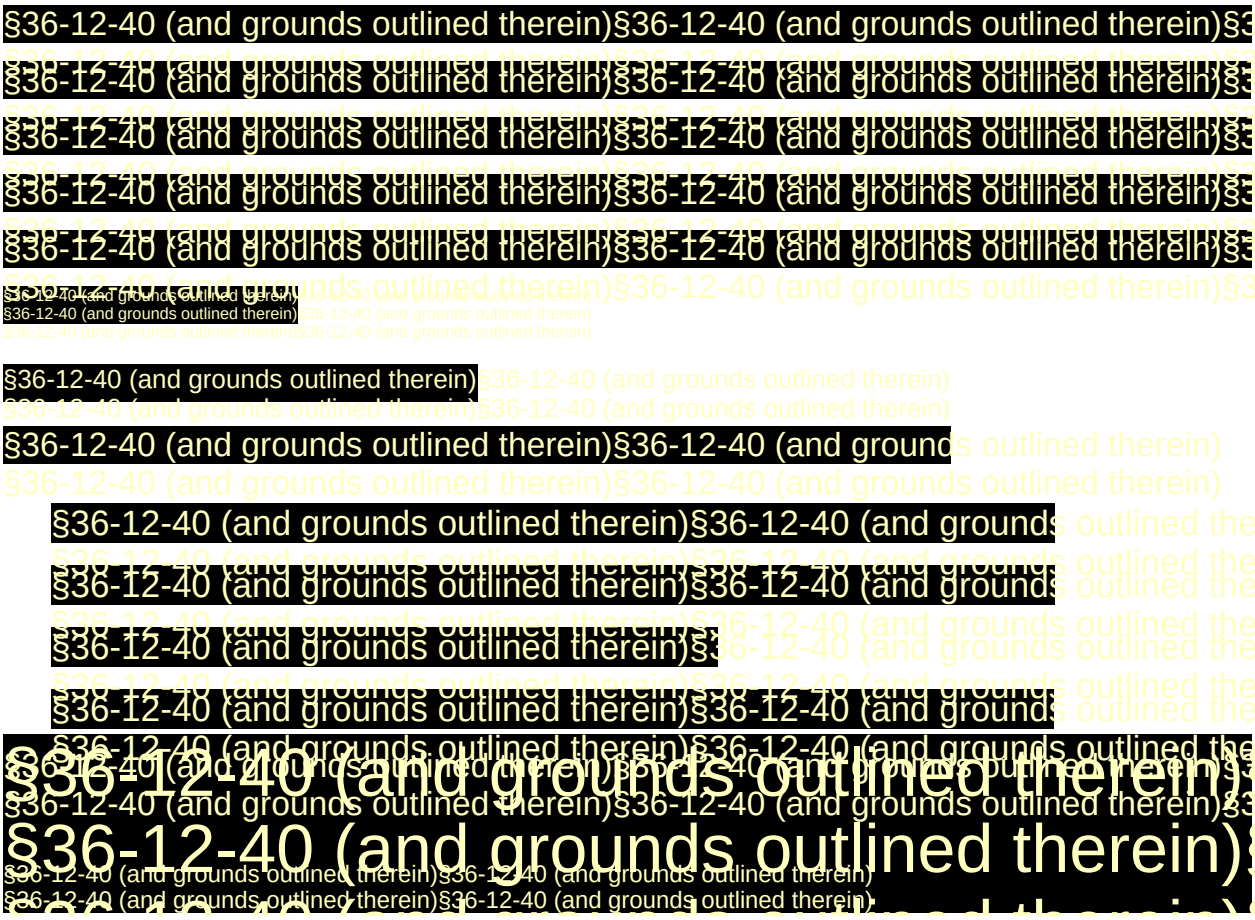
Capacity Management

The goal of capacity management, in short, is to maintain peak performance with just enough resources. The Company continuously monitors resources, their performance, and future needs based on expected and actual business growth. A capacity management plan is maintained, which lays out how to maintain current capacity and what resources will be required as the Company scales. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

The IT Department will ensure that infrastructure and resource provisioning are flexible enough to add or remove resources required as often or as little as necessary. Flexibility requirements highlight how critical continuous monitoring of resource usage and performance is to the availability of services and critical systems.

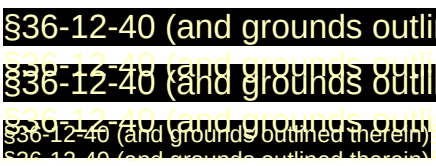


Business Continuity and Disaster Recovery: Please refer to the BCP at the end of the IT Manual.

Identity and Access Management

Identity management relates to information, traits or items that are uniquely attributable to an individual; the individual is, has or knows something that proves their identity. Access management or access control relates to how the Company determines which individuals have access to what systems, accounts, data, etc. This policy defines the requirements of the Company, governing what are acceptable methods of determining a user's identity and how access control is managed for these identities on the Company's networks and services.

Authority & Access Control



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Multifactor Authentication

Multifactor Authentication ("MFA") means that a user must provide proof of two or more factors. A factor, in authentication terms can be considered something you either are, have or know. A username and password plus a token, device or a fingerprint could satisfy MFA requirements. MFA is enforced for access to all the Company user accounts for which functionality is available.

Authorization Services: Access Control Lists

Sensitive data, documents, files, and environments have strong access controls. These access controls are managed and enforced based on the "need-to-know," meaning that only those who need to know, or have access to a sensitive asset, will have access to it. This is enforced with the help of Access Control Lists ("ACLs") and Active Directory.

ACLs are used to govern access to shared folders, files, and documents. ACLs are also used to govern which employees have access to shared cloud storage assets as well, such as Egnyte or OneDrive. Access to Sensitive or Confidential (both terms defined the Data Classification Policy below) data, or systems housing such data, requires the approval of the requesting employee's supervisor, provided the supervisor maintains access to the data themselves.

Privileged Access Control

Privileged access is given to administrators of systems, applications, network devices, and the IT Department or cloud environments for the purpose of enhanced functionality and/or

administration. Users who have the need to access administrative features will be provisioned a separate administrative account for each instance of administrative privilege.

- Administrator accounts for all systems and services assets belonging to the Company will be created on a case-by-case basis, must be authorized by the asset owner, and are for individual roles that require administrative privileges for the target system in order to conduct their role.
- Administrative accounts for all systems and services are not to be used for day-to-day usage for any system or service.
- MFA is enforced on all administrative accounts and the user must input MFA in order to access administrative accounts of any type.

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User Management Services: Account Provisioning

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Account Deprovisioning

Each employee that departs or switches roles at the Company will have his or her accounts reviewed. Accounts no longer required will be deactivated. All accounts associated with a

departing employee will be deactivated prior to departure/exit interview. Account deprovisioning is the responsibility of the IT Department.

Dormant or Unassociated Accounts

If an employee who takes an extended period of time off, such as for parental leave, his or her accounts may be disabled at managements discretion. Accounts that do not have a valid reason to be inactive will be deactivated after a period of ninety (90) days of inactivity. Accounts that cannot be attributed to a specific employee for a specific business use case will be deactivated upon discovery.

Change Management

Changes to the Company's technology and operational infrastructure can be potentially disruptive or have unacceptable risk associated with them. To protect the Company from such risks, the Company's IT Department monitors change management through an ongoing practice of communicating, coordinating, monitoring, and scheduling changes within the Company's operating environment. Changes are classified in two categories:

- Routine: Routine changes are those which pose minimal or no risk to the Company's operating environment or to data security, including, for example, user account password changes.
- Significant: Significant changes are those that could potentially impact the Company's operating environment with regards to confidentiality, integrity or availability of

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Routine changes to the Company's environment do not require approval. Significant changes should be vetted by the IT Department prior to implementation. Key stakeholders should be made aware of the changes.

Vulnerability Management

Vulnerability management includes the activities, tools, and strategies that are employed by the Company to identify, monitor, report, and resolve vulnerabilities in its systems and software.

Vulnerability Scanning

The Company has procedures and processes in place that ensure regular vulnerability scanning is performed. Where possible, vulnerability scanning occurs automatically.

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Vulnerability Resolution

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Acceptable Use

The use of the Company information, electronic and computing devices, and network resources (each a "resource") must be acceptable in nature. Unacceptable use is not permitted. This policy applies to resources owned or leased by:

- all the Company employees; and
- any other individual or third party who has access to the Company resources in such a manner that warrants application of this policy, as deemed appropriate by IT.

When an employee uses electronics or networks for the Company related business, he or she must follow this policy. The policy applies whether an employee, the Company or a third party owns or leases the resource.

General Guidelines

Acceptable use of resources including the following:

- Reasonable Use: Employee personal use of the Company resources must be reasonable and appropriate. Employees must use good judgment when deciding if their personal use of the Company resources is reasonable and appropriate.
- Personal Information: If an employee stores his or her personal information on the Company networks, there is no guarantee that it will be confidential. For security and network maintenance purposes, authorized individuals, such as the members of the IT Department, regularly monitor equipment, systems, and network traffic and will do so without notice. Additionally, the Company can audit networks and systems at any time to make sure everyone is following this Acceptable Use Policy.

- Resource Security: Any action can open the Company up to attacks, accidental or otherwise. The guidelines in this policy and WISP about acceptable and unacceptable use will help keep the Company's network, employee devices, and the Company's computing devices secure.
- Applicable Laws: All copyright, trade secret, patent or other intellectual property laws, as well as similar laws or regulations must always be followed. Without permission from the rights holder, violations could include: installing or distributing pirated or other unlicensed software; copying copyrighted material; scanning photographs from magazines, books or other sources; distributing copyrighted material; not following international and regional export control laws when exporting software, technical information, encryption software or technology; actively obtaining or sharing material that violates sexual harassment or hostile workplace laws. Employees must follow all applicable laws to protect themselves and the Company from any of these or other possible violations that could negatively impact the Company's or an employee's personal reputation and/or integrity.

Email Usage

Employees must use email appropriately to help protect the Company from external attacks. Following this policy, reduces the likelihood that any employee or the Company as a Company will fall victim to phishing or malware, which are attacks that can allow others to access the Company's network. Phishing generally means an email, phone call, text or other contact mechanism designed to defraud the recipient; most often, phishing attacks seek to prompt a financial transaction, to install malware or to steal data.

The legal status of an email is similar to any other form of written communication. This means that anything an employee sends using the Company resources can be considered an official communication from the Company. Employees should think of email as having the same formality as a memo or letter. Therefore, when sending external email, employees

must take care not to include material which would reflect poorly on the reputation of the Company or its relationship with business partners, and the general public.

Given the availability for personal use, and in order to ensure that the Company is protected from the misuse of email, employees must comply with the instructions in this policy.

Employees should never send or store images or text (either internally or externally), which is defamatory, obscene, offensive, abusive, threatening, defamatory, risqué, in poor taste or which could reasonably be anticipated to be considered inappropriate. Employees should also never send or store ethnic, sexual preference, or gender-related slurs or jokes.

Employees should also not send electronic chain letters.

Employees must follow these rules when using the Company's email system:

- Only send the Company's Sensitive or Confidential data over secure channels.
- Follow this Acceptable Use Policy and all policies and procedures related to ethical conduct and safety. If an employee receives an email from another employee that breaks any of these policies or procedures, such employee should report the situation to his or her supervisor or the IT Department.
- Comply with all relevant laws and proper business practices.
- Only use the Company email accounts for business-related purposes.
- Never set up automatic forwarding from the Company email to a personal third-party email system such as Gmail or Outlook.com.
- The use of email clients for sending and receiving correspondence on behalf of the Company is limited to fully supported, up-to-date email clients.

Email SaaS providers services procured by the Company are fully supported and kept up to date by the SaaS vendor.

Do's and Dont's

Employees should always:

- Download software only if the IT Department has approved it.
- Keep their passwords secret, even from co-workers.
- Learn how to identify suspicious email so that they can avoid opening, sending, or forwarding email that contains viruses or malware.

Employees should never:

- Introduce malicious programs into the network, including viruses, worms, Trojans, and email bombs.
- Let others use any of the Company-related accounts.
- Interfere with or breach the security of network communication, computers or user sessions.
- Access data meant for others.
- Log into a server or account without authorization.
- Disrupt the Company networks in other ways, such as network sniffing, pinged floods or denial of service.
- Initiate port scanning or security scanning without authorization.
- Knowingly tamper with or avoid user authentication or security of any computer, network or account.
- Forge an email address.
- Connect network devices, such as wireless access points, personal laptops or printers, to the Company network environment without proper permission from the IT Department.
- Monitor the network unless they need to as part of their normal job requirements.
- Create or forward spam, including chain letters, Ponzi schemes or other pyramid schemes.
- Market or sell fraudulent products, items or services.

User Activity Monitoring

The Applicant will use industry standard best practices to monitor all user behavior activities on all devices accessing corporate resources. This may include real-time monitoring of network and internet activity. We will maintain historic logs of all activity for later review if an incident were to arise.

Mobile Device Data Protection

Mobile Devices (as defined below in the Bring Your Own Device ("BYOD") Policy) issued or used to process and handle data relevant to the Company are equipped with data protection mechanisms such as a Mobile Device Management ("MDM") program or equivalent practices that offer encryption and controlled access to Sensitive data.

Mobile Devices approved for use at the Company that are not equipped with mechanisms such as an MDM program, are not authorized to handle Sensitive data or Personal Data relevant to the Company. In the event an employee's Mobile Device containing Sensitive data relevant to the Company is lost or stolen, the Mobile Device will be "bricked," until said device is either found or recovered by the proper authorities.

Asset Management

The Applicant takes measures to safeguard its assets, and such measures apply to all the Company departments. Technology assets contain important and confidential information. If they are misplaced or stolen, the data stored on such assets could be lost. Therefore, the assets must be identified, safeguarded, tracked, and recorded. All employees are responsible for the care, custody, and security of the assets assigned to them. All employees must understand the endpoint hardening guidelines noted below and as implemented by the IT Department on employee devices.

Asset Ownership

The line between ownership of an asset and use of an asset is important to distinguish. All

assets and software will be allocated to an owner who is ultimately responsible for the confidentiality, integrity, and availability of the asset. Each asset will have an assigned owner clearly defined and tracked in LogMeIn's Assets Module.

Unauthorized Assets

The Company has monitoring tools in place to automatically discover unauthorized assets operating within the Company networks. Any unauthorized assets discovered to be operating within the Company's networks are identified and either removed, quarantined or added to managed.

Software Assets

A comprehensive, up-to-date inventory of all software approved for any business use on all the Company's systems is included in the assets tracked by the Company. Software assets in use at the Company are supported by a vendor or a reasonably active and vetted open-source community. Any exceptions to this practice must accompany a specific business use case and be approved by IT. Unsupported software assets will be labeled as such and documented.

Antivirus

Because viruses and malware can compromise the Company's systems and data, the Company will use one or more approved antivirus products. If a virus or other malware infects a computer, an attacker could use it to access other systems, accounts, protected information, and the Company systems without permission. To assist the Company in properly protecting its resources from viruses and other malware, the IT Department will ensure the following:

- Only approved antivirus software and its real-time protection option is used on all devices.
- Configure devices to not auto-run content from removable media when connected.
- Ensure each employee's antivirus program is set up to automatically scan removable

media when connected.

- Ensure each employee's antivirus program is set up to check for updates at least daily and ensure updates are installed when available.
- Ensure a full antivirus scan is completed at least weekly on all the devices used on the network.
- Ensure the antivirus software is always enabled.

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Endpoint Hardening

It is important that all employees maintain workstation security for the Company's laptops and desktops in order to ensure operational and data security Company-wide. The IT Department is responsible for ensuring that appropriate measures are taken by employees when they are using workstations so that the confidentiality, integrity, and availability of Sensitive data, including Personal Data (as defined in the Data Protection Policy in the IT Manual) and access to Sensitive data is restricted to only authorized users.

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The IT Department will conduct reviews to ensure endpoint hardening requirements are in place and functioning properly.

Network

Maintaining the integrity and security of the Company's networks and overall IT infrastructure is critical, and is done by having certain controls, safeguards, and access permissions in place regarding access to the Company's environment.

Controls and Safeguards

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Access Permissions

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Secure Wireless Access

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Wireless Access Points

The IT Department is responsible for approving all wireless access points and wireless devices connected to the Company's network(s). All wireless devices are subject to audits and penetration tests without notice.

Allowable Wireless Use and Wireless Network and Device Security

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Related to wireless network and device security, the IT Department ensures that:

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VPN Access and Usage

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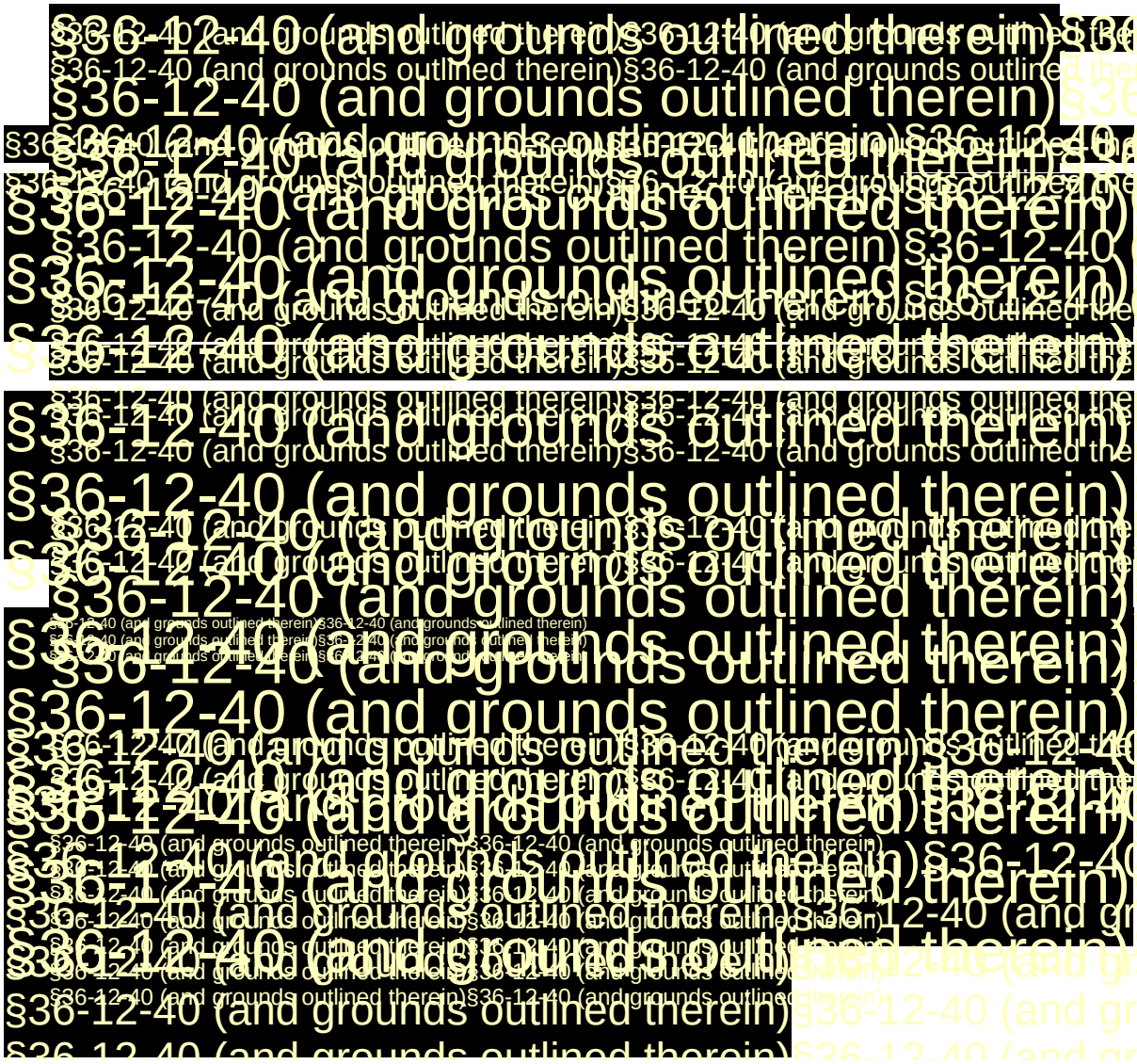
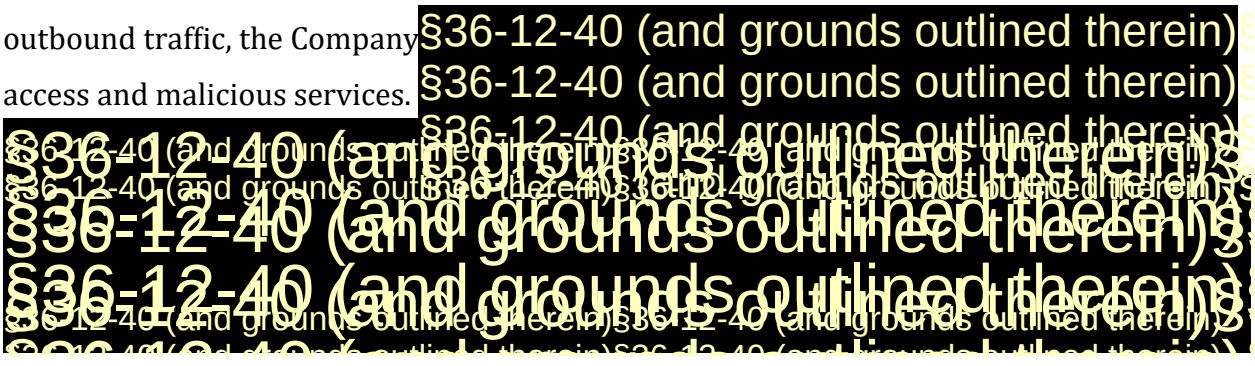


Outbound Traffic Filtering

Filtering of all outbound connections is configured on the firewall. By blocking this outbound traffic, the Company



access and malicious services.

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DNS and Web Content Filtering

DNS and content-based filtering are implemented and kept up to date to protect the Company against known domains and sites that have been associated with malicious activity or content that is unacceptable, such as phishing domains and pornography.

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Communicate Network Liability to Users

Employees are expected to follow the Acceptable Use Policy (and the Email Usage section therein). Additionally, the IT Department will periodically remind employees, visitors, and/or guests about their liability when using the Company's network, such as:

- While users are connected to the Company's network, the Company is not responsible nor liable for any content uploaded, shared, transmitted or downloaded.
- While users are connected to the Company's networks, the Company is not responsible nor liable for any data that may be lost or compromised.
- Users can be disconnected from the Company's network, at any time, and for any reason.
- Using the Company's network for malicious, fraudulent or misleading reasons is prohibited.
- Preventing other users from accessing the Company's network is prohibited.
- Modifying, disrupting or interfering with service for any user, host or network while on the Company's network is prohibited, as are any other forms of unacceptable use of the Company's network.

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Encryption Keys

The purpose of encryption keys is to ensure confidentiality of data at rest and in transit, such as user and/or administrative credentials, personal information of individuals, and the sensitive, proprietary data belonging to the Company in connection with its business practices involving third parties. The Company has controls and procedures in place to protect and manage the encryption keys its uses. §36-12-40 (and grounds outlined therein)

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Encrypt Devices and Media

All Confidential and/or Sensitive data must only be saved on devices that are encrypted and, when such data is in transit, must be transferred in an encrypted format.

Encryption When Sending Electronic Data

Employees must use appropriate encryption when they send the Company's protected data electronically. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§

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Password Complexity Requirements

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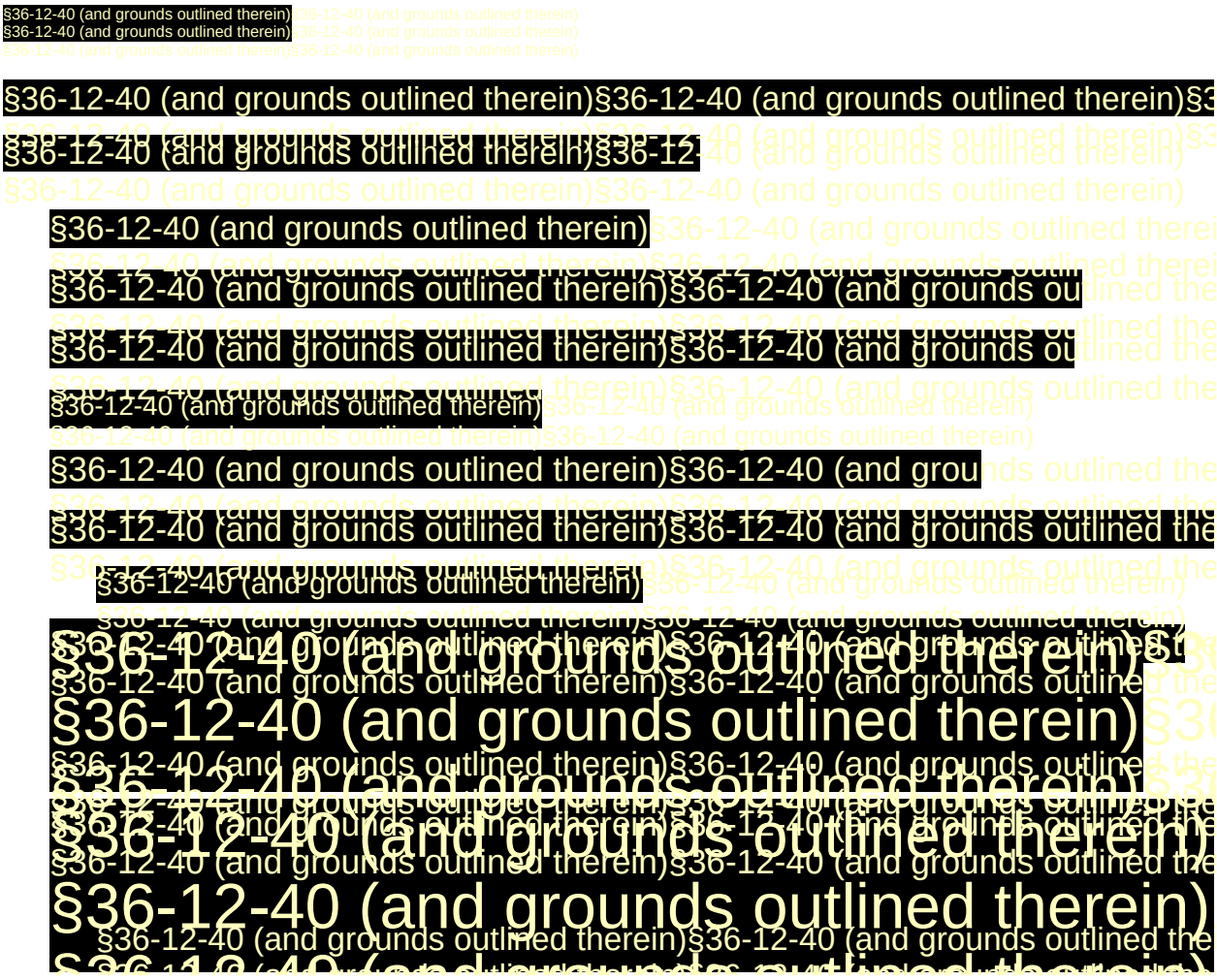
Bring Your Own Device ("BYOD")

The Company has adopted this Bring Your Own Device ("BYOD") Policy as the Company recognizes that an employee may wish to use his or her personal laptop computer, Blackberry, iPhone, Android, iPad, flash drive, hand-held computer, and other equivalent portable device (each a "Mobile Device") instead of, or in addition to, a Mobile Device issued by the Company, to access the Company's electronic systems, software or data thereon. Any such device is referred to as a "BYOD Device" and must be approved for use by the IT Department. Only secure devices are allowed to access the Company network. If an employee roots (Android) or jailbreaks (iOS) their device, they must inform the IT Department. Any employee using a BYOD Device must follow this BYOD Policy. Additionally, the IT Department will ensure the BYOD Device meets the requirements of all relevant policies in this Manual, such as the: (1) Acceptable Use Policy; (2) Asset Management Policy (specifically, the Endpoint Hardening section); (3) Network Policy; (4) Encryption Policy; and (5) Password Policy.

Appropriate Device Usage

When an employee uses a BYOD Device to access Company-owned resources such as email, calendars, contacts, and documents, he or she must follow the same policies as when using the Company-issued devices. For example, if employees use their device to store, send or receive data, doing so must be legal and appropriate for the workplace, and when communicating through a BYOD Device, employees must always be respectful and follow the Company's Acceptable Use Policy above.



Responsibilities and Risks/Liabilities

Each employee using a BYOD Device is responsible to:

- Pay all costs related to the device, including data and repairs unless approved by the IT Department.
- Report lost or stolen devices to the IT Department and the employee's mobile provider immediately.
- Store any personal and/or private information in a separate partition of the BYOD Device, or under a separate user profile, used only for personal activities. The Company IT Department can help facilitate this to ensure all information is secure.

The Company is not legally or financially responsible if a BYOD Device's software or hardware fails. While the Company respects the privacy of its employees and their personal devices, to ensure it is compliance with this BYOD Policy, the Company may remotely monitor, intercept, block or analyze the use of the Company network by any device, including BYOD Devices, AT ANY TIME without notice. The Company may use any information obtained through such monitoring (including Personal Data, as defined in the Data Protection Policy in the IT Manual) in any manner it deems appropriate.

Data Classification

The Company's data classification levels determine who has permission to access the Company's data and under what conditions. It is important that employees properly classify the data that they manage and create so that the IT Department is able to protect it with the security measures that apply to that classification level. Understanding data classification levels, enables employees to know whether or not they have permission to read, share, change or delete information.

When all employees understand the Company's data classifications, when to restrict data appropriately, and follow the policies in this WISP and IT Manual, the Company is less likely to experience harmful data leaks. Data is to be protected by all employees based on the sensitivity of that data to the Company, as determined by business, operational, and financial risk as well as reputational risk, contractual requirements, and legal and regulatory requirements, as applicable.

Data Classification Types

The Company applies the following data classifications to its information based on the noted risk associated with each data type:

- Non-Confidential: Information access would not result in any negative impact or would result in minimal impact to the Company, employees or business partners.
- Confidential: Unauthorized access could affect the Company's operational effectiveness, cause a financial loss, provide an advantage to a competitor or

negatively affect business partner confidence. Typically, this would not involve a breach response nor require regulator notification or result in significant financial or reputational harm.

- Sensitive: Unauthorized access to this information could be illegal, in violation of regulations such as Gramm-Leach-Bliley, Regulation S-P, U.S. state privacy laws, and GDPR (as discussed below), and could cause significant damage to the Company's operations, reputation or competitive advantage or result in significant financial loss or materially affect customer confidence.

Data Handling

To ensure that the Company addresses the confidentiality, integrity and availability (CIA) of all data, the Company's IT Department ensures that no employee improperly discloses, modifies, deletes or makes data unavailable by adhering to the following guidelines:

- logging data access events for Sensitive data;
- setting up a process for employees to formally request access to systems or applications that handle the Company data of all classifications; and
- maintaining responsibility for approving or denying data access requests.

Data Protection and Privacy

This policy applies to all Personal Data (as defined in the Data Protection Policy in the Company's IT Manual) stored on systems and media that are owned, leased or otherwise provided by the Company, regardless of location.

Handling and Protection of Personal Data: Please refer to the Data Protection Policy in the IT Manual for more details.

Individual Rights: Please refer to the Individual Rights section of the Data Protection Policy in the IT Manual for more details.

Website Cookies

The Company uses cookies to track various information about a user's use and experience of the Company website. Cookies are little pieces of data that a website will store on a user's computer that allow the website to remember a user by the device used to access the website and also may allow a website to remember the state a user left when they closed the browser, to track information about a user's experience with the website or to track which pages a user viewed, what links a user clicked on or how long a user spent on a certain page. To alert users to this fact, the Company's website has a banner disclosing its use of cookies and providing a link to the Company's Website Privacy Policy and Cookie Policy.

Inventory Sensitive Data

To protect data, the Company uses Egnyte Data Classification and DLP to inventory stored by the Company. Systems handling Sensitive data not being used regularly or being kept up to date are powered down or virtualized. When these systems are no longer needed or the data on them has exceeded the need for retention, those systems are forensically wiped and then disposed of in a responsible manner, according to local laws and regulations.

Data Loss Prevention ("DLP")

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Data Retention

The Company is required to maintain certain records in connection with and support of its business practices and obligations to third parties, such as regulators or customers. This policy provides timeframes and guidelines for the Company's data retention practices and applies to all data stored on systems and media that are owned, leased or otherwise provided by the Company, regardless of their location. The Company seeks to manage its data in a structured and compliant manner to meet its legal and regulatory requirements in the jurisdictions relevant to its operations (Alabama) as well as any other applicable local or state requirement. The Company takes its responsibilities very seriously and aims to minimize the risk of data breaches, their ramifications, and fulfil its duty of care over the personal data it handles.

In the context of this policy, data is regarded as all documents, images, records, and any other form of information, whether digital or hard copy and regardless of media or location, which is created, received, maintained, and stored by the Company for its use.

§36-12-40 (and grounds outlined therein)

Data is a unique and invaluable resource to the Company and is considered a vital operational asset. Please refer to the Company's Data Protection Policy in the IT Manual for further details regarding the protection and safekeeping of the personal data the Company handles.

The Company aims to ensure that data, whatever form it takes, is accurate, accessible, complete, compliant, reliable, and up to date whenever it is needed to:

- help the Company carry out its business;
- help the Company to make informed decisions;
- protect the rights of employees and the public;
- make sure the Company complies with relevant legislation;
- provide an audit trail to meet business, regulatory, and legal requirements; and
- make sure the Company is open, transparent, and responsive.

Reasons for Data Retention

The Company generally does not follow a “save everything” approach as doing so isn't practical or cost effective and would place an excessive burden on the Company and its IT Department to manage the constantly growing amount of data. Some data, however, must be retained in order to protect the Company’s interests, adhere to legal or regulatory requirements, preserve evidence, and generally conform to good business practices. Some reasons for data retention include but are not limited to: litigation; accident investigation; security incident investigation; regulatory requirements; or preservation of intellectual property.

Data Duplication

The Company stores data in several places on its network. For example, a single file may be stored on an employee’s local machine, on a central file server, and again on a backup system. When identifying and classifying data, it is important to also understand where that data may be stored. This is especially true for duplicate copies of data, as this policy must also be applied to these duplicates.

Retention Requirements

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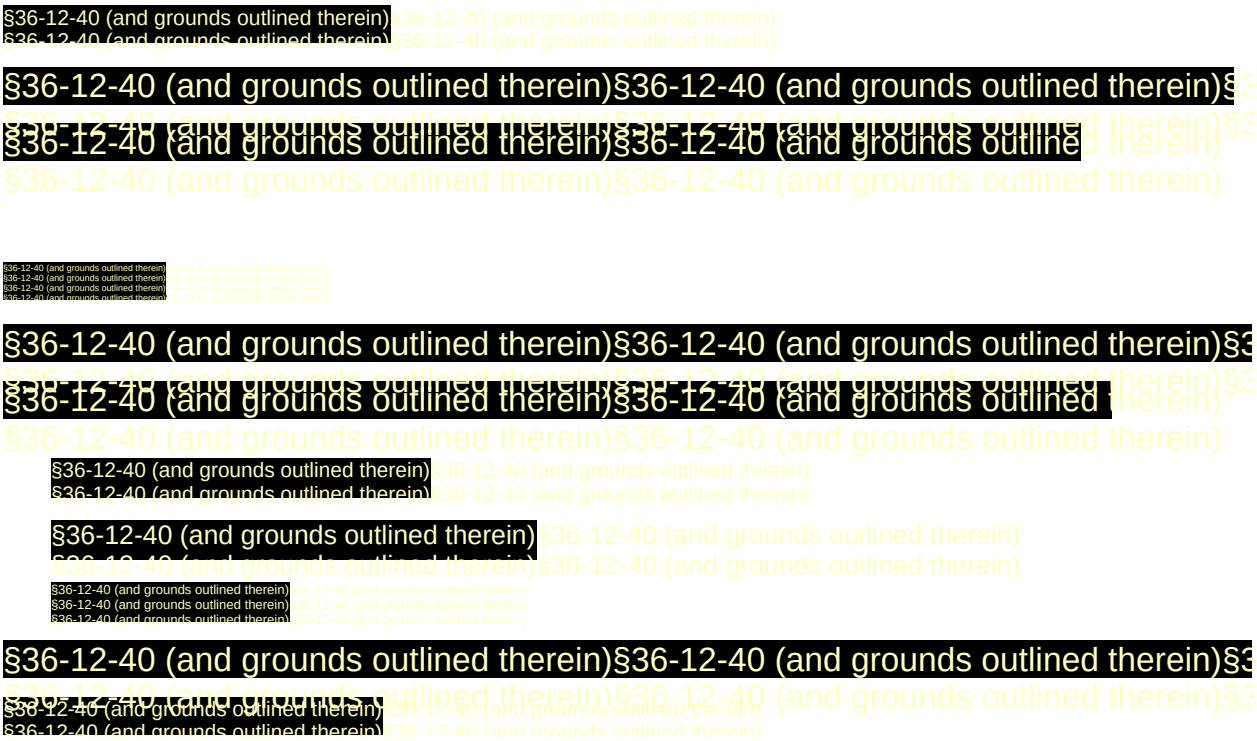
All data records retained during their specified periods are traceable and retrievable. Any file movement, use or access is tracked and logged. All Company and employee information is retained, stored, and destroyed in line with legislative and regulatory guidelines.

For all data held within the Company, the Company ensures that:

- Periodic audits and reviews of the data retained are carried out to check purpose, continued validity, and retention requirements of that data.
- Retention periods for personal data will be periodically reviewed, with special consideration given to:
    - the requirements of the Company;
    - the nature of the personal data;
    - the purpose of processing;
    - lawful basis for processing; and
    - the categories of data subjects.
- Processes are in place to ensure that records pending audit, litigation or investigation are not destroyed or altered.

- Processes are in place to transfer paper-based records and data to an alternative media format in instances of long retention periods (with the lifespan of the media and the ability to migrate data where necessary always being considered).



Automatic Backups

System backups are performed automatically on a regular basis. Should a system need to be restored from a backup, full backups are kept for at least ninety (90) days to ensure there is a known good state, free from infection. Backup files or images will be overwritten once they exceed ninety (90) days old.

Physical On-site Storage

For data kept physically on-site, the IT Department will ensure following guidelines are adhered to:

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Physical Off-site Storage

For data kept physically off-site, the IT Department will ensure following guidelines are adhered to:

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Cloud Storage

For data kept in cloud storage, the IT Department will ensure following guidelines are adhered to:

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Data Destruction

Proper disposal and disposition of surplus computer hardware and other storage media mitigates the risk of a security breach and/or inappropriate information disclosure of the Company data. Examples of inappropriate information disclosure include, but are not limited to:

- Violation of Software License Agreements: Most software is licensed for use on either a single computer system, to a single person or to an organization. Licenses are usually not transferable. Even when licenses are transferable, there are usually specific requirements that must be met in order to affect a transfer. Allowing third party access to licensed software without proper transfer of the license may be a

breach of the license agreement and may subject the Company or the recipient of the software to claims and/or damages.

- Unauthorized Release of Confidential Information or Personal Data: Allowing an unauthorized person access to Confidential Information or Personal Data can subject the Company to claims for damages.

The transfer or disposition of data processing equipment, such as computers and related media, is controlled and managed by the IT Department. Simply deleting the data and formatting the disk does not prevent individuals from restoring data as data remains present on any type of storage device (fixed or removable) even after a hard disk is "formatted," power is removed, and the device is decommissioned. Accordingly, the IT Department is responsible for ensuring proper sanitization of the media so that information is removed in such a way that data recovery is greatly reduced or prevented.

Data Disposal Procedures

All computer desktops, laptops, hard drives, portable media, and hard copy records are disposed of in a secure manner by the IT Department. IT must ensure:

- evaluates and destroys Confidential and Sensitive data, hardware and/or electronic media regardless of media format or type;
- makes Confidential and Sensitive data unusable and inaccessible by shredding all hard drives from decommissioned hardware and
- ensures only authorized employees dispose of Confidential and Sensitive data and/or equipment.

Secure Destruction

The destruction methods for physical print media and electronic media (i.e., physical disks, flash drives, printer, and copier hard drives, etc.) vary depending on the type of data that is

stored on the media. Physical print media containing Confidential and/or Sensitive data should be completely destroyed, which can be done via the following method:

- Shredding Bins: The Company uses locked shredding bins located in their offices provided by a licensed and bonded information disposal contractor.

Electronic media containing Confidential and/or Sensitive data should be destroyed, which can be done via the following method:

- Physical Destruction: When necessary, the Company ensures complete destruction of media by means of crushing or disassembling the asset and ensuring no data can be extracted or recreated.

Physical Security

The Company secures its offices and workspaces and stores physical data and equipment in a variety of ways. The IT Department is responsible for authorizing, documenting, and controlling all types of access, including physical or electronic to all devices under the control of the Company. This policy applies to the physical security of the following the Company assets: on-site servers; backup drives; network cables; paper media; physical offices and workspaces; desktops; laptops; file cabinets; and printers.

The Company takes reasonable security measures to protect its locations. All buildings within which the Company has physical space are equipped with fire alarms, sprinkler systems, and fire extinguishers, all of which are inspected and certified as required by the building codes. Additionally, for all the Company's locations, all employees have authorized entry into specific areas by electronic identification badges. All employees are required to use their electronic identification badge to always gain access to the entrance and specific areas. Guests must register with security and need a visitor pass to enter the premises. Visitors must be escorted at all times.

Physical and environmental security threats will be included in all relevant risk assessments conducted by the IT Department. The IT Department will review this Physical

Security Policy no less than annually for compliance with business objectives and will be revised to address any gaps.

Office and General Workspace Security

Offices and workspaces used by or under the control of the Company have the following security features in place:

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See Security Standard Operating Procedures for security access to specific areas within the Integrated Facility and dispensaries.

Authorized Access to Offices and Workspaces

It is critical that only authorized individuals have access to the Company's offices, general workspaces, and limited access areas of the Company. As mentioned above, employees have specific authorized entry. Employees will only be issued keys that they require to perform their duties. Employees must return keys when they are no longer required, or

their employment status changes, or they transfer to a different location. Return keys will be documented by the IT Department.

To ensure only those individuals who require access to one or more of the Company's office locations have access, no less than annually, the IT Department conducts a review of what individuals have physical access permissions and to what offices.

Paper Media Security

Paper media that contains Confidential or Sensitive data when not in use should be locked in file cabinets or desks with the keys stored away from the cabinet.

Physical Media Transfers

Any transferring of physical media from one of the Company's office locations to another, or from the Company office location to the Company non-controlled location requires formal authorization from the IT Department and the individual(s) responsible for the physical media. In transit, the physical media must be safeguarded against unauthorized access, misuse or corruption of data.

Remote Employee Security

All employees that work remotely and/or from their home must follow the Remote Working Policy below to ensure their own physical security and any of the Company's physical media that they handle. Equipment issued to remote workers must be accounted for during the time in which the employee has possession of the asset by the IT department.

Clean Workspace Areas

The Company's employees are expected to maintain their workspaces in such a way as to ensure all Sensitive and/or Confidential data is kept secure at all times. To do this, employees must adhere to the following guidelines as often as reasonably practicable:

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Monitoring

The IT Department will review workstations on a regular basis to make sure employees are complying with this Clean Desk/Countertop Policy.

Remote Working

Employees who work remotely must take security measures to protect information accessed, processed, and/or stored at their remote working locations to prevent issues such as theft, espionage, and sabotage, all of which could have a significant adverse effect on the Company's operations and/or reputation. This Remote Working Policy provides employees with guidance as to how to properly establish and maintain the security of their remote work location.

Authorization

Only approved employees will be permitted to work remotely. Prior to approval, the following factors will be taken into consideration regarding the employee's planned remote working location: (i) sensitivity of information accessed or stored; (ii) physical security; (iii) likelihood of unauthorized access; (iv) security of home wired and/or wireless networks; and (v) the potential for and nature of remote access threats.

Equipment and Software Security

The IT Department is responsible for managing the provisioning of equipment to remote employees and must ensure, on termination, that all equipment and data, both electronic and paper, in the employee's possession is securely returned to the Company or destroyed. Only the Company employees are permitted to use the Company equipment. Any software used as part of remote work must be procured through the IT Department and appropriately licensed.

Security Controls and Requirements

All employees who work remotely must follow, with the assistance of the IT Department where possible and appropriate, these information security controls and requirements:

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The Company's Managed Antivirus & Security Tools

- Use the Company's standard antivirus and cyber security monitoring software on all business devices.

Human Resources

Information security is a key part of the Company's human resources requirements at each stage of employment, including onboarding, during employment, and upon termination. The Company employees responsible for human resources must pay particular attention to this policy.

Security Responsibility Awareness and Training

The IT Department is responsible for providing all new hires with training related to their roles and responsibilities regarding organizational and information security by discussing the relevant aspects of this WISP and IT Manual. The IT Department also provides ongoing training and awareness to all employees on an either through formal training sessions or the dissemination of email alerts or reminders, as needed. As mentioned in the Introduction to the IT Manual, the IT Department also conducts regular phishing tests.

Disciplinary Process

The Company's disciplinary process is discussed in the Company's Employee Handbook. In the case that an employee causes an Incident (as defined below in the IRP), the severity of disciplinary action will be determined on a case-by-case basis after a thorough investigation into the manner and intent of the Incident.

Termination

Prior to an employee's last day of work, an exit interview will be conducted to reinforce any relevant contractual obligations that are still in effect after termination or end of the engagement. The employee's identification card will be retrieved, the employee's access to all IT will be terminated immediately.

Intellectual Property Rights

As is the case at any organization, the Company and its employees routinely encounter and create intellectual property ("IP"). IP consists of "creations of the mind," and can include a wide range of examples, including writing, code, images, video, graphics or design. IP can often be legally protected through various means, such as copyright and patent laws.

All employees at the Company are responsible for ensuring: (i) the Company's intellectual property rights are protected; (ii) the intellectual property rights of others are respected; and (iii) all relevant laws regarding intellectual property are followed.

Third Party Management

The Company recognizes that several elements of its operations are supported by third party service providers or vendors (each a "third party"), to fulfill business needs and to supplement manpower and expertise within the Company. Collectively, "third party" includes vendors, service providers, consultants, as well as other entities that may access, process, receive or store the Company data or systems or otherwise interface with the Company's IT systems as identified by IT.

The Company further recognizes that sound oversight of third parties is critical to the successful operation of the Company's business. This policy defines the framework within which the Company manages its third parties.

Risk Review and Ongoing Monitoring

The Company will generally perform due diligence on cyber-relevant "key third parties" to determine whether the proposed activities, related costs, product and service standards, and third-party involvement are consistent with the Company's overall business strategy and risk tolerances. Third parties of high operational dependency, who maintain or have access to Confidential and/or Sensitive data or otherwise provide business critical services for the Company are generally considered "key third parties." The purpose of classifying third parties as "key third parties," is to sharpen the focus of the Company's overall third-party management capabilities in accordance with the third party's importance and value to the Company.

IT is responsible for ensuring information security due diligence is performed on all third parties, including "key third parties."

The nature and extent of the Company's due diligence varies. IT will be responsible for overseeing the due diligence of and risk associated with the Company's key third parties on an ongoing basis and will include reporting of appropriate information to the IT Committee, when relevant, so that informed decisions can be made and take timely corrective action can be taken, if necessary.

Generally, categories of risk that are assessed include cybersecurity and information security; adherence to regulatory compliance requirements; pending litigation and legal concerns; loss of capital or operations if the third party fails or is breached; loss of member confidence if the program, product or service fails to meet member expectations; costs associated with attracting or training personnel; and investing in required infrastructure. Generally, if a key third party provides a System and Organization Controls (SOC) 2 audit

report that is deemed satisfactory by IT, that will satisfy the Company's due diligence requirements.

The Company may perform due diligence on other third parties as deemed appropriate. The due diligence conducted on any such third parties may not take the form described above.

Systems Access

IT is responsible for ensuring that access, physical and digital, to the Company assets by third parties is appropriate to their risk profile and need. Third party access must be reviewed periodically to ensure that access is appropriate. IDs used by third parties to access, support or maintain system components via remote access shall only be enabled during the time period needed and shall be disabled when not in use.

Termination

System access will be deactivated/disabled for all third parties, as applicable, after services have been completed.

Upon termination of the third party, or at the request of the Company, the third party will return or destroy all information and provide written certification of that return or destruction within a time period defined by the Company.

Upon termination of contract, or at the request of the Company, the third party must surrender all identification badges, access cards, equipment, and supplies immediately. Equipment and/or supplies to be retained by the third party are documented by the IT Department.

Contracting

Our IT-related third party, at a minimum, must undertake all contractual documentation:

- agreement to an appropriate non-disclosure agreement ("NDA") or NDA-equivalent to protect both the Company and the contracting party; and
- review and approval of the contract by the Company's General Counsel and other relevant personnel, as applicable.

Additionally, the following should be included in all cyber-related agreements:

- a list of the information, facilities, and/or IT infrastructure the third party needs to access;
- the minimum identification, authentication, and authorization mechanisms required for third party access;
- the duration of the agreement;
- a list of the security controls, standards, and procedures that the third party must set up and follow in order to protect the Company's information assets; and
- clear instructions for how the third party must handle and manage security incidents, as outlined in the Company's IRP below.

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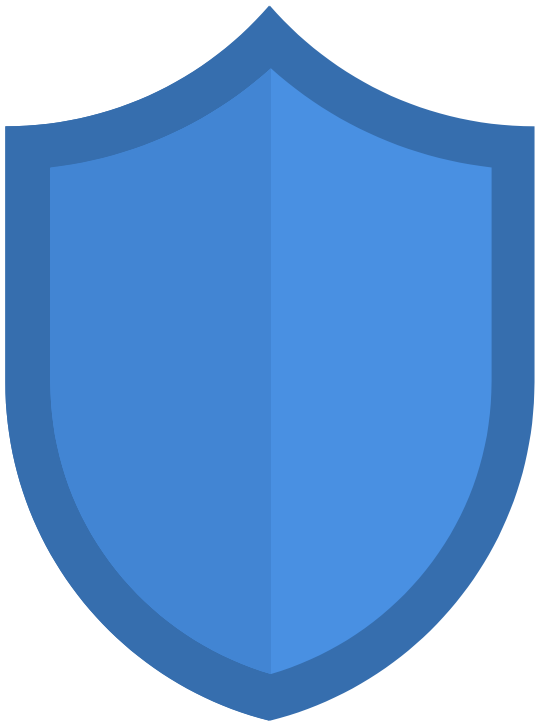
Incident Response Plan ("IRP")



Overview

This Incident Response Plan ("IRP") explains how the IT Department will resolve security incidents and is designed to define, in advance, the actions employees of the Company must take in the event that the Company suffers an Incident (as defined below), such as a digital attack or a breach, whether malicious or unintentional. the Company takes significant measures to ensure data and systems are protected.

This IRP is adopted in accordance with and should be read in conjunction with the Introduction to the IT Manual and Written Information Security Program ("WISP") above. Any capitalized terms not defined herein will have the meaning as noted in the WISP.

An "Incident" is a violation or imminent threat of violation of information security policies, acceptable use policies, or standard computer security practices. Incidents may generally fall into the following non-exhaustive list of categories: data breach; denial of service ("DoS")/distributed denial of service ("DDoS") attacks; excessive port scans; firewall breach; compromised information; compromised asset; unlawful activity; internal hacking; external hacking; malware outbreak; email; and policy violations.

Incident response, and the administration of this IRP, is the responsibility of the IT Department. The Incident Response and Scenarios sections of this IRP include the anticipated measures the Company will take in the event of an Incident as well as contact information and communication guidelines for the key roles involved in incident response, such as the IT Department or outside counsel, the Company's public relations Company, and relevant law enforcement or government agencies. Other responsible parties and/or communication guidelines are noted, as applicable.

The IT Department may allow exceptions to this IRP.

Incident Reporting and Identification

Incidents may be identified through routine monitoring by the IT Department or by an employee reporting an Incident to the IT Department. Employees must read, understand, and follow the guidelines in this IRP in order to limit any damage to the Company or its assets. Employees must report all Incidents to the IT Department, especially when an

Incident impacts a critical system. Please refer to the Employee Reporting section below for more details.

At least one (1) member of the IT Department will be available to initiate this IRP at any time, day or night. The IT Department receives incident reports in two ways:

- automated security system notifications; and/or
- employee reporting sent to support@applicant.com

It is not always apparent whether an Incident, such as a serious security breach, has taken place. Employees are encouraged to report any suspicious activity regarding the Company's devices, data, network or any other aspect of the Company's technology and operational infrastructure to the IT Department by emailing the above email address. Any reported Incident must be kept confidential by the employee until he or she receives further guidance from the IT Department. The IT Department will investigate all reported Incidents and coordinate communications with external parties, such as customers, law enforcement or the public, as necessary.

Escalation

In the event an Incident occurs warranting escalation, IT will escalate and notify all parties, as necessary and appropriate, to satisfy the requirements of this IRP as well as any applicable third party, legal or regulatory requirements. This includes, but is not limited to, outside counsel, system and network administrators, the Company's Senior Management, managed service providers, help desks/technical support, and government resources, such as law enforcement. An Incident involving Personal Data (as defined in the Data Protection Policy in the IT Manual) may also require notification to data protection authorities in certain jurisdictions. Law enforcement should not be involved without IT's prior knowledge and approval.

Notifications

Generally, if Confidential or Sensitive data has potentially been compromised in connection with an Incident or if the circumstances of the Incident require notification to regulatory authorities, law enforcement, and/or individuals whose information may have been affected, such as customers, the Company will engage with outside counsel to determine applicable requirements. Circumstances for which engaging outside counsel may be prudent are discussed in the Incident Response Scenarios section below.

Law Enforcement and Regulators

If required by law or regulation, the Company may also be required to notify relevant regulatory authorities. Any such notification may be made pursuant to the recommendations of outside counsel.

Employee Awareness, Reporting, and Training

It is critical that all the Company employees understand how to identify and report Incidents to the Company's IT Department. The faster an Incident is identified and reported, the quicker the IT Department can resolve it. Employees must follow these reporting guidelines for all possible Incidents, and especially when critical technology systems are involved. This reporting responsibility is in addition to employees' regular duties.

Awareness

All the Company employees are integral in detecting Incidents. It is important that all employees be on the alert for possible Incidents and security breaches. For example, the following is a list of Incidents and potential suspicious activity to report if identified:

- A person, including the Company employee, accessing a secure area or network without proper authorization.
- Theft of or damage to any of the Company's hardware or other digital assets.
- Signs of fraud, such as inaccurate information in databases or other records.

- An unexpected email or text message from a supervisor or coworker, asking for money to be spent and/or transferred or to take an action that would be against the Company's security (or any other) policies.
- Phishing attempts, such as an email asking you to open a document or click on a link and/or submit (or reset) your username and password.
- Unusual system behavior, such as unscheduled reboots to your computer or unusual errors in system log files.
- Security event log notifications that pop up on the screen such as file integrity alerts or intrusion detection alarms.

Reporting

The swift response of an employee to any possible incident is invaluable to the Company's ability to effectively manage the incident and limit potential adverse effects.

If an employee is unsure whether a situation is an actual Incident, he or she should contact the IT Department immediately. The IT Department will evaluate the situation. It is better that employees be too cautious than to miss identifying and reporting an Incident.

Employees must report any actual or possible Incidents immediately by:

- emailing details of the Incident, including, in the event of a phishing attempt, an attachment of the email, to the Company's IT Department;
- not discussing the Incident with anyone other than a supervisor or the IT Department; and
- not communicating with the public or law enforcement as the IT Department will determine if any such communications are necessary.

While awaiting a response from the IT Department, employees should document all the information they know, such as:

- What day and time did the Incident happen?
- What is the nature of the Incident, as far as you know?

- What did you observe that made you suspect an Incident had, or may have, taken place?

If an Incident involves the use of an employee's computer on a critical system, most of the time, and especially with critical systems, the IT Department will be able to fully control the situation.

However, if an individual computer is directly involved in the Incident, the relevant employee(s) must do the following to ensure nothing changes on the computer's system so that the IT Department can handle the Incident effectively:

- Leave the computer on.
- Leave all programs open and running.
- Disconnect the computer from the network:
    - Wireless network: disable the computer's wireless access; or
    - Wired network: pull out the network cable from the back of the computer.

Post-Reporting

After an employee reports an Incident, the IT Department will decide how serious the Incident is and determine the appropriate response plan. As needed, employees must remain available to assist the IT Department to resolve the problem. If asked, employees must also participate in a debriefing process.

Training

Employees must actively participate in the Company's incident response training as doing so will ensure that the Company and its employees are prepared for tests and actual Incidents.

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Incident Response

The IT Department will work with the appropriate other members and departments of the Company to respond to an Incident and to ensure proper documentation.

Audit Logging

All systems and networking devices in the Company have local audit logging enabled. Having local audit logging enabled assists the IT Department to respond to, investigate, and mitigate Incidents by allowing the IT Department to find out exactly what happened and when an Incident occurred.

Incident Severity Classifications

To determine the proper plan of action, the IT Department will first determine whether an Incident justifies a formal incident response by determining the incident severity classification:

Level 1:

- One Incident of potentially malicious activity.

Level 2:

- One clear attempt to obtain unauthorized information or access.
- Two Level 1 Incidents.
- A Level 1 Incident involving Confidential or Sensitive data.

- A Level 1 Incident originating from an unauthorized internal system.

Level 3:

- A serious attempt to breach security.
- An actual breach of security.
- Two Level 2 Incidents.

Incident Response: General

Different types of Incidents may require different or additional steps to the ones noted below. Specifically, if an Incident investigation determines that an employee was a malicious act, IT and the Chief Executive Officer will work together to address the issue appropriately, following all relevant policies and employment law.

After identifying and classifying the severity of an Incident, the IT Department will typically follow these general procedures for all Incidents, as applicable:

Level 1 Incidents: Contain and Monitor:

The IT Department will contain the situation and monitor it to determine if there is an actual security threat. The IT Department will collect information, such as logs or security footage, as applicable, and keep any such evidence organized, while remaining prepared for events to escalate. Generally, within twenty-four (24) hours of an Incident or security compromise, the IT Department will thoroughly investigate any suspected or confirmed loss or theft of account information. This will generally involve the IT Department:

- Keeping and saving a detailed log of who does what actions throughout the response process, preferably kept as multiple copies in multiple forms and locations, such as online and offline;
- Following best practices for chain of custody throughout the investigation by keeping a clear paper trail of who has what evidence and/or equipment at all times;
- Making sure no one accesses or changes any compromised system(s), as applicable;

- Making sure no one turns off any compromised computer(s) or closes any affected applications, as applicable, and instead isolating and/or quarantining the computer(s) or application(s) from the Company's network; and
- Changing the SSID on any access points or other machines that may be using a wireless network that had been compromised as a result of the Incident, except in the instance of any system(s) believed to be compromised.

Level 2 Incidents: Warn

In addition to the Level 1 steps, the IT Department will also notify affected parties, as applicable. This will generally involve the IT Department:

- working with the Company's General Counsel to identify an appropriate forensic specialist for any required forensic investigations, if necessary.

Level 3 Incidents: Eradicate, Recover, and Perform Root Cause Analysis

In addition to the Level 1 and 2 steps, the IT Department will also eradicate the threat, recover lost data where possible, and perform a root cause analysis. This will generally involve the IT Department:

- meeting as a team with the affected parties;
- reviewing the investigation's results;
- determining what allowed the Incident to happen (i.e., the root cause);
- evaluating this IRP's effectiveness;
- reviewing any related security controls to determine whether they are appropriate and properly set up to prevent a future similar Incident from occurring; and
- using what has been learned from the Incident and investigation process to improve and update any relevant security measures, controls policies, and response plans.

Incident Response: Physical Security

If an Incident involves physical security, such as possible theft or unauthorized access of one or more of the Company's office locations, the IT Department will typically follow these general procedures:

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Incident Response: Network Security

If an Incident involves a possible or actual intruder (e.g., a hacker) on the Company's network, the IT Department will typically follow these general procedures:

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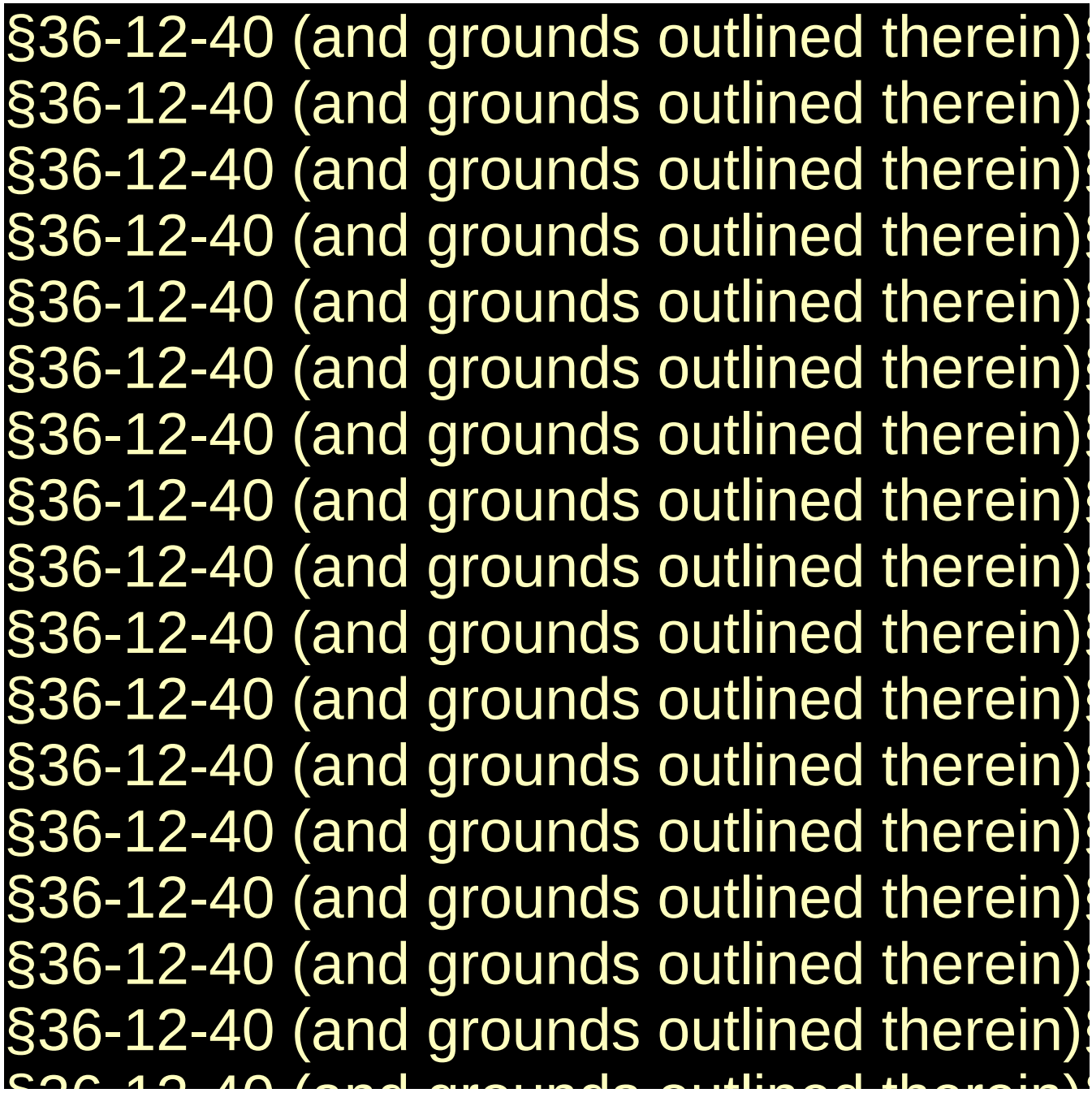

Incident Response: Third Party Code Errors Deployed to Client

If a software bug is deployed to clients (e.g., pieces of computer hardware or software that access a service made available by a network), the IT Department will perform an assessment to make sure the code error won't cause any Incidents. Consequences of software bugs or code errors deployed to clients include but are not limited to data loss; system outages; features failing to work; or interruptions in functionality. I

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Incident Response: Social Engineering

Social engineering is the term used to refer to a broad range of malicious activities (i.e., phishing, spear phishing, whaling) employed with the intent to trick users into making security mistakes or giving away Confidential and/or Sensitive data. Phishing attempts are increasingly common and will target any and all employees. Spear phishing attempts are typically designed to target one specific employee for a response. Whaling attempts are spear phishing attempts that target a company's senior employees (i.e., Chief Executive Officer, etc.).

If an Incident involves social engineering, the IT Department will typically follow these general procedures:

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Incident Response: Fraud

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Scenarios

The Company cannot anticipate every possible type of Incident. Every Incident is unique and presents circumstances and challenges that may not be foreseeable; however, to accelerate remediation, suggested response and notifications guidelines as well as topics and actions for the IT Department to consider for possible specific Incident scenarios have been outlined below.

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Business Continuity Plan

Introduction

This Business Continuity and Disaster Recovery Plan (the "BCP") §36-12-40 (and grounds outlined therein)

All employees are provided with a copy of this BCP initially upon commencement of employment and on an ongoing basis thereafter. To the extent practicable, this BCP will be kept current at all times. This BCP is the property of the Company and should be relinquished at the time of employment termination.

Objectives

The first priority of this BCP is to ensure the health and safety of all the Company employees.

The next objective is to restore and enable the operation of the Company, at any and all of its office locations impacted by a disaster, as fast as possible depending on the circumstances. This BCP also addresses the establishment of virtual operation of the Company in the event of a disaster prohibiting its use of one or more of its office locations.

In the event of an actual significant business disruption, the Company will make every reasonable effort to implement the BCP as written. However, the BCP as set out below is highly dependent upon critical infrastructure and resources that the Company maintains no control over, including, but not limited to electricity, telecommunications, transportation, and securities exchanges and clearing houses. the Company will make every effort to resume and enable its business operations, but the Company cannot guarantee that it will be able to fully implement the BCP if a significant business disruption results in substantial loss of life or premises.

The impact of a possible future interruption is impossible to predict. This BCP provides for recovery for short- and long-term periods of time. Recovery depends not only on the availability of alternate workspace but also, among other things on the survival of the electrical and telecommunications infrastructure of carriers, mass transit capabilities, and the Company's employees.

The Company will evaluate and address its responsibility for losses associated with attacks or intrusions. The Company will take action as deemed appropriate by the IT Department in the event of a significant business disruption or disaster.

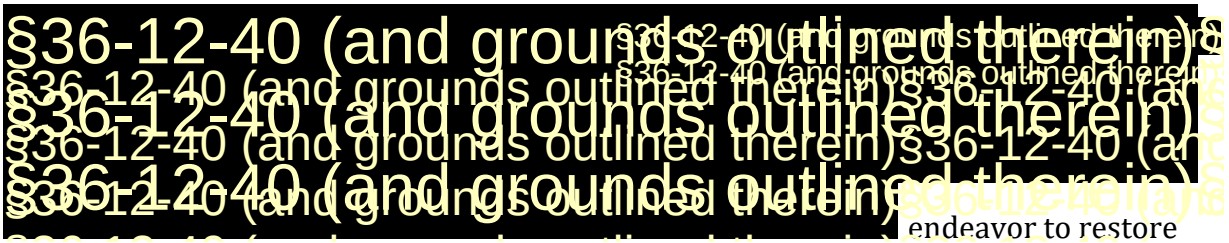
Overview of Standard Operations

All of the Company's locations, all employees have authorized entry into the offices by electronic identification badges. All employees are required to use their electronic identification badge to gain access to the building(s) at all times. Guests must register with

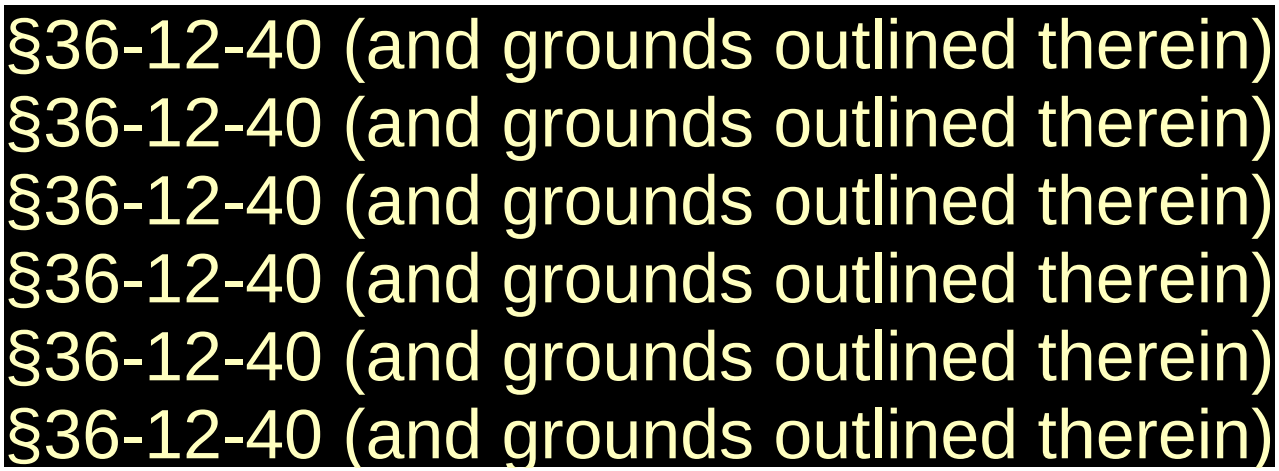
security and need a visitor pass to enter the premises. Visitors must be escorted at all times.

Delegation of Authority and Responsibility

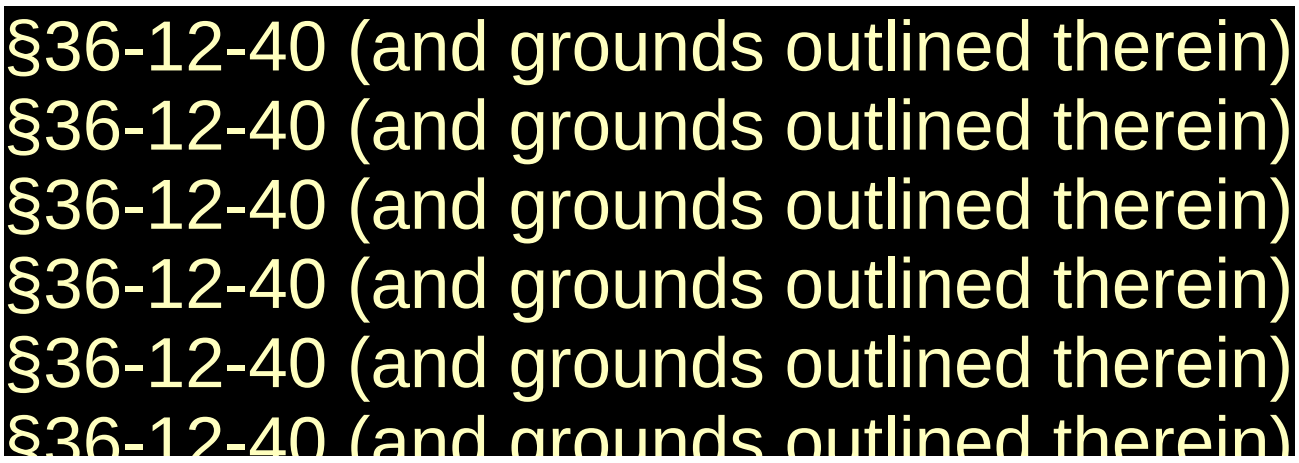
Possible effects of a significant business disruption or disaster on the Company's IT



endeavor to restore functionality as soon as reasonably practicable, with the following general goals:

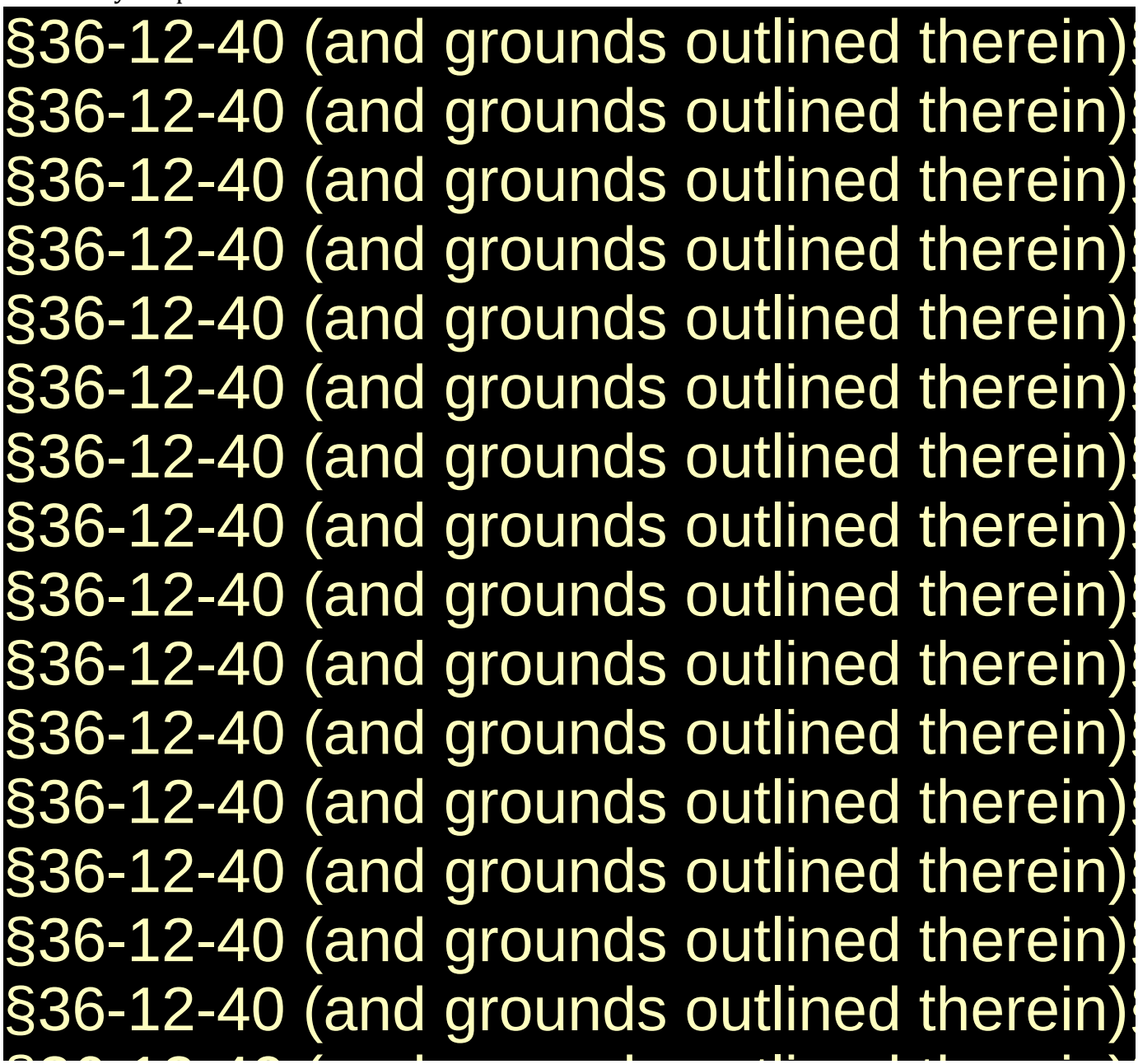


Conditions for Activating the BCP



Risk Assessment

The following table represents the Company's best effort analysis, and associated risk assessment, of potential significant business disruptions or disasters that could impact its ability to operate.



BCP Activation Procedures

In the event one or more of the conditions for activation of the BCP are met, IT will advise all employees that the BCP has been activated and will advise on next steps. The exact steps

to follow for activation of the BCP are documented in the IT Department Run Book in 836-12-40 (and grounds outlined therein) and are not published in this BCP.

The following general guidelines apply in all scenarios discussed below:

- If the BCP is activated during normal business hours, employees will be notified that they will be required to move to an alternate business site, or a remote work location (preferably, the employee's home) as discussed below.
    - In the event there is immediate threat or danger to health and safety, employees must cease normal business activities and move to an alternate site or remote work location immediately.
    - In the event there is no immediate threat or danger to health and safety, employees may conclude what they are doing (within a reasonable window of time) prior to moving to an alternate business site or remote work location.
    - If possible, employees should gather their personal belongings and necessary items from their workspace prior to departing for the alternate business site or remote work location.
- If the BCP is activated outside normal business hours, employees will be notified that they will be required to move to an alternate business site or a remote work location (preferably, the employee's home) for the next business day.
    - In the event there is no immediate threat or danger to health and safety, on the following business day, employees will be permitted to enter their relevant office location to gather their personal belongings and necessary items to bring to the alternate site or remote work location.
- After immediate threat or danger to health and safety is clear, employees will move to an alternate business site or begin remote work (from home, if possible).
- The IT department will use an automated system to check in and make sure every employee has made it safely to the alternate business site or his or her home, as applicable.
- The IT Department will ensure continuity of all critical systems is established at the

alternate business site or from employees' homes.

- The IT Department will assess the Company's critical business functions and take any necessary action steps.
- The IT Department will initiate recovery procedures, if necessary.
- Once appropriate, deactivation procedures will begin as discussed in the BCP Deactivation Procedures section below.

In the event general evacuation is required not related to fire or earthquakes, which are discussed below, employees should follow the following guidelines to ensure life safety and appropriate communication:

- Remain calm.
- Evacuate when told to do so through the nearest door. Do not use elevators.
- Follow emergency services directions.
- Move to designated gathering areas and await further instructions.

In the event a fire is discovered, employees should follow the following guidelines to ensure life safety and appropriate communication:

- Isolate the fire, if reasonably possible.
- Evacuate the room and close doors.
- Alert others and activate the alarm.
- Call the Fire Department at 911.
- Notify the local office Security Operations Center
- Evacuate the building. Do not use elevators.
- Account for each other. Stay with other the Company employees.
- Move to designated gathering areas and await further instructions.

In the event of an earthquake, employees should follow the following guidelines to ensure life safety and appropriate communication:

- Duck, cover, and hold until shaking stops.
- Remain calm.
- Do not stand in office building doorways.
- Move away from windows and glass partitions, bookshelves, file cabinets, wall hangings, and suspended objects.
- Do not use elevators.
- Do not take cover in emergency stairwell exits.
- Be prepared for aftershocks and power failures.

Employee Communication Procedures

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Additionally, to further assist the Company and its employees with handling significant business disruptions and/or disasters, emergency contact information and contact

information for the building management of each of the Company's office locations is as follows:

All Locations

- Fire Department / Police / Medical Emergency: 911

Location-specific Contacts

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Critical Business Functions

In the event of temporary loss of service from a strategic third party providing one or more critical business functions, the Company has established the following protocols.

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Criteria for BCP Deactivation

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Cannabis/Medical Cannabis Storage and Maintenance Plan

Storage Maintenance Requirements

Medical cannabis and Medical cannabis products will be stored §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) of the Applicant's ("Applicant") facility.

Medical cannabis will only be stored in the following areas:

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No Cannabis products or byproducts will be left unsecured or unattended at any time. All Medical cannabis will be housed and stored in such a manner as to prevent diversion, theft, or loss. Medical cannabis shall be accessible only to the minimum number of specifically authorized employees essential for efficient operation. Such items shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day.

Records of the date and time and the employees present when the storage vault is opened will be maintained via electronic access records within the access control security program. These records will be stored electronically within the Applicant's document storage database indefinitely or until regulations dictate these records can be destroyed.

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Storage Conditions

The Applicant will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 538 x-4.00, 538 x-5.00, 538 x-6.00, 538 x-7.00, 538 x 8.00, 538 x 9.00 and 538 x 10.00 storage areas. §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

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At a minimum, the Applicant will ensure that all storage areas have a cleaning and maintenance schedule that ensures a daily visual inspection of all storage rooms and/or areas for cleanliness and evidence of contamination, infestation by insects, rodents, birds, and pests of any kind. The Applicant will also ensure that all storage areas have a cleaning and maintenance schedule that ensures a weekly physical inspection of the entire room or area, including under and behind all tables, racks, or other equipment for cleanliness and evidence of contamination, infestation by insects, rodents, birds, and pests of any kind.

Storage During Transport

The Applicant will ensure that all Cannabis products will be transported and stored in a way that is fully compliant with the regulations set forth within 538 x 7.00 and 538 x 9.00.§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

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Criminal Activity Plan

This Applicant shall make every effort to prevent unlawful diversion of Medical cannabis and cannabis product inventory by employees, patients, caregivers, visitors, vendors, contractors, and any other persons, whether purposely or inadvertently.

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Reporting

1. It is the duty of any applicant employee who becomes aware of any unusual discrepancy in weight or inventory, or any diversion or theft, or any suspicion of diversion or theft, to report it to their direct supervisor, who shall report it to the Security Director and Compliance Director, who shall report it to the Alabama Medical Cannabis Commission authorities and to law enforcement.

2. Any applicant reports of any diversion or theft of cannabis or currency shall be made to the Alabama Medical Cannabis Commission and to law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.

Applicant Policy Regarding Diversion

The Applicant shall institute a policy for the immediate dismissal of any employee who has diverted or contributed to the diversion of cannabis. Any such dismissals shall also be reported to the Alabama Medical Cannabis Commission not more than 24 hours after such dismissal.

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Emergency Procedures and Disaster Plan

Purpose and Objective

The Applicant is committed to providing a safe and healthy workplace. The objective of this program is to ensure emergency action plans are created prior to work beginning onsite and to prepare employees to deal with emergency situations. This will ensure quick, correct, and decisive responses to minimize injury and loss of life. Employees of the applicant will be informed of this plan and trained to respond to emergency situations.

Definitions

Alarm System: A system capable of alarming employees by being perceived above ambient noise or light levels by all employees in the affected areas of the workplace.

Assembly Point: A previously agreed-upon area near the worksite where employees are instructed to assemble in the event the work site is evacuated.

Evacuation: The act of exiting a work site in an orderly and expedient manner.

Responsible Person: The employee responsible for managing the Emergency Action Plan. This individual shall maintain training records and will ensure the plan is kept up to date on an annual basis.

Plan and Responsibilities

Management is responsible for implementing, supporting, and enforcing this program. Supervisors are responsible for leading program implementation and ensuring that the safe work practices in this program are practiced. Manager are responsible for ensuring that their crew is properly trained in site-specific emergency action plans and are also responsible for conducting head counts at assembly points in the event of an evacuation. Supervisors are also responsible for ensuring emergency action plans are kept at the worksite and available for employees to review.

Employees are responsible for following the procedures outlined in this program.

Emergency Response Planning, Issuing, and Review

Emergency response procedures are a critical part of maintaining a safe workplace. These procedures will be established, implemented, reviewed, and maintained annually. Emergency response procedures should be discussed with all new personnel upon arrival in addition to personnel who have recently transferred. This is to ensure that plans are reviewed before work tasks begin. Changes in operations, products, or services should be updated because they may warrant new emergency response procedures. These procedures should be reviewed with employees regularly. Emergency response procedures must include a plan for evacuation, including exit routes and role assignments. To implement site evacuation procedures, the following must occur:

- A plan to notify all employees of the location and nature of the emergency
- Evacuation of employees and a plan to safely account for employees

Emergency Response Equipment

Each site emergency action plan must identify and list the locations and types of emergency equipment. For off-site locations, emergency equipment should be identified and discussed with employees prior to commencing work activities. Examples of emergency equipment includes:

- Audible alarm systems
- Emergency lighting
- Exit doors
- First aid kits
- Fire extinguishers
- Spill Kits

Only trained and authorized personnel should operate emergency equipment. This equipment should include up-to-date inspection and maintenance records. Inspections should be conducted periodically and after each use.

Fire Protection

Emergency response procedures must include fire protection and response planning. Fire response planning shall include the following:

- Designated smoking areas
- Facilities shall be designed and maintained within local fire code regulations
- Portable fire extinguisher locations, inspections, and maintenance with local fire code regulations
- Applicant employees trained to use fire equipment
- Flammable and combustible storage
- Hazardous Waste Storage
- Chemical Waste Storage

In the event of a fire, personnel will follow this procedure:

- Warn others in the immediate area
- Notify emergency response personnel
- Pull fire alarm (if present)
- For staff that are trained to fight fire, and if it is safe to do so, they may proceed with fire fighting
- All other employees proceed to the exit
- Group in the emergency assembly area
- Do not re-enter the building until an official has deemed it safe to do so

Reporting & Alarm Systems

Employees are expected to contact emergency response crews as soon as possible after an alarm. During the call, please be prepared to provide as much of the information below as possible:

- Nature of the emergency
- Location of the emergency
- Address, building, room number, etc.
- Your name and the phone number from which you are calling

- Location of individual needing help (ex., area of the building, room name, parking lot location, etc.)

In the event of an emergency, it is critical that employees alert the other employees in their work area or the building. The employee who spots the emergency is responsible for notifications. If the employee is to respond using first aid, or fire extinguishers, or any other means, they should first ensure that help is on the way prior to a response.

Evacuation Procedures

Evacuation routes and maps will be created and posted in each work area. The following information shall be available on evacuation maps:

- Emergency exits
- Primary and secondary evacuation routes
- Locations of fire extinguishers
- Locations of AED's
- Locations of fire alarm pull station locations
- Assembly points

Each employee will be instructed in at least two separate evacuation routes from their primary work area. These maps will be updated when changes occur in the workplace that affect the locations or the suggested evacuation routes. These routes should avoid work areas that may become more dangerous in the event of an emergency such as in front of flammable storage areas. Elevators are not to be used in case of an emergency.

Alarms may be utilized to alert occupants of a building to an emergency. If there is not an alarm present in the building, the alarm will be given orally. If the alarm system may be activated by employees, locations of these systems should be marked on the evacuation route map. If an emergency exists, the first person that identifies the emergency must respond and give the alarm.

In the event an emergency evacuation is initiated using alarms, total and immediate evacuation of all employees in the affected areas will take place. If the evacuation is localized and does not apply to the entire facility, management will make the decision as to

what areas are to be evacuated or whether they will evacuate the entire facility. This will be dependent on the degree of the hazard.

Evacuations may be required for emergencies such as:

- Fires
- Power failures
- Hazardous materials spill
- Structural damage
- Extreme weather events
- Security issues
- Active Shooter

During some emergencies, it may be best for the employee to shelter in place. This will include events such as:

- Earthquakes
- Severe storms
- Thunderstorms
- Tornadoes
- Hurricanes

These lists are meant to be a basis for decision making but many other emergency situations may arise that require a variety of responses. Employees should be trained in those scenarios which are most likely. The Evacuation Checklist located in Appendix A may be used to assist in ensuring that proper equipment is ready in case of an evacuation. In addition, the Emergency Exit Survey located in Appendix B may be used to ensure that exits are in good working order.

Supervisors are responsible for guiding their crews during the event of an evacuation. Their duties will include swiftly leading employees from danger to a safe assembly point. Once there, supervisors must assure safety, must conduct head counts, and must inform emergency crews of anyone missing. Then they will work to provide guidance, ensure that employees stay in place until further instruction, and provide or assist with first aid if

necessary. Under no circumstances are employees to be allowed to re-enter a facility until it has been deemed safe to do so.

Critical Operations

In the event of an emergency that would require a facility to be evacuated, select employees who work in critical areas may be responsible for the safe shut down of equipment. The company always considers the preservation of human life and safety to be of the utmost importance. However, when there is no imminent danger, some employees may be expected to take appropriate action to control the emergency. Those individuals will be trained to contain an emergency and will only be instructed to do so if their safety is not in jeopardy.

The following are considered critical operations areas:

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Accounting for Employees and Site Visitors

The Company will ensure employees are accounted for in the event of an emergency evacuation through the use of headcounts conducted by supervisors at the assembly point in the event of an evacuation. Each supervisor will take a count of employees gathered at the assembly point and inform rescue teams as soon as possible of any missing persons.

Visitors onsite will be accounted for by using sign in/sign out sheets when they arrive onsite and provided with identifying “visitor passes”, or an “AMCC Official” pass. In the event of an evacuation, a sign in/sign out sheet shall be used at the assembly point for ensuring that all visitors are accounted for as well as notifying emergency crews of any individuals who are found to be missing.

Rescue and Medical Duties

In the event of an emergency, it may become necessary to rescue personnel and perform some specified medical duties such as first aid. All employees assigned to perform such duties will receive training in first aid and will be properly equipped with PPE and other supplies to carry out their responsibilities safely.

In the event an employee is injured, the first responsibility of any rescuer is to ensure their own safety. Once that has been completed employees are to call the listed emergency contact for help. Report the incident to a supervisor as soon as possible.

Necessary steps should be taken to comfort a victim. Do not move the victim unless necessary for their safety. Utilize employees who are trained in first aid until help arrives.

General Work Procedures

Employees are expected to comply with the following procedures in case of an emergency:

- Assembly points will have been identified by supervisors for all evacuation routes and procedures. These points are designated and posted on each evacuation route. In the event an evacuation is necessary, employees are to use these specified routes.
- Supervisors must report to the designated evacuation points immediately following an evacuation and proceed with a headcount for the employees for which they are responsible. These employees must be accounted for by name.
- Each employee is responsible for reporting to their supervisor in the event of an evacuation so that an accurate headcount can be made.
- Supervisors must report any missing employees to the Emergency Evacuation Coordinator or Emergency Response Team.

Training

The company will provide training on the emergency action plan for any employee initially upon hiring and yearly thereafter. Training must also be updated for each site the employee works on. The training will include:

- Fire extinguisher use

- Methods to contain spills
- How to assist other employees or site visitors in evacuating in the event of an emergency
- Evacuation routes and procedures
- Testing of the alarms system

Active Shooter Awareness

Additionally, training must be conducted whenever an employee's responsibilities or designated actions under the plan change or whenever the emergency action plan itself changes.

Evacuation drills will be conducted periodically. Training records shall be kept for each employee after training is completed. These documents must be retained for at least three years. The records will include:

- Dates of training sessions
- Contents or a summary of the training session
- Names and qualifications of trainers
- Names and job titles of training attendees
- Signatures of all attendees
- Signatures of HR and Trainers

Selected employees may be chosen for higher level responsibilities in the event of an emergency such as the use of fire extinguishers or first aid. Those individuals will be trained based on job assignment and records will be maintained in accordance with all other Emergency Action Plan training records.

Recordkeeping

The company will review this program at least annually to ensure compliance is maintained. Any changes in evacuation routes will be noted and employees will receive the necessary training. The company will maintain records of non-confidential medical evaluation determinations, fit testing, training documentation, and annual inspection

audits and will make them available to employees during the period that the employee is employed with the applicant and two years after that point.

Remainder of page intentionally left blank.

Version Log

This program must be reviewed periodically by the company to determine if updates are necessary. A version log is included below to document relevant changes.

Date of Program Implementation	Version Number	Summary of Changes

Appendix A – Evacuation Action Checklist

Supervisors will ensure that all employees are accounted for in the event of an emergency.

The following is a guide for evacuation materials to be checked.

- ☐ Communication method Cell Phone
- ☐ First aid kit
- ☐ SDS (Any materials that you are taking with you)
- ☐ Emergency phone numbers
- ☐ Fire extinguisher
- ☐ Employee head-count attendance list
- ☐ Site visitor list

Remainder of page intentionally left blank.

Appendix B – Emergency Exit Survey

Date: _____

Location: _____

Conducted by: _____

Circle findings:

Exit and exit signs visible?	YES	NO
Exit sign in contrast (different) from surroundings?	YES	NO
Signs or arrows leading to exit in place and visible?	YES	NO
All non-exits marked "Not an Exit" or identified properly?	YES	NO
All emergency exits have exit route map posted nearby?	YES	NO
All Supervisors equipped with attendance check sheet for head count?	YES	NO
Sign in/sign out list for site visitors kept up to date?	YES	NO
Employee responsible for sign in/sign out list aware of responsibilities in event of an emergency?	YES	NO
First aid kit fully supplied and located at safe area?	YES	NO

Alcohol, Smoke, and Drug Free Workplace Policy

In compliance with the Drug-Free Workplace Act of 1988, our Company has a commitment to provide a safe, quality -oriented, and productive work environment. It is our desire to provide a drug-free, healthful, and safe workplace. Alcohol and drug abuse pose a threat to the health and safety of our employees, and to the security of the Company's equipment and facilities. For these reasons, our Company has a no tolerance workplace policy.

Policy

To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Being under the influence of alcohol, illegal drugs (as classified under Federal, State, and local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

Prohibited Conduct

While in Company offices and while conducting business-related activities off premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, or required participation in at the employee's expense in a substance abuse rehabilitation or treatment program. Our Company prohibits employees and visitors from engaging in the following activities when they are on duty or conducting Company business or are on Company premises (whether they are working or not):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential function of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

For purposes of this policy as it relates to the use or possession, other than "Work Required Possession," the term "Work Required Possession" means the possession for work purposes only, of cannabis and any of its component or chemical parts, required to perform an employee's job at a duly licensed facility engaged in the cannabis industry.

While the use of marijuana has been legalized under some state laws, it still remains an illegal drug under Federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. No employee may consume or be under the influence of marijuana while on duty at work. If you have a valid medical cannabis card for medical marijuana, please speak with your manager for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medical cannabis or other medication that can legally be prescribed under both Federal and State law if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both Federal and State law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Non-smoking Policy

The Company is concerned about the effect that smoking and second-hand smoke inhalation can have on our employees and visitors. Smoking is prohibited on the premises. This policy applies equally to all employees, clients, partners, and visitors.

Questions and Reporting

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor to receive assistance or referrals

to appropriate resources in the community. Company health care insurance may, under specific conditions, be amiable for addressing substance dependency.

If you have a reasonable belief that an individual is under the influence of illegal drugs or alcohol during work, you should immediately report it to your manager.

Employees with questions on the policy or issues related to drug or alcohol use in the workplace should raise their concerns with your manager.

This policy is also included in the Company's Employee Handbook.

Remainder of page intentionally left blank.

Non-Discrimination Policy

Our Company is committed to providing a workplace that is free of discrimination and harassment. This procedure applies to present and former employees of the Company and (includes customers for services, vendors, contractors, and volunteers).

Our Company is committed to a work environment in which all individuals are treated with respect and dignity. Therefore, discrimination or harassment based on age, race, gender, color, religion, national origin, disability, genetic information, sexual orientation, covered veteran status, or any other characteristics protected under state, federal, or local law will not be tolerated. This policy applies to all applicants, employees, students, guests, vendors, and persons doing business with the Integrated Facility.

Anti-Harassment Policy

Our Company strictly prohibits and will not tolerate unlawful harassment resulting from a protected characteristic. Protected characteristics as used here means alienage, age, color, disability, gender, genetic information or family medical history, pregnancy and pregnancy-related conditions, religion, sexual orientation or identity, status as a veteran or current or prospective member of a uniformed service, or any other classification protected by federal, state, or local law.

Examples of prohibited harassment include, but are not limited to, the following:

- Derogatory or intimidating conduct or language including, but not limited to jokes, pranks, slurs, or epithets.
- Displaying or circulating in the workplace, including through social media, any written, electronic, or graphic material that denigrates or shows hostility or aversion toward an individual or group with protected characteristics.
- Verbal or physical conduct of a sexual nature, including but not limited to unwelcome advances or touching, requests for sexual favors, or requests for sexual or romantic relationships when submission to or rejection of such requests is used as the basis for an employment decision.

- Displaying or circulating in the workplace, including through social media, any written, electronic, or graphic material that include innuendoes, jokes, comments, slurs, or graphic commentary about an individual's body which are either sexual or directed at a person's gender, or
- Other conduct that creates an intimidating, hostile, or offensive environment on the basis of a protected characteristic.

An employee who experiences, observes, or learns of potential prohibited harassment is expected to notify immediately the employee's supervisor or the CEO. Our Company will promptly investigate all reports of prohibited harassment and will take appropriate steps to end the harassment, as appropriate. Complaints will be treated confidentially to the extent possible, although information may be disclosed as needed to conduct an effective investigation or take appropriate corrective action. All employees are expected to cooperate with an investigation into prohibited harassment.

Our Company will not permit intimidation, harassment, discrimination, or retaliation against an individual who reports a potential violation of policy, assists or participates in an investigation under this policy, or opposes harassment, discrimination, or retaliation prohibited by this policy. If, however, our Company determines that an employee has provided false information regarding a complaint, disciplinary action, up to and including termination, may be taken against the employee.

This policy is also included in the Company's Employee Handbook.

Employee Safety Plan

Forward

The Applicant is committed to the health and safety of all employees. The purpose of the Health and Safety Policies and Procedures is to provide guidance and direction to all employees to work safely and prevent injury, to themselves and others. Additionally, this plan notifies employees of their rights under OSHA for Health and Safety.

All employees are encouraged to participate in developing, implementing, and enforcing our Health and Safety Policies and Procedures. All employees must take all reasonable steps to prevent accidents and never sacrifice safety for expedience. Our goal is to eliminate or minimize hazards that can cause accidents. It is company policy that all employees be given a copy of the policies manual and be familiar with its contents.

This policy will be reviewed annually.

Together we can achieve a safe and happy work environment.

Health and Safety Policy

The Applicant is committed to following the Occupational Safety and Health Act ("Act"), the goal of providing and maintaining a healthy and safe working environment, with a vision of continuous improvement. This goal is only achievable by fostering an enthusiastic commitment to health, safety and the environment within The Applicant's employees, contractors, patients, consumers, partners, and visitors.

In particular:

- The Applicant's Management team will strive to take all reasonable steps to reduce workplace hazards to as low as reasonably achievable.
- Supervisors and managers are held accountable for the health and safety of all employees under their supervision. This includes:

    - Responsibility for applicable training and instruction
    - Appropriate and timely follow-up on reported health and safety concerns
    - Implementation of recommended corrective action.
- This accountability is integrated into the performance appraisal system.
- Supervisors, employees, contractors, partners, and visitors are expected to perform their duties and responsibilities in a safe and healthful manner, and are accountable for the health and safety of themselves and others.
- The Applicant is committed to providing all necessary training and instruction to ensure that appropriate work practices are followed on the job, and to promote their use off the job.
- If necessary, The Applicant will take disciplinary action where employees fail to work in a healthy and safe manner, or do not comply with applicable Act or the Companys policies and procedures.

Health, safety, the environment, and diversion prevention in the workplace are everyone's responsibility. The Applicant expects that everyone will join in our efforts to provide a healthy and safe working environment on a continuous day-to day-basis. Only through the dedication and efforts of all employees can the Applicant succeed in providing a healthy, safe working environment.

Occupational Health and Safety in Workplaces Duties of Workers

Occupational Health and Safety and You:

One of your most important responsibilities is to protect your health and safety as well as that of your co-workers. This plan discusses some of your duties under the Act and help you to make your workplace safer and healthier.

What is Required by Law

Workplaces under the jurisdiction are governed by the Act. The Act places duties on owners, employers, workers, suppliers, the self-employed and contractors, to establish and maintain safe and healthy working conditions.

The Applicant's Duties

The Applicant is responsible for providing you with safe and healthy working conditions. This includes a duty to protect you from violence, discrimination, and harassment. You must cooperate with your employer in making your workplace safe and healthy.

Your Responsibilities

You must also comply with the Act. You have responsibilities to:

- Protect your own health and safety and that of your co-workers;
    - Be aware of your surroundings
    - Stop horseplay
    - See something Say Something
- Do not initiate or participate in the harassment of another employee
    - Stop the harassment, if possible
    - Use your chain of command – report the incident to your supervisor
- Co-operate with your supervisor and anyone else with duties under the Act.

Your Rights

The Act gives your three rights:

- The right to know the hazards at our Integrated Facility and how to control them
- The right to participate in Occupational Health and Safety
- The right to refuse work which you believe to be unusually dangerous.

You may not be punished for using these rights. As your employer we are required to legally justify any action taken against a worker who is active in health and safety.

Your Right to Know

The Act requires us, the Applicant, to provide you with all the information you need to control the hazards you face at work. All employees regardless of experience will be trained on:

- What to do in a fire or other emergency;
- First aid facilities;

- Prohibited or restricted areas;
- Workplace hazards;
- Any other information specific to your job duties that you should know.

Your Right to Participate

As an employee you have the right to become involved in Occupational Health and Safety. The Act encourages employers and workers to work together to maintain a healthy and safe workplace. The Applicant will implement a Safety Committee at our Integrated Facility.

The Applicant Safety Committee Has Duty To:

- Regularly inspect the workplace;
- Assist with accident investigations;
- Deal with the Health and Safety concerns of employees;
- Investigate refusals to work; and
- Respond to Emergencies; when trained to do so.

Your Right to Refuse

You have the right to refuse to do work which you believe is unusually dangerous. The unusual danger may be to you or to anyone else. An unusual danger could include such things as:

- A danger which is not normal for your occupation or the job;
- A danger under which you would not normally carry out your job; and/or
- A situation for which you are not properly trained, equipped, or experienced.

To exercise this right, use the following guidelines:

1. Once you believe that the work you have been asked to do is unusually dangerous, you should inform your supervisor.
2. Make sure that the supervisor understands that you are refusing to do the disputed job for health and safety reasons.
3. Work with the supervisor to attempt to resolve the problem.

If the problem cannot be resolved by the supervisor to your satisfaction, you may contact the Safety Officer or member of the Safety Committee. You also have the right to contact Human Resources at any time.

Do not leave the site without the permission of your employer. This is for your safety and the Integrated Facilities security.

Your supervisor should contact the Safety Officer and ask them to investigate. They will try to resolve the matter. If they cannot resolve the matter to your satisfaction, they will convene the Occupation Health and Safety Committee for an emergency meeting. The committee will investigate and prepare a report on the refusal. You have the right to continue to refuse until:

- Measures have been taken to satisfy you that the job is now safe to perform.
- Your Occupation Health and Safety Committee has investigated and ruled against your refusal.

If you disagree with the decision of the Committee, you may appeal to the Chief Executive Officer.

An employer cannot assign another worker to do the disputed job unless the replacement worker is advised in writing:

- Of the refusal and the reasons for it;
- Of the reasons why the employer believes that the replacement worker can do the disputed job safely;
- That the replacement worker also has the right to refuse; and
- Of the steps to follow when exercising this right.

<u>Responsibilities</u>

Safety Officer

The Safety Officer is accountable to the Compliance Director, Chief Executive Officer, and the Security Director and is responsible for Occupational Health & Safety performance for all employees in the Integrated Facility locations. The Safety Officer must provide

leadership in all aspects of health and safety activities at work or otherwise. The safety officer must take an active role in all aspects of safety, within their Region.

Duties

Safety Officer

- Ensure that all reasonable steps are taken to prevent accidents.
- Be familiar with Occupational Health & Safety act, the company policy and any other Act pertaining to health or safety.
- Ensure all policies and Act is followed by all levels of employees.
- Ensure safety meetings are held and minutes are recorded, posted and filed accordingly to Occupational Health & Safety regulations.
- Ensure all accidents are reported and investigated.
- Ensure Safety Document Sheets (SDS) are provided for all hazardous materials delivered to the workplace and are readily available for employees to review.
- Ensure employees are instructed in the procedures and requirements of Occupational Health & Safety.
- Review all accidents and near misses to determine root and basic causes, with suggestion/implementation of changes to prevent re-occurrence.

Applicant Employees:

1. Comply with all Company Procedures, Safety Policy and requirements of Occupational Health & Safety.
2. Be responsible for working safely and carrying out their duties with skill and care as to not cause accidental injury to themselves, fellow employees or the general public
3. Immediately report all injuries, near misses or potential hazards to their supervisor.
4. Know the location of all fire extinguishers, fire alarms or other warning devices.
5. Ensure all personal safety equipment is being used properly.
6. Never engage in horse play or tomfoolery.
7. Maintain clean and orderly work area.
8. When in doubt….Ask.

3rd Party Vendors and Applicant Partners:

1. Provide SDS for all hazardous material stored on our properties.
2. Ensure all reasonable steps are taken to prevent an accident.
3. Be familiar with Occupational Health & Safety Act.

General Safety Rules

1. All accidents, injuries or near misses, regardless of their nature, shall be promptly reported to the safety officer.
2. Clothing shall be appropriate to the duties being performed.
3. Running is not permitted except in extreme emergencies.
4. Visitors and customers are to be escorted by staff while on company property and must be wearing badges identifying them as visitors.
5. Hand tools are to be used for their intended purpose only.
6. Horseplay, fighting or tomfoolery is strictly prohibited on The Applicant premises.
7. All spills will be immediately cleaned up and reported.
8. Drawers and filing cabinets will be kept closed when not in use.
9. Filing cabinet drawers are to be filled from the bottom up or the cabinet is to be securely fastened /anchored.

<u>Safety Tips</u>

1. If you are not sure….Ask.
2. Follow instructions and don’t take chances.
3. Wear your personal safety equipment.
4. Never operate equipment you have not been trained for.
5. Keep your work area clean.
6. Avoid injury by lifting correctly. Max weight to be lifted by one person is 50lbs.
7. Make sure the job can be done safely.

Safety Ladder Tips

Portable ladders must be secured against movement and placed on a base that is stable; the base of an inclined portable ladder is to be no further from the base of the wall or structure than ¼ of the height to where the ladder contacts the wall or structure.

First Aid

The Applicant must ensure that the first responders at a work site have successfully completed a first aid training course and hold a valid certificate in first aid. The Applicant must keep record at the site of workers who are first responders and post these names where they are accessible by all employees. The Applicant will post a list of Integrated Facility First Responders with a photo of all First Aid and Fire Extinguisher stations. Employees will be trained on this information as new hires to the Company. The first responder information will be updated annually unless an employee has transitioned. The Applicant must have a minimum of one OSHA standardized first aid kit on site.

Accident and Near Miss Reporting

Requires First Aid- Treat at the scene

- Supervisor – Complete Supervisor Report of Injury
- Abate any unsafe conditions identified in injury investigation Train all employees on how to prevent similar injury

Requires medical treatment –Transport employee to designated network medical clinic

- Supervisor – Complete Supervisor Report of Injury
- Notify Management of Injury
- Abate any unsafe conditions identified in injury investigation Train all employees on how to prevent similar injury
- HR – Complete First Report of Injury if not done by supervisor Complete DWC 3 – Employers Wage Statement
- Submit Claim to WC Carrier within 3 days of Injury
- OSHA 300 Report

Serious Injury – Call 911 for Emergency Medical to Area Hospital

- Supervisor – Complete Supervisor Report of Injury
- Notify Management of Injury
- Comply with Doctors restrictions on employee's return to work (RTW)
- Abate any unsafe conditions identified in injury investigation
- Train all employees on how to prevent similar injury
- HR – Complete DWC 3 – Employers Wage Statement Submit Claim to WC Carrier within 3 days of Injury Log Medical treatment on OSHA 300 Log
- Report to OSHA directly for Fatality, Hospitalization, Amputation, Loss of Eye
- Review Doctors restrictions on RTW and match with Job Descriptions to identify tasks
- Communicate with injured employee at least weekly and after any scheduled medical appt.

Accident Investigation Policy

All accidents that result in injury or property damage or that could have resulted in serious injury or property damage (near miss) must be reported and then thoroughly investigated. The investigation must determine the cause of the incident so that appropriate action can be taken to prevent recurrence. The Safety Officer shall be responsible for conducting the investigation. The investigation report shall be completed as soon as possible after the incident and reported to the Compliance Director. The Compliance Director will work with the Safety Officer and determine what steps are to be taken to prevent recurrence. Any disputes arising from the investigation will be investigated and arbitrated by the Chief Executive Officer.

Alcohol and Drug Policy

It is the responsibility of all employees to ensure an alcohol and drug free environment. If there is any awareness or suspicion that any employee, supplier, or visitor is under the influence of illegal narcotics or alcohol, they will be removed from the premises immediately. Please refer to your Employee Handbook for the Company's Alcohol and Drug Policy.

Disciplinary Action

Careless work and irresponsible behavior directly affect the quality of health and safety in the workplace. Even absenteeism influences safety by placing more duties on fellow employees. The following instances shall be cause for verbal or written warning and possible dismissal:

- Health and safety violations
- Poor conduct or misconduct
- Theft
- Sexual harassment
- Racial discrimination
- Carelessness
- Damage to company property
- Drug or alcohol use

Compliance with company and legislative safety standards is necessary to maintain a safe and healthy work environment. As with any Company, non-compliance issues must be dealt with immediately. The following is an example guideline for disciplinary actions for safety infractions based on seriousness of the offense.

- First offense, employee will be given a documented verbal warning
- Second offense, employee will be given a written warning and suspension (suspension to fit seriousness of the offense).
- Third offense, employee may be suspended or terminated (suspension or termination to fit seriousness of the offense).

Hazard Warning Signs

Whenever possible, warning signs will be displayed where a potential hazard may cause injury. Warning signs must be strictly adhered to. Warning signs must be posted where hazards exist and must not be removed unless the hazard has been controlled.

Environmental Policy

The Applicant is committed to the protection of the environment for present and future generations. All employees are responsible for incorporating into their planning and work the actions necessary to fulfill this commitment.

The Applicant will meet these responsibilities by endeavoring to provide the resources for continuing to:

- Design and manage our operations to meet or surpass applicable environmental laws.
- Work in partnership with customers, suppliers, trade associations and government agencies to promote the environmentally safe handling and disposition of materials and products.
- Acquire knowledge and technologies to improve the environmentally save efficient use of our processes and products.
- Formulate and implement effective environmental emergency response systems. Involve our employees in our environmental programs and keep them informed of our performance.
- Promote employee awareness of this policy and enhance their capabilities to implement this policy.

Remainder of page intentionally left blank.

Acknowledgement & Agreement Receipt

Date

I, , hereby acknowledge receipt of the

The Applicant “Occupational Safety & Health Manual”.

I have read, understand and agree to the terms of employment and will carry out and abide by the operational procedures and rules as outlined therein.

I agree:

To adhere to all company policies and procedures.

To the use of safety equipment, at all times, which is required by my safe work procedures and by my clients.

That government and client regulations shall be complied with at all times. That I am responsible and accountable for my health and safety performance.

Employee’s Signature:

Manager, The Applicant:

This page is to be placed in employee’s file at time of signing.

Hazard Communication Plan

Purpose and Objective

The Applicant is committed to providing a safe and healthy workplace for its employees. The objective of this program is to ensure that all hazardous materials in the workplace are evaluated prior to use and that protective mitigations are in place. This program is also to ensure that the information about these materials is effectively communicated to employees. This plan applies to all company operations.

Definitions

Chemical: Any substance or mixture of substances.

Chemical Manufacturer: An employer with a workplace in which chemical(s) are produced for use or distribution.

Chemical Name: The scientific designation of a chemical in accordance with the nomenclature system developed by the International Union of Pure and Applied Chemistry or a name that will clearly identify the chemical for the purpose of conducting a hazard classification.

Container: Any bag, barrel, bottle, box can, cylinder, drum, or other object which was created to contain a hazardous chemical.

Distributor: A business other than a chemical manufacturer or importer which supplies hazardous chemicals to employers.

Exposure: An employee who is subjected in the course of employment to a chemical which is a physical or health hazard.

Hazard Category: The division of criteria within each hazard class which compares hazard severity within a class.

Hazard Class: The nature of the physical or health hazards, e.g., flammable, carcinogen, or acute toxicity.

Hazard Statement: A statement assigned to a hazard class and category that describes the nature of the hazard(s) of a chemical.

Hazardous Chemical: Any chemical which is classified as a physical or health hazard, such as a simple asphyxiant, combustible dust, pyrophoric gas, or a hazard not otherwise classified.

Health Hazard: A chemical which is classified as posing one of the following hazardous effects: acute toxicity (any route of exposure); skin corrosion or irritation; serious eye damage or irritation; respiratory or skin sensitization; germ cell mutagenicity; carcinogenicity; reproductive toxicity; specific tarter organ toxicity (single or repeated exposure); or aspiration hazard.

Immediate Use: The hazardous chemical will be under the control of and used by only the person who transfers it from a labeled container and only within the work shift in which it is transferred.

Label: An appropriate group of written, printed, or graphic information elements concerning a hazardous chemical that is affixed to, printed on, or attached to the immediate container of a hazardous chemical or to the outside packaging.

Non-Routine Tasks: Tasks which do not occur on a frequent basis or are not identified as a normal employee task.

Pictogram: A composition that may include a symbol plus other graphic elements as required by the Globally Harmonized System (GHS).

Precautionary Statement: A phrase that describes the recommended procedure that should be taken to minimize or prevent adverse effects resulting from exposure to a hazardous chemical or improper storage or handling.

Product Identifier: The name or number used for a hazardous chemical on a label or in the SDS.

Safety Data Sheet (SDS): Written or printed material concerning a hazardous chemical that is prepared in accordance with OSHA requirements.

Responsibilities

Management is responsible for implementing, supporting, and enforcing this program.

Supervisors are responsible for leading program implementation and ensuring the hazard communication practices in this program are utilized. In addition, supervisors are responsible for:

- Maintaining safety data sheets (SDS's) including any new chemicals needed onsite.
- Notifying contractors of the hazardous chemicals used in their work area and making SDS's available to them.
- Ensuring contractors provide information on hazardous substances used.
- Employees are responsible for following the rules of this program and taking the required precautions when working with hazardous materials.
- Contractors and vendors are responsible for:
    - Providing SDS's prior to bringing substances onsite
    - Informing the contract manager of any hazardous chemicals used during work onsite

Hazardous Chemical Identification

In order to correctly identify hazardous chemicals which are in use onsite, all chemicals will be reviewed prior to purchase or use onsite. This will include a review of the Safety Data Sheets (SDS's) provided by the manufacturer. During the review, potential hazards will be identified and mitigations implemented to ensure employees are protected. Any chemical that is accepted onsite will also have the corresponding SDS cataloged to allow access to chemical information for employees.

It is necessary to maintain an inventory of those chemicals and the information that pertains to them. This information will be readily accessible by all employees. The information will include the SDS provided by the manufacturer which provides detailed information about the physical, health, and other hazards of each chemical. These will be stored by product identifier or more simply by the product name to ensure ease of access to the information.

Labeling Hazardous Chemicals

The labeling system will follow the requirements of OSHA as well as the United Nations Globally Harmonized System (GHS) to comply with updated standards. All hazardous chemical containers allowed onsite must include the manufacturer's original label with the following:

- A product identifier
- Signal word
- Hazard statement
- Pictogram
- Precautionary statement
- The name, address, and phone number of the manufacturer or other responsible party

If containers arrive onsite that are not properly labeled or identified, that substance will not be released for use. Labeling information will be available to employees in English. Considerations will be made for other languages if such employees are present in the workforce.

When substances are transferred from their original manufacturer-provided containers to small quantity containers, there are several requirements. First, the container, known as a small quantity container, should only be for immediate use meaning that the product is used during a typical shift by one individual and disposed of thereafter. Second, the small quantity container must be labeled with the contents such as stating the product name or identifier. The following procedures should be used for small quantity labeling:

- Printing labels from the chemical manufacturer's website or other means of labeling.
- A description of the procedures for labeling of secondary containers.
- A description of the procedures for reviewing and updating label warnings and how often that task must be conducted.
- The name, title, or department of who will be responsible for updating labels.

Safety Data Sheet (SDS) Inventory

In order to keep an accurate inventory of the chemicals in use onsite, all SDS's must be collected and cataloged. These SDS sheets will be made easily available to all employees during their normal work shifts

Specialized/Non-Routine Tasks

Personnel may occasionally be required to perform non-routine tasks requiring the use of hazardous chemicals. Prior to any employee conducting specialized or non-routine tasks that involve new or increased chemical hazards, they will be informed about the hazards and instructed on mitigating any potential exposures.

Site Visitors or Contractors

The company will notify site visitors who have the potential to be exposed to hazardous chemicals about the hazards and the mitigations to protect themselves. This notification should include the identity of the chemicals, how to access SDS's, and an explanation of the chemical labeling system. That should also include any applicable safety work practices such as procedures and PPE required to protect from chemical exposures. When employees of a contracted company could potentially be exposed to chemicals used or stored onsite, the contractor will be granted access to:

- Copies of relevant SDS's
- Information on precautionary measures needed to protect employees
- An explanation of the chemical labeling system used on site

Contractors working on site are required to bring copies of SDS's for all hazardous material they will be bringing onsite for the duration of their work scope. These will be approved using the same methods as those brought onsite for employees. Each subcontractor should also provide SDS's for the jobs which they will conduct onsite for approval prior to work.

Emergency Response

The company will develop emergency procedures specific to operations. All affected employees must be aware of these procedures. The program will include:

- Evacuation protocol for fires, chemical spill, and other foreseeable situations
- First aid
- Safe shut down of equipment during evacuations
- Locations of emergency equipment

Any employees who discover or who are involved with hazardous chemical emergencies are responsible for taking appropriate action to protect themselves and others. Notifications of the appropriate authorities or emergency contacts must be made as soon as possible after the employee is safe.

Training Employees on the Hazards of Chemicals

Training will be provided for all employees who may potentially be exposed to hazardous chemicals during their job duties. This training will be conducted initially at the beginning of employment and periodically thereafter when new hazardous chemicals are introduced. This training will include:

- The basics of the OSHA Hazard Communication Standard
- Specific hazardous chemicals that are present in the workplace
- Physical and health hazards of those chemicals
- Any areas where hazardous chemicals are anticipated to be used
- The correct way to access the written Hazard Communication Program

Instruction on the information in the SDS sheets and assistance in aiding employee understanding of information:

- What are pictograms?
- What are signal words and how are they used?
- What are hazard statements?
- What are precautionary statements?
- Sampling methods or other methods of protection that may be used for these chemicals
- Steps or mitigations to reduce chemical exposures
- Instructions on how employees can protect themselves

- Emergency procedures following a chemical exposure

Recordkeeping

The SDS archive will be retained for the use of the product.

Version Log

This program must be reviewed periodically by the company to determine if updates are necessary. A version log is included below to document relevant changes.

Date of Program Implementation	Version Number	Summary of Changes

Chemical Management Plan

Part I - Chemical Hygiene Duties and Responsibilities

The employee responsible for Chemical Hygiene shall be the Processing Manager. The Processing Manager shall:

- Have sufficient training and experience to evaluate, implement, and update the plan.
- Be provided with sufficient time and authority to conduct required tasks.
- Relay information to the Safety Contact Person.
- Implement and/or enforce implementation of the Chemical Hygiene Plan.

The Processing Manager is responsible for chemical hygiene in the:

- CO2 Extraction Lab
- Butane Lab
- Integrated Facility areas applicable

The Processing Manager has the responsibility for chemical hygiene in the lab including the responsibility to:

- Ensure that affected personnel know and follow all safety rules, use appropriate personal protective equipment, and provide students with appropriate safety training.
- Develop and implement a schedule for regular formal housekeeping inspections including inspections of emergency equipment. Document the schedule in Appendix D.
- Know the current legal requirements concerning regulated substances and adopted OSHA standards.
- Ensure that the facilities are adequate for any material being used.
- Obtain Safety Data Sheets for new chemicals, maintain SDS for current chemicals.
- Date and remove SDS for chemicals no longer present in the areas under the Chemical Hygiene Plan. Archive these SDS for 4 years.
- Annually review the Chemical Hygiene Plan and document any significant changes. See Appendix C.

The Chemical Hygiene Plan will be available for review upon request to all employees. Copies of the plan will be both located in digital format and hard copy in the following areas:

- Locations: Processing Lab, Manufacturing Room, and the Security Office

Inventory of Chemicals

- The Applicant must keep a complete and ongoing inventory of all chemicals at the worksite.
- This inventory will be maintained by the Processing Manager and Manufacturing Manager and can be found in the front of the SDS book.
- The inventory must be updated at least annually to cross check against the previous inventory:
    - sort unused, expired, discolored or decomposed chemicals for appropriate disposal
    - check the condition of caps, bottles and labels for cracks or breaks in seals.
- This inventory must be available for all lab staff and for the Compliance Director's review. The standard format for the chemical inventory shall include but not limited to; the chemical name, compatible storage location, date of purchase.

Part II – General Guidelines for working with Chemicals

It is essential to minimize chemical exposure to the greatest extent possible. Because few processing and manufacturing chemicals are without hazards, precautions for handling all chemicals shall be exercised.

1. As a rule, skin contact with chemicals shall always be avoided.
2. Avoid an underestimation of risk. Exposure to chemicals shall be minimized even for substances of no known significant hazard. Special precautions shall be taken for substances with special health hazard risks. One shall assume that any mixture of substances would be more toxic than either of its single components alone. One shall also assume that all substances of unknown toxicity are toxic.

3. Adequate ventilation must be provided. The best way to prevent exposure to hazardous substances is to prevent their escape into the atmosphere by use of fume hoods and other ventilation controls. Containers of volatile chemicals shall be capped before and after contents are accessed.
4. Chemical storage areas shall be annually inspected for outdated chemical stock and deteriorated, leaking, or broken containers. Such containers shall be brought to the attention of the Compliance Director and disposed of properly. All chemical substances that have the potential to become unstable with age shall be disposed regardless of the quantity of each substance in inventory.

Hazard Prevention

1. Completing in-house safety and health inspections with an emphasis identifying safety hazards will be performed as scheduled in Appendix D.
2. Fire or emergency drills shall be conducted routinely and the results reviewed.
3. Utilize information in the specific Safe Work Practices by Hazard section of this Plan and Appendix A and B of the Hazard Communication standard, 1910.1200, to complete the Chemical Hazards Preparation Form prior to chemical use.
4. Each procedure with hazardous chemicals shall include actions preplanned in case of an emergency (e.g., equipment to be turned off.) The actions shall be documented at the bottom of the Chemical Hazards Preparation Form, Appendix A.
5. Up-to-date emergency phone numbers, escape routes, designated meeting place outside the building and designated person to authorize the re-entry into the building, are posted in the manufacturing room, processing lab, kitchen and in the Security office.
6. Diluted substances shall be used wherever possible instead of concentrates.
7. All work utilizing hazardous chemicals shall be of appropriate scale that corresponds to the process.
8. Apparatus that may discharge toxic chemicals (e.g. vacuum pumps, distillation columns, etc.) shall be vented into local exhaust devices such as hoods.

9. Operations involving hazardous chemicals that are carried out continuously or overnight shall be designed to prevent the release of hazardous substances in the event of an accident or interruptions in utility services.
10. Analyze accidents to prevent repeat incidents. Document accidents and incidents as required. Prepare training around accidents to prevent repeat incidents.
11. Do not use damaged glassware.

Facility Maintenance

1. Fire extinguishers shall be placed near escape routes and in areas of high hazards.
2. The Safety Committee shall conduct monthly visual inspections of fire extinguishers.
3. Maintain fire extinguishers that are compatible with chemical hazards in the lab.
4. Never block escape routes.
5. Never block a fire door opening.
6. Never store materials in aisle ways or on edges of counters.
7. Regularly inspect safety showers and eyewash stations as scheduled in Appendix D to make sure they continue to be in working order and up to code.
8. Maintain records, monthly, indicating inspections and/or changes to facility maintenance issues as stated by the Appendix D.

General Chemical Safety

1. Do not smell or taste chemicals. Do not use chemical glassware as a container for food or drinks.
2. Never work alone in the extraction lab.
3. Labels on incoming containers shall not be defaced. Labels that have become difficult to read shall be replaced.
4. Hazardous waste containers shall be clearly marked as to type of contents, i.e. solvents, to prevent incompatible chemical mixtures. Containers shall be closed unless in use.
5. Never pipette liquids by mouth.
6. Restrain loose clothing, long hair, and dangling jewelry.
7. Never leave heat source unattended (gas burners, hot plates, mantels, etc.).

8. Do not mix chemicals in the sink drain or discard down drain unless indicated as safe on Chemical Hazards Preparation form.
9. Always inform co-workers of plans to carry out hazardous work.
10. Avoid horseplay, practical jokes, and any other distracting behavior.
11. Clear work area of non-required material and plan appropriate protective procedures and positioning of equipment before beginning any new operation. Be alert to unsafe conditions and correct them when detected.
12. Exercise great care in noting odors or fumes. Use a wafting motion of the hand to note a small amount of odor.
13. Use equipment only for its designated purpose. Use the fume hood when working with chemicals or process with potential for emitting harmful vapors.
14. Wear safety equipment as required.
15. Wash hands before and after work, and after spill cleanups.
16. Report all accidents, injuries, or near misses to the Processing Manager, Manufacturing Manager or Compliance Director.
17. Always keep work area clean and keep combustible material away from open flames. Keep chemical containers and glassware back of the edge of the bench or counter.
18. Know the location and how to use all the safety equipment in the processing laboratory.

Part III - The Processing Laboratory

<u>Ventilation</u>

- Any alterations to the ventilation system shall be made only by qualified personnel (HVAC engineer), and if testing indicates that worker protection from airborne toxic substances will continue to be adequate.

<u>Acids and Corrosives Cabinets</u>

- Bottles of acid shall be stored in an acid (corrosive) cabinet. While acids and bases are both considered to be corrosive, care must be taken to not store acids and bases

in the same cabinet. It is particularly important to avoid storing ammonium hydroxide and strong mineral acids in the same cabinet.

- Oxidizing acids, such as nitric acid, shall be stored separately, in a secondary container within an acid cabinet. Polypropylene boxes for use in acid cabinets are available commercially.

Flammable Storage Cabinets

- Where incompatible flammable chemicals must be stored in the same cabinet steps will be taken to prevent mixing if containers leak or spill, such as placement in separate dish pans.
- Shall not be used for non-flammable items.

Disposal

Method of disposal shall be included on Chemical Hazards Preparation Form

- Liquid waste is segregated by compatibility containers and shall be labeled properly. Containers are located in the Waste Processing room.
- Liquid or soluble waste that can be disposed of down the sink drain shall be discarded while the water is run at sufficient volume to dilute the substance as needed but not to create splashing of the concentrated substance outside of the sink.
- Flammable or combustible waste material and residues shall be kept to a minimum, stored in closed metal waste cans, and disposed of daily.

Heat

- Where heat is applied or generated only heat resistant glassware shall be used.
- Sufficient goggles for splashing and heat resistant gloves shall be provided.
- Protective heat resistant pads shall be supplied to prevent direct contact with books or bench tops.
- Tongs or other mechanical means shall be provided to allow manipulation of material or contents without contact.

Part IV – Standard Operating Procedures for Chemical Management

Procurement

Before a new chemical is purchased:

- Obtain and read the Safety Data Sheet for each hazardous chemical.
- The minimum quantity necessary shall be calculated and as close to that amount as possible shall be purchased.
- Particularly hazardous chemicals (highly toxic, carcinogens, reproductive toxins, etc.) will not be used without permission of the Processing Manager, Manufacturing Manager, Compliance Director and reviewed by the Safety Committee.
- The Processing Manager shall complete the Chemical Hazards Preparation Form in Appendix A.
- Available PPE shall be evaluated for resistance to the new chemical. If it is not sufficient either it shall not be purchased or PPE known to be resistant to the chemical shall be purchased.
- The Certification of Hazard Assessment for PPE shall be updated.
- Employees using the new chemical shall be trained in the hazards and PPE. This shall be completed prior to use of the chemical.

No container will be accepted without a Safety Data Sheet and a label clearly identifying at least the contents by name as it's found on the SDS. No container will be accepted if it's leaking.

The SDS shall be stored alphabetically in a 3-ring binder located within the Lab and readily accessible to employees during each work shift. A separate 3 ring binder for SDS' of chemicals no longer present is in the Compliance Director's or the Security office. The SDS for these chemicals will be saved for 4 years from the date of last use noted on the Sheet.

Storage

Toxic substances shall be segregated in a chemical storage cabinet off limits to unauthorized individuals. The Processing Manager shall examine stored chemicals at least

annually for replacement, deterioration and container integrity. Amounts will be stored in the smallest practicable quantity. Yearly inventories will be conducted and unneeded items will be disposed of properly.

Chemicals that are discovered no longer needed shall not be sent to waste until the Processing Manager, Manufacturing Manager and Compliance Director are notified.

1. Chemicals will be stored in accordance with accepted standards of compatibility. Incompatibles shall never be stored together. An inventory list arranged by flammable cabinet will be posted on the flammable cabinet and maintained online.
2. Do not store chemicals, reagents or apparatus on tables. Keep shelves organized with labels facing out.
3. Chemical storage shelves with closeable doors shall be used for flammable and corrosive materials.
4. Sealed containers, shall be labeled, have an SDS, and employees shall be trained in the hazard of the chemicals in the container. The label can be on the front of the cabinet or on the shelf under the containers providing the containers are always returned to the storage area at end of use.
5. Never store materials in aisle ways. Never store chemicals above eye level.

<u>Fire control</u>

1. Suitable fire control devices, such as small hose or portable fire extinguishers, shall be available at locations where flammable or combustible liquids are stored.
2. At least one portable fire extinguisher having a rating of not less than 12-B units shall be located outside of, but not more than 10 feet from, the door opening into any room used for storage.
3. At least one portable fire extinguisher having a rating of not less than 12-B units must be located not less than 10 feet, nor more than 25 feet, from any Class I or Class II liquid storage area located outside of a storage room but inside a building.
4. “Water reactive materials." Materials which will react with water shall not be stored in the same room with flammable or combustible liquids.

Distribution from storage area

When bulk quantities of chemicals are hand carried, the container will be placed in a bottle carrier or bucket.

When the need for the container has been concluded it shall be returned to the storage area.

Chemical Use

Shall be in compliance with the General Guidelines for Working with Laboratory Chemicals in Part II of this Plan.

Prior to performing a new procedure, the form, Appendix A, shall be completed. Safe work practices, engineering controls, and PPE identified on the Form shall be implemented.

All employees who come in contact with all SDS chemicals shall be trained on their chemical properties, first aid requirements, proper PPE, and waste requirements.

Air Monitoring

In accordance with the SDS documentation and general facility hazards:

- Where required air monitoring shall be conducted.
- Where exposures still potentially exceed limits, air monitoring shall be conducted.
- Where air monitoring data shows an exposure above a limit the procedure shall be discontinued until employee protection is developed and implemented.

Housekeeping

Formal housekeeping and inspections will be performed on the schedule developed in Appendix E. The purpose of housekeeping and inspections is to identify new or unforeseen hazards, assess control measures, and to ensure that the safety equipment is used and procedures are followed and maintained. Where control measures are found to be insufficient additional measures, such as ventilation, modified work practices or additional personal protective equipment shall be obtained or developed and implemented and the Chemical Hazards Preparation forms updated as needed.

Medical Evaluation

All employees who work with hazardous chemicals shall be provided with an opportunity to receive medical attention, including any follow-up examinations which the examining physician determines to be necessary, under the following circumstances:

- Employees who show signs or symptoms associated with exposure to hazardous chemicals will be sent to a licensed physician for medical attention.
- Employees exposed to spills, leaks or explosions of hazardous chemicals will receive opportunity for medical attention.
- Where exposure monitoring reveals an exposure level routinely above the action level (or in the absence of an action level) for an OSHA expanded standard for which there are exposure monitoring and medical surveillance requirements, medical surveillance shall be established for the affected employee as prescribed by the particular standard.

All medical examinations and consultations shall be performed by or under the direct supervision of a licensed physician and shall be provided without cost to the employee, without loss of pay and at a reasonable time and place.

Obtain from the physician a written opinion from the examining physician including:

- Recommendations for further medical follow-up;
- The results of the medical examination and any associated tests;
- Any medical condition which may be revealed in the course of the examination which may place the employee at increased risk as a result of exposure to a hazardous workplace; and
- A statement that the employee has been informed by the physician of the results of the consultation or medical examination and any medical condition that may require further examination or treatment.
- The written opinion shall not reveal specific findings of diagnoses unrelated to occupational exposure.

Establish and maintain for each employee an accurate record of any measurements taken to monitor employee exposures and any medical consultation and examinations including tests or written opinions provided by the Physician. This record shall be located in the Compliance Director's office.

Protective Equipment and Apparel

Selection shall be based upon an assessment of the hazards of the chemical (i.e., corrosive) and on the hazards of the process (i.e., splashing) and shall be noted on Appendix A. PPE selected on the form shall be available prior to exposure to the chemical or process. PPE may include but not limited to the following.

- Face shield or Safety glasses/goggles that meet ANSI Z87.1 Standards. Wear chemical safety goggles with face shield when using large quantities, or chemical safety goggles when using small quantities of liquids, safety glasses for solids.
- Hair ties will be required to contain long hair. Floppy clothing shall be restrained, either by wearing a lab coat or by other means.
- Feet shall be adequately covered to protect them from chemical hazards. Sandals or open toed shoes will not be allowed in the lab. Splashes of chemicals to shoes or clothing shall be cleaned off immediately.
- Wear a lab coat and/or rubber, neoprene, or PVC apron when using large quantities and splash potential exists. Lab coats and aprons shall be discarded if damaged sufficiently to reduce protective quality.
- Avoid skin contact with chemicals where burns or absorption of the material is possible. Change gloves after use or after chemical splashes.
- Remove, rinse, or replace contaminated gloves before taking off safety glasses, using a writing implement, answering the phone, etc.
- Never leave the laboratory with PPE on, especially contaminated PPE.

Signs and Labels

- Emergency telephone numbers will be posted in the processing lab, manufacturing room, kitchen and the Security office.
- Identifying labels must show contents of containers, including waste containers.

- Doors leading to a room, where chemicals are stored, will have the types of hazards associated with the chemicals being stored.
- Label all chemicals accurately with date of preparation and any other precautionary information for handling.

Records

See the Hazard Communication Plan

Incident Clean-Up Protocol

Prompt response to chemical spills is critical to protect worker health & safety and to mitigate adverse effects to the environment.

For small spills, 30 ml of hazardous chemical or less, the employee shall clean up if the perceived risk is low.

1. Notify Processing Manager and have personnel in the area restrict access.
2. If volatile materials are involved, the Compliance Director shall be notified to go to 100% outside air or turn off the HVAC to prevent contamination of recycled air.
3. Eliminate all sources of ignition and turn off equipment if it is possible to do so safely.
4. Review the SDS for the spilled material or use your knowledge of the hazards of the material to determine the appropriate level of protection.
5. Only if you feel able to do so: Open the spill kit and utilize its materials. When reaction stops pickup with damp sponge or paper towels and put the contaminated absorbent in a labeled hazardous waste container.
6. Spill kits shall be applicable to the hazards and kept stocked by

If greater than 30 ml, or if it will take longer than 15 minutes for you to clean-up,

1. Evacuate, turn off equipment and take SDS book with you on the way out.
2. Immediately call the Compliance Director and/or Security Director to report the spill, and help with proper cleanup and disposal procedures.

Incident Reporting & Follow-up

See the Employee Safety Plan

Information and Training

See the Hazard Communication Plan

Waste Disposal Program

Identified Hazardous Waste will be collected, segregated, stored and disposed of in compliance with all current local, state and federal regulations. All waste will be stored in the waste processing room in the cultivation and processing facility.

- Use SDS guidelines to determine proper disposal methods.
- All containers of hazardous waste must be properly labeled. The waste chemicals must be identified by:
    - Proper chemical name; and
    - The label must say “HAZARDOUS WASTE”.
- All waste must be always kept in sealed containers, unless you are actively pouring into the container.
    - Do not evaporate waste.
- Do not mix incompatible wastes. Ensure the waste container is compatible with the waste and use the appropriately sized container.
- Once a container is full, contact the Processing Manager, and/or the Compliance Director to arrange for a hazardous waste disposal pickup through certified waste haulers.
- Have and maintain separate containers for trash and broken glass.

Appendix A. Preparation for Hazards of working with Chemicals

Chemical Hazards Preparation Form

Chemicals identified to be used:	**Compatible with other Chemicals?**	
[Name]_____	___Yes	___No
[Name]_____	___Yes	___No
[Name]_____	___Yes	___No

Check the row(s) below and column(s) to the right indicating what safety equipment and procedures are to be used and when they shall be followed.			Pre-Lab	Lab	Post-Lab
Hazard Category *(Check all that apply)*		Corrosive Solid			
		Corrosive Liquid			
		Reactive			
		Volatile			
		Other: _____			
PPE (Personal Protective Equipment) *(Check all that apply)*		Safety Glasses			
		Goggles			
		Splash Shield			
		Gloves (list types of gloves available) •_____ •_____ •_____			
		Body Protection: Apron and Lab Coat			
		Foot (in addition to covered foot/toe areas)			
		Respiratory, for those in the Program.			
Engineering Controls *(Check all that apply)*		(List what is available- splash guard, etc.) •_____ •_____ •_____			
		Use Fume Hood			
		Eyewash Station in Working Order			
		Safety Deluge Shower in Working Order			
		Use Diluted or Small Quantities of Hazards			
		Type of Fire Extinguishers Required			
Waste Disposal *(Check all that apply)*		Pour Down Drain			
		Chemical Garbage Can			
		Type of Segregated Waste Container (i.e., acids)			

List any hazardous products, by-products, or wastes that may be created anytime during the use of the chemical identified above.	•_____ •_____ •_____ •_____ •_____ •_____

Remainder of page intentionally left blank.

Appendix B. Emergency First Aid Procedures

Eye Contact:

Lead individual to the nearest emergency eyewash station and flush eyes with copious amounts of water for at least 15 minutes then seek medical attention if deemed necessary according to SDS.

Ingestion/Inhalation:

Read the label on the bottle or check SDS for directions and immediately seek medical attention. Contact the 24-hour emergency poison control center at 1-800-336-6997. Notify the Processing Manager or Manufacturing Manager of the occurrence.

Minimal Skin Contact:

Direct individual to the nearest sink and flush the affected area(s) with copious amounts of water and remove any contaminated clothing. Check SDS for directions and immediately seek medical attention if symptoms persist after flushing.

Major Spill on Body:

Direct individual to the safety/deluge shower and flush the affected areas with copious amounts of water and remove any contaminated clothing. Check SDS for directions and immediately seek medical attention if symptoms persist.

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Appendix C. Chemical Hygiene Plan (Annual Review and/or Evaluation)

Date Reviewed Noted on front?	Reviewed by	Changes and/or Revisions

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Appendix D: Checklist for Periodic Inspections on Safety Equipment and Procedures

**This checklist will be used as a record for testing and inspection purposes.*

Procedures in Accordance with the Chemical Hygiene Plan *Frequency - A: Annual; B: Biannual; Q: Quarterly; W: Weekly*		Frequency [A / B / Q / W]	Date & Initials	Date & Initials	Date & Initials	Date & Initials
Part I	1. Chemical Hygiene Officer has been identified.					
Part II	1. Reviewed guidelines for working with laboratory chemicals.					
	2. Specifics to Hazard Prevention have been reviewed.					
	a) Fire or emergency drills conducted and reviewed.					
	b) Emergency phone numbers updated and posted by each telephone.					
	c) Accidents have been analyzed to prevent recurrence.					
	i. Inspect glassware for damage.					
	3. Specifics to General Laboratory Safety have been reviewed by teacher and laboratory students.					
	4. Specifics to Facility Maintenance have been reviewed.					
	a) Fire extinguishers are placed near high hazard areas.					
	b) Fire extinguishers are inspected.					
	c) Escape routes are not blocked.					
	d) Fire doors are not blocked.					
	e) Materials are not stored in aisle ways.					
Part III	1. Reviewed the Laboratory Guidelines.					
	2. Equipment Inspection.					
	a) Safety showers are inspected and working.					
	b) Eyewash stations are inspected and working.					

	3. Ventilation systems including fume hood inspected and working.					
Part IV	1. Reviewed the Components of the Chemical Hygiene Plan.					
	a) SDS are being maintained and accessible.					
	2. Storage procedures are reviewed and understood.					
	a) Toxic substances are segregated and off limits to students.					
	b) Stored chemicals have been examined for integrity.					
	c) Chemicals are being stored and inventoried in accordance with acceptable standard of compatibility.					
	d) Flammable and corrosive materials are stored in proper cabinetry with closable doors.					
	3. Distribution procedures of chemicals from storage area are reviewed, understood and being followed.					
	4. Air monitoring procedures are reviewed, understood and being followed.					
	5. Housekeeping procedures are continued being reviewed and followed.					
	6. Medical program and procedures have been reviewed and understood.					
	7. Employees have access to protective equipment and apparel procedures have been reviewed and understood.					
	a) Access to splash goggles and safety glasses are available and in good shape.					
	b) Access to chemical resistant aprons are available.					
	c) Proper footwear is being maintained in the laboratory.					

	8. Records of accidents are kept and reviewed.					
	9. Proper signs and label procedures reviewed, maintained and understood.					
	a) Identifying labels are one all chemical containers.					
	b) Posted food and beverage signs prohibiting their use.					
	c) Posted signs are maintained leading to chemical storage areas.					
	d) Unknown samples are properly labeled and stored.					
	e) All chemicals are accurately labeled with precautionary information and handling procedures.					
	10. Reviewed and understood procedures during and after a chemical spill.					
	11. Information and Training of the Chemical Hygiene Plan is being conducted and maintained.					
	12. Proper waste disposal programs are being administered, understood and maintained.					
	a) Broken glass containers are available and separate from trash containers.					
	13. Reviewed Handling Procedures of Hazardous Materials.					

Remainder of page intentionally left blank.

Appendix E. Chemical Inventory

Appendix E. Chemical Inventory
Quantities & Integrity will be inspected annually.

Date inspected:_____ Inspected by: _____

Chemical Name	Glove type*	Purcha se Date	MSDS?	Compatible Storage Location

Respiratory Hazard Plan

Purpose and Objectives

This program is intended to provide clear guidance for employees and supervisors in order to ensure the use of respirators is properly implemented, managed, and maintained.

The Respiratory Protection Program applies to all employees, contractors, and others who work on company sites who must use respiratory protection.

Definitions

ANSI: The American National Standards Institute which is the primary organization for the development of technology standards in the United States.

Exposure: An employee who is subjected in the course of employment to a chemical which is a physical or health hazard.

Hazardous Chemical: Any chemical which is classified as a physical or health hazard: a simple asphyxiant, combustible dust, pyrophoric gas, or hazard not otherwise classified.

Physician or Other Licensed Health Care Professional (PLHCP): An individual whose legally permitted scope of practice (i.e., license, registration, or certification) allows him or her to independently provide, or be delegated the responsibility to provide, some or all of the health care services required by paragraph (e) of 29 CFR 1910.134.

Responsibilities

The Respiratory Protection Program should be managed based on hazards present at the worksite. Anyone who uses respirators in their role should understand the limitations of protective equipment and how to ensure it is used correctly for greater effectiveness. The following responsibilities help to ensure this program is effective. The Respiratory Protection Program Administrator will be the Applicant's Processing Manager and/or Manufacturing Manager.

The program administrator has authority over the Respiratory Protection Program and is responsible for:

- Establishing procedures for selecting respirators
- Arranging employee medical evaluations
- Developing procedures for fit testing of all respirators
- Developing procedures and schedules for inspecting, cleaning, maintaining, repairing, and storing respirators
- Developing procedures for self-contained breathing apparatuses (if used)
- Ensuring employees receive proper training
- Evaluating the Respiratory Protection Program periodically for effectiveness

Supervisors are responsible for ensuring that their employees are provided the necessary respirators, that hazard assessments are completed, and that employees follow the requirements of this program. The responsibilities listed below are the responsibilities of supervisors:

- Providing PPE
- Training employees and ensuring that they demonstrate competency in the proper use, maintenance, and storage of respirators
- Notifying the program administrator if new needs for respirators arise
- Notifying the program manager if existing respirators are not meeting the needs of employees
- Ensuring that damaged or ineffective respirators are replaced

Employees who wear respirators must use them in accordance with the instructions and training provided. Employees are also responsible for maintaining their respirators and ensuring they are properly stored when not in use. Additional responsibilities include:

- Wearing assigned respirators
- Attending and participating in training sessions
- Caring for, maintaining, cleaning, and storing respirators appropriately
- Following program policies and rules
- Informing a supervisor of issues associated with respirators or respiratory protection concerns
- Disposing of ineffective or damaged respirators properly

Hazard Identification and Evaluation

The company will identify and evaluate all workplaces for respiratory hazards. That evaluation will include an estimate of the potential exposure of employees to the hazards and will also identify the hazard's chemical state and physical form.

Air monitoring will be used as necessary to identify levels of exposure agents, including oxygen-deficient atmospheres, and will help to ensure correct respirator selection based on exposure potential.

Respirator Selection

The company will evaluate and select the proper respirators by determining whether there is a potential for employees to be exposed to contaminants at the permissible exposure limits (PEL) or if there is another specific reason an employee elects such protection.

Filters and cartridges must be matched to the anticipated atmospheric contaminants. A variety of respirator sizes must be kept in stock and available to ensure a proper fit for all employees. Only respirators certified by the National Institute of Occupational Safety and Health (NIOSH) will be used.

Voluntary Respirator Usage

The company will provide or allow employee-owned respirators for voluntary usage. The company will provide all employees who voluntarily choose to wear respirators with a copy of Appendix D. Employees who choose to wear respirators that are air-purifying in half-face or more protective models must comply with the procedures for medical evaluation, respirator use and cleaning, maintenance, and storage.

The company shall authorize voluntary use or respiratory protective equipment as requested by all other workers on a case-by-case basis, depending on the specific workplace conditions and the results of medical evaluations.

Medical Evaluations

Each employee required to wear a respirator or who requests an air-purifying respirator must be medically evaluated before being fit-tested. The company will arrange for each

employee to have a medical evaluation by a physician or other licensed health care professional (PLHCP). The company will provide a copy of the OSHA Respirator Medical Evaluation Questionnaire (Appendix A) to each employee who must wear respirators and will collect completed questionnaires and provide them to the PLHCP.

The PLHCP must also be provided with the following information:

- Type and weight of respirator each employee will use
- Duration and frequency of use
- Expected physical work effort
- Any other protective equipment anticipated and clothing needed
- Temperature and humidity extremes at the job site
- Air contaminants and concentration levels that each employee may encounter.

The PLHCP will discuss the results of the evaluation with the employee and provide a written determination to the company. The determination will contain confidential medical information but will include:

- The PLHCP's opinion of the employee's ability to tolerate a respirator
- Any limitations of respirator use
- Any need for follow-up evaluations
- A statement that the employee has been informed of the determination

If the PLHCP recommends alternative respiratory protection, such as a powered air purifying respirator, the company will comply with the recommendation.

The company will maintain a file of the PLHCP's written determination for each employee. Employees will receive follow-up medical evaluations under the following conditions:

- The employee reports medical signs or symptoms related to the use of the respirator
- The PLHCP, supervisor, or program administrator recommends a re-evaluation
- Fit test or other program information indicates a need for re-evaluation
- Changes in the workplaces increase respiratory stress

The company will provide additional medical evaluations if:

- An employee reports symptoms that are related to or can cause complications in the ability to use a respirator
- A PLHCP or the respirator program administrator informs the company that the employee should be re-evaluated
- Information indicates the employee needs a re-evaluation
- A change occurs in the workplace conditions

Fit Testing

All employees using a tight-fitting face-piece respirator must pass an appropriate qualitative fit test (QLFT) or quantitative fit test (QNFT). The program administrator will determine which test is appropriate for each type of respirator. Qualitative and quantitative fit tests will be administered with the appropriate protocol from 29 CFR 1910.134 or 29 CFR 1926.103.

Employees must be fit tested before they use a respirator for the first time, whenever they use a different or new respirator face piece, and after any changes in physical condition that could affect the respirator fit.

Fit tests will be administered using an employee's assigned respirator (from previous fit testing results) or from a selection of respirators set up for fit testing purposes (for an initial fit test).

All employees must be fit tested annually.

Fit Test Procedures

Fit tests may be conducted using qualitative or quantitative methods. The employee must be provided with the most acceptable respirator size in order to obtain the correct fit. The employee undergoing a fit test must be able to wear the chosen face piece at least five minutes in comfort. The following points can be used for evaluation:

- Donning the mask several times to become comfortable with wearing and properly adjusting

- Positioning the mask on the nose
- Ensuring room for eye protection
- Validating there is room to talk
- Ensuring a good fit on the face and cheeks

The following will be used to determine fit:

- Adequate and comfortable strap tension
- Fit across the bridge of the nose
- Respirator chin properly placed
- Respirator properly sized from nose to chin
- The tendency of the respirator to slip
- Employee self-observation

Respirator Seal Check

The employee shall be guided in conducting seal checks to ensure the respirator properly seals outside air and is only pulling air in through cartridges. This should be conducted first by seating the mask and breathing in, moving the head up and down and side to side, and taking slow, deep breaths.

Next, a positive and negative pressure check shall be conducted as well as test exercises which are deemed the most appropriate such as reading the rainbow passage or irritant smoke tests.

Respirator Use

- Using Tight-Fitting Respirators
- Employees who have beards or other conditions that interfere with the face-to-face seal or valve function cannot wear tight-fitting respirator face pieces. Clean-shaven skin must be in contact with all respirator sealing surfaces. PPE or clothing that interferes with the face-to-face seal or valve function is not permitted.
- Corrective lenses (eyeglasses) with temple bars or straps that interfere with face-to-face sealing areas cannot be used with any respirator.

- Each employee must perform a user seal check before putting on a tight-fitting respirator.

Monitoring Respirator Effectiveness

The program administrator will monitor and re-evaluate the effectiveness of the respirator program after any significant changes in the workplace condition or exposure levels.

Employees must leave the areas in which they wear respirators when:

- They need to wash their faces or their respirator face piece components
- They detect face piece leaks or change in breathing resistance
- They must change respirator filters, cartridges, or canister elements

Respirator Maintenance, Cleaning, and Care

Before any new respirator is used, it must be washed, disinfected, and inspected according to the manufacturer's instructions or the instructions in Appendix B.

Employees must clean and disinfect their own respirators after each use and store them in a sanitary location, so the face pieces and valves are protected.

Respirators used for fit testing must be cleaned and disinfected after each use by the person conducting the fit test.

Employees must inspect their respirators before they use them and after they clean them. Inspection includes:

- A check of respirator function
- Tightness of connections
- The condition of the elastomeric face piece, head straps, valves, connecting tubes, cartridges, canisters, and filters

Only trained employees can replace worn or deteriorated respirator parts. All repair work, adjustments, and replaced parts must comply with the respirator manufacturer's instructions.

Identity of Filters, Cartridges, and Canisters

All filters, cartridges, and canisters must be maintained as received by the manufacturers, distributor, or suppliers and labeled and color-coded with the NIOSH-approval label. The label cannot be removed and must remain legible. Defective filters, canisters, and cartridges cannot be used and must be removed from service.

Air Quality in Atmosphere-Supplying Respirators

Compressed breathing air used in atmosphere-supplying respirators must meet the criteria established by the American National Standards Institute (ANSI) for Grade D Breathing Air.

Training Requirements

After it has been determined that respiratory protection is required, the employer must provide the equipment to employees and train them prior to performing hazardous tasks. Before any employee wears a respirator for the first time, he or she must receive training on and demonstrate comprehension of:

- Why a respirator is necessary
- How improper fit, use, or maintenance can compromise the protective effect of a respirator
- A respirator's capabilities and limitations
- How to use a respirator in emergency situations, including ones in which a respirator malfunctions
- How to inspect, put on, and remove a respirator and check the seals
- Proper maintenance and storage procedures
- How to recognize medical signs and symptoms that may limit or prevent effective respirator use

Training will be provided by the program administrator or another qualified person. The training must be fully documented and certify that employees understand the concepts presented and have demonstrated how to use and wear the respirator.

Training must give each user an opportunity to handle the respirator, have it fitted, test the seal, and wear it in normal air for a trial period.

Retraining

Retraining must be performed annually and also when deemed necessary due to changes in the workplace, program evaluations, or employee performance.

Employees who are responsible for inspecting the emergency and supplied-air respirators will receive supplied-air respirator specific training.

Retraining of employees is required when:

- Changes in the workplace occur that make previous training obsolete
- Changes in the type of PPE occur
- Employer observes inadequacies in an employee's performance based on demonstrated use of assigned PPE that indicates an employee has not retained the necessary understanding or skill

Employees who are permitted to wear respirators must first read the information in Appendix C.

Recordkeeping

This program will be reviewed periodically to ensure compliance is maintained. The Program Administrator will maintain records of non-confidential medical evaluation determinations, fit testing, training documentation, and annual inspection audits and will make them available to employees. Any medical records will be maintained in a secure area and a proper records request form will be completed if any individuals request medical information.

Version Log

This program must be reviewed periodically by the company to determine if updates are necessary. An example of our version log is included below to document relevant changes.

Date of Program Start	Version Number	Summary of Changes

Remainder of page intentionally left blank.

Appendix A – OSHA Respirator Medical Evaluation Questionnaire

To the employee:

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (Mandatory) The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date: _____

2. Your name: _____

3. Your age (to nearest year): _____

4. Sex (circle one): Male/Female

5. Your height: _____ ft. _____ in.

6. Your weight: _____ lbs.

7. Your job title: _____

8. A phone number where you can be reached by the health care professional who reviews this questionnaire (include the Area Code): _____

9. The best time to phone you at this number: _____

10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes/No

11. Check the type of respirator you will use (you can check more than one category):

a. _____ N, R, or P disposable respirator (filter-mask, non-cartridge type only).

b. _____ Other type (for example, half- or full-face piece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

12. Have you worn a respirator (circle one): Yes/No

If "yes," what type(s): _____

_____

Part A. Section 2. (Mandatory) Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month: Yes/No

2. Have you ever had any of the following conditions?

a. Seizures: Yes/No

b. Diabetes (sugar disease): Yes/No

c. Allergic reactions that interfere with your breathing: Yes/No

d. Claustrophobia (fear of closed-in places): Yes/No

e. Trouble smelling odors: Yes/No

3. Have you ever had any of the following pulmonary or lung problems?

a. Asbestosis: Yes/No

b. Asthma: Yes/No

c. Chronic bronchitis: Yes/No

d. Emphysema: Yes/No

e. Pneumonia: Yes/No

f. Tuberculosis: Yes/No

g. Silicosis: Yes/No

h. Pneumothorax (collapsed lung): Yes/No

i. Lung cancer: Yes/No

j. Broken ribs: Yes/No

k. Any chest injuries or surgeries: Yes/No

l. Any other lung problem that you've been told about: Yes/No

4. Do you currently have any of the following symptoms of pulmonary or lung illness?

a. Shortness of breath: Yes/No

b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline: Yes/No

c. Shortness of breath when walking with other people at an ordinary pace on level ground: Yes/No

d. Have to stop for breath when walking at your own pace on level ground: Yes/No

e. Shortness of breath when washing or dressing yourself: Yes/No

f. Shortness of breath that interferes with your job: Yes/No

g. Coughing that produces phlegm (thick sputum): Yes/No

h. Coughing that wakes you early in the morning: Yes/No

i. Coughing that occurs mostly when you are lying down: Yes/No

j. Coughing up blood in the last month: Yes/No

k. Wheezing: Yes/No

l. Wheezing that interferes with your job: Yes/No

m. Chest pain when you breathe deeply: Yes/No

n. Any other symptoms that you think may be related to lung problems: Yes/No

5. Have you ever had any of the following cardiovascular or heart problems?

a. Heart attack: Yes/No

b. Stroke: Yes/No

c. Angina: Yes/No

d. Heart failure: Yes/No

e. Swelling in your legs or feet (not caused by walking): Yes/No

f. Heart arrhythmia (heart beating irregularly): Yes/No

g. High blood pressure: Yes/No

h. Any other heart problem that you've been told about: Yes/No

6. Have you ever had any of the following cardiovascular or heart symptoms?

a. Frequent pain or tightness in your chest: Yes/No

b. Pain or tightness in your chest during physical activity: Yes/No

c. Pain or tightness in your chest that interferes with your job: Yes/No

d. In the past two years, have you noticed your heart skipping or missing a beat: Yes/No

e. Heartburn or indigestion that is not related to eating: Yes/No

d. Any other symptoms that you think may be related to heart or circulation problems: Yes/No

7. Do you currently take medication for any of the following problems?

a. Breathing or lung problems: Yes/No

b. Heart trouble: Yes/No

c. Blood pressure: Yes/No

d. Seizures: Yes/No

8. If you've used a respirator, have you ever had any of the following problems? (If you've never used a respirator, check the following space and go to question 9:)

a. Eye irritation: Yes/No

b. Skin allergies or rashes: Yes/No

c. Anxiety: Yes/No

d. General weakness or fatigue: Yes/No

e. Any other problem that interferes with your use of a respirator: Yes/No

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire: Yes/No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-face piece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you ever lost vision in either eye (temporarily or permanently): Yes/No

11. Do you currently have any of the following vision problems?

a. Wear contact lenses: Yes/No

b. Wear glasses: Yes/No

c. Color blind: Yes/No

d. Any other eye or vision problem: Yes/No

12. Have you ever had an injury to your ears, including a broken ear drum: Yes/No

13. Do you currently have any of the following hearing problems?

a. Difficulty hearing: Yes/No

b. Wear a hearing aid: Yes/No

c. Any other hearing or ear problem: Yes/No

14. Have you ever had a back injury: Yes/No

15. Do you currently have any of the following musculoskeletal problems?

a. Weakness in any of your arms, hands, legs, or feet: Yes/No

b. Back pain: Yes/No

c. Difficulty fully moving your arms and legs: Yes/No

d. Pain or stiffness when you lean forward or backward at the waist: Yes/No

e. Difficulty fully moving your head up or down: Yes/No

f. Difficulty fully moving your head side to side: Yes/No

g. Difficulty bending at your knees: Yes/No

h. Difficulty squatting to the ground: Yes/No

i. Climbing a flight of stairs or a ladder carrying more than 25 lbs.: Yes/No

j. Any other muscle or skeletal problem that interferes with using a respirator: Yes/No

Part B Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen: Yes/No

If "yes," do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions: Yes/No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals: Yes/No

If "yes," name the chemicals if you know them: _____

_____

_____

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

a. Asbestos: Yes/No

b. Silica (e.g., in sandblasting): Yes/No

c. Tungsten/cobalt (e.g., grinding or welding this material): Yes/No

d. Beryllium: Yes/No

e. Aluminum: Yes/No

f. Coal (for example, mining): Yes/No

g. Iron: Yes/No

h. Tin: Yes/No

i. Dusty environments: Yes/No

j. Any other hazardous exposures: Yes/No

If "yes," describe these exposures:

_____

4. List any second jobs or side businesses you have:

_____

5. List your previous occupations:

_____

6. List your current and previous hobbies:

_____

7. Have you been in the military services? Yes/No

If "yes," were you exposed to biological or chemical agents (either in training or combat): Yes/No

8. Have you ever worked on a HAZMAT team? Yes/No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications): Yes/No

If "yes," name the medications if you know them: _____

10. Will you be using any of the following items with your respirator(s)?

a. HEPA Filters: Yes/No

b. Canisters (for example, gas masks): Yes/No

c. Cartridges: Yes/No

11. How often are you expected to use the respirator(s) (circle "yes" or "no" for all answers that apply to you)?

a. Escape only (no rescue): Yes/No

b. Emergency rescue only: Yes/No

c. Less than 5 hours per week: Yes/No

d. Less than 2 hours per day: Yes/No

e. 2 to 4 hours per day: Yes/No

f. Over 4 hours per day: Yes/No

12. During the period you are using the respirator(s), is your work effort:

a. Light (less than 200 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift:
_____hrs._____mins.

Examples of a light work effort are sitting while writing, typing, drafting, or performing light assembly work; or standing while operating drill press (1-3 lbs.) or controlling machines.

a. Moderate (200 to 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift:
_____hrs._____mins.

Examples of moderate work effort are sitting while nailing or filing; driving a truck or bus in urban traffic; standing while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; walking on a level surface about 2 mph or down a 5-degree grade about 3 mph; or pushing a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.

b. Heavy (above 350 kcal per hour): Yes/No

If "yes," how long does this period last during the average shift:
_____hrs._____mins.

Examples of heavy work are lifting a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; shoveling; standing while bricklaying or chipping castings; walking up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator: Yes/No

If "yes," describe this protective clothing and/or equipment:

_____

14. Will you be working under hot conditions (temperature exceeding 77 deg. F): Yes/No

15. Will you be working under humid conditions: Yes/No

16. Describe the work you'll be doing while you're using your respirator(s):

_____

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

_____

_____

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the second toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

Name of the third toxic substance: _____

Estimated maximum exposure level per shift: _____

Duration of exposure per shift: _____

The name of any other toxic substances that you'll be exposed to while using your respirator:

_____

_____

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security):

_____

Appendix B – Respirator Cleaning Procedures (mandatory)

These procedures are provided for employer use when cleaning respirators. They are general in nature, and the employer as an alternative may use the cleaning recommendations provided by the manufacturer of the respirators used by their employees, provided such procedures are as effective as those listed here in Appendix B. Equivalent effectiveness simply means that the procedures used must accomplish the objectives set forth in Appendix B, i.e., must ensure that the respirator is properly cleaned and disinfected in a manner that prevents damage to the respirator and does not cause harm to the user.

Procedures for Cleaning Respirators

1. Remove filters, cartridges, or canisters. Disassemble face pieces by removing speaking diaphragms, demand and pressure- demand valve assemblies, hoses, or any components recommended by the manufacturer. Discard or repair any defective parts.
2. Wash components in warm (43 deg. C [110 deg. F] maximum) water with a mild detergent or with a cleaner recommended by the manufacturer. A stiff bristle (not wire) brush may be used to facilitate the removal of dirt.
3. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain.
4. When the cleaner used does not contain a disinfecting agent, respirator components should be immersed for two minutes in one of the following:
    a. Hypochlorite solution (50 ppm of chlorine) made by adding approximately one milliliter of laundry bleach to one liter of water at 43 deg. C (110 deg. F); or,
    b. Aqueous solution of iodine (50 ppm iodine) made by adding approximately 0.8 milliliters of tincture of iodine (6-8 grams ammonium and/or potassium iodide/100 cc of 45% alcohol) to one liter of water at 43 deg. C (110 deg. F); or,

   c. Other commercially available cleansers of equivalent disinfectant quality when used as directed, if their use is recommended or approved by the respirator manufacturer.
5. Rinse components thoroughly in clean, warm (43 deg. C [110 deg. F] maximum), preferably running water. Drain. The importance of thorough rinsing cannot be overemphasized. Detergents or disinfectants that dry on face pieces may result in dermatitis. In addition, some disinfectants may cause deterioration of rubber or corrosion of metal parts if not completely removed.
6. Components should be hand-dried with a clean lint-free cloth or air-dried.
7. Reassemble face piece, replacing filters, cartridges, and canisters where necessary.
8. Test the respirator to ensure that all components work properly.

Remainder of page intentionally left blank.

Appendix C – Information for Employees Using Respirators

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

Appendix D – Information for Employees Using Respirators When Not Required Under the Standard

Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is used improperly or not kept clean, the respirator itself can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by OSHA standards. If your employer provides respirators for your voluntary use, or if you provide your own respirator, you need to take certain precautions to be sure that the respirator itself does not present a hazard.

You should do the following:

1. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning and care, and warnings regarding the respirators limitations.
2. Choose respirators certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, certifies respirators. A label or statement of certification should appear on the respirator or respirator packaging. It will tell you what the respirator is designed for and how much it will protect you.
3. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.
4. Keep track of your respirator so that you do not mistakenly use someone else's respirator.

Sanitation and Hygiene Plan

The Applicant takes equipment, facility and personal sanitation and hygiene seriously in order to prevent contamination or adulteration of all cannabis plants, cannabis products grown, stored or dispensed in any Applicant facility.

It is expected that all Applicant employees regardless of their specific job duties will practice good hygienic and sanitary health habits. This includes maintaining personal cleanliness and washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated. This includes after using the restroom, prior to and post daily break or lunch and prior to handling cannabis plants, raw cannabis, cannabis infused products, and packaged products. Each employee of the Applicant must wear provided uniforms or clean clothing appropriate to the duties they perform.

Each employee shall practice good sanitation and health habits whenever working with all cannabis and cannabis products. Proper grooming and hygiene must be always maintained. Each employee shall:

- Keep fingernails trimmed, filed and maintained so that the edges and surfaces are cleanable.
- Refrain from wearing fingernail polish or artificial fingernails, unless wearing intact gloves in good repair.
- Refrain from wearing perfumes, colognes, and other strong scents while at work, as others may have sensitivities to these products.
- Keep a facial hair clean and adequately trimmed.
- Utilize Hand Sanitizer throughout the working day.

All employees must wash their hands and exposed portions of their arms with warm water and antibacterial soap at a designated handwashing sink:

- When starting a shift or upon returning to work after a break
- After using the restroom
- After eating

- Before, during and after handling any products, food, equipment and utensils, as often as necessary to ensure products are not soiled by contact and to prevent contamination
- After shaking hands with a patient or guest
- After handling soiled equipment or utensils; and
- After touching bare human body parts other than the employee's clean hands and exposed portions of arms.

The water supply of the Integrated Facility shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the needs of the Integrated Facility.

All Plumbing shall be of adequate size and design, and adequately maintained to carry sufficient quantities of water throughout the integrated facility. Plumbing shall properly convey sewage and liquid disposable waste from the integrated facility. There shall be no cross-connections between the potable and wastewater lines.

There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.

All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

Any toxic cleaning compounds, sanitizing agents, solvents and pesticide chemicals must be labeled and stored in a manner that prevents contamination of cannabis plants, cannabis and cannabis infused products and in a manner that complies with all other applicable laws and regulations.

All Integrated Facility employees, visitors and contractors who work directly with cannabis plants, raw cannabis, or in the creation and packaging of cannabis infused products will

change into a clean, washed uniform prior to accessing the cultivation and product manufacturing areas of the integrated facility. All Integrated Facility employees, visitors and contractors shall wear hair and beard nets (as applicable) and gloves at all times while in the facility. All employees will purchase and retain a pair of black non-skid work shoes that do not leave the facility in order to prevent pests, insects or outside bacteria from entering the cultivation and product manufacturing areas via outdoor footwear. Any guests, visitor or contractors will be provided with a pull-on suit and booties to prevent outside pests, insects or bacteria from entering the cultivation and product manufacturing areas.

Adequate protection against pests shall be provided through the use of integrated pest management practices and techniques that identify and manage pest problems, and the regular disposal of trash to prevent infestation. Our IPM program shall use only biological controls and pesticides approved by the ADAI in accordance with ANR-2365.

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Confidential Information and Cybersecurity Plan

In accordance with 538-x-4.07(O)(9) A Confidential Information and Cybersecurity Plan shall be held by this Integrated Facility about registered qualifying patients, personal caregivers, and facility agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Alabama Medical Cannabis Commission ("the Commission") may access this information to carry out official duties.

Our objective, in the development and implementation of this comprehensive written Confidential Information and Cybersecurity (the “Plan”), is to create effective administrative, technical, and physical safeguards for the protection of personal information and Sensitively Personally Identifying information (“SPII”). Our Plan will comply with our obligations under the medical cannabis state laws, and the Alabama Data Breach Notification Act of 2018 - 396 (“the Act”). The Plan sets forth our procedure and plan for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information, implementing a system of security, and steps to conduct an assessment of its data security and establish reasonable security measures to protect SPII from being breached.

The Alabama Data Breach Notification Act of 2018 (Acts 2018-396) requires certain entities to provide notice to certain persons upon a breach of security that results in the unauthorized acquisition of Sensitive Personally Identifying Information (PII).

Purpose

The purpose of the Plan is to:

- Designate an employee or employees to coordinate the Applicant’s security measures to protect against a breach of security.
- Identify internal and external risks of a breach of security.
- Ensure the security and confidentiality of personal information.

- Adopt appropriate safeguards to address identified risks of a breach of security and assess the effectiveness of such safeguards.
- Protect against any anticipated threats or hazards to the security or integrity of such information.
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity threat or fraud.
- Retain service providers who are contractually required to maintain appropriate safeguards for SPII.
- Evaluate and adjust security measures to account for changes in circumstances affecting the security of SPII.
- Provide notification to the Applicant's board of directors of the overall status of its security measures.

Scope

In formulating and implementing the Plan, we will:

- Identify reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing personal information.
- Assess the likelihood and potential damage of these threats, taking into consideration the sensitivity of the personal information.
- Evaluate the sufficiency of existing policies, procedures, customer information systems, and other safeguards in place to control risks.
- Design and implement a plan that puts safeguards in place to minimize those risks.
- Regularly monitor the effectiveness of those safeguards.

Definitions

The following word as used herein shall, unless the context requires otherwise, have the following meanings:

Breach of security or breach: A "breach of security" or "breach" is defined as the unauthorized acquisition of data in electronic form containing sensitive personally

identifying information. Acquisition occurring over a period of time committed by the same entity constitute one breach.

Covered entity: A person, sole proprietorship, partnership, government entity, corporation, nonprofit, trust, estate, cooperative association, or other business entity that acquires or uses sensitive personally identifying information.

Electronic: Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

Encrypted: the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key.

Individual: Any Alabama resident whose sensitive personally identifying information was, or the covered entity reasonably believes to have been, accessed as a result of the breach.

Sensitively Personally Identifying Information ("SPII"): is defined as an Alabama resident's first name or first initial and last name in the combination with one or more of the following with respect to the same Alabama resident:

- A non-truncated Social Security number or tax identification number.
- A non-truncated driver's license number, state-issued identification card number, passport number or military identification number or other unique identification number issued on a government document used to verify the identity of a specific individual.
- A financial account number, including a bank account number, credit card number or debit card number in combination with any security code, access code, password, expiration date or PIN, that is necessary to access the financial account or to conduct a transaction that will credit or debit the financial account.
- Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
- An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

- A username or email address, in combination with a password or security question and answer that would permit access to an online account affiliated with the covered entity that is reasonably likely to contain or is used to obtain sensitive personally identifying information.

The Act: covers SPII of any individual – customer, employee, contractor or any other person.

Third-party agent: An entity that has been contracted to maintain, store, posses, or is otherwise permitted to access sensitive personally identifying information in connection with providing services to a covered entity.

We have designated the Compliance Director to oversee, supervise and maintain the Plan. The Compliance Director will be responsible for:

- Initial implementation of the Plan;
- Training owners, manager, and employees;
- Regular testing of the Plan's safeguards;
- Evaluating the ability of each of our third-party agents to protect in the manner required by the Alabama Data Breach Notification Act 2018-396, the personal information to which we have permitted them access and to conCompany that sensitively personally identifying information protective security measures are in place. As such, all third-party agents working with the Applicant will be contracted to acknowledge conCompanyation of compliance as per the Alabama Date Breach Notification Act 2018-396.
- Reviewing the scope of the security measures in the Plan at least annually, or whenever there is a material change in our business practices that may implicate the security or integrity of records containing sensitively personally identifying information.
- Conduct training sessions for all employees and independent contractors, including temporary and contract employees who have access to SPII on the elements of the Plan.

Internal Risks

To combat internal risks to the security, confidentiality, and/or integrity of any electronic, paper, or other records containing SPII, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, the following measures are mandatory.

- A copy of this Plan must be distributed to each employee.
- There must be regular retraining of employees on the detailed provisions of the Plan and all current employees will be required to sign the Plan certifying they have received a written copy.
- Employees are required to comply with the provisions of the Plan. Any nonconforming use of personal information during or after employment will result in disciplinary action, up to and including immediate termination of employment.
- The amount of personal information collected is limited to that amount reasonably necessary to accomplish our legitimate business purposes, or necessary for us to comply with other state or federal regulations.
- Access to records containing personal information is limited to those persons who are reasonably required to know such information in order to accomplish our legitimate business purpose or to enable us to comply with other state or federal regulations.
- Only authorized employees can logon to the network. Each user's access is password protected.
- All security measures shall be reviewed whenever there is a material change in our business practices that may reasonably implicate the security or integrity of records containing personal information. The Compliance Director shall be responsible for this review and shall fully apprise management of the results of that review and any recommendations for improved security arising out of that review.
- Personal Information may be stored electronically or in paper format.

Electronic

Data is stored on locally and backed up locally on the Corporate Network and accessed by employees via shared network folders. Users store data locally on their computers as well. Computers located at all facilities require a username and password.

The individual desktops require a username and password access. All passwords of users authorized to access desktops containing SPII must be changed every 4 months.

Paper

Personal information may also be stored on paper. All personal information contained on paper is kept in locked file cabinets within the office. At the end of each evening the door is locked to the office. The Executive Management Team are the only individual who have keys to the locked file cabinets.

A terminated employee's physical and electronic network access is immediately blocked upon termination. Such terminated employee shall be required to surrender all keys and digital key fobs that permit access to our premises or information. Moreover, such terminated employee's remote electronic access to personal information must be disabled; his/her voicemail access, email access, internet access, and passwords must be invalidated. The Security Director and the Chief Executive Officer shall maintain a highly secured master list of all lock combinations, passwords, and keys.

Employees are encouraged to report any suspicious or unauthorized use of patient and caregiver information.

Whenever there is an incident that requires notification under the Alabama Data Breach Notification Act of 2018-396, the Applicant will conduct a good faith and prompt investigation to determine:

- The scope of the breach.
- Whose information was compromised, and the nature of that information.
- Whether the breached information is "reasonably likely to cause substantial harm" to the person(s) whose information was lost; and

- Measures to be taken to restore security of the information and system breached.

At the end of the workday, all files and other records containing personal information are stored in locked files, storage areas or containers.

This written Plan represents the Applicant's rules ensuring that reasonable restrictions exist for obtaining physical access to records containing personal information. Such restrictions include allowing physical access to records to those personnel requiring access to perform their assignments, as listed above; that such records and data are to be stored in locked cabinets, locked individual offices, locked office suites as listed in the paragraph above; that the office is locked during off-hours to all unauthorized personnel.

Paper or electronic records (including records stored on hard drives or other electronic media) containing personal information shall be disposed of by the Compliance Director or the Security Director only in a manner that complies with local and state regulations. Mail received containing Personal Information should be immediately given to the Compliance Director or the Security Director so that the mail is handled consistent with the safeguards contained in this Plan.

Records related to a security breach that require notification to the attorney general or to any individual affected will be maintained for five years.

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Confidential Information and Cybersecurity Plan - HIPPA Security Plan

Information Security Policy

The scope of this policy includes all systems, networks, procedures, and operations related to the company that contain, manipulate, or access electronic protected health information (EPHI). All present and future personnel, equipment, systems, and vendors that access or store the company information are covered under this policy.

Risk Analysis

Items covered within the scope of this policy will be regularly reviewed for known vulnerabilities. Operational procedures will be assessed to ensure maximum efficiency, security, and subject confidence while maintaining the highest level of confidentiality, availability, and integrity to EPHI.

Following the assessment, a report documenting the results along with a remediation plan for addressing critical vulnerabilities will be developed and filed in the company's HIPAA documentation. Accountability for corrective actions will be enforced by the company's Chief Executive Officer.

Risk Management:

The security measures and safeguards that the company will implement for its EPHI will be based upon results of risk analysis and information systems reviews. Reviews of system activity shall cover both routine operations and emergency operations.

The Applicant will implement security measures and safeguards for each EPHI repository sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level. The measures must be commensurate with the data classification of the repository. Safeguards may include normal best practice security measures such as user accounts, passwords, and firewalls; high risk EPHI repositories may require additional security measures.

The Applicant will appropriately discipline and sanction employees and other workforce members for violations of the HIPAA Security Policy.

The following controls, which provide reasonable risk mitigation, will be employed by the company on all applicable information technology systems:

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Sanction Policy:

Any employee who witnesses a violation of HIPAA policy is responsible for notifying their manager or the manager of the person violating policy. That manager is responsible for notifying the Chief Executive Officer. Upon notification of a violation of policy that is related to HIPAA compliance practices, the Chief Executive Officer will take overall responsibility for the issue.

Information Systems Activity Review:

The Applicant will assign staff operational responsibility to regularly review all sources of information system activity, including but not limited to audit logs, access reports, and security incident tracking reports. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

Authorization/Supervision and Workforce Clearance:

Initial authorization of workforce members to access EPHI must be approved by the designated the company departmental administrator or system owner, and records of such authorization must be maintained.

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Procedures will be implemented to review and determine that the access of workforce members is appropriate. §36-12-40 (and grounds outlined therein)§36-12-40 (and gro
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Termination:

Workforce members who end employment or relationship with the Applicant will have all access to EPHI canceled at the time of departure from the organization. Termination for any reason must result in cancelation of all access to information technology, especially EPHI. Cancelation of access must occur as soon as possible after the termination is in effect and will be automated wherever possible.

Access Authorization, Establishment, and Modification:

Workforce members must be authorized by the company to have access to EPHI through electronic means. This will be accomplished through a documented request for access, manager approval, and finally by granting authorization to the workforce member.

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Backup Plan, Emergency Operations, and Disaster Recovery:

Procedures will be established and implemented to create and maintain retrievable exact copies of all the company EPHI. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§

entire servers or collections of servers, prioritization information for systems if applicable, and contact information for server, network, and application administrators.

Security Evaluation:

All technical and non-technical aspects of the company will be reviewed on a periodic basis, emphasizing on-going compliance with the HIPAA Security Rule. All related the company policy and procedure, and other supporting documentation and processes will be identified and reviewed at least annually to ensure it is kept up to date and accurately reflects operations.

Facility (Data Center) Security Plan and Access Control:

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Workforce members are not to alter the configuration of personal devices or load software onto them without prior approval from the company management and IT support staff. Monitors should be positioned to prevent inadvertent disclosure of EPHI from passersby. Screen savers that are password protected will be implemented on all devices.

Remote access to systems containing EPHI must be authorized by the company management on an as needed basis, and should be conducted through secure, encrypted channels to avoid the possibility of inadvertent disclosure. Workforce members accessing EPHI remotely must not retain the EPHI permanently on the remote device.

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Cannabis Waste Management Plan

Waste Disposal

Applicant ("Applicant") will dispose of waste as follows:

All recyclables and waste, including organic waste composed of or containing finished cannabis and cannabis products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on Applicant premises will be locked and secured as to prevent unauthorized access.

Liquid waste containing cannabis or by-products of cannabis processing must be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater, ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT LAND DIVISION - HAZARDOUS WASTE PROGRAM DIVISION 335-14, the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank.

Organic material, recyclable material and solid waste generated at the Applicant will be redirected or disposed of as follows:

Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described in Chapter 420-3-5 Solid Waste Collection and Transportation and Chapter 335-13-13 Statewide Solid Waste Reduction Goal.

To the greatest extent feasible

Any recyclable material will be recycled in a manner approved by the Alabama Medical Cannabis Commission, and State of Alabama.

Any Cannabis containing organic material as defined will be ground up and mixed with other organic material such that the resulting mixture renders any Cannabis unusable for its original purpose.

Once such cannabis waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with Chapter 420-3-5 Solid Waste Collection.

Solid waste containing cannabis waste generated at Applicant will be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the jurisdiction, in which the facility is located; or

The Applicant Employees will document how the solid waste or organic material containing Cannabis is handled on-site including, but not limited to, the grinding up, mixing, storage and removal from the Integrated Facility. When Cannabis Products or waste is disposed or handled, Applicant must create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the Applicant employee(s) present during the disposal or other handling, with signature(s). Applicant will keep these records for at least three years.

Litter and waste will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner and reviewed annually as outlined in 538 x 4.07(O)(10).

Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the applicants'

facilities. Plumbing will properly convey sewage and liquid disposable waste from applicants' facilities. There will be no cross-connections between the potable and wastewater lines.

Waste Storage

If necessary, prior to rendering plant waste unusable it will be stored in a designated space that follows all requirements 538 x 4.07(O)(11). All waste will be weighed on camera and weights recorded for the mandatory Seed to Sale tracking software (Metrc). All waste will be appropriately tagged on its originating location and placed in a secure, marked container. Plant waste will be rendered unusable in a timely manner to maintain a clean environment and reduce the possibility of mold, parasites and pathogens.

Where finished or returned products must be destroyed, they will be sent to Applicant's cultivation or product manufacturing facility or the originating licensee for destruction. Pending destruction, they will be securely stored separate from Products ready for retail or wholesale.

Waste Containers

Each room in the applicant's facilities containing cannabis will have a dedicated container that is clearly labeled as "Cannabis Waste".

- This container will have a sealed cover on it and be located either inside or directly outside each room.
- Cannabis Waste will only be placed in this container.

Each room or area will also have a bin labeled "Non-Cannabis Waste".

- This container will have a sealed cover and will be located inside or directly outside each room or area.

Rendering Cannabis Unusable

In order to render cannabis unusable in the retail license, the Applicant will return all waste in the mandated Seed to Sale tracking system (Metrc) back to the Integrated Facility where all cannabis is rendered unusable. The waste will be transported in compliance with all 538 x-7.00 requirements. It will be mixed with organic material to render the product unusable and unrecognizable. All weighing and destruction must be done on camera with the date, the type and quantity disposed of, the manner of disposal, and Applicant Employee(s) present during the disposal, and documented in the mandatory Seed to Sale program, and documented on the waste disposal log with signature(s).

Cannabis Waste Collection

The Vice President of Cultivation will ensure the collection of all cannabis waste is tracked and documented. Cultivation employees will be responsible for the following on a regular basis.

For cannabis waste that is created during the cultivation process:

- All unusable leaves, stems and other cannabis waste that does not render an entire plant as waste will be placed in the waste container to await transport to the Waste Processing area.
- For cannabis plants that are culled during the cultivation process the plant(s) will be placed in the waste container to await transport to the Waste Processing area. In the mandated Seed to Sale tracking software program (Metrc), the Cultivation Manager or designee will log this plant(s) as being culled and the reason. The tracking label will remain with the culled plant inside the waste container.

For cannabis waste derived in the trimming process:

- The Cultivation Manager or designee will weigh and document the weights into the mandated Seed to Sale tracking software system and print a tracking label and apply it to the appropriate waste container.

At the end of every day, or at any other time that the Cultivation Manger sees fit:

- The waste containers will be brought to the Waste Processing area and the weight of the waste from each container will be taken and logged into the Waste Log and in the mandated Seed to Sale tracking software.
- The labels and or tags from culled plants and waste from the trim room will be entered into the Waste Log and into mandated Seed to Sale tracking software.
- All waste will be placed into covered bins to await disposal.

Cannabis Waste Disposal

The Cultivation Manager or designee will ensure that §36-12-40 (and grounds outlined therein) When destroying flower product, employees will utilize an appropriately sized industrial shredder to grind the cannabis into a small and easily mixed consistency. The ground up cannabis will then be blended with an organic substrate so that the cannabis is no longer able to be used for its original purpose. In the event that an organic substrate is not available, an alternate will be found. All weighing and destruction will be documented via camera and cultivation employees will document on a waste log and in Metrc the date, the type and quantity disposed of, the manner of disposal, and employee(s)present during the disposal. Employees will:

- Collect and re-weigh all cannabis waste to be disposed of.
- Record all weights in the waste disposal log and Seed to Sale software (Metrc).
- If discrepancies in weight are discovered the process will be stopped and the Cultivation Manager and Vice President of Cultivation will be notified to investigate the discrepancy.

For enhanced security, the Applicant will notify Security Director the waste §36-12-40 (and grounds outlined therein) The Cultivation Manager or designee will escort or monitor the waste transport on camera.

Mixing/grinding waste

After cannabis waste is ground, blended (incorporated) the ground waste with at least the same amount (weight) of inert solid waste material to make the cannabis waste unusable. The Applicant will utilize 50% cannabis waste and 50% inert solid waste material.

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The Applicant will contract with a solid waste management hauler and facility that holds a valid permits. §36-12-40 (and grounds outlined therein) the hauler will empty the dumpster and dispose of the waste at the solid waste.

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Non-Cannabis Waste

All non-cannabis waste will be transferred at the end of each workday to the garbage dumpster outside the facility.

Liquid Cannabis Waste

Any liquid cannabis waste from the processing of cannabis will be placed in a “Cannabis Waste” container and collected in accordance with this policy and procedure. This waste, along with any liquid cannabis waste accepted from an outside source will be disposed of as detailed above in this policy and procedure.

Records

When cannabis products or waste is disposed or handled, Applicant will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other

handling, and the names of the Applicant Employee(s) present during the disposal or other handling, with their signatures. Applicant will keep these records for at least three years.

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Cultivation Policy and Procedure Manual

The purpose of this policy is to ensure the health, safety, and security of the public, our employees, and the integrity of medical cannabis as it relates to our cultivation practices as defined in Chapter 80-14-1 and Chapter 2A to Title 20, Code of Alabama 1975. Our policy and procedure provide specific, methodical, and consistent procedures with the cultivation practices applied to our greenhouse cultivation practices. The Applicant's cultivation team will use best practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pest, pesticides, mildews, and any other contaminate posing potential harm.

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Our Vice President of Cultivation is responsible for developing, implementing, and updating standard procedures for cultivation, consistent with best management practices for the cultivation processes.

All employees of the Applicant will comply with the background check requirements mandated by the AMCC pursuant to Alabama Code Section 20-2A-59 and all employees will

comply with the requirement of § 20-2A-62(d)(3), Code of Alabama 1975 (as amended), relating to crimes involving controlled substances.

All of our medical cannabis cultivars will be approved by the Department prior to acquisition of plant material. The Vice President of Cultivation is responsible for submitting our cultivars for approval, tracking the status of approval, and record keeping of each approval issued.

The Applicant will establish and maintain sanitation procedures to prevent the spread of pests and contaminants. The Applicant will also develop, implement, and update IPM procedures to ensure we are regularly and systematically monitoring for pests.

Our Vice President of Cultivation is responsible for developing and utilizing an Integrated Pest Management Plan that includes least risk protocols for preventing and managing pests. This plan will be consistent with the Department and the Commission's Guidance and Best Practices for Integrated Pest Management; the Alabama Department of Agriculture and Industries (ADAI); and the Alabama A&M and Auburn University Hemp ANR-2635, Insect, Weed and Disease Control Recommendations for 2022. The Applicant will ensure optimal growing conditions to promote healthy plant growth, encourage natural enemies, and minimize pest and contaminants.

To deter cross-pollination, cross-contamination and erosion of the yield, The Applicant will not be located within 1 mile (5,280 feet) of any other cultivator or integrated facility, hemp grower licensed by the department, or any known stands of cannabis not licensed by the department or AMCC.

The Applicant will take steps to limit the visibility of cannabis, in any form, form outside the perimeter barrier of the cultivation facility. All phases of our cultivation, processing and packaging of medical cannabis will take place in a designated area that is not visible from a public place without the use of binoculars, aircraft or other optical aids.

Any soil used for cultivation will meet the ATSDR, U.S. Agency for Toxic Substances and Disease Registry’s Environmental Media Evaluation Guidelines for residential soil levels.

If pesticides are to be used the Vice President of Cultivation will ensure that the Application of pesticides will be performed in compliance with Department of Agriculture and Industries, Chapter 27, Title 2, Code of Alabama 1975 as well as any additional local, state, and federal guidelines. We acknowledge that only those pesticides listed on ANR-2635 are permitted on cultivation of medical cannabis.

If the Applicant applies any plant nutrient for the cultivation of medical cannabis, we will comply with Alabama Code §2-22-2 (2021) as well as any additional local, state, and federal guidelines.

All of the Applicant's medical cannabis products will be tested in compliance with the requirement of § 20A-2A-66. The Applicant will provide documentation of this testing for all medical cannabis that is sold or otherwise transferred to other medical cannabis establishments. All records of the testing will be maintained for at least two years and will be accessible to the Department and the AMCC upon request. The Applicant will only sell or transfer cannabis to other licensees.

At least quarterly, the Applicant will, at our own cost, have our medical cannabis sampled by the State Testing Laboratory licensed by the AMCC to ensure that no pesticides or other hazardous substances are present in the cannabis material.

Any employee having contact with medical cannabis including cultivation, production, or packaging, is subject to the requirements for food handlers. All employees will follow the guidelines and are required to attend and pass ServSafe® training, and will be required to receive an ANSI Accredited Food Handler Certificate.

Any employee in direct contact with medical cannabis will maintain adequate personal cleanliness.

Wash hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

The Applicant has adequate and convenient hand-washing facilities which are furnished with running water at a suitable temperature.

Hand- washing facilities are located in all production areas and where good sanitary practices require employees to wash and/or sanitize their hands and provide effective hand-cleaning and sanitizing preparations and sanitary towel service.

Gloves are required when handling medical cannabis.

Glove stations are provided and located throughout the facility.

All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be adequately cleanable.

Any and all toxic items in the facility will be identified, held, and stored in a manner that protects against contamination of medical cannabis.

The Vice President of Cultivation or designee must maintain such list including the amounts and storage locations. These items will be stored in locked containers outside of all cultivation and processing areas.

The usage, storage and disposal of any and all chemicals or solvents will be done in accordance with the labeled instructions or on the Safety Data Sheets (SDS's).

The Compliance Manager or designee will maintain a book that lists all chemicals or solvents in the facility along with the SDS's.

Refer to the Waste Management Plan for proper disposal of chemicals or solvents.

The Applicant will not adulterate medical cannabis with any substances, including with psychoactive additives or other illicit substances.

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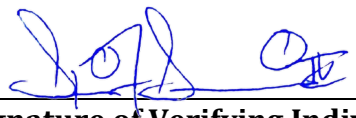
Exhibit 21 – Production and Manufacturing Process

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

21.1 – Identify which of the approved types of medical cannabis will be produced at each facility where cannabis is to be processed

The applicant will produce Oral and Topical preparations of medical cannabis. Table 1 - 21.1, Medical Cannabis Product Types has been provided below. A more detailed description of each product type, and their variants has been provided in 21.2.

Table 1 - 21.1, Medical Cannabis Product Types

Route of Administration	Product Type
Oral	Capsules –RSO Liquid Filled Gelatinous Cubes Ratio Tinctures – Alcohol Free
Topical	Balm (a.k.a. Emulsified – Canna Body Butter)

21.2 – Provide a summary of the manufacturing processes and methods to be utilized to produce each product, including the machinery, equipment, materials and personnel necessary to produce each product.

The applicants' manufacturing process will generally consist of Extraction, Formulation, Filling, and Packaging with each process step occurring inside of a facility designed for manufacturing in accordance with current Good Manufacturing Practices. A manufacturing process diagram has been created for each product to visually summarize each production process. See attached process diagrams (identified as "Manufacturing process diagrams – Attachment to Exhibit 21 section 21.2"). Additionally, Tables 1 through 4 - 21.2 Manufacturing Equipment for <Product> has been provided below to include the machinery/equipment that will be used to produce each product. Note that these tables do not detail lower cost capital expense items like hot plates, or hand utensils. The personnel necessary to produce these products will minimally require: (1) Extraction Technician, (2) Formulation/Kitchen Technicians, (2) Filling & Packaging Technicians, (1) Sanitation Technician, and (1) Production Supervisor.

Table 1 – Manufacturing Equipment for RSO Liquid Filled Capsules

§36-12-40 (and grounds outlined therein)	**Room**	**Use Description/Method**	**Use location**
§36-12-40 (and grounds outlined therein)	Kitchen	Ingredient Homogenization	Formulation
§36-12-40 (and grounds outlined therein)	Kitchen	Homogenizer probe - Ingredient homogenization	Formulation
§36-12-40 (and grounds outlined therein)	Kitchen	Incubator oven, reduce viscosity of cannabis extract	Formulation
§36-12-40 (and grounds outlined therein)	1x Kitchen 1x Production	Ingredient measurement - small capacity	Formulation
§36-12-40 (and grounds outlined therein)	Kitchen	Ingredient measurement - large capacity	Formulation & Filling
§36-12-40 (and grounds outlined therein)	Production	Depositing apparatus	Filling
§36-12-40 (and grounds outlined therein)	Kitchen	Homogenization vessel	Formulation
§36-12-40 (and grounds outlined therein)	Kitchen	Bulk capsule formulation storage	Formulation
§36-12-40 (and grounds outlined therein)	Production	liquid transfer to depositing apparatus cylinder	Formulation
§36-12-40 (and grounds outlined therein)	Production	Capsule counting & unit depositing	Filling
§36-12-40 (and grounds outlined therein)	Production	Unit label applicator	Packaging
§36-12-40 (and grounds outlined therein)	Production	Handheld induction sealer	Packaging

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	of cannabis extract	
Production	Unit Box Label applicator	Packaging
Production	Pouch sealer - tamper evidence	Packaging
Production	Label Printer	Packaging

Table 3 - Manufacturing Equipment for Tinctures (Alcohol Free)

Room	**Use Description**	**Use location**
Kitchen	Ingredient Homogenization	Formulation
Kitchen	Homogenizer probe - Ingredient homogenization	Formulation
Kitchen	Incubator oven, reduce viscosity of cannabis extract	Formulation
1x Kitchen 1x Production	Ingredient measurement - small capacity	Formulation
Kitchen	Ingredient measurement - large capacity	Formulation & Filling
Production	Depositing apparatus	Filling
Kitchen	Homogenization vessel	Formulation
Kitchen	Bulk capsule formulation storage	Formulation
Production	liquid transfer to depositing	Formulation

	apparatus cylinder	
Production	Capsule counting & unit depositing	Filling
Production	Unit label applicator	Packaging
Production	Handheld induction sealer for tamper evidence	Packaging
Production	Unit Box Label applicator	Packaging
Production	Label Printer	Packaging

Table 4 - Manufacturing Production Equipment for Topical – Emulsified Canna Body Butter

Room	**Use Description**	**Use location**
Kitchen	Balm emulsification	Formulation
Kitchen	Homogenizer probe - Ingredient homogenization	Formulation
Kitchen	Balm whipping	Formulation
1x Kitchen 1x Production	Ingredient measurement - small capacity	Formulation & Filling
Kitchen	Ingredient measurement - large capacity	Formulation
Kitchen	Cold storage, temperature sensitive excipients	Formulation

§36-12-40 (and grounds outlined therein)	Kitchen	Homogenization vessel	Formulation
§36-12-40 (and grounds outlined therein)	Kitchen	Bulk balm storage vessel	Formulation
§36-12-40 (and grounds outlined therein)	Production	Depositing apparatus	Filling
§36-12-40 (and grounds outlined therein)	Production	Unit label applicator	Packaging
§36-12-40 (and grounds outlined therein)	Production	Handheld induction sealer for tamper evidence	Packaging
§36-12-40 (and grounds outlined therein)	Production	Unit Box Label applicator	Packaging
§36-12-40 (and grounds outlined therein)	Production	Label Printer	Packaging

21.3 – Provide a professionally-rendered blueprint (or if not available, professionally rendered floorplans or schematics) showing which portions of each of its facilities are ascribed to a particular phase or department of integrated production – cultivation, processing, transporting, and dispensing (or, as applicable, none of the foregoing)

The Applicant has provided a professionally-rendered floorplans showing which portions of each of its facilities are ascribed to a particular phase or department of our integrated production – cultivation, processing, transporting and dispensing license. See attached drawings (identified as "Professionally rendered blueprints – Attachment to Exhibit 21, Section 21.3").

21.4 – Identify specific plans to ensure safety of personnel and facilities based on the types of processes proposed to be utilized.

The goal for the applicant is to always provide a safe, injury free workplace but the applicant also acknowledges that no work environment is completely free from the risk for workplace injuries or accidents. The Applicant has developed a comprehensive, risk based, Environmental Health & Safety program which provides the measures necessary to ensure safety of personnel, its facilities, and protocols in the unexpected event where an injury or facility damage occurs. The foundational documents created with which all other safety related procedures will be built upon is the applicants Hazard Communication Policy. The Hazard Communication Plan and the Environmental Health and Safety Plan is included in the Applicant's Policies and Procedures Manual. This Environmental Health and Safety Procedure establishes a Safety Committee and details the requirements for conducting Hazard Assessments. A Hazard Assessment will be conducted for each process at the applicant's cultivation and manufacturing facilities. This activity requires direct engagement and contribution from the employees who will perform a given activity. As such, a completed Hazard Assessment will be completed for each process after hiring and recruitment, but prior to the commencement of cultivation manufacturing operations.

21.5 – Provide a detailed list of formulae and ingredients for each medical cannabis product, including a list of all excipients to be utilized in the manufacture of each product, and the purpose served by each

See Table 1 - 21.5, Formulae and Ingredients below for a detailed list of formulae and ingredients for each medical cannabis product/product variant. Note that some ingredients/excipients cannot utilize a US Pharmacopeia (USP) ingredient to demonstrate the ingredient is pharmaceutical grade (as defined by 583 x.6). A USP grade ingredient can only be utilized if a commercially available USP grade ingredient/excipient is available that is registered as safe for human consumption. Though USP numbers exists for many different types of ingredients/excipients, they are often laboratory grade and are not suitable for human consumption (example: there are is commercially available USP grade sugar that is safe for human consumption). All ingredients/excipients listed below will always be safe for human consumption.

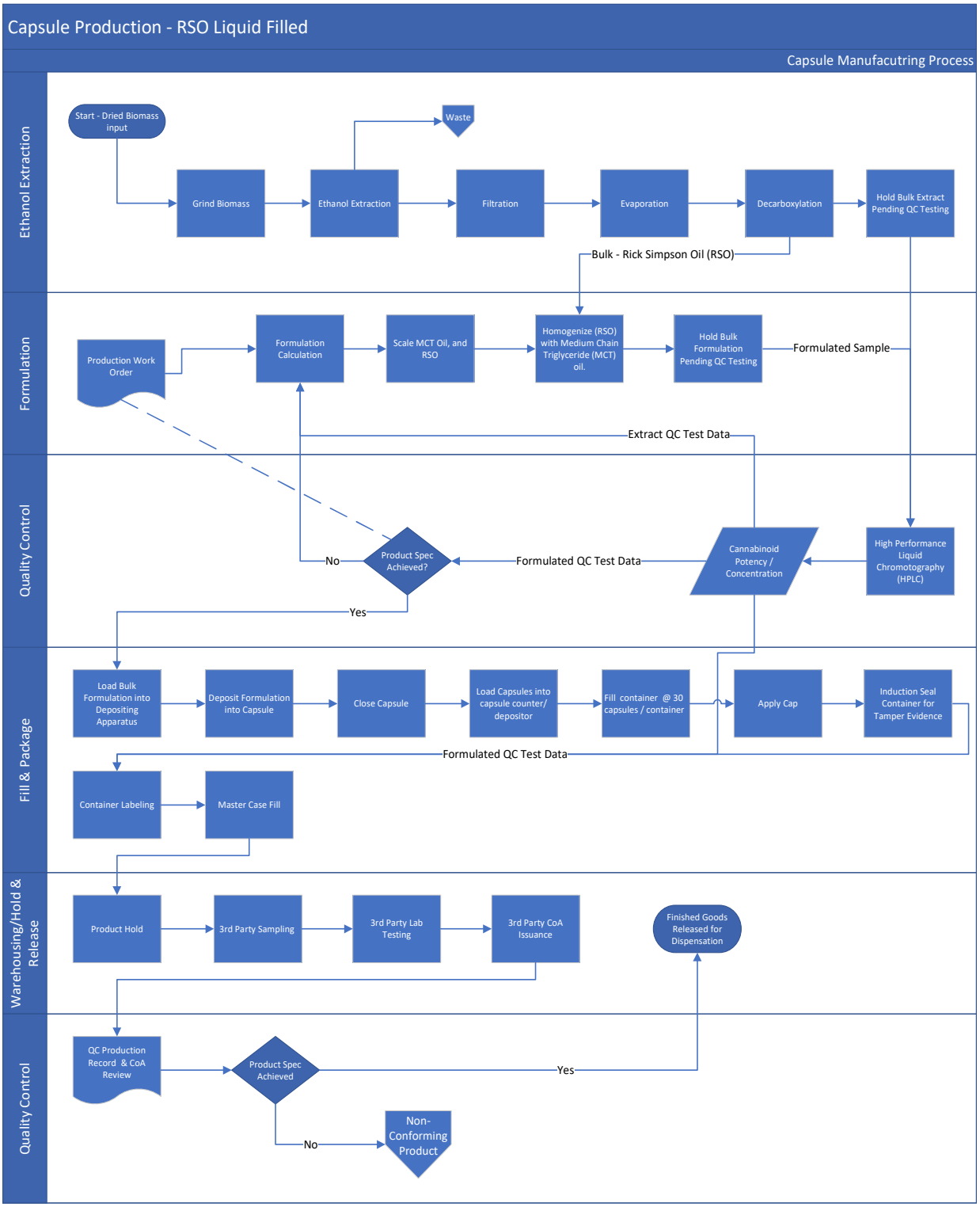
Product – RSO Liquid Filled Capsules			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Medium Chain Triglyceride (MCT) Oil	Excipient, cannabinoid diluent, viscosity modifier for depositing	65381-09-1
	Full Spectrum Cannabis Oil	Active ingredient	Not Applicable
	Capsule	Digestible delivery mechanism	
Product – Gelatinous Cubes – Balanced THC: CBD			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Organic Tapioca Syrup	Excipient, sweetener	9005-25-8
	Organic Cane Sugar	Excipient, sweetener	57-50-11-1
	Water	Excipient, solvent	Not Applicable
	Pectin	Excipient, gelling agent	9000-69-5
	THC Distillate	Active Ingredient	Not Applicable

	CBD Isolate	Active ingredient	Not Applicable
	Peach Flavors	Excipient, flavoring agent	To be determined
	Bitter Masking Agent	Excipient, reduce bitterness on palate from cannabis distillate	To be determined
	Citric Acid	Excipient, setting agent	77 -92 -9
	Sodium Citrate	Excipient, preservative	6132-04-3
	Carnauba Wax	Excipient, anti-caking agent	8015-86-9
Product – Gelatinous Cubes – Sleep THC: CBN			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Organic Tapioca Syrup	Excipient, sweetener	9005-25-8
	Organic Cane Sugar	Excipient, sweetener	57-50-11-1
	Water	Excipient, solvent	Not Applicable
	Pectin	Excipient, gelling agent	9000-69-5
	THC Distillate	Active Ingredient	Not Applicable
	CBN Isolate	Active ingredient	Not Applicable
	Peach Flavors	Excipient, flavoring agent	To be determined
	Bitter Masking Agent	Excipient, reduce bitterness on palate from cannabis distillate	To be determined
	Citric Acid	Excipient, setting agent	77 -92 -9
	Sodium Citrate	Excipient, preservative	6132-04-3
	Carnauba Wax	Excipient, anti-caking agent	8015-86-9

Product – Gelatinous Cubes – Pain THC: CBG			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Organic Tapioca Syrup	Excipient, sweetener	9005-25-8
	Organic Cane Sugar	Excipient, sweetener	57-50-11-1
	Water	Excipient, solvent	Not Applicable
	Pectin	Excipient, gelling agent	9000-69-5
	THC Distillate	Active Ingredient	Not Applicable
	CBG Isolate	Active ingredient	Not Applicable
	Peach Flavors	Excipient, flavoring agent	To be determined
	Bitter Masking Agent	Excipient, reduce bitterness on palate from cannabis distillate	To be determined
	Citric Acid	Excipient, setting agent	77 -92 -9
	Sodium Citrate	Excipient, preservative	6132-04-3
	Carnauba Wax	Excipient, anti-caking agent	8015-86-9
Product – Gelatinous Cubes – Full Spectrum			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Organic Tapioca Syrup	Excipient, sweetener	9005-25-8
	Organic Cane Sugar	Excipient, sweetener	57-50-11-1
	Water	Excipient, solvent	Not Applicable
	Pectin	Excipient, thickening agent	9000-69-5

	Full Spectrum Cannabis Oil (Sativa, Indica, or Hybrid)	Active Ingredient	Not Applicable
	Peach Flavoring	Excipient, flavoring agent	To be determined
	Bitter Masking Agent	Excipient, reduce bitterness on palate from cannabis extract.	To be determined
	Citric Acid	Excipient, setting agent	77 -92 -9
	Sodium Citrate	Excipient, preservative	6132-04-3
	Carnauba Wax	Excipient, anti-caking agent	8015-86-9
Product – Tincture THC Flavored			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Medium Chain Triglyceride (MCT) Oil	Excipient, cannabinoid diluent, viscosity modifier for depositing	65381-09-1
	Cannabis THC distillate	Active Ingredient	Not Applicable
	Peach flavoring (lipid soluble)	Flavoring	To be determined
Product – Tincture – THC: CBD Flavored			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Medium Chain Triglyceride (MCT) Oil	Excipient, cannabinoid diluent, viscosity modifier for depositing	65381-09-1
	Cannabis THC distillate	Active Ingredient	Not Applicable
	CBD Isolate	Active Ingredient	Not Applicable
	Peach flavoring (lipid soluble)	Flavoring	To be determined

Product – Balm - (aka - Emulsified Canna Body Butter)			
Composition	**Ingredient**	**Purpose**	**CAS Reference**
	Reverse Osmosis Water	Excipient, solvent	Not Applicable
	Shea Butter	Excipient, emollient	194043-92-0
	Avocado Oil	Excipient, emollient	8024-32-6
	Aloe Vera Concentrate	Excipient, botanical extract	85507-69-3
	Full Spectrum Cannabis Extract	Active Ingredient	Not Applicable
	CBG Isolate	Active Ingredient	Not Applicable
	Emulsifying Wax NF	Excipient, emulsifier	9005-67-8
	Glycerin	Excipient, humectant	56-81-5
	Cetearyl Alcohol	Excipient, thickener	67762-27-0
	Optiphen Plus	Excipient, preservative	122-99-6, 1117-86-8, 110-44-1
	Vitamin E oil	Excipient, antioxidant	10191-41-0
	Xanthan Gum	Excipient, stabilizer	11138-66-2
	Essential Oils (Lemongrass or Lavender)	Fragrance	Lemongrass: 8007-02-1 Lavender: 8000-28-0


Capsule Production - RSO Liquid Filled
Capsule Manufacutring Process
Ethanol Extraction
Start - Dried Biomass input
Waste
Grind Biomass
Ethanol Extraction
Filtration
Evaporation
Decarboxylation
Hold Bulk Extract Pending QC Testing
Bulk - Rick Simpson Oil (RSO)
Formulation
Production Work Order
Formulation Calculation
Scale MCT Oil, and RSO
Homogenize (RSO) with Medium Chain Triglyceride (MCT) oil.
Hold Bulk Formulation Pending QC Testing
Formulated Sample
Extract QC Test Data
Quality Control
Product Spec Achieved?
No
Formulated QC Test Data
Cannabinoid Potency / Concentration
High Performance Liquid Chromotography (HPLC)
Yes
Fill & Package
Load Bulk Formulation into Depositing Apparatus
Deposit Formulation into Capsule
Close Capsule
Load Capsules into capsule counter/ depositor
Fill container @ 30 capsules / container
Apply Cap
Induction Seal Container for Tamper Evidence
Formulated QC Test Data
Container Labeling
Master Case Fill
Warehousing/Hold & Release
Product Hold
3rd Party Sampling
3rd Party Lab Testing
3rd Party CoA Issuance
Finished Goods Released for Dispensation
Quality Control
QC Production Record & CoA Review
Product Spec Achieved
Yes
No
Non-Conforming Product

Tincture Production - Unflavored Tinctures THC and THC:CBD Ratio

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Tincture Production - Flavored Tinctures THC and THC:CBD Ratio

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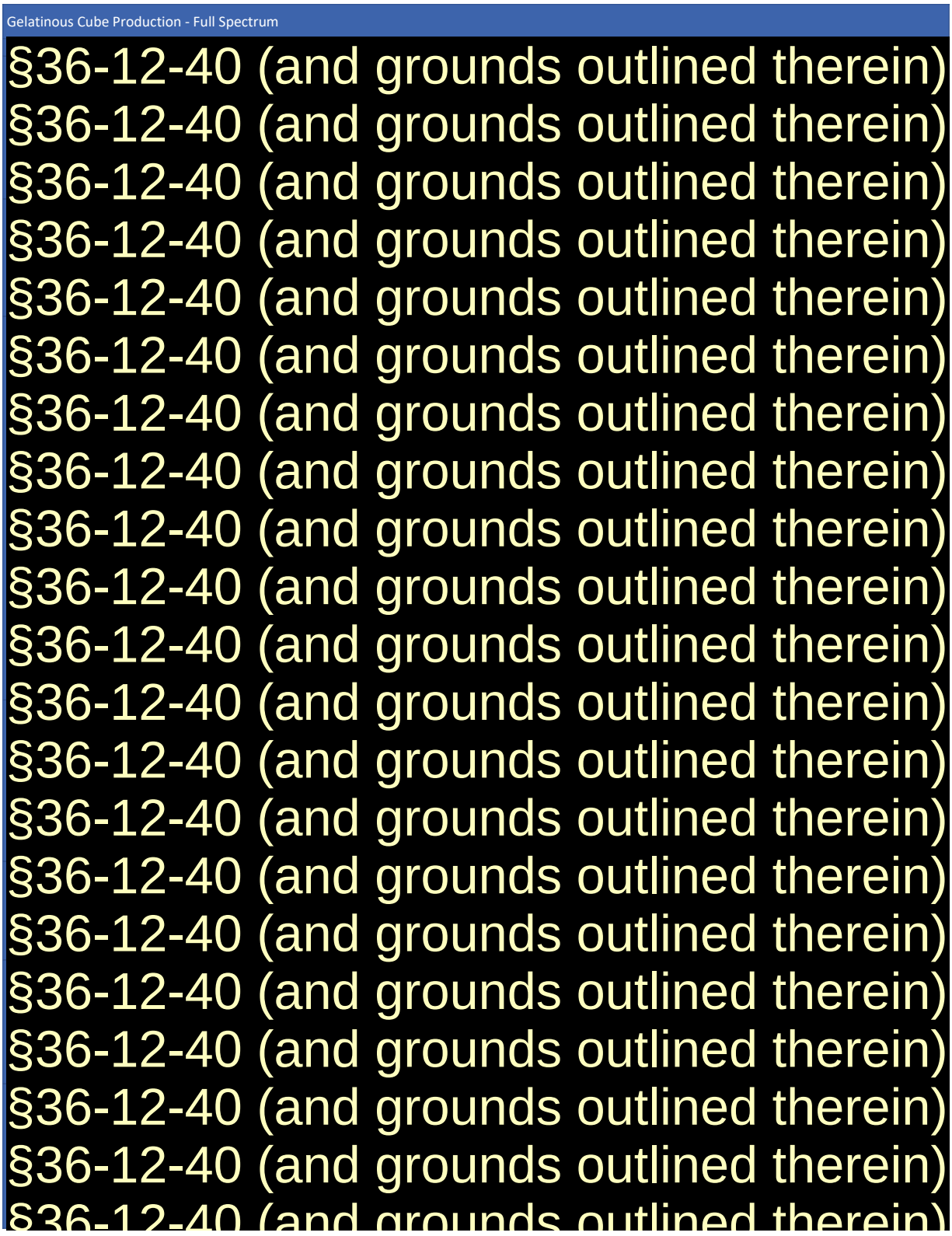
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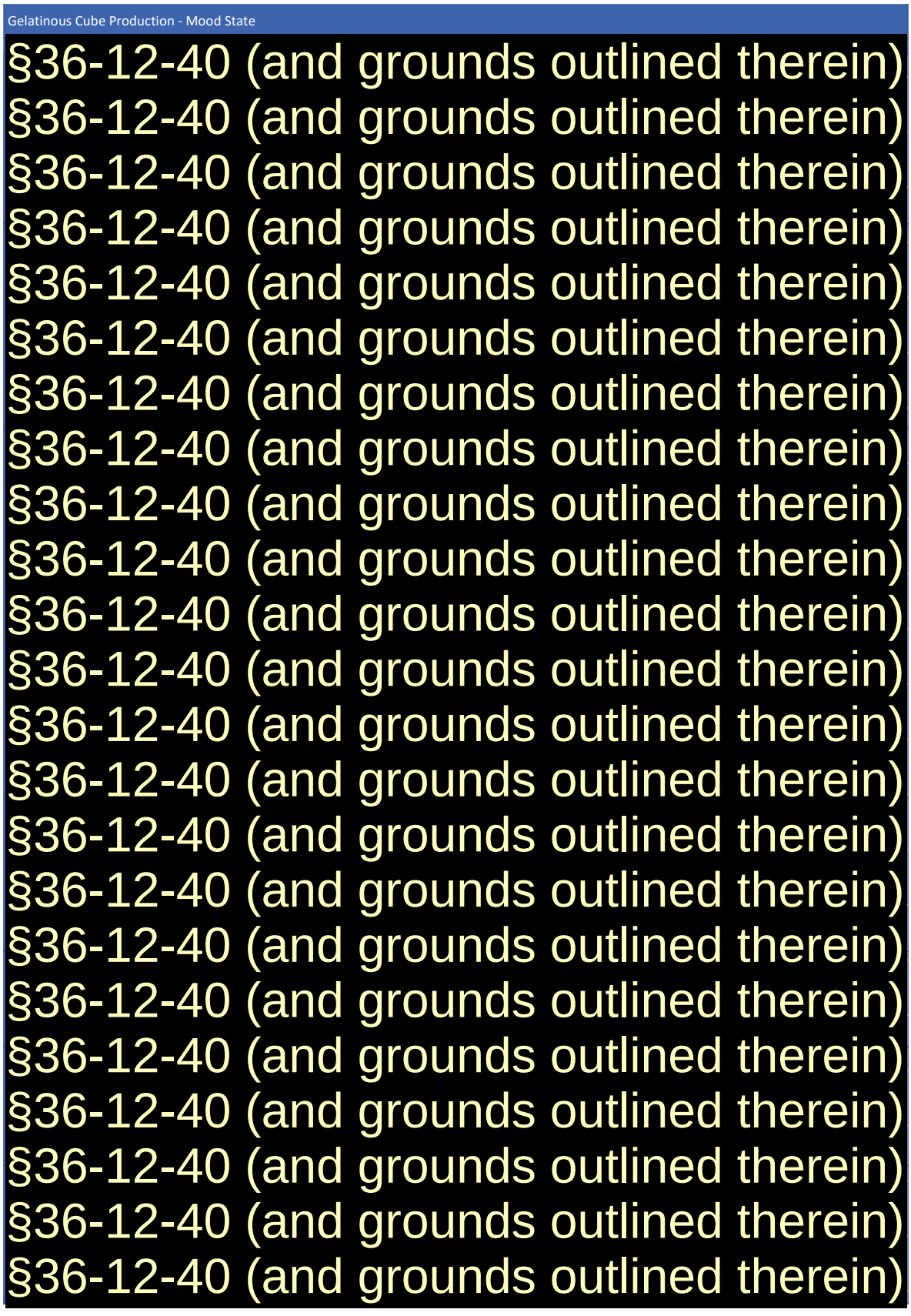
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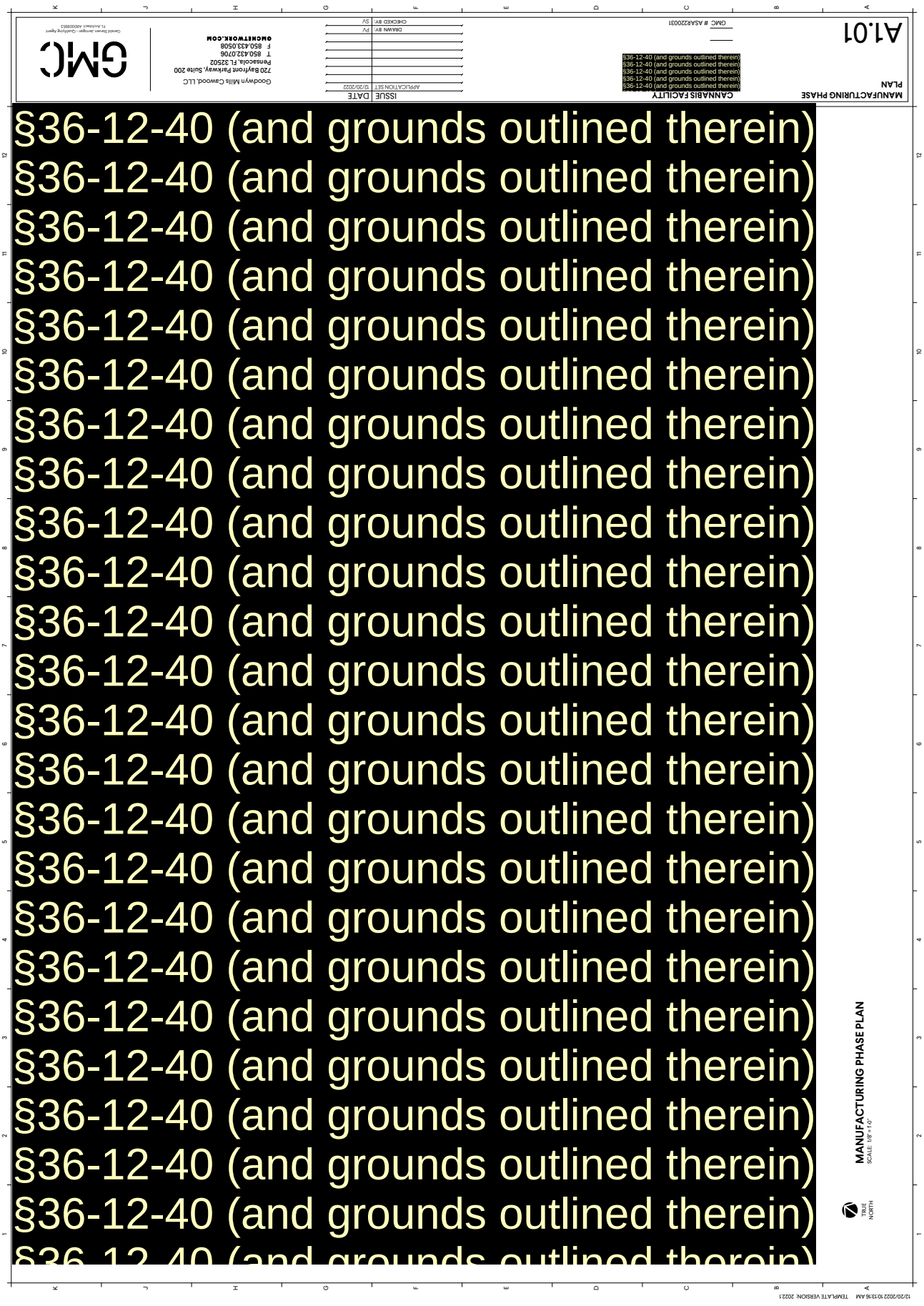
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GMC # ASAR220031
DRAWN BY: PV
CHECKED BY: SV
ISSUE DATE
APPLICATION SET 12/20/2022
Goodwyn Mills Cawood, LLC
720 Bayfront Parkway, Suite 200
Pensacola, FL 32502
T 850.433.0706
F 850.433.0508
GMCNETWORK.COM
GMC
MANUFACTURING PHASE PLAN
SCALE: 1/8" = 1'-0"
TRUE NORTH
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Exhibit 22 – Machinery and Equipment SUPPLEMENTAL

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.

Sterling F. Stoudenmire IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

22.1 – Sales contracts and receipts, lease agreements or other documentation demonstrating possessory interest in all machinery and equipment to be used in the cultivation and processing of medical cannabis

The Applicant has provided executed LOI's for purchase of major capital equipment items in Exhibit 22 – Machinery and Equipment.

22.2 – Specifications and operations manual of all machinery and equipment to be used in the cultivation and processing of medical cannabis

The Applicant has included the specifications and operations manuals for machinery and equipment to be used in the cultivation and processing of medical cannabis contained in this Supplemental File. The PDF of these items exceeds the 10MB limit for Exhibit docs and thus is submitted on Supplemental USB drive to the AMCC (Identified as "Exhibit 22 – Machinery and Equipment Supplemental"). The Table of Contents begins on the following page.

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AUTOMATED **FERTIGATION**

Choosing the right system

Fertigation is the process of delivering plants nutrients and water to produce a quality crop with higher yields. Employing an automated fertigation system can help growers make informed decisions that can significantly impact water and nutrient usage as well as contribute to reducing disease.

The methodology behind the technology is pretty straightforward. Sensors measure the moisture in the soil, if it gets too dry, the crop is automatically irrigated. Timely irrigation decisions translate into better nutrient management results. Most notable, the reduction of fertilizer leaching can lead to direct fertilizer savings as well as minimize the environmental footprint of runoff from herbicide, fungicide, and systematic pesticide applications. Also, for growers using controlled release fertilizers, there is great potential to monitor EC and determine how temperature and other environmental factors impact release rate (Burnett et al., 2014). As environmental regulations continue to get more strict, and consumer concern over the use of agrochemicals increase, adopting this type of technology allows growers to evolve their standard practices and benefit from the improved crop outcomes.

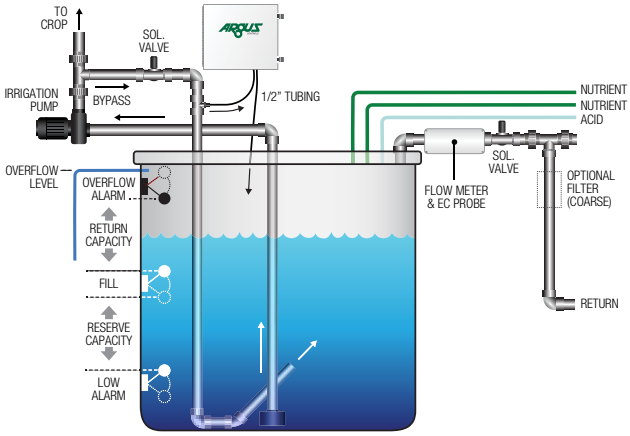
There are two common ways to supply fertilizers through an irrigation system for plant production: dilute tank control and in-line injection.

DILUTE TANK CONTROL: Batch Method

Using the dilute tank control method, fertilizers are premixed at the final feed strength concentration for the crop and stored in a tank or reservoir until used. This method is the simplest, safest and potentially most accurate way to achieve the final dilution strength. Dilute tank batches can be prepared by hand or the process can be fully automated. Since the mixing process is completely separate from distribution, the dilute solution can be removed from the tank at practically any flow rate without ever affecting the concentration accuracy. Additionally, the volume of ready-made feed solution acts as a safety reserve in case of problems with chemical or water supply.

An automated fertigation system can be integrated with the facility's environmental control system

Despite these positive features, dilute tanks are not as popular as in-line injection systems, particularly for larger operations. Large, costly storage tanks are required and each combination of fertilizer formulation and concentration requires its own tank. It is generally only practical to adjust the fertilizer strength and formulation when refilling a tank from empty. A re-pressurizing irrigation pump is also required to deliver the dilute solution to the irrigation system.



Dilute Tank Control dosing system

IN-LINE INJECTION: Continuous Methods

In-line injection equipment can range from simple mechanical injectors driven by water flow to fully automated nutrient control systems. Pressurized in-line systems preserve the

...cont'd on next page

Single-element nutrient dosing system

pressure and flow characteristics of the water supply system, eliminating the need for a re-pressurizing pump. In contrast, atmospheric injection systems blend the fertilizer and water in a non-pressurized tank and require a re-pressurizing pump.

In-line injection is generally more popular than dilute tank systems since it does not require large holding tanks and they offer more flexibility. With in-line systems, concentrated stock solutions are continuously injected into the water stream as irrigation events are underway. Mixing usually occurs in the downstream section of the irrigation pipe or in a small mixing section of the injector. Injection volumes are based on system flow rates, electrical conductivity (EC) sensor feedback or a combination of the two.

Some automated systems only manage the nutrient dosing equipment while other systems are capable of integrating irrigation scheduling with nutrient dosing activities.

When automated injection controls are used, it is possible to rapidly change the dilute solution concentration by adding more or less stock materials relative to the water flow. This is useful if the feed strength needs to be adjusted throughout the day to match growing conditions or if the feed recipes or nutrient concentration need to be changed for various crops. In some instances the actual fertilizer formulation can be changed by either switching to different sets of stock tanks or employing a 'single-element' dosing design where the individual fertilizer constituents are separated into several stock tanks. This enables an in-line injection system to operate in a multiplexing capacity, where the operator can simply 'dial-in' different feed recipes on the same irrigation system (although only one at a time).

In-line injection systems do have some weaknesses compared to dilute tank systems. Low buffer volumes and poor blending may result in dosing accuracy errors and poor final product uniformity. These problems can become more pronounced at low flow rates relative to the design flow rate. If, however, the system is well-designed, tuned and managed, prevention strategies within the software can counteract these issues. For example, the multi-feed injection system from Argus tracks EC and pH targets for each recipe to ensure accuracy and as a basis for automatic feed strength correction, alarm monitoring, and quality assurance. Rather than rely exclusively on typical deviation based closed loop control, Argus 'Feed Forward' software intelligence can achieve precision dosing at all design flow rates without any striping inaccuracies, settling times or feedback loop oscillations.

CONSIDERING AUTOMATED SYSTEMS

Whether you select dilute tank feeding or an in-line injection system there are a range of options for automating the nutrient dosing process. While automated dosing systems offer many management and productivity features, including reduced fertilizer and water runoff, and better crop quality, they do so at a higher cost and complexity.

Consider a Dilute Tank Control system when:

- The whole crop can be administered with a single feed solution.

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- The dilute feed composition and strength (EC) does not change often.
- The pH of water does not need frequent adjustment.

Consider an In-Line Injection system when:

- Irrigation scheduling and nutrient dosing are integrated.
- Supplying more than one nutrient formulation on the same irrigation system (different crop requirements).
- The ability is needed to vary the feeding strength (EC) without having to prepare new stock solutions.

AUTOMATED FERTIGATION

Some automated systems only manage the nutrient dosing equipment while other systems are capable of integrating irrigation scheduling with nutrient dosing activities. An automated fertigation system can be integrated with the facility's environmental control system where it can be monitored and managed from a centralized user interface along with all the other controlled processes within the grow operation.

Fertigation systems vary with each application and should be capable of adapting to the design and operation of the overall facility. This may include controls and monitoring for:

- Tank levels
- EC
- pH
- Acid/base dosing equipment
- Water temperature
- Soil moisture levels
- Leaching rates (overdrain)
- Nutrient dosing equipment
- Pump controls
- Irrigation zone valves
- Line purging
- Recirculation management
- Water treatment equipment (filters, pasteurizers, ozone, UV, etc.)

Argus A/B in-line injection system using two stock tanks

REFERENCES:

Burnett, S., Van Iersel, M., Ferrarezi, R. S., Kang, J. G. and Dove, S. (2014) Gain greater control of fertilizer with automated Fertigation. Available at: http://www.greenhousegrower.com/production/crop-inputs/gain-greater-control-of-fertilizer-with-automated-fertigation/ (Accessed: 1 December 2015).

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For more information, contact argus@arguscontrols.com

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arguscontrols.com

TOTAL FERTIGATION MANAGEMENT

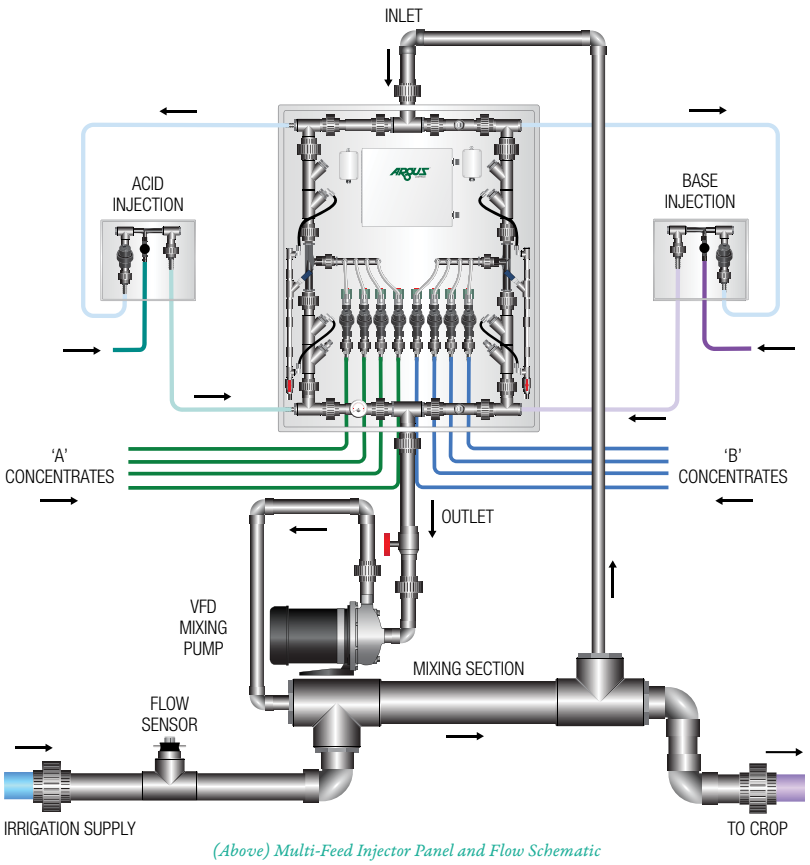
Designed to fit the way you manage your crops

Multi-Feed RM (rack mount) injectors are manufactured exclusively by Argus and feature some of the most advanced capabilities of any nutrient control device.

Depending on your requirements, a Multi-Feed system can provide anything from a single-tank formulation to many separate fertilizer recipes and feed strengths on the same irrigation system. Full single-element dosing options are available as well as standard A/B style stock tank applications. Programming and operations are managed seamlessly by the Argus fertigation management software.

KEY PRODUCT FEATURES

- Supports up to 64 recipes on a single irrigation system.
- Set target values in parts per million for each recipe element
- System locates the required elements, calculates the amounts to inject and automatically delivers each recipe 'on-the-fly'
- EC and pH targets for each recipe are tracked to ensure accuracy and provide a basis for automatic feed strength correction
- Precision dosing is achieved at all design flow rates.
- Simple venturi injectors are used to draw the fertilizer concentrates into the mixing line to achieve a desired concentration or recipe.
- Metering valves are used to provide precise amounts of concentrate for the current recipe and flow rate.



(Above) Multi-Feed Injector Panel and Flow Schematic

EASY TO INSTALL

- Drop-in units are ready for immediate use.
- Requires only in/out plumbing connections, a line voltage power connection, and a network connection to the Argus irrigation controller.

EASY TO OPERATE

- Feed-forward control intelligence for fast response and the highest dosing accuracy and safety.
- Custom configured to your specifications.
- **Fully supported by Argus.**

www.arguscontrols.com
Email: argus@arguscontrols.com Fax: 1-604-538-4728
Phone: 1-604-538-3531 US & Canada Toll Free: 1-800-667-2090

Management System Certified to ISO 9001

July 2017, Rev 1

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GABLE 7500

Conley's Gable Series 7500 Greenhouse – maximum strength, sophisticated design, highly customizable.

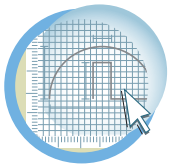
The Gable Series 7500 has become an industry standard and is equally at home as production house or a sophisticated retail structure.

Compatible with multiple covering options and ventilation designs, this greenhouse offers an ideal environment for just about any application.

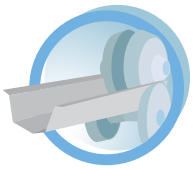
Main Features

- **Superior ROLL-FORM trusses and ROLL-FORM purlins ensure unmatched structural integrity**
- **Flush mounted purlin design**
- **Lapped and cantilevered gutters increase strength and efficiency**
- **Patented condensate removal system built right into truss and purlin design**
- **Heavy-duty column to truss connectors manufactured by Conley's meet stringent industry safety standards**
- **Aluminum end wall extrusion is incorporated to "Flash" roof and end wall coverings**
- **Truss and purlin design offers "I" beam technology for superior strength**
- **Components are shipped pre-punched and cut to length; simplifying the installation**
- **ROLL-FORM components nest one into the other during shipment, substantially reducing freight costs**

Anti-Condensate Control



Customization



ROLL-FORM

Cantilevered Gutter

Sizing

Widths: 18', 21', 24', 30', 35-6", 41'-6", 50'

Under Gutter **Heights:** 8', 10', 12', 14'

Loading

This structure is engineered to meet a standard 12 LB live load 85 mph wind or 30 LB ground snow 85 mph wind per the International Building Code (IBC). Alternative loadings are available upon request.

Consult with a Conley's greenhouse expert today to design your own Conley's Gable Series 7500 Structure | Call Toll Free 800-377-8441 | www.conleys.com

MONSTER INDUSTRIAL®

SHRED SERIES
Industrial Shredders

www.jwce.com

Monster Industrial shredders are designed for difficult grinding jobs. They are used to reduce the size of waste, shred solids to improve process performance and destroy materials.

JWC Environmental's SHRED series are high-efficiency, dual-shafted shredders. These shredders are perfect for wet and dry applications. They come in various sizes to fit any application whether large or small. Multiple cutter options are available for each SHRED model to optimize the shredding process as well as yield the desired finished particle size. They can be used to reduce the size of waste, grind down solids to improve process performance and destroy expired, obsolete and non-compliant materials.

1-SHRED and 1-SHRED-2

The 1-SHRED family of compact shredders is tough on solids. They fit into areas with limited space while providing the necessary power to cut through tough food waste, small bones, or even occasional silverware. The 1-SHRED with a 3 hp (2.2 kW) motor is an ideal, low-cost solution that fits perfectly into farms and agribusinesses, food and animal processing plants, hotels, casinos, restaurants, ships and various other smaller volume applications. The 1-SHRED-2 has a 5 hp (3.7 kW) motor for 39% more cutting force when additional power is needed.

3-SHRED and 3-SHRED-2

The 3-SHRED family easily conditions tough solids that typically cause problems for other rotating and rendering equipment. Some application examples include drill cuttings, fish/seafood waste, food waste and much more. The 3-SHRED-2, with its 10 hp (7.5 kW) motor and severe-duty seals, applies twice the cutting force of our standard 3-SHRED for tougher applications.

4-SHRED-2

The 4-SHRED-2 is designed for harsher and higher-volume solids reduction applications. Strong shafts and severe-duty seals allow for high-impact solids loading, shredding items down to size. These shredders have been proven in numerous applications including shredding for recycling, preconditioning of organics for waste-to-energy operations and destruction of off-specification and contraband products.

7-SHRED-2

The 7-SHRED-2 is JWC's largest and most powerful grinder with the strongest shafts and severe duty seals for operating in the most demanding environments. This solution can be customized for maximum torque to grind hard solids or maximum throughput to grind softer materials. With multiple motor and reducer options, the grinder can provide the appropriate torque or throughput needed for the application.

Before and After

Oranges

Metal cans

MONSTER INDUSTRIAL®

Features & Benefits

Dual-shafted shredder

- Low-speed, high-torque shredders handle rocks, wood, bone and other tough materials
- Shreds a wider variety of solids compared to single-shafted machines and macerators
- Mechanical seal cartridges designed for an industrial shock load and wet or dry operation[1]
- Requires less maintenance than other technologies

Compact and efficient design

- Adapts to many applications with little or no modification
- Custom hoppers and stands allow easy installation in processing facilities
- Integrated steel scrapers increase throughput and help cutters clean out faster
- Right-angle drive configurations available to minimize shredder footprint

Hardened steel cutters

- Exclusive cutters manufactured from forged alloy steel or stainless steel
- Available in various thicknesses and tooth combinations to optimize particle output
- Can reduce solids to 1/2" (12 mm) or smaller particle size[2]

Automated monitoring and controls

- Load-sensing and reversal mechanism reduce interrupts and optimizes the shredder's performance
- Rotary disconnect with lock-out, emergency stop (e-stop) on panel and remote e-stop electrical connection for customer mounting

Torque overload fail-safe protection[3]

- Mechanical torque-limiting device decouples shaft from motor when torque exceeds specified limit to protect shaft from potential breakage
- Available as optional quick and easy resettable detent coupling[3]

Fits any application

- Wide range of shredder sizes to handle any application
- Multiple motor and reducer options to optimize performance
- Many cutter options to yield desired particle size

Complimentary grind test services

- Conducted at JWC's onsite state-of-the-art Grind Test Facility
- Check particle size and determine volume reduction capability
- Receive a detailed written report and video to ensure desired outcome

1. 1-SHRED and 3-SHRED utilize industrial mechanical seals. 3-SHRED-2, 4-SHRED-2 and 7-SHRED utilize severe-duty mechanical seals.
2. Particle size is dependent on feedstock and cutter configuration.
3. Only available on 3-SHRED-2, 4-SHRED-2 and 7-SHRED-2.

SHRED with right-angle drive

Custom stand and hopper

Optional resettable detent coupling

JWC Grind Test Facility

Sports balls

Plant root balls

Monster Industrial | **800.331.2277** | **jwce.com** | **jwce@jwce.com**

JWC Environmental®
A Sulzer Brand

SHRED Models

Shown with optional enclosed stand

Materials of Construction

Cutters, Spacers and Scrapers: Hardened alloy steel standard

Shafts: Hardened alloy steel

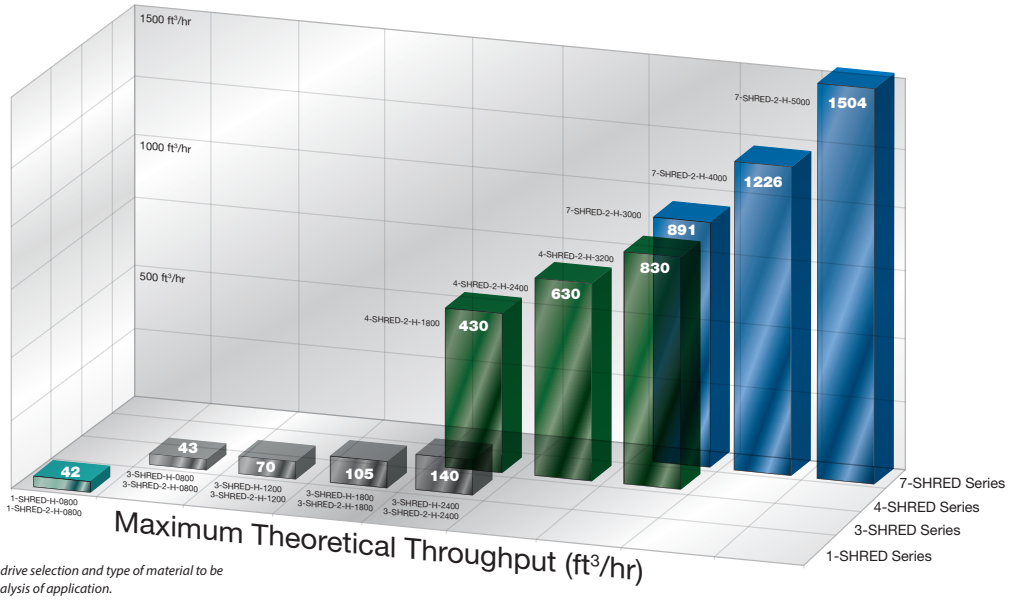
Grinder Body: Cast ductile iron standard

Mechanical Seals: Tungsten carbide faces

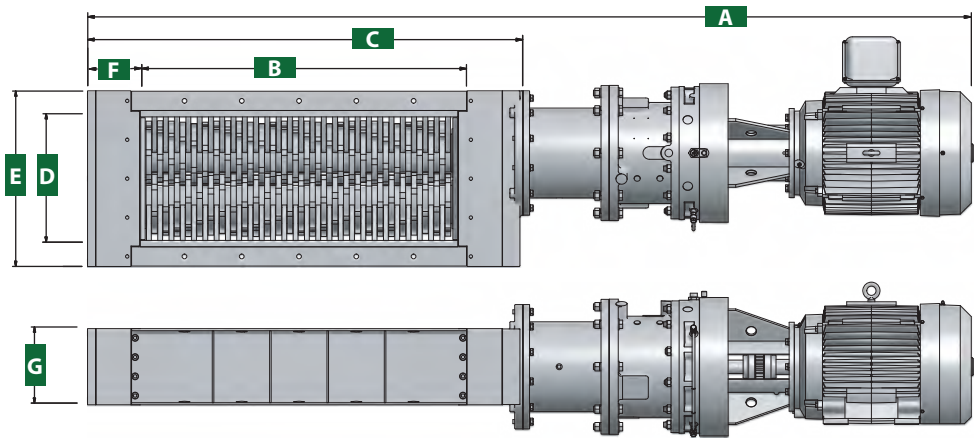
Hoppers and Stands: Stainless steel or alloy steel

SHRED Model	Cutter Diameter - inches (mm)	Shaft Hex Size - inches (mm)	Seal Type	Motor Options [1] - hp (kW)	Reducer Options [1, 2]	Torque Overload Protection
1-SHRED	4-3/4" (120 mm)	2" (50 mm)	Industrial mechanical seal cartridge	3 hp (2.2 kW)	29:1	Not available
1-SHRED-2	4-3/4" (120 mm)	2" (50 mm)	Severe-duty mechanical seal cartridge	5 hp (4 kW)	29:1	Not available
3-SHRED	4-3/4" (120 mm)	2" (50 mm)	Industrial mechanical seal cartridge	5 hp (4 kW)	29:1	Not available
3-SHRED-2	4-3/4" (120 mm)	2" (50 mm)	Severe-duty mechanical seal cartridge	10 hp (7.5 kW)	29:1	Detent coupling optional
4-SHRED-2	7-1/2" (191 mm)	2-1/2" (64 mm)	Severe-duty mechanical seal cartridge	15 hp (11 kW)	43:1	Detent coupling optional
				25 hp (18.5 kW)	29:1	
				40 hp (30 kW)	17:1	
7-SHRED-2	10" (254 mm)	4" (102 mm)	Severe-duty mechanical seal cartridge	30 hp (22 kW)	87:1	Detent coupling optional
				60 hp (45 kW)	59:1	
				75 hp (55 kW)	43:1	
				100 hp (75 kW)	29:1	

1. List of common motor and reducer combinations. Please consult factory for other combinations.
2. Reducer ratios are for 60 Hz power. Please consult factory for reducer ratios for 50 Hz power.



Note: Actual throughput depends on drive selection and type of material to be shredded. Consult factory for final analysis of application.



SHRED Model	Theoretical Throughput - ft³/hr (m³/hr) [1]	Full Load Torque - lb-ft (N-m)	Standard Dimensions - inches (mm) A	B	C	D	E	F	G	Approximate Net Weight - lbs (kg) [7]
1-SHRED-H-0800 [2]	38 (1.1)	254 (344)	44-1/8 (1120)	7-1/4 (185)	18-3/4 (476)	8-3/4 (222)	12 (305)	4-1/2 (114)	8-1/4 (210)	398 (181)
1-SHRED-2-H-0800 [3]	39 (1.1)	423 (574)	44-5/8 (1133)	7-1/4 (185)	18-3/4 (476)	8-3/4 (222)	12 (305)	4-1/2 (114)	8-1/4 (210)	418 (190)
3-SHRED-H-0800 [3]	40 (1.1)	423 (574)	48-5/8 (1235)	8 (203)	20-1/2 (521)	8-3/4 (222)	12 (305)	6-3/8 (162)	7 (178)	445 (202)
3-SHRED-H-1200 [3]	66 (1.9)	423 (574)	53 (1346)	12 (305)	24-7/8 (632)	8-3/4 (222)	12 (305)	6-3/8 (162)	7 (178)	464 (210)
3-SHRED-H-1800 [3]	98 (2.8)	423 (574)	59 (1499)	18 (457)	30-7/8 (784)	8-3/4 (222)	12 (305)	6-3/8 (162)	7 (178)	525 (238)
3-SHRED-H-2400 [3]	131 (3.7)	423 (574)	65-1/8 (1654)	24 (609)	36-5/8 (932)	8-3/4 (222)	12 (305)	6-3/8 (162)	7 (178)	581 (264)
3-SHRED-2-H-0800 [4]	43 (1.2)	846 (1147)	57-9/16 (1462)	6-3/4 (171)	20-1/4 (514)	8-11/16 (221)	12 (305)	6-3/4 (171)	7 (178)	588 (267)
3-SHRED-2-H-1200 [4]	70 (2.0)	846 (1147)	59-15/16 (1522)	10-7/8 (276)	22-5/8 (575)	8-11/16 (221)	12 (305)	6-3/4 (171)	7 (178)	607 (275)
3-SHRED-2-H-1800 [4]	108 (3.1)	846 (1147)	65-15/16 (1674)	16-7/8 (429)	28-5/8 (727)	8-11/16 (221)	12 (305)	6-3/4 (171)	7 (178)	668 (303)
3-SHRED-2-H-2400 [4]	141 (4.0)	846 (1147)	71-9/16 (1817)	21-1/8 (537)	34-1/4 (870)	8-11/16 (221)	12 (305)	6-3/4 (171)	7 (178)	724 (328)
4-SHRED-2-H-1800 [5]	197 (5.6)	1882 (2551)	79-1/32 (2007)	15-9/16 (396)	30-7/8 (784)	14-15/16 (379)	19-3/8 (492)	7-9/16 (193)	11 (279)	1600 (726)
4-SHRED-2-H-2400 [5]	284 (8.0)	1882 (2551)	86-5/32 (2188)	22-11/16 (576)	38 (965)	14-15/16 (379)	19-3/8 (492)	7-9/16 (193)	11 (279)	1784 (809)
4-SHRED-2-H-3200 [5]	393 (11.1)	1882 (2551)	93-19/32 (2377)	30-3/16 (767)	45-7/16 (1154)	14-15/16 (379)	19-3/8 (492)	7-9/16 (193)	11 (279)	1987 (901)
7-SHRED-2-H-3000 [6]	282 (8.0)	7615 (10,325)	112-1/8 (2848)	28-5/8 (727)	48-1/2 (1232)	21 (533)	27-3/8 (695)	9 (229)	11-7/8 (302)	4345 (1971)
7-SHRED-2-H-4000 [6]	387 (11.0)	7615 (10,325)	122-11/16 (3117)	39-3/16 (995)	59-1/16 (1500)	21 (533)	27-3/8 (695)	9 (229)	11-7/8 (302)	4787 (2171)
7-SHRED-2-H-5000 [6]	475 (13.5)	7615 (10,325)	131-1/2 (3340)	48 (1219)	67-7/8 (1723)	21 (533)	27-3/8 (695)	9 (229)	11-7/8 (302)	5231 (2373)

1. Theoretical throughput with 7-tooth cutter. Actual throughput depends on the type of material to be shredded. Consult factory for final analysis of application.
2. Drive dimensions (max) and performance are based on a unit with a TEFC 3 hp (2.2 kW), 29:1 gear reduction ratio drive assembly.
3. Drive dimensions (max) and performance are based on a unit with a TEFC 5 hp (3.7 kW), 29:1 gear reduction ratio drive assembly.
4. Drive dimensions (max) and performance are based on a unit with a TEFC 10 hp (7.5 kW), 29:1 gear reduction ratio drive assembly.
5. Drive dimensions (max) and performance are based on a unit with a Severe-duty TEFC 15 hp (11.2 kW), 43:1 gear reduction ratio drive assembly.
6. Drive dimensions (max) and performance are based on a unit with a Severe-duty TEFC 30 hp (22.3 kW), 87:1 gear reduction ratio drive assembly.
7. Weight includes grinder and motor assembly only.

3-SHRED

4-SHRED

1-SHRED-H
1-SHRED-2-H

3-SHRED-H
3-SHRED-2-H

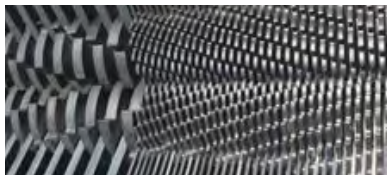
4-SHRED-2-H

7-SHRED-2-H

SHRED Models

Cutters

- Through-hardened alloy steel standard
- Stainless steel available on select cutters
- Integrated steel scrapers to improve performance
- Split cutter stack configuration available on units 18" (457 mm) and longer. Two different cutter styles in a single stack produce two different particle sizes with single unit.



Split cutter stack

	Description [1]	Characteristics
	3-tooth	Self-metering; very coarse shred
	7-tooth	Aggressive, general-purpose cutter; coarse shred
	11-tooth	General-purpose cutter; yields medium particle size
	13-tooth	Thin cutter for fine particle size
	17-tooth	Even feed; relatively fine shred
	23-tooth	Very thin cutter for smallest particle size

1. Cutter thickness varies depending on model. Not all cutter configurations are available on all models.

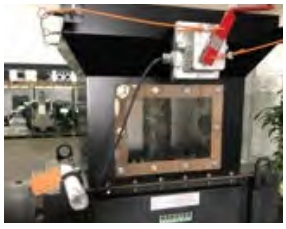
Hoppers & Stands

- Custom-made to fit application
- Optional integrated safety features
  - Open hoppers with safety pull cord
  - Enclosed hoppers with labyrinth design
  - Polycarbonate viewing windows in hopper
  - Discharge chutes
- Stands with optional controller mount
- Available in carbon steel, AISI 304 stainless steel or AISI 316 stainless steel

Custom hopper and stand with mounted controller

4-SHRED-H with custom hopper and discharge chute

Custom hopper and stand with mounted controller



Custom hopper with viewing window and safety pull cord

Drives

Electric motor options

- TEFC: Totally enclosed fan-cooled electric
  - 1-SHRED and 1-SHRED-2
  - 3-SHRED and 3-SHRED-2
- Severe-duty TEFC: Severe-duty totally enclosed fan-cooled electric
  - 4-SHRED-2
  - 7-SHRED-2
- XPFC: Explosion-proof fan-cooled electric
  - 1-SHRED and 1-SHRED-2
  - 3-SHRED and 3-SHRED-2
  - 4-SHRED-2
  - 7-SHRED-2
- Washdown
  - 3-SHRED and 3-SHRED-2
  - 4-SHRED-2 at select power
- Optional right-angle motor configurations available with select motors

Standard electric motor

Hydraulic power pack options

- Available for 3-SHRED 15 hp (11 kW)

Optional hydraulic motor with or without a hydraulic power pack

PLC Machine Controllers

- Load-sensing control system automatically reverses to clear jams
- NEMA-4X FRP enclosure with 3-position switch, status indicators, jog/reverse button, e-stop on enclosure face, remote e-stop electrical connection for customer mounting, disconnect and short circuit protection standard with 1-SHRED, 1-SHRED-2, 3-SHRED, 3-SHRED-2, and 4-SHRED-2
- Stainless steel enclosure with operator interface terminal (OIT) for remote troubleshooting, e-stop, disconnect and short circuit protection standard with 7-SHRED-2
- Custom controller options and housings available
- UL registered

Model PC2220DS standard enclosure

SHRED Applications Include:

Oil and Gas

- Drilling mud recycling
- Tank bottom cleaning

Food and Beverage

- Particle size reduction
- Waste volume reduction
- Food grinding
- Spoiled food destruction

Office Buildings / Hospitality

- Organic waste size reduction for zero waste programs
- Contraband destruction
- Waste destruction

Chemical / Fine Chemical

- Product reclamation
- Wastewater processing

Renewable Energy

- Biodiesel processing
- Precondition feedstock for waste-to energy
- Grease receiving processing
- Sludge processing

Agriculture

- Biogas digester
- Waste-to-energy
- Seed destruction
- Agriculture waste-volume reduction
- Precondition hemp to optimize extraction process

Marine / Maritime

- Fish waste grinding
- Solid waste volume reduction
- MARPOL onboard food waste disposal

Manufacturing

- Destruction of nonconforming products
- Zero waste / recycling

Since its founding in 1973, JWC Environmental has become a world leader in solids reduction and removal systems. For municipal wastewater collections, headworks and bio-solids operations we offer our legendary Muffin Monster grinders and Monster Separation Screening systems to solve unique processing situations.

JWC Environmental also supports commercial and industrial applications with our Monster Industrial, and IPEC products. We are ready to take on challenging size reduction problems in industrial processes as well as help customers run efficient and compliant industrial wastewater treatment operations.

JWC Environmental is headquartered in Santa Ana, California, and has a global network of representatives, distributors and regional service centers to provide customer support. For more information, visit us at www.jwce.com.

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Muffin Monster® MONSTER INDUSTRIAL IPEC®

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(MI-NAShred-8 -PG-JWCE-0122)

Mother Bucker
Model: MB1
Operator's Manual

Please read the operator's manual and all included warnings carefully and make sure you fully understand the instructions before using the machine

181213

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WARNING

The operation, servicing and cleaning of the Mother Bucker by MUNCH Machine is hazardous and could cause severe injuries or worse. These machines are solely intended to be used for the harvesting and processing of cannabis and no other purpose. Do not operate, service or clean these machines without proper training, reading the instructions and fully understanding all aspects of these activities on these machines and fully knowing the risks involved. Your failure to abide these warnings is negligence on your part. As warned, you **assume all risks** associated with the lack of proper use, in any manner, of the Mother Bucker by Munch Machine.

- **WARNING** – This product is a piece of power equipment that if used in ways other than described by this instruction manual can result in operator injury or even death
- **WARNING** – All users need to fully read this instruction manual and familiarize themselves with the machine before operation
- **WARNING** – Keep all shields, guards and safety devices installed and in proper working order at all times.
- **WARNING** – Keep all hands, feet and clothing away from power driven parts.
- **WARNING –** This machine is capable of pulling body parts, hair, clothing, gloves, etc. into the feed holes of the installed Die Plate. Use extreme caution to prevent unintended items from entering the feed holes of installed Die Plates.
- **WARNING** – Unexpected energization or startup of the equipment is controlled by unplugging the equipment from the energy source; the plug must be under the exclusive control of the employee performing the servicing or maintenance.

Introduction

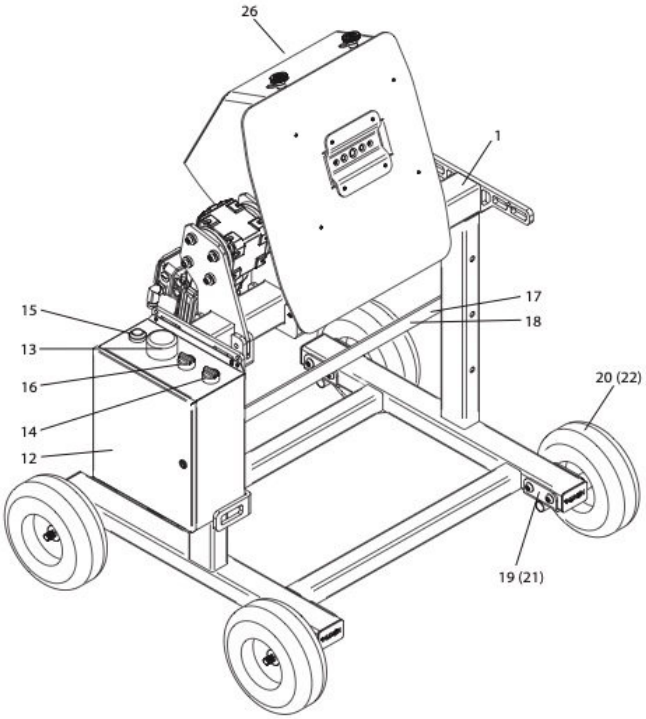
Thank you for your purchase of the Mother Bucker built by MUNCH Machine. Welcome to the best bucking team around! Our products are designed around years of real-world use and optimized for maximum reliability and durability. Every product we bring to market is designed, tested and manufactured 100% in the USA.

The Mother Bucker introduced mechanized bucking to the cannabis industry, and remains the most powerful and reliable harvester on the market. We strive to take a different approach when building equipment for the cannabis industry. Our goals are to put the customer first when it comes to both sales and service. We maintain a close relationship with farmers to be sure we are offering the best products to improve efficiency and lower production costs.

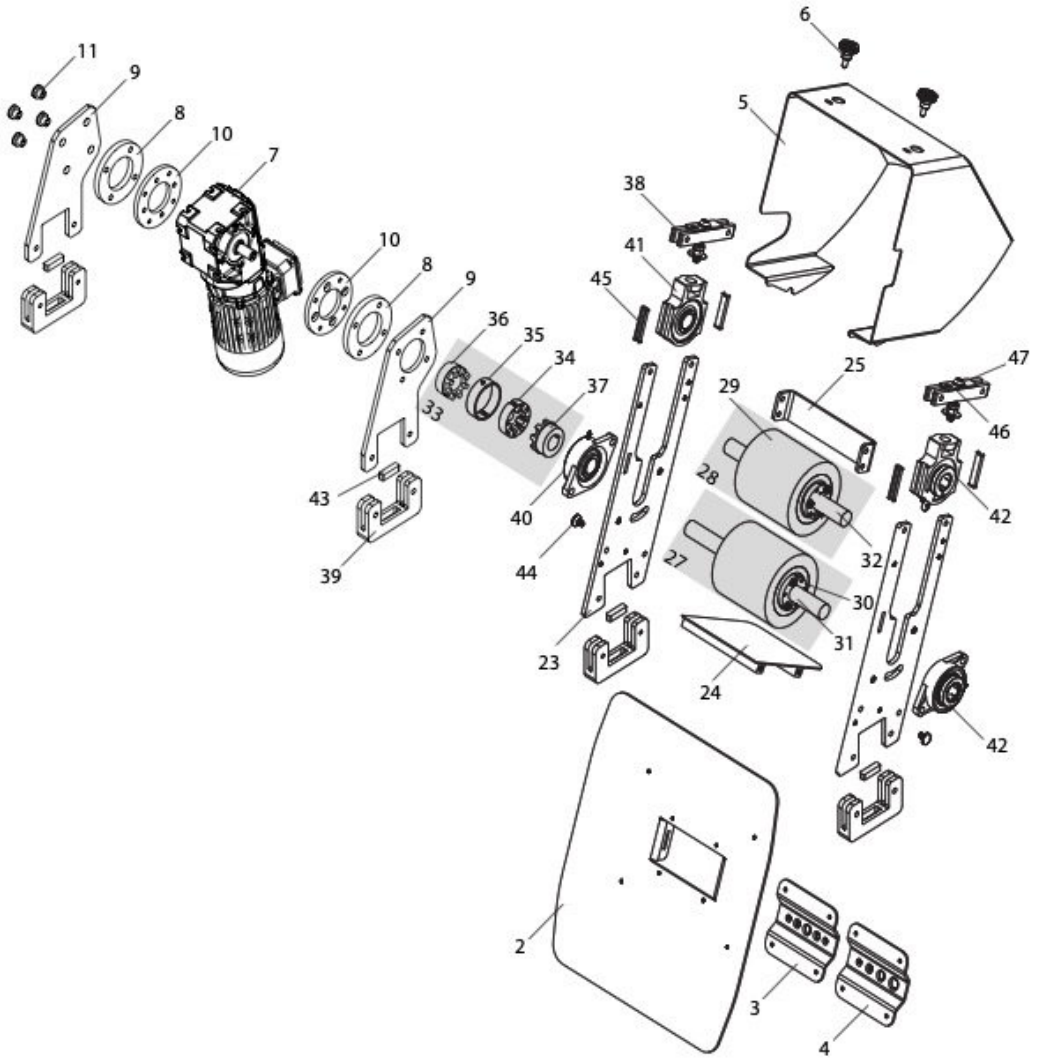
Our parent company Dauenhauer Manufacturing has roots that go back 75+ years as pioneers of the first mechanical hops harvesting equipment. Dauenhauer continues to sell and service some of the top producers in the hops industry. We are proud of this heritage and committed to carrying this tradition forward with MUNCH Machine.

All persons operating this machine need to fully read this instruction manual and familiarize themselves with the machine before operation.

Machine overview



1. Frame
2. Face Plate SS
3. Die Plate - Rounds 5 hole
4. Die Plate - Rounds 4 hole
5. Hood
6. Thumb screw Oct
7. Motor
8. Motor Spacer
9. Motor Mount Plate
10. Lenze Adapter
11. Motor Mount Bushings
12. Enclosure
13. Emergency Stop Button
14. Power Selector Switch (FWD, OFF, REV
15. Indicator Light
16. Speed Dial
17. Divider Strap
18. Cam Strap
19. Wheel Mount Bracket
20. Tires
21. Caster Mount Bracket
22. Casters
23. Side Plate
24. Lower Cross Plate
25. Upper Cross Plate
26. Bucker Head
27. Drive Roller
28. Follow Roller
29. Roller Rubber
30. QD Bushing
31. Drive Shaft
32. Follow Shaft
33. Shaft Coupler
34. Flex Element
35. Nylon Cover
36. 5R Coupler .75”
37. 5R Coupler 1.25”
38. Force Cap
39. Head Mount Bracket
40. Flange Bearing
41. Take Up Bearing
42. Bearing Collars
43. Pressure Pad
44. Hood Mount Peg
45. Take Up Bushing
46. Hood Bumper
47. Roller tension Bolts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Operator Safety

Training

Operators must be properly trained in the correct use of this machine before taking part in any operation. It is up to the facility to determine guidelines based on these instructions for use. It I sup to the organizations management structure to implement training programs, written procedures, and supervision that are compliant to local regulations.

Operation

- **WARNING** – This product is a piece of power equipment that if used in ways other than described by this instruction manual can result in operator injury or even death.
- **WARNING** – Keep all shields, guards and safety devices installed and in proper working order at all times**.**
- **WARNING** – Keep all hands, feet and clothing away from power driven parts**.**
- **WARNING** –This machine is capable of pulling body parts, hair, clothing, gloves, etc. into the feed holes of the installed Die Plate. Use extreme caution to prevent unintended items from entering the feed holes of installed Die Plates.

All persons operating this machine need to fully read this instruction manual and familiarize themselves with the machine before operation. The machine is built to have 1-2 operators standing at the front the machine feeding material through the die plate.

Machine Controls

Control Panel (Exterior)

Power Selector Switch OFF / FWD / REV
Mode selection switch allowing the user to turn the machine on (FWD), turn the machine OFF and to reverse (REV) the machine to clear any blockage.

Variable speed control
Adjusts the Roller revolutions per minute to allow the user to balance throughput and quality. Select faster roller speed to process flower more quickly, particularly when processing “wet” flower straight from the plant. Select slower roller speed for a higher quality result, particularly when processing previously dried flower.

Emergency Stop Button
Emergency shut off of the motor in the case of any incident or emergency.

Indicator Light
Indicates if the machine is powered ON. Due to low noise output of the machine, it can be difficult to determine if the machine is in operation without the indicator light.

Control Panel (Interior)

The control panel is designed to remain closed and locked at all times while the machine is running or connected to power. In the case that you need to open the control panel, please ensure that you take the utmost care to prevent dust or debris from entering.

- **WARNING** – High voltage – disconnect power before opening the Control Panel. Failure to do so can result in operator injury or even death. Troubleshooting may require the panel to be open while connected to power. This process should only be performed by qualified personnel.

VFD

The VFD Contained within the Control Panel comes updated with the latest software for the machine.

Circuit Breaker

A Circuit Breaker is contained within the control unit. If for any reason your machine becomes unresponsive, unplug the machine power, open up the side panel and check to be sure your circuit breaker has not been tripped. If this breaker continues to trip please contact Munch Machine Customer service team immediately as it may indicate a larger problem.

- 120V Models – 15amp breaker
- 230V Models – 10amp breaker

Roller Tension System

The rollers are one of the most essential elements of the entire system. Proper maintenance and care are needed to keep them in optimal condition.
IMPORTANT: Remove roller tension when the machine is not in use to avoid developing a flat spot in the rollers, which degrades machine performance. Apply tension prior to bucking as shown below, and remove roller tension after use.

Applying Roller Tension
Using the provided 5/16” hex key, tighten the two bolts located on top of the hood until fully seated with lock washers pressed flat.

Removing Roller Tension
Using the provided 5/16” hex key, loosen the two bolts located on top of the hood. These bolts will only back out ~5 full rotations. Once you feel the bolt provide resistance stop loosening. These bolts will not be loosened to the point of removal.

- **ATTENTION** – Do not make any adjustments to the tensioning system of the machine, the tension has been preset and will not need adjustment unless otherwise directed by MUNCH Machine.

Hood

The hood of this machine is designed to protect the user from moving internal parts of the machine, while allowing access for cleaning and maintenance. The hood must be installed and secured properly before any operation.

- **WARNING** – Keep all shields, guards and safety devices installed and in proper working order at all times**.**

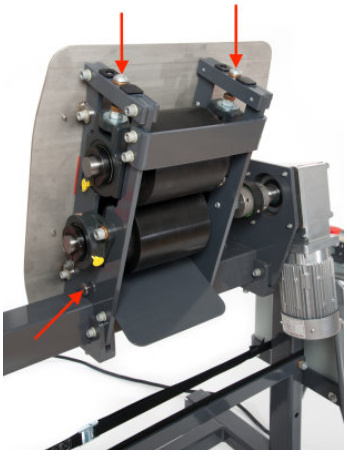
Hood Removal

Unplug the machine. Approach from the back side and locate the two thumb screws on the top of the hood. Also locate and note the position of the hood mount pegs, located on the lower left and lower right sides of the hood. Loosen and fully remove the two thumb screws one at a time while supporting the hood with the opposite hand.

- **CAUTION** – Supporting the hood with one hand while removing the thumb screws is crucial to prevent dropping the hood and possibly causing injury.

While still supporting the hood, place one hand on each left and right side of the hood using the lower edge for additional support, lift upwards on the hood while shifting it towards your body (away from the machine) to allow the hood to clear the two hood mount pegs.

Hood Installation



Unplug the machine. Approach the machine from the back side and locate the two hood mount pegs on the lower left and lower right sides of the bucking head side plates. Also locate the two roller tension bolts located on top of the force cap.

Lift the hood keeping the 4 holes upwards and away from your body, the curvature on the back of the hood should be the closest point to your body. Tilting the top edge of the hood slightly forward, align the Roller Tension Bolts with the top 2 holes on the Hood but do not set the hood down on the Force Cap. Leave about 1 inch of gap between the Hood and Force Cap as you slowly pivot the bottom of the hood downwards to the point where the notches on the hood and the hood mount pegs are centered on each other. Lower the hood so that it makes contact with the pressure plate. The two bolts should easily pass through the 2 larger holes on top of the hood, and the notches should seat on the hood mount pegs tight against the bucking head side plate on both the left and right side.

- **CAUTION** – Supporting the hood with one hand while installing the thumb screws is critical to prevent dropping the hood and possibly causing injury.

Locate the 2 unused smaller holes on top of the hood, align them with the threaded holes in the force caps, install the two thumb screws, and firmly tighten. Do not force the thumb screws - ensure that threads are aligned properly before tightening. If you feel any resistance, unscrew and restart. The thumb screws come pre-treated with food-grade anti seize, which may need to be reapplied over time.

Direct Contact Surfaces

The food-grade stainless steel Faceplate and Die Plate are designed to be the only machine surfaces in contact with product and are compatible with a cGMP compliant workflow. Daily cleaning of these plates with the proper cleaning products (See Cleaning) will reduce the potential for contamination of your product.

Face Plate

- **WARNING** – Operation of the machine without the face plate, or with the face plate improperly secured, will result in serious injury and possibly death

The face plate has eight ¼ - 20 holes threaded into it. Four of these holes have a button head bolt installed and serve as a placeholder for accessory options. The other four holes closest to the center cutout are for Die Plate installation.

Die Plate

- **WARNING** – Operation of the machine without the die plate or without the die plate being properly secured will result in serious injury and possibly death

To accommodate various uses of the machine, the machine has been designed to have interchangeable die plates that are attached to the faceplate of the machine via four ¼ - 20 X 7/16” stainless steel button head bolts.

5 Hole Die Plate (Installed)
Developed for use with smaller plants, this plate allows for two operators to feed material into the machine simultaneously. This configuration has 5 holes with diameters of 0.3” (7.7mm), 0.45” (11.5mm), and 0.6” (15.2mm).

4 Hole Die Plate (Included)
Developed for use with larger plants, this configuration has four holes with diameters of 0.3” (7.7mm), 0.45” (11.5mm), 0.6” (15.2mm), and 0.75” (19mm)

- **WARNING** – This machine is capable of pulling body parts, hair, clothing, gloves, etc. into the feed holes of the installed Die Plate. Use extreme caution to prevent unintended items from entering the feed holes of installed Die Plates.

Accessory available for purchase

Blank Plate

This die plate has no feed holes so that you can build a plate that best suits your needs. It will be up to the user to have the plate machined or modified to suit your needs.

Die Plate Removal

Unplug the machine. Stand in front of the machine and locate the four ¼ - 20 button head bolts that hold the die plate in place. Use a 5/32 hex wrench to loosen and remove the bottom two bolts. Loosen and remove one of the top two bolts, then support the plate with your free hand while you remove the last bolt. The die plate will lift out of the center cutout for cleaning or changing.

- **CAUTION** – Supporting the Die Plate with one hand while removing the bolts is critical to prevent dropping the plate and possibly causing injury.

Die Plate Installation

Unplug the machine. Stand in front of the machine and locate the four ¼ - 20 threaded holes closest to the center cutout. Place the die plate into the center cutout allowing the upper and lower wings to sit on the face plate. The die plate should be installed with the concave side facing the user. While holding the die plate in position, align the bolt holes on the die plate with the threaded holes on the face plate. Use a 5/32” hex wrench to loosely install the top two bolts, then loosely install the bottom two bolts. Finish tightening all four bolts. Do not overtighten. Occasional use of anti-seize is recommended on stainless steel bolts.

- **CAUTION** – Supporting the Die Plate with one hand while installing the bolts is critical to prevent dropping the plate and possibly causing injury.

Catchment System

This machine is designed to be used with multiple catchment options for bucked product falling off the direct contact surface of the machine. The frame is designed to be a support structure that is adaptable to multiple systems.

Bins
HDX 27 Gallon (Black & Yellow Bin): the machine has a cam strap located midway on the lower frame. This cam strap is designed to secure bins and buckets around their circumference to the frame of the machine.

Conveyors
Please reach out to the MUNCH Machine customer service team if you intend to attach a conveyor to your machine.

Machine Transport

This machine has two handles built into the frame: one is located on the right side of the machine, and the other is on the left side of the machine wrapping around the lower end of the control panel. Only these two handles and the lower frame are to be used for moving the machine.

- **WARNING** – When moving equipment on an inclined surface, use multiple people to prevent loss of control leading to injury or death.
- **ATTENTION** - Do not move the machine by pulling on the Motor or Bucker Head.

The machine will have one of two sets of wheels installed (this is the differentiating factor between Indoor and Outdoor machines).

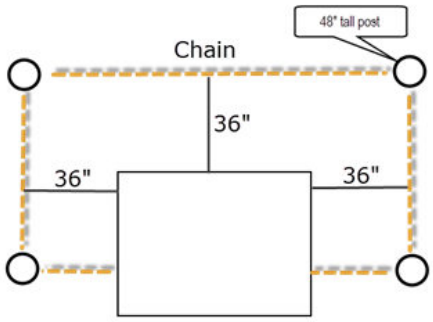
Indoor Casters
Indoor machines will come with 4” indoor casters installed. These casters allow for 360° rotation on a concrete or paved surface.

Outdoor Wheels
Outdoor machines will come with 8” flat free outdoor tires. These allow for movement on rough surfaces.

Machine Guarding

All guards must be in place before any operation of the machine. The die plate must be installed properly, the hood must be installed properly, and the Control Panel must be closed and locked.

To prevent processed stalk material from jamming in the outfeed side of the machine it is not possible to closely guard the outfeed area. To ensure personnel cannot reach into the rollers during operation a barrier guard on the sides and back of the machine must be in place. Four posts (48” tall) and a metal or plastic chain set 36” away from the machine and connected to the sides of the machine must be in place during operation. Signs on the chain advising personnel to stay out when the machine is running must be on the chain or posts.



Solid panels or rigid mesh panels may also be used and can be placed closer to the machine depending on the mesh opening size (US companies should refer to OSHA regulations). Consult with your local work place safety officials to ensure you meet your relevant regulations.

- **WARNING** – Operation of equipment without the proper guarding installed could result in serious injury and possibly death

Contact MUNCH Machine Customer Service if you need further assistance.

Machine Operation

Daily Inspection

- Check that the hood is installed properly
- Die plate is clean and free of debris.
- Rollers are clean and free of debris.
- Drive System and Coupler are in good condition and installed properly.
- Ensure all electrical components are in good working order
- Ensure all machine components are secure and in good working order.

Start Up

- Tighten Rollers using the provided 5/16” hex key to tighten the two button head bolts located on top of the hood until fully seated.
- Ensure the Power Selector Switch is in the “OFF” position
- Ensure the Emergency Stop button is in the “UP” position.
- Plug the machine in to a circuit having sufficient current capacity and correct voltage.
- Adjust Variable Speed Control to desired speed - if unknown then start slow and work your way up in speed paying close attention to the quality of the bucked material.
- Place Catchment System (bin, bucket, bag, conveyor, etc.) in position to receive material.
- Turn on the machine by rotating Power Selector Switch clockwise to the “FWD” position.

Operation

- Feed material into the Die Plate holes, attempting to select a Die Plate hole that matches the stem size.
- In the case of a product jam, rotate Power Selector Switch counter clockwise to “REV” to reverse the rollers until the jam is cleared, then release and rotate Power Selector Switch back to “FWD” and continue feeding material.

- Continuously monitor the outfeed of the machine to prevent the stem pile from reaching the height of the upper frame tube. At this point the machine needs to be unplugged and the stem pile needs to be removed from behind the machine.
  - **WARNING** – Machine must be unplugged before entering the guarded area behind the machine.
  - **ATTENTION** – Failure to remove stem pile once it has reached the height of the upper frame tube can result in machine damage or malfunction.

Daily Shut Down

- Turn Machine to "OFF" position.
- Unplug the machine.
- Loosen Rollers using the provided 5/16" hex key. These bolts will not be loosened to the point of removal.
- Clean the machine using the method defined below.
- Store the machine in a clean, dry, sheltered location.

Cleaning

This machine will perform at its best when cleaned after each use. The machine is built to wash-down rated specification ns, but some precautions need to be adhered to.

Recommended cleaning materials

- Rubber gloves
- Stiff plastic bristle brush
- 70% rubbing alcohol, or citrus based cleaner, in a spray bottle
  - **ATTENTION** - Do not use alcohol stronger than 70%. Anything higher will have an adverse effect on the rollers and cause premature breakdown. Use of high content alcohol will void the warranty.
- Clean, low-lint rags
- Plastic razor blades or application squeegee

With the Machine powered off, remove the hood. Use 70% alcohol in a spray bottle to spray down rollers and interior sides of the Bucker Head and Lower Cross Plate. Use a stiff bristle brush to scrub the rollers, then rotate the rollers by hand and repeat with additional alcohol. Do the same for any debris that is left on the Bucker Head or Lower Cross Plate. Once everything has been scrubbed down, apply 70% alcohol to a clean rag and wipe down rollers, Bucker Head, and Lower Cross Plate until clean.

Pressure Washers

The entire machine may be washed using water from a hose. The Rollers, Faceplate, Die Plate, and Frame may be cleaned using a high-pressure washer. Do not direct a high-pressure stream at any electrical components, Control Buttons, Motor, Cables or the Bearings.

- **ATTENTION** – Improper use of a pressure washer may cause damage to your machine. Avoid spraying directly into any electrical components, Control Buttons, Motor, Cables or the Bearings.

Use of a pressure washer is not recommended for daily cleaning of the machine. An annual deep clean with a pressure washer will keep the machine running properly, while not creating additional wear on the components.

- **ATTENTION** - Properly dry and protect and lubricate all components of the machine after using a pressure washer for cleaning.

Maintenance

General maintenance on the machine is minimal. The machine does have a few wear parts that the user needs to be aware of and maintain to keep the machine in good working order.

Lubrication

The Take Up Bearings and Flange Bearings will occasionally require greasing. Grease zerks are installed on each bearing for use with a grease gun. Due to the machine running at low speeds and low temperatures the machine does not use grease as quickly as other equipment.

- **ATTENTION** – Damage can occur to the bearing seals if they are over-greased.

Bearing Lubrication Intervals

- High use situations (daily use, year-round) require application of one grease pump per bearing every 3-4 months.
- Low to Moderate use situations (Seasonal use) require application of one grease pump per bearing 1 time per year.

Pump slowly; one grease pump will add enough grease for this application. One of the primary causes of bearing damage is over greasing.

- **ATTENTION** – Damage can occur to the bearing seals if they are over-greased.

Recommended Food Safe Lubricant:

- Lubriplate FGL-2 - product number L0232

Side Plate Lubrication
After a thorough cleaning of the machine, it will be necessary to lubricate the side plates where the Take Up Bushings and Side Plates interact to insure proper movement of the Take Up Bearings when loosening or tightening the Roller Tension System. This grease application can be applied by a gloved hand or a small brush.

Recommended Food Safe Lubricant:

- Lubriplate FGL-2 - product number L0232

Rollers
The Drive Roller and Follow Roller should be inspected during the cleaning process after each use. The rollers are a wear part and will need to be replaced occasionally, and only after significant wear is present on the rollers surface.

Proper care of the rollers starts with proper use of the Roller Tension System.

- **ATTENTION** – Do not make any adjustments to the tensioning system of the machine. The tension has been preset and will not need adjustment unless otherwise directed by MUNCH Machine.

Coupler
The green Flex Element within the coupler assembly is a wear component that reduces wear on the drive train components. This Nylon Cover and Flex Element should be removed and inspected prior to high use scenarios or inspected monthly in the event of perpetual harvest. With high wear the green Flex Element should be replaced. One additional Flex Element is included with each machine, and additional Flex Elements can be purchased from MUNCH Machine Customer Service. **It is recommended to keep a spare Flex Element on hand at all times.**

To remove the green Flex Element, back the two screws partially out of the Black Nylon Cover. Next, slide the Nylon Cover off, taking note of the alignment between the Nylon Cover screws and the holes in the Flex Element. The green Flex Element can then be removed by finding the split and then peeling the teeth out of the steel 5R Couplers. To reinstall work backwards through these steps, being mindful of the alignment between the Nylon Cover screws and the holes in the Flex Element.

While inspecting the Flex Element ensure that the black Nylon Cover is in good condition. Once installed, align the Nylon Cover with the Flex Element and ensure the screws are fully seated in the black Nylon Cover.

- **CAUTION** – Do not run the machine without a complete Coupler assembly.

Troubleshooting

Poor Roller Traction

Poor Roller traction is typically due to lack of tension between the two Rollers, buildup of material on the Rollers, or damage or wear to the Roller surfaces.

- Ensure that you read and understand the Roller Tension system of this machine.
- Inspect the roller surfaces for buildup of material; clean the rollers if necessary.
- Ensure that your roller cleaning products are not stronger than 70% isopropyl alcohol or a citrus based cleaner. Other products will damage the rollers.
- Inspect the rollers for wear grooves deeper than 1/8" (1.5mm).
- Contact MUNCH Machine Customer Service.

Blistering of the roller surface

- Insure that your roller cleaning products are not stronger than 70% Isopropyl Alcohol or a citrus based cleaner. Other products will damage the rollers.
- Contact MUNCH Machine Customer Service.

Any further questions regarding machine maintenance should be directed to MUNCH Machine Customer Service.

Compliance

Current Good Manufacturing Practices (cGMP) Compliance

MUNCH MACHINE Bucking equipment supports compliance to cGMP requirements through the use of food grade materials for the portion of the machine that contacts the useable plant material. Detailed use and cleaning instructions are provided with the equipment to assist plant growers and harvesters in developing their internal cGMP procedures.

FCC and ICES Compliance (110V model)

The MUNCH MACHINE Mother Bucker, Model MB1-120V has been third party tested and meets the requirements of FCC Part 15 and ICES-003 for Type A unintentional radiators

NOTE: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference in which case the user will be required to correct the interference at his own expense.

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

A Suppliers Declaration of Conformity may be obtained from the manufacturer.

EU Compliance (230V model)

The MUNCH MACHINE Mother Bucker, Model MB1-230V is in conformity with the relevant Community harmonization legislation and is CE marked. The EU Declaration of Conformity is provided with the shipping documents, and may be provided upon request.

Storage

This machine must be cleaned before storage, and stored in a clean and dry environment. Issues arising from improper storage are not covered under warranty.

Limited Warranty

We warrant for 5 years from purchase date and only to the original buyer (Buyer) that our products (Products) are free from defects in material and workmanship. If Buyer discovers a defect, the Product will be repaired or replaced at our discretion. That is the extent of our liability and obligations under this Warranty and, upon expiration of the applicable warranty period, all such liability and obligations shall terminate. We reserve the right to require proof of purchase for all warranty claims.
WARRANTY EXCLUSIONS:
We do not warranty Products against normal wear and tear (such as rubber rollers, bearings, or tire wear, etc.), unauthorized modifications or alterations, improper use, improper maintenance, accident, misuse, negligence, damage, or if the Product is used for a purpose for which it was not designed. This Warranty gives you specific rights, and you may also have other rights which vary from state to state. Except for expressly stated in this Warranty, we shall not be liable for direct, indirect, consequential, incidental, lost profits, lost revenue or failure to realize expected savings, as well other damages arising out of, or resulting from the/your choice to use and the use of the Product. This Warranty is in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of fitness for a particular purpose (some states do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on the duration of an implied warranty, so the above exclusions may not apply to you).

Customer Service

Phone:
541-371-2825

Email:
Info@MunchMachine.com

Mailing Address:
Frazer Industries, LLC
DBA: MUNCH Machine
PO Box 6764
Ketchum, ID 83340

Technical Specifications

Machine Dimensions

Height	52”	133 cm
Width	40”	102 cm
Depth	32”	81cm
Weight	300 lbs	136 kg

Power Requirements

110V Model (US/CAN)	Volts / Hz / Circuit / Amp Draw	110V / 60Hz / 15A / +/- 3 Amps
230V Model	Volts / Hz / Circuit / Amp Draw	230V / 50Hz / 10A / +/- 3 Amps
Circuit Compatibility	Incompatible with GFCI Circuit	

Components

Motor	1/2HP Lenze	373 Watt Lenze
Control Box	NEMA 4/12/13	
Power Cord and Plug	25’	7.62 m
Hood	Food Grade Powder Coated Steel	
Frame	Food Grade Powder Coated Steel	
Face Plate	304 Stainless Steel	
Die Plate	304 Stainless Steel	
Rollers	Aluminum Hub with Neoprene Rollers	
Shaft	1.25” Steel	
Coupler	Rexnord Wrap Flex 5R	
Bearings	Seal Master FDA Grease	

Wheel Options:

Indoor: Industrial Casters	4” Blickle	10 cm Blickle
Outdoor: Flat Free Off Road	10.4" Martin Wheel	26.4 cm Martin Wheel

Shipping Crate Dimensions

Height	59”	150 cm
Width	48”	122 cm
Depth	40”	102 cm
Weight / Shipped Weight	350lbs / 550lbs	160 kg / 250 kg
Construction	Made of Reinforced 3/8” Plywood	Made of Reinforced 9.5mm Plywood
Construction Type	Reusable	

EU DECLARATION OF CONFORMITY

Apparatus model:

Munch Machine
Model MB1-230V
Serial number 180917-2

The manufacturer:

Frazer Industries, LLC
doing business as: Munch Machine
160 4th Street West, Suite 1
Ketchum, ID 83340
U.S.A.

This declaration of conformity is issued under the sole responsibility of the manufacturer.

The above described apparatus is in conformity with the following relevant Community harmonization legislation:

- **Machinery Directive (2006/42/EC)**
- **Electromagnetic Compatibility Directive (2014/30/EU)**
- **Low Voltage Directive (2014/35/EU)**

and the following harmonized standards have been applied:

- **EN 61000-3-2:2014**
- **EN 61000-3-3:2013**
- **EN 61000-6-3:2007+A1:2011/AC:2012 Class A**
- **EN 61800-5-1:2007EN 50581:2012**
- **EN 60034-1:2010+AC2010**
- **EN 60034-5:2001+A1:2007**
- **EN 60664-1:2007**

Reference documents:
EMC Test Reports:
FRAZ0001

Signed at Ketchum, Idaho, U.S.A., on October 30, 2018

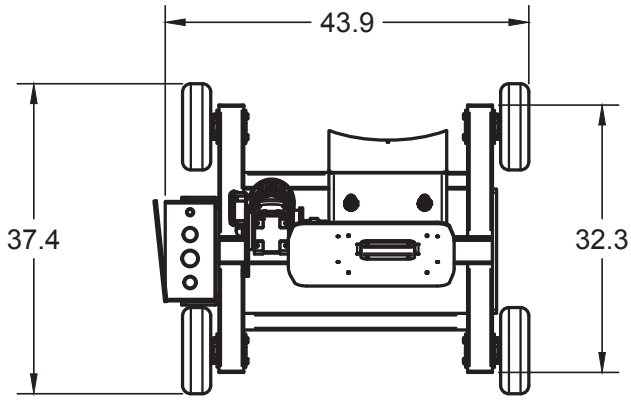
_____

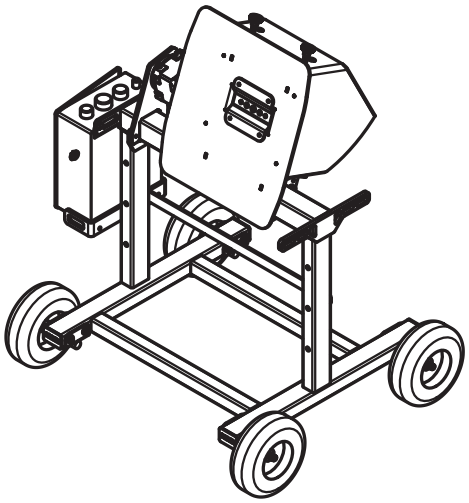
Tom Frazer

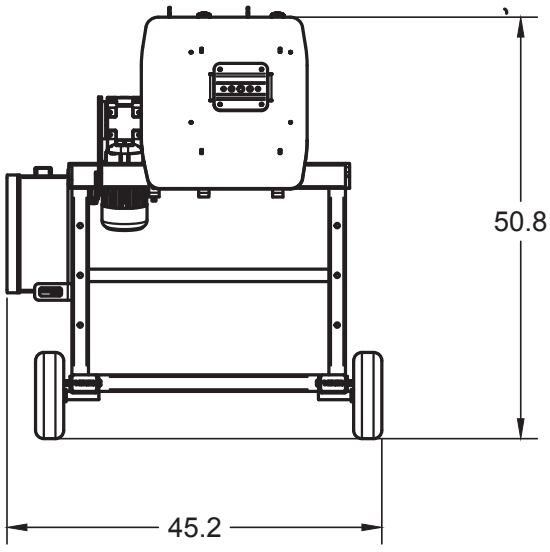
President, Frazer Industries, LLC

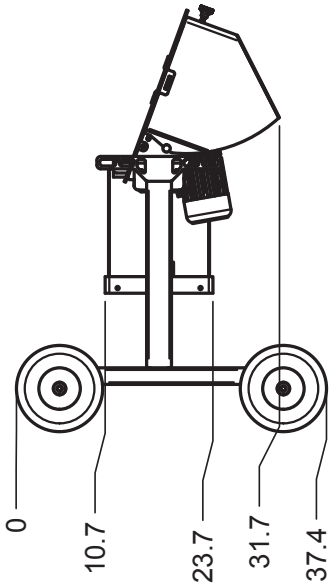
MOTHER BUCKER

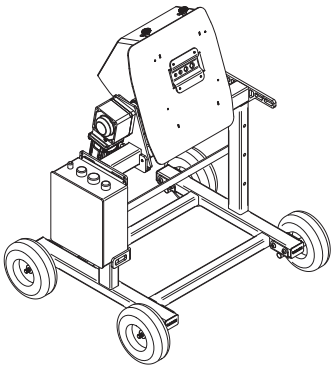
For more information please contact MUNCH Machine:
Telephone: (541) 371-2825
Email: info@munchmachine.com
www.munchmachine.com
Patent Pending











MOTHER BUCKER

Technical specifications

Power requirements

- Runs on Standard 110V / 15A Circuit
- Draws +/- 3 Amps
- Incompatible With GFCI Circuit

Cleaning

- Once Daily, Takes 10 - 15 min
- Stiff Brush and 70% Rubbing Alcohol

Good Manufacturing Practices

- All The Components On The Double Bucker Are Designed To Fit In A GMP Compliant Workflow
- Motor utilizes FDA approved lubricant
- Powder coat has FDA certification
- Neoprene rollers have FDA certification
- Stainless Steel Face Plate has FDA certification

Dimensions

- Height 52″
- Width 40″
- Depth 32″
- Weight 300 lbs

Shipping crate dimensions

- Height 59″
- Width 48″
- Depth 40″
- Weight 200lbs (Box and Bucker 550lbs)
- Made of Reinforced 3/8″ Plywood
- Reusable

Components

- Motor: 1/2HP Lenza Gearmotor
- Control Box: NEMA 4/12/13. Dust and Water Resistant
- 25′ Industrial Grade Cord and Plug
- Hood: Powder Coated Steel
- Frame: Powder Coated Steel
- Face Plate: Stainless Steel
- Die Plate: Stainless Steel
- Rollers: Aluminum Hub With Neoprene Rollers
- Shaft: 1.25″ Steel
- Coupler: Wrap Flex
- Bearings: Seal Master
- Wheel Options:
    - Indoor: 4″ Blickle Industrial Casters
    - Outdoor: 10.4" Martin Wheel, Flat Free Off Road

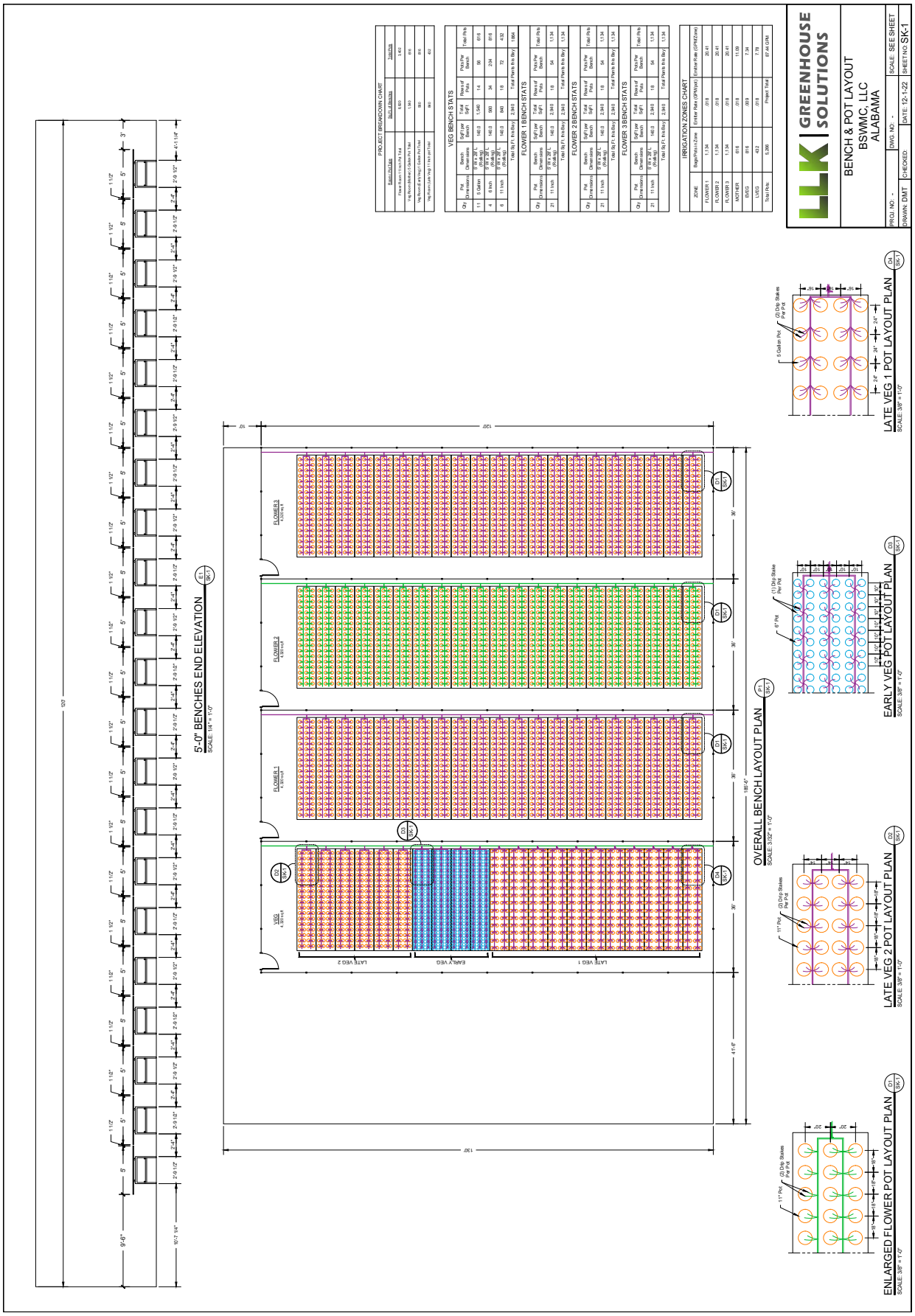
Warranty

- 5 Year Warranty On Any Manufacturer Defects
- The Mother Bucker 100% serviceable
- All Parts In Stock

Price

- $19,900 + S&H

MUNCH Machine
Telephone: (541) 371-2825
Email: info@munchmachine.com
www.munchmachine.com


GREENHOUSE SOLUTIONS
BENCH & POT LAYOUT
BSWMC, LLC
ALABAMA
PROJ. NO: -
DWG. NO: -
SCALE: SEE SHEET
DRAWN: DMT
CHECKED:
DATE: 12-1-22
SHEET NO: SK-1
PROJECT BREAKDOWN CHART
VEG BENCH STATS
FLOWER 1 BENCH STATS
FLOWER 2 BENCH STATS
FLOWER 3 BENCH STATS
IRRIGATION ZONES CHART
5'-0" BENCHES END ELEVATION
SCALE: 1/4" = 1'-0"
OVERALL BENCH LAYOUT PLAN
SCALE: 3/32" = 1'-0"
LATE VEG 1 POT LAYOUT PLAN
SCALE: 3/8" = 1'-0"
EARLY VEG POT LAYOUT PLAN
SCALE: 3/8" = 1'-0"
LATE VEG 2 POT LAYOUT PLAN
SCALE: 3/8" = 1'-0"
ENLARGED FLOWER POT LAYOUT PLAN
SCALE: 3/8" = 1'-0"

Product Category:

Tincture

Drawing ID	Manufacturer	EquipName	ModelNo	Quantity	Room	Description	Formulatior	UOM	Length	Width	Height
	Delta	CUP-5 (PSI) System, Keg and Fan Kit	CUP-5	1	Processing	EtOH Extraction Unit	Yes	in	32.3	24	71.6
	Delta	CUP-5 Filter Press Kit	CUP-5 FPK	1	Processing	EtOH Filtration Press	Yes				
	Ertel-Aesop	CUP-5 Filtration Skid	12PY2	1	Processing	EtOH Filtration Skid	Yes				
	Across International	Purification Reactor	R20	1	Processing	Dual Jacketed Reactor	Yes				
	Across International	RotoVape	SE53	1	Processing	Rotary Evaporator 20L	Yes				
	Across International	Thin Film Distillation	TG-3	1	Processing	Glass think film still	Yes				
	SoLo	EtOH Cryo Freezer	U80-30	1	Processing	Cry EtOH Freezer (-80)	Yes				
	Across International	EasyChill Freezer	E18.110	1	Processing	Ai -25C EasyChill Chest Frz	Yes				
	Safety Storage	Outdoor EtOH Locker	K-4	1	Processing	Non-Combustible K-Series 4	Yes	in	68	62	64
	Advanced Extraction	Modular C1D1 Lab	Mega 10x20	1	Processing	Mega Series 10X20 C1D1 Lab	Yes	ft	20	10	9

LabelOn™ Mini Synergy Tabletop Wrap Labeller.

Option to ALSO do Flat Sided Labelling !

LabelOn™ Mini Synergy Series

Tabletop Round Wrap Labeller LMS510 - WRAP

LabelOn™ is the trade name owned by Australian company Benefel Pty Ltd, working in conjunction with Adeneli Packaging, Corp. LabelOn™ Mini Synergy is a series of very compact footprint entry level labeling machines. Supplied into a number of countries, the LabelOn™ range represents a quality, safe entry level labelling option.

For your local Supplier and support see Contacts Details on the website:
URL: http://www.benefel.com.au

Product Character:

Economical in-line small footprint labeler recommended for up to 85%* wrap on round products. Flat Face Labeling Kit for product bases and flat sided product labeling (one face).

Features:

- A Synchronized Wrap Belt (No fiddling with speed settings)
- Up to 85% Wrap Around Recommended (more possible)
- Facility to add Batch or date coding (option)
- Flat face labeling kit (Option: Products up to 280mm in height)
- Colour Touch Screen Controls with Memory Settings
- Speed Synchronisation
- Adjustable Height of Label Placement
- Labelling Accuracy +/-1 mm

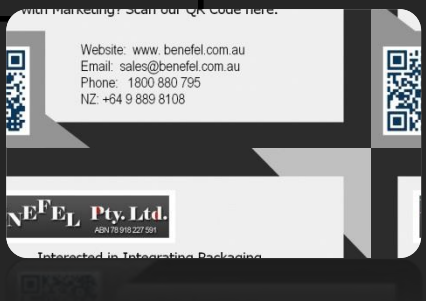
Machine Specifications:

- Nominal Footprint size (L) 1020 mm (W) 1070 mm (H) 845 mm
- Bottle/Jar Body height of 25 mm to 152 mm tall
- Bottle Diameter 12.5mm to 100mm (Standard)
- Label Web of 12.7 mm to 150 mm tall (Standard)
- Labelling accuracy +/-1 mm
- Label Roll Core 76 mm (inner diameter)
- Label Roll Capacity 380 mm (outer diameter) – That's Huge !!
- Power Single Phase 240v 50/60Hz – 800W
- Label Head stepper motor
- SUS#304 stainless steel and anodized aluminum construction

Optional Items:

- Hot Foil Coder for in-line Date or Batch codes
- Overhead Conveyor Belt for Flat Sided Labelling
- Transparent label sensor for clear labels
- Taller Label Head
- Wider Conveyor

CHAT NOW



Ai 3” Glass Thin Film Turnkey With Installation And Training

$50,000.00

Description

ACROSS INTERNATIONAL
Material Processing Equipment

PRICING INCLUDES ON-SITE INSTALLATION WITHIN CONTIGUOUS US.

Ai GLASS THIN FILM DISTILLATION SYSTEM FEATURES

- High precision PTFE rollers (or blades) and inner glass surface allow a complete and uniform thin film on the heated surface, and prevent process residue
- Pre-installed cooling/heating tubing with fluid direction labels and M16 ports
- Low-placed feeding flask for ease of operation
- Driving motor with magnetic coupling sealing ensures a high vacuum level
- Constructed with high borosilicate glass 3.3, stainless steel, and Viton gaskets for ultimate corrosion resistance

- A transparent glass system allows you to see through all processes
- Heavy-duty stainless steel frame
- Installation included in the price within contiguous 48 US states
- Cold Traps are only suitable for use with dry ice or a cold finger chiller such as an IP-80 or TC100/TC100E. Always wear proper PPE when handling dry ice.

CAUTION!

- Never fill circulated heaters or chillers with water, always use Ai or manufacturer's recommended fluid
- Always leave ample fluid space in heater reservoir to allow fluid heat expansion
- Always keep system vacuum passage or drain valve open when heating up circulation jackets
- Always make sure your vacuum pumps and diffusion pump fluid is clean and within limits

Specifications

SPECIFICATIONS

Model	TG-3
Power	Heating Tape Controller: 220V 60Hz 1-phase Stirrer: 220V 60 Hz 1-phase PCG-750 Vacuum Gauge: 110V 60Hz 1-phase
Unit Weight / Turnkey Weight	127 lbs / 270 lbs
Unit Dimensions / Turnkey Dimensions	42” x 18” x 46” / 52” x 18” x 62” (W x D x H)
Shipping Dimensions	45” x 21” x 62” (W x D x H) (Skid Crate) 40" x 48" x 40" (W x D x H) (Accessories Pallet)
Shipping Weight	275 lbs (Skid Crate) / 377 lbs (Accessories Pallet)
Throughput	500ml per hour average (based on processes and material fed)
Condenser	Surface Area: 500 cm^2 Condenser Type: Coil Material: 3.3 Borosilicate Glass Volume: Approx. 500mL Operating Temperature: -25°C to 200°C
Evaporator	Surface Area: 600 cm^2 Material: 3.3 Borosilicate Glass Volume: Approx 2L Operating Temperature: 25°C to 200°C
Wiper System	Style: Spring-tensioned Multi Segmented Material: PTFE

	Driving Motor: Adjustable Speed Overhead Motor Stirrer Coupling Type: Magnetic Drive
Cold Trap	Material: 3.3 Borosilicate Glass Depth:12” Quantity: One Receiving Flask Volume: 500mL Recommended Coolant: Dry ice or immersion chiller (immersion chiller not included in the turnkey package)
Feeding System	Flask: Glass, 1.5L Jacketed Flask Jacket: Approximately 1L Feeding System: Manual Valve
Sealing Gaskets	Food Grade Viton
Vacuum System	Vacuum Gauge: PCG-750 with LCD display for high vacuum application Vacuum Pump: SuperVac 11 with oil mist filter
Temperature Control Units	Evaporator and Feed Flask: Kiss 205b Internal Condenser: Kiss K6

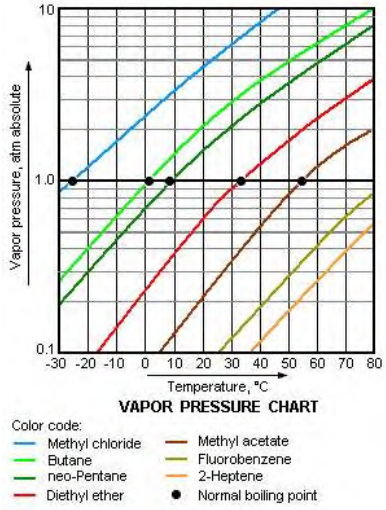
Ai SolventVap 5.3G/20L Rotary Evaporator W/ Chiller & Pump 220V

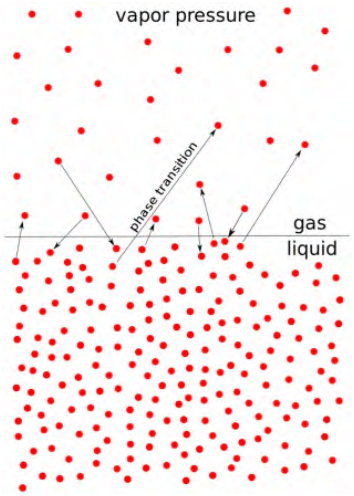
$22,170.00

Description

The Ai SolventVap series 20L rotary evaporators is now ETL tested to UL/CSA standards. This certification is required by many municipalities, and it also provides a higher standard of equipment safety and lifespan. Also come standard is the new plexiglass bath cover. Specially designed for Ai 20L SolventVap rotary evaporators, this beneficial cover securely rests on top of the water bath and ensures the best possible temperature uniformity.

A rotary evaporator is a device used in chemical laboratories for the efficient and gentle removal of solvents from samples by evaporation. The process of rotary evaporation is most often used to separate solvents with low boiling points, such a n-hexane or ethyl acetate, from compounds which are solid at room temperature and pressure. However, careful application also allows for the removal of a solvent from a sample containing a liquid compound, if there is minimal co-evaporation (azeotropic behavior) and a sufficient difference in boiling points at the chosen temperature and reduced pressure.





Example:The following table is a list of a variety of substances ordered by increasing vapor pressure (in absolute units).

Substance	Vapor Pressure (SI units)	Vapor Pressure (Bar)	Vapor Pressure (Torr / mmHg)	Temperature
Tungsten	100 Pa	0.001	0.75	3203 °C
Ethylene glycol	500 Pa	0.005	3.75	20 °C
Xenon difluoride	600 Pa	0.006	4.50	25 °C
Water (H_2O)	2.3 kPa	0.023	17.5	20 °C
Propanol	2.4 kPa	0.024	18.0	20 °C
Ethanol	5.83 kPa	0.0583	43.7	20 °C
Methyl isobutyl ketone	2.66 kPa	0.0266	19.95	25 °C
Freon 113	37.9 kPa	0.379	284	20 °C
Acetaldehyde	98.7 kPa	0.987	740	20 °C
Butane	220 kPa	2.2	1650	20 °C
Formaldehyde	435.7 kPa	4.357	3268	20 °C
Propane[9]	997.8 kPa	9.978	7584	26.85 °C
Carbonyl sulfide	1.255 MPa	12.55	9412	25 °C
Nitrous oxide[10]	5.660 MPa	56.60	42453	25 °C
Carbon dioxide	5.7 MPa	57	42753	20 °C

The newly re-designed **Ai SolventVap 5.3-gallon/20L/0.7 cu ft (evaporating flask capacity) series** rotary evaporators come with all PTFE valves for solvent-resistant operations. We also lowered the height of assembled unit, for easy installation and ease of use and storage. Also come with them are vertical glassware and digital temperature/rotation control. Its optimized bath volume allows for rapid heat-up times. The condenser unit has specially designed glass tubes that utilize surface area extremely efficiently. Thats why our SolventVap evaporators consistently deliver reliable and reproducible process results that are usually reserved for more costly systems. Another important aspect of the SolventVap is the safety features, which includes dry-run protection, water bath over-temperature shut-off protection, and fuse protection.

Rotary evaporator features a specially designed motor and worm gear, which provides constant rotation at speeds from 10 to 130 rpm. As the flask containing the solvent is rotated, it continually transfers a thin layer of liquid over the entire inner surface. This gives a very large surface area for evaporation, which is caused by the gentle heating from the water bath. The rotating system is fitted with a special seal that allows the apparatus to be placed under vacuum, effectively reducing the boiling point of the solvents and removing the vapor phase, making the process much more efficient. Each unit is also equipped with an easy-to-use vacuum release and a continuous feed system, which allows solvent to be constantly drawn into the rotating flask without needing to stop the operation.

Digital water bath operates from ambient temperature to 99C (210F) with PID temperature control stepping at 0.1C increments. Heating coils are located directly inside the pan for the most efficient heating possible. A built-in overheat protector will shut down power, should the controller fail.

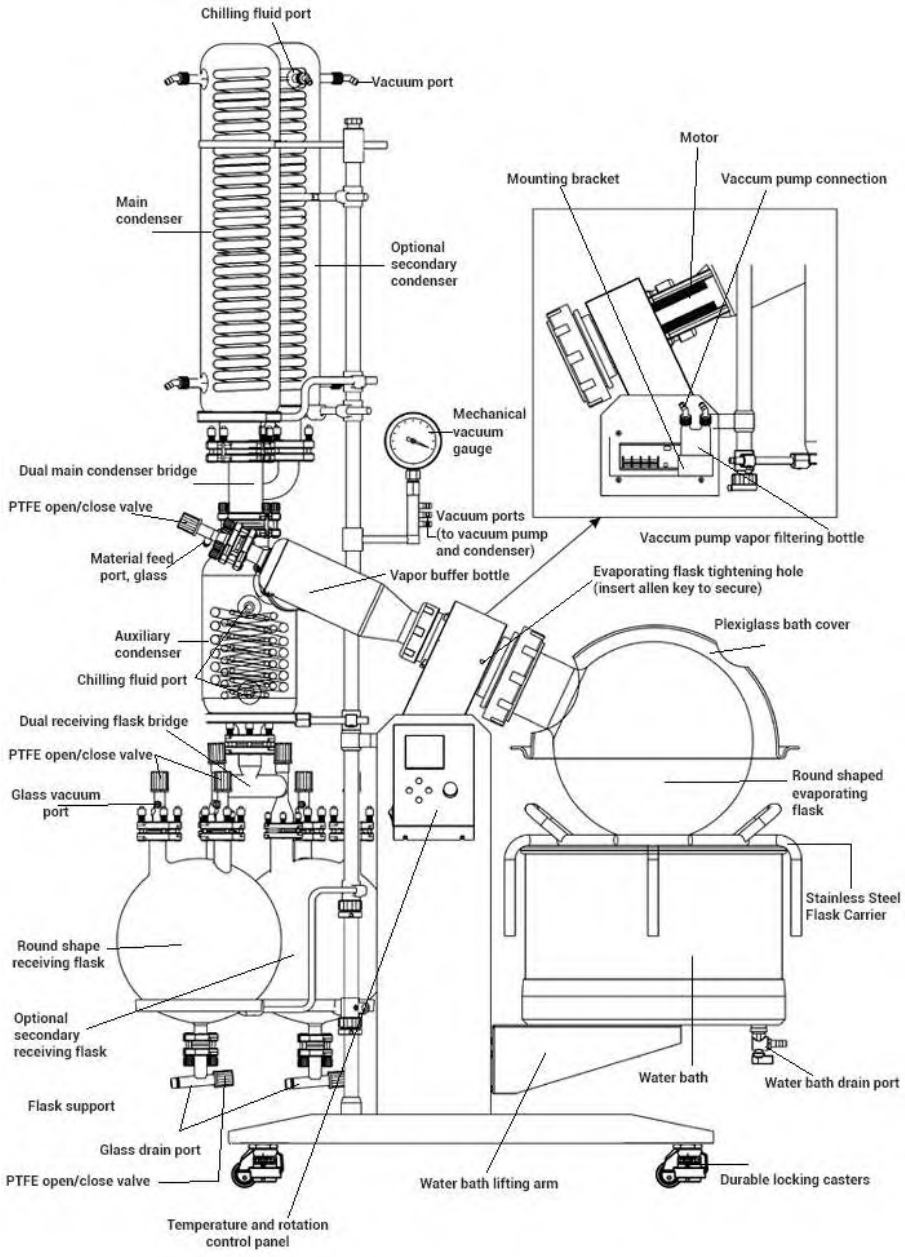
Standard Glassware Set includes 5.28 gallon (20 liters) round-bottomed evaporating flask, 2.64 gallon (10 liters) round-bottomed receiving flask, and vertical condenser. Rotary evaporators with vertical glass condenser are great for distillation of solvents with higher boiling points.

Features

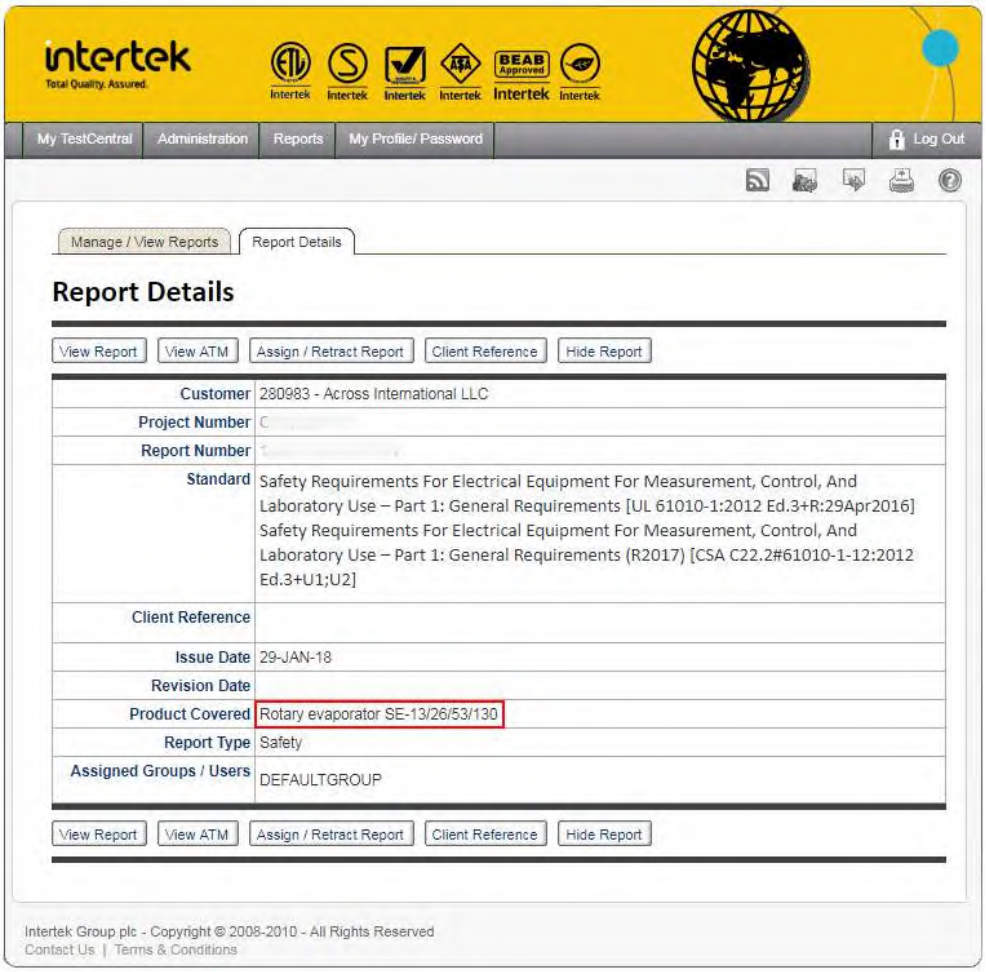
- Free dual condenser and dual receiving flask, a $3,000 value
- Free stainless steel 20L evaporating flask carrier with silicone cushions (a $299 value), custom made for Ai 20L SolventVap series rotary evaporators. This carrier can be placed on top of our 20L SolventVap's water bath for easy loading and unloading. It can also be used as a flask stand.
- New condenser insulation protects your glassware and increases cooling efficiency (included with rotovap purchase).

- New swivel casters can be adjusted for rotovap to stand securely on uneven floor.
- Water bath cover enhances safety by protecting evaporating flask and the material inside; it gives you uniform temperature inside evaporation flask as well as energy saving by reducing heat loss. It also creates a better lab environment by preventing heat and humidity from escaping.
- Solvent-resistant PTFE and Viton gaskets, ensuring long time operation.
- Specialized motor with extremely compact, intermeshed worm and worm gear provides precise driving for very quiet, vibration-free operation.
- Downward-condensing vacuum connection design ensures safe vacuum operation.
- Motorized water bath lifting for precise control.
- Easy, straight-forward visual operation with digital speed and temperature display.
- PID temperature controller ensures accurate temperature control is maintained.
- One year warranty on rotary evaporator except for glassware and all sealing gaskets.

Your safety is important to us! Please use caution when operating. Users of glass reaction equipment must take all necessary precautions to avoid contact with rotating parts, particularly entanglement of loose clothing, hair, necklaces, or other jewelry. Under these circumstances, the winding action of the rotating parts can draw the user(s) into the apparatus, resulting in breakage of glassware, burns, and/or chemical exposure. Extra caution must also be taken when operating with air-reactive materials, especially under vacuum. A leak can draw air into the apparatus and cause a violent reaction to occur.


Chilling fluid port
Vacuum port
Motor
Mounting bracket
Vaccum pump connection
Main condenser
Optional secondary condenser
Mechanical vacuum gauge
Dual main condenser bridge
PTFE open/close valve
Vacuum ports (to vacuum pump and condenser)
Vaccum pump vapor filtering bottle
Material feed port, glass
Vapor buffer bottle
Evaporating flask tightening hole (insert allen key to secure)
Auxiliary condenser
Plexiglass bath cover
Chilling fluid port
Dual receiving flask bridge
PTFE open/close valve
Glass vacuum port
Round shaped evaporating flask
Stainless Steel Flask Carrier
Round shape receiving flask
Optional secondary receiving flask
Water bath
Water bath drain port
Flask support
Glass drain port
PTFE open/close valve
Water bath lifting arm
Durable locking casters
Temperature and rotation control panel

Across International SolventVap Rotary Evaporators, UL/CSA compliant



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Report Details

View Report | View ATM | Assign / Retract Report | Client Reference | Hide Report

Customer	280983 - Across International LLC
Project Number	C
Report Number	
Standard	Safety Requirements For Electrical Equipment For Measurement, Control, And Laboratory Use – Part 1: General Requirements [UL 61010-1:2012 Ed.3+R:29Apr2016] Safety Requirements For Electrical Equipment For Measurement, Control, And Laboratory Use – Part 1: General Requirements (R2017) [CSA C22.2#61010-1-12:2012 Ed.3+U1;U2]
Client Reference	
Issue Date	29-JAN-18
Revision Date	
Product Covered	Rotary evaporator SE-13/26/53/130
Report Type	Safety
Assigned Groups / Users	DEFAULTGROUP

View Report | View ATM | Assign / Retract Report | Client Reference | Hide Report

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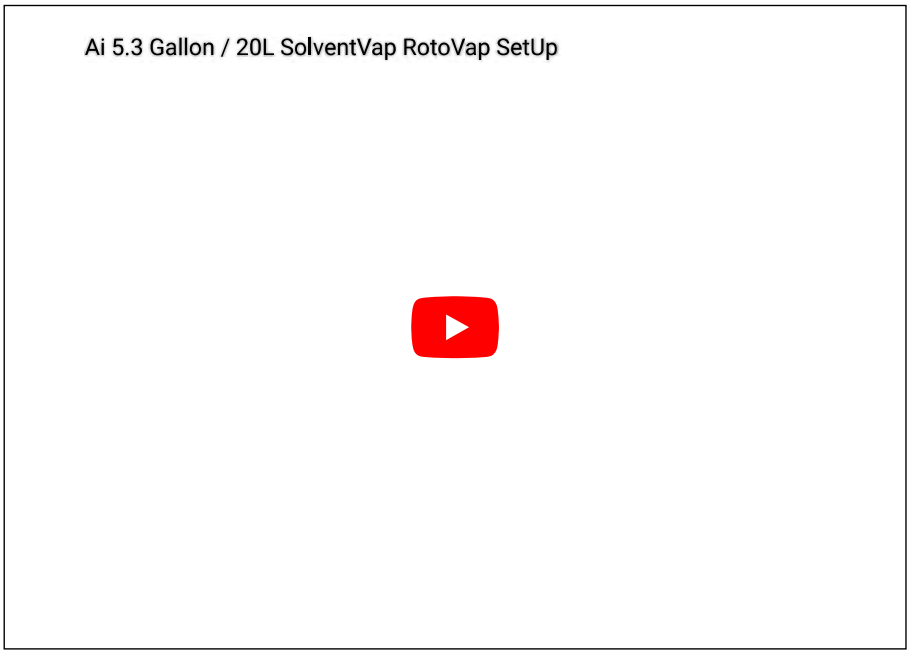
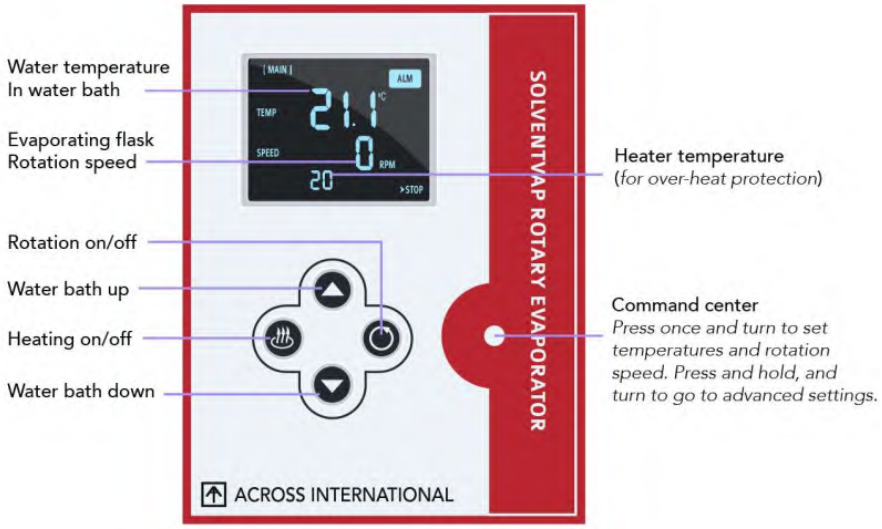
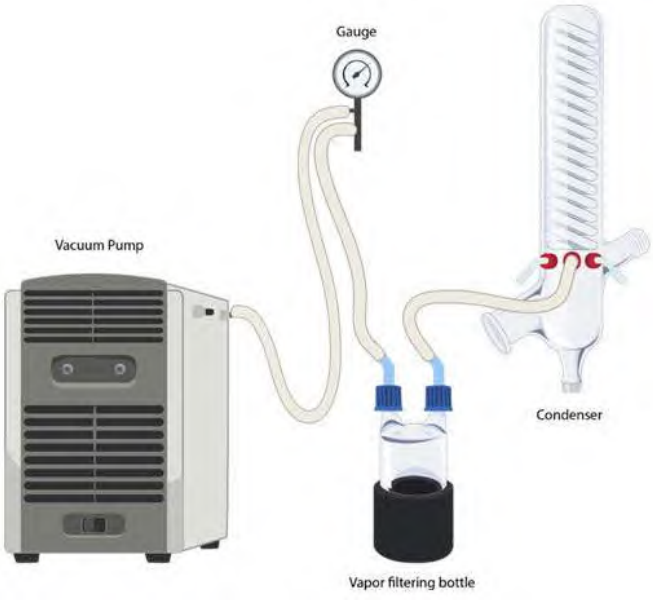




PATENTED VAPOR DUCT DUAL PTFE SEALS

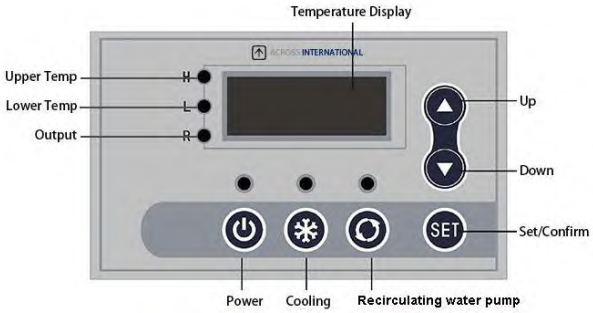
Main seal Auxiliary seal


Gauge
Vacuum Pump
Condenser
Vapor filtering bottle

SE53 (20L)
80 #
40 #
60 #
70#
50 #
35 #
35 #
ACROSS
INTERNATIONAL

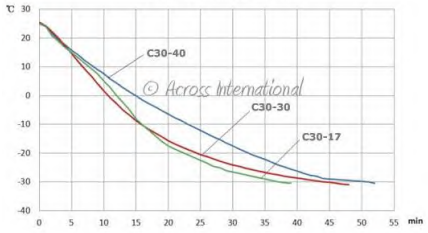
Coolant filling port
Coolant level
Coolant outlet pressure
Circuit breaker
Temperature controller
Open side panel to access pump and compressor
Swivel casters

Coolant inlet
Coolant outlet
Power cord
Coolant drain port



C30 Series Recirculating Pump Curves

Cooling media: ethanol



Specifications

Specifications

Electrical requirements	220V 50/60Hz single phase, 20A, 4300 watt (rotation motor: 300 watts)

Glass material	High borosilicate glass 3.3
Evaporating flask	Capacity: 5.28 gallon (20 liters or 0.7 cu ft) Maximum load: Not to exceed 60% of the flasks capacity Sealing flange: 4.9" diameter Rotation speed: 10 to 130 rpm Evaporating speed: 1 gallon/hour (water), 2 gallon/hour (alcohol)
Receiving flask	2.64 gallon (10 liters or 0.35 cu ft)
Condenser	Glassware: Main + auxiliary triple-circulating cold traps, vertical Chilling fluid conneciton: 3/8" hose barb x 4 (2 on main + 2 on auxiliary) Condensing surface Main condenser: 9,480 cm^2 or 10.2 sq ft Auxiliary condenser: 3,580 cm^2 or 3.9 sq ft
Working environment	5 to 95°F
Water bath	Temperature range: ambient to 99°C (210°F) Temperature controller: digital Dimensions: 17.5" diameter x 9.8" depth x 12" height Material: stainless steel Media: distilled water only Max. water level: not to exceed 1" from the top rim of the bath Number of heaters: two Drain port: one Exterior liner: rubber Lifting: motorized Maximum lifting distance: 7.5 inches
Vacuum	Level: < 3 torrs Sealing: PTFE + Viton gaskets Connector: 3/8" hose barb x 1
Swivel casters	Four, built-in with locks
Safety	Dry-run, over-temp shut-off, built-in circuit breakers
Shipping weight	238 Lb (evaporator), 130 Lb (glassware)
Unit/shipping dimensions	49 x 23.5 x 82.5" / 41 x 24 x 48" (evaporator), 34 x 29 x 33" (glassware) (WxDxH)
Certification	ETL tested to UL and CSA standards
Download	Ai rotary evaporator brochure

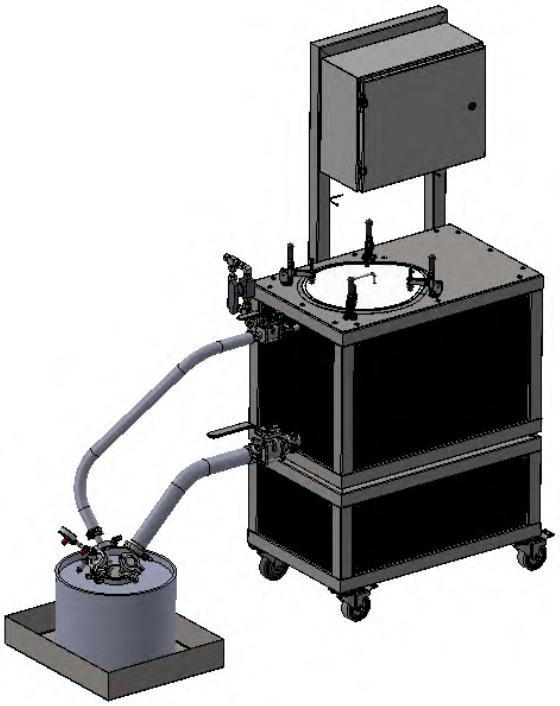
PROSPIANT

Delta CUP 5

Centrifuge Utility Platform

Closed-Loop Solvent Extraction System

Installation, Operation & Maintenance



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Johnstown, OH 43031
740-809-1160

DOC# DRAFT
March 2022

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Delta CUP-5 Gen1, North America

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System Installation and Limitation Acceptance Card

Please refer to Section 4 of this manual for instructions on how to complete and return this form—
Read all instructions and safety information prior to attempting to complete this form.
To Be Returned to Prospiant Before System Use

Company Name: _____ **System Serial #:** _____

Uncrating: **Date:**

Confirm tilt and shock sensors on the box are good.	☐ Tilt Indicator Good ☐ Shock Indicator Good Comments:
No visible damage to the system.	Yes☐ No☐ Comments:
Invoice count match shipping list including peripherals. Refer to purchase contract.	Yes☐ No☐ Comments:
Confirm receipt of all items on CUP-5 Crate Packing List (see Section 4.2).	Yes☐ No☐ Comments:

System Setup: **Date:**

Roll system to the marked location.	☐
Install the grounding connection.	☐
Install the lid hardware and connect the longer hose. Connect the free end to the tank.	☐
Install the fill and drain hardware with the hoses to the tank.	☐

System Startup: **Date:**

Supply power to system	☐
Confirm all hose are connected and tight.	☐
Power up system. Confirm HMI screens are available.	☐
Perform a simulated production run (cold) with run parameters setup by Prospiant. Must have solvent in system.	☐ Good ☐ Bad

…continues on other side

Detach to Complete and Return

System Acceptance:

System Specification Acceptance.

1. The delivered system and accessories match the sales contract.
2. System runs and process per the specification agreed to in the contract.

System Limitation Acceptance.

The system limitations have been explained and running the system outside of these settings voids the warranty. Any alterations to the system (including but not limited to counter resets, software changes, hardware modification) voids the warranty. For more details, review the purchase agreement contract.

ONLY A CERTIFIED OPERATOR SHOULD RUN THE SYSTEM. OPERATING THE SYSTEM WITHOUT A CERTIFICATION MAY VOID THE WARRANY.

Signing below accepts the system as operational and with the understanding of the limitations.

***Failure to sign and return this document to Prospiant Customer Support may void the warranty. Send to: dssupport@prospiant.com**

CUSTOMER SECTION	
Company Name:	
Customer Name:	
Customer Signature:	
Date:	
PROSPIANT SECTION	
Installer Name:	
Date:	

Detach to Complete and Return

1 Safety

Please read and follow all safety and operation instructions.
THE FOLLOWING SAFETY NOTICES ARE GENERAL RECCOMENDATIONS FROM PROSPIANT.

CHECK WITH LOCAL AHJ (Authorities Having Jurisdiction) FOR ALL SITE SAFETY GUIDELINES. PROSPIANT SHALL NOT BE RESPONSIBLE FOR IMPROPER SETUP, MISUSE, DAMAGE TO EQUIPMENT OR FACILITY, INJURY OR DEATH.

ONLY TRAINED PROFESSIONALS WITH A COMPLETE OPERATIONAL UNDERSTANDING OF THE EQUIPMENT AND A FULL UNDERSTANDING OF THE RISKS ASSOCIATED WITH SOLVENT USE SHOULD BE AUTHORIZED TO USE THE EQUIPMENT. THE USE OF SOLVENT HAS RISKS. ANY MISUSE OF THIS EQUIPMENT CAN RESULT IN SEVERE INJURY, INCLUDING BUT NOT LIMITED TO DEATH, DISABILITY AND PROPERTY DAMAGE

1.1 Safety Notices

A **CAUTION** notice indicates a potentially hazardous situation which, if not avoided, may result in minor or moderate injury, or damage to the equipment. Do not proceed beyond a **CAUTION** notice until the indicated conditions are fully understood and met.

A **WARNING** notice indicates a hazardous situation which, if not avoided, could result in death or serious injury.

A **DANGER** notice indicates an immediate hazard which, if not avoided, will result in death or serious injury.

IT IS THE OPERATOR'S SOLE RESPONSIBILITY TO USE EQUIPMENT IN A SAFE MANNER. OPERATOR ASSUMES ALL RISK ASSOCIATED WITH THE USE OF THIS EQUIPMENT AND AGREES THE EQUIPMENT IS ONLY TO BE UTILIZED FOR LAWFUL PURPOSES.

This equipment uses ethyl alcohol (ethanol) or denatured alcohol as a solvent which is a flammable liquid. Improper use may cause solvent to discharge, resulting in an unsafe work environment. Use a properly rated CFM fume hood, personal protective equipment (PPE), and appropriate detectors as required. Maybe add in there or use the provided fan accessory kit sold with unit.

Inhalation of high concentrations of solvent vapor may affect the central nervous system. This is characterized by nausea, headache, dizziness, unconsciousness, and coma. It may cause respiratory tract irritation. In high concentrations, it may cause narcotic effects. Please read the respective Safety Information Sheet for each solvent for further safety information.

NEVER RUN SYSTEM DRY! SYSTEM EQUIPPED WITH MECHANICAL SEAL. Only initiate basket motion with a minimum of 2" (~1 gal) of liquid in vessel.

Once Spin Cycle has ended, DO NOT run additional spin cycles. This may run the seal dry, which may damage the seal over time. The spin cycle has been tuned to both completely dry biomass and maintain seal integrity.

Operator must follow all precautions and safety guidelines to ensure their own safety, the safety of other personnel, and the protection of property.

Always visually monitor fill levels, tanks, valves, and hoses for leakage. While the system is protected with pressure relief valves, care should be taken to ensure overfilling does not occur.

All hoses may contain solvent under slight pressure. Wear proper personal protective equipment (PPE) such as safety goggles and gloves when disconnecting hoses and working around solvent.

Imbalance of the basket may cause major damage to the bearing and shaft assembly and put the operator at risk. Proper mesh filter bag loading is critical. The improper use of the CUP or unapproved modifications may result in serious injury.

Do not attempt to lift lid while basket is in motion. Before opening the lid, be sure that the basket has completely stopped motion.

Component wear varies depending on the amount of usage. Inspect all nuts, bolts, and gaskets before each use. If there is any question about the integrity of a component, replace it immediately.

Do NOT pressurize the vessel's jacket as this is only designed for vacuum

Verify with the AHJ if a solvent gas detector must always be used in and around the extraction zone.

Never apply pressure or vacuum to the system vessel. Vent the vessel to an area safe for release of solvent vapors in accordance with local codes.

The CUP-5 MUST be vented to a location where it is safe to release solvent vapors in accordance with local codes. If installed with optional auxiliary fan kit, route ducting to location safe for fume and per local AHJ requirements.

Solvent vapor is heavier than air and can settle in low places such as pits and drains.

DO NOT use or store equipment or containers where they could be exposed to high temperatures.

This system is NOT equipped with an overfill prevention device. Ensure proper fill levels prior to operation.

All system containers must be checked for accidental pressurization. Depressurize any container prior to opening.

DO NOT sit or stand on the unit for any purpose.

Wearing slip-resistant footwear while operating the system is highly recommended.

1.1 Ethyl Alcohol Safety Information

1.1.1 Emergency Overview

OSHA Vacated PELs: Alcohol: 1000 ppm TWA; 1900 mg/m3 TWA

Flash Point: 16.6° C (61.88° F)

Auto-ignition Temperature: 363° C (685.40° F)

Explosion Limits, Lower: 3.3 vol %

Explosion Limits, Upper: 19.0 vol %

NFPA Rating: (estimated) Health: 2; Flammability: 3; Instability: 0

1.1.2 Personal Protective Equipment

Eyes: Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166.

Skin: Wear appropriate protective gloves to prevent skin exposure.

Clothing: Wear appropriate protective clothing to prevent skin exposure.

Respirators: A respiratory protection program that meets OSHA's 29 CFR 1910.134 and ANSI Z88.2 requirements or European Standard EN 149 must be followed whenever workplace conditions warrant a respirator's use.

1.1.3 First Aid Measures

Eyes: Get medical aid. Gently lift eyelids and flush continuously with water for at least 15 minutes.

Skin: Get medical aid. Wash clothing before reuse. Flush skin with soap and water.

Ingestion: Do not induce vomiting. If victim is conscious and alert, give 2-4 cups of milk or water. Never give anything by mouth to an unconscious person. Get medical aid.

Inhalation: Remove from exposure and move to fresh air immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical aid. Do NOT use mouth-to-mouth resuscitation.

General Information: Containers can build up pressure if exposed to heat and/or fire. As in any fire, wear a self-contained breathing apparatus in pressure-demand, MSHA/NIOSH (approved or equivalent), and full protective gear. Vapors may form an explosive mixture with air. Vapors can travel to a source of ignition and flash back. Vapors will burn if involved in a fire. Flammable liquid can release vapors that form explosive mixtures at temperatures above the flashpoint. Use water spray to keep fire-exposed containers cool. Containers may explode in the heat of a fire.

Extinguishing Media: For small fires, use dry chemical, carbon dioxide, water spray or alcohol-resistant foam. For large fires, use water spray, fog, or alcohol-resistant foam. Use water

spray to cool fire-exposed containers. Water may be ineffective. Do NOT use straight streams of water.

1.2 Denatured Alcohol Safety Information

1.2.1 Emergency Overview

OSHA Vacated PELs: Alcohol: 500 ppm TWA; 1050 mg/m3 TWA

Flash Point: 12° C (53° F)

Auto-ignition Temperature: 376° C (709° F)

Explosion Limits, Lower: 3.3 vol %

Explosion Limits, Upper: 19.0 vol %

NFPA Rating: (estimated) Health: 2; Flammability: 3; Instability: 0

1.2.2 Personal Protective Equipment

Eyes: Wear appropriate protective eyeglasses or chemical safety goggles as described by OSHA's eye and face protection regulations in 29 CFR 1910.133 or European Standard EN166.

Skin: Wear appropriate protective gloves to prevent skin exposure.

Clothing: Wear appropriate protective clothing to prevent skin exposure.

Respirators: A respiratory protection program that meets OSHA's 29 CFR 1910.134 and ANSI Z88.2 requirements or European Standard EN 149 must be followed whenever workplace conditions warrant a respirator's use.

1.2.3 First Aid Measures

Eyes: Get medical aid. Gently lift eyelids and flush continuously with water for at least 15 minutes.

Skin: Get medical aid. Wash clothing before reuse. Flush skin with soap and water.

Ingestion: Do not induce vomiting. If victim is conscious and alert, give 2-4 cups of milk or water. Never give anything by mouth to an unconscious person. Get medical aid.

Inhalation: Remove from exposure and move to fresh air immediately. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical aid. Do NOT use mouth-to-mouth resuscitation.

General Information: Containers can build up pressure if exposed to heat and/or fire. As in any fire, wear a self-contained breathing apparatus in pressure-demand, MSHA/NIOSH (approved or equivalent), and full protective gear. Vapors may form an explosive mixture with air. Vapors can travel to a source of ignition and flash back. Vapors will burn if involved in a fire. Flammable liquid can release vapors that form explosive mixtures at temperatures above the flashpoint. Use water spray to keep fire-exposed containers cool. Containers may explode in the heat of a fire.

Extinguishing Media: For small fires, use dry chemical, carbon dioxide, water fog or alcohol-resistant foam. For large fires, use water fog or alcohol-resistant foam. Use water spray to cool fire-exposed containers. Water may be ineffective. Do NOT use straight streams of water.

1.3 Environmental Safety

In accordance with certification requirements this section includes safety recommendations that apply specifically to the CUP system. Verify that the area is set up properly before installing the system.

The CUP system has been designed to operate safely under the following environmental conditions:

- Indoor use only
- Maximum relative humidity of 75%
- Ambient temperatures of +5°C to +40°C

1.3.1 Fire Suppression

Install an automatic fire suppression system with discharge heads, according to Local and State building codes. The manual release handle should be accessible outside the containment area, and accessible when the operational area is closed. Install two solvent detectors in the work area. Place a manual fire extinguisher with appropriate ratings within the operational area.

1.3.2 Lighting

Area should be well lit with a properly rated configuration. Clearly mark exits with a lighted sign and install emergency lights/battery backup in case of any power failures.

1.3.3 Ventilation

The ventilation system's purpose is to keep accidental liquid and vapor release concentrations low enough to prevent ignition. The exhaust ventilation system should comply with AHJ requirements and should be capable of capturing any solvent vapors, if released.

Local codes may require fans able to extract enough air to match the vapors of a spill ½ the normal working volume (simulating a failure in either the recovery or source container of most of the systems in use, including rotary evaporators, Buchner funnels, etc.) for double the amount of time it would take a worker to safely contain the spill using appropriate tools and procedures. Refer to the local codes and AHJ.

Sanitary areas should be fitted with properly rated HEPA HVAC fan and filter equipment to control contaminants.

1.3.4 Ignition Prevention

All equipment in the hazardous location shall be rated for the location as defined by the Area Classification Drawing in Appendix A.

No open flame devices will be allowed in the fume hood area. Smoking is not permitted in the work area and 'No Smoking' signs should be posted.

No appliances with pilot lights are permitted.

No appliances with the possibility of creating open sparks (i.e., open contacts/relays on most refrigerators, chillers, etc.) are permitted.

No handheld electrical tools may be operated during extraction operations.

1.3.5 Static Control

To reduce the possibility of static electricity sparks, antistatic mats can be placed around extraction and distillation equipment. Equipment will be grounded using grounding straps provided and shall conform to NEC/NFPA guidelines (such as NFPA 77) to help prevent static electricity and discharges.

1.3.6 Lid Switch

The CUP-5 is equipped with a lid switch that, when activated by a closed lid, permits rotation of the basket. Should the lid be improperly removed while the basket is in motion, the operator may access the rotating basket before motion stops and extreme caution should be used to avoid injury. **To avoid injury, do not attempt to bypass or defeat the lid switch and do not remove the lid while the basket is in motion.**

1.3.7 Gas Detection and Monitoring

Since the extraction process utilizes solvent, presence of solvent vapor will be monitored in the work area. Monitoring systems will provide readout and/or a signal that indicates that dangerous levels of flammable vapor have been reached. An additional fixed monitor will be placed in the inlet of the exhaust air fan to monitor solvent vapor evacuation. Gas detection devices will be calibrated on a weekly interval. Refer to the AHJ and local codes.

2 Technical Specifications

Table 2-1 contains the technical specifications for the Delta CUP-5.

Never apply pressure or vacuum to the system vessel. Damage will occur.

Never apply positive pressure to the jacket. It is designed to withstand vacuum conditions only.

Table 2-1: Delta CUP-5 Technical Specifications

Basket Capacity	Solids: 2 - 3.5 lbs. (depending on mill size) Liquids: 5 gallons							
Solvent Port Sizes	INLET: ¾" Triclamp / OUTLET: 1 ½" Triclamp							
Approved Process Solvents	Ethanol, Denatured Alcohol							
Maximum Temperature	+40°C (104°F) Ambient, +21°C (70°F) Solvent Temp							
Minimum Temperature	+5°C (41°F) Ambient, -40°C (-40°F) Solvent Temp							
Maximum Vessel Pressure	Not recommended							
Vessel Vacuum	Not recommended							
Minimum Jacket Pressure	-30 in Hg							
Maximum Jacket Pressure	0 psi (vacuum only)							
Jacket Port Thread Size	½" NPT							
Control System	Programmable Logic Control, HMI Touch Screen							
Speed Set Point and Time Limits	SOAK		AGITATE			SPIN (Fixed Settings)		
		TIME		SPEED	TIME		SPEED	TIME
	Min:	0 min	Min:	100 RPM	1 min	Initial:	500 RPM	-
	Max:	999 min	Max:	250 RPM	999 min	Max:	2500 RPM	1.5 min
Motor Size	1.5HP C1D2 Explosion-Proof Motor							
Input Power Requirement	*CUP-5*: 230VAC 1PH, 50/60 Hz, 13.3FLA							
	(OPTIONAL) Fan Kit: See Appendix A							
Max Power Consumption	*CUP-5*: 2300W							
	(OPTIONAL) Fan Kit: See Appendix A							
Power Cable	*CUP*-5: L6-30P x 15' length							
	(OPTIONAL) Fan Kit: See Appendix A							
Certifications & Approvals	UL 508A, P.S.I. Multi-state							

2.1 Dimensions and Weights

Table 2-2*, Figure 2-1 and* Figure 2-2 show the physical characteristics of the *CUP with and without the auxiliary components*.

Table 2-2: Weights and Dimensions

Weights & Dimensions	L	W	H	Net Weight
CUP-5	37” (94cm)	23” (58cm)	72” (183 cm)	420 lbs. / 191 kg
CUP-5 with Auxiliary Kit	71” (180 cm)	23” (58 cm)	72” (183 cm)	495 lbs. / 225 kg
Optional Fan Kit	See Appendix B			

Figure 2-1: CUP-5 Dimensions

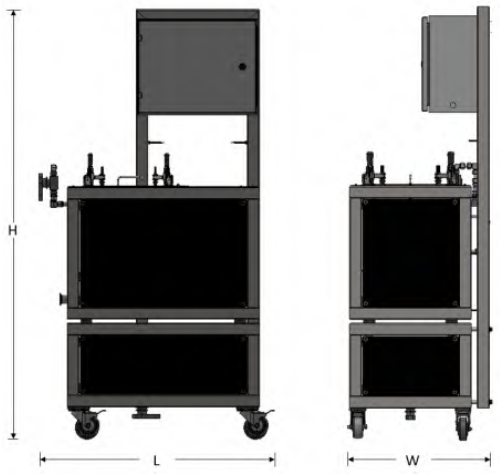
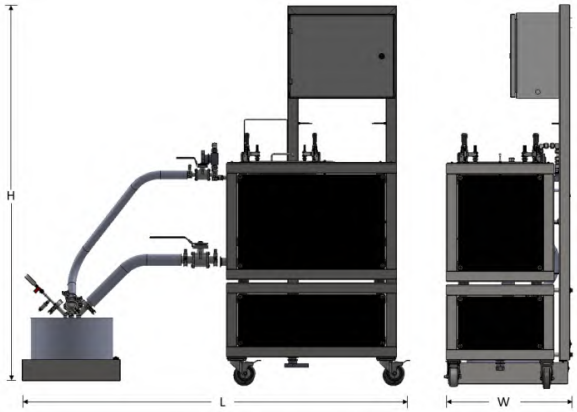


Figure 2-2: CUP-5 Dimensions with Auxiliary Components Kit



The Cup-5 is shipped in a single crate with an approximate size of 74”x37”x82” and approximately 1070 lbs. It can be moved via a forklift. Included in the crate is the system, a box for the keg assembly, and boxes for the optional fan kit. Below is an image of the single crate after removing 3 of the side walls.

3 Site Preparation

3.1 Facilities Setup

- Ensure adequate spacing to install equipment per Equipment Layout Drawing 1 (Figure 3-1) or Equipment Layout Drawing 2 (Figure 3-2) if equipped with optional ventilation fan kit (see Appendix C for further installation instructions).

Figure 3-1: CUP-5 Equipment Layout Drawing 1 (Without Optional Fan Kit)

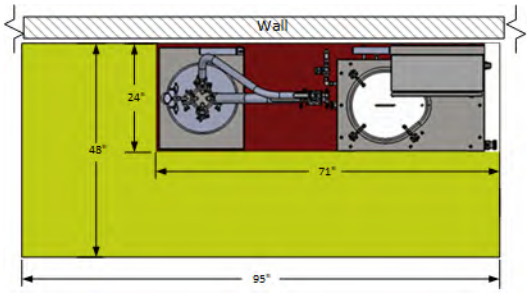
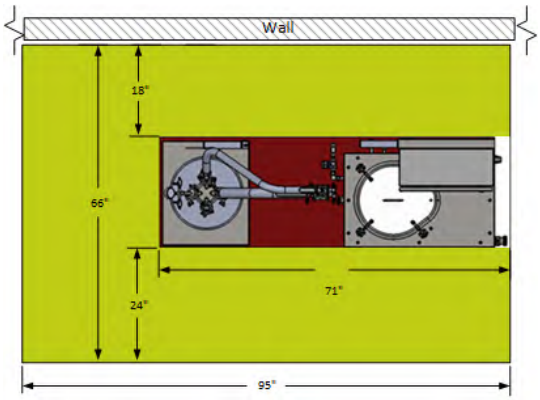
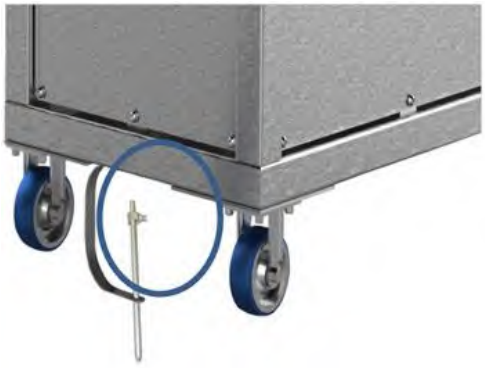


Figure 3-2: CUP-5 Equipment Layout Drawing 2 (With Optional Fan Kit)



- Install required electrical circuits and receptacle per Table 2-1 and per Appendix B (if using optional Vent Fan Kit).
- Install ventilation, fire protection and safety equipment per local AHJ or national codes.
- Provide an earth ground in accordance with NEC and local codes.
- Additional grounding can be accomplished with the provided strap (see Figure 3-3: Example of Grounding Rod at the Tool), in accordance with the local codes and AHJ requirements.

Figure 3-3: Example of Grounding Rod at the Tool



3.2 Work Area Location Preparation

- Roughly mark out the work area as referenced by the Equipment Layout Drawing above (**Figure** 3-1 or Figure 3-2) where the system and auxiliary components will be placed.
- Complete the Pre-Arrival Preparation Checklist in Section 3.3, which includes detailed site preparation steps, and return to Prospiant.

3.3 CUP PRE-ARRIVAL PREPARATION CHECKLIST

TO BE COMPLETED AND RETURNED to Prospiant Support PRIOR TO ARRIVAL OF SYSTEM
Refer to Setup and Installation Section in Section 4.3 of this manual for detailed instructions.

Confirmation Date

	Setup proper ventilation per requirement by AHJ
	Plan to vent solvent vapor from system vent valve on auxiliary PRV assembly.
	Mark out a 8 ft x 4 ft (or 8ft x 6ft if installing optional Vent Fan Kit) area for the Workspace Area
	Mark a 6 ft x 2 ft area within Workspace Area for the system
	Plan and confirm at least a 2 ft. x 2 ft. area to the left of the system to place the keg catch tray and keg.
	Provide grounding rod at the system or earth ground location for the CUP. (Cable not included)
If required by AHJ or local codes:	
	Install gas detection monitoring.
	Install signage indicating the use of solvent and the safety precautions.

☑CUSTOMER TO DO: When completed, please scan and e-mail to dssupport@prospiant.com

4 Installation and Setup

4.1 Lifting and Transport

All lifting and transport must be done using proper handling equipment. The system must always remain in a vertical upright position and never be leaned or turned over on its side.

4.2 Receiving and Unpacking the Crate

Check the Crate for damage. Report any damage immediately to Prospiant and wait for instructions prior to proceeding further.

If crate is in good condition:

- Check tilt and shock indicators and notate condition before removing crate clamps.
- Remove the packing cardboard box and the second nylon packing around the CUP system.
- Remove the system and boxes that contain the connecting components, hoses, and processing kits.
- Check everything removed from the crate for damage. If there is any damage, contact Prospiant immediately and wait for instructions.
- Confirm that the shipment packing list matches the purchase agreement.
- **Items provided with the system are listed in Table 4-1 and identified in Figures 4.1, 4.2, 4.3, 4.4 and 4.5.** *Please ensure everything is included and intact and report any omissions to Prospiant.*

Table 4-1: CUP-5 Crate Packing List

QTY	DESCRIPTION
1	CUP System
1	*Auxiliary Kit (Which Includes):*
1	Keg Catch Tray
1	Inlet Valve
1	Outlet Valve
1	System PRV Assembly and fittings
1	Keg PRV Assembly and Fittings
2	Distillery hoses and fittings: long hose (Fill Hose) and short hose (Drain Hose)
1	Packing List
1	System Manual (Electronic and paper version provided at the time of purchase)
Varies	Mesh Bags / Kegs / Exhaust Fans etc. (Based on purchase contract)

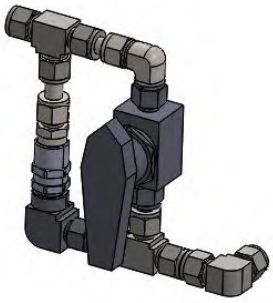
Figure 4-1: Inlet Valve

Figure 4-2: Keg PRV Assembly and Fittings

Figure 4-3: Keg Catch Tray

Figure 4-4: Outlet Valve

Figure 4-5: System PRV Assembly and Fittings

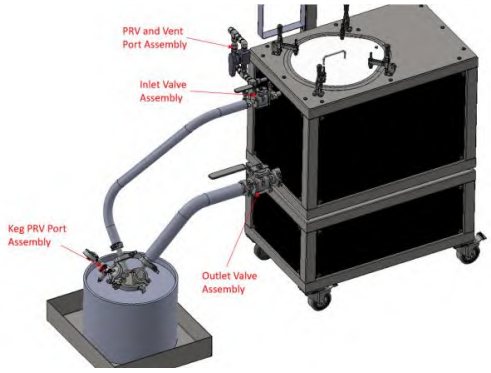


☑ **CUSTOMER TO DO: Complete the "Uncrating" section of the *Installation and Limitation Acceptance Form (see page 7)*.**

4.3 System Setup

1. Roll the system into place. Double-check that all four casters are on level ground. Lock the casters.
2. Leave sufficient space around the front and sides of the system for an unobstructed work area (Figure 3-1) and sufficient area behind the system if installing the optional fan kit. (Figure 3-2)
3. Install the system grounding cable (not included) to the designated grounding location. If using a cable, place the cable in a way to prevent a trip hazard.
4. Ensure that all bonding or grounding straps are suitably attached to an adequate ground.
5. Place the Keg Catch Tray to the left of the system and place the keg inside of it.
6. Install the inlet valve assembly to the 3/4" triclamp port on the left side of the system and connect the longer hose to the input. Connect the free end of this hose to the bottom port of the tank. (See)
7. Install the Keg PRV to one of the two 1.5" triclamp ports on the keg. (See Figure 4-6)
8. Install the System PRV to the ½" vent line compression fitting on the left of the system.
9. Connect the vent hose (not included) to the ½" compression fitting on the System PRV assembly to the left of the system and route the hose to a location rated for solvent vapor. (See Figure 4-6)
10. Install the drain valve assembly and connect the shorter hose to the drain output. Connect the free end of this hose to the top port of the keg. (See Figure 4-6)

Figure 4-6: System Valve Installation Locations



11. Double check all connections to confirm they are tight. The system will vibrate during operation and any loose components may become disconnected.
12. System is ready for startup.
13. Verify that the system is placed in a properly ventilated area that has been approved by local fire marshal / AHJ.

PLEASE CONTACT PROSPIANT IF YOU HAVE ANY QUESTIONS ABOUT INSTALLATION

☑ **CUSTOMER TO DO: Complete the "System Placement" section of the *System Installation and Limitation Acceptance Form (see page 7)*.**

4.4 System Startup

- Confirm that the lid, fill, and drain hardware and hoses are connected.
- Confirm that the vent is plumbed and vents fumes to a safe area.
- Power on the system.
- The system is now ready to operate.

☑**CUSTOMER TO DO: Complete the "System Startup" section of the *System Installation and Limitation Acceptance Form (see page 7)* and then send to Prospiant Customer Support Department at dssupport@prospiant.com**

NOTE: Warranty may be voided if the completed document is not returned to Prospiant.

5 System Overview

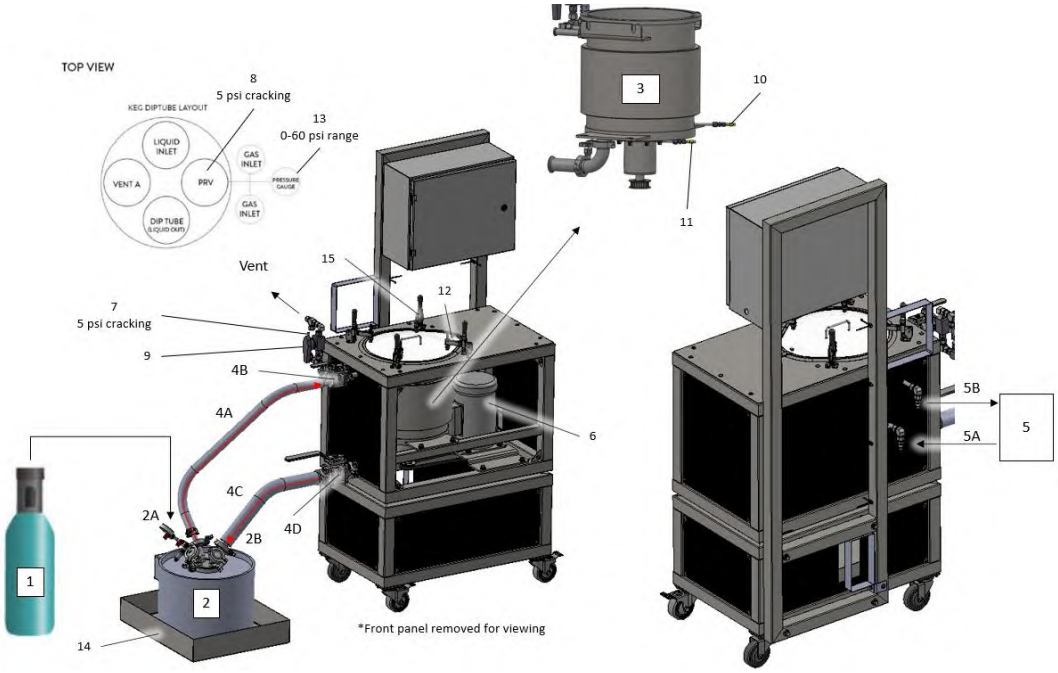
5.1 System Introduction

The *CUP Series Solvent Extraction System* extracts targeted botanical compounds from a variety of plant species using solvent, agitation, and centrifugation.

5.2 System Overview

An overview and description of system components follows ():

Figure 5-1: CUP-5 System Features



The CUP-5 has the following system features: (* indicates features included with the auxiliary kit)

- *1*: *Compressed Nitrogen Tank* (Optional) – For liquid transfer
- *2*: *Stainless Steel Distillery Keg* – For transfer of fresh solvent or storage of infused tincture
- *3*: *CUP-5 Vessel* – The reaction vessel
- *4A*: *Inlet Hose* – (longer hose)
- *4B*: *Inlet Valve* – Used to control filling
- *4C*: *Outlet Hose* – (shorter hose)
- *4D*: *Outlet Valve – Used to control draining*
- *5*: *Chiller or Vacuum Port (Optional)*

5A: *Jacket Port 1 – Connect to chiller or vacuum pump*
5B: *Jacket Port 2* – Connect to chiller or cap if pulling vacuum on jacket
6: *C1D2 Motor* – 1.5HP, explosion proof
7: *CUP Pressure Relief Valve* – 5 PSI cracking pressure
8: *Keg Pressure Relief Valve* – 5 PSI cracking pressure
9: *Pressure Relief Manual Valve* – in the event of pressure or suction build up in system, use this valve to manually release pressure
10: *Solvent Thermocouple* – Installed at the bottom of the vessel and emersed in solvent, will measure solvent temperature to display real time on touch screen
11: *Bearing Thermocouple* – installed for safety
12: *Lid Lock Proximity Sensor* – safety switch that indicates lid closure
13: *Pressure Gauge* – installed on top of keg dip tube, for verifying keg internal pressure
14: *Keg Catch Tray* – catches and contains any potential solvent spillage
15: *Lid Clamps* –Secure and seal the lid to the vessel (4 Places)

5.3 Preparing the CUP-5 for Operation

The CUP arrives factory-tested and inspected for liquid leaks and manufacturing flaws. However, shipping and/or frequent moving of the system can loosen components. **It is the operator's responsibility to check for leaks and damage prior to operation.** It is advised to perform a 'liquid run' check with solvent (no material) to clean the system while inspecting for leaks.

Operator must learn and become familiar with all procedural operations and liquid transfer mechanics prior to use (e.g., system flow diagram, plumbing schematic, liquid transfer operations, and/or pneumatic pump assembly).

5.4 Safety Check Prior to Initial Operation

Before using the system, perform the following system inspections.

1. Open the lid and visually inspect the system, basket assembly and lid seal for cleanliness and damage. Check the inner basket bolt with a torque wrench set to 10 foot-pounds.
2. Confirm the system is plugged into the appropriate electrical service.
3. Check for any blockages within the hoses, inlet valves, and drain assembly.
4. Inspect all tanks, fittings and seals for damage or leaks.
5. Make sure all pressure devices are set to correct parameters.
6. Make sure the ventilation/fume fans (if installed) are turned on.

7. Make sure the grounding straps have been installed correctly and electrically tested with an ohmmeter.

5.5 Precautions and Limitation of Use

Please pay particular attention to the following precautions and system limitations:

NEVER ATTEMPT TO OPEN THE LID WHILE THE BASKET IS IN MOTION!

- Ensure system is placed is on flat, level ground.
- Always power OFF the main control panel when not in use for longer than 60 minutes.
- Never overload the system or use the system with an imbalanced load.
- **Never run the system without a minimum of two inches of solvent (approximately 1 gallon) in the vessel to wet the seal.**
- Ensure proper material loading and balancing of mesh filter bags.
- Only use the system as described in this manual.

5.6 Basic Extraction Process Overview

above depicts a basic overview of the extraction process (red arrows). A simple description of a basic extraction process and how it ties to system components follows. For detailed operational and safety instructions, refer to Section 6 - Operations.

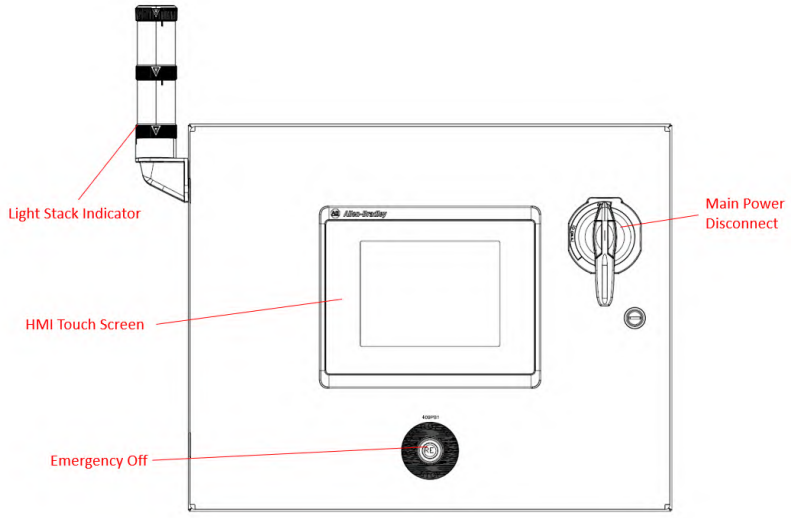
1. Fill the CUP-5 mesh bag (*not depicted*) with biomass, close and secure zipper.
2. Load the prefilled mesh bag into the CUP-5 basket *(3).*
3. Close and secure lid to prepare for solvent transfer. Transfer solvent from the source tank (*2*) to the CUP-5 vessel (*3)* using nitrogen (*1*) or via a pneumatic transfer pump (*not depicted*). In either case, use CUP-5 inlet valve (4C) to control and stop the flow of solvent when the desired level is reached. Fill to the top of the basket and no further.
4. Using the touch screen, initiate preprogrammed bi-directional agitation cycle.
5. Once agitation cycle has ended, open outlet valve *(4D)* to divert tincture back to the source tank (*2*) for further processing.
6. Once tincture has drained from the vessel, the biomass solids are spun dry using centrifugal force to separate the remaining solvent tincture from the biomass.
7. Once the spin dry cycle has ended and CUP-5 basket has stopped motion, open the CUP-5 lid and remove the bag of spent biomass.
8. The CUP-5 system is now ready to receive the next batch of biomass.

9. Steps 1-8 may be repeated until desired saturation levels within the solvent have been achieved.

5.7 Control Panel Overview

Figure 5-2 gives an overview of the main external components of the Control Panel.

Figure 5-2 Control Panel Component Overview



Control panel features include:

- *HMI ("Human Machine Interface") Touch Screen* – Controls system operations
- *Main Power Disconnect* – Cuts power to entire CUP-5 system.
- *Emergency Off* – Immediately stops all operations
- *Light Stack* – Green and red lights Indicate system status as described in Section 5.10.2 below

5.8 HMI Screens Overview

Following are the operational and informational screens within the touch screen control system or HMI (Human Machine Interface).

The CUP-5 HMI features two operational modes:

- *Manual Mode* – Manually input parameters
- *Auto Mode* – Runs saved recipes from recipe screen

5.8.1 Splash Screen

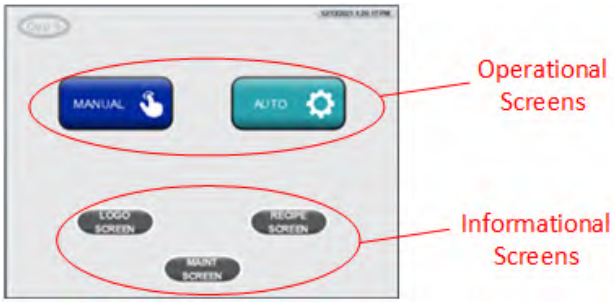
The Splash Screen (Figure 5-3) is the landing page at startup and contains system software version information. Press anywhere to proceed.

Figure 5-3: Splash Screen

5.8.2 Home Screen

Use the Home Screen to navigate between operational and informational screens. (See Figure 5-4)

Figure 5-4: Home Screen



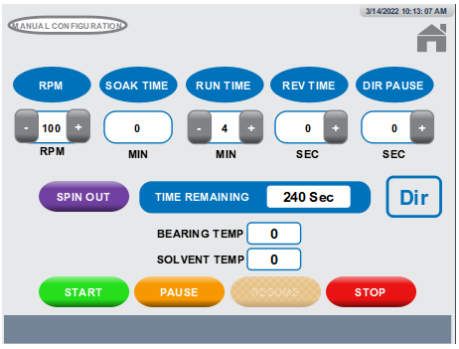
5.8.3 Manual Configuration Screen

Use the Manual Configuration Screen (Figure 5-5) to configure the following operational parameters and to run the system in Manual Mode:

- *RPM*: Sets rotation speed of the basket for manual agitation
- *Soak Time*: Sets dwell time at start of run for biomass to rest in solvent prior to movement
- *Run Time*: Sets total run time of the extraction
- *Rev Time*: Set the duration basket spins in each direction
- *Dir Pause*: Sets the duration basket will stop motion during direction changes

NOTE: Limits for speed and duration set points can be found in Technical Specifications Table 2-1

Figure 5-5: Manual Configuration Screen (Example)



The Manual Configuration Screen contains the following operational buttons:

- *Start*: Begins manual agitation cycle (See Figure 6-8 for operational reference)
- *Pause*: Temporarily stops manual agitation cycle
- *Resume*: Used to resume manual agitation cycle after "Pause" has been pressed. Only appears when "Pause" button is activated
- *Stop*: Ends the manual agitation cycle
- *Spin Out*: Initiates a spin cycle (see Figure 6-9 for operational reference)

This screen also displays bearing temperature (deg F), solvent temperature (deg F), and the basket spin direction (forward or reverse).

5.8.4 Auto Configuration Screen

Use the Auto Configuration Screen (Figure 5-6) to run user configurable recipes in Auto Mode. For more information on configuring recipes, see Section 5.8.5 below. Limits for the speed and duration set points are the same as the manual configuration mode and can be found in the Technical Specifications Table 2-1.

Figure 5-6: Example Auto Configuration Screen

The Auto Configuration Screen features include:

- *Recipe Selection Button*: Recipes 1-10 are listed at the top of the screen. Selecting an individual box will select that recipe to run.
- *Recipe #*: Displays the recipe number selected
- *Recipe Name*: Displays the recipe name selected
- *Current Step*: Displays the step that the recipe is currently running
- *Remaining Step Time*: Displays the remaining time on the current step
- *Speed Set Point*: Displays the current speed and direction of the step
- *Manual RPM Override*: Manually overrides the step RPM (1 RPM increments)
- *Bearing Temp*: Displays the bearing temperature
- *Solvent Temp*: Displays the solvent temperature

NOTE: On the Auto Configuration Screen, the *Start*, *Pause*, *Resume* and *Stop* function buttons control the functions of running the recipe selected at the top of the Auto Configuration Page.

5.8.5 Recipe Configuration Screen

On the Recipe Configuration Screen (Figure 5-7), the agitation cycle parameters can be saved for easier access. Ten recipes are available for configuring and each recipe has 25 configurable steps.

Figure 5-7: Recipe Screen

Recipe Configuration Screen features include:

- *Recipe Name*: Customizable name for each recipe
- *# of Steps*: Number of steps in respective recipe
- *Soak Time*: Time at start of recipe for biomass to sit in solvent before spinning and agitation begins
- *Agitate*: Enable or disable direction changes for agitation cycle
- *Pause at End of Step*: Enables a pause between each step; when enabled, requires a manual restart to continue to the next step
- *Dir Change Pause Time*: Time basket stops spinning between direction changes

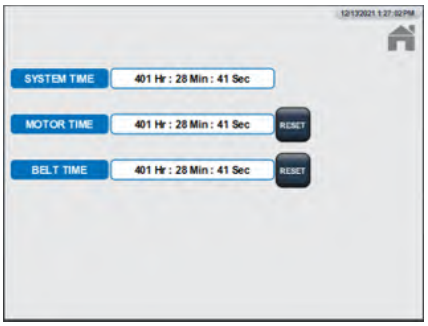
Configure the following parameters for each step:

- *Step Speed (RPM)*: Rotation speed of the basket
- *Dir Changes #*: Number of direction changes
- *Dir Time*: Time basket spins in each direction
- *Cycle Total Time*: Indicates the total calculated agitation time for the selected recipe

5.8.6 Maintenance Info Screen

Pressing the *Maint Screen* button on the Home Screen navigates to the Maintenance Info Screen (Figure 5-8). This screen contains system time, motor time and belt time for general maintenance purposes. Motor time and belt time may be reset after maintenance whereas system time is not resettable.

Figure 5-8: Maintenance Info Screen

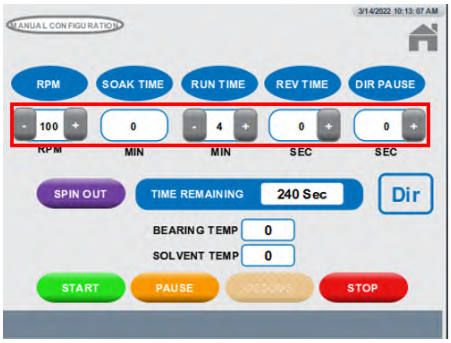


5.9 Changing Parameters

To change the RPM, cycle times or other parameters within each mode:

1. Touch inside the parameter box you want to change. (Figure 5-9 shows example parameter boxes on the Manual Spin screen)

Figure 5-9: Parameter Boxes



2. Using the pop-up keypad that appears, enter a number that is between the Min and Max boundary of that parameter set point. (Figure 5-10)

3. Press the *OK* button.

   NOTE:
   - The minimum and maximum values for parameter will be displayed on the respective keypad dialog box.
   - Each parameter's control boundary is factory set. For limits, see Table 2-1

Figure 5-10: Pop-up Keypad

5.10 Alarms and Indications

5.10.1 Light Stack Indications

A light stack is included on the left side of the control panel box. Red and green light indication is used for the following functions:

Solid Green Light: Auto or manual configuration mode is active
Flashing Red Light: A system fault has occurred
No Light: System is not running and there are no faults

5.10.2 System Alarm and Fault Codes

When a system fault is triggered, a pop-up banner will display at the bottom of the HMI screen. (See Figure 5-11). Table 5-1 lists the Alarms, what fault or alarm states they indicate and the system response to each state. To clear the fault state, follow the resolution instructions and press *Fault Reset*.

Figure 5-11: Example Alarm Banner

Note: Fault Reset *Button is above the* Stop *button*

Table 5-1: System Alarms/Faults vs. System Operation

Alarm Message to Operator	System Response
Drive Bearing Over Temp Fault	System temperature nearing 135 deg F. System will shut down and a fault reset button will appear. The fault reset button must be manually pressed to reset the fault.
System E-Stop Pressed Fault	System will shut down and a fault reset button will appear. System will not operate until ESTOP is depressed and the fault reset button is pressed.
VFD Fault	System will shut down and a fault reset button will appear. The fault reset button must be manually pressed to reset the fault.
Cup Lid Not In Place Fault	System disabled if lid is open. A fault reset button will appear and must be manually pressed to reset the fault.

6 Operations

This chapter introduces a detailed example of a basic extraction process. Depending on materials used and desired system output, the details within each step of the process may be different.

Prior to Extraction

ONLY TRAINED PROFESSIONALS WITH A COMPLETE OPERATIONAL UNDERSTANDING OF THE EQUIPMENT AND OF THE RISKS ASSOCIATED WITH SOLVENT USE SHOULD BE AUTHORIZED TO USE THE EQUIPMENT. THE USE OF SOLVENT HAS RISKS. ANY MISUSE OF THIS EQUIPMENT CAN RESULT IN SEVERE INJURY, INCLUDING BUT NOT LIMITED TO DEATH, DISABILITY AND PROPERTY DAMAGE.

This equipment uses high-proof solvent. Solvent is a flammable liquid. Improper use may cause solvent to discharge, resulting in an unsafe work environment. Use a properly rated CFM fume hood, personal protective equipment (PPE), and appropriate detectors.

Operator must follow all precautions and safety guidelines to ensure their own safety, the safety of other personnel, and the protection of property.

6.1 Detailed Extraction Process

The extraction process follows these steps:

1. System Inspection and Power Up
2. Using the Insulating Jacket
3. Chilling the Solvent
4. Material Preparation
5. System Loading
6. Solvent Filling
7. Agitation Wash Cycle
8. Draining System
9. Spin Drying Cycle
10. Unloading the System
11. Cleaning the System

6.1.1 System Inspection and Power Up

Prior to powering up the system:

- Verify that the valves are set as follows:
  - Lid inlet valve: **OPEN**
  - System outlet valve: **CLOSED**
  - System vent valve: **OPEN**
    (Make sure the vent is piped to a safe place for solvent vapor)
- Turn the Control Panel power switch to **ON**.

NOTE: The system PLC and HMI power up sequence usually takes 1 - 2 minutes and will display the Splash Screen once powered up.

6.1.2 Pulling Vacuum In or Chilling the Jacket

When pulling vacuum on the jacket, it will be necessary to provide an NPT plug, valve and fittings rated for vacuum service. When doing so, observe the following precautions:

- Install an NPT plug in one of the two jacket ports.
- Install a valve rated for vacuum on the other port and connect vacuum system to this valve.
- Open the valve, pull vacuum and then close the valve once the desired vacuum pressure has been reached. See Table 2-1 for maximum vacuum pressure specification.

When chilling the jacket, observe the following precautions:

- Chilling with a low-pressure open bath chiller is recommended
- A standard glycol water mixture is recommended to chill the jacket
- Observe the minimum solvent temperature specification detailed in the Technical Specifications Table 2-1. Do not chill below this temperature as it may damage seals.

6.1.3 Chilling the Solvent (Optional)

Solvent may be pre-chilled in an explosion-protected freezer or chilling system to the desired temperature.

THE CUP-5 IS ONLY RATED TO -40° C!
Operation of the CUP below -40°C will void the system warranty and may cause system damage. **DO NOT OPERATE BELOW -40°C.**

6.1.4 Preparing the Material

1. Prepare the wet or dry biomass by milling it to a medium-coarse grind (1/8” - 1/4” mill size) prior to loading into the mesh filter bag.

2. Note the input weight of the material to be loaded into the primary mesh filter bag. Make sure it is within the system weight limits (refer to Table 2-1).

6.1.5 Loading the Mesh Filter Bag

An unbalanced basket can cause major damage to the bearing assembly and excessive wear on the system. Proper loading of the mesh filter bag is VERY important. Always make sure that you pack the material evenly as you go, by layering and lightly packing each layer. Repeat until the material is evenly distributed. AVOID STEMS AND STICKS AND UNEVEN LOADS WHENEVER POSSIBLE. THE MORE HOMOGENEOUS THE BIOMASS THE BETTER.

Load the predetermined amount of wet or dry biomass into the 80-micron primary mesh filter bag. Follow the max rated weight capacity for the CUP-5 system per the specifications table (See Table 2-1) Ensure the bag is fully closed and that the zipper is secured.

6.1.6 Loading the System Basket

1. Gently place the preloaded mesh filter bag into the system basket keeping the material equally distributed.

2. Close the lid and securely fasten all lid clamps before proceeding. **NOTE: the machine will not run unless the lid is closed.**

6.1.7 Filling the Vessel with Solvent

The CUP vessel can be filled with solvent from the source tank using two methods: using a pneumatic transfer pump or by nitrogen.

6.1.7.1 Using a Pneumatic Transfer Pump to Transfer Solvent

1. Contact our customer support team for recommended pneumatic pump specs.
2. Verify that the hose from the source tank to the pump inlet is properly connected.
3. Verify that the hose assembly from the pump outlet to the system lid is properly connected.
4. Set your air compressor regulator to the applicable pump specifications. Let the air compressor reach the desired pressure in the tank before use.
5. Connect the air compressor throttle valve hose to the transfer pump.
6. Open the solvent source tank valve and slowly turn the throttle valve to begin the liquid transfer into the system.
7. Monitor the air flow to the pump to ensure the flow is consistent with the manufacturer's recommendations for safe pump operation.

WARNING Always visually monitor fill levels, tanks, valves, and hoses for leakage. While the system is protected with pressure relief valves, care should be taken to ensure overfilling does not occur.

6.1.7.2 Using Nitrogen-Assist to Transfer Solvent

The following procedure is recommended for moving fluids into the CUP using nitrogen assisted pumping and system kegs.

This procedure requires the use of the following:

- Nitrogen bottle
- Prospiant requires a regulator with the following specifications:
  - UL Listed
  - 3000 PSI inlet pressure
  - Capable of regulating the outlet pressure between 1 and 10 PSI.
- Pneumatic line suitable for nitrogen service with a ¼" female JIC fitting on one end (the other end will need to be compatible with the regulator).

PROCEDURE

1. Close all valves on the holding vessel's Dip Tube Manifold. (Figure 6-1)

Figure 6-1: Dip Tube Manifold Ball Valve in Closed Position

2. Attach the Regulator to the Nitrogen Tank. Use a wrench to tighten the connection and then attach the ¼" Pressure Hose to the Nitrogen Tank Regulator. Use a wrench to tighten the connection. *(*Figure 6-2*)*

Figure 6-2: Regulator and Nitrogen Tank Connection

3. Attach the other end of ¼" Pressure Hose to Dip Tube Manifold. Make sure the mini ball valve is closed. Use a wrench to tighten the hose-to-JIC fitting. (Figure 6-3)

Figure 6-3: Pressure Hose to Dip Tube Manifold Connection

4. Open the main valve on the nitrogen tank. The gauge on the right shows tank pressure. (Figure 6-4)

Figure 6-4: Main Valve Tank Pressure

5. Slowly turn the knob on the regulator until 1-2 PSI max shows on the left gauge. (Figure 6-55)

Figure 6-5: Regulator Pressure at 15 PSI

6. Close the CUP-5 inlet valve and drain valve.

7. Confirm vent is unobstructed and vented to a space safe for solvent vapor

8. Open ¼" Ball Valve on Dip Tube Manifold to pressurize the holding vessel. (Figure 6-6)

Figure 6-6: Dip Tube Manifold Ball Valve in Open Position

9. Open the CUP-5 Inlet Valve and begin filling. View liquid fill levels through the lid and close the Inlet Valve when the desired fill level is achieved – **Fill only to the top of the basket**.

WARNING

Always monitor the filling procedure and close the inlet valve when liquid is coming to an end (you may see sputtering).

WARNING

Always visually monitor fill levels, tanks, valves, and hoses for leakage. While the system is protected with pressure relief valves, care should be taken to ensure neither overfilling nor pressurization of the CUP vessel occurs.

6.1.8 Running the Agitation Wash Cycle

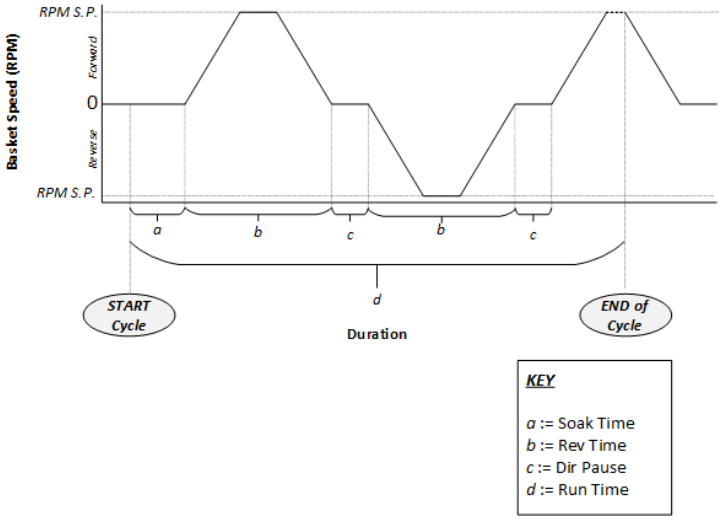
After solvent is transferred into the system and the vessel is filled to the top of the basket, initiate either the Manual or Automatic programmed wash cycle. From the Operator Control Panel, select either the Manual Mode or Automatic Mode and press *Start* begin cycle. If programmed, the system will first remain at zero speed for the biomass to soak in the solvent for the desired soak time and then it will initiate a pre-programmed bi-directional agitation aimed at removing all targeted botanical compounds. The system will pause motion between direction changes for the programmed direction pause time, if desired. Once the agitation cycle ends, the basket will stop motion and the operator will be informed the cycle is complete on the HMI Screen. Press the *Confirm Complete* button (Figure 6-7) to acknowledge end of cycle.

Figure 6-7: Confirm Complete Button

NOTE: Use Prospiant closed mesh CUP-5 filter bags only.

The Agitation Cycle follows the speed profile depicted in Figure 6-8:

Figure 6-8: Agitation Cycle Speed Profile



NOTE: In Auto Mode, Rev Time and Dir Pause may vary between each recipe step.

6.1.9 Draining the System

Upon completion of the wash cycle, open the outlet valve and drain the solvent solution to a properly rated storage vessel for further processing. Drain the system completely (approximately two minutes).

Do not run Spin Cycle while liquid remains in the vessel as it may cause excessive wear and/or vibration during spin cycle. Wait until basket is empty to begin Spin Cycle.

6.1.10 Running the Spin Dry Cycle

The Spin Dry Cycle uses centrifugal force to remove the remaining solvent tincture remaining within the biomass after the washing process is complete. The Spin Dry Cycle is a preconfigured cycled program designed to remove most of the solvent from the biomass while protecting the integrity of system components.

From the HMI Panel, select the *Manual Configuration Screen* and press the *Spinout* button and the basket will automatically start spinning and the system run through the preprogrammed Spin Cycle. Once the Spin Out cycle ends, the basket will stop motion, the light stack will de-luminate and the operator will be informed the cycle is complete on the HMI screen. Press *Confirm Complete* button to acknowledge end of cycle.

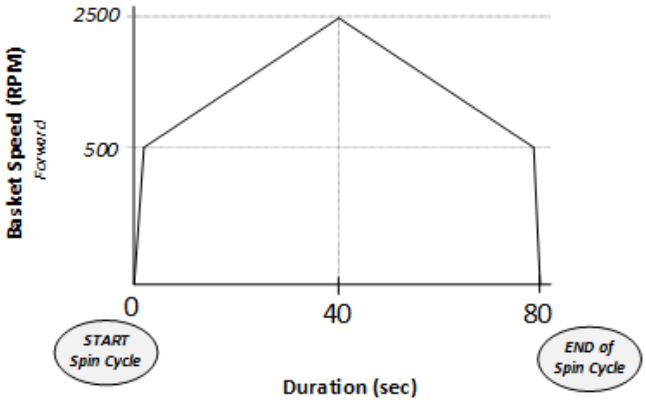
Never leave the system unattended during the Spin Dry Cycle. Always monitor the system for excessive vibration. If excessive vibration occurs at any point, immediately push the Emergency Stop button on the front of the Operator Control Panel, repack back and try again.

Never initiate spin cycle with a vessel full of liquid.

Once Spin Dry Cycle is complete, do not initiate additional Spin Dry Cycles. The preconfigured spin cycle removes the majority of solvent from the biomass. Running repeated Spin Cycles on the same biomass runs the risk of damaging the seal which may lead to leaks.

The Spin Cycle follows the speed profile depicted in Figure 6-9:

Figure 6-9: Spin Cycle Speed Profile



6.1.11 Unloading the System

Upon completion of the Spin Dry Cycle, unload the system by opening the lid and removing the mesh filter bag with spent biomass from the basket.

6.2 Cleaning the System

The system should be wiped down after every use and must be cleaned if a spill occurs. All accessories and working surfaces must be cleaned if a spill occurs.

Suitable cleaning agents are solvent, limonene, and warm water. Only use non-abrasive cleaning utensils and **never** use abrasive cleaning products.

6.2.1 Clean in Place (CIP) Procedure

1. Fill system with 2” or approximately 1 gallons of solvent.
2. Close the lid and run the following manual cleaning sequence:
    - Select the Manual Configuration Screen button from the Home Screen
    - Set the RPM to *250RPM*, the cycle time to *10 minutes* and the rev time to *10 minutes*
    - Press *START* on the Manual Configuration Screen.
3. Once motion stops, drain the system.
4. Inspect and then re-fill and repeat steps 1 thru 3 above as needed.

7 System Maintenance & Support

Periodic maintenance is essential for safe and proper operation of the CUP system. Replace worn components immediately.

Using third party replacement components voids your warranty and invalidates the engineering peer review of this equipment. Contact Prospiant Customer Service if you have replacement part needs.

Component wear varies depending on the amount of usage. Inspect all nuts, bolts, and gaskets around the vessel lid. Tighten to ¼ turn past the contact point or, if using a lock washer, when the washer is flat. If there is any question about the integrity of a component, replace it immediately.

Refer to Table 7-1 for the recommended inspection and replacement schedule for the components listed.

7.1 System Maintenance Schedule

Table 7-1 contains maintenance and replacement schedule for system components.

Table 7-1: System Maintenance Schedule

Component	Inspection Interval	Maintenance / Replacement Schedule	Reorder Part Numbers
Drive Belt	Monthly	12 – 18 months	BELT_01
Hoses	Before each use	3 – 6 months	Inlet Hose: CUP_FLEX-3_4 Drain Hose: CUP_FLEX-1-1_2
Lid Gasket	Before each use	6 – 12 months	755-00058
Tri-Clamp Gasket	Before each use	6 – 12 months	¾" Inlet Line Gasket: 3_4 SANI GASKET G 1.5" Drain Line Gasket: 1-1_2 SANI GASKET G
Sanitary Clamp	Before each use	12 – 18 months	¾" Inlet Clamp: 3_4 WINGNUT CLAMP 1.5" Drain Clamp: 745-00330
Pressure Relief Valve	Before each use	12 – 18 months	System P/Relief Valve: RELIEF 8MNPT-8FMNPT 5 Keg P/Relief: 740-00077
Ball Valves	Before each use	12 – 18 months	Inlet Ball Valve: BALL 12SANI-12SANI Drain Ball Valve: BALL 24SANI-24SANI Vent Ball Valve: BALL 8TF-8TF 43G

Contact Prospiant at 707-222-6066 or dssupport@prospiant.com for more information on maintenance specifications, replacement parts and support questions.

8 Troubleshooting

Please contact us directly if you experience any problems with your CUP system.

Prospiant Customer Support
707-222-6066
dssupport@prospiant.com

APPENDIX A: Exhaust Fan Kit Setup

Facilities requirements, receiving and setup instructions for the CUP-5 Exhaust Fan Kit follow. For additional information about exhaust fan requirements, specifications, assembly, and setup, refer to the manufacturer's manual in Appendix C.

1.1 Specifications

Table 2 below contains the Technical Specifications needed for installation and assembly of the CUP-5 Exhaust Fan Kit. For additional technical information about the fans specifically, see Appendix C.

Table 2: Fan Kit Technical Specifications

Fan Weight	75 lbs (each)
Dimensions	21.5" Depth X 16.5" Length x 21.375" Height
Displacement Capacity	660 CFM max (per fan)
Power Requirements	110VAC 1PH, 60 Hz, 8.8FLA (per fan)
Electrical Circuit Size	Size for 60A inrush starting amps for each motor
Cord Type	NEMA 5-15P Adapter x 8' cord per system

1.2 Facilities Setup

- Locate the fans within the input hose length of system
- Locate and install two NEMA 5-15R receptacles within the cord length for each fan (NOTE: installing a switch near the CUP-5 system that controls both fan receptacles may be more convenient for the operator during system use)
- Locate the system to create sufficient clearance for ducting connections behind the machine
- Designate a safe location to vent the exhaust fan outlet within the ducting length reach and install proper hose duct brackets

1.3 Receiving

Confirm receipt of all components in the Exhaust Fan Kit from the Packing List in Table 3.

Table 3: Exhaust Fan Kit Packing List

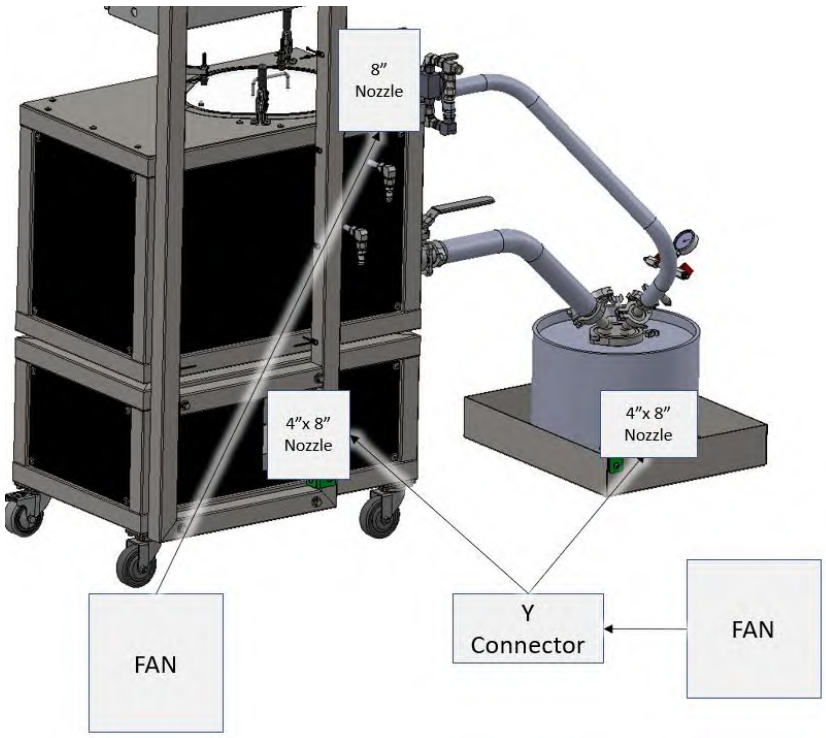
QTY	DESCRIPTION
2	Exhaust Fans – EBR-75
2	6" dia x 10' L Ductwork
1	8" X 8" Nozzle

2	4” dia x 5’ L Ductwork
2	4” x 8” Nozzle
1	Y Connector
4	6” Hose Clamps
4	4” Hose Clamps
1	Fastener Kit

1.4 Exhaust Fan Kit Assembly Layout

The following diagrams depict the basic layout of ducting, fittings, connectors and clamps for the exhaust fan kit. The CUP-5 system comes with the 8” and 4”x8” exhaust fan nozzles pre-installed to the system. The 6” ductwork from one fan will connect to the 8” nozzle and the two 4” ductwork will connect to the two 4”x 8” nozzle. A schematic of the ductwork and fan connections is found in Figure 8-1.

Figure 8-1: Exhaust Fan Schematic on System:



Step 1: Begin assembly by laying out the required fittings for each exhaust fan based on the arrangements in Figure 8-2 and Figure 8-3.

Figure 8-2: Top Exhaust Fan Component Layout

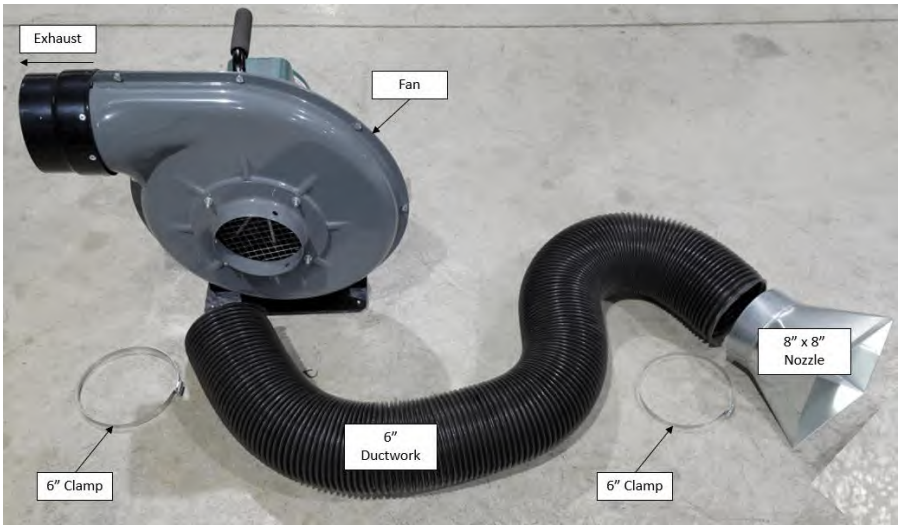
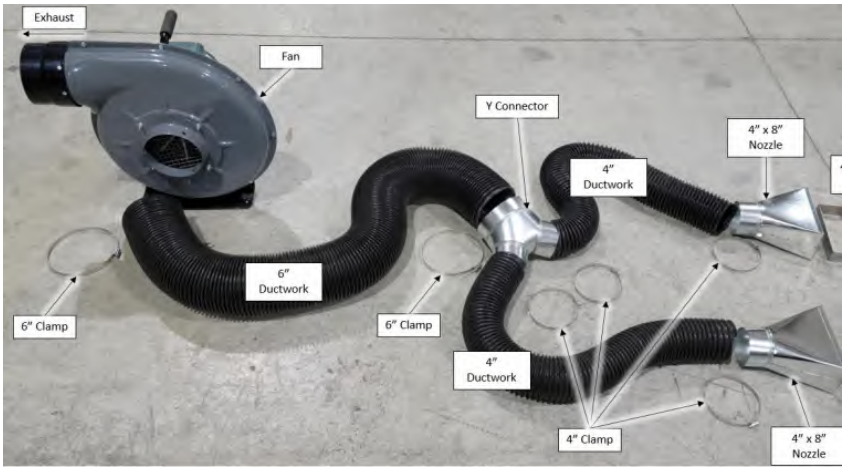


Figure 8-3: Bottom Tray and Keg Catch Tray Exhaust Fan Component Layout



Step 2: Assemble the portions of each duct assembly. Note, exhaust fans can be placed anywhere (even in another room) so long as the provided length ductwork can between the system and the fan and the duct length does not exceed the fan manufacturer's recommendations (see Appendix C). Ensure the correct duct is connected to the correct port on the fan (see Figure 8-4 for identification).

Figure 8-4: Exhaust Fan Port Identification

1.5 Operation

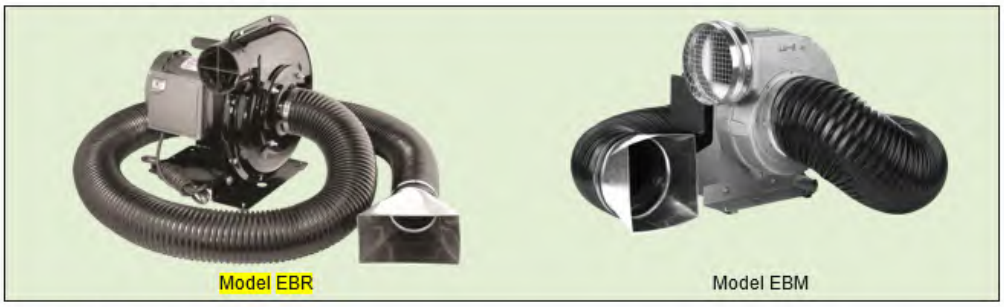
Fans are controlled independently of the CUP-5 system. There is an on/off switch on each fan that needs to be activated before running the system.

Fans must be turned on during CUP-5 operation to remain compliant.

APPENDIX B: Exhaust Fan Manufacturer's IOM

cincinnati fan

Portable Fume Exhauster-Blower



Model EBR | Model EBM

APPLICATIONS

This Fume Exhauster-Blower is designed for continuous operation. With the hose on the inlet, fumes and smoke are drawn away from the operator at welding, soldering, brazing and etching operations. Switch the same hose to the discharge to supply fresh air for workers inside tanks, manholes and other confined areas. One Fume Exhauster-Blower does the job of two fans.

EXHAUSTER-BLOWER BENEFITS

- Frame is designed for portable or stationary mounting.
- Tote handle, 10 feet of polypropylene hose and steel nozzle are standard.
- Same hose fits on inlet to exhaust and on discharge to blow.
- **EBR** models are AMCA Type B spark resistant, with inlet & outlet guards. **EBM** models are AMCA Type C spark resistant, with inlet & outlet guards.
- 3 Rubber pads under base to eliminate creeping during operation.
- **EBR** models have a cast aluminum wheel and a 14 gauge steel blower housing with a powder coated, gloss black finish.
- **EBM** models have a steel, forward curve multi-vane wheel and a cast aluminum blower housing.
- All models proudly made in the U.S.A. ***Not imported.***

MOTOR BENEFITS

- Totally Enclosed (TEFC or TENV) motors are standard. EXP motors available on all models except EBR-200 with a single phase motor.
- Standard motors are 115/230 Volt, 1 Phase, 60 Cycle or 230/460 volt, 3 Phase, 60 Cycle. 575 Volt and 50 Cycle motors are also available.
- Switch, 8 foot cord and 115 volt, three prong grounded plug standard on all single phase, 60 cycle, TEFC, 1/4 to 1 Horsepower motors.
- All motors are continuous duty with sealed ball bearings. No bearing lubrication is required.
- All motors are UL and CSA listed.

Specifications

Model No.	Motor HP	Motor RPM	Max. CFM ①	Max. SP ②	Air Velocity (FPM)	dBA @ 5 Ft.	Material Type: Housing	Material Type: Wheel	Wheel Size	Inlet & Outlet Size	Hose Size	Nozzle Open Size	Full Load Amps ③: 115 Volt 1 Phase	Full Load Amps ③: 230/460 V 3 Phase	Approx. Ship. Weight ④
EBR-50	1/2	3450	395	5.3"	4524	72	14 Gauge Steel	Cast Alum. Radial	9 x 2 7/8	4"	4" x 120"	4" x 8"	6.8	1.9/.95	62
EBR-75	3/4	3450	660	4.5"	3360	80			9 x 2 7/8	6"	6" x 120"	8" x 8"	8.8	2.4/1.2	73
EBR-100	1	3450	785	7.3"	3996	82			11 x 3 BC	6"	6" x 120"	8" x 8"	11.2	3.2/1.6	77
EBR-150	1 1/2	3450	885	7.9"	4506	83			11 x 2 3/4	6"	6" x 120"	8" x 8"	16.0	4.4/2.2	84
EBR-200	2	3450	985	9.8"	5015	85			12 x 2 7/8	6"	6" x 120"	8" x 8"	20.0	5.6/2.8	98
EBM-25	1/4	1750	340	1.0"	1731	69	Cast Alum.	Steel Multi-vane	6.3 x 3.5	6"	6" x 120"	8" x 8"	5.4	1.3/.65	53
EBM-75	3/4	1750	910	2.3"	2606	74			8.3 x 4.1	8"	8" x 120"	8" x 8"	11.0	3.0/1.5	75
EBM-100	1	3450	670	3.7"	3411	69			6.3 x 3.5	6"	6" x 120"	8" x 8"	11.2	3.2/1.6	64

① Maximum CFM with 10 feet of hose and nozzle on the inlet or discharge. ***Removing the hose and nozzle will overload the motor.***
② Maximum additional static pressure at which point there will be no airflow. SP (static pressure) is measured in inches of water gauge (SPWG).
③ Starting amps are approximately 6-7 times the full load amps. Full load amps shown are subject to change with motor types and/or vendors. All 1/4 to 1 Horsepower, 1 Phase, TEFC motors come with an 8 foot cord, 3 prong grounded plug and switch pre-wired for 115 Volt, 1 Phase, 60 Hertz.
④ Approximate gross weights with standard TEFC motors. EXP motors will increase the weight. Weights subject to change without notice.

Catalog #FEB-409
Supersedes FEB-108

1

Exhausting contaminated air

If you will be using this blower to exhaust contaminated air from an operation such as welding, the fumes collected should be piped to the outside. Locate the unit as close as possible to both the operation and the outside of the building. The airflow will be reduced about 5-15 CFM for every additional foot of hose or duct installed, not including the 10 foot section of hose supplied with the unit. Each 90° change in air flow direction (as with an elbow) will reduce the airflow approximately 1520 CFM.

Suggested Welding Nozzle Locations

WELDING ZONE	Minimum CFM ▲	
	Plain Duct	Flanged Nozzle or Cone Nozzle
Up to 6" from arc or torch	335	250
6" to 9" from arc or torch	755	560
9" to 12" from arc or torch	1335	1000

▲ Per American Conference of Governmental Industrial Hygienists in the Industrial Ventilation Manual of Recommended Practices.

⚠ DANGER

All fans & blowers shown have rotating parts and pinch points. Severe personal injury can result if operated without guards. High electrical voltage can cause severe injury or death. Disconnect or lock out from power source and let motor come to a complete stop before inspecting, servicing or moving.

Supplying fresh air:

Supplying fresh air to workers can be a simple operation or a very complex problem. If the worker is in a room, the required fresh air supply is generally an easy calculation. If the worker will be in an underground tank or manhole, the fresh air requirements can be a very complex problem. If there are caustic, flammable, or explosive chemicals, materials and/or air saturations present, that makes the problem that more difficult.

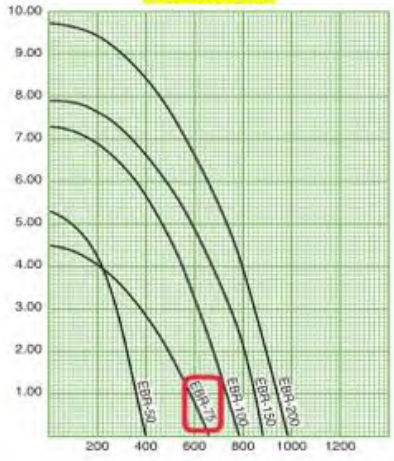
⚠ DANGER

Before any person is permitted to enter a tank, manhole or other confined space, the proper ventilation equipment must be in place and operating properly. Selection of the proper fresh air supply equipment must meet all applicable safety standards for the operation(s) that will be performed in the confined space. The presence of any caustic, flammable or explosive materials, either previously or currently in the confined space, must be considered in the proper selection of the ventilation equipment. The same criteria must be used in selecting the proper motor that will be driving the ventilation equipment. The ventilation equipment must also be located the proper distance away from the confined space so it will not recirculate exhausted air from the confined space. **Consult your local fire department and OSHA for assistance.**

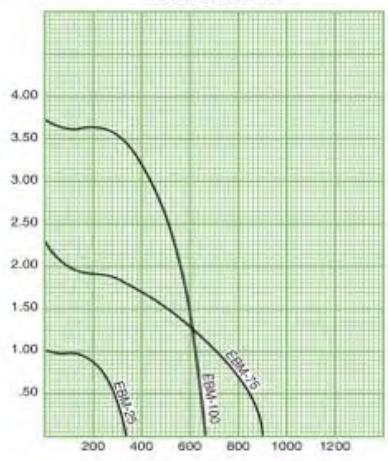
PERFORMANCE CURVES

Fume Exhauster-Blower performance was derived from data as tested per AMCA Standard 210. All models were tested with 10 feet of flexible hose and a nozzle mounted on the inlet, and with inlet and discharge guards installed.

EBR Models



EBM Models



ACCESSORY PARTS

Suction Nozzles

Type A Square

PART NO.	HOSE SIZE	NOM. NOZZLE OPENING
51014	3"	4" x 4"
51012	4"	4" x 8"
51030	6"	8" x 8"
51031	8"	8" x 8"

Material: 26 gauge galvanized steel

"Y" Connectors for 2 Hoses

PART NO.	NOM. SIZE
51007	4" to 3" x 3"
51005	6" to 4" x 4"
51001	8" to 6" x 6"

With draw lug on large end.
Material: 26 gauge galvanized steel.

Flexible PVC Hose

Temp. range: +20° F. to +160° F.

PART NO.	SIZE I.D. x Length
31623 PP	3" x 60" long
31624 PP	4" x 60" long
31626 PP	6" x 60" long
31627 PP	8" x 60" long
31628 PP	4" x 120" long
31629 PP	6" x 120" long
31630 PP	8" x 120" long

Hose Kits

2: clamps, 1: sleeve and 1: 60" long hose

PART NO.	SIZE
31053 PP	3"
31054 PP	4"
31056 PP	6"
31327 PP	8"

Hose Clamps

Carbon steel band and screw.

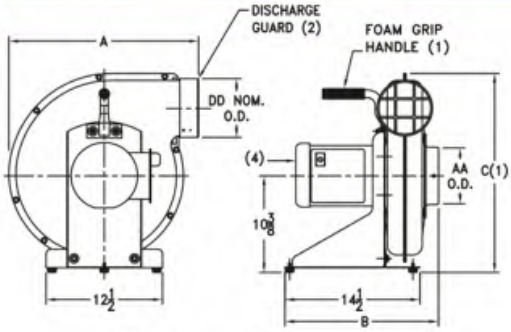
PART NO.	NOM. SIZE	Adjust. Range Min.	Adjust. Range Max.
31013	3"	1 5/16"	3 3/4"
31379	4"	2 5/8"	4 1/2"
31244	6"	4"	7"
31019	8"	2 1/2"	8 1/2"

Hardware Kits

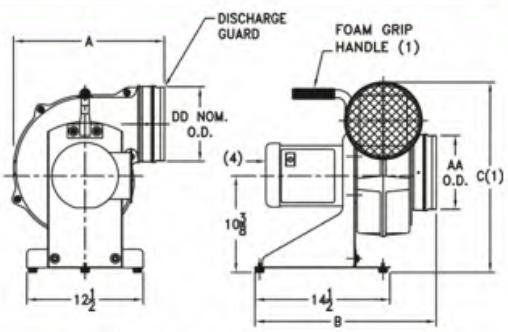
2: clamps and 1: sleeve

PART NO.	SIZE
31643	3"
31644	4"
31646	6"
31647	8"

DIMENSIONS



MODELS EBR–50 THRU EBR–200



MODELS EBM–25, EBM–75 AND EBM–100

Notes:

(1) On Models EBR-50, EBM-25 and EBM-100, the tote handle extends above the "C" Dimension.

(2) Model EBR-50 has the same type discharge guard as the EBM models.

(3) These models (with 1 phase, 60 Hz., TEFC motors only) include an on/off switch, 8-foot cord and 3-prong plug prewired for 115 volts.

(4) Length of motor may extend past end of base on some models.

MODEL NO.	AA	DD	A	B	C
EBR-50 (3)	4	4	17 1/2	16	18 3/4
EBR-75 (3)	6	6	21 1/2	16 1/2	21 3/8
EBR-100 (3)	6	6	21 1/2	16 1/2	21 3/8
EBR-150	6	6	21 1/2	16 1/2	21 3/8
EBR-200	6	6	21 1/2	16 1/2	21 3/8
EBM-25 (3)	6	6	13 3/4	18 1/4	17 7/8
EBM-75 (3)	8	8	16 1/4	19 3/8	20 1/2
EBM-100 (3)	6	6	13 3/4	18 1/4	17 7/8

3

LIMITED WARRANTY

Cincinnati Fan and Ventilator Co. warrants products of its own manufacture against defects of material and workmanship under normal use and service for a period of eighteen (18) months from date of shipment or twelve (12) months from date of installation, whichever occurs first. This warranty does not apply to any of Seller's products or any part thereof which has been subject to ordinary wear and tear, accident, abuse, misuse, overloading, negligence or alteration. This warranty does not cover systems or materials not of Seller's manufacture. Expenses incurred by Buyer(s) in repairing or replacing any defective product will not be allowed except where authorized in writing and signed by an officer of the Seller.

The obligation of the Seller under this warranty shall be limited to repairing or replacing F.O.B. Seller's plant or allowing credit at Seller's option. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS AND LIABILI-**
TIES OFTHE SELLER.THE BUYER ACKNOWLEDGESTHAT NO OTHER REPRESENTATIONS WERE MADE TO HIM OR RELIED UPON HIMWITH RESPECTTOTHE QUALITY OR FUNCTION OF THE PRODUCTS HEREIN SOLD.

The Seller shall not be liable for any special, direct, indirect, or consequential damages to Buyer(s) or anyone else by reason of any loss or any damage to any property or material processed by Buyer(s) with the products or on account of the character or quality of any property or material processed by Buyer(s) with the product. On products furnished by Seller, but manufactured by others, such as motors, Seller extends the same warranty as Seller received from the manufacturer thereof.

RETURNS

Cincinnati Fan & Ventilator Co. assumes no responsibility for material returned to our plant without our permission.
An RMA (Return Material Authorization) number must be obtained and clearly shown on the outside of the carton and all shipments must be freight prepaid. Failure to comply will result in refusal of shipment at our receiving department.

SAFETY FEATURES

All Cincinnati Fan Fume Exhauster-Blowers have safety guards mounted in or on the inlet and discharge of the blower housing.

DO NOT OPERATE THE BLOWER WITHOUT THE SAFETY GUARDS IN PLACE. Removal of the guards for any reason, voids all warranty and liability. Disconnect or lock-out the power source and let the motor come to a complete stop before inspecting or servicing.

cincinnati fan

7697 Snider Road, Mason, OH 45040-9135
Visit us at www.cincinnatifan.com for more information

1M-4/09, ADV.

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MOBIUS TRIMMER

M210 MILL

PRECISION MILLED CANNABIS FOR EXTRACTS AND GROUND PRODUCT.

The Mobius M210 Mill is a continuous throughput mill that delivers fine and consistent plant material for cost effective cannabis oil extraction or beautiful ground product. Add dry flower and trim of any size to the all-stainless steel construction and the M210 will produce a perfect, consistent grind with minimal powder. The unit has several screen options to customize output ranging from coarse to fine. The all stainless-steel construction is easy to clean and ready for GMP facilities. Milled plant material can be caught in the included tote or an optional conveyor for fully automated workflows.

PERFECT EXTRACTS & GROUND PRODUCT

Supercritical Fluid Extraction produces the best product when the extraction vessel has an appropriately high packing density. Low packing density is typically the result of irregularly shaped plant material, resulting in slower and more costly extraction and inconsistent product quality. Milling plant material to a uniform size using the Mobius M210 makes extraction more efficient and leads to higher-quality oils. Product destined for ground consumption is consistently beautiful.

SAFETY-FIRST DESIGN

The glove-friendly control panel with emergency stop is conveniently positioned at the front of the device within easy reach of the operator. Controls include variable speed, reset, forward, and reverse. The M210 is CSA compliant for guarding and has a safety interlock on the access door.

KEY FEATURES

- 110 lbs per hour dry
- 5 screen options ranging from coarse to fine output
- Quality stainless construction
- Indoor non-marking castors for easy positioning
- GMP compliant
- Ergonomic design for perpetual operation
- Easy to clean
- Safety-first design

SPECIFICATIONS

Construction	Stainless Steel
Speed Adjustments	1 - 10
Number of Screens	7
Feed Motor	1/2 HP
Number of Milling Blades	6
Power Requirements	115V, 6AMPS
Tool-less Disassembly	Yes
Fits Through a 32" Door	Yes
Width	28"
Length	28"
Height	52"
Weight	265lbs
Warranty	1 year
Certifications	CE and cLCus Certification
Accessories	• Fine Screen • Medium Screen • Coarse Screen • Custom Carts • Custom Feed Hopper

Interested in adding a Mobius M210 Mill to your trim room?
Contact us for a custom quote.

1-866-874-6244 | INFO@MOBIUSTRIMMER.COM | MOBIUSTRIMMER.COM
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ERTELALSOP
THE FIRST NAME IN LIQUID FILTRATION™

LENTICULAR PAK® FILTERS

CANNASKID 4-STAGE LENTICULAR FILTRATION SYSTEM

If you're having issues with filtering your cannabis/ hemp biomass or ethanol extractions, we feel your pain. That's why ErtelAlsop has designed the perfect solution: An optimized 4-stage filter train to achieve desired clarity and color, which includes four different filters in one filtration assembly skid. All of your filtering needs can be handled with our skid, including pre-filtration, particulate and haze removal, wax removal, decolorization, and final trap fine particulate removal.

Standard Features

- Stainless Steel Frame with Casters and Handles
- 1.5-inch Stainless Steel Piping and Connections
- Air driven Pump to control flow from 0-15 GPM
- Housings - (2)12" Lenticular, Bag and Cartridge
- 0-60 psi stainless steel Pressure Gauges
- V-Band Clamp Closures
- Sight Glass for Color/Clarity Monitoring
- Housing Vents and Inlet/Outlet Drains

Optional Features

- 16-inch Lenticular Housings
- Stainless Steel Jacket for liquid heating or cooling
- Explosion proof electric motor (C1D1) if required
- ASME Code
- Swing Bolt Closures
- Recirculation Valves
- Positive Displacement Gear Pump for 20-50gpm

Applications

- Pre-Filtration
- Dewaxing
- Clarification
- Decolorization
- Final Fine Particulate Removal

Advantages

- Efficient processing all in one Assembly
- All Filters Plumbed Together Neatly
- No Hoses to Trip Over
- Easy to Clean
- One Stop Shopping

Product Testing

Product testing is always available either at your facility, through our network of distributors, or at our in-house laboratory.

Filter Media

As with all ErtelAlsop lenticular filter housing models, media is available for any application and/or operating condition, and is chosen based on your specific operating conditions, the performance required by the filtering media, and criteria given to us by you and/or by sample processing we do in our lab.

ErtelAlsop offers the widest varieties of filter media including 100% cellulose pads, cellulose and diatomaceous earth pads, cellulose and Celpure® diatomaceous earth pads, cellulose and perlite pads, and cellulose and activated carbon pads. We also manufacture lenticular filter cartridges, filter paper, filter caputsulrs and filter cloth, all available in various media grades.

All filter pads are manufactured to very high standards for a wide range of applications in the pharmaceutical, chemical, cosmetic, electric utility and food and beverage markets. ErtelAlsop also offers a Validation Guide to assist in the validation of its filter pads in your process. The Validation Guide contains information regarding raw materials, extractables, and general information about the product. The combination of ErtelAlsop "P" grade filter pads and ErtelAlsop's BioClean™ plate and frame filter press design, can help to simplify your depth filtration validation now more than ever.

132 Flatbush Avenue • Kingston • NY • 12401 • ErtelAlsop.com • 845.331.4552 • Fax 845.853.1526

SPECIFICATIONS	12PY1		12PY2		12PY3		12PY4	
Material of Construction	316 Stainless Steel		316 Stainless Steel		316 Stainless Steel		316 Stainless Steel	
Gasket Material	EPDM		EPDM		EPDM		EPDM	
Standard Height	38.6 in	(981 mm)	49.5 in	(1257 mm)	60.7 in	(1542 mm)	71.6 in	(1819 mm)
Standard Width - Base	19.1 in	(485 mm)	19.1 in	(485 mm)	19.1 in	(485 mm)	19.1 in	(485 mm)
Standard Width - Dome	12.75 in	(324 mm)	12.75 in	(324 mm)	12.75 in	(324 mm)	12.75 in	(324 mm)
Weight - Empty	75 lbs	(34.1 kg)	93 lbs	(42.0 kg)	114 lbs	(51.8 kg)	132 lbs	(59.7 kg)
Volume - Empty	1809 in^3	(29.7 l)	3185 in^3	(29.7 l)	4569 in^3	(74.9 l)	5946 in^3	(97.5 l)
Volume w/Pak Cartridge	1222 in^3	(20 l)	2025 in^3	(33.2 l)	2837 in^3	(46.5 l)	3641 in^3	(59.7 l)
Media Diameter	12 inch	(305 mm)	12 inch	(305 mm)	12 inch	(305 mm)	12 inch	(305 mm)
Number of Cells per Pak	16		16		16		16	
Filter Area	18.5 ft^2	(1.72 m^2)	37 ft^2	(3.44 m^2)	55.5 ft^2	(5.16 m^2)	64 ft^2	(5.95 m^2)
Average Flow Rate	1 gpm/ft^2	(3.79 l/ m^2)	1 gpm/ft^2	(3.79 l/ m^2)	1 gpm/ft^2	(3.79 l/ m^2)	1 gpm/ft^2	(3.79 l/ m^2)

* Based on 16 cell Pak Cartridges. Cartridges can be constructed with 5-16 cells per Pak Cartridge depending on filtration area needed.

For additional product information visit **ErtelAlsop.com**

Technical Bulletin CS-1020

ErtelAlsop
132 Flatbush Avenue
Kingston, NY 12401 US

ErtelAlsop.com
800.553.7835 Telephone
845.853.1526 Fax

Keep in touch.

Visit us at ErtelAlsop.com

Your Local Distributor

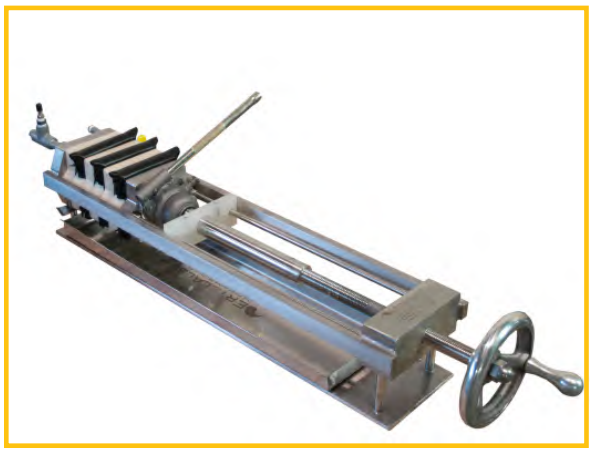
ERTELALSOP
THE FIRST NAME IN LIQUID FILTRATION™

RECESSED CHAMBER

EA 102

The EA 102 lab filter press is among the most efficient and cost effective means of liquid/solid separation through pressure filtration. EA Lab presses provide a simple reliable method of high compaction pressure to compress and dewater solids concentration. This provides clearer filtrate solutions than systems that only remove free water.

This series of filters is designed for the laboratory, new product and process development, testing, scale-up and small volume production of products. Cloth or paper changeover can be accomplished easily and in a minimum of time.



Standard Features

- Stainless Steel Skeleton
- Polypropylene Plates
- Stainless Steel Tri-Clamp or NPT head connections
- Thorough Wash Capability
- Flush Plate and Frames
- 32mm Cake Thickness
- Manual Hydraulic Closure System
- Stainless Steel feed pressure gauge
- Stainless Steel drip pan
- Full Six Year Framework Warranty
- Expansion Capability

Optional Features

- Caulk & Gasketed Recessed Polypropylene Plates
- Stainless Steel Mounting Cart
- Membrane/Squeeze Plates
- Uniform Fill Manifold
- Feed Pumps: Air Operated Diaphragm (AOD)
- Cake Thickness from 20-50 mm
- Wide Selection of Filter Media
- Cake Washing

Applications

- Industrial Wastewater
- Environmental Remediation
- Metals and Mining
- Petrochemical
- Pulp and Paper
- Food and Beverage
- Biodiesel Dry Wash Separation
- Ethanol Filtration

Product Testing

Product testing is always available either at your facility, through our network of distributors, or at our in-house laboratory.

Pilot Testing - Rentals

For in-plant testing and scale-up procedures, ErtelAlsop offers a variety of lab filters for rent.

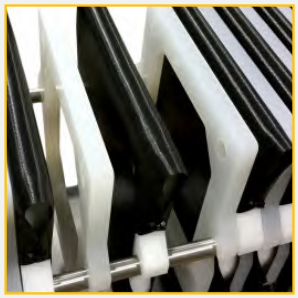
Filter Media

As with all ErtelAlsop presses, media is available for any application and/or operating condition, and is chosen based on your specific operating conditions, the performance required by the filtering media, and criteria given to us by you and/or by sample processing we do in our lab. ErtelAlsop offers the widest varieties of media and construction techniques to provide good particle retention, clear filtrate, high flow rates, and dry filter cakes.

132 Flatbush Avenue • Kingston • NY • 12401 • ErtelAlsop.com • 845.331.4552 • Fax 845.853.1526

Specifications

	EA 102
Std. Height:	12.8”/325mm
Std. Width:	9.3”/236.2mm
Std. Length:	41”/1041.4mm
Capacity:	0.01 ft^3-0.05 ft^3
Std Area/Chamber:	0.148 ft^2
Plate Dimension:	4”/102mm
Discharge Ports:	3 Corner
Std. Vol./Chamber:	0.0077 ft^3



For additional product information visit **ErtelAlsop.com**

Technical Bulletin 102-203-20

ErtelAlsop
132 Flatbush Avenue
Kingston, NY 12401 US

ErtelAlsop.com
800.553.7835 Telephone
845.853.1526 Fax

Keep in touch.

Visit us at ErtelAlsop.com

Your Local Distributor

sales@so-low.com
Phone: (513) 772-9410
Fax: (513) 772-0570
10310 Spartan Drive, Cincinnati, OH 45215

NU80-30

Manufacturer: So-Low
Temperature Range: -40°C to -80°C
Capacity: 31 Cubic ft. / 877 Liters
Shelving: 4 Adjustable Shelves (5 Compartments)
Inventory Rack Capacity: 35
Dimensions: ▼
Exterior w x d x h (inches): 60.5" x 37" x 79.5"
Exterior w x d x h (cm): 153 x 93 x 201
Interior w x d x h (inches): 42" x 25" x 51.25"
Interior w x d x h (cm): 106 x 63 x 130

Please call us for a quote. (513) 772-9410.

Email Print

Electrical Specifications

Voltages Available	115 Volts 60 Hertz 1 Phase - NEMA 5-20
	208 Volts 60 Hertz 1 Phase - NEMA 6-20
	230 Volts 60 Hertz 1 Phase - NEMA 6-20
	OTHER VOLTAGES AVAILABLE UPON REQUEST
Certification(s)	ETL Listed

General Specifications

Temperature Control	Door Mounted Touchscreen Dual Display
Temperature Alarm	Audible High / Low Alarm
Alarm Notification	SMS / Email Notifications*
Remote Control	VNC via Local Network*
Control Security	Multi-Level Security
Temperature Recorder	Yes, with Viewable Temperature Graph
Data Download	USB or FTP
Backup Battery	Yes, Only Powers Alarm & Recorder*
Alarm Relay	Dry Contacts
Defrost	Manual
Opening	Front Opening Door
Lockable Lid / Door	Yes, with Padlock
Interior	Steel, Galvanized
Exterior	Steel, Powder Coated
Insulation	Polyurethane Foam
Compressor(s)	Cascade-Type Hermetic Compressor
Refrigeration	CFC & HCFC Free
Air Circulation	Gravity Flow
Casters	6, Lockable
Warranty	1 Year Parts and Labor

*The battery backup on alarm systems, data loggers, or temperature recorders only powers the recording device. The battery backup does not power any devices for signal transmission, such as the

Downloads

Specification Data Sheet
Diagram Data Sheet
User Manual

Certifications

Optional Accessories

Chart Recorder
CO^2 Backup System
LN^2 Backup System
Cold Safety Gloves
Inventory Racks

routers/switches on your local network connection. If your routers/switches do not have a backup power system, the web alarm system will not be able to access the internet to alert you during a power outage. Please consult your IT department and/or internet provider for additional information on internet operation during a power outage.

Specifications subject to change without notice.

POPULAR PAGES

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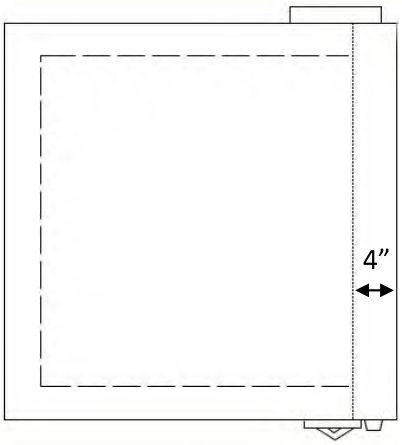
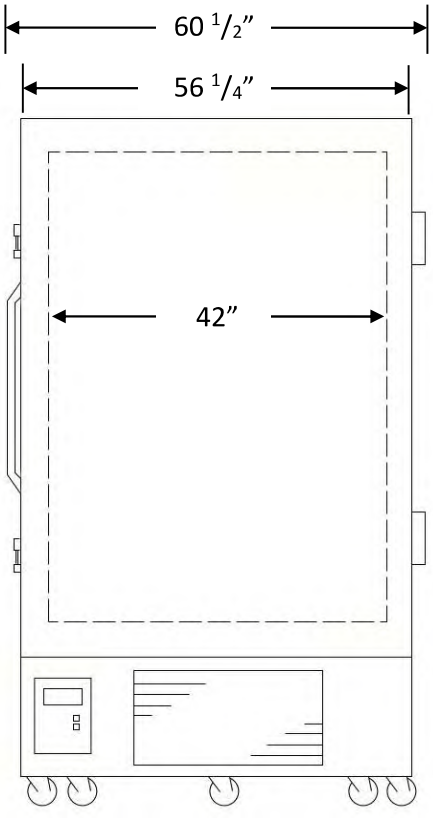
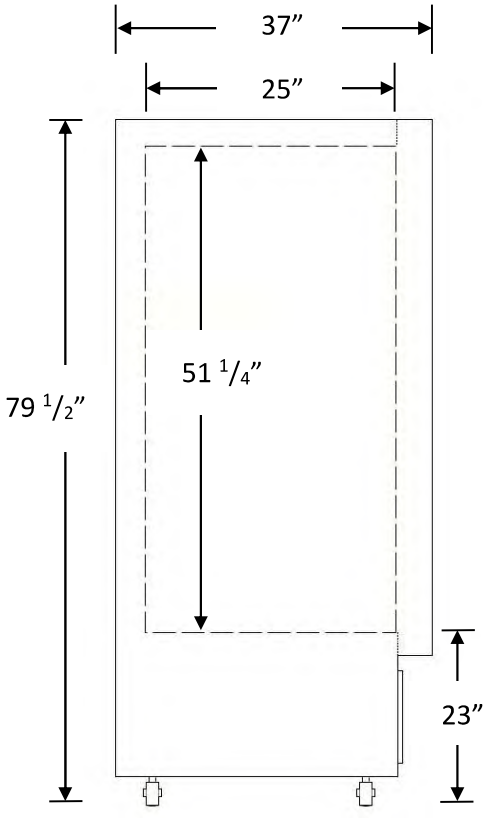


Upright Freezer Top View

FREEZER SPECIFICATIONS		
CAPACITY	31 CUBIC FEET	
STYLE	UPRIGHT	
NET WEIGHT	1050 LBS.	
SHIPPING WEIGHT	1325 LBS.	
INTERIOR DIMENSIONS		
INTERIOR WIDTH	42.0”	(106.7 cm)
INTERIOR DEPTH	25.0”	(63.5 cm)
INTERIOR HEIGHT	51.25”	(130 cm)
EXTERIOR DIMENSIONS		
EXTERIOR WIDTH	60.5”	(153.7 cm)
EXTERIOR DEPTH	37.0”	(93.9 cm)
EXTERIOR HEIGHT	79.5”	(201.9 cm)
EXTERIOR CRATED DIMENSIONS		
CRATED WIDTH	68.0”	(172 cm)
CRATED DEPTH	45.0”	(114 cm)
CRATED HEIGHT	86.0”	(218 cm)



Upright Freezer Front View



Upright Freezer Side View

SO-LOW
ENVIRONMENTAL
EQUIPMENT COMPANY

ETL LISTED US
Intertek

ULTRA LOW FREEZER

NU40 / NU85 / NC40 / NC85 SERIES

INSTRUCTIONS

USER MANUAL

WARNING: READ BEFORE CONTINUING	
To reduce the risk of fire, electric shock or injury to persons using this freezer, read all instructions and follow basic safety precautions before using the unit, including the following:	
⚠	Do not modify the plug provided with the freezer. If it will not fit the outlet, have a proper outlet installed by a qualified electrician.
⚠	Do not position equipment so it is difficult to disconnect from the power supply. freezer must be at least 6” away from any wall or object on any side.
⚠	While under warranty, do not attempt to repair or replace any part of the freezer for servicing without first contacting the So-Low Service Department.
SAVE THESE INSTRUCTIONS	

So-Low Environmental Equipment Company
10310 Spartan Drive
Cincinnati, OH 45215-1221
Tel: 513-772-9410
http://www.so-low.com

For customer service:
Email: sales@so-low.com

For parts replacement:
Email: parts@so-low.com

For technical support:
Email: service@so-low.com

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SYMBOLS AND STARTING INSTRUCTIONS

Explanation

MEANING OF ILLUSTRATED SYMBOLS

ILLUSTRATED SYMBOLS

Various symbols are used in this safety manual in order to use the unit without danger of injury and damage of the unit. Be sure that you understand the warnings and cautions in this manual before operating the unit.

CAUTION
BLACK WITH YELLOW BACKGROUND
LIGHTNING BOLT
CAUTION, RISK OF ELECTRICAL SHOCK

WARNING
BLACK WITH YELLOW BACKGROUND
EXCLAMATION POINT
CAUTION, REFER TO ACCOMPANYING DOCUMENTS

STARTING INSTRUCTIONS

1. Move the freezer to an indoor location, and plug the freezer into an appropriate outlet with an adequate power supply. Consult your maintenance department for additional information on the proper electrical configuration for this unit.

2. Once plugged in, the compressor(s) will start to operate and pull down to the setpoint on the temperature control. The freezers default setpoint is **-85°C** for cascade units, and **-40°C** for single stage units.

3. Allow the freezer to reach the setpoint temperature. Depending on the size of the unit, this may take up to 12 hours.

4. Product can now be loaded into the freezer for storage.

To prevent overloading the cooling system, product should be loaded gradually, in batches. Allow the temperature to recover to setpoint before the next batch of product is loaded into the unit.

UNIT REQUIREMENTS

Unit Information

PRE-INSTALLATION INFORMATION

RANGE OF ENVIRONMENTAL CONDITIONS FOR WHICH THIS EQUIPMENT IS DESIGNED

1. Indoor use.
2. Altitude up to 2000m.
3. Ambient temperatures 15°C to 30°C (60°F TO 85°F)
4. Recommended humidity range of 30% to 90%.
5. Mains supply fluctuations up to -5% to +10% of the nominal voltage.
6. Transient over-voltages typically present on the mains supply (overvoltage category II). Pollution degree 1.

WARNING

DURING OPERATION THIS UNIT MUST REMAIN IN UPRIGHT POSITION. DURING TRANSPORATION UNIT MUST NOT BE TIPPED MORE THAN 45° FROM UPRIGHT POSITION.

CAUTION

UNPLUG UNIT AND SWITCH OFF ELECTRICAL BREAKER BEFORE ANY TECHNICAL SERVICE IS PERFORMED.

CAUTION

COVERS ON BACK / SIDE OF FREEZER MAY ONLY BE REMOVED BY AUTHORIZED PERSONNEL. FAILURE TO RE-INSTALL COVER COULD RESULT IN HAZARD.

CAUTION

UNIT MUST BE OPERATED ON A DEDICATED ELECTRICAL LINE. USING A NON-DEDICATED LINE MAY RESULT IN UNIT STARTUP FAILURE.

CAUTION

ONLY PLUG THIS UNIT INTO THE PROPER OUTLET. DO NOT ATTEMPT TO MODIFY PLUG IN ANY WAY. IMPROPER USE OF THE ELECTRICAL PLUG WILL VOID WARRANTY.

WARNING

DO NOT POSITION EQUIPMENT SO IT IS DIFFICULT TO DISCONNECT FROM THE POWER SUPPLY.

PREVENTATIVE MAINTENANCE

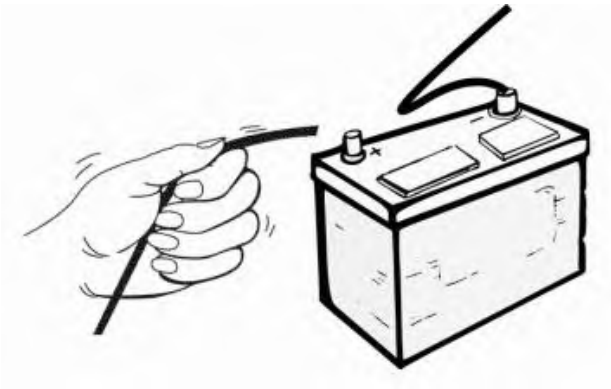
FREEZER STORAGE PROCEDURE

The unit can be turned off for storage by unplugging the unit from the wall outlet and/or switching off the electrical breaker in the electrical box.

ATTENTION
RISK OF ELECTRICAL SHOCK
USE CAUTION NEAR ELECTRICAL CONNECTIONS

Once the unit is unplugged, the freezer will go into “Power Failure” alarm. To disable the Power Failure alarm;

1. Locate the electrical panel on the side of the freezer.
2. Remove the screws with a Phillips screwdriver, and remove the panel.
3. Locate the battery (which is clearly marked) in the lower right hand corner.
4. Disconnect one lead from the battery by removing the connector on the battery.



5. When returning the unit to service, complete steps 1-4, but reconnect the unplugged battery in step 4. Then plug the unit into the outlet to restore power.

NOTICE
SEE STARTING INSTRUCTIONS ON PAGE 1 WHEN PUTTING UNIT BACK INTO SERVICE.

PREVENTATIVE MAINTENANCE

ALARM BATTERY REPLACEMENT

NOTICE

THE LO-BAT (LOW BATTERY ALARM) IS NOT ABLE TO BE SILENCED OR DISABLED.

TO REDUCE THE VOLUME OF THE ALARM UNTIL A REPLACEMENT CAN BE INSTALLED, A PIECE OF TAPE CAN BE PLACED OVER THE BUZZER HOLE ON THE CONTROL

To reduce the risk of fire, electric shock or injury to persons using this freezer, read all instructions and follow basic safety precautions.

CAUTION

DISCONNECT THIS UNIT FROM THE POWER SUPPLY BEFORE PERFORMING MAINTENANCE ON THE UNIT.

1. Unplug freezer from power supply.
2. Remove cover marked electrical panel located on side of cabinet.
3. Disconnect wires from battery terminals – Note which color wires were connected to positive/negative. Colors vary depending on when unit was made. Older models used black wire as positive and white as negative. Newer models use red wire as positive and black as negative. See picture for battery location.
4. Remove strap holding battery in place.
5. Replace battery and reconnect wires (see #3)
6. Test alarm.
7. Reinstall battery strap and electrical box cover.
8. Plug freezer back into power supply, and allow up to 24 hours for the new battery to fully charge.

PREVENTATIVE MAINTENANCE

CLEANING PROCEDURE

Wipe down the exterior of the freezer with a soft cloth and/or general spray type polish. Do not use corrosive cleaners/chemicals on the exterior.

If frost builds up in the chamber, a bucket and ice-scraper can be used to remove ice. If excessive ice builds up, the unit can be defrosted (see below).

DEFROST PROCEDURE

1. Remove any product in the freezer, and temporarily store it in a back-up freezer or elsewhere.
2. Unplug the freezer, and fully open the freezer front door / lid.

ATTENTION

FOR UPRIGHT UNITS, IT IS IMPORTANT TO PROTECT THE CONTROL FROM DRIPPING WATER. PLACE A CLOTH OR TOWEL ON THE LEADING EDGE OF THE COOLING CHAMBER ABOVE THE CONTROL TO DEFLECT / ABSORB WATER THAT COULD DRAIN ONTO THE CONTROL.

3. Air out the freezer, allowing the unit to reach room temperature for at least 12 hours. Using fans to blow air into the unit is recommended.
4. Take a rag and wipe up all the excess water in the unit (melted frost).
5. Close the unit, and plug the unit in to activate the start-up process.

PLEASE CONSULT THE START-UP INSTRUCTIONS ON PAGE 1 FOR UNIT STARTUP

6. Once the desired temperature is reached, you may slowly begin to add your product back into the unit.

ATTENTION

IT IS RECOMMENDED TO SLOWLY RE-ADD YOUR PRODUCT INTO THE FREEZER TO PREVENT AN EXTREME LOAD ON THE COMPRESSORS, WHICH COULD SHORTEN FREEZER LIFE EXPECTANCY.

PREVENTATIVE MAINTENANCE

CLEANING AIR CONDENSER

Large amounts of dust build-up on the air-cooled condenser can cause excess stress for the refrigeration system. This excess stress may increase the chance of a refrigeration issue and reduce the life expectancy of the refrigeration system.

ATTENTION

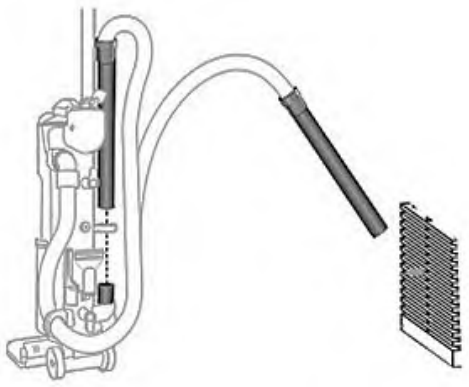
IT IS RECOMMENDED TO CLEAN THE CONDENSER AT LEAST ONCE EVERY 90 DAYS TO PREVENT DUST BUILDUP.

1. Using a Philips Head screwdriver, remove the screws for grill located on front of unit. Once the screws are removed, the front grill can be removed allowing easy access to the air cooled condenser.

   Note: It is recommended to keep the screws in a safe location, so they can be used to re-attach the grill once cleaning is completed.

2. Use a vacuum cleaner to pull up any dust built up on the condenser fins. The most efficient method of doing this is using a furniture cleaning attachment (if available).

Note: Cans of compressed air can also be used to blow away dust, however this is not the most recommended way to clean the condenser; as the dust may float through the air and eventually return to clog up the condenser.



3. Once clean, re-align the front grill and attach it using a screwdriver.

UNIT OPERATION

CHANGING SETPOINT TEMPERATURE

The temperature control is manually adjustable to the desired temperature in 1° C increments within the limits of the control range.

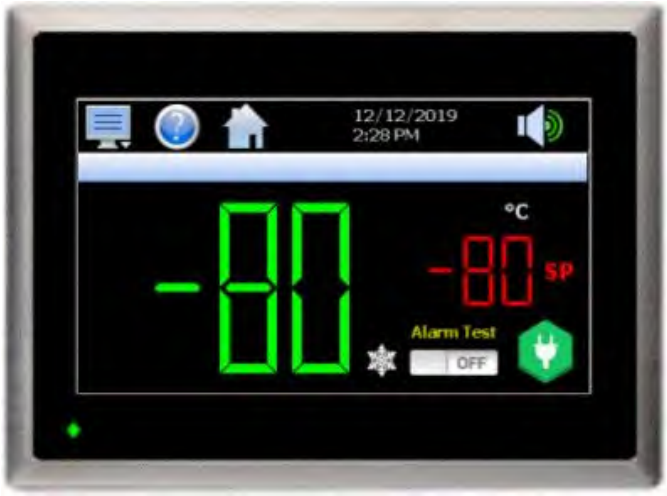
TEMPERATURE SET POINT

The control has two displays;
1) The upper display **(GREEN)** is the current actual unit temperature.
2) The lower display **(RED)** is the temperature set point.

The temperature set point has been pre-set at the factory. See page 1 for additional information on factory default setpoint.

CHANGING TEMPERATURE SETPOINT

The set point can be changed by simply pressing SP on the touchscreen display. Use the keypad to enter your desired set point temperature and press the done button on the display to confirm.



WARNING

CHANGING THE CONTROL PARAMETERS OUTSIDE OF THE MANUFACTURE RECOMMENDED RANGE, COULD SHORTEN THE LIFE-SPAN OF YOUR EQUIPMENT; OR CAUSE ISSUES RESULTING IN MECHANICAL FAILURE.

ALARM / RELAY OPERATION

ALARM SYSTEM

When operating the unit for the first time, the alarm will be disabled until the unit reaches set point, or 8 hours after the unit has been first plugged in. The alarm will not sound again until the unit goes out of temperature range.

THE FACTORY DEFAULT ALARM RANGE IS ±12°C (20°F) FROM SETPOINT.

Note: The freezer contains a back-up battery, which will power the alarm system for approximately 48 hours during a power outage.

ALARM SYSTEM BATTERY REPLACEMENT

- Rechargeable batteries should be changed approximately every three years with lead acid rechargeable 12.0 Ah min, model PS-12120 F2 or equivalent.

ATTENTION

THE BATTERY DOES NOT POWER THE COOLING SYSTEM.

DRY CONTACT RELAY

The dry contact relay is a terminal strip located on the back of the freezer.

RATING OF THIS CONNECTION:

2A 125 VAC

2A 30 VDC

RED – NORMALLY CLOSED
WHITE – COMMON
BLUE – NORMALLY OPEN

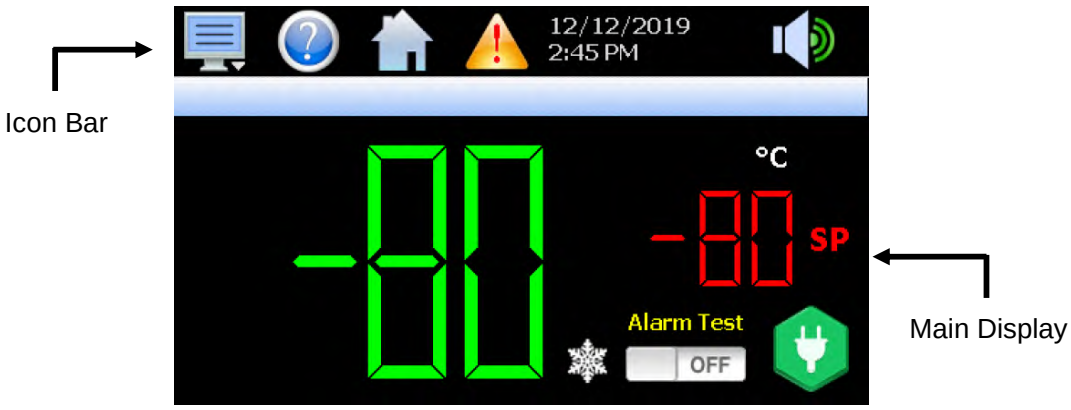
WARNING

IF IT IS NECESSARY TO REMOVE METAL COVER SCREEN ON BACK OF FREEZER TO MAKE CONNECTIONS TO ALARM RELAY, COVER MUST BE REPLACED BEFORE FREEZER IS PUT INTO OPERATION

CONTROL PROGRAMMING

CONTROL KEYS & DISPLAYS

The nCompass display is split into two sections; the upper icon bar and bottom main display area. The basic functions and settings for the upper **Icon Bar** are listed below:



The menu icon will open the main menu for navigating to the different control and monitoring screens. Menu items will dynamically appear providing available options based on the system area the user is in, i.e., security, data logging, setup, etc.

The information (help) icon will display text based help associated with the current screen. Help is available in three languages, English, Spanish and French based on the user selection in the offline setup of section of nCompass.

The home icon will return the user to the main view from anywhere in the nCompass application. The main view is set by the OEM in the nCompass configuration and can be the single or dual loop, trend, alarm, alarm history, event or digital IO view.

The alarm icon will appear and flash when a new system alarm occurs. Pressing the alarm icon will take the user directly to the alarm monitor screen in order to view / reset the active alarm condition.

The speaker icon will open the volume control menu, which controls the audible level of temperature and condition alarms. The volume setting of “100” is the factory default setting. Moving the volume dial to the “0” will disable the audible alarm.

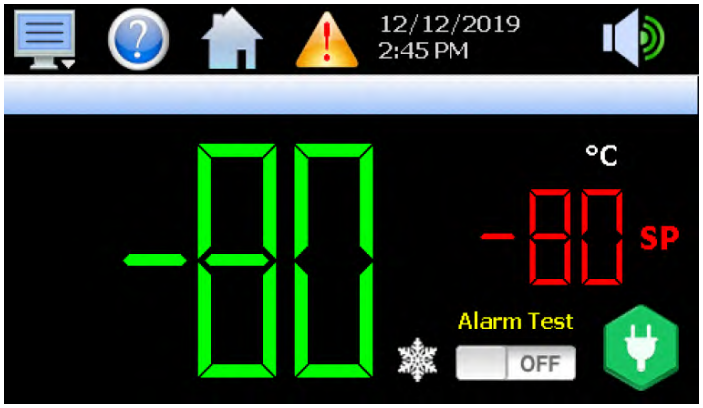
WARNING

DO NOT USE ANY SHARP OR METAL OBJECTS ON THE TOUCH SCREEN AS THEY MAY DAMAGE THE SURFACE. ALSO BE SURE THAT HANDS AND FINGERS ARE FREE FROM OILS OR CHEMICALS WHICH MAY MAR THE SURFACE OF THE TOUCH SCREEN

CONTROL PROGRAMMING

CONTROL DISPLAY VALUES

The nCompass display is split into two sections; the upper icon bar and bottom main display area. The basic functions and settings for the bottom **Display Area** are listed below:



ICON NAME	ICON	DESCRIPTION
Temperature Scale		Shows the temperature scale of the freezer (°C or °F), and allows you to reset the historical maximum and minimum temperature. See icon C for additional information.
Setpoint Temperature		Displays the setpoint temperature of the unit. Press and release the red numbers to change the setpoint temperature. Input the new setpoint temperature with number pad and press and release the done key.
Actual Temperature		Displays the actual temperature inside the unit. Press and release the green numbers to show the historical maximum / minimum temperatures.
Snowflake		Icon appears when the refrigeration system compressors are cycled on. There is no additional functionality of this icon.
Alarm Test		Displays alarm test status. Press and release to move the slider to the **ON** position, and sound the audible alarm as a test. Press the icon again to reset it to **OFF**. Note: If volume is set to “0”, no alarm will sound.
Power Connection		Displays current power connection for the control. AC power displays a green plug icon, while backup battery power displays a red battery icon. There is no additional functionality of this icon.

ATTENTION

LOADING TIME MAY REQUIRE SEVERAL SECONDS BEFORE INFORMATION IS DISPLAYED. RAPIDLY PRESSING ICONS MAY RESULT IN PARAMETERS BEING INCORRECTLY CHANGED UNINTENTIONALLY.

CONTROL PROGRAMMING

DATA DOWNLOAD VIA USB

The nCompass temperature recording data is stored internally in the device, and can be downloaded via **USB**. This data file is stored in CSV format, and can be opened on a computer using common applications such as Microsoft Excel.

STEP	DESCRIPTION	ICON	INSTRUCTIONS
1	Insert USB		Insert your USB Drive / Flash Drive into the USB port located on the front of the control.
2	Home Menu		Press the menu icon, at the top of the display area. This will open the Home menu.
3	Data Menu		Press the Data button, located in the Home menu. This will open the Data panel. This menu controls how data is transfer to your USB device.
4	Specify name of Data File		(Optional) Enter the requested information into the File Name field. If no file name is entered, the control will automatically generate a file name for you.
5	Save Data		Press the Save button, located in the Data menu.
6	Home		Press the home key, to return to the home screen.
7	Remove USB		Remove your USB Drive / Flash Drive from USB port located on the front of the control.

WARNING

DO NOT ATTEMPT TO REMOVE THE HARD DRIVE FROM THE DEVICE, AS DOING SO CAN RESULT IN DATA LOSS.

WARNING

DO NOT ATTEMPT TO REMOVE THE SD CARD FROM THE DEVICE, AS DOING SO CAN RESULT IN DATA LOSS.

CONTROL PROGRAMMING

DATA UNLOCK MODE

The nCompass advanced settings are locked to prevent tampering by unauthorized users. Follow the below procedure to place the freezer into "**OFFLINE MODE"** to access additional parameters.

1	Home Menu		Press the menu icon, at the top of the display area. This will open the Home menu.
2	Data Menu		Press the Data button, located in the Main menu. This will open the Data panel.
3	DATA		Press the Data button on the right hand side to turn the data light off/on. A **BRIGHT** green light indicates the data is turned on. A **DARK** green light indicates the data is turned off.
4	Home		Press the home key, to return to the home screen.

ATTENTION

WHEN THE DATA SETTING IS TURNED OFF (DARK GREEN ICON), TEMPERATURE DATA WILL NOT BE RECORDED.

OPERATING SYSTEM

THE NCOMPASS CONTROL USES A CUSTOM WINDOWS CE BASED SOFTWARE STORED ON AN INTERNAL HARD DRIVE INSIDE THE DEVICE. FUTURE DESIGN CONTROLS WINDOWS CE BASED NCOMPASS DISPLAY AND CONTROL MODULE (IDEC PLC) SOFTWARE (LISTED AS "SOFTWARE" IN THIS DOCUMENT) IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. ALL OWNERSHIP AND RIGHTS REMAIN WITH FUTURE DESIGN CONTROLS. THE NCOMPASS CONTROL DOES NOT RECEIVE SOFTWARE UPDATES THOUGH THE INTERNET, OR OTHER MEANS.

TO REMOVE USER DATA FROM THE DEVICE, PLEASE CONTACT FUTURE DESIGN CONTROLS, INC. (888-751-5444)

CONTROL PROGRAMMING

TEMPERATURE SCALE ADJUSTMENT

The nCOMPASS temperature controller has an adjustable temperature scale, and can be set to show temperatures in Celsius or Fahrenheit.

STEP	DESCRIPTION	ICON	INSTRUCTIONS
1	DATA OFF		Change the Data setting to OFF. See **DATA UNLOCK MODE** on page 12 for additional instructions.
2	Home Menu		Press the menu icon, at the top of the display area. This will open the Home menu.
3	Settings		Press the settings button, located in the Home menu. This will open the Settings panel.
4	Settings Menu		Press the menu icon, at the top of the display area. This will open the settings menu.
5	Offline Mode		Press the offline button, located in the Settings Menu. **Press YES when prompted to open the control in offline mode.** This will open the Offline mode panel.
6	Offline Menu		Press the menu icon, at the top of the display area. This will open the offline menu.
7	Units		Press the units button, located in the Offline menu. This will open the units panel.
8	Select Scale		Select the temperature scale (**Celsius** of **Fahrenheit**) you wish to display. **A BRIGHT** yellow icon indicates the scale has been selected. **A DARK** yellow icon indicates the scale has not been selected.
9	Home		Press the Home button when completed, to return to the home screen.
10	DATA ON		Change the Data setting to ON. See **DATA UNLOCK MODE** on page 12 for additional instructions.

OPERATING SYSTEM

ONCE THE TEMPERATURE SCALE HAS BEEN CHANGED, ALL PAST AND FUTURE TEMPERATURE DATA WILL BE CONVERTED INTO THE SELECTED TEMPERATURE SCALE.

CONTROL PROGRAMMING

CALIBRATION PROCEDURE

In cases where the unit temperature goes out of calibration, the nCOMPASS temperature controller can be calibrated to read the correct temperature.

STEP	DESCRIPTION	ICON	INSTRUCTIONS
1	DATA OFF		Change the Data setting to OFF. See **DATA UNLOCK MODE** on page 12 for additional instructions.
2	Home Menu		Press the menu icon, at the top of the display area. This will open the Home menu.
3	Settings		Press the settings button, located in the Home menu. This will open the Settings panel.
4	Settings Menu		Press the menu icon, at the top of the display area. This will open the settings menu.
5	Offline Mode		Press the offline button, located in the Settings Menu. **Press YES when prompted to open the control in offline mode.** This will open the Offline mode panel.
6	Offline Menu		Press the menu icon, at the top of the display area. This will open the offline menu.
7	Calibrate		Press the calibrate icon, located in the Offline menu. This will open the calibration menu.
8	User Calibration		Press “Perform User Calibration Offset” This will open the user calibration menu.
9	Low Point Offset		Enter the desired offset in the Low Point Offset Field. Press “Done” when completed.
10	Home		Press the Home button when completed, to return to the home screen.
11	DATA ON		Change the Data setting to ON. See **DATA UNLOCK MODE** on page 12 for additional instructions.

OPERATING SYSTEM

IMPROPER USE OF CALIBRATION CAN CAUSE FREEZER TEMPERATURE INACCURACIES AND FLUCTUATIONS.

FREQUENTLY ASKED QUESITONS

COMMON QUESTIONS

Q: When should I defrost my unit?

A: Units should be defrosted when ice accumulation reaches approximately 1/2 inch thick. Ice acts like an insulator and has to work harder to reach the same temperature.

Q: Is this unit self-defrosting?

A: No, this unit is a manual defrost unit.

Q: Should I leave my freezer operating when I am not using it?

A: This unit is designed to operate continuously. Leaving the refrigeration system in operation, (even if not in use) may extend the life of the freezer, and reduce the chance of refrigeration issues that may occur if the freezer is not in operation for long periods of time.

Q: What ambient conditions is this unit designed for?

A: This unit is designed for:

- Indoor use
- Altitude up to 2000m.
- Temperatures 15°C to 32°C (60°F TO 85°F)
- Recommended humidity range of 30% to 90%.

Q: What electrical conditions is this unit designed for?

A: This unit is designed for:

- Mains supply fluctuations up to -5% to +10% of the nominal voltage. Consult the serial tag for nominal voltage.
- Transient overvoltage typically present on the mains supply (overvoltage category II). Pollution degree 1.

Q: Does my unit require a dedicated electrical line?

A: Yes, this unit requires a dedicated electrical line.
Please consult the labels on your unit for specific electrical requirements.

Q: Will the backup battery keep my unit cool during power failure?

A: NO, the backup battery only powers the alarm during power failure. It will not power the refrigeration system, and will not keep the unit cooling during power outages.

Q: Will the freezer start up after a power outage?

A: Yes, the freezer will automatically re-start when power is restored.
The overall restart process will begin in stages to prevent system overloads; and may take up to minutes after re-start before cooling resumes.

REPLACEMENT PARTS LIST

COMPRESSOR MODEL	HP	VOLTAGE	HERTZ	PHASE	PART #
TECUMSEH AJB2433ZXA	1	115	50/60	1	**AJB24-115**
TECUMSEH AJB2433ZXD	1	208/220/230	50/60	1	**AJB24-208**
EMBRACO FFI12HBX	1/3	115	50/60	1	**FF12-115**
DANFOSS SC15FTX	1/3	115	50/60	1	**SC15-115**
DANFOSS SC18FTX	1/2	208/220/230	50/60	1	**SC15-208**

TEMPERATURE CONTROL PARTS	PART #
FDC nCOMPASS	**nCOMPASS**

CASCADE ELECTRICAL PARTS	PART #
Heater Harness No. H-200	**217-VOLTAGE**
Refrigeration Switch No. 2X464	**TOGGLE**
Condenser Fan Motor No. GE-5411 - 115/60/1	**500-115**
Condenser Fan Motor No. GE-5421 - 230/50-60/1	**500-VOLTAGE**
Electrical Cord No. 8-3 **(Please Specify Voltage)**	**PWRCRD-VOLTAGE**
Control Board No. CECB2TUV **(Please Specify Voltage)**	**231-VOLTAGE**

REFRIGERATION HIGH STAGE PARTS	PART #
Air Cooled Condenser No. 3CZ0602B	**254**
Drier No. C-053-S	**256H**
Capillary Tube	**HS-17, HS-20**
Oil Separator, Temprite Series 900 **(If Applicable)**	**900**

REFRIGERATION LOW STAGE PARTS	PART #
Pressure Control No. 20PS01-0039	**259**
Receiver Condenser	**RCN-LS**
Drier No. CO-52S-S	**256L**
Capillary Tube	**LS-28, LS-31**
Oil Separator, Temprite Series 900 **(If Applicable)**	**900**

HARDWARE PARTS	PART #
Latch No. METL-L1-99	**REX37L1-3**
Chest Hinge	**59-928M**
Upright Hinge No. Polar 109-LH	**59-928U**
Cabinet Gasket	**NX504B1**
Lid or Door Gasket	**PSOS**
Grill No. 650H	**356F, 356S**
Sub-Lids **(Must have Model Number)**	**SL-MODEL NUMBER**
Inner Door **(Must have Model & Serial Number)**	**357-MODEL NUMBER-SERIAL NUMBER**
Clips & Rollers for Inner Doors **(Quantity 10 minimum)**	**405**
Shelves for Freezer **(Must have Model Number)**	**4015-MODEL NUMBER**

TECHNICAL SUPPORT

TECHNICAL ASSISTANCE

IN CASE OF REQUEST FOR REPAIR

If failure occurs, stop operation of unit, and turn OFF the breaker power switch located in the electrical panel box, and unplug the power plug.

WARNING

IF FAILURE OCCURS AND UNIT IS STILL UNDER WARRANTY, DO NOT ATTEMPT TO MAKE ANY REPAIR MODIFICATIONS TO THE UNIT BEFORE CONTACTING THE SO-LOW SERVICE DEPARTMENT, AS THIS MAY RESULT IN WARRANTY BEING VOIDED.

< CHECK FOLLOWING ITEMS BEFORE CALLING OR EMAILING >

◆ Model Number of Product

_____

◆ Serial Number of Product

_____

◆ Issue (as detailed as possible)

_____

_____

_____

_____

So-Low Environmental Equipment Company
10310 Spartan Drive
Cincinnati, OH 45215-1221
Tel: 513-772-9410
http://www.so-low.com

For customer service:
Email: sales@so-low.com

For parts replacement:
Email: parts@so-low.com

For technical support:
Email: service@so-low.com

TECHNICAL SUPPORT

MAINTENANCE CHECKLIST

IT IS RECOMMENDED TO COMPLETE CHECKLIST EVERY 30 DAYS

◆ MODEL NUMBER OF PRODUCT _____

◆ SERIAL NUMBER OF PRODUCT _____

Checked that freezer is operating at the correct setpoint temperature. ☐

Checked operation of condenser fans, and cleaned air cooled condenser. ☐

Confirmed unit is at least 6 inches away from walls, or obstacles, on all sides to allow for sufficient air flow. ☐

Confirmed ambient room temperature is within range acceptable ranges. ☐
Recommended room temperature range is 15°C to 26°C (60°F TO 80°F)
◆ **AMBIENT ROOM TEMPERATURE IS:** _____°

Checked operation of alarm system on unit. ☐
Note: Alarm can be simulated by temporarily raising setpoint out of range.

Checked temperature recorders for proper operation (If applicable). ☐
Note: If there are any deviations observed, further diagnosing may be required.

Check operation of CO2 or LN2 backup system. (If applicable) ☐

ITEMS BELOW MUST BE CHECKED BY YOUR IN-HOUSE TECHNICAL PROFESSIONAL
USE CAUTION WHEN WORKING AROUND ELECTRICAL CIRCUITS

Checked AMP draw of unit when compressors stabilize. ☐

Checked incoming voltage and voltage drop when compressors start up. ☐

◆ NOTES

_____

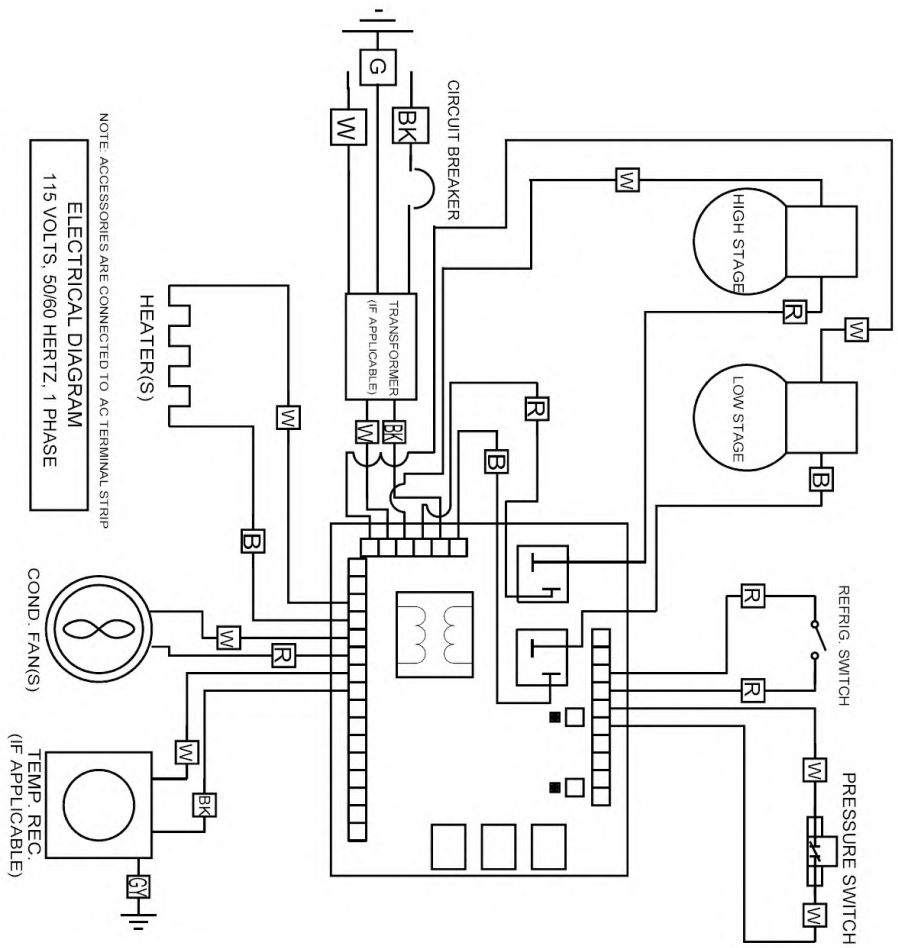
_____

◆ COMPLETED BY _____

◆ COMPLETED DATE _____

DIAGRAMS

NOTE: DIAGRAM ONLY APPLIES TO STANDARD CONFIGURATION (115 VOLT CASCADE), AND MAY NOT NECESSAIRLY APPLY TO YOUR SPECIFIC UNIT. CONSULT A CERTIFIED REFRIGERATION EXPERT.



DIAGRAMS

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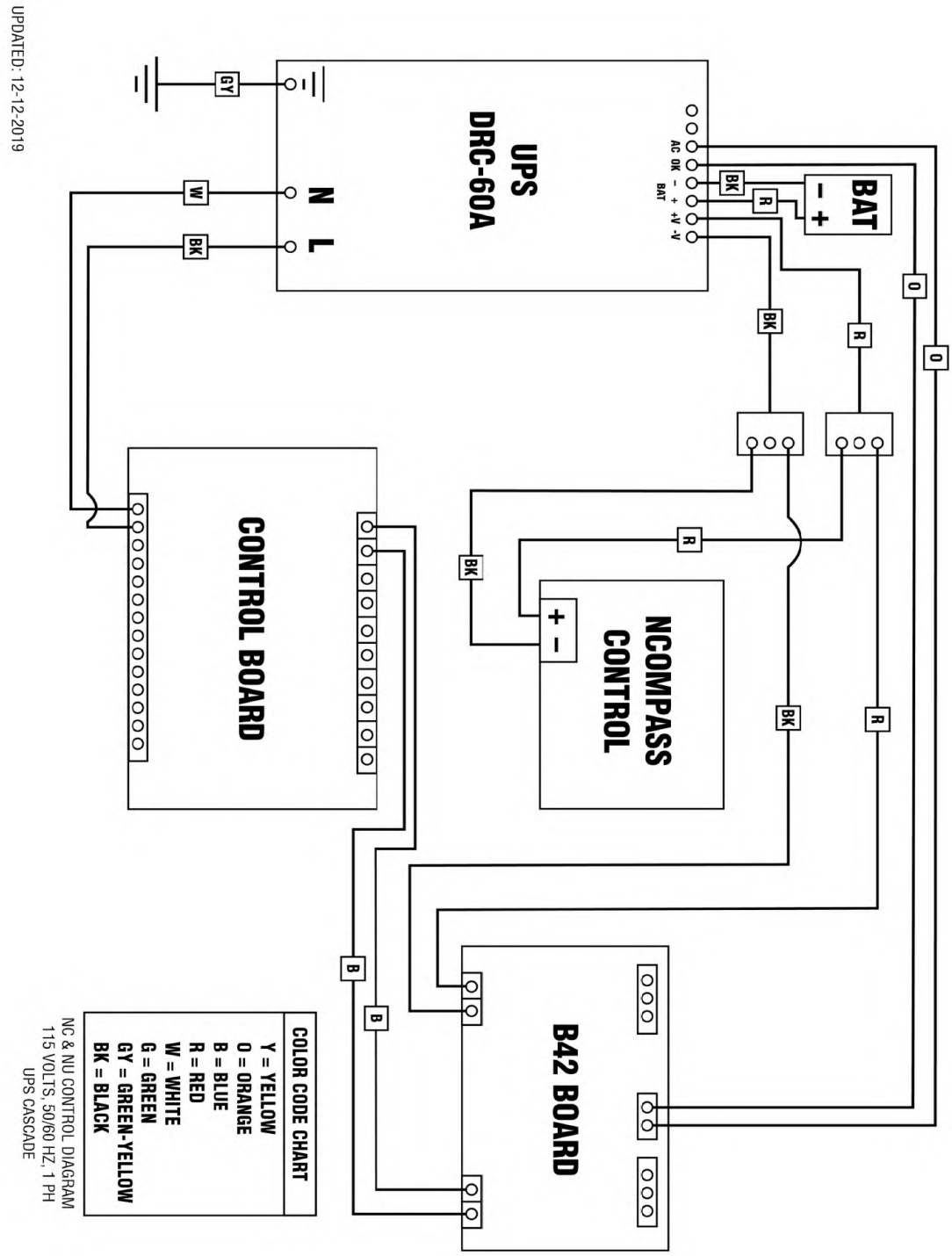

DIAGRAMS

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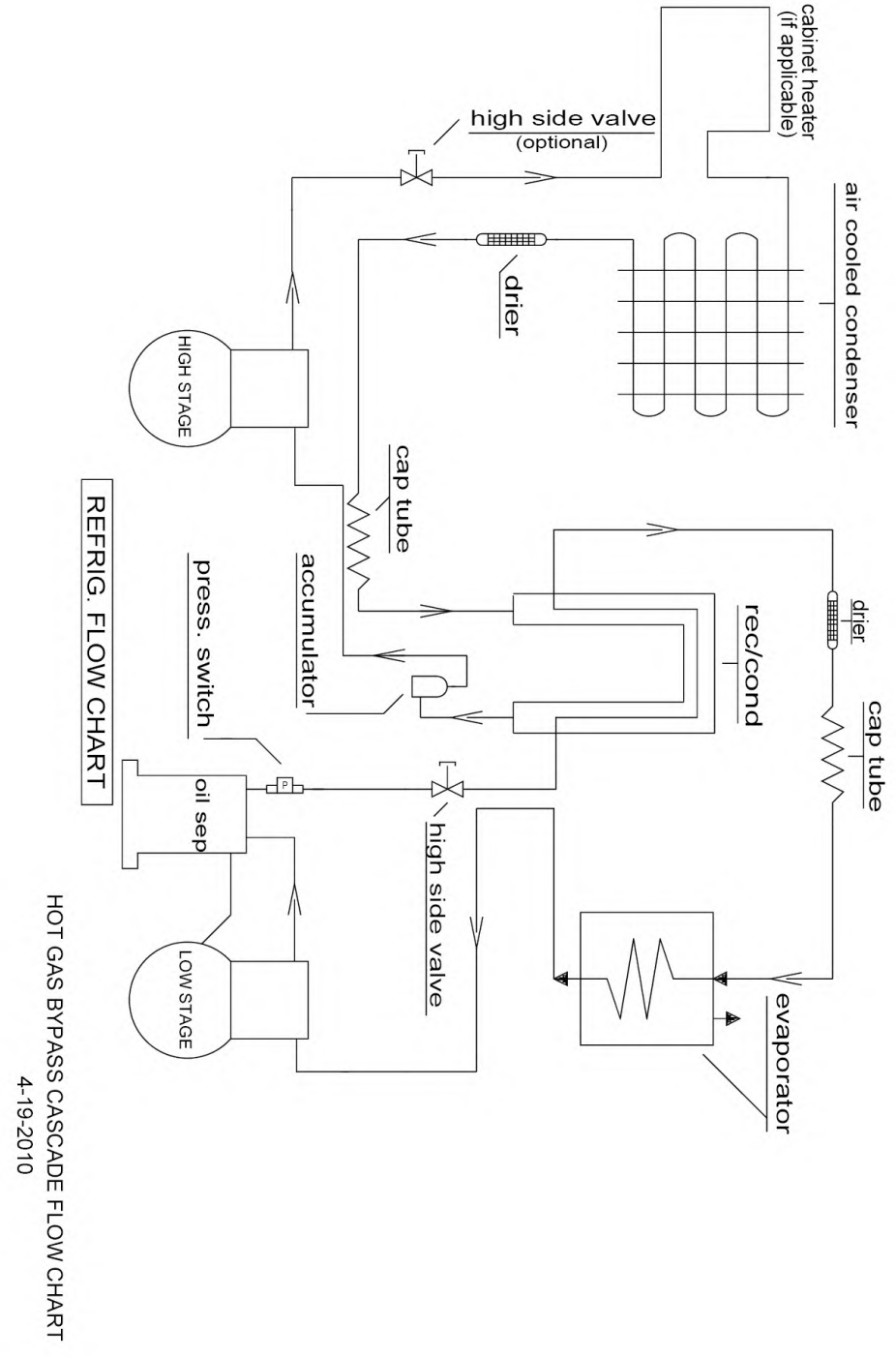


SO-LOW Environmental Equipment Co., Inc.
10310 Spartan Dr., Cincinnati, Ohio 45215 USA
(513) 772-9410 e-mail: sales@so-low.com
Fax (513) 772-0570 http://www.so-low.com

ENGINEERS AND MANUFACTURERS OF ULTRA-LOW FREEZERS

SO-LOW UPRIGHT FREEZER TO -80ºC

MODEL NU80-30

30 Cubic Ft. (843 liters) Upright – Temperature Range: -40°C to -80°C

Upright Freezer

Specifications:

* Capacity	31 cubic ft. / 877 liters
* Temperature Range	-40°C to -80°C
* Dimensions	
* Exterior W x D x H	60.5" x 37" x 79.5" 153 x 93 x 200 (cm)
* Interior W x D x H	42" x 25" x 51.25" 106 x 63 x 130 (cm)

COLOR TOUCH SCREEN TEMPERATURE CONTROL
Touch Screen control
Displays set point and chamber temperature
Hi/Low Alarm W/ Email and SMS notification
Alarm Relay Dry Contacts
Power Failure Dry Contacts
Battery Back-up
Viewable Temperature graph
Data logging downloadable via USB or FTP
Multi-Level Security
VNC Remote Access

ALARM SYSTEM WITH RELAY
The battery operated alarm system will emit an audible & visual signal when there is a mechanical or electrical failure. Relay for remote alarm hook-up.

REFRIGERATION SYSTEM
A So-Low cascade system with two hermetic compressors. CFC & HCFC free refrigerants.

CONSTRUCTION
Chamber is 14-ga. Zinc coated galvanized steel.
Exterior is 16-ga. steel. Power coated cool gray.

VOLTAGE
20 AMP dedicated circuit required.
ETL electrical approval.

Specifications subject to change without notice

RoboFill RF300
Liquid Filler

The RoboFill RF300 is a flexible, semi-automatic system that is capable of filling liquids into Capsules, Cartridges or Bottles

Features:

- Perfect for short manufacturing batches or small production
- Quick changeover from product to product
- Adapts easily to new devices or processes
- Easy to maintain and clean
- Fill weight tolerance +/- 2% ****Capsules Only****
- Modular design allows for additional fixtures and valves to increase production
- Capable of storing up to 100 unique programs
- All manufacturing, service and support from our Indianapolis facility

Heated Product Vessel:

- Product is consistently heated from vessel to nozzle tip to help maintain accurate and reliable fill

Fill Vape Cartridges and Bottles

Heated Product Vessel and Stand

Shown with Capsule Filler

Process Description:

Easily and accurately fill capsules, vape cartridges and tincture bottles with liquids and oils. Product is placed in our 316 stainless steel pressure vessel and processed through a dispensing needle valve into your device.

Capsule trays hold 300 capsules, cartridge and tincture trays are custom designed for your device. STI's custom heating system allows for the consistent filling of the difficult to process liquids and oils.

Support:

- Engineering, CAD design and Customization of machinery
- One-off prototype, replacement and change parts
- Fast delivery on replacement and change parts
- Validation services for cGMP compliance
- On-site field service and training
- Toll-free technical support

RoboFill RF300 Series - TECHNICAL SPECIFICATIONS

Capacity:	1,400 to 7,000 capsules / hour (Depending on model)
Capsule Sizes:	00, 0, 1, 2, 3 & 4
Capsule Tray Capacity:	300 Capsule Tray
Cartridge/Tincture Tray Capacity:	Depends on the device configuration
Required Air:	85 psi @ approx 1cfm flow
Electrical Requirements:	110-230 volts, single phase, 60 Hz / Current: 2.5mA
Dimensions: (X), (Y), (Z)	300mm x 300mm x 100mm (Work Area) 485mm x 500mm x 590mm (Equipment Area)
Weight (approx)	35 Kg
Pressure Vessel:	1, 2, 4, & 8 Liter (Non-Heated) Vessel Options

Heated Product Vessel - TECHNICAL SPECIFICATIONS

Capacity:	1L (One Liter) and 2L (Two Liter)

Phone: (317) 241-9444
Toll-Free: (800) 435-7174
Fax: (317) 240-1273
4901 W. Raymond Street
Indianapolis, IN 46241

SCHAEFER TECHNOLOGIES, INC.
www.schaefer-technologies.net
email: kschaefer@schaefertech.us

UK & European Representative
Glenvale Packaging
www.glenvale-pkg.co.uk
+44 (0) 1933 673677

Truffly Made Inc.

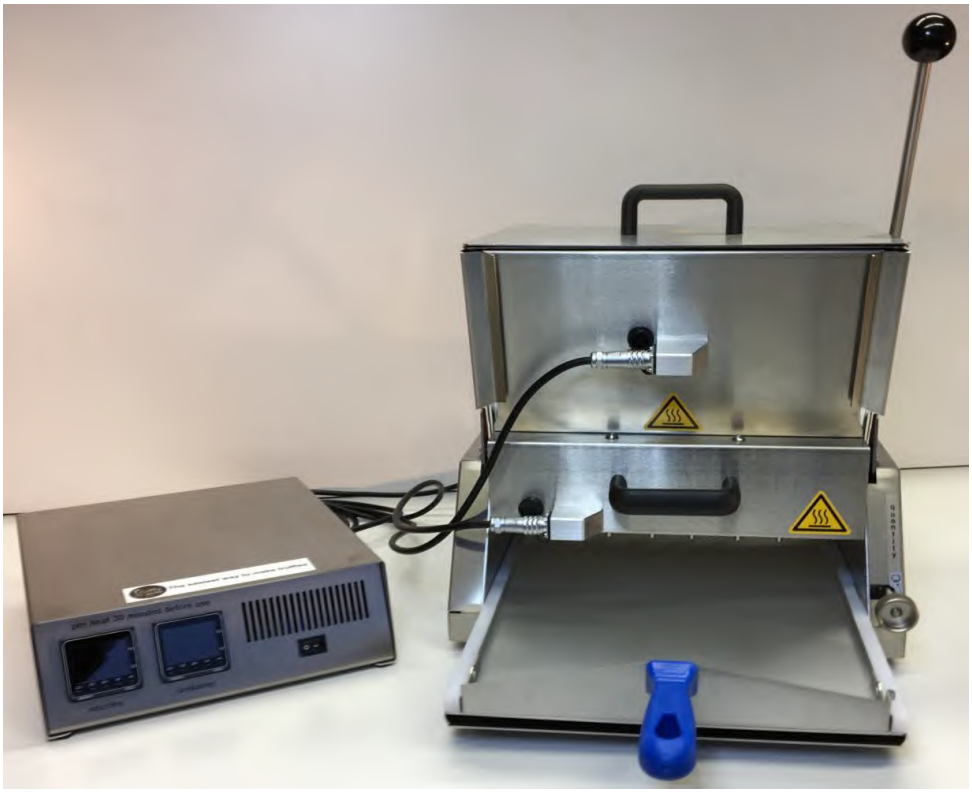
The easiest way to make candies

GUMMIES | CARAMELS | HARD CANDIES | CHOCOLATES | JELLY CANDIES

Instructions for use

Pralinen-Fix *Universal*

Praliné - fix



02 / 2018

Attention:

Clean all parts before using the Pralinenfix

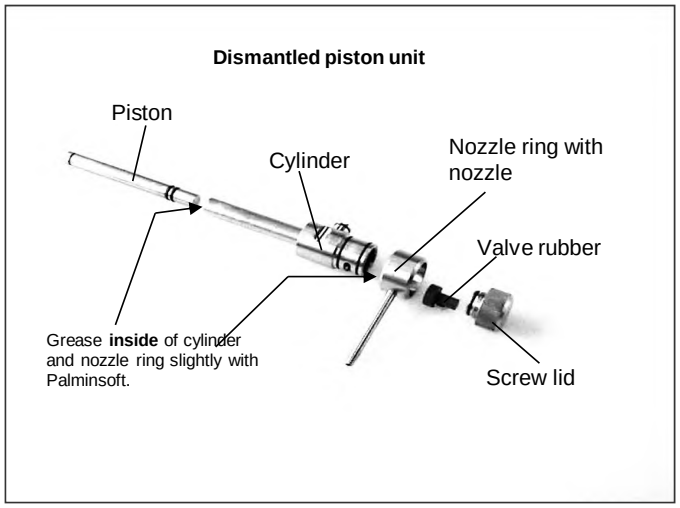
Cleaning and assembling piston unit

Cleaning
All parts of the container and the piston unit can be cleaned both by hand and in the dishwasher.
We recommend a temperature setting of approx. 70°C
The simplest manner of cleaning is by hand using the enclosed brush and a normal washing up liquid.
Don't put the heating plate in the dishwasher. It must be cleaned by hand.

For cleaning in the dishwasher use a normal household liquid.

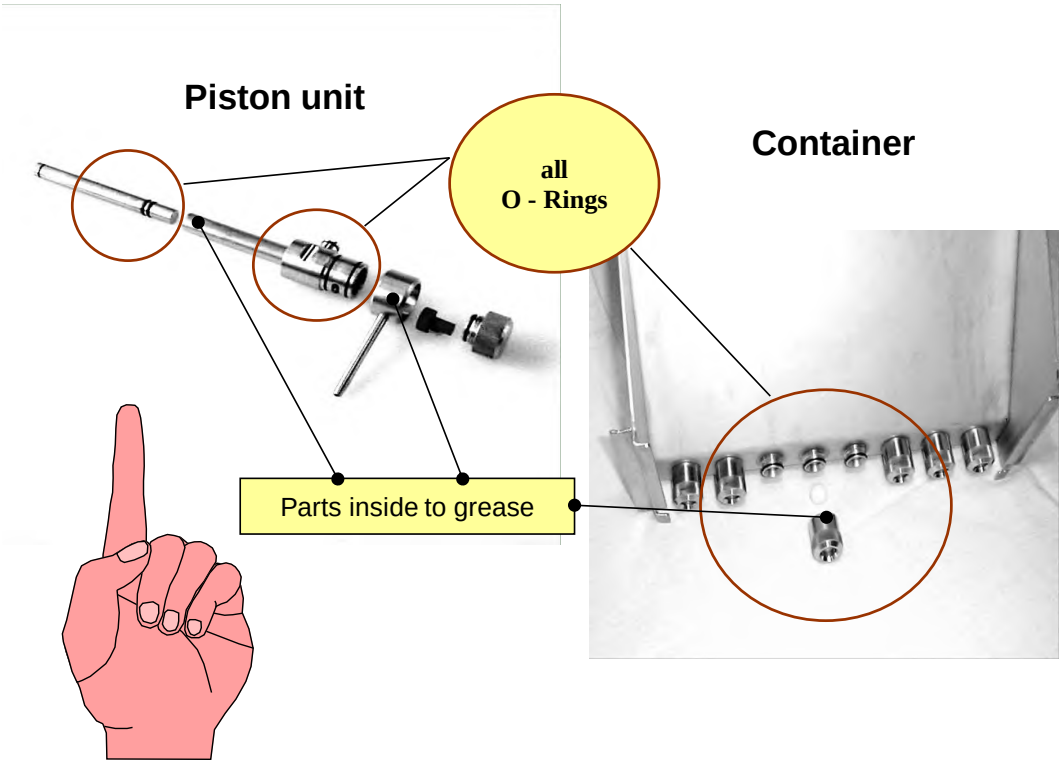
The cylinder tube and nozzle must be positioned in the direction of rinsing (usually vertical) to ensure that they are also cleaned inside.

Assembly
Before assembling the piston unit, the **cylinder** and the **nozzle ring must be greased** slightly from the inside**.**



Important

To guarantee a steady filling,
the following parts are to be greased
after the cleaning.



Annex 2 PFM 2000
02 / 2018

Pralinen-Fix PFM universal

Dear Customer,

We congratulate you on acquiring the Pralinenfix PFM 2000.
Our product is subject to strict quality inspection.
Please observe the following information to start the machine correctly.

Table of contents

Page Chapter
1 Table of contents / technical data / important information
2 Declaration of conformity
3 Scope of delivery of PFM 2000 / spare parts list
4 Description of device
5 Starting / cleaning and care
6 Assembly of piston and container
7 Assembly of the heating elemet
8 Settings of the basic machine
8 How to inject mass and coat
10 Guarantee / guarantee conditions / customer service
11 Trouble shooting

Technical data

Basic machine	Width:	apr.	400	mm	
	Height:	apr.	570	mm	with container + cover
	Depth:	apr.	500	mm	
	Weight:	apr.	30	kg	with container, cover, heater and heating regulator
Container	Container volume:	apr.	5	litre	

Type label

Machine

PRALINEN-FIX
PFM universal
Serial no. **0 0 0 0 0**
CE
patented
Made in Germany

Heating system

type: BB **Heating regulator** 2K
Input: 100-240VAC 50-60Hz
Output: 24VDC max.600W (200W per connection)
Use only with heating type: BB heating element 24V 460W
T.B.D. GmbH
Spittelbronerweg 59/1
78056 VS Schwenningen Germany
CE
UL compliant

Important information

Our device complies with the relevant regulations on technical equipment.
The Pralinenfix (heating element) should only be connected to a protective contact socket which has been installed according to regulations.
Please ensure that the mains voltage on the type label corresponds with that of your house.

- Remove the mains plug before cleaning and dismantle the heating element.

- The supply lead and plug must be dry when starting up.

Although all parts of the Pralinenfix are cleaned before leaving the factory, we recommend cleaning all parts which come into contact with foodstuffs before starting.
(See Pasge 4 Cleaning and care)

CE EC-Declaration of Conformity

Hereby we declare that the products listed below meet the requirements of the low-voltage and EMC directives.

Manufacturer:
T. B. D.
Technisch- Betriebswirtschaftliche- Dienstleistungsgesellschaft mbH
Spittelbronner Weg 59/1
78056 Villingen-Schwenningen
Deutschland

Product: Control unit with heating plates for keeping chocolate and sugar masses warm

Tradename:
Control unit: BB Regelung 2K 100-240VAC-24VDC 600W
Heating plates: BB Heizkomponente 24V 460W

Models/Typ:
Control unit:
BB Regelung 2K 100-240VAC-24VDC 600W

Heating plates:
BB Heizkomponente 24V 460W

The designated product meets the requirements of the low-voltage directive 2014/35/EU

Applied standards:
EN 60335-1:2012-10
EN 61010-1:2011-07
EN 61558-2-16:2014-06

The designated product meets the requirements of the EMC directive 2014/30/EU

Applied standards:
EN 61204-3:2001-10 +A1:2004-04
EN 55011:2017-03
EN 61326-1:2013-07

Miko Zajac
CEO

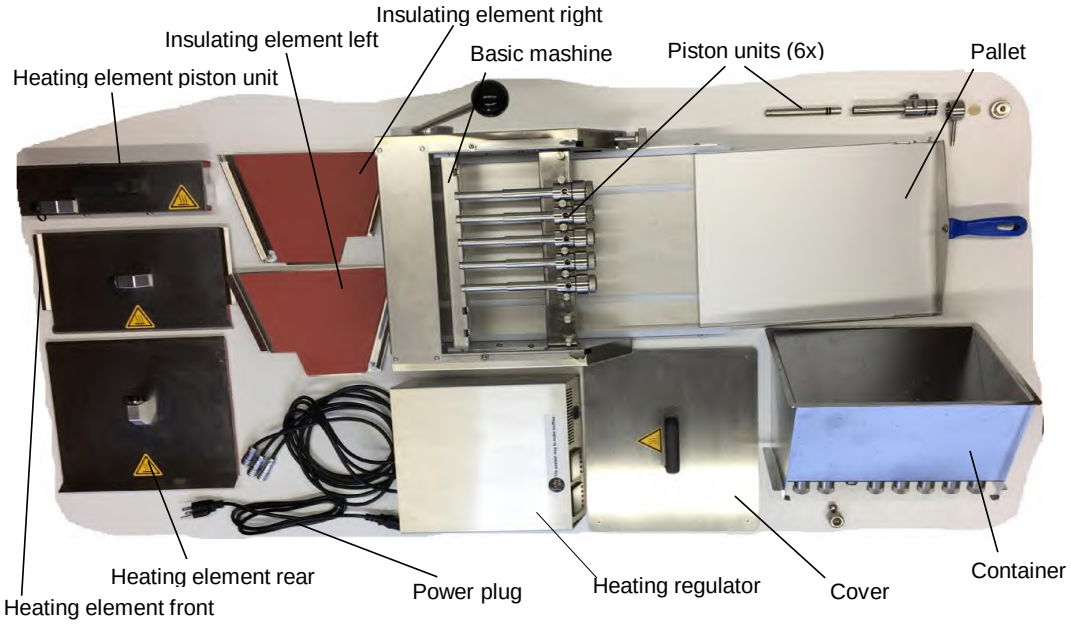
Andrejel Zajac
CEO

Villingen-Schwenningen, den 07.12.2017

Pralinen-Fix PFM universal

Scope of Delivery

Name	Part No.	Quantity	Remarks
Basic machine	00.382678	1	assembled
Container	00.382684	1	assembled
Piston units	00.382682	6	assembled
Pallet carrier	29.10.28	1	assembled
Pallet carrier normal (Container)	29. 10. 28	1	assembled
Cover	00.382787	1	assembled
Heating regulator	00.382986	1	assembled
Heating element piston unit	00.382703	1	assembled
Heating element front	00.382700	1	assembled
Heating element rear	00.382699	1	assembled
Insulating element left	00.382702	1	assembled
Isulating element right	00.382701	1	assembled
Cleaning brush	29. 19. 02	1	big
Cleaning brush	29. 19. 01	1	small
Service set	00.382697	set	24 pieces

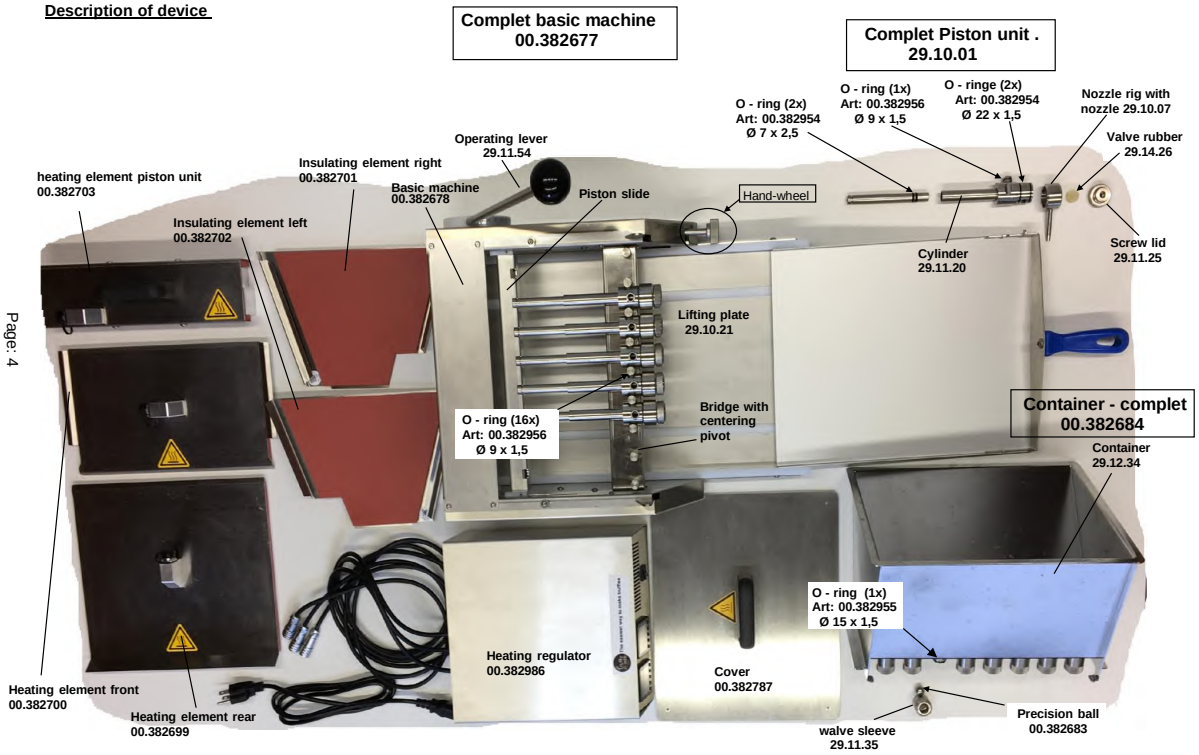


Service - Set O-Ring Part No.: 00.382697**:**

Quantity	Dimension	Part No.
16 pieces	Ø 7 x 2,5	00.382953
8 pieces	Ø 9 x 1,5	00.382956
16 pieces	Ø 15 x 1,5	00.382955
16 pieces	Ø 22 x 1,5	00.382954

Pralinen-Fix PFM universal

Description of device



Page: 4

Starting

Before initial use

- Remove the packing from the device and check that all parts are complete
  In case of transport damage, see Page: 8 Customer Service

Read instructions for use thoroughly and store in a safe place for subsequent use

- All parts from the PFM must be cleaned before use
  See sectiom cleaning and maintance
  See Page: 6 Assembly Fig. 1 - 4

- Basic Machine + heating regulatior + heating elemets
  Clean the basic device with a moist cloth only
  ! **Attention ! Do not immerse the basic machine in water or clean under running water and protect the heating regulator from moisture**

- Set the operating lever from transport position to large quantity
  ! **Attention ! The operating lever is slightly spring-tensioned**
  Press the operating lever downward to set and to adjust requiered quantities

- After cleaning the individual parts, prepare the praline machine for operation
  See Page: 6 Assembly Fig. 1- 4
  ! **Attention !** Ensure that all parts are dry and that **there is no water residue !**

  Pre-heat the basic machine before starting.
  ! **Attention ! Observe pre-heating period** ! 30 minutes

- **Attention !** Heating plates may only be put into operation if they are attached to the filling device
  ! **improper handling of the PFM may cause damage at the heating element**

- **Attention risk of burn injuries with heating element**

Cleaning and care

Attention ! **Remove mains plug** before cleaning **!**

☞ Dismantle piston units. *(Page: 6 Fig. 1)*
☞ Dismantle container. *(Page: 6 Fig. 2)*
☞ Dismantle the heating elements from the machine. **(don't put it in the dishwasher)**
☞ The container and all parts of the piston unit are dishwasher-proof.
Place the cylinder tube and nozzle in the rack in the direction of rinsing.
We recommend a temperature of 70° for cleaning these parts.
Select the appropriate wash program.
☞ Do not immerse the basic device in water or clean under running water.
☞ Clean the basic device with a moist cloth only.
☞ Do not use abrasive or aggressive cleaning agents.
☞ Do not use sharp objects to remove dry residue.
☞ All parts should be thoroughly dried after cleaning.
☞ **Spray the inside of the cylinder tube and the nozzle ring slightly with a soft fat. (Page: 6 Fig. 1)**
☞ **O rings / Spray rubber parts slightly before assembly.**
☞ Reassemble piston units. (*Page: 6 Fig. 1*)
☞ Screw vales to container. *(Page: 6 Fig. 2)*
☞ **Spray valve sleeve slightly.** *(Page: 6 Fig. 2)*

Assembly **(No tools required)**

Screw parts hand-tight only

Fig.1
Dismantled piston unit

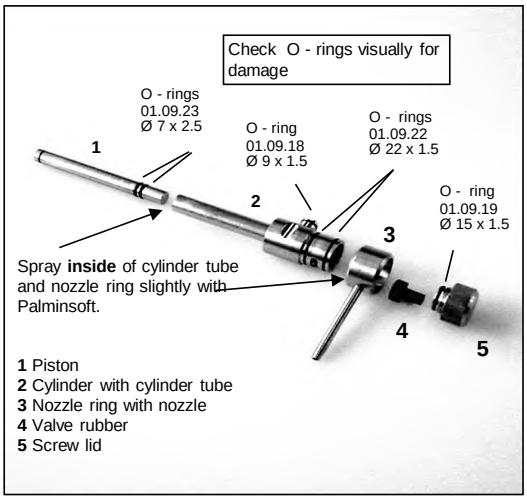


Fig. 2
Dismantled container

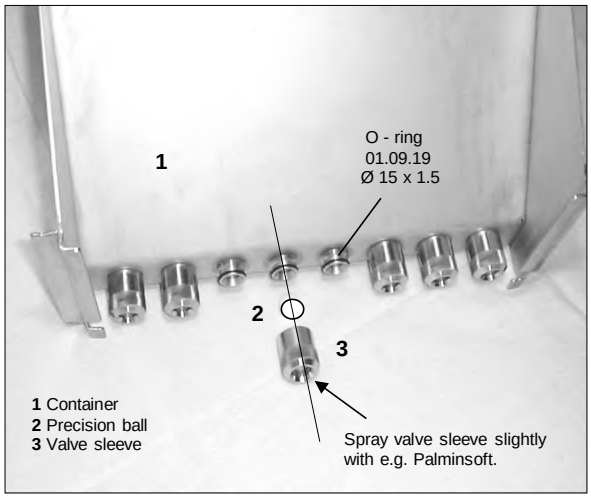
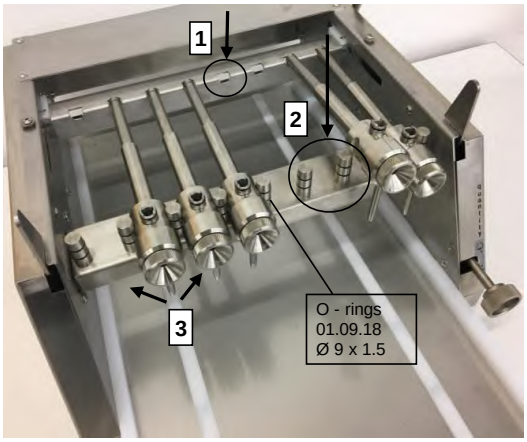
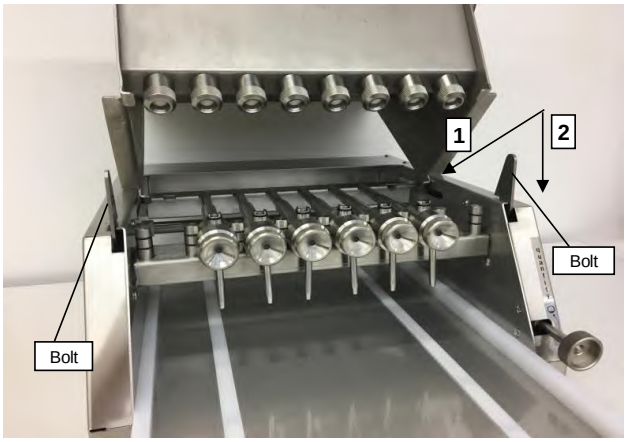


Fig. 3
Insert piston unit in basic machine



1 The piston must be fixed with the groove in the piston slide.
2 The cylinder must lie fully on the bridge.
3 The Pistons can be pivoted to the left and right (orientation to the forms / Blisters)

Fig. 4
Place container on basic machine



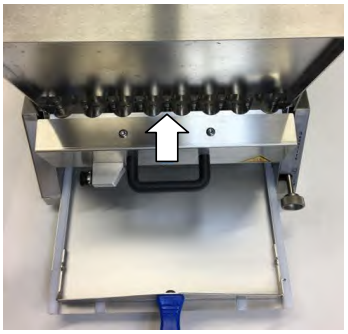
1 Insert the container in the mount
2 Press the container downw at the front until <u>both</u> bolts are latched into position.

Pralinen-Fix PFM universal

Assembly **(No tools required)**

(disassembly is the reverse way of the assembly)

Fig. 1

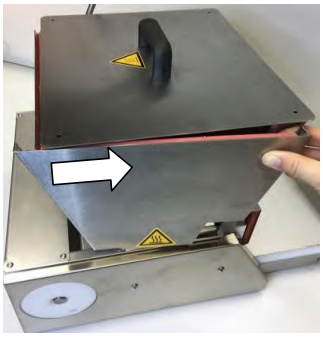


open uo the heating element

Fig. 2

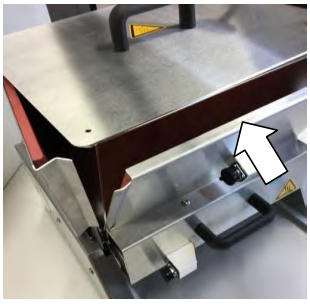
heating element behind

Fig. 3



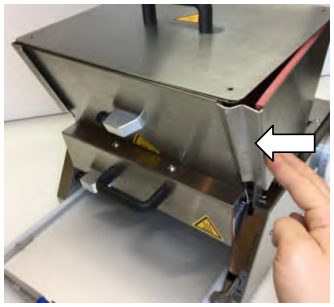
insulating element left + open up pushing from right rear to the front

Fig. 4



put on the heating element in the front

Fig. 5

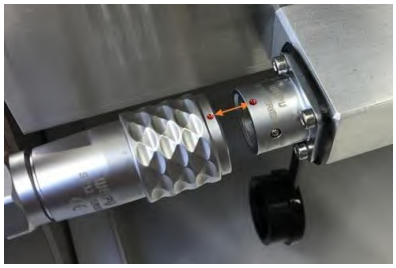


bracket from insulating element left + right, pull over the heating element front

Fig. 6

completely built up heating system

Fig. 7



the red spots must face each other then you can put on the plug

Fig. 8

Piston Units

6 Pins

Fig. 9

Heating element rear

3 Pins

Fig. 10

Heating element front

4 Pins

Basic machine settings

Setting of dosage quantity

- To set the value on the scale, press the operating lever down slightly to release pressure

- Turn handwheel (clockwise) **to the right:** More mixture
- Turn handwheel (counterclockwise) **to the left:** Less mixture

Fig. 11

Adjustment options for heating regulator

Temperature settings in °Fahrenheit
- left display (nozzles) = Heating element Piston unit
- right Display (container) = Heating container

	Example (nozzles)
PV: actual value	82 °F
SV: set point	266 °F

	Example (container)
PV: actual value	77 °F
SV: set point	266 °F

Button: Temperature regulation up

Button: Temperature regulation down

Fig. 12

How to inject mixture

- ☞ Praline machine cleaned, assembled and pre-heat 30 minutes *(Page: 8 Fig. 12)*
- ☞ Alter the settings at the basic machine
- ☞ Fill the container with the mixture
- ☞ Place the tray under the nozzles
- ☞ Apply approx. 4-5 strokes until the mixture emerges free from bubbles
- ☞ Return the mixture which has collected in the tray to the container
- ☞ Position the pallet with the truffle forms on the rack
- ☞ Align the nozzles by hand to the middle of praline opening
- ☞ Set distance of nozzle at correct distance to praline opening
- ☞ Pull the operating lever quickly through to the stop
- ☞ Check the filling amount and if required, readjust *(Page: 8 Fig. 11)*
- ❙ Can only be corrected after the 2nd stroke
- ☞ Pull the tray forward until the notch latches into Pos. 2, push the tray to the stop

Injection procedure - complete coating

- ☞ Praline machine, cleaned, assembled and preheated (Page: 8 Fig. 12)
- ❙ Attention: No water residue in the entire machine
- ☞ Alter settings at the basic machine (Page: 8)
- ☞ Empty coating into container
- ☞ Place the tray under the nozzles
- ☞ Apply approx. 3 strokes until the coating emerges without bubbles
- ☞ Return the mixture which has collected in the tray to the container
- ☞ Position the pallet with the filled truffle forms on the tray
- ☞ Align the nozzles by hand to the middle of the praline opening
- ☞ Set nozzle at correct distance to the praline opening *(Page: 6 Fig. 3)*
- ☞ Press the operating lever downward
- ☞ Check the filling amount and if necessary readjust *(Page: 8 Fig. 11)*
- ❙ Can only be corrected after the 2nd stroke
- ☞ Pull the operating lever quickly through to the stop

Guarantee

This device was manufactured and tested according to the latest methods.
Our products have a 24 month guarantee.
For the heating system we grant an 12 month warrenty.

The guarantee only applies to original parts.

Garantee conditions

All defects which are a result of errors in material or manufacture
will be eliminated free of charge

The guarantee claim does not apply to repairs carried out by the purchaser or third party.
Damage resulting from incorrect handling, connection as well as force majeure
or other external influence, are not covered by the guarantee.

Note:

Should the device not function correctly, check whether the required settings were made in accordance with the instructions for use

Subject to technical alterations

Customer service

Should your device become damaged, please do not hesitate to contact us.

Describe the fault or defect that occurred as precisely as possible
so that the error can be quickly and precisely analysed.

Should you have difficulties with the praline machine,
please contact the following address:

bayer Feinwerk Gmbh & Co.KG
Max-Planck-Str.49
78052 Villingen-Schwennigen
Germany

bayer FEINWERK

✂----------

Device no. _____ Purchase date: _____

Short description of defect:

.....

Pralinen-Fix PFM universal

Problems and possible causes

Problems	Possible causes / suggested solutions
Air bubbles in the praline	- Air bubbles in the filling - O ring is damaged or does not exist - Distance between nozzle and praline mixture too great - O ring is not or poorly greased
Mixture is not discharged from the nozzle	- wrong precision ball or not installed - O ring is not or poorly greased
Uneven dosage	- Valve rubber is damaged - O ring is damaged
Mixture is dragged over the edge of the praline by the nozzle	- Distance between nozzle and praline too small - Valve rubber damaged **After cleaning all O-rings must be greased**
Mixture drips out of the nozzle opening	- Valve rubber missing or damaged
the lever moves hard	- mashine not enough pre-heated
O-rings are broken, shredded	- Piston, cylinder was not washed out properly

MOBIUS TRIMMER

M210 MILL

PRECISION MILLED CANNABIS FOR EXTRACTS AND GROUND PRODUCT.

The Mobius M210 Mill is a continuous throughput mill that delivers fine and consistent plant material for cost effective cannabis oil extraction or beautiful ground product. Add dry flower and trim of any size to the all-stainless steel construction and the M210 will produce a perfect, consistent grind with minimal powder. The unit has several screen options to customize output ranging from coarse to fine. The all stainless-steel construction is easy to clean and ready for GMP facilities. Milled plant material can be caught in the included tote or an optional conveyor for fully automated workflows.

PERFECT EXTRACTS & GROUND PRODUCT

Supercritical Fluid Extraction produces the best product when the extraction vessel has an appropriately high packing density. Low packing density is typically the result of irregularly shaped plant material, resulting in slower and more costly extraction and inconsistent product quality. Milling plant material to a uniform size using the Mobius M210 makes extraction more efficient and leads to higher-quality oils. Product destined for ground consumption is consistently beautiful.

SAFETY-FIRST DESIGN

The glove-friendly control panel with emergency stop is conveniently positioned at the front of the device within easy reach of the operator. Controls include variable speed, reset, forward, and reverse. The M210 is CSA compliant for guarding and has a safety interlock on the access door.

KEY FEATURES

- 110 lbs per hour dry
- 5 screen options ranging from coarse to fine output
- Quality stainless construction
- Indoor non-marking castors for easy positioning
- GMP compliant
- Ergonomic design for perpetual operation
- Easy to clean
- Safety-first design

SPECIFICATIONS

Construction	Stainless Steel
Speed Adjustments	1 - 10
Number of Screens	7
Feed Motor	1/2 HP
Number of Milling Blades	6
Power Requirements	115V, 6AMPS
Tool-less Disassembly	Yes
Fits Through a 32" Door	Yes
Width	28"
Length	28"
Height	52"
Weight	265lbs
Warranty	1 year
Certifications	CE and cLCus Certification
Accessories	• Fine Screen • Medium Screen • Coarse Screen • Custom Carts • Custom Feed Hopper

Interested in adding a Mobius M210 Mill to your trim room?
Contact us for a custom quote.

1-866-874-6244 | INFO@MOBIUSTRIMMER.COM | MOBIUSTRIMMER.COM
©2020 MOBIUS TRIMMER. ALL RIGHTS RESERVED. | CS2006M210

XR550 Control Panel

- Onboard dialer
- Onboard 10/100 network communication
- Plug-in cellular communicators allow for Virtual Keypad™ and monitoring center connection
- Flash updatable — locally or remotely over cell or network
- Adaptive Technology™ — cost-effective supervised cellular backup
- Up to 500 1100 Series™ wireless or wired LX Bus™ zones
- Up to 99 schedules for areas, doors, outputs, Z-Wave® Favorites and profiles

FEATURES

- Select Area, All/Perimeter or Home/Sleep/Away operation
- 32-individual reporting areas with common areas
- Up to 96 supervised door access points and/or keypads
- Up to 16 supervised keypads, seven of which can be wireless
- 32-character names available for user, zone, area, profiles and group names
- Up to four profiles per user
- Fully supervised network, cellular and Wi-Fi communication
- Communications Diagnostics check network and cellular communication status from the keypad
- Eight communication paths between the panel and monitoring center
- Flexible system arming features with Instant Arming option
- Lockdown operation from keypad or mobile app
- Up to 562 two-wire smoke detector or fire-initiating zones
- 10,000 user codes with 99 profiles and temporary codes
- 506 outputs
- 12,000 event buffer
- Built-in phone line monitor
- French, Spanish and English menus available
- Custom Actions
- 1.5 Amp 12 VDC smoke and auxiliary output with OVC protection
- EASYconnect™ connection for Virtual Keypad™ when used with a network connection

XR550 Bank Features

- UL Bank, Safe and Vault
- Card Plus Pin
- User inactivity audit
- Dual Authority
- Panic Button Test
- Early Morning Ambush

XR550E Encryption Features

- 128- or 256-bit AES encryption
- NIST Certified
- Meets ICPG 705
- IPV6 Support

FLEXIBLE COMMUNICATION

The XR550 has transitioned from dialer-focused communications to a true network, cellular and Wi-Fi communications approach by providing stronger, multi-layered panel communications that ensure a constant link between the panel and monitoring center.

The unique DMP Serial 3 format supports 32-character user, zone and area names to decrease the monitoring center response time and limit dependence on automation literal tables for message interpretation. Contact ID dialer format is also supported.

NETWORK OR CELLULAR COMMUNICATION

Built-in 10/100 auto-sensing Ethernet connection enhances both standard and encrypted line security options. Both UDP and TCP are supported. The network option can be used as the primary or backup path to the digital dialer or cellular option.

The 263 Series cellular communicators can be used as the primary path, providing installation flexibility where no landlines are available. They can be used as a stand-alone communicator without the need for a backup. When used as the backup path, the 263 Series™ communicators provide the security of a communication link that continues to function, even when landlines are cut or compromised. This interface works over a variety of carriers in the USA and Canada.

ADAPTIVE TECHNOLOGY

If a current primary communication path becomes unavailable, Adaptive Technology directs the panel to make a seamless transition from one communication path to another, ensuring that no check-in or supervision messages are missed. This allows a system to be fully supervised when the primary communication path is unavailable, while minimizing expensive cell traffic when all paths are good. The panel is constantly checking the failed path to enable the panel to revert back to the primary path when communication is restored.

EASYconnect TECHNOLOGY

EASYconnect enables the control panel to establish an outbound connection to SecureCom Wireless™ over the network. This allows for an effortless installation of network panels, without any customer router programming, providing extremely quick app connection times.

ZONE AUDIT DAYS

This is a valuable auditing tool to determine whether a zone or device has not been tripped within a certain number of days. Whether the system is armed or disarmed, up to 365 days can elapse without the zone being tripped. Each time the zone is tripped, the counter restarts. After the countdown expires, a fault message is sent and the timer begins the countdown again as per the programmed days.

USER INACTIVITY

The Zone Activity Hours provides notification of user codes or credentials not used over a programmable period of time; for example, employees or service providers who haven't used their PIN code or access credentials during a defined period of time. This notification promotes the purging of user and access rights as a result of employee termination or service provider changes. This option is found in System Options Programming.

EIGHT COMMUNICATIONS PATHS

Create, configure and manage up to eight communication paths between the panel and monitoring center. Each path has its own panel communication programming parameters and can be identified as either primary or backup. This enables installers to configure a reliable communication link, offering greater confidence that the panel will always be connected to the monitoring center.

COMMUNICATION FUNCTION DIAGNOSTICS

The enhanced diagnostic menu enables technicians to check network and cellular communication status and cell signal strength from the keypad.

MOBILE PLATFORMS

DMP mobile platforms provide you with the tools you need to build strong connections with your customers. The Virtual Keypad app puts a keypad on users' smartphone and other Android and iOS devices.

ACCESS CONTROL BURGLARY INTEGRATION

The XR550 is an integrated burglary, fire and access control system that can be configured for users to gain access and disarm the area using a single card read.

FALSE ALARM FEATURES

Providing a way to reduce false alarms, both Cancel/Verify™ and the False Alarm Question prompt users to validate whether an alarm has occurred after entering their codes. In a Home/Sleep/Away or All/Perimeter system, the user can either press Cancel/Verify or Yes/No to confirm alarm status and send it to the monitoring center.

DMP WIRELESS

DMP 1100 Series wireless communication employs 900 MHz frequency-hopping spread-spectrum to ensure clear and accurate signal transmissions without interference in practically any environment. Receivers are alerted of transmitters that go missing with two-way communication. Each wireless transmitter communicates with the receiver using supervision messages.

WIRELESS ONE-BUTTON KEYFOB WITH PROX

The 1144-P is a portable panic button fob, programmable to function in multiple locations with alerts for lost fobs, late to test and low battery power.

WIRELESS ENCRYPTION

DMP's 1100 Series E models are for customers who want to add the hardest layer of security. In addition to 900 MHz frequency-hopping spread spectrum supervised communication, these models also offer full support for 128-bit AES (Advanced Encryption Standard) over the air. For added security, DMP 1100 Series encrypted devices also allow you to enter your own passphrase for unique key generation, providing full encryption end to end.

The encryption models are offered separately from existing 1100 Series devices. For the highest level of encryption, it is recommended that all devices on the system be E models, although each of the products are fully backward compatible with systems that do not support encryption, so they can be added to existing systems or operate as a stand-alone system.

LOCKDOWN

For emergency situations, a Lockdown command can be issued from the keypad menu or via remote command to lock all doors designated as public.

INTRUSION PANELS

AREAS
Program up to 32 areas with a variety of options, including independent arming. Each area has a unique name and may have its own account number.

Common areas automatically arm when the last independent area is armed; likewise, they disarm when the first independent area is disarmed. This is ideal for lobbies or areas where users need common access to specific areas only.

TEMPORARY CODES
Temporary codes are user codes that can be entered with a finite date and specific time to expire.

ZONE EXPANSION
The XR550 provides up to 574 zones, programmable for burglary, fire and access applications.

- 10 Onboard Zones
- 16 Keypads = 64 Zones
- Five Built-in LX Bus (100 zones per LX)

ONE-MAN WALK TEST
A special code is also available for installers to test the system. The One-Man Walk Test allows a single technician to check the panel response to burglary, fire, panic and supervisory zones.

OUTPUTS
The XR550 provides up to 506 outputs that can be activated by zone or system events, by schedule, through the User Menu or when a card is presented. Output Groups allow multiple outputs to activate with a single event and/or can be assigned to a particular user profile.

FLEXIBILITY IN SCHEDULES
Enhanced scheduling for areas, doors, outputs and holiday schedules offer flexibility for your customers. Ninety-nine programmable schedules are available and can be assigned to an area, door or output. The same schedule may be assigned to more than one area, door or output, making them reusable. A List key facilitates browsing through the list of stored names on the keypad.

- Up to 8 schedules per profile
- Up to 16 schedules per door
- Up to 8 schedules per area
- Up to 8 schedules per output
- Up to 40 holiday dates

ENCRYPTION
The XR550 provides encrypted data transmission to the monitoring center and is ideal for secure environments where encrypted data is required. Using 128- or 256-bit AES ensures secure data transmission by using a unique alphanumeric passphrase.

REAL-TIME STATUS ENHANCES THIRD-PARTY INTEGRATION
Alarm systems are increasingly being integrated with environmental control and home automation systems. With real-time status information from zones, doors and other outputs, XR550 Series™ panels are readily integrated with these third-party control and automation systems. See DMP.com/Integration_Partners.

Z-WAVE SUPPORT
Add up to 140 Z-Wave devices with the 738Zplus module for mobile control of lights, locks and thermostats. Up to 20 Favorites allow users to program multiple devices to respond to a single command or panel events like arming and disarming. Z-Wave devices can be controlled with the 7800/9800 Series™ Graphic Touchscreen Keypad and Virtual Keypad.

CUSTOM ACTIONS
In addition to controlling lights, locks and thermostats, users can also take advantage of several customizable actions that can be programmed into the panel. Users can select a combined sequence of actions, all based on specific Favorites, lights and locks to activate or deactivate Z-Wave devices, Favorites or outputs during specific times and days or specific zone trips.

96 ACCESS CONTROL DOORS
Any access control reader with an OSDP or Wiegand output can be connected to the XR550 Series panel.

The XR550 system can restrict access by schedule, arming level or other criteria. The specific reason for access denial can be displayed on the keypad, stored in events, sent to the monitoring center and DMP Advanced Reporting. Anti-passback feature is also available.

COMMERCIAL FIRE
The DMP XR550 is also approved for commercial fire applications. Integrate intrusion, access and fire into a single application or use the XR550FC as a stand-alone commercial fire alarm control panel. See LT-1317 for more information.

SUPPORT FOR WIRELESS DOOR CONTROL
The 1134 Wireless Access Control Module allows customers to take advantage of the panel's access control capabilities in hard-to-wire locations, such as a gate or warehouse entrance. This eliminates the need for costly wire runs or trenching and provides the ease and flexibility to add access control in nearly any environment. In addition to Wiegand readers, 1134 modules support OSDP readers, making them among the most secure access control modules available. For customers who want to add an even hardened layer of security, all DMP's 1100 Series E models include DMP wireless devices and receivers offer full support of 128-bit encryption capabilities.

PROGRAMMABLE EOL OPTIONS
You have the flexibility to change the EOL Value from 1k to 2.2k for panel zones 1 – 9. This is easily configured in System Options and allows you to use an XT panel to take over systems with 2.2k without having to pull contacts and change the EOL resistors. While saving you time, it also reduces the cost of takeovers.

1100T WIRELESS TRANSLATOR
The 1100T is the industry's only wireless translator listed and approved for life safety. Plus, it makes it easy to take over DSC, Interlogix, Honeywell 5800 and 2 GIG Series systems, all without replacing existing transmitters and sensors. To accommodate the maximum number of supported sensors on the XR550, one 1100T can learn in 99 zones. It communicates to a DMP panel using the panel's built-in wireless receiver. This eliminates wiring and allows you to place the translator anywhere regardless of where the control panel is. With this one device, you can upgrade customers systems' to DMP quality, with software management tools, as well as online and app convenience and functionality without increasing installation costs.

INTRUSION PANELS

COMPATIBILITY REFERENCE SHEET

Keypads

630F	LCD Remote Fire Command
7000	Series Thinline Keypads
7000A	Series Aqualite Keypads
7463	Network Thinline LCD Keypad
7800	Graphic Touchscreen Keypads
9060	Wireless Keypad
9063	Wireless Keypad w/ Prox Reader
9800	Wireless Touchscreen Keypads

Expansion Modules

708	Bus Extender
710	Bus Splitter/Repeater
711	Single Zone Expansion
711S	Zone Expansion Module
712-8	Eight-Zone Expansion
714	Four-Zone Class B Expansion
714-8	Eight-Zone Class B Expansion
714-16	16-Zone Class B Expansion
715	Four-Zone Two-Wire Smoke Expansion
715-8	Eight-Zone Two-Wire Smoke Expansion
715-16	16-Zone Two-Wire Smoke Expansion
716	Output Expansion, four Form C relays, four open collector Outputs
736P	Radionics Interface
738A	Ademco Interface Module
738I	ITI Interface Module

Cellular Communicators

263EXT	Cellular Extension Module
263LTE-V/381-2	LTE Communicator for Verizon
263LTE-A/381-2	LTE Communicator for AT&T

Auxiliary Modules

860	Relay Output Module
865	Style W/X Notification Circuit Module
866	Style W Notification Circuit Module
867	LX-Bus Notification Circuit Module
869	Style D Initiating Module
893A	Dual Phone Line Module

Power Supplies

505-12/LX	5 Amps at 12 VDC
505-12L 5	5 Amps at 12 VDC
505-12A 5	5 Amps at 12 VDC

Smoke/Heat Detectors

2W-BLX	Conventional Smoke
2WT-BLX	Conventional Smoke/Heat

Intrusion Devices

Virtually any other standard intrusion detectors

Access Control

352M-G	Extra Large Enclosure with Mounting Plate
352PM-G	Extra Large Enclosure with Transformers and Mounting Plate
734	Access Control Module
734N	Network Access Control Module
734N-POE	Network Access Control Module
1134	Wireless Access Control Module
OP-08CB	REX Motion Detector

Proximity Readers and Credentials
DMP ProxPatch™

Monitoring Center Receivers

SCS-1R	Security Control Receiver
SCS-105	Single-Line DMP Serial 3 Receiver compatible with receivers that accept Standard CID, DD or DMP Serial 3 messaging
SCS-VR	(Virtual Receiver) Software-only solution that runs on a server for network IP and cellular communications

DMP Wireless

1100X	Receiver
1100XH	High-Power Receiver
1100R	Repeater
1100T	Translator
1101	Universal Transmitter, Internal and External Contacts
1102	Universal Transmitter, External Contact
1103	Universal Transmitter, Internal and External Contact
1106	Universal Transmitter, Internal and External Contact
1107	Micro Window Transmitter
1108	Doorbell Module
1114	Four-zone Expander
1115	Temperature Sensor and Flood Detector
1116	Relay Output
1117	LED Annunciator
1118	Remote Indicator Light
1119	Door Sounder
1122	PIR
1126R	360 Ceiling Mount PIR
1127C	Wall Mount Curtain PIR
1127W	Wall Mount Wide Angle PIR
1128	Glassbreak Detector
1131	Recessed Contact
1134	Wiegand Interface Module
1135	Siren, 100 dB
1136	Remote Chime
1137	LED Emergency Light
1139	Bill Trap
1141	Wall Button
1142	Two-Button Hold-up Transmitter
1142BC	Two-Button Belt Clip Hold-up Transmitter
1144-1	One-Button Key Fob
1144-2	Two-Button Key Fob
1144-4	Four-Button Key Fob
1144-1P	One-Button Key Fob
1144-D	Dual-Button Key Fob
1148	Personal Pendant
1154	Four-Zone Input Module
1158	Eight-Zone Input Module
1164	Smoke Detector with Synchronized Sounder
1164NS-W	Smoke Detector with No Sounder
1166	Smoke Ring
1168	Smoke/CO/Low Temp Detector
1183-135F	Heat Detector (Fixed)
1183-135R	Heat Detector (Rate of Rise)
1184	Carbon Monoxide Detector

Accessories

270	Network Transient Suppressor
277	Trouble Annunciator
300	Four-wire Harness
303	Silence/Reset Push-Button
305	Plug-in Output Relay
306	Tamper Harness
307-S	Screw-on Tamper Switch
3012	Clip-on Tamper Switch
335	Intrusion Siren
370	Lightning Suppressor
374	Surge Voltage Suppressor
431	Output Harness
738Z+	Z-Wave Interface Module
861	Power Distribution Module

Dealer Management

Dealer Admin™
Remote Link™ Programming Software

End User Management

Virtual Keypad
VirtualKeypad.com
Entré™ Access Control Software

System Specifications

Primary Power (Included):
16.5 VAC 50 VA transformer

Secondary Power:
12 VDC Battery
Models: 364, 365, 366, 368 or 369

Output Rating:
Bell & Smoke Aux Share 2.0 Amps at 12 VDC
(56 VA & 100 VA Transformer options available for up to 3.0 Amps @ 12 VDC)

Current Draw:
174 mA

Enclosures:

Material	Cold-rolled steel
Model 350 (Gray or Red)	17.5" W × 13.5" H × 3.5" D
Model 350A (Gray)	17.5" W × 13.5" H × 3.75" D
Model 352X (Gray)	14.5" W × 32" H × 4" D
Model 341 (Gray)	12.75" W × 6.55" H × 3.15" D

Certifications

New York FDNY
FCC Part 68
FCC Part 15
Underwriters Laboratories (UL) Listed
- UL Bank, Safe, and Vault
- UL Commercial Fire
- UL Standard Line Security
- UL Encrypted Line Security

NIST Validated Certificate #2350 and #2595
Underwriters Laboratories Canada (ULC) Listed
California State Fire Marshal (CSFM)

For additional information, go to DMP.com/Compliance.

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2500 N. Partnership Blvd, Springfield, MO 65803
Designed, engineered and manufactured in Springfield, MO using U.S. & global components

LIMITED WARRANTY: DMP warrants that the products manufactured by DMP and described herein shall be free from defects of manufacture, labeling, and packaging for a period of three (3) years from the invoice date to the original Buyer, provided that representative samples of the defective products are returned to DMP for inspection...To read the full DMP Limited Warranty, go to DMP.com/Warranty or check the DMP Price List or Catalog.

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5-Inch Touchscreen Keypad

- Integrated proximity reader
- Brand with your dealer logo
- Responsive resistive touchscreen

FEATURES

- Stylish gloss black or white finish
- 5-inch, full-color display
- Wired or wireless
- Interactive shield for quick arming status
- Add up to four hard-wired zones
- Keypad turns red in alarm conditions
- AC power and Armed LED
- Distinct fire, burglary, zone monitor and prewarn tones
- Supports “False Alarm” and Cancel/Verify™ features
- Simple harness connection to four-wire keypad bus
- Displays armed zones and armed areas
- Unique silence feature allows the user to silence alarm bells and still keep the system armed
- Easily control Z-Wave® devices

KEYPAD DISPLAY
Users can easily adjust screen brightness, tone and volume of keypad touches.

CUSTOMIZE YOUR DISPLAY
Insert a standard Micro SD card in the keypad slot to transfer your dealer logo and dealer profile information to display on the keypad. When the dealer logo on the main screen is pressed, it provides your dealer contact information. To customize your display, SD cards must be 32GB capacity or lower and formatted to FAT32 with default/ automatic allocation.

SHIELD DISPLAY
The shield will animate when armed, and the interior will display the type of arming: All, Perimeter, Home, Sleep or Away. Area modes are also supported. When disarmed, the shield will stop animating and read Disarmed.

RED KEYPAD
During an alarm state, the keypad screen turns red. The change in color allows the user to instantly recognize an alarm condition, even if the siren has been silenced. The screen remains red until reset by the user.

CUSTOMIZABLE CAROUSEL MENU
The carousel menu on the main screen offers common functions such as Panic, Chime, Check-in, Reset, Options and Easy Exit™. With a customizable carousel, there's no need to scroll through the options you don't want to use.

ATTENTION LIST
If an alarm or communication problem has occurred while armed, the main screen displays a yellow attention list button. When touched, the attention list displays the zone
and event.

SCREEN CLEANING OPTION
Simply tap the Clean Keypad Screen icon displayed in the carousel menu's Options. The screen locks for 40 seconds, giving users time to clean the touchscreen and housing.

WEATHER INFORMATION
Up-to-date weather information for today and tomorrow displays on the touchscreens that are installed with network or cellular connected panels.

VERSATILE SUPERVISED AND UNSUPERVISED OPERATION
When programmed for supervised operation, the keypad occupies its own unique device address on the keypad data bus.

Unsupervised operation allows you to install an unlimited number of keypads set to the same device address. Increasing the number of keypads allows maximum system operating flexibility.

"IS THIS A FALSE ALARM?" OR CANCEL/VERIFY™
In a Home/Sleep/Away or All/Perimeter system, you can CANCEL a burglary alarm or VERIFY that a valid burglar alarm has occurred. You can also answer whether it is a false alarm with YES or NO. Selecting VERIFY or YES manually verifies that an alarm occurred and sends an alarm verification message to the monitoring station.

UNIVERSAL PROGRAMMING TOOL
The 7800/9800 Series Graphic Touchscreen Keypad can be used for system programming.

FOUR EXPANSION ZONES
The four expansion zones on the 7872 and 7873 models are fully programmable Class B protection zones that can be used for a variety of residential fire, burglary and access control applications.

TOUCHLESS ARMING/ DISARMING OPERATION
The built-in proximity reader operates with a variety of credentials, including cards, fobs and the DMP Prox Patch™.

Z-WAVE™ SUPPORT
Add up to 140 Z-Wave devices with the 738Zplus module on any XR, XT or XTL Series panels. Control your lights, locks and thermostats all from the Carousel menu on the graphic touchscreen keypad.

5-INCH TOUCHSCREEN KEYPAD

9862USB

USB style includes desk stand
and easy-to-plug-in mini-USB power supply.

7873 GRAPHIC KEYPAD

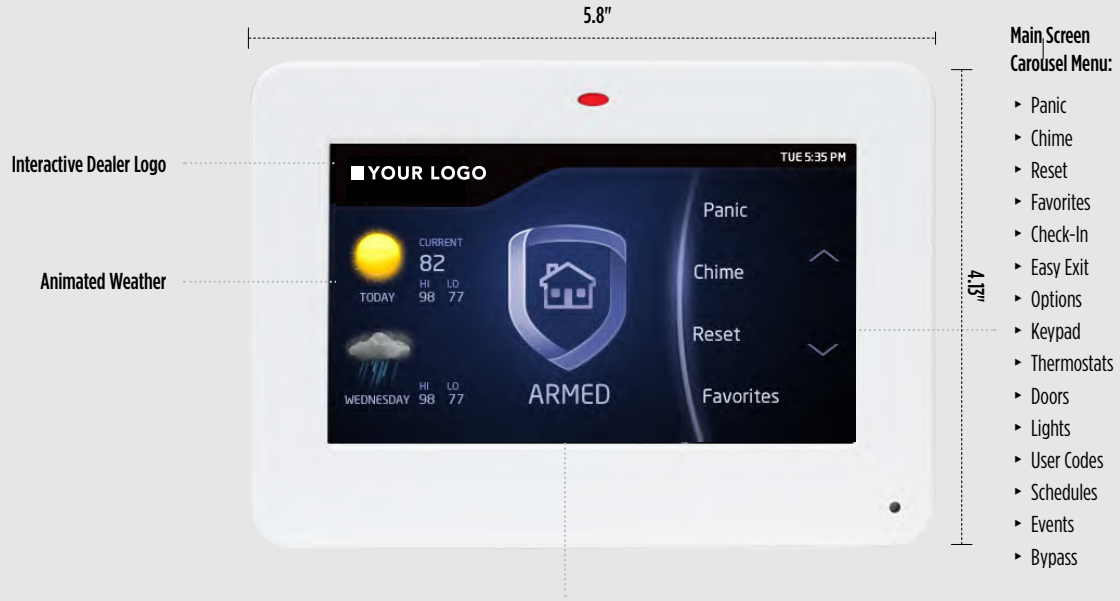
This keypad provides a door strike relay and allows Wiegand input from external card readers. This offers a simple way of running door control to a keypad

7873 MOMENTARY BYPASS

To provide an entry and exit window on systems with 24-hour perimeter protection, DMP offers the Bypass feature. Bypass allows the user enough time to enter or exit the area. If the door remains open when the timer expires, a zone Open/Shut is sent to the panel for the keypad Zone 2.

7873H HIGH SECURITY TOUCHSCREEN KEYPAD

This keypad provides the same functionality as the 7873 keypad. This allows the keypad digits to automatically randomize on user code entry. It also features an integrated privacy filter on the keypad screen.



Arming: Tapping the shield provides the user an arming options screen.

Arming: Press the shield for two seconds, and the system quick arms and starts the exit timer, giving the user time to leave.

Disarming: Press the shield for two seconds, and the keypad screen asks you to enter your code to disarm.

Enter code: When the user opens an entry door, the keypad screen asks you to enter your code to disarm.

5-INCH TOUCHSCREEN KEYPAD

COMPATIBILITY REFERENCE SHEET

Keypad Model Features

Model	Panic	Red in Alarm	4-Zones	Internal Prox Reader	Wiegand Input Internal Form C Door Strike Relay	1100 Series Wireless
7872	•	•	•	•		
7873	•	•	•	•	•	
7873H	•	•	•	•	•	
9862	•	•		•		•
9862USB	•	•		•		•

Keypad Accessories

Backbox/Plates

694-7800-W	Retrofit Backplate (White)
695-7800-B	In-Wall Backbox (Black)
695-7800-W	In-Wall Backbox (White)
698-7800-B	Retrofit Backplate (Black)
698-7800-W	Retrofit Backplate (White)

Deskstands

699-7800	Keypad Deskstand
9800-STAND-B	Replacement Deskstand for 9800 Keypads
9800-STAND-W	Replacement Deskstand for 9800 Keypads

Batteries

9800BAT/8	Replacement Battery for 9800 Keypads
9800BAT2400/8	Replacement Battery for 9800 Keypads

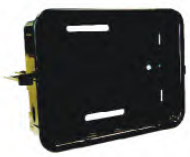
Keypad Wiring Harness

300-7800-5	5-wire harness
300-7800-12	12-wire harness
300-9800-PWR	Replacement Power Harness
300-9800-4	4-wire harness

Proximity Credentials

1306P	Prox Patch
1326	Proxcard® II Card
1346	ProxKey® III Access Device
1351	ProxPass®
1386	IsoProx® II Card
PSC-1	Standard Light Proximity Card
PSK-3	Proximity Key Ring Tag
PSM-2P ISO	Imageable Proximity Card

7872-B | 7873-B | 9862-B | 9862USB-B



695-7800-B In-Wall Kit or 695-7800-W

7872-W | 7873-W | 9862-W | 9862USB-W

Specifications

Operating Voltage	12 VDC
Dimensions (7800)	5.8" W × 4.13" H × 0.6" D
Dimensions (9800)	5.8" W × 4.1" H × 0.8" D
Display Type	Full-color graphic LCD
Display Size	5.0" (15:9 diagonal)
Colors	Gloss Black or White

Compatibility

7872/7873	XT30|XT50 and XR150|XR550 Panels
9862/9862USB	XT, XTL and XR150|XR550 Panels

Current Draw

7872

Standby	145 mA + 1.6 mA per active zone
Alarm	215 mA + 2 mA per active zone

7873

Standby	143 mA + 1.6 mA per active zone
Alarm	222 mA + 2 mA per active zone

9862

Standby	120 mA + 1.6 mA per active zone
Alarm	206 mA + 2 mA per active zone

Certifications

7872/7873

California State Fire Marshal (CSFM)
FCC Part 15 RFID Reader FCC ID: CCKPC0131
Industry Canada ID: 5251A-PC0131
ETL Listed:

ANSI/UL 294	Access Control
ANSI/UL 365	Police Connected Burglar
ANSI/UL 609	Local Burglar
ANSI/UL 1023	Household Burglar
ANSI/UL 1076	Proprietary Burglar
ANSI/UL 1610	Central Station Burglar
ANSI/UL 985	Household Fire Warning

9862/9862USB

FCC Part 15: CCKPC0132
Industry Canada ID: 5251A-PC0132
ETL Listed:
ANSI/UL 1023 Household Burglar
ANSI/UL 1076 Proprietary Burglar
ANSI/UL 1610 Central Station Burglar

For additional information,
go to DMP.com/Compliance.

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Thinline™ LCD Keypads

7060/7063/7070/7073/7463

FEATURES

- Attractive Thinline keypad housing available in several colors
- Large, 32-character, Liquid Crystal Display (LCD)
- Custom 16-character home or business name
- Keypad and logo backlighting turns Red in alarm conditions
- User-adjustable brightness, tone and volume controls
- Supports "Is this a false alarm?" and Cancel/Verify™ features
- Built-in diagnostics for ease of service
- Simple harness connection to four-wire keypad bus or Local Area Network
- Connect devices directly to keypad zones
- View system events/user activity through keypad display
- AC power and Armed LED
- Suitable for access, burglary and fire applications
- Distinct fire, burglary, zone monitor and prewarn tones
- Displays time of day, armed zones and armed areas
- Optional backboxes for conduit or wall-mount applications
- Unique silence feature allows the user to silence alarm bells and still keep the system armed
- The 7463 Network Keypads are compatible with XT Series™ and XR Series™ panels

- Visual and audible alarm notification
- Silence alarm while system remains armed
- Optional integrated proximity reader
- Four optional onboard fully programmable zones
- Retrofit to any DMP panel

ENHANCED OPTIONS

- 7063, 7073 and 7463 keypad proximity readers accept up to eight different card formats

VERSATILE SUPERVISED AND UNSUPERVISED OPERATION

When programmed for supervised operation, the keypad occupies its own unique device address on the keypad data bus. Network keypads must be supervised.

Unsupervised operation allows you to install an unlimited number of keypads set to the same device address. Increasing the number of keypads allows maximum system operating flexibility.

USER-FRIENDLY MENU FUNCTIONS

The User Menu allows you to quickly browse through menu options. Disarming and arming functions are fast and easy. Any function allowed by the user authority level is simply accessed through the keypad, such as silencing alarms, resetting sensors or displaying events.

TWO-BUTTON PANIC KEYS

The top row of keys can be used as two-button panic keys. The user simply presses and holds two of the keys simultaneously to send either a panic, non-medical emergency or fire report to the monitoring center.

"IS THIS A FALSE ALARM?" AND CANCEL/VERIFY

In a Home/Sleep/Away or All/Perimeter system, you can CANCEL a burglary alarm or VERIFY that a valid burglar alarm has occurred or similarly answer whether it is a false alarm with YES or NO. Selecting VERIFY or YES manually verifies that an alarm occurred and sends an alarm verification message to the monitoring center.

KEYPAD SHORTCUT KEYS

Keypad shortcut keys are provided to simplify operation and allow the user to more quickly arm, check in, monitor, exit or reset the system. One-button arming creates the simplest keypad available. Use the one-button shortcut keys for common functions, or use the ATM style menu for advanced functions, whichever method meets the user's needs or level of expertise with the system.

END-USER CONTROL

Each of the Thinline Series™ keypads provides a simple User Options menu for adjusting brightness, speaker tone and volume.

VALUABLE VISUAL ALARM INDICATOR

In a normal state, both the keypad and logo backlighting remain Green. However, during an alarm state, the keypad and logo turn Red. The change in color allows individuals on-site to instantly recognize an alarm condition.

Red Backlighting

Green Backlighting

DISTINCT SOUND PATTERNS

The keypads also provide distinct sound patterns for fire, burglary, zone monitor and prewarn that can help users identify the event occurring on their systems.

RETROFIT ANY EXISTING DMP SYSTEM

Retrofitting is quick and easy. Thinline keypads have the same footprint as existing DMP keypads and mount in currently installed backboxes. Thinline Series keypads require no special modules or panel upgrades. You can provide a new look and greater functionality to an existing system at just a fraction of the cost of all new equipment.

MULTIPLE-KEYPAD SAVINGS

Install multiple keypads on the same wire run. Compatibility and cost savings make the Thinline Series an asset in every installation.

OPTIONS

The Thinline Series keypads also provide Keypad Options and Keypad Diagnostics menus available only to system installers and service technicians. Enter Keypad Options to set the keypad address and change the default keypad message.

Test the keypad operation at any time without disabling the system. The diagnostics program tests the LCD segments and backlighting, each of the 16 keyboard keys and the four zones on the 7070 and 7073 keypads.

WEATHER INFORMATION

Up-to-date weather information for today and tomorrow will be displayed in the status list for cell or network connected panels. If the panel is not capable of supporting weather, the space will be blank. Eight statuses are available to indicate the weather: SUNNY, CLEAR, P-CLOUDY, CLOUDY, RAINY, SNOWY, STORMY and FOGGY.

7463 NETWORK THINLINE LCD KEYPAD

When you're installing an alarm panel in a building that's already wired for IP network, DMP's 7463 Network Keypad gives you the advantage of saving time by plugging into the existing network. Power the keypad from the included 12 VDC plug-in transformer. Also included is a backup battery for four hours of standby power. Network keypads are compatible with all XT and XR Series panels.

THINLINE™ KEYPADS

UNIVERSAL PROGRAMMING TOOL

System installation and programming can be achieved without carrying around or purchasing expensive external programmers since panel and add-on module programming is integrated into DMP keypads.

Individually program panels, Com Series universal communicators and other programmable add-on modules directly from the keypad.

7070/7073 FOUR EXPANSION ZONES

Zone expansion is available right on the keypad where you need it the most. The four expansion zones on the 7070 and 7073 models are fully programmable Class B protection zones that can be used for a variety of fire, burglary and access control applications.

ZONE TYPE SELECTION

Keypad zones can be programmed using the same zone types available on the panel. Select supervised, unsupervised, night, fire, panic, exit and emergency operation depending on the user requirements.

ZONE DEVICE CHOICES

Connect PIRs, door and window contacts, pull stations, sprinkler tamper switches and silent panic buttons. Plan the installation to afford the best coverage while eliminating potential problems associated with multiple wire runs.

7063/7073/7463 CODELESS ARMING AND DISARMING

The innovative 7063, 7073 and 7463 Thinline keypads contain an onboard DMP proximity reader that allows users to simply present their proximity credentials to the keypad to gain access to a protected area. You can program up to eight different card formats for compatibility with what your customers are using.

7073 MOMENTARY BYPASS

To provide an entry and exit window on systems with 24-hour perimeter protection, DMP offers the momentary bypass feature. Momentary bypass allows the user enough time to enter or exit the area. If the door remains open when the timer expires, a zone open/short is sent to the panel for the keypad Zone 2.

7073 EXTERNAL READER

Add an external Wiegand-compatible reader to the 7073. This makes indoor/outdoor applications easy — or anywhere you need to add an external proximity or other technology reader.

REQUEST-TO-EXIT (REX)

To enable easy user exit from an area, connect a motion sensing or mechanical device to Zone 3 on the keypad. As the user trips the zone, the keypad activates the door strike allowing the user to exit the area without presenting a card or entering a user code.

PRIVATE LABELING

DMP offers dealers the option to present their company logos on the 7000 Series™ keypads. The logo displays on the rubber logo insert and replaces the DMP logo. The backlighted logo glows Green during normal operation and turns Red in an alarm state.

KEYPAD MODEL FEATURES

Model	Two-Button Panic	Red in Alarm	4-Zones	Internal Prox Reader	Wiegand Input	Internal Form C	Door Strike Relay
7060	•	•					
7063	•	•		•			
7070	•	•	•				
7073	•	•	•	•		•	
7463	•	•		•			

THINLINE™ KEYPADS

COMPATIBILITY REFERENCE SHEET

KEYPAD ACCESSORIES

Alternate Housings

THIN-LCD-B	Black Housing
THIN-LCD-I	Ivory Housing
THIN-LCD-P	Platinum Housing
THIN-LCD-W	White Housing

Backboxes

695	Keypad Conduit Backbox
696	Keypad Backbox

Keypad Wiring Harness

300	4-wire harness
300-5	5-wire harness
300-12	12-wire harness
300-512	12-wire harness, 5' long
300-7400-6	6-wire 7400 harness

Proximity Credentials

1306	Prox Patch™
1306PW	Prox Patch
1326	ProxCard II® Card
1346	ProxKey III® Access Device
1351	ProxPass®
1386	ISOProx II® Card

External Proximity Readers (7073 Only)

PP-6005B	ProxPoint® Plus Proximity Reader
MP-5365	MiniProx Proximity Reader
PR-5455	ProxPro® II Proximity Reader
MX-5375	MaxiProx® Proximity Reader
TL-5395	ThinLine II® Proximity Reader

Farpointe Proximity Credentials

CSR-35P	Conekt Bluetooth Reader
Delta 3	Contactless Mullion-Mount Smartcard Reader
Delta 5	Contactless Mullion-Mount Smartcard Reader
Delta 6.4	Contactless Smartcard Reader and Keypad
P-300-H-A	Cascade Proximity Reader
P-500-H-A	Alps Proximity Reader
P-620-H-A	Denali Proximity Reader with Keypad
P-640-H-A	Patagonia Proximity Reader with Keypad

KEYPAD ORDERING INFORMATION

7060-W	Thinline LCD Keypad
7060N-W	Thinline LCD Keypad with Numeric Keys
7063-W	Thinline LCD Keypad with Prox Reader
7063N-W	Thinline LCD Keypad with Prox Reader and Numeric Keys
7070-W	Thinline LCD Keypad with 4 Zones
7070N-W	Thinline LCD Keypad with 4 Zones and Numeric Keys
7073-W	Thinline LCD Keypad with 4 Zones, Prox Reader and Door Access Relay
7073N-W	Thinline LCD Keypad with 4 Zones, Prox Reader, Numeric Keys and Door Access Relay
7463-W	Thinline LCD Network Keypad with Prox Reader

THIN-LCD-W

THIN-LCD-B

Specifications

Operating Voltage	12 VDC
Dimensions	7" W × 5.25" H × 0.5" D
Display Type	LCD
Color	White

Compatibility

Compatible with all DMP panels. Not available in a Fire Keypad Variation. 7463 — XR Series only.

Current Draw

7060	
Standby	72 mA
Alarm	87 mA
7063	
Standby	85 mA
Alarm	100 mA
7070	
Standby	72 mA + 1.6 mA per active zone
Alarm	87 mA + 2 mA per active zone
7073	
Standby	85 mA + 1.6 mA per active zone
Alarm	100 mA + 2 mA per active zone
7463	
Standby	100 mA
Alarm	100 mA
Max Battery Charging	285 mA

Certifications

For additional information, access DMP.com/Certifications

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FIND US AT @DMPALARMS ON MOST SOCIAL PLATFORMS

1100 Series™ Wireless

RECEIVERS, REPEATERS & TRANSLATORS

WIRELESS RECEIVERS

- 1100D/1100DH/1100DI
  Receiver for XT Series™ Panels
- 1100X/1100XH
  Receiver for XR Series™ Panels
- 1100R
  Repeater for XT, XTL, and XR Series Panels
- 1100DE
  Encrypted Wireless Receiver for XT Series Panels
- 1100DHE
  Encrypted Wireless High Power Receiver for XT Series Panels
- 1100XE
  Encrypted Wireless Receiver for XR Series Panels
- 1100XHE
  Encrypted Wireless High Power Receiver for XR Series Panels
- 1100RE
  Encrypted Wireless Repeater for XT, XTL, and XR Series Panels
- 1100T
  Wireless Translator
- 1100TF
  Wireless Translator with 24-hour Standby Battery Backup

FEATURES

- Frequency-hopping 900 MHz spread-spectrum technology
- Seamless integration with DMP panels and other hardwired devices
- Simple programming
- Superior range
- Two-Way™ supervised wireless communication
- 3-, 60- or 240-minute supervision window, selectable by zone or output to maximize effectiveness
- Extended range with the 1100DH and 1100XH
- Attractive and durable plastic housing for all units
- Internal antenna

FIND US AT @DMPALARMS ON MOST SOCIAL PLATFORMS

DMP OFFERS INCREASED SECURITY

Two-Way supervised wireless repeaters and receivers from DMP deliver unparalleled flexibility and simplicity while processing every system message efficiently. Whether the installation is new construction, an upgrade or retrofit, DMP wireless communication gets the job done faster with less effort.

TWO-WAY COMMUNICATION

Superior to traditional wireless devices that just broadcast until the zone is restored, DMP 1100 Series require an acknowledgement from the receiver, indicating successful communication. This smart technology ensures that each and every communication is received and efficiently processed at the panel.

900 MHZ SPREAD-SPECTRUM TECHNOLOGY

DMP wireless communication employs 900 MHz frequency-hopping spread-spectrum to ensure clear and accurate signal transmissions without interference in practically any environment.

INCREASED SECURITY

Other wireless devices can take up to four hours before the system recognizes a missing device! With two-way communication, if the receiver misses an expected supervision message, the system immediately reports the zone or output as missing, so your system's integrity and reliability are never compromised.

128-BIT ENCRYPTION

The 1100 Series' E models deliver industry-standard 128-bit AES encryption over the air and frequency-hopping spread-spectrum. For added security, DMP 1100 Series encrypted devices allow you to enter your own passphrase for unique key generation, providing full encryption end to end. Encryption is compatible with XR and XT Series panels with version 183 or higher.

The E model wireless devices and receivers are offered separately from existing 1100 Series devices. For the highest level of encryption, it is recommended that all devices on the system be E models, although each of the new products are fully backward compatible with systems that do not support encryption, so they can be added to existing systems or operate as a stand-alone system.

MODEL FEATURES

Model	Description	Compatibility	Encryption	High Power	UL 864
1100D	Wireless Receiver	XT Series			
1100DH	Wireless High Power Receiver	XT Series		•	
1100DI	Wireless In-line Receiver	XT Series			
1100DE	Encrypted Wireless Receiver	XT Series	•		
1100DHE	Encrypted Wireless High Power Receiver	XT Series	•	•	
1100X	Wireless Receiver	XR Series			•
1100XH	Wireless High Power Receiver	XR Series		•	•
1100XE	Encrypted Wireless Receiver	XR Series	•		•
1100XHE	Encrypted Wireless High Power Receiver	XR Series	•	•	•
1100R	Wireless Repeater	XT, XTL & XR Series			•
1100RE	Encrypted Wireless Repeater	XT, XTL & XR Series	•		•
1100T	Wireless Translator	XT, XTL & XR Series			•
1100TF	Wireless Translator with 24-hour standby battery backup	XT, XTL & XR Series			•

1100 SERIES WIRELESS

1100D AND 1100X RECEIVERS

Competitively priced for residential or commercial applications, the 1100D and 1100X Receivers allow you to add wireless transmitters to DMP panels as easily as adding a keypad. Supporting up to 32 wireless transmitters using the 1100D or up to 500 transmitters using the 1100X, DMP receivers satisfy all wireless applications.

1100DH AND 1100XH RECEIVERS

The more powerful 1100DH and 1100XH offer the same Two-Way Wireless capabilities as the basic 1100D and 1100X models, but with the added power needed for harsh radio frequency environments. The 1100DH installs on the keypad bus of the XT Series panels. The 1100XH installs on the wireless bus of the XR Series panels.

1100DI RECEIVER

This economical receiver provides the same basic features as the 1100D model but in a more compact unit. The 1100DI connects anywhere on the keypad bus of XT Series panels and is suitable for either residential or small commercial applications.

1100R REPEATER

Extend the communication range of DMP wireless devices with the 1100R Wireless Repeater. Use up to eight 1100R repeaters with any DMP 1100 Series receiver system. The plug-in DC power supply is backed up by a 24-hour battery. Onboard LEDs provide built-in survey capability to enable single-person installation and eliminate the requirement for an external survey kit. An internal case tamper switch provides device security.

1100T AND 1100TF TRANSLATORS

The 1100TF Wireless Translator includes a 24-hour standby battery backup for residential and commercial fire applications. Both the 1100T and 1100TF allow upgrades of non-DMP systems with one-way, low-frequency, wireless transmitters. It is compatible with transmitters that operate at various MHz such as Interlogix, Honeywell 5800, 2GIG and DSC. With this one device, you can easily take over any of these systems and upgrade them to DMP panels, receivers and software management tools. With 24-hour standby operation, the new 1100TF is ideal for commercial fire installations and is in accordance with NFPA 70 and NFPA 72.

The 1100T communicates to a DMP panel via DMP's 1100 Series receivers' wireless connection that eliminates wiring. To accommodate the panel's maximum number of supported sensors, one 1100T can learn in:

- 32-48 zones with XT panels
- 99 zones with XTL panels
- 100 zones with XR150 panels
- 128 zones with XR550 panels

With this one device, you can continue to use the working transmitters and sensors to send events, supervision and low battery messages to the panel. Keeping existing transmitters and sensors in place allows you to save your customers money and reduce their level of interruptions with quicker installations.

The 1100T gives your customers DMP quality with online and app convenience and functionality without increasing installation costs. The 1100T is also compatible with life safety devices and is certified for commercial and residential smoke detection.

1100 SERIES WIRELESS

COMPATIBILITY REFERENCE SHEET

Frequency Range	905-924 MHz
Flame-retardant ABS constructed housings	

1100D/1100X/1100DE/1100XE Receiver

Operating Voltage	8.0 to 14 VDC
Current Draw	35 mA
Dimensions	5.5" W × 3.75" H × 1" D

1100DH/1100XH/1100DHE/1100XHE Receiver

Operating Voltage	8.0 to 14 VDC
Current Draw	100 mA
Dimensions	5.5" W × 3.75" H × 1" D

1100DI Receiver

Operating Voltage	8.0 to 14 VDC
Current Draw	45 mA
Housing Dimensions	3.3" L × 1.6" W × 1.2" H

1100R/1100RE Repeater

Operating Voltage	8.0 to 14 VDC
Dimensions	5.5" W × 3.75" H × 1" D

1100T Translator

Operating Voltage	12 VDC, 23 mA
Standby Battery	
Voltage	3.7 VDC
Capacity	800 mAh
Type	Lithium Polymer, rechargeable
Standby	4 hours
Dimensions	5.50" W × 3.75" H × 1.00" D

1100TF Translator

Operating Voltage	12 VDC, 31 mA
Standby Battery	
Voltage	3.7 VDC
Capacity	2400 mAh
Type	Lithium Polymer, rechargeable
Standby	24 hours
Dimensions	5.50" W × 3.75" H × 1.00" D

Compatibility

XTL, XT and XR Series Panels

Accessories

376L	DC Plug-in Power Supply (1100R only)
1100RBAT800/8	Rechargeable Battery (1100R only)
ES532	Outdoor Enclosure (1100D/DH, 1100X/XH)
ES531	Outdoor Enclosure (1100DI only)

Patents

U.S. Patent No. 7,239,236

Certifications

California State Fire Marshal (CSFM)

FCC Part 15 Registration ID

CCK1100	1100D, 1100X
CCKPC0110	1100R
CCKPC0111	1100DI
CCKPC0114	1100DH, 1100XH
CCKPC0114R6	1100D, 1100DH

Industry Canada ID

5251A-PC0082	1100D, 1100X
5251A-PC0110	1100R
5251A-PC0111	1100DI
5251A-PC0114	1100DH, 1100XH
5251A-PC0114R6	1100D, 1100DH

Underwriters Laboratories (UL) Listed

Listings for 1100 Series Receivers and Repeaters
- ANSI/UL 365
- ANSI/UL 609
- ANSI/UL 634
- ANSI/UL 639
- ANSI/UL 1023 (Also 1100T and 1100TF)
- ANSI/UL 1076
- ANSI/UL 1610
- ANSI/UL 985 (Also 1100T and 1100TF)

Additional listings for 1100D and 1100X
- ANSI/UL 636

Additional listings for 1100X, 1100XH, 1100R, 1100T and 1100TF
- ANSI/UL 864

Additional listings for 1100R
- ANSI/UL 268

Additional listings for 1100T and 1100TF
- ANSI/UL 2610

For additional information, visit DMP.com/Compliance.

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1100 Series Wireless Transmitters

FEATURES

- **NEW** For the discreet protection of a recessed door contact, the 1132's industry-standard size offers easy and fast installations.
- Two-Way™ Wireless provides unique advantages including longer battery life, extended range, superior supervision, outputs and wireless devices that can be configured remotely
- Simple serial number programming
- Seamless integration with DMP panels and other hardwired devices
- Built-in Survey LED visually confirms communications
- Extended range and battery life
- 3- 60- or 240-minute supervision window, selectable by zone or output to maximize effectiveness
- Frequency-hopping 900 MHz spread-spectrum technology
- Attractive and durable plastic housing for all units
- Internal case tamper switch for added security
- Programmable from panel keypad or via Remote Link™, Dealer Admin™ or Tech APP™
- User-replaceable 3-volt lithium batteries
- Available with AES encryption for over-the-air communication

ENCRYPTED DEVICES

- 1100XE Receiver
- 1100DE Receiver
- 1100XHE High-Power Receiver
- 1100DHE High-Power Receiver
- 1100RE Repeater
- 1101E Universal Transmitter
- 1103E Commercial Universal Transmitter
- 1106E Universal Transmitter
- 1135E Siren
- 1142E Two-Button Panic
- 1144 Wireless Key Fobs

STANDARD DEVICES

- 1101/1102/1103/1106 Universal Transmitters
- 1107 Micro Window Transmitter
- 1108 Doorbell Module
- 1114 Four-Zone Expander
- 1115 Temperature and Flood Detector
- 1116 Relay Output
- 1117 LED Annunciator
- 1118 Remote Indicator Light
- 1119 Door Sounder
- 1122/1126/1127 Motion Detectors
- 1128 Glassbreak Detector
- 1131 Recessed Contact
- 1132 Recessed Contact
- 1134 Access Control Module
- 1135 Siren
- 1136 Remote Chime
- 1139 Bill Trap
- 1141 Wall Button
- 1142 Two-Button Panics
- 1144 Key Fobs
- 1148 Personal Pendant
- 1154 Four-Zone Input Module
- 1158 Eight-Zone Input Module
- 1164 Smoke Detector
- 1164NS Smoke Detector with No Sounder
- 1166 Smoke Ring
- 1168 Smoke/CO/Low Temp Detector
- 1183-135F Heat Detector
- 1183-135R Heat Detector
- 1184 Carbon Monoxide Detector
- 9060/9063 Thinline Series Keypads
- 9862 Touchscreen Graphic Keypads

TWO-WAY COMMUNICATION

DMP Two-Way Wireless systems operate in the frequency range between 905 and 924 MHz – an unlicensed radio wave or spectrum band that is relatively uncluttered.

DMP Two-Way Wireless products are typically placed up to 1,200 feet from the receiver. With systems operating in the 301 - 433 MHz band, the maximum recommended distance between sensor and receiver is 200 feet. Even with a repeater, that extends the distance to approximately 400 feet.

In the 300-433 MHz band, regulations prevent check-in signals from being sent more than once an hour, which means that an intruder could remove a sensor and not be detected for nearly an hour. Wireless alarm systems operating in the 905-924 MHz band do not have this limitation, enabling sensors to be supervised as frequently as every three minutes.

DMP wireless receivers supervise for transmitters that go missing. With two-way communication, each wireless transmitter communicates with the receiver using supervision messages. Each transmitter can be programmed for no supervision or a 3- 60- or 240-minute window providing flexibility and allowing increased security for those applications that require shorter supervision times.

When the receiver does not receive any supervision messages from the transmitter for the programmed window of time, the receiver reports the zone or output as missing to the panel for display and reporting to the monitoring center.

900 MHZ SPREAD-SPECTRUM TECHNOLOGY

DMP wireless communication employs 900 MHz frequency-hopping spread-spectrum to ensure clear and accurate signal transmissions without interference in practically any environment. The spread-spectrum technology enables the system to use numerous channels within the 905-924 MHz band and to dynamically hop from frequency to frequency.

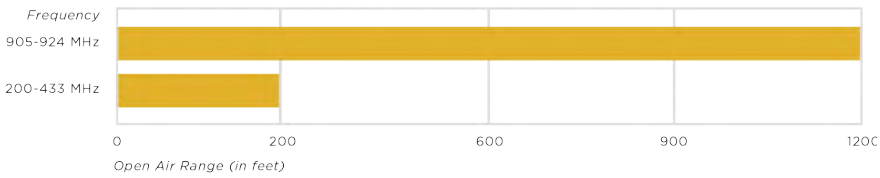
By using spread-spectrum technology, this virtually ensures that a DMP wireless system cannot be defeated by jamming. With non-spread-spectrum systems that operate in a narrow frequency band, an intruder can use a wireless device to flood the area with transmissions at the same frequency used by the alarm system, thereby preventing alarm signals from reaching the receiver.

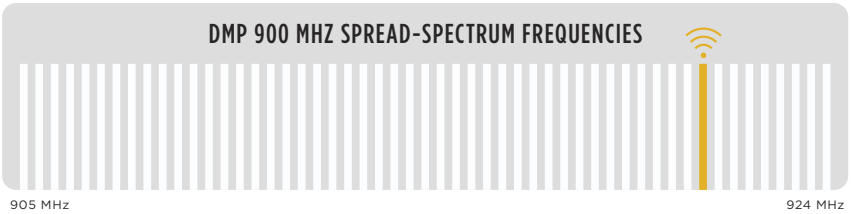
Every 32 milliseconds, DMP Two-Way Wireless hops to a new frequency across 53 frequencies. The order is random and determined by the house code of the panel.

Although spread-spectrum technology uses frequencies that other systems use, and it will see interference from other systems, it is designed to overcome that interference inherently. This is one of the main advantages of spread-spectrum wireless.

If the device and receiver hop to a different channel and encounter a channel that has interference, it simply moves on, and the data acknowledgment will not be received, thus requiring the panel or sensor to resend that signal. This trying and resending will automatically occur until the message is sent and acknowledged. This self-healing system is very reliable.

TYPICAL WIRELESS RANGE





1100 SERIES WIRELESS TRANSMITTERS

DMP Two-Way Wireless alarm systems operating in the 905-924 MHz spectrum band offer numerous advantages over other products. These include:

- Longer range due to less strict regulatory requirements for the 905-924 MHz frequency band in comparison with the 300-433 MHz band
- Support for more frequent sensor check-ins, increasing system reliability
- Spread-spectrum technology for greater reliability and protection from jamming
- Two-way communication for greater reliability
- Suitable for commercial installations because of:
  - Greater range
  - Support for up to eight repeaters
  - Shorter wavelengths are less likely to be blocked by new walls or other changes made to a protected area
  - UL approved for commercial fire installations
- Survey LED for one person installation
- Longer battery life for lower maintenance costs

ONE-WAY VS. TWO-WAY COMMUNICATION

DMP two-way communication enables the control panel and sensors to exchange information. This allows the wireless devices to be controlled and adjusted remotely from the panel or Remote Link software. DMP Two-Way technology sends a single message and immediately receives a single acknowledgment allowing it to save much-needed battery life.

For PIR motion sensors, the Two-Way technology can be used to adjust sensitivity and pulse count settings, etc. Additionally the alarm panel can instruct the motion sensors to go to sleep but send supervision signals when the system is disarmed, saving battery life.

Some competitive PIRs go to sleep after an alarm for three minutes. But with DMP, if the system is not programmed for swinger bypass, a sensor that is tripped repeatedly will continue to send an alarm signal with each trip. An example of where this would occur is when a PIR is repeatedly tripped by a person walking around in its field of view. This acts more like a wired PIR from the monitoring center perspective and provides operators with more real-time information to make appropriate decisions.

EXTENDED BATTERY LIFE

Programming each wireless device with a specific communication test interval eliminates wasteful, repetitive signaling. By eliminating multiple rounds of repetitive signals, two-way communication extends battery life.

SURVEY LED

The onboard LED on all 1100 Series transmitters provides built-in survey capability to allow for single-person installations, eliminating the requirement for an additional survey kit.

SIMPLE PROGRAMMING

No special equipment is needed to program the system! Assign wireless transmitters to zones or outputs during panel programming with Remote Link or from the keypad.

128-BIT ENCRYPTION

For customers who want to add the highest level of security, all 1100 Series wireless transmitters are available with full support for industry-standard 128-bit AES encryption over the air, in addition to 900 MHz frequency-hopping spread spectrum supervised communication. For added security, DMP 1100 Series encrypted devices also allow you to enter your own passphrase for unique key generation, providing full encryption end to end.

All encrypted models are fully backward compatible with systems that do not support encryption. As such, they can be added to existing systems or operate as a stand-alone system.

1100 SERIES ENCRYPTED

- 1100XE Receiver
- 1100DE Receiver
- 1100XHE High-Power Receiver
- 1100DHE High-Power Receiver
- 1100RE Repeater
- 1101E Universal Transmitter
- 1103E Commercial Universal Transmitter
- 1106E Universal Transmitter
- 1135E Siren
- 1142E Two-Button Panic
- 1144 Key Fobs

1101/1101E UNIVERSAL TRANSMITTER

The 1101 Universal Transmitter provides internal and external contacts that may be used at the same time to yield two individual reporting zones from one transmitter. This functionality makes the 1101 perfect for applications where a door and window (or any type of normally open or normally closed contact) are in close proximity.

1102 UNIVERSAL TRANSMITTER

The 1102 Universal Transmitter provides the same look and reliability of the 1101 without an internal contact. Simply connect any normally open or normally closed contact to the 1102 transmitter two-wire terminal block.

1103/1103E UNIVERSAL TRANSMITTER

The 1103 Universal Transmitter is typically used in commercial fire or burglary door/window applications. It offers the same look and features as the 1101 transmitter with the addition of a 470K end-of-line resistor, wall tamper switch and commercial fire listing.

1106/1106E UNIVERSAL TRANSMITTER

The 1106 Universal Transmitter is less than half the size of the 1101/1102, providing more mounting options and more discrete placement. This two-input transmitter is typically used for door/window applications. The internal and external contacts can be programmed to operate at the same time, providing two independent zones from one transmitter.

1107 MICRO WINDOW TRANSMITTER

This low-profile transmitter is typically used for window applications. It contains a single reed switch that detects a magnet mounted on the window. The 1107 provides survey capability to allow one person to confirm transmitter communication with the receiver before installation. A 3-volt coin cell battery powers the transmitter.

1108 DOORBELL MODULE

The 1108 Doorbell Module monitors standard doorbell or Video Doorbell button presses. When someone rings the doorbell, the module sends a wireless signal to annunciate at keypads or any connected 1136 Wireless Remote Chimes.

1114 FOUR-ZONE EXPANDER

The 1114 increases the number of reporting zones available on DMP panels. The four zones can be used with burglary and non-powered devices.

1115 TEMPERATURE & FLOOD DETECTOR

The 1115 can be programmed with up to four zones and serves as a temperature sensor, flood detector or both simultaneously. The 1115 has an internal temperature sensor that can detect cold, hot or warm temperature ranges. When combined with a T280R Temperature Sensor Probe, the 1115 can monitor refrigerated or freezing temperatures. The 1115 may also be combined with a 470PB Water Sensor Probe to monitor flood conditions.

1116 RELAY OUTPUT

The 1116 provides a Form C (SPDT) dry relay contact rated for 1 Amp at 30 VDC. Program the 1116 with a slow or fast response time to fit your application.

1117 LED ANNUNCIATOR

The 1117 provides one remote LED that can be used to visually notify the user about conditions such as armed area annunciation, ambush alarm, burglary alarm, exit timer, entry timer, schedules or communication failure.

1118 REMOTE INDICATOR LIGHT

The 1118 provides one remote LED indicator for XR150 and XR550 Series panels that visually indicates when a panic alarm has been activated. Install in a break room, storage area or anywhere not visible to the teller line or lobby where a notification LED could be used.

1119 DOOR SOUNDER

This single-zone sounder serves as both a burglary and audible alert device, sending a signal to the panel while creating an audible tone. In retail/commercial applications, it provides a lower-cost alternative to sounders available as an add-on with crash bars. Connecting the zone input to a door contact allows it to trigger the sounder immediately.

1122 PIR

The 1122 provides 90-degree 40-foot by 40-foot detection range, pet immunity and the battery saving disarm/disable feature. Includes one 3-volt lithium battery.

1126 CEILING-MOUNT PIR MOTION DETECTOR

The 1126 is a compact low-profile motion sensor. Offering a 360 degree version makes the 1126 flexible for a variety of ceiling mount applications. To save battery life, select YES for Disarm Disable in Zone Programming. This allows the 1126 PIR to be disabled for Night and Exit type zones while the area is disarmed.

1127 WALL-MOUNT PIR MOTION DETECTORS

The 1127C curtain PIR covers a 10-foot curtain area using a Fresnel lens. The 1127W wide-angle PIR covers a 36-foot by 84-degree angle area using a Fresnel lens with pet immunity up to 40 pounds. Both versions exhibit excellent R.F.I. and noise immunity, and include Disarm Disable.

1128 GLASSBREAK DETECTOR

Designed to detect the shattering of framed glass mounted in an outside wall, the 1128 Glassbreak Detector is a fully supervised, low-current shock and glassbreak sensor that provides added detection coverage up to 20 feet. By detecting both high and low frequencies, the 1128 reduces the chance of false alarms. It's also suitable for armor-coated glass. For maximum flexibility and coverage, you can mount the 1128 on the ceiling or on an opposing wall.

1131 RECESSED CONTACT

The 1131 provides concealed protection for doors, windows or any other application needing a discreet contact. The 1131 transmits Normal, Alarm and Low Battery conditions.

NEW 1132 RECESSSED CONTACT

This sensor is an industry-standard size ¾" in diameter and 2½" long. For system upgrades to DMP, this means there's no added work to replace the existing ¾" sensor — just insert the transmitter housing into the existing hole until the cap is flush with the door jamb.

1100 SERIES WIRELESS TRANSMITTERS

1134 ACCESS CONTROL MODULE

The 1134 allows you to use the powerful built-in access control capability of DMP panels with DMP's 900 MHz Two-Way Wireless. DMP panels provide access control, arming and disarming using proximity, mag-stripe, biometric or other Wiegand-output authentication devices. It connects and operates wirelessly with DMP panels. A keypad may be plugged directly into the 1134 for local programming.

1135/1135E SIREN

The 1135 makes it possible to quickly and easily place one or more sirens as part of an installation. For residential and commercial applications, this battery-powered siren is an easy, add-on sale to customers who want the extra security provided by sirens in several interior locations. The 1135 includes a cover tamper and survey LED and comes with batteries. The 1135 has a selectable volume of 100 or 110 decibels.

1136 REMOTE CHIME

The 1136 is a multi-function sounder that plugs directly into a standard 110 VAC wall outlet. The 1136 provides extra annunciation in installations that benefit from a louder keypad chime or small multifamily applications where no keypad is installed and the system is controlled from an app. The 1136 annunciates Chimes (Zone Monitor), as well as Entry Delay Exit Delay, and alarm messages.

1139 BILL TRAP

Designed to provide a silent alarm option for cash drawer operators, the 1139 holds a trapped bill below a stack of bills. When the trapped bill is removed, a panic alarm is sent to the receiver.

1141 WALL BUTTON

The 1141 is a one-button wireless transmitter designed to be wall-mounted. When pressed, a message is sent to the panel. The 1141 also provides an LED that can be programmed to provide visual indication that a signal has been transmitted. The wall button can be used as a panic button, and can be programmed to control outputs, such as a garage door, light switch, door release or as an arming or disarming button. Includes water-resistant installation option.

1142/1142E & 1142BC TWO-BUTTON PANIC TRANSMITTER

The 1142 and 1142BC are typically used as a panic alarm, but with a little imagination this transmitter can be used for a multitude of applications.

The optional belt clip offers mobile protection. Permanently mount the 1142 in an under-the-counter location with the included screws for UL installations.

1144 SERIES KEY FOB TRANSMITTERS

The 1144 Series transmitter is portable, water resistant and designed to be clipped to a key chain or lanyard. The key fob LED provides visual acknowledgment when a button is pressed and responds to each separate operation with specific color-coded LED status displays.

1144-4	Four-button
1144-2	Two-button
1144-1	One-button
1144-D	Dual-button

1144 KEY FOB WITH BUILT-IN PROX

The 1144-1P is a wireless key fob transmitter that includes a built-in proximity credential for access control. This accessory now meets two requirements - controlling the system for such functions as arming, disarming or panic, as well as being able to arm or disarm via an alarm system or as an access control credential.

1148 PERSONAL PENDANT

The 1148 is a one-button, wireless emergency transmitter designed to be worn as a wristband or on a break-away lanyard. The 1148 is programmed as a wireless zone and can be used to activate an emergency alarm at the receiver. The 1148 features a permanently sealed, water-resistant design.

1154 FOUR-ZONE INPUT MODULE

The 1154 allows installers to convert up to four existing hardwired zones into wireless zones. When a DMP panel is installed in the same location as a non-DMP panel, the 1154 can replace up to four existing zones/contacts making upgrades quicker and simpler.

1158 EIGHT-ZONE INPUT MODULE

The 1158 allows installers to convert up to eight existing hardwired zones into wireless zones. When a DMP panel is installed in the same location as a non-DMP panel, the 1158 can replace up to eight existing zones/contacts making upgrades quicker and simpler.

1164 SMOKE DETECTOR WITH SYNCHRONIZED SOUNDER

The 1164 is a wireless device with integrated synchronized sounder. In installations with multiple smoke detectors, when one 1164 sounds, it signals the panel to command all 1164s to sound. Any fire zone tripped on the panel will cause the sounders to initiate. The panel can also trigger other wired strobes and strobe horns. The 1164 uses the robust and experienced 900 MHz Two-Way Wireless technology from DMP that has been approved for commercial fire applications since 2009.

1164NS SMOKE DETECTOR WITH NO SOUNDER

The 1164NS has the same functionality as the 1164 Smoke Detector with Synchronized Sounder, minus the built-in sounder. The 1164NS is intended for use in installations with existing sounder/notification devices. The 1164NS uses the robust and experienced 900 MHz Two-Way Wireless technology from DMP that has been approved for commercial fire applications since 2009.

1166 SMOKE RING

Traditional smoke detectors only provide an audible alert in the event of a fire. The 1166 monitors the smoke detector system and sends a message to the alarm panel when any smoke detector is triggered. Only one 1166 is required per smoke detector system.

1168 SMOKE/CO/LOW TEMP DETECTOR

The 1168 wireless combination detector features multi-criteria smoke sensing using a combination of photoelectric heat, IR flame flicker, carbon monoxide (CO) indicators and a low temp sensor. The 1168 reports carbon monoxide, fire alarms and low temp to the control panel.

1183-135F HEAT DETECTOR

The 1183-135F is a fixed temperature detector that reacts to heat by responding to the fixed 135 degree temperature setting. When activated, an alarm is sent to the control panel. The 1183-135F model has a black dot on the heat collector fin for identification.

1183-135R RATE OF RISE HEAT DETECTOR

The 1183-135R model is a combination rate-of-rise and fixed temperature detector that detects heat quickly by responding to a rapid temperature increase or a fixed 135 degree temperature setting. The element responds to a rapid rise in temperature and sends an alarm to the control panel when the ceiling temperature increases at a minimum rate of 15 degrees Farenheit per minute. An alarm is also sent to the panel if the ceiling temperature reaches the fixed 135 degrees setting if the rate-of-rise is not exceeded.

1184 CARBON MONOXIDE DETECTOR

The 1184 is a 3-volt battery-powered wireless carbon monoxide (CO) detector that provides early warning when the electrochemical sensing technology measures carbon monoxide levels in the air. The detector consists of an electrochemical carbon monoxide sensor assembly coupled with an 1100 Series wireless transmitter. The transmitter can send alarm, trouble, tamper and low battery condition messages to the alarm panel.

The 1184 is an ideal carbon monoxide detector for difficult-to-wire locations, applications where room aesthetics are critical or where hazardous materials exist.

9060/9063 THINLINE SERIES KEYPADS

The 9060 and 9063 are fully functioning, supervised keypads that provide installation flexibility. These full-feature keypads include four two-button panic keys and an internal speaker. The back-lit keyboard is easy to read, and both the keyboard and logo turn red in alarm conditions, providing a visual alert. Both keypads have a 32-character display and can be programmed with a 16-character home or business name. The 9063 keypad also includes a built-in proximity reader for codeless arming and disarming.

9862 SERIES GRAPHIC TOUCHSCREEN KEYPADS

The 9800 Wireless Touchscreen Keypads are fully functioning, supervised keypads that provide installation flexibility and touchscreen control for all keypad functions. Slim profile in stylish gloss black or white finish with a 5-inch, full color display.

RECEIVERS

1100D/1100DE AND 1100DH/1100DHE RECEIVERS

The 1100D allows you to add wireless transmitters to DMP panels as easily as adding a keypad. The 1100D supports up to 32 wireless transmitters. The 1100DH offers the same two-way wireless capabilities as the 1100D but is more powerful. The 1100D Series receivers install on the keypad bus of the XT Series panels.

1100X/1100XE AND 1100XH/1100XHE RECEIVERS

Similar to the 1100D, the 1100X is competitively priced. It allows you to add up to 500 wireless transmitters. For more power, use the 1100XH, which installs on the wireless bus of the XR Series panels.

1100R/1100RE REPEATER

Extend the communication range of DMP wireless devices with the 1100R Wireless Repeater. Use up to eight repeaters with any DMP 1100 Series receiver system. The plug-in DC power supply is backed up by a 24-hour battery. Onboard LEDs provide built-in survey capability to enable single-person installation and eliminate the requirement for an external survey kit. An internal case tamper switch provides device security.

1100 SERIES WIRELESS TRANSMITTERS

SPECIFICATIONS

1101/1102 Universal Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2" H
Mounting Bracket	2.5" L × 1.3" W × 0.1" H
Magnet Housing	1.5" L × 0.5" W × 0.7" H

1103 Universal Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2" H
Magnet Housing	1.5" L × 0.5" W × 0.7" H

1106 Universal Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	1.79" L × 1.69" W × 0.84" H
Standard Mag Housing	1.35" L × 0.38" W × 0.43" H
Commercial Mag Housing	2.25" L × 0.38" W × 0.34" H

1107 Micro Window Transmitter

Battery Life Expectancy	2 years
Dimensions	2.625" L × 1" W × .3125" H
Transmitter Case	2.625" L × 1" W × .3125" H
Standard Magnet Housing	2.625" L × .375" W × .3125" H
Commercial Magnet Housing	2.625 L × .375" W × .3125" H

1108 Doorbell Module

Primary	16 VAC - 24 VAC
Dimensions	2.625" L × 1" W × .3125" H

1114 Four-Zone Expander

Battery Life Expectancy	3 years
Dimensions	4.65" L × 3.1" W × 1.4" H

1115 Temperature and Flood Detector

Battery Life Expectancy	3 years
Dimensions	3.3" L × 1.6" W × 1.2" H

1116 Relay Output

Battery Life Expectancy	5 years (Slow Response)
Dimensions	4.65" L × 3.1" W × 1.4" H

1117 LED Annunciator

Battery Life Expectancy	5 years (Slow Response)
Dimensions	4.65" L × 3.1" W × 1.4" H

1118 Remote Indicator Light

Battery Life Expectancy	5 years (Slow Response)
Dimensions	4.65" L × 3.1" W × 1.4" H

1119 Door Sounder

Battery Life Expectancy	2 ½ Years (Slow Response) 3 Months (Fast Response)
Dimensions	4.5" L × 4.375" W × 1.375" H

1122 PIR Motion Detector

Battery Life Expectancy	3 years
Dimensions	4.8" L × 2.5" W × 1.45" H
Detection Range	90° 40 × 40 feet
Mounting Height	4.9 to 8.2 feet

1126 Series PIR Motion Detectors

Battery Life Expectancy	3 years
Dimensions	4.0" DIA × 2" H
Mounting Height	6.5 to 18 feet

1127 Series Wall-Mount PIR Motion Detectors

Battery Life Expectancy	5 to 7 years
Dimensions	2.7" W × 1.77" D × 4.33" H
Mounting Height	8 feet

1128 Glassbreak Detector

Battery Life Expectancy	3 years
Dimensions	3.3" L × 2.1" W × 0.9" D

1131 Recessed Contact

Battery Life Expectancy	5 years
Dimensions	
Housing	4.175" L × .55" DIA
Magnet Housing	0.7" L × .55" DIA

1132 Recessed Contact

Battery Life Expectancy	5 years
Dimensions	
Housing	2.50" L × .75" DIA
Magnet Housing	0.63" L × .75" DIA

1134 Access Control Module

Dimensions	4.5" L × 2.75" W × 1.75"H

1135 Siren

Battery Life Expectancy	3 Years
Dimensions	4.5" L × 4.5" W × 1.25"H

1136 Remote Chime

Dimensions	5" L × 2.6" W × 1.5" D
Decibel Level	97 db

1139 Bill Trap

Battery Life Expectancy	1 year using 2 batteries
Dimensions	5.375" H × 2.625" W × .625" D

1141 Wall Button

Battery Life Expectancy	4 years
Dimensions	3.3" L × 1.6" W × 1.2" H

1142 Two-Button Hold-Up Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2"
Belt Clip	1.9" L × 0.9" W × 0.3" H

1142BC Two-Button Panic Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2" H
Belt Clip	1.9" L × 0.9" W × 0.3" H

1144 Series Key Fob Transmitters

Battery Life Expectancy	2 years
Dimensions	1.98" H × 1.53" W × 0.55" D

1148 Personal Pendant

Battery Life	Approx. 2.5 to 3 years Non-removable
Dimensions	3.3" L × 1.6" W × 1.2" H

1154 Wireless Four-Zone Input Module

Battery Life Expectancy	3 years
Dimensions	4.65" L x 3.1" W x 1.4" H

1158 Wireless Eight-Zone Input Module

Battery Life Expectancy	3 years
Dimensions	4.65" L x 3.1" W x 1.4" H

1164/1164NS

Battery Life Expectancy	1 year
Dimensions	
Detector	5.6" W × 2.4" H
Base	5.4" W × 0.46" H

1166

Life Expectancy	6 Years (normal operation)
Dimensions	6.5" W × 0.5" H

1168

Life Expectancy	
ETL Rating	1 Year
Normal Conditions	3 Years
Dimensions	6.3" W × 1.65" H

1183

Battery Life Expectancy	2 years
Dimensions	5.8" × 2.2"
Detector	5.8" W × 2.2" H

1184

Battery Life Expectancy	2 years
Dimensions	5.8" W × 2.2" H

1100 SERIES WIRELESS TRANSMITTERS

SPECIFICATIONS

Wireless Keypads

9060/9063 Thinline Series Keypad

Standby Battery Time	24 Hours
Dimensions	7" W × 5.25" H × 0.5" D

9862/9862USB Graphic Touchscreen Keypad

Standby Battery Time	24 Hours
Dimensions	5.8" W × 4.135" H × 0.6" D

Wireless Repeater/Receivers

1100D/1100DE Wireless Receiver

Frequency Range	905-924 MHz
Operating Voltage	8.0 to 14 VDC
Current Draw	40 mA
Housing Dimensions	5.5" W × 3.75" H × 1" D

Flame-retardant ABS constructed housing

1100R/1100RE Wireless Repeater

Frequency Range	905-924 MHz
Operating Voltage	8.0 to 14 VDC
Housing Dimensions	4.65" L × 1.4" W × 3.1" H

Flame-retardant ABS constructed housing

1100X/1100XE Wireless Receiver

Frequency Range	905-924 MHz
Operating Voltage	8.0 to 14 VDC
Current Draw	40 mA
Housing Dimensions	4.65" L × 1.4" W × 3.1" H

Flame-retardant ABS constructed housing

XTLplus Onboard Receiver

Frequency Range	905-924 MHz
Operating Voltage	12 VDC (Model 372-500-W)
Housing Dimensions	5.5" W × 3.75" H × 1" D

XT50 Onboard Receiver

Frequency Range	905-924 MHz

Compatibility

XTL Series, XT Series and XR Series panels

Accessories

CR123	3.0V Lithium Battery
CR123Fire	3.0V Lithium Panasonic Battery
CR2430	3.0V Lithium Sony® Battery (1144 series only)
CR2477	3.0V Lithium Coin Battery (1166 series only)
CR2450	3.0V Coin Cell Lithium Battery (1139 only)
CR12600	3.0V Lithium Battery (1131 only)
1/2 AA	3.6V Lithium Battery (1132 only)
371-500	12 VDC Plug-in Power Supply (9060/9063 only)
376	DC Plug-in Power Supply (1114-1118 only)
378	Barrel Connector with Cord (1114-1118 only)
699	Keypad Deskstand (9060/9063 only)
777	Protective Keypad Cover (9060/9063 only)
1100RBAT800/8	800 mAH Battery
9000BAT	Replacement Standby Battery (9060/9063 only)
9800BAT	Replacement Standby Battery (9862 only)

Patents

U.S. Patent No. 7,239,236

Typical Range and Optimal Receiver Placement

Typical open air range is 1,200 feet for standard receiver and 1.7 miles using high-power receiver. Your experience may vary based on site conditions, wall thickness and material and other variables. Open air range listed for reference. Typical range in enclosed structures will be reduced. We recommend doing a site survey to determine optimal receiver placement and operation in harsh or expansive applications.

For additional information, go to DMP.com/Compliance.

800-641-4282 | DMP.com
2500 North Partnership Boulevard
Springfield, Missouri 65803-8877

Designed, engineered, and manufactured in Springfield, Missouri using U.S. and Global Components

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Video Doorbell™

- Integrates video and voice capabilities for user's front door
- Provides integration with Virtual Keypad™
- Small, easy-to-install product

FEATURES

- 170-degree vertical field of view
- 1080p HD video
- Two-way audio communication
- Notifications and live camera view on Virtual Keypad app
- Motion detection regions
- Motion sensitivity settings
- Day/Night video functionality
- Pinch-to-Zoom for a closer look
- Optional NVR connectivity
- Uses existing doorbell power
- Weather-resistant case
- Wedge accessories included for flexible camera angle to fit entrance layout
- Access to stored video clips
- Compatible with most standard non-digital doorbells
- Back plate and power kit included

VIDEO DOORBELL

CAMERA CHARACTERISTICS
The V-4061DB Video Doorbell produces 1080p high-definition video with a 170-degree vertical view. The V-4061DB offers both day and night functionality. Video is still visible in low-light conditions.

IMAGE CAPTURE OPTIONS
Users have the option not only to view the doorbell's camera, but also to record video to document activity at their premises with the Virtual Keypad app — the same app they rely on to manage their security and home automation systems. The camera is engineered for fast connectivity and can be programmed to automatically record video clips when motion is detected. The user can opt to receive notifications any time motion is detected or the doorbell is pressed. With its 170-degree vertical field of view, the doorbell captures a complete "head-to-toe" view of visitors and any deliveries left at the doorstep.

ONBOARD STORAGE
The V-4061DB Video Doorbell includes a pre-installed 16 GB Micro SD Card, providing access to stored video clips that are ready to view anytime, anywhere through the Virtual Keypad app. The onboard storage keeps your surveillance recordings secure, and even if the user's Wi-Fi connection fails, the camera will continue to record any time motion is detected or the doorbell is pressed.

CONTINUOUS RECORDING OPTION
For continuous recording, the V-4061DB Video Doorbell can be connected to the eight-channel V-4408D NVR. The NVR delivers 2 terabytes (TB) of encrypted storage.

OUTDOOR DESIGN
The Video Doorbell is designed to withstand harsh environments as well as provide a high degree of vandal resistance. This allows reliable performance in most harsh environments.

MULTIPLE HOUSING COLOR OPTIONS
The V-4061DB Video Doorbell comes with four interchangeable faceplate options that are easy to install. Color options include white, black, brown and gold.

White Black Brown Gold

EASILY LEARNS IN WITH VIRTUAL KEYPAD APP
With SoftAP technology, users have a simple way to dynamically configure their Wi-Fi names and passwords into their doorbells and securely connect to their network. Virtual Keypad connects directly to the doorbell's Wi-Fi network and securely configures the Wi-Fi at your customers' homes or businesses.

BENEFITS OF 2.4 GHZ FREQUENCY
The V-4061DB Video Doorbell is engineered to work on the 2.4 GHz frequency band, which is the universal frequency for most routers. There are a number of advantages of tuning in to 2.4 GHz frequency; namely range. It delivers robust wireless solutions with better penetration through concrete walls and other obstructions to ensure premium Wi-Fi signal strength outside.

Horizontal Wedge Vertical Wedge Flat Wedge

Specifications

Sensor and Lens

Image Sensor	2MP
Lens	2.4mm, F.2.25
Field of View	170° Vertical, 105° Horizontal
Video Compression	H.264
Frame Rate	15 fps
IR Distance	25 feet

Network

Wi-Fi Frequency	2.4 GHz

Storage

On-Board Storage	16 GB SD card installed (Supports up to 128 GB)

Hardware

Power Required	16 VAC to 24 VAC
Power Consumption	Max 5w
Operating Temp	-22°F to 122°F (-30°C to 60°C)
Dimensions	1.8" W × 5.4" H × 0.82" D

Supported Regions
United States, Canada, Mexico, Australia

Ordering Information

V-4061DB	Video Doorbell

Accessories

V-4061DB-WEDGE	Wedge Kit
V-4061DB-PK	Power Kit

Certifications
FCC Part 15
CE

For additional information, visit DMP.com/Compliance.

800-641-4282 | DMP.com
2500 N. Partnership Blvd, Springfield, MO 65803
Designed, engineered and manufactured in Springfield, MO using U.S. and global components

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LIMITED WARRANTY: DMP warrants that the products manufactured by DMP shall be free from defects of manufacture, labeling, and packaging for a period of three (3) years from the invoice date to the original Buyer, provided that representative samples of the defective products are returned to DMP for inspection. To read the full DMP Limited Warranty, go to DMP.com/Warranty or check the DMP Price List or Catalog.

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OPTEX

360° CEILING MOUNT PASSIVE INFRARED DETECTOR

SX-360Z

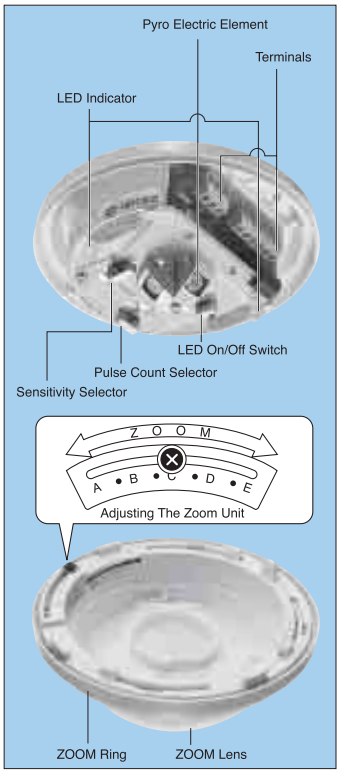
"ZOOM" INTO ANY INSTALLATION

Optex's Unique Zoom Function and Highly Dense, Triple Element Detection Pattern, Provide Unsurpassed Detection Performance at Any Ceiling Height Up to 16 Feet!

OPTEX incorporates its latest technology into a new generation of 360° Bdetectors. The unique "Zoom" mechanism makes the SX-360Z the most flexible detector available. The 276 dense zones will provide a 60ft.(18m) circular detection area at any installation height from 8 to 16ft.(2.4 to 5m) with absolutely no dead spots. The SX-360Z's compact design makes it the perfect detector for all types of applications—residential and commercial, large and small.

360˚ CEILING MOUNT
PASSIVE INFRARED DETECTOR

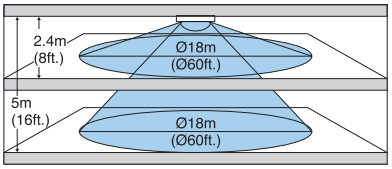
SX-360Z



[illegible]

■ [illegible]
Provides highly dense coverage with as many as 276 detection zones, eliminating dead spots over its broad 18m(60ft.) diameter detection area.

■ [illegible]
The pattern angle can be variably adjusted. The special lens can be adjusted up and down by rotating the housing cover of the "Zoom" mechanism. The angle adjustment can provide a 360˚ 18m(60ft.) diameter detection area at any ceiling height up to 5m(16ft.) with high detection performance.



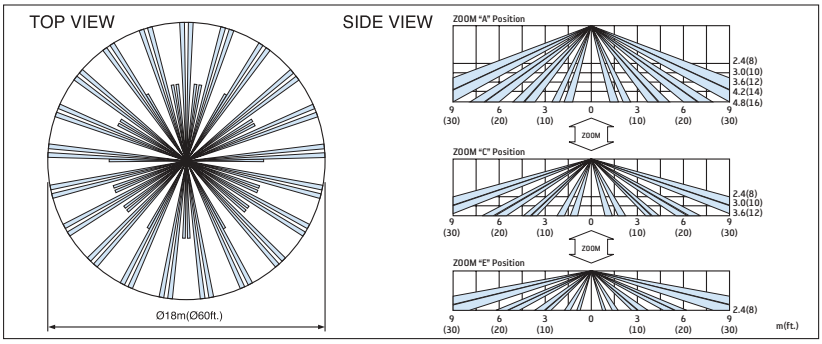
■ [illegible]
Creates zones with high vertical density for maximum detection sensitivity.

■ [illegible]
- RFI Protection
  No alarm against field strength levels exceeding 30v/m for the range of 100MHz. to 1.2GHz.
- Temperature Protection
  No alarm in high, low and changing temperatures from -20˚ to +50˚C(-4˚ to+122˚F)
- Noise Reduction Circuit
- Selectable Pulse Count: 1,2,4.
- Selectable Sensitivity: High, Medium,Low.

■ [illegible]
- LED On/Off Switch.
- Warm-up Indicator

■ [illegible]
- SX-360Z: Standard•3X-360ZS: Form C Relay
- SX-360ZV: initial Alarm Memory and Patented Double Conductive Shielding of Pyro Element.

[illegible]



[illegible]

Model	SX-360Z
Detection method	Passive Infrared
Coverage	ø18m (ø60ft.), 360˚ZOOM
Detection zones	276 zones
Mounting	Ceiling Height:2.4~5m (8~16ft.)
Sensitivity	1.6˚C (3˚F)at 0.6m/sec. (2ft./sec.)
Detectable Speed	0.3~1.8m/sec. (1~6ft./sec.)
LED indicator	LED blinks during warm-up period
	Alam condition
Alarm period	2.0±0.5sec.
Alarm output	N.C. 28VDC 0.2A max.
Tamper switch	N.C., Opens when cover removed.
Pulse count	2.0±5sec. 1,2 or 4
Warm-up period	Approx. 20sec. (LED blinks)
Power input	6~18VDC
Current draw	13mA/(normal), 18mA/(max.)
Weight	224g (7.90oz.)
Operating Temperature	-20˚C~+50˚C (-4˚F~+122˚F)
Environment humidity	95% max.
RF interference	No Alam 30 V/m

S Version (Form C)	
Model	SX-360ZS
Alarm output	Form C 28VDC 0.2A max.
Current draw	30mA/(normal), 35mA/(max.)
Weight	225g (7.94oz.)

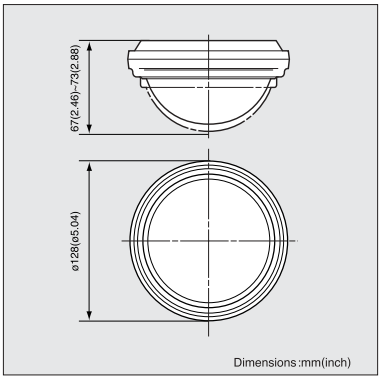
V Version (Alam memory)		
Model	SX-360ZV	SX-360ZV(P)
Alarm memory	Armed:0~1V DC	Armed:+5~-20V DC
Initial alam memory	Max. 40 detectors	
Current draw	13mA/(normal), 25mA/(max.)	
Weight	227g (8.00oz.)	
RF interference	No Alam 30 V/m	

UL LISTED : SX-360Z

*Specifications and design are subject to change without prior notice.

NOTE: This unit is designed to detect an intruder and activate an alarm control panel. Being only a part of a complete system, we cannot assume responsibility for theft or damages, should it occur.

[illegible]



OPTEX

[illegible](ISO 9001 Certified by LRQA / ISO14001 Certified by JET)
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MET-44 WG OVERHEAD DOOR CONTACTS

****MET-46 WG-WP18 (Water Resistant - SPDT)**

4.22"L×1.73"W×.47"H Surface Mount Armored Commercial Type

Contact Size: 4.22"L×1.73"W×.47"H
(107.2mm×44mm×12mm)
Standard Magnet Size: 4.13"L×2.42"W×1.5"H
(105mm×61.7mm×38mm)
Standard Gap: 2"(50mm)
Colors: Aluminum Case
18"(458mm) Armored Leads
36"(915mm) Armored Leads Available

Specifications

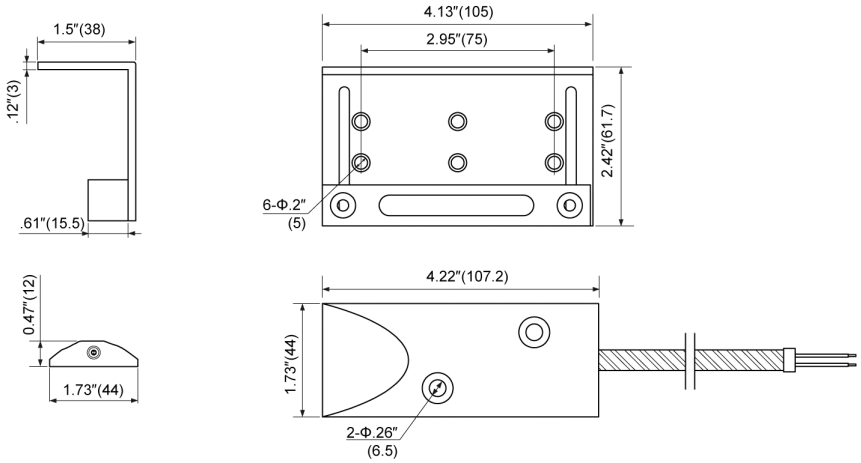
Part Number	Gap Inch(mm)	Loop Open/Closed	Reed Form	Max. Contact Rating (W)	Max. Initial Contact Resistance (mΩ)	Max. Switching Voltage (V)	Max. Switching Current (A)
MET-44 WG	2"(50)	CLOSED	Normally Open	10	100	AC110/DC100	0.5
MET-45 WG	1.93"(49)	OPEN	Normally Closed	3	100	AC30/DC30	0.2
MET-46 WG	1.93"(49)	SPDT	SPDT	3	100	AC30/DC30	0.2
** **MET-46 WG -WP18**	1.93"(49)	SPDT	SPDT	3	100	AC30/DC30	0.2

OPERATING TEMPERATURE:-40°C to +60°C

Outline Dimensions

Unit: inch(mm)

MET-44 WG/MET-45 WG



"We Contact The World"®

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TANE ALARM PRODUCTS

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www.tanealarm.com • E-MAIL: info@tanealarm.com

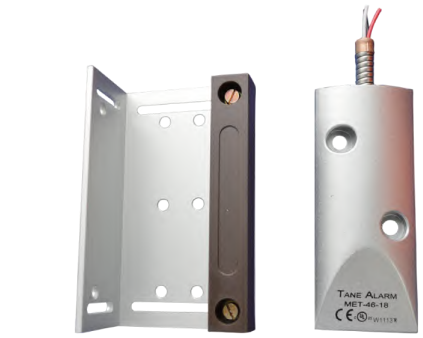
MET-44 WG OVERHEAD DOOR CONTACTS

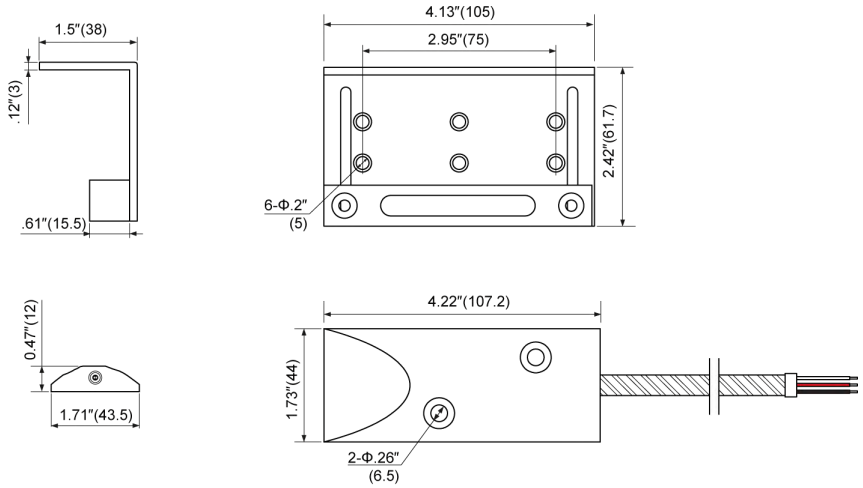
Outline Dimensions

Unit: inch(mm)

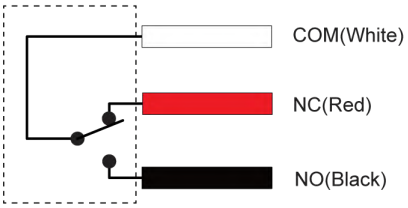
MET-46 WG

MET-46WG-WP18





MET-46 WG & MET-46WG-WP18 Wiring Diagram



SD-70 RECESSED CONTACTS

.75"(19.05mm) Steel Door Recessed Type

Contact Size: .75"×.84"(19.05mm×21.3mm)

Standard Magnet Size: .75"×.84"(19.05mm×21.3mm)

Standard Gap: 1.1"(28mm)

Colors: White, Brown

12"(305mm) 22 AWG Leads Standard

Longer leads available.

Specifications

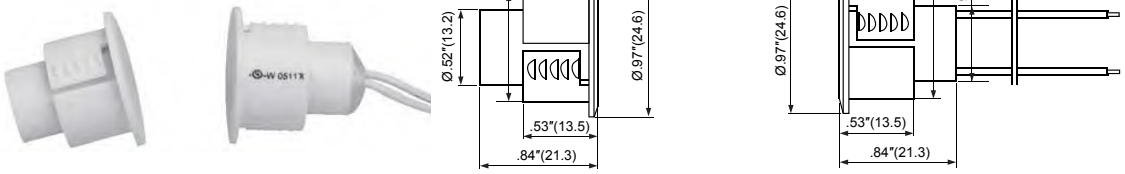
Part Number	Gap Inch(mm)	Loop Open/Closed	Reed Form	Max. Contact Rating (W)	Max. Initial Contact Resistance (mΩ)	Max. Switching Voltage (V)	Max. Switching Current (A)
SD-70	1.1"(28)	CLOSED	Normally Open	10	100	AC110/DC100	0.5
SD-71B	1.1"(28)	OPEN	Normally Closed	3	100	AC30/DC30	0.2
SD-70 WG	1.26"(32)	CLOSED	Normally Open	10	100	AC110/DC100	0.5
SD-72C	1.1"(28)	SPDT	SPDT	3	100	AC30/DC30	0.2
SD-74C	.75"(19)	DPDT	DPDT	3	100	AC30/DC30	0.2

OPERATING TEMPERATURE:-40°C to +60°C

Outline Dimensions

Unit: inch(mm)

SD-70/SD-71B



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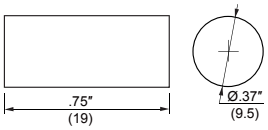
SD-70 RECESSED CONTACTS

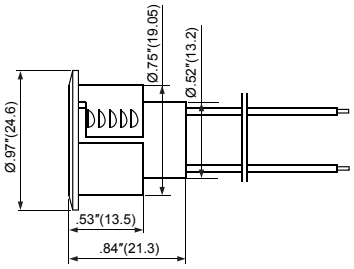
Outline Dimensions

Unit: inch(mm)

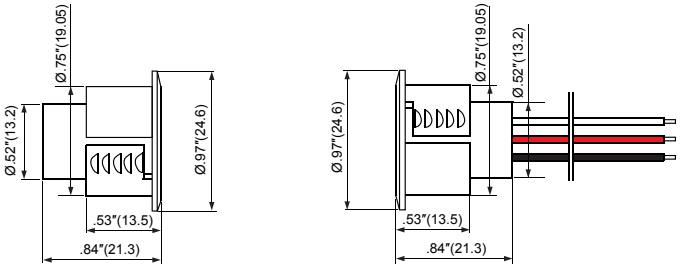
SD-70 WG

Bare Rare Earth
(BT 3/8"×3/4")

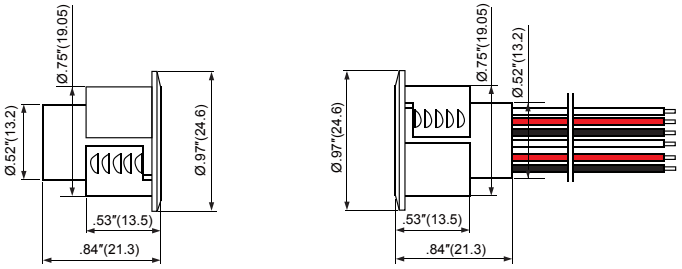




SD-72C

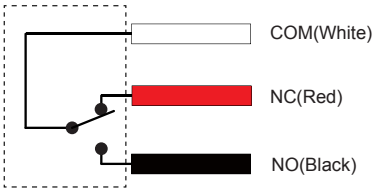


SD-74C

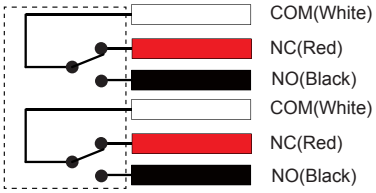


Wiring Diagram

SD-72C



SD-74C



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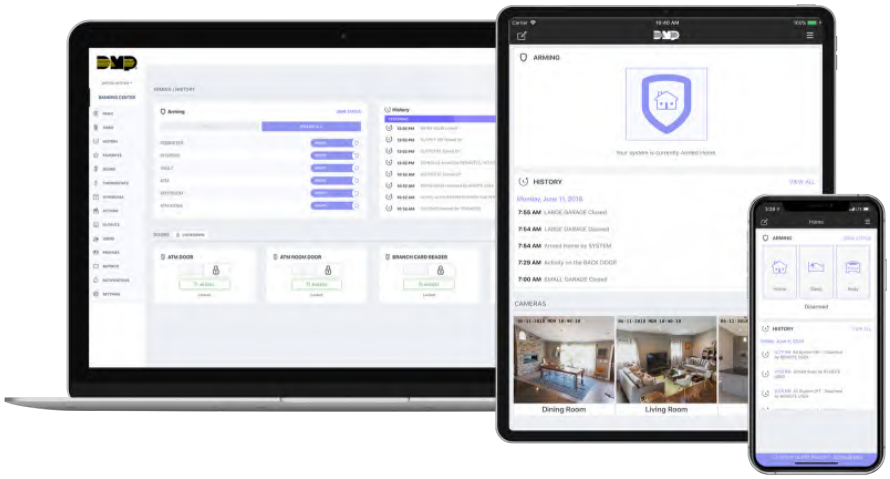
Virtual Keypad™



- Cloud-based access control integrated with any DMP intrusion systems or XI Series™ and fully featured video
- Remotely manage the security system on a tablet, computer or smartphone (iOS or Android)
- Customizable with your company logo, contact information and social media links

FEATURES

- Manage multiple systems from a single login
- Arm/disarm and check system status
- Selectively arm/disarm areas
- Lock/unlock one or multiple doors and check door status
- Lockdown Public Doors
- Alarm notifications, system event history
- View and record video
- Full home or business automation with Custom Actions
- Z-Wave support to control lights, locks and thermostats, Favorites, Actions and Rooms
- Manage system schedules, users and profiles
- Manage credentials and user codes
- Invalid code reporting with EasyEnroll™ lets you add a user from any card read
- Full reporting capability, including access granted and denied messages
- Custom and pre-defined event reporting

CUSTOMER REFERRALS
Your company logo is just one reminder of the valuable service you provide your customers. In addition, Virtual Keypad's Refer a Friend tab gives them an easy way to tell their friends and families about your exceptional products and services.

ELEGANT USER INTERFACE
Virtual Keypad™ provides users with a well organized and easy-to-use interface. Controls are logically arranged with all functions just a click away.

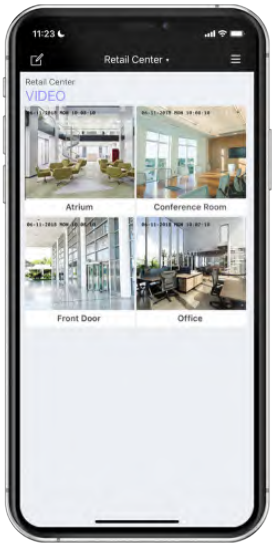
SIMPLE USER OPERATION
Virtual Keypad allows users to easily manage their cellular-, network- or Wi-Fi-connected DMP security systems from anywhere they have cell or Wi-Fi service. Users can remotely manage one or multiple systems' arming functions, access control doors and every other feature they would normally use their keypad to control — all from one website or app.

TWO-FACTOR AUTHENTICATION
To ensure the individuals trying to log in is who they say they are, users can be required to enter the security code they receive via text or email in order to successfully log in.

VIRTUAL KEYPAD ADMIN
For customers with multiple facilities, Virtual Keypad streamlines their ability to manage all their systems, even among different panel types. After logging in, users can select from the drop-down list of available systems. Whether they have two, 20 or even thousands of panels, can be configured in the same time it takes to update just one.

ENHANCED SECURITY
Your customers get the distinct advantage of a system that's not vulnerable to signals improperly relayed or intermediate communication links failing. Alarm messages are not sent through Virtual Keypad, nor are there intermediary servers or network operation centers. All alarm messages are transmitted directly from the panel to the monitoring center receiver, making signal transmission more secure, faster and more reliable.

RED ALARM STATUS
If an alarm is active, the arming area displays red notifying users the second they open Virtual Keypad.



ENHANCED VIDEO VERIFICATION
In an alarm, Virtual Keypad opens directly from the Alarm Push Notification into the live video camera views, allowing users to quickly make an assessment and respond to the question "Is This A False Alarm?" displayed within that screen.

Up to 16 cameras (interior and exterior, wired and wireless) can be viewed. Users can selectively monitor or view all of their cameras and record video — even email clips — all from one platform.

Cameras can be set to automatically record any time motion is detected. Users can also choose "Record Only When Armed" or "Record Always" as well as view live video.

EVENT NOTIFICATIONS
Enabling Notifications can be customized for Alarms, Troubles and Arming/Disarming, as well as Sensor Activity. In a restricted area such as a server room, notifications can be sent any time a zone is tripped.

VIDEO DOORBELL
When motion is detected or the doorbell is pressed, notifications allow users to open directly to the Video Doorbell. With Pinch-to-Zoom technology, 1080P precise clarity and 180-degree field of view, it's easy to take a closer look.

(For additional video capabilities, please see Page 4.)

AREA ARMING/DISARMING
For systems that include areas, users can selectively arm, disarm or check the status of any area from Virtual Keypad. This enables them to protect certain areas while allowing access only to selected areas.

ZONE STATUS
Users can easily check one screen for the current status of all zones on a system. A yellow triangle indicates faulted zones. If there's a faulted zone when arming the system, users are prompted to select:

- Okay to force arm all faulted zones. Zones that are force armed are restored into the system if they later return to normal.
- Bypass will bypass all faulted zones. A zone that is bypassed remains bypassed until the system is disarmed.
- Stop will stop the system from arming.

LOCKDOWN
XR Series™ panels and X1 Series controllers give users the ability to lock all Public Doors and Z-Wave® Locks on the system with a single click.

SCHEDULES
Users can add, edit or delete schedules. Schedules affect arming and area arming, user access as well as outputs, doors and Favorites. When the tab is selected, all the schedules assigned to the current system are listed. Any updates at a keypad will be synced automatically.

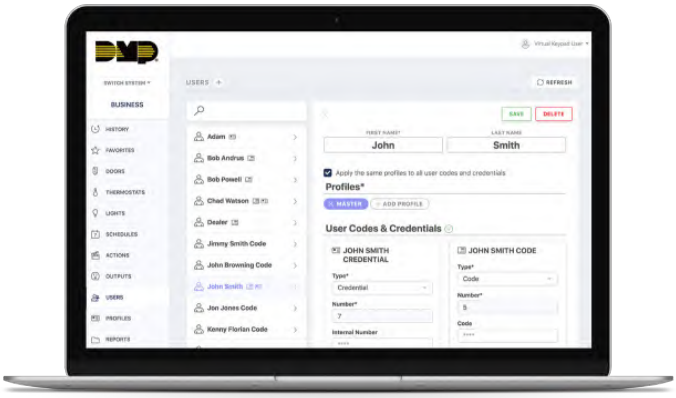
MANAGE USER CODES AND CREDENTIALS
You can configure accounts to include User Codes Management. This allows the system manager/owner to add, delete and modify users and edit their codes.

For XT Series™ and XTL Series™ systems, the system manager can assign authority levels to each user (Master: Full authority or Arm Only authority). They can also assign users as Temporary, which are automatically deleted in seven days.

For XR Series control panels, the system manager can create up to 99 profiles, each with defined capabilities. Users are then assigned up to four of these profiles. For Temporary users, the system manager can specify the date and time when the rights will expire.

Virtual Keypad also makes managing credentials easy with the ability to choose either User Code or Access Card

VIRTUAL KEYPAD



all in one record. For example, John Smith may have multiple credentials

(a card, user code, fob and ProxPatch™) all managed under his authority or profile. This credentialing hierarchy makes data entry faster and easier to manage.

MULTI-SITE USER MANAGEMENT

Users across multiple systems can be added, edited or deleted rather than having to go into each panel individually. Systems can be grouped together, such as regional facilities, so it's easier to update users' profiles across multiple systems or manage schedules the facilities share in common.

ADMIN PROFILES

Admin Profiles are created with specific permissions and XR Series systems are associated with that profile. When users are given that Admin Profile, their codes/credentials are automatically added to each of the associated systems and applied the necessary permission levels. A customer's janitorial staff, for instance, that shares the same work hours and permissions can consist of hundreds of employees across multiple facilities. But any adjustment made is automatically applied to all individuals with that profile.

EASY CREDENTIAL ENROLLMENT

With DMP's exclusive EasyEnroll, any reader can be an admin reader. When a credential is presented at a reader and the code is not recognized by the system, administrators can easily add new users to the system. Likewise, the 1301N USB Computer Proximity Reader allows you to read the credential code and insert it into Virtual Keypad or any software program.

HISTORY

Users can review system activity from the History tab. Alarm notifications include:

- Alarm Events
- Arm/Disarm or Open/Close Events
- Troubles
- Sensor Activity
- Custom Action Notifications
- Access Events

Quick Search saves time when looking for a specific event. Enter a phrase, and it narrows the system activity.

REPORTS

The Reports tab gives users the option to:

- Run reports
- Search results
- View scheduled and saved reports
- Automatically email reports on a schedule

SYSTEM TEST AND EMERGENCY CONTACT MANAGEMENT

Users can manage their own routine system tests whenever they need to. Virtual Keypad also gives them the freedom to change their emergency contact lists and verbal passcodes at any time. Any changes customers make are automatically updated in the monitoring center's automation software.

CONTROL OUTPUTS

Users are increasingly integrating their control panels with other technology and systems via outputs — each one programmed as a button in Virtual Keypad. Users can control outputs such as watering systems, garage or overhead doors and lighting.

MANAGE HOLIDAY DATES

Setting Holiday Dates provides the system with dates when the normal opening and closing schedules are not used. Virtual Keypad makes it easy to remotely manage holiday schedules.

COMMERCIAL AND RESIDENTIAL APPLICATIONS

Business owners appreciate the flexability to manage those systems from their laptops at the office and from the app at home or on the road. For customers with multiple locations, the dropdown list makes it easy to switch from one system to another without needing to log out and log back in.

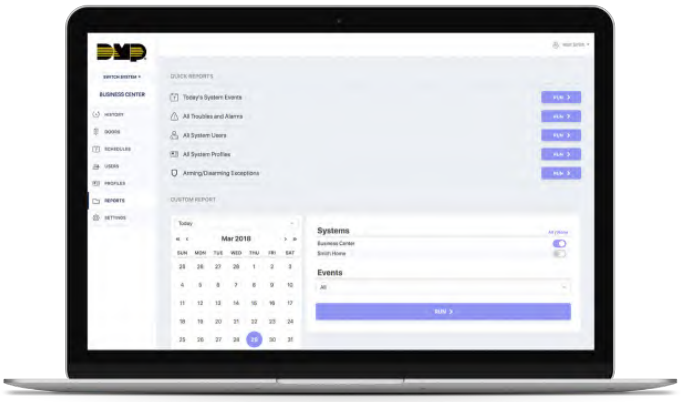
Residential users also appreciate the ability to control their systems from a laptop, tablet or app anywhere in their homes or while they are away from home.

AUTOMATION FEATURES

For commercial and residential users, adding Z-Wave to the system gives the convenience to control connected lights, thermostats, exterior door locks and other Z-Wave enabled devices.

The automation capabilities include grouping Z-Wave devices together creating Favorites. Users can define a set of parameters for their security systems and multiple Z-Wave modules, then give that set an easily remembered name for one-click control. For instance, they could create the "Good Night" Favorite that would turn out or dim connected lights, lock doors, adjust the thermostat, all with one click.

VIRTUAL KEYPAD



Favorites can also be set to activate along with specific system events. Additionally, Custom Actions gives users more options for creating actions, such as a Favorite that activates or deactivates Z-Wave devices within a specific time frame.

This integrates with popular home devices like Apple TV, Amazon Alexa and Google Home.

GEOFENCES

Geofencing uses the mobile device's location services to automatically activate favorites on the system. Favorites are activated when you enter or leave the boundary of your geofence area.

Geofencing allows users to integrate Z-Wave® automation based on location services (GPS) on their cell phones. When the alarm system recognizes a fence has been exited or entered, it triggers Favorites to activate lights, locks, thermostats or garage doors.

ADVANCED REPORTING

Virtual Keypad's advanced reporting provides real-time status of all access control doors on a system. For companies with multiple access control doors across a large campus, this makes it easy to monitor plus lock or unlock doors with a single tap.

In addition to door status, customers also get 365 days of Access Granted and Access Denied reporting. This is a powerful tool to safeguard restricted areas such as IT rooms, bank vaults and other restricted areas.

EXPANDED VIDEO FEATURES

The DMP V-4408D network video recorder (NVR) works hand-in-hand with Virtual Keypad to expand storage and manipulate multiple cameras. Up to eight terabytes of footage from up to eight networked cameras can all be viewed from a single NVR or directly from Virtual Keypad.

Supporting ONVIF-compliant video cameras, our PoE NVR can be installed virtually anywhere as long as it's on the same LAN network as the IP cameras.

NVR INTEGRATION

Large commercial customers have the ability to add dozens of NVRs into their systems and access them all through Virtual Keypad. To provide more video options with any DMP system, DMP also has NVR integrations with OpenEye, Hikvision, Eagle Eye and Digital Watchdog.

VIRTUAL KEYPAD ACCESS

Virtual Keypad Access delivers a feature-rich customizable package that is easily configured with one selection in Dealer Admin™. From managing access to preventing unauthorized intrusions and preserving video evidence, Virtual Keypad Access allows you to offer your customers the perfect balance of power, convenience and affordability all in a single, easy-to-configure solution.

- Multi-system Management
- 365 days of access records
- Customizable reporting
- Admin Profiles

800-641-4282 | DMP.com
2500 N. Partnership Blvd, Springfield, MO 65803
Designed, engineered and manufactured in Springfield, MO using U.S. and global components

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LIMITED WARRANTY: DMP warrants that the products manufactured by DMP shall be free from defects of manufacture, labeling, and packaging for a period of three (3) years from the invoice date to the original Buyer, provided that representative samples of the defective products are returned to DMP for inspection. To read the full DMP Limited Warranty, go to DMP.com/Warranty or check the DMP Price List or Catalog.

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LENEL·S2

System Configuration Specifications

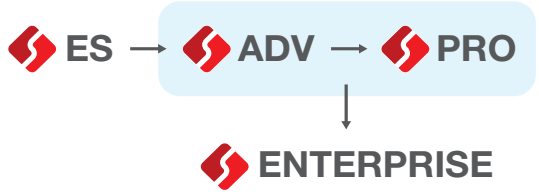
OnGuard® ADV System

OnGuard ADV Server

Recommended Specifications, Configuration 3F	
Chassis Type*	Dell Precision™ T5820 XL Tower XCTO Base 425W
CPU	Intel® Xeon® W-2104 3GHz Turbo, 4C, 5.5M Cache, HT, (120W) DDR4-2400
Operating System	Windows® 10 IoT Enterprise EMB 64Bit
RAM	8GB (1 x 8GB) 2666MHz, DDR4 RDIMM ECC
Onboard NICs	RJ45 Ethernet port
Optical Drive	16x Half Height DVD-/+RW
Operating System Drive(s)	500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive Fixed. Integrated Intel AHCI chipset SATA controller (8 x 6.0Gb/s); SW RAID 0, 1, 5, 10
Video Graphics Card	NVIDIA® NVS 315, 1GB, DMS59 (DMS59 to DVI-I Adaptor) (5820T)
Serial Port	(1) Serial Port
Ports	Front: (2) USB 3.1 Type A, (2) USB 3.1 Type C, (1) Universal Headphone Jack, Up to (2) PCIe slots in PCIe enabled chassis for M.2 PCIe SSDs; Internal: (1) USB 2.0, (1) USB 2.0 header (requires third-party splitter cable to support USB 2.0 Type A ports), (8) SATA @ 6GB/s plus (1) SATA for optical; Rear: (6) USB 3.1 Type A, (1) Serial, (1) RJ45 Network, (2) PS2, (1) Audio Line out, (1) Audio Line in/Microphone
Audio	Integrated Realtek ALC3234 High Definition Audio Codec (2 Channel)
Power	425W
Mouse/Keyboard	Wired Mouse, Black. Wired Multi-Media Keyboard English, Black
Warranty	3-year limited warranty

*Optional rack mount Configuration 4G available.

Scalability Path



Standard Features

- First year Software Upgrade and Support Plan (SUSP) included
- Browser-based LenelS2™ Console application dashboard
- Browser-based OnGuard Users client for system administration
- Alarm Monitoring
- MapDesigner
- System Administration
- VideoViewer (video only, web)
- CCTV interface
- eMail interface
- Event logging
- Anti-Passback
- Guard tour
- Support for BlueDiamond™ mobile credentials

Browser-Based Applications

- Monitor & Credentials bundle
- Access Manager
- Surveillance
- Reports & Dashboards
- Users
- Visitor
- WATCH (Web Access Trending & Comprehensive Health)
- Cardholder Self Service
- Policies

Software (Optional)

- Visitor Self Service
- Area Access Manager
- DataConduIT™
- ID CredentialCenter
- Visitor IDVM
- Data Exchange
- FormsDesigner
- Biometrics / Smart Cards
- Fire panel support
- Intrusion panel support
- Business card / Driver's license / Military ID / Passport scanning
- Elevator integration
- Intercom
- Mustering
- Terminal services support
- Database segmentation
- Redundant Server Licensing

Carrier

OnGuard® ADV System

OnGuard® ADV Client

OnGuard ADV systems support up to a maximum of ten (10) client workstations and ten (10) OnGuard® Monitor & Credentials client bundles.

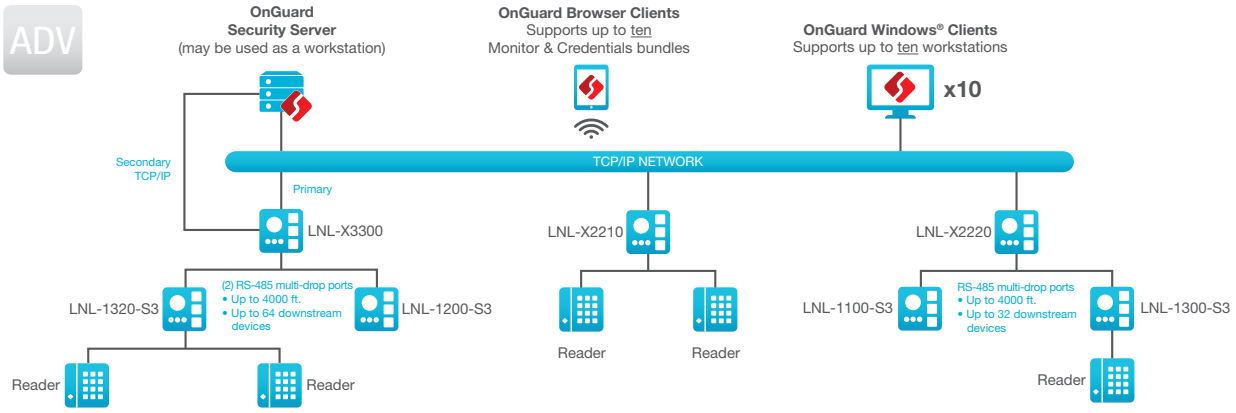
Recommended Specifications	Configuration 6K	Configuration 7H High Performance
Chassis Type	Dell OptiPlex™ 3080 Small Form Factor	Dell Precision™ XL Tower 5820 XCTO Base
CPU	Intel® Core™ i3-10100 Processor (4 CORE, 6MB, 8T, 3.6-4.3GHz, 65W)	Intel® Xeon® Processor W-2135 3.7GHz Turbo (6C, 8.25M Cache, HT, (140W) DDR4-2666)
Operating System	Windows® 10 IoT Enterprise EMB	Windows 10 IoT Enterprise EMB
RAM	8GB (1 x 8GB) DDR4 Non-ECC Memory	16GB (2 x 8GB) 2666MHz, DDR4 RDIMM ECC
Onboard NICs	RJ45 Ethernet port	RJ45 Ethernet port
Wireless NIC	-	-
Modem	-	-
Optical Drive	8x DVD+/-RW 9.5mm Optical Disk Drive	16x Half Height DVD-/+RW
Operating System Drive(s)	500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive	512GB 2.5inch Serial ATA Class 20 Hard Drive / Solid State Drive. Integrated Intel AHCI SATA chipset controller (8 x 6.0Gb/s), SW RAID 0, 1, 5, 10
Video Graphics Card	Intel Integrated Graphics, Dell OptiPlex, DisplayPort to DVI Single-Link	Radeon Pro® WX 9100, 16GB, 6 mDP to DP adapter XX20T
Serial Port	-	(1) Serial Port
Ports	External: (8) USB Ports including (4) USB 3.2 Gen 1 Type-A Ports (2 front/2 rear) and (4) USB 2.0 Ports (2 front/2 rear); Internal: (1) RJ45, (1) DisplayPort; (1) HDMI; (1) Universal Audio Jack; (1) Line-out	Front : (2) USB 3.1 Type C, (2) USB 3.2 Gen 1 Type A, (1) Universal Headphone Jack. Internal: (1) USB 2.0, (1) 2x5 USB 2.0 header (requires third-party splitter cable to support 2 x USB 2.0 Type A ports), (8) SATA 6Gb/s. Rear: (6) USB 3.2 Gen 1 Type A, (2) PS2, (1) RJ45 Network, (1) Serial, (1) Audio Line out, (1) Audio Line in/Microphone
Audio	Internal speaker	Internal chassis speakers
Power	OptiPlex 3080 Small Form Factor with 200W up to 85% efficient power supply (80 Plus™ Bronze)	950W
Mouse/Keyboard	Wired Mouse, Black; Wired Multi-Media Keyboard English, Black	Wired Mouse, Black; Wired Multi-Media Keyboard English, Black
Hardware Warranty	3-year limited warranty	3-year limited warranty
Surge Suppressor	Yes	Yes

System Capacities

Category	Standard Licensing	Expansion Capability
Cardholders	Unlimited*	Unlimited*
Card Readers	64	256
Thick Client Workstations	1	10
Browser-based Monitor & Credential Bundles	1	10
Holidays / Time Zones	255 (per segment, each)	255 (per segment, each)
Alarm Inputs / Outputs	Unlimited*	Unlimited*
Access Levels	32,000 per segment	32,000 per segment
ILS Locks - 1024	-	1024

*OnGuard offers scalability that is only limited by the physical limitations of your system size.

OnGuard® ADV System



UL-Listed Enclosures and Power Supplies

LNL-CTX	Enclosure with lock and tamper switch, supports up to two (2) field hardware devices (12″ x 16″ x 4.5″)
LNL-CTX-6	Enclosure with lock and tamper switch, supports up to six (6) field hardware devices (18″ x 24″ x 4.5″)
LNL-AL400ULX	12VDC 4A output, 120VAC (1.6 amps) input, continuous supply current with enclosure (18″ x 24″ x 4.5″), lock/tamper switch, UPS capable (battery optional)
LNL-AL600ULX-4CB6	12VDC 6A output, 120VAC (1.6 amps) input, continuous supply current with enclosure (12″ x 16″ x 4.5″), power distribution module, lock and tamper switch, UPS capable (battery optional)

Peripheral Hardware

Direct Card Printer Support

OnGuard® supports the following printer brands: Zebra®, MAGICARD®, NISCA®, and Fargo®. Specific models support inline LenelS2 USB Image Capture Kit, MIFARE®, and magnetic stripe encoding.

LenelS2 USB Image Capture Kit

Kit includes a high resolution CCD (NTSC or PAL) camera with software zoom capabilities, a fully-synchronized cool white built-in flash, a tripod system with a powered base, TWAIN-compliant software, a USB communication cable and a universal power cable. The camera is USB 2.0-compliant, producing high resolution live video for image capture using the OnGuard ID CredentialCenter application (any badging client or mobile badging station). The built-in flash illuminates both video fields evenly.

Server Upgrades

Part #	Path
UPS-64PRO	ADV to PRO*
UPS-64PROI	ADV to PROI*
UPS-IDPRO	IDADV to IDPRO*

*no client upgrades required

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Carrier

Power Supply
Charger

LNL-AL600ULX-4CB6

Overview

The LNL-AL600ULX-4CB6 is a power-limited supply/charger that will convert a 115 VAC 50/60 Hz input, into a power-limited 12 VDC output.

Specifications

Input Power	Input 115 VAC 50/60 Hz, 1.9 amp Thermal overload protection Short circuit protection Primary plug-able connector for incoming 115 VAC
Output Power	12 VDC, 4-port power limited outputs Maximum 6 amps continuous supply current at 12 VDC Four individual circuit breaker outputs rated @ 2.5 amps each 100 mV peak output voltage ripple
Indicators	AC input and DC output LED indicators
Battery Charging	Built-in charger for sealed lead acid or gel type batteries (Optional ABT-12) Automatic switchover to standby battery when AC fails Maximum charge current 0.7 amp Low battery and battery presence supervision (form C contacts) AC fail supervision (form C contacts) Zero voltage drop when switched over to battery backup
Regulatory Compliance	UL 294 and 1076-listed ULC/ORD-C1076-M1986 S319/CSA C22.2 No. 205-M1983 Class 2 rated FCC
Physical Dimensions	Power supply board dimensions: 4.5 x 7.25 x 1.8 in. (114 x 184 x 46 mm) Enclosure dimensions: 24.25 x 18.25 x 4.75 in. (616 x 464 x 121 mm)

RoHS compliant

SECURITY c UL us LISTED

FEATURES & FUNCTIONALITY

- LNL-CTX6 enclosure (gray with Lenel logo)
- Offline power supply board - AL1012ULXBL
- Tamper switch
- Lenel lock with two keys
- 50 plastic snap-in stand-offs
- Battery leads
- Installation instructions
- Can accommodate up to 6 Lenel access control modules

Ordering

Part Number	Description
LNL-AL600ULX-4CB6	115 VAC configuration
ABT-12	Battery backup option
LNL-CTX6	Cabinet only, with lock (24.25 x 18.25 x 4.75 in. / 616 x 464 x 121 mm)

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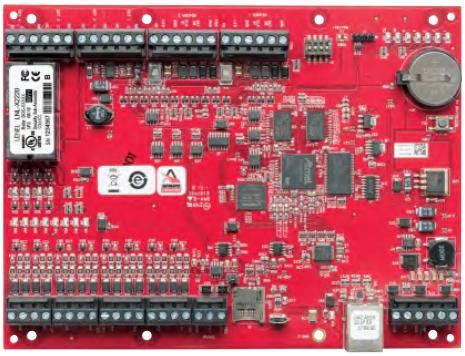
LNL_TS_AL600ULX-4CB6_092513

Lenel® Controller

Access Hardware

LNL-X2220

Intelligent Dual Reader Controller



Overview

The LNL-X2220 Intelligent Dual Reader Controller (IDRC) provides a single board solution for interfacing one or two doors to an OnGuard® system. In addition, other I/O and reader interface modules can be added on the controller's downstream port to expand its capabilities. The LNL-X2220 controller revolutionizes access control system architecture by allowing Ethernet connection directly from an entry location to the OnGuard server, while still providing the security, functionality, and modularity of Lenel's proven hardware platform. The LNL-X2220 controller is scalable for any access control application, from the most basic to the most sophisticated. In the event of communication loss, the LNL-X2220 controller allows nearly all local functionality to continue unimpaired until the server connection is restored.

Utilizing its native Ethernet communications and an advanced 32-bit processor, the LNL-X2220 controller can communicate upstream to the host computer through its Ethernet port. The controller can store up to 250,000 cardholders in non-volatile flash memory, and supports selective download for larger cardholder databases. The downstream RS-485 two-wire port can be used to connect up to 32 devices (maximum 64 doors).

Two on-board reader ports support Data1/Data0, Clock/Data, Supervised and Unsupervised F2F, Biometric readers and the bi-directional RS-485 Open Supervised Device Protocol (OSDP) communications. Each LNL-X2220 controller supports up to sixteen different card formats. The LNL-X2220 controller includes eight inputs that support normally open, normally closed, supervised, and unsupervised circuits. In addition, four output relays support fail-safe or fail-secure operation.

Features & Functionality

Controller Functionality

- DNS device naming through DHCP extended commands
- 6 MB of available on-board, non-volatile flash memory
- Battery-backed, non-volatile storage of 50,000 events
- Configurable option for Data at Rest encryption
- Firmware stored in flash memory, background download of firmware updates supported
- Supports up to sixteen badge formats
- Biometric template storage support for OSDP™ Biometric and legacy Bioscrypt® readers
- Optional Secondary NIC, USB port (2.0) with optional adapter
- Enhanced anti-passback capabilities
- Up to 32,000 access level permissions
- Elevator control support for up to 128 floors
- Individual extended held open and strike times
- Two dedicated inputs for tamper and power failure status
- Advanced Encryption Standard (AES) 256-bit algorithm for communications to Lenel Series 3 reader and I/O modules; AES 128 bit encryption to Lenel Series 2 reader and I/O modules
- AES128 or TLS 1.2 (with AES256 support) communication to OnGuard
- RNDIS support enables USB connection to display controller web configuration pages

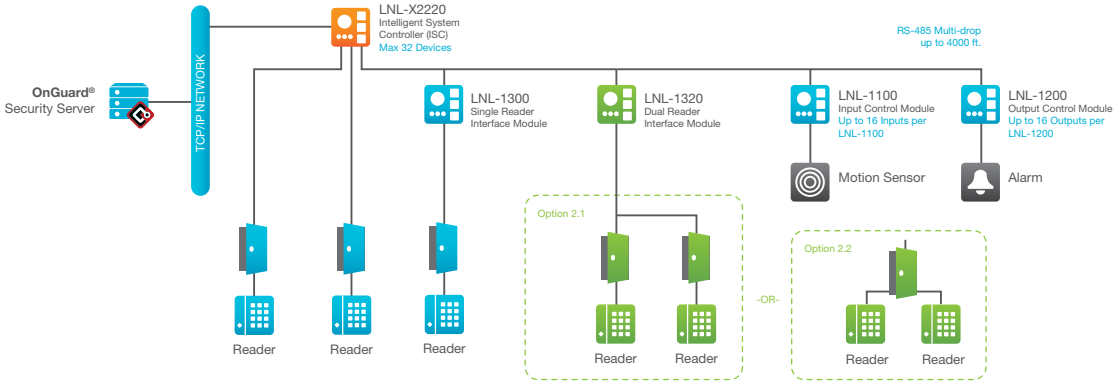
Reader Interface Functionality

- Supports Data 1/Data0, Clock/Data, Supervised and Unsupervised F2F and OSDP-compatible RS-485 readers and keypads
- Support for OSDP Biometric template transfer and Secure Channel Encryption
- Door contact supervision (open/closed) and REX push-button monitor for each door

Lenel.com/access-hardware

LNL-X2220

System Diagram



Specifications

The interface is for use in low voltage, Class 2 Circuits only.
The installation of this device must comply with all local fire and electrical codes.

Primary Power	12 to 24 VDC ± 10%, 500 mA maximum (reader current not included)
Reader Ports	600 mA maximum (add 600 mA to primary power current)
Primary Host Communication	Ethernet: 10-BaseT/100Base-TX
Secondary Host Communication	USB port (2.0) with optional adapter: pluggable model USB2-OTGE100
Serial I/O Device	One each: 2-wire RS-485, 2,400 to 115,200 bps, asynchronous, half-duplex, 1 start bit, 8 data bits, and 1 stop bit
Inputs	Eight unsupervised / supervised, standard EOL: 1k/1k ohm, 1% 1/4 watt; two unsupervised inputs dedicated for cabinet tamper and UPS fault monitoring
Outputs	Four relays: Normally open contact (NO): 5 A @ 30 VDC resistive; Normally closed contact (NC): 3 A @ 30 VDC resistive
Reader Interface	
Power	12 VDC ± 10% regulated, 300 mA maximum each reader (input voltage [VIN] must be greater than 20 VDC) or 12 to 24 VDC ± 10% (input voltage passed through), 300 mA maximum each reader
Data Inputs	TTL compatible, F/2F or 2-wire RS-485
RS-485 Mode	9,600 to 115,200 bps, asynchronous, half-duplex, 1 start bit, 8 data bits, and 1 stop bit. Maximum cable length: 2,000 ft. (609.6m)
LED Output	TTL levels, high > 3 V, low < 0.5 V, 5 mA source/sink maximum
Buzzer Output	Open collector, 12 VDC open circuit maximum, 40 mA sink maximum
Cable Requirements	
Power and Relays	One twisted pair, 18 to 16 AWG
Ethernet	CAT-5, minimum
TTL Reader	22 to 16 AWG, depending on length and requirements
Alarm Input	One twisted pair, 30 ohms maximum, typically 22 AWG @ 1,000 ft. (304.8m)
RS-485 I/O Device Port	One twisted pair with drain wire and shield, 120 ohm impedance, 24 AWG, 4,000 ft. (1,219m) maximum
RS-485 Reader Port	One twisted pair with drain wire and shield, 120 ohm impedance, 24 AWG, 2,000 ft. (610m) maximum
Mechanical	
Dimensions	8.0 W x 6.0 L x 1.0 H in. (203.2 x 152.4 x 25mm)
Weight	9.0 oz. (255g) nominal, board only
Environmental	
Temperature	-55° to +85° C, storage 0° to +70° C, operating
Humidity	5 to 95% RHNC
Heat Output (BTUs)	at 12 VDC, 20.5 BTU/hr at 24 VDC, 22.9 BTU/hr
Approvals	FCC Part 15, CE, RoHS, UL 294, UL 1076, CAN/ULC 60839-11-1:2016, CSA C22.2 No. 205-1983, cUL/ORD-C1076

Parts and Spare Parts

Part No.	Description
LNL-X2220	6 MB on-board flash memory available for cardholder database; 50,000 event battery backed RAM for event log.
USB2-OTGE100	USB to Ethernet converter, for LNL-X Series Controllers only. Provides optional Secondary NIC connection. Second NIC should be on different subnet than primary NIC.

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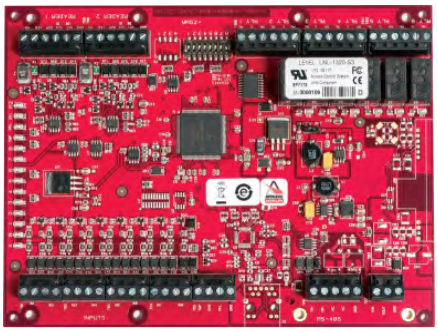
2018/11 (GSP-2716)

LNL-1320 Series 3

Dual Reader Interface Module



Overview

Lenel offers a Dual Reader Interface (DRI) module for access control solutions. Most access control card readers, keypads, or readers with keypads that use standard Wiegand Data1/Data0 or Clock/Data communication are supported, as are those that support the bidirectional RS-485 Open Supervised Device Protocol (OSDP™). Lock, unlock, and facility code offline access modes are supported on all readers connected to the DRI. Each DRI supports up to 16 different card formats as well as issue codes for both magnetic and Wiegand card formats.

The DRI provides a vital link between the Intelligent System Controller (ISC) and the card reader attached to the interface. As many as 32 DRI modules can be multidropped using RS-485 2-wire or 4-wire communication up to 4,000 feet per port away from the ISC. Each DRI module is individually addressed for increased reporting capabilities with OnGuard® access control software applications. The DRI includes eight inputs that support normally open, normally closed, supervised, and non-supervised circuits. In addition, six output relays support fail-safe or fail-secure operation.

Features & Functionality

- 12 or 24 VDC power supply
- Supports Data1/Data0, Clock/Data, Supervised and Unsupervised F2F and OSDP-compatible RS-485 readers and keypads
- Supports Open Supervised Device Protocol (OSDP) readers, including biometric template transfer and Secure Channel encryption
- Downloadable firmware
- Six Form-C 5 A at 28 VDC relay outputs
- Up to 16 different formats
- Issue code support for magnetic and Wiegand formats
- Door contact supervision (open/closed)
- REX push-button monitor
- Strike control output
- Bicolor reader status LED support and 2-wire LED support
- Beeper control
- Dedicated tamper and power failure circuits
- Support for offline reader access mode
- On-board jumpers for termination
- On-board regulator allows 12 VDC reader support from 24 VDC power source
- DIP switch-selectable addressing
- Advanced Encryption Standard (AES) 128-bit or 256-bit encryption supported, depending on ISC and OnGuard version
- Supports Schlage® Handkey® template download
- Compatible with current and previous versions of OnGuard

Extended Functionality

- Connect FIPS-201 readers for embedded authentication (when used with LNL-4420 and appropriate HID® and OnGuard software and licenses)

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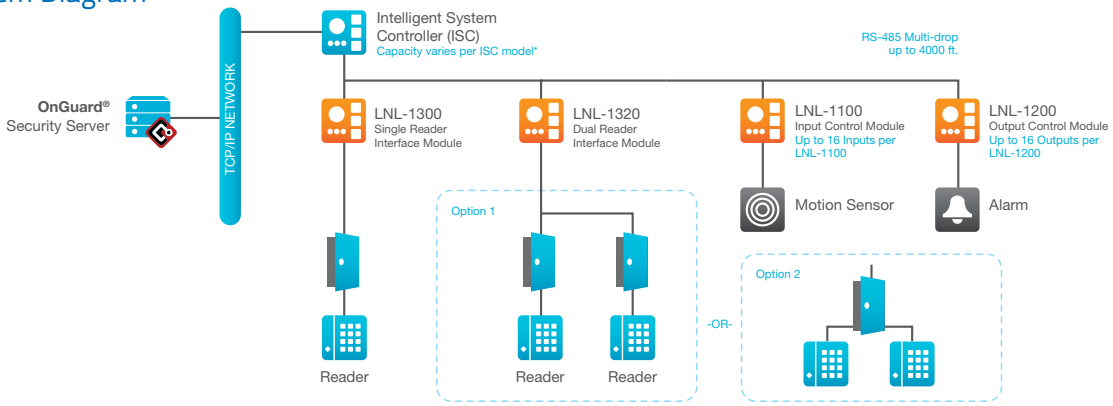
LNL-1320 Series 3

System Diagram



* See ISC datasheets for specific capacities.

Power Supplies & Enclosures

LNL-AL400ULX	UL Listed 4A, 110VAC Power Supply – 12VDC 4A output, 115VAC input, continuous supply current with enclosure (15.5" x 12.5" x 4.5"), lock, tamper switch, UPS capable (Battery Optional) UL & CUL Approved
LNL-AL600ULX-4CB6	UL Listed Power Supply – 12VDC 6A output, 115VAC (1.6 amps) input, continuous supply current with enclosure (24" x 18" x 4.5"), lock, tamper switch, power distribution module, UPS capable (Battery Optional) UL & CUL Approved
ABT-12	Battery Kit - 12VDC, 12 AH battery (PS-12120)

Specifications

Primary Power	12 to 24Vdc ±10%, 550mA maximum (plus reader current) 12Vdc @ 550mA (plus reader current) maximum, 22.5 BTUs 24Vdc @ 330mA (plus reader current) maximum, 27.0 BTUs
Outputs	6 outputs, Form-C contacts: Normally Open (NO) Contact: 5A @ 30 Vdc, Normally Closed (NC) Contact: 3A @ 30 Vdc
Inputs	8 unsupervised/supervised, standard EOL: 1k/1k ohm, 1% 1/4 watt 2 unsupervised, dedicated for cabinet tamper and UPS fault monitoring
Reader Interface	Reader power: 12Vdc ±10% regulated, 300mA maximum each reader (jumper selectable and input voltage (VIN) must be 20Vdc minimum) or 12 to 24Vdc ±10% (input voltage passed through) 300mA maximum each reader
Reader Port Compatibility	Wiegand Data 1/Data 0 Magnetic Clock/Data Supervised and Unsupervised F2F Open Supervised Device Protocol
Mechanical	Dimension: 6" (152mm)W x 8" (203mm)L x 1" (25mm)H Weight: 11 oz. (312g) nominal
Environmental Temperature	Operating: 32°F to 158°F (0°C to +70°C) Storage: -67°F to 185°F (-55°C to +85°C)
Humidity	5% to 95% RHNC
Compliance Approvals	FCC Part 15, CE, RoHS, UL 294, UL 1076, ULC CSA-C22.2, CAN/ULC-S319-05, cUL/ORD-C1076

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2017/12 (GSP-2463)

LENEL·S2

BlueDiamond
Access Hardware

BlueDiamond Multi-technology Readers

Overview

The BlueDiamond™ platform offers a complete, next-generation access control experience. With multi-technology readers, a feature-rich mobile app and the ability to support mobile and physical credentials, organizations can upgrade to the BlueDiamond experience at their own pace.

BlueDiamond multi-technology readers are among the most versatile access control readers on the market, work seamlessly with existing infrastructures and leverage open credentialing standards. The readers are non-proprietary, access control platform agnostic and support standard output protocols including Supervised F/2F (SF/2F), Wiegand, OSDP™ and OSDP V2. When utilizing LenelS2 OnGuard®, NetBox™ and Elements™ access control systems, users can conveniently manage mobile credentials through a single system.

Simultaneous support for a wide range of smart cards – including HID® iCLASS®, MIFARE® and DESFire® EV1 and EV2 – in addition to support for standard proximity cards means BlueDiamond multi-tech readers provide a seamless migration path from less secure card technologies to a more secure, open standard with DESFire EV2 and BlueDiamond mobile credentials.

With both mobile-ready and mobile-enabled versions available within the BlueDiamond multi-tech reader portfolio, organizations can achieve enhanced security at their own pace. For organizations that are not ready for mobile credentialing, but want to have the flexibility to add it in the future, the BlueDiamond mobile-ready readers provide flexibility without the need to replace or add hardware. Mobile credentialing can be enabled within these readers through the purchase of a license. The BlueDiamond mobile-enabled readers are ready out of the box to support mobile credentials.

Features & Functionality

- Support for BlueDiamond mobile credentials via Bluetooth
- Multi-tech readers offer simultaneous support for:
  - **125kHz proximity cards**
    - HID Proximity
    - AWID® Proximity
    - CASI/GE Security ProxLite
  - **13.56MHz smart cards**
    - MIFARE DESFire EV1/EV2
    - MIFARE Classic - ISO 14443
    - Vicinity Card Serial Number - ISO 15693
    - HID iCLASS**
- Mobile-ready readers can be upgraded to read mobile credentials through the purchase of a license without the need to add or replace hardware
- Mobile-enabled readers support mobile credentials out of the box
- Wiegand, SF/2F or OSDP with or without secure channel encryption, auto-configuring with LenelS2™ access panels
- Firmware updates, custom key loading and configuration changes via OSDP file transfer when BlueDiamond multi-tech readers are paired with the OnGuard access control system version 7.5 or greater, Mercury™ xSeries Controllers and Mercury Series 3 i/o boards
- Slim profile
- Fingerprint-resistant black textured finish
- Optical tamper switch

Carrier

BlueDiamond Multi-technology Readers

Specifications

Mobile-ready Readers	Multi-technology Mini-mullion Reader **LNL-R10330-05TB S2-R10330-05TB**	Multi-technology Standard-size Reader **LNL-R10320-05TB S2-R10320-05TB**	Multi-technology Standard-size Reader with PINpad **LNL-R10325-05TB S2-R10325-05TB**	N/A
Mobile-enabled Readers	Multi-technology Mini-mullion Reader **LNL-R11330-05TB S2-R11330-05TB**	Multi-technology Standard-size Reader **LNL-R11320-05TB S2-R11320-05TB**	Multi-technology Standard-size Reader with PINpad **LNL-R11325-05TB S2-R11325-05TB**	Multi-technology Prox + Mobile Mini-mullion Reader **LNL-R11030-85TB**
Mechanical				
Dimensions	3.8 x 2.1 x 0.8 in 96 x 52 x 21mm	4.2 x 3.0 x 0.8 in 120 x 76 x 21mm		3.8 x 2.1 x 0.8 in 96 x 52 x 21mm
Housing	Molded polycarbonate/ABS			
Finish	Black, textured, fingerprint resistant			
Mounting	Wall surface or standard US, UK, or EU switchbox			Anywhere within 10ft/3M of legacy reader
Environmental				
Operating Temperature	-31° - 149°F (-35° - 65°C)			
Humidity	0 - 100% RHNC			
Ingress Protection Rating	IP65			
Electrical				
Voltage	10Vdc to 16Vdc			
Average Current draw at 12 VDC	35mA	35mA	67mA	12mA
Peak Current draw at 12 VDC	67mA	73mA	105mA	21mA
Data Voltage	Rest >4Vdc / Active <1Vdc			
Reader Interface	Supervised F/2F***, OSDP, Weigand			Weigand
Indication	1 RGB LED		1 RGB LED + illuminated keypad	1 RGB LED
Sounder	Integral speaker			
Read Range	Up to 4 in. (10cm) for RFID cards, up to 30 ft. (9m) for Bluetooth			
Warranty				
Warranty	5-year limited warranty			
Certifications				
FCC Part 15 | UL294 | CE Marked | RoHS | WEEE				

* The BlueDiamond mobile app is available for iOS® and Android® devices, as well as the Apple Watch®.

**Support for HID iCLASS Classic or Standard, not Elite Key, SE or SEOS.

***Support for Supervised F/2F protocol on a BlueDiamond reader is indicated by a label visible on the physical reader.

BlueDiamond Multi-technology Readers

Ordering Information

Mobile-ready Readers		
LNL-R10330-05TB	S2-R10330-05TB	Multi-technology Mini-mullion Reader
LNL-R10320-05TB	S2-R10320-05TB	Multi-technology Standard-size Reader
LNL-R10325-05TB	S2-R10325-05TB	Multi-technology Standard-size Reader with PINpad
Mobile-enabled Readers		
LNL-R11330-05TB	S2-R11330-05TB	Multi-technology Mini-mullion Reader
LNL-R11320-05TB	S2-R11320-05TB	Multi-technology Standard-size Reader
LNL-R11325-05TB	S2-R11325-05TB	Multi-technology Standard-size Reader with PINpad
LNL-R11030-85TB		Multi-technology Prox + Mobile Mini-mullion Reader
Pre-Encoded Credentials		
LNL-EV22KPP	S2-EV22KPP	DESFire EV2 ISO PVC 2K 13.56MHz
LNL-EV22KPPFOB	S2-EV22KPPFOB	DESFire EV2 2K 13.56MHz Keyfob
LNL-EV22KPPMG		DESFire EV2 ISO PVC 2K 13.56MHz with Magnetic Stripe (no encoding on stripe)
LNL-EV28KPP	S2-EV28KPP	DESFire EV2 ISO Composite 8K 13.56MHz
LNL-EV28KPXPP	S2-EV28KPXPP	DESFire EV2 ISO Composite 8K with Proximity Chip
LNL-EV28KPPMG		DESFire EV2 ISO PVC 8K 13.56MHz with Magnetic Stripe (no encoding on stripe)
Non-Encoded Credentials		
LNL-EV22KNP		DESFire EV2 ISO PVC 2K 13.56MHz
LNL-EV22KNPFOB		DESFire EV2 2K 13.56MHz Keyfob
LNL-EV22KNPMG		DESFire EV2 ISO PVC 2K 13.56MHz with Magnetic Stripe (no encoding on stripe)
LNL-EV28KNP		DESFire EV2 ISO Composite 8K 13.56MHz
LNL-EV28KPXNP		DESFire EV2 ISO Composite 8K with Proximity Chip
LNL-EV28KNPMG		DESFire EV2 ISO PVC 8K 13.56MHz with Magnetic Stripe (no encoding on stripe)
Licenses		
BDM-CRD-1		Required to create a BlueDiamond owner account
BDM-MERL		BlueDiamond mobile license upgrade to convert any mobile-ready reader to a mobile-enabled reader
BDM-SASRDR		Annual license for BlueDiamond mobile-enabled readers. One license is required for each commissioned BlueDiamond reader, allowing unlimited credentials to be issued.
BDM-SASCRD		Annual license for BlueDiamond mobile credentials. One license is required for each user of BlueDiamond mobile credentials.
BDM-CONTACTSM‡		BlueDiamond annual license for the Contact Notification service. This license will enable this service for OnGuard ES and NetBox customers.
BDM-CONTACTMD‡		BlueDiamond annual license for the Contact Notification service. This license will enable this service for OnGuard ADV and NetBox Extreme customers.
BDM-CONTACTLG‡		BlueDiamond annual license for the Contact Notification service. This license will enable this service for OnGuard PRO and NetBox Enterprise customers.
BDM-CONTACTENT‡		BlueDiamond annual license for the Contact Notification service. This license will enable this service for OnGuard Enterprise customers.
BDM-INDOORLOC‡		BlueDiamond annual license for the Indoor Location service. This license will enable this service for OnGuard and NetBox customers. Facility mapping and location-enabled hardware are also required to use the Indoor Location service.

‡ Available to customers in the United States and Canada only.

BlueDiamond Multi-technology Readers

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PRODUCT SPECIFICATIONS

CONVERGENT CONNECTIVITY TECHNOLOGY

725116

Description: All in one design for Access Control with individual components designed for specific applications.

Ratings/Approvals: NEC Article 800, UL Subject 444, Type CMP, C(ETL)US, RoHS Compliant

Applications: Power Lock, Card Reader, Door Contact and Rex/Spare

CONSTRUCTION

Component 1:

Conductor:	18 AWG Bare Copper
Stranding:	7 Strand
Insulation Material:	Plenum Polymer
Insulation Color:	Black, Red, Green, White
Number of Conductors or Pairs:	4 Conductor
Shield:	N/A
Drain:	N/A
Jacket Material:	Plenum Polymer
Jacket Color:	Gray
Overall Jacket Diameter:	0.179 in Nominal
Surface Print:	POWER LOCK CMP 4/18AWG C(ETL)US A B C D E 0 1 2 3 4 5 6 7 8 9

Component 2:

Conductor:	22 AWG Bare Copper
Stranding:	7 Strand
Insulation Material:	Plenum Polymer
Insulation Color:	Black/Red, Green/ White, Orange/Brown
Number of Conductors or Pairs:	6 Conductor (3 Pairs)
Shield:	Aluminum/Polyester Tape (100% Coverage)
Drain:	Stranded Tin Copper
Jacket Material:	Plenum Polymer
Jacket Color:	Orange
Overall Jacket Diameter:	0.200 in. (5.080 mm.) Nominal
Surface Print:	CARD READER CMP 3P/22AWG C(ETL)US A B C D E 0 1 2 3 4 5 6 7 8 9

Issue Date: September '10 Revision: 1

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PRODUCT SPECIFICATIONS

CONVERGENT CONNECTIVITY TECHNOLOGY

725116

Component 3:

Conductor:	22 AWG Bare Copper
Stranding:	7 Strand
Insulation Material:	Plenum Polymer
Insulation Color:	Black, Red
Number of Conductors or Pairs:	2 Conductor
Shield:	N/A
Drain:	N/A
Jacket Material:	Plenum Polymer
Jacket Color:	Blue
Overall Jacket Diameter:	0.122 in. Nominal
Surface Print:	DOOR CONTACT CMP 2/22AWG C(ETL)US A B C D E 0 1 2 3 4 5 6 7 8 9

Component 4:

Conductor:	22 AWG Bare Copper
Stranding:	7 Strand
Insulation Material:	Plenum Polymer
Insulation Color:	Black, Red, Green, White
Number of Conductors or Pairs:	4 Conductor
Shield:	N/A
Drain:	N/A
Jacket Material:	Plenum Polymer
Jacket Color:	White
Overall Jacket Diameter:	0.141 in. Nominal
Surface Print:	REX/SPARE CMP 4/22AWG C(ETL)US A B C D E 0 1 2 3 4 5 6 7 8 9

Overall Cable:

Jacket Material:	Plenum Polymer
Jacket Color:	Yellow
Overall Jacket Diameter:	0..410 in Nominal
Surface Print:	ACCESS CONTROL CABLE CMP 4/18AWG 12/22AWG C(ETL)US + Sequential Footage Marking

PHONE: 866-905-6744
FAX: 845-651-3564

PO BOX 454
FLORIDA, NY 10921

techsupport@cctcable.com

The information provided herein is, to the best of our knowledge, true and accurate. Since conditions of use are beyond our control, all information presented is without guarantee or responsibility on our part. We disclaim all liability in connection with the use of information contained herein or otherwise.

XR550 Control Panel

FEATURES

- Select Area, All/Perimeter or Home/Sleep/Away operation
- 32-individual reporting areas with common areas
- Up to 96 supervised door access points and/or keypads
- Up to 16 supervised keypads, seven of which can be wireless
- 32-character names available for user, zone, area, profiles and group names
- Up to four profiles per user
- Fully supervised network, cellular and Wi-Fi communication
- Communications Diagnostics check network and cellular communication status from the keypad
- Eight communication paths between the panel and monitoring center
- Flexible system arming features with Instant Arming option
- Lockdown operation from keypad or mobile app
- Up to 562 two-wire smoke detector or fire-initiating zones
- 10,000 user codes with 99 profiles and temporary codes
- 506 outputs
- 12,000 event buffer
- Built-in phone line monitor
- French, Spanish and English menus available
- Custom Actions
- 1.5 Amp 12 VDC smoke and auxiliary output with OVC protection
- EASYconnect™ connection for Virtual Keypad™ when used with a network connection

XR550 Bank Features

- UL Bank, Safe and Vault
- Card Plus Pin
- User inactivity audit
- Dual Authority
- Panic Button Test
- Early Morning Ambush

XR550E Encryption Features

- 128- or 256-bit AES encryption
- NIST Certified
- Meets ICPG 705
- IPV6 Support

- Onboard dialer
- Onboard 10/100 network communication
- Plug-in cellular communicators allow for Virtual Keypad™ and monitoring center connection
- Flash updatable — locally or remotely over cell or network
- Adaptive Technology™ — cost-effective supervised cellular backup
- Up to 500 1100 Series™ wireless or wired LX Bus™ zones
- Up to 99 schedules for areas, doors, outputs, Z-Wave® Favorites and profiles

FLEXIBLE COMMUNICATION

The XR550 has transitioned from dialer-focused communications to a true network, cellular and Wi-Fi communications approach by providing stronger, multi-layered panel communications that ensure a constant link between the panel and monitoring center.

The unique DMP Serial 3 format supports 32-character user, zone and area names to decrease the monitoring center response time and limit dependence on automation literal tables for message interpretation. Contact ID dialer format is also supported.

NETWORK OR CELLULAR COMMUNICATION

Built-in 10/100 auto-sensing Ethernet connection enhances both standard and encrypted line security options. Both UDP and TCP are supported. The network option can be used as the primary or backup path to the digital dialer or cellular option.

The 263 Series cellular communicators can be used as the primary path, providing installation flexibility where no landlines are available. They can be used as a stand-alone communicator without the need for a backup. When used as the backup path, the 263 Series™ communicators provide the security of a communication link that continues to function, even when landlines are cut or compromised. This interface works over a variety of carriers in the USA and Canada.

ADAPTIVE TECHNOLOGY

If a current primary communication path becomes unavailable, Adaptive Technology directs the panel to make a seamless transition from one communication path to another, ensuring that no check-in or supervision messages are missed. This allows a system to be fully supervised when the primary communication path is unavailable, while minimizing expensive cell traffic when all paths are good. The panel is constantly checking the failed path to enable the panel to revert back to the primary path when communication is restored.

EASYconnect TECHNOLOGY

EASYconnect enables the control panel to establish an outbound connection to SecureCom Wireless™ over the network. This allows for an effortless installation of network panels, without any customer router programming, providing extremely quick app connection times.

ZONE AUDIT DAYS

This is a valuable auditing tool to determine whether a zone or device has not been tripped within a certain number of days. Whether the system is armed or disarmed, up to 365 days can elapse without the zone being tripped. Each time the zone is tripped, the counter restarts. After the countdown expires, a fault message is sent and the timer begins the countdown again as per the programmed days.

USER INACTIVITY

The Zone Activity Hours provides notification of user codes or credentials not used over a programmable period of time; for example, employees or service providers who haven't used their PIN code or access credentials during a defined period of time. This notification promotes the purging of user and access rights as a result of employee termination or service provider changes. This option is found in System Options Programming.

EIGHT COMMUNICATIONS PATHS

Create, configure and manage up to eight communication paths between the panel and monitoring center. Each path has its own panel communication programming parameters and can be identified as either primary or backup. This enables installers to configure a reliable communication link, offering greater confidence that the panel will always be connected to the monitoring center.

COMMUNICATION FUNCTION DIAGNOSTICS

The enhanced diagnostic menu enables technicians to check network and cellular communication status and cell signal strength from the keypad.

MOBILE PLATFORMS

DMP mobile platforms provide you with the tools you need to build strong connections with your customers. The Virtual Keypad app puts a keypad on users' smartphone and other Android and iOS devices.

ACCESS CONTROL BURGLARY INTEGRATION

The XR550 is an integrated burglary, fire and access control system that can be configured for users to gain access and disarm the area using a single card read.

FALSE ALARM FEATURES

Providing a way to reduce false alarms, both Cancel/Verify™ and the False Alarm Question prompt users to validate whether an alarm has occurred after entering their codes. In a Home/Sleep/Away or All/Perimeter system, the user can either press Cancel/Verify or Yes/No to confirm alarm status and send it to the monitoring center.

DMP WIRELESS

DMP 1100 Series wireless communication employs 900 MHz frequency-hopping spread-spectrum to ensure clear and accurate signal transmissions without interference in practically any environment. Receivers are alerted of transmitters that go missing with two-way communication. Each wireless transmitter communicates with the receiver using supervision messages.

WIRELESS ONE-BUTTON KEYFOB WITH PROX

The 1144-P is a portable panic button fob, programmable to function in multiple locations with alerts for lost fobs, late to test and low battery power.

WIRELESS ENCRYPTION

DMP's 1100 Series E models are for customers who want to add the hardest layer of security. In addition to 900 MHz frequency-hopping spread spectrum supervised communication, these models also offer full support for 128-bit AES (Advanced Encryption Standard) over the air. For added security, DMP 1100 Series encrypted devices also allow you to enter your own passphrase for unique key generation, providing full encryption end to end.

The encryption models are offered separately from existing 1100 Series devices. For the highest level of encryption, it is recommended that all devices on the system be E models, although each of the products are fully backward compatible with systems that do not support encryption, so they can be added to existing systems or operate as a stand-alone system.

LOCKDOWN

For emergency situations, a Lockdown command can be issued from the keypad menu or via remote command to lock all doors designated as public.

INTRUSION PANELS

AREAS
Program up to 32 areas with a variety of options, including independent arming. Each area has a unique name and may have its own account number.

Common areas automatically arm when the last independent area is armed; likewise, they disarm when the first independent area is disarmed. This is ideal for lobbies or areas where users need common access to specific areas only.

TEMPORARY CODES
Temporary codes are user codes that can be entered with a finite date and specific time to expire.

ZONE EXPANSION
The XR550 provides up to 574 zones, programmable for burglary, fire and access applications.

- 10 Onboard Zones
- 16 Keypads = 64 Zones
- Five Built-in LX Bus (100 zones per LX)

ONE-MAN WALK TEST
A special code is also available for installers to test the system. The One-Man Walk Test allows a single technician to check the panel response to burglary, fire, panic and supervisory zones.

OUTPUTS
The XR550 provides up to 506 outputs that can be activated by zone or system events, by schedule, through the User Menu or when a card is presented. Output Groups allow multiple outputs to activate with a single event and/or can be assigned to a particular user profile.

FLEXIBILITY IN SCHEDULES
Enhanced scheduling for areas, doors, outputs and holiday schedules offer flexibility for your customers. Ninety-nine programmable schedules are available and can be assigned to an area, door or output. The same schedule may be assigned to more than one area, door or output, making them reusable. A List key facilitates browsing through the list of stored names on the keypad.

- Up to 8 schedules per profile
- Up to 16 schedules per door
- Up to 8 schedules per area
- Up to 8 schedules per output
- Up to 40 holiday dates

ENCRYPTION
The XR550 provides encrypted data transmission to the monitoring center and is ideal for secure environments where encrypted data is required. Using 128- or 256-bit AES ensures secure data transmission by using a unique alphanumeric passphrase.

REAL-TIME STATUS ENHANCES THIRD-PARTY INTEGRATION
Alarm systems are increasingly being integrated with environmental control and home automation systems. With real-time status information from zones, doors and other outputs, XR550 Series™ panels are readily integrated with these third-party control and automation systems. See DMP.com/Integration_Partners.

Z-WAVE SUPPORT
Add up to 140 Z-Wave devices with the 738Zplus module for mobile control of lights, locks and thermostats. Up to 20 Favorites allow users to program multiple devices to respond to a single command or panel events like arming and disarming. Z-Wave devices can be controlled with the 7800/9800 Series™ Graphic Touchscreen Keypad and Virtual Keypad.

CUSTOM ACTIONS
In addition to controlling lights, locks and thermostats, users can also take advantage of several customizable actions that can be programmed into the panel. Users can select a combined sequence of actions, all based on specific Favorites, lights and locks to activate or deactivate Z-Wave devices, Favorites or outputs during specific times and days or specific zone trips.

96 ACCESS CONTROL DOORS
Any access control reader with an OSDP or Wiegand output can be connected to the XR550 Series panel.

The XR550 system can restrict access by schedule, arming level or other criteria. The specific reason for access denial can be displayed on the keypad, stored in events, sent to the monitoring center and DMP Advanced Reporting. Anti-passback feature is also available.

COMMERCIAL FIRE
The DMP XR550 is also approved for commercial fire applications. Integrate intrusion, access and fire into a single application or use the XR550FC as a stand-alone commercial fire alarm control panel. See LT-1317 for more information.

SUPPORT FOR WIRELESS DOOR CONTROL
The 1134 Wireless Access Control Module allows customers to take advantage of the panel's access control capabilities in hard-to-wire locations, such as a gate or warehouse entrance. This eliminates the need for costly wire runs or trenching and provides the ease and flexibility to add access control in nearly any environment. In addition to Wiegand readers, 1134 modules support OSDP readers, making them among the most secure access control modules available. For customers who want to add an even hardened layer of security, all DMP's 1100 Series E models include DMP wireless devices and receivers offer full support of 128-bit encryption capabilities.

PROGRAMMABLE EOL OPTIONS
You have the flexibility to change the EOL Value from 1k to 2.2k for panel zones 1 – 9. This is easily configured in System Options and allows you to use an XT panel to take over systems with 2.2k without having to pull contacts and change the EOL resistors. While saving you time, it also reduces the cost of takeovers.

1100T WIRELESS TRANSLATOR
The 1100T is the industry's only wireless translator listed and approved for life safety. Plus, it makes it easy to take over DSC, Interlogix, Honeywell 5800 and 2 GIG Series systems, all without replacing existing transmitters and sensors. To accommodate the maximum number of supported sensors on the XR550, one 1100T can learn in 99 zones. It communicates to a DMP panel using the panel's built-in wireless receiver. This eliminates wiring and allows you to place the translator anywhere regardless of where the control panel is. With this one device, you can upgrade customers systems' to DMP quality, with software management tools, as well as online and app convenience and functionality without increasing installation costs.

INTRUSION PANELS

COMPATIBILITY REFERENCE SHEET

Keypads

630F	LCD Remote Fire Command
7000	Series Thinline Keypads
7000A	Series Aqualite Keypads
7463	Network Thinline LCD Keypad
7800	Graphic Touchscreen Keypads
9060	Wireless Keypad
9063	Wireless Keypad w/ Prox Reader
9800	Wireless Touchscreen Keypads

Expansion Modules

708	Bus Extender
710	Bus Splitter/Repeater
711	Single Zone Expansion
711S	Zone Expansion Module
712-8	Eight-Zone Expansion
714	Four-Zone Class B Expansion
714-8	Eight-Zone Class B Expansion
714-16	16-Zone Class B Expansion
715	Four-Zone Two-Wire Smoke Expansion
715-8	Eight-Zone Two-Wire Smoke Expansion
715-16	16-Zone Two-Wire Smoke Expansion
716	Output Expansion, four Form C relays, four open collector Outputs
736P	Radionics Interface
738A	Ademco Interface Module
738I	ITI Interface Module

Cellular Communicators

263EXT	Cellular Extension Module
263LTE-V/381-2	LTE Communicator for Verizon
263LTE-A/381-2	LTE Communicator for AT&T

Auxiliary Modules

860	Relay Output Module
865	Style W/X Notification Circuit Module
866	Style W Notification Circuit Module
867	LX-Bus Notification Circuit Module
869	Style D Initiating Module
893A	Dual Phone Line Module

Power Supplies

505-12/LX	5 Amps at 12 VDC
505-12L 5	5 Amps at 12 VDC
505-12A 5	5 Amps at 12 VDC

Smoke/Heat Detectors

2W-BLX	Conventional Smoke
2WT-BLX	Conventional Smoke/Heat

Intrusion Devices

Virtually any other standard intrusion detectors

Access Control

352M-G	Extra Large Enclosure with Mounting Plate
352PM-G	Extra Large Enclosure with Transformers and Mounting Plate
734	Access Control Module
734N	Network Access Control Module
734N-POE	Network Access Control Module
1134	Wireless Access Control Module
OP-08CB	REX Motion Detector

Proximity Readers and Credentials
DMP ProxPatch™

Monitoring Center Receivers

SCS-1R	Security Control Receiver
SCS-105	Single-Line DMP Serial 3 Receiver compatible with receivers that accept Standard CID, DD or DMP Serial 3 messaging
SCS-VR	(Virtual Receiver) Software-only solution that runs on a server for network IP and cellular communications

DMP Wireless

1100X	Receiver
1100XH	High-Power Receiver
1100R	Repeater
1100T	Translator
1101	Universal Transmitter, Internal and External Contacts
1102	Universal Transmitter, External Contact
1103	Universal Transmitter, Internal and External Contact
1106	Universal Transmitter, Internal and External Contact
1107	Micro Window Transmitter
1108	Doorbell Module
1114	Four-zone Expander
1115	Temperature Sensor and Flood Detector
1116	Relay Output
1117	LED Annunciator
1118	Remote Indicator Light
1119	Door Sounder
1122	PIR
1126R	360 Ceiling Mount PIR
1127C	Wall Mount Curtain PIR
1127W	Wall Mount Wide Angle PIR
1128	Glassbreak Detector
1131	Recessed Contact
1134	Wiegand Interface Module
1135	Siren, 100 dB
1136	Remote Chime
1137	LED Emergency Light
1139	Bill Trap
1141	Wall Button
1142	Two-Button Hold-up Transmitter
1142BC	Two-Button Belt Clip Hold-up Transmitter
1144-1	One-Button Key Fob
1144-2	Two-Button Key Fob
1144-4	Four-Button Key Fob
1144-1P	One-Button Key Fob
1144-D	Dual-Button Key Fob
1148	Personal Pendant
1154	Four-Zone Input Module
1158	Eight-Zone Input Module
1164	Smoke Detector with Synchronized Sounder
1164NS-W	Smoke Detector with No Sounder
1166	Smoke Ring
1168	Smoke/CO/Low Temp Detector
1183-135F	Heat Detector (Fixed)
1183-135R	Heat Detector (Rate of Rise)
1184	Carbon Monoxide Detector

Accessories

270	Network Transient Suppressor
277	Trouble Annunciator
300	Four-wire Harness
303	Silence/Reset Push-Button
305	Plug-in Output Relay
306	Tamper Harness
307-S	Screw-on Tamper Switch
3012	Clip-on Tamper Switch
335	Intrusion Siren
370	Lightning Suppressor
374	Surge Voltage Suppressor
431	Output Harness
738Z+	Z-Wave Interface Module
861	Power Distribution Module

Dealer Management

Dealer Admin™
Remote Link™ Programming Software

End User Management

Virtual Keypad
VirtualKeypad.com
Entré™ Access Control Software

System Specifications

Primary Power (Included):
16.5 VAC 50 VA transformer

Secondary Power:
12 VDC Battery
Models: 364, 365, 366, 368 or 369

Output Rating:
Bell & Smoke Aux Share 2.0 Amps at 12 VDC
(56 VA & 100 VA Transformer options available for up to 3.0 Amps @ 12 VDC)

Current Draw:
174 mA

Enclosures:

Material	Cold-rolled steel
Model 350 (Gray or Red)	17.5" W × 13.5" H × 3.5" D
Model 350A (Gray)	17.5" W × 13.5" H × 3.75" D
Model 352X (Gray)	14.5" W × 32" H × 4" D
Model 341 (Gray)	12.75" W × 6.55" H × 3.15" D

Certifications

New York FDNY
FCC Part 68
FCC Part 15
Underwriters Laboratories (UL) Listed
- UL Bank, Safe, and Vault
- UL Commercial Fire
- UL Standard Line Security
- UL Encrypted Line Security

NIST Validated Certificate #2350 and #2595
Underwriters Laboratories Canada (ULC) Listed
California State Fire Marshal (CSFM)

For additional information, go to DMP.com/Compliance.

800-641-4282 | DMP.com
2500 N. Partnership Blvd, Springfield, MO 65803
Designed, engineered and manufactured in Springfield, MO using U.S. & global components

LIMITED WARRANTY: DMP warrants that the products manufactured by DMP and described herein shall be free from defects of manufacture, labeling, and packaging for a period of three (3) years from the invoice date to the original Buyer, provided that representative samples of the defective products are returned to DMP for inspection...To read the full DMP Limited Warranty, go to DMP.com/Warranty or check the DMP Price List or Catalog.

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5-Inch Touchscreen Keypad

- Integrated proximity reader
- Brand with your dealer logo
- Responsive resistive touchscreen

FEATURES

- Stylish gloss black or white finish
- 5-inch, full-color display
- Wired or wireless
- Interactive shield for quick arming status
- Add up to four hard-wired zones
- Keypad turns red in alarm conditions
- AC power and Armed LED
- Distinct fire, burglary, zone monitor and prewarn tones
- Supports “False Alarm” and Cancel/Verify™ features
- Simple harness connection to four-wire keypad bus
- Displays armed zones and armed areas
- Unique silence feature allows the user to silence alarm bells and still keep the system armed
- Easily control Z-Wave® devices

KEYPAD DISPLAY
Users can easily adjust screen brightness, tone and volume of keypad touches.

CUSTOMIZE YOUR DISPLAY
Insert a standard Micro SD card in the keypad slot to transfer your dealer logo and dealer profile information to display on the keypad. When the dealer logo on the main screen is pressed, it provides your dealer contact information. To customize your display, SD cards must be 32GB capacity or lower and formatted to FAT32 with default/ automatic allocation.

SHIELD DISPLAY
The shield will animate when armed, and the interior will display the type of arming: All, Perimeter, Home, Sleep or Away. Area modes are also supported. When disarmed, the shield will stop animating and read Disarmed.

RED KEYPAD
During an alarm state, the keypad screen turns red. The change in color allows the user to instantly recognize an alarm condition, even if the siren has been silenced. The screen remains red until reset by the user.

CUSTOMIZABLE CAROUSEL MENU
The carousel menu on the main screen offers common functions such as Panic, Chime, Check-in, Reset, Options and Easy Exit™. With a customizable carousel, there's no need to scroll through the options you don't want to use.

ATTENTION LIST
If an alarm or communication problem has occurred while armed, the main screen displays a yellow attention list button. When touched, the attention list displays the zone
and event.

SCREEN CLEANING OPTION
Simply tap the Clean Keypad Screen icon displayed in the carousel menu's Options. The screen locks for 40 seconds, giving users time to clean the touchscreen and housing.

WEATHER INFORMATION
Up-to-date weather information for today and tomorrow displays on the touchscreens that are installed with network or cellular connected panels.

VERSATILE SUPERVISED AND UNSUPERVISED OPERATION
When programmed for supervised operation, the keypad occupies its own unique device address on the keypad data bus.

Unsupervised operation allows you to install an unlimited number of keypads set to the same device address. Increasing the number of keypads allows maximum system operating flexibility.

"IS THIS A FALSE ALARM?" OR CANCEL/VERIFY™
In a Home/Sleep/Away or All/Perimeter system, you can CANCEL a burglary alarm or VERIFY that a valid burglar alarm has occurred. You can also answer whether it is a false alarm with YES or NO. Selecting VERIFY or YES manually verifies that an alarm occurred and sends an alarm verification message to the monitoring station.

UNIVERSAL PROGRAMMING TOOL
The 7800/9800 Series Graphic Touchscreen Keypad can be used for system programming.

FOUR EXPANSION ZONES
The four expansion zones on the 7872 and 7873 models are fully programmable Class B protection zones that can be used for a variety of residential fire, burglary and access control applications.

TOUCHLESS ARMING/ DISARMING OPERATION
The built-in proximity reader operates with a variety of credentials, including cards, fobs and the DMP Prox Patch™.

Z-WAVE™ SUPPORT
Add up to 140 Z-Wave devices with the 738Zplus module on any XR, XT or XTL Series panels. Control your lights, locks and thermostats all from the Carousel menu on the graphic touchscreen keypad.

5-INCH TOUCHSCREEN KEYPAD

9862USB

USB style includes desk stand
and easy-to-plug-in mini-USB power supply.

7873 GRAPHIC KEYPAD

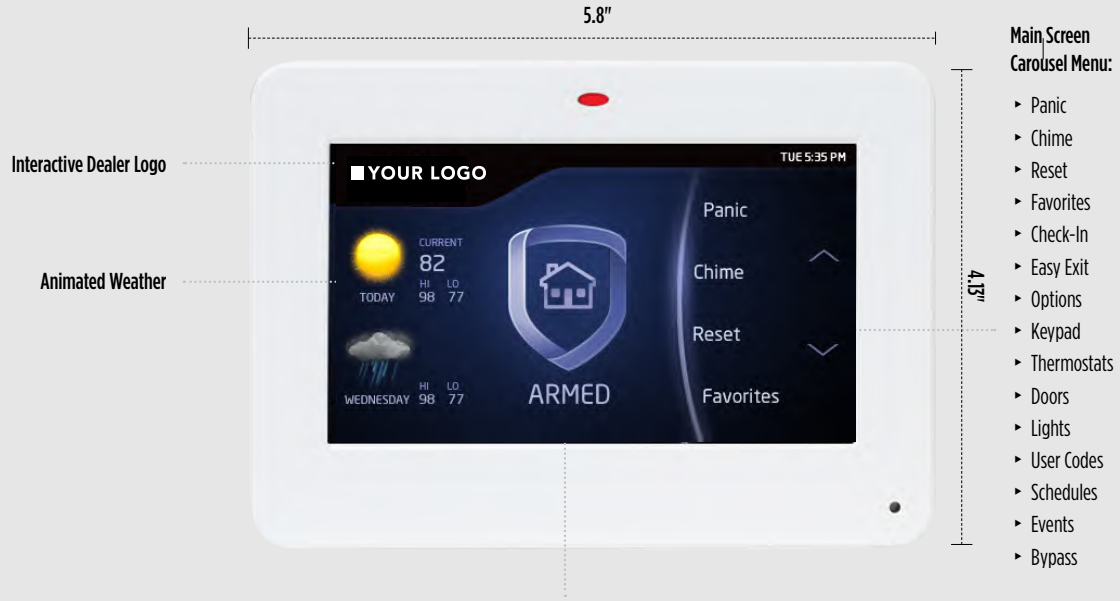
This keypad provides a door strike relay and allows Wiegand input from external card readers. This offers a simple way of running door control to a keypad

7873 MOMENTARY BYPASS

To provide an entry and exit window on systems with 24-hour perimeter protection, DMP offers the Bypass feature. Bypass allows the user enough time to enter or exit the area. If the door remains open when the timer expires, a zone Open/Shut is sent to the panel for the keypad Zone 2.

7873H HIGH SECURITY TOUCHSCREEN KEYPAD

This keypad provides the same functionality as the 7873 keypad. This allows the keypad digits to automatically randomize on user code entry. It also features an integrated privacy filter on the keypad screen.



Arming: Tapping the shield provides the user an arming options screen.

Arming: Press the shield for two seconds, and the system quick arms and starts the exit timer, giving the user time to leave.

Disarming: Press the shield for two seconds, and the keypad screen asks you to enter your code to disarm.

Enter code: When the user opens an entry door, the keypad screen asks you to enter your code to disarm.

5-INCH TOUCHSCREEN KEYPAD

COMPATIBILITY REFERENCE SHEET

Keypad Model Features

Model	Panic	Red in Alarm	4-Zones	Internal Prox Reader	Wiegand Input Internal Form C Door Strike Relay	1100 Series Wireless
7872	•	•	•	•		
7873	•	•	•	•	•	
7873H	•	•	•	•	•	
9862	•	•		•		•
9862USB	•	•		•		•

Keypad Accessories

Backbox/Plates

694-7800-W	Retrofit Backplate (White)
695-7800-B	In-Wall Backbox (Black)
695-7800-W	In-Wall Backbox (White)
698-7800-B	Retrofit Backplate (Black)
698-7800-W	Retrofit Backplate (White)

Deskstands

699-7800	Keypad Deskstand
9800-STAND-B	Replacement Deskstand for 9800 Keypads
9800-STAND-W	Replacement Deskstand for 9800 Keypads

Batteries

9800BAT/8	Replacement Battery for 9800 Keypads
9800BAT2400/8	Replacement Battery for 9800 Keypads

Keypad Wiring Harness

300-7800-5	5-wire harness
300-7800-12	12-wire harness
300-9800-PWR	Replacement Power Harness
300-9800-4	4-wire harness

Proximity Credentials

1306P	Prox Patch
1326	Proxcard® II Card
1346	ProxKey® III Access Device
1351	ProxPass®
1386	IsoProx® II Card
PSC-1	Standard Light Proximity Card
PSK-3	Proximity Key Ring Tag
PSM-2P ISO	Imageable Proximity Card

7872-B | 7873-B | 9862-B | 9862USB-B

695-7800-B In-Wall Kit or 695-7800-W

7872-W | 7873-W | 9862-W | 9862USB-W

Specifications

Operating Voltage	12 VDC
Dimensions (7800)	5.8" W × 4.13" H × 0.6" D
Dimensions (9800)	5.8" W × 4.1" H × 0.8" D
Display Type	Full-color graphic LCD
Display Size	5.0" (15:9 diagonal)
Colors	Gloss Black or White

Compatibility

7872/7873	XT30|XT50 and XR150|XR550 Panels
9862/9862USB	XT, XTL and XR150|XR550 Panels

Current Draw

7872

Standby	145 mA + 1.6 mA per active zone
Alarm	215 mA + 2 mA per active zone

7873

Standby	143 mA + 1.6 mA per active zone
Alarm	222 mA + 2 mA per active zone

9862

Standby	120 mA + 1.6 mA per active zone
Alarm	206 mA + 2 mA per active zone

Certifications

7872/7873

California State Fire Marshal (CSFM)
FCC Part 15 RFID Reader FCC ID: CCKPC0131
Industry Canada ID: 5251A-PC0131
ETL Listed:

ANSI/UL 294	Access Control
ANSI/UL 365	Police Connected Burglar
ANSI/UL 609	Local Burglar
ANSI/UL 1023	Household Burglar
ANSI/UL 1076	Proprietary Burglar
ANSI/UL 1610	Central Station Burglar
ANSI/UL 985	Household Fire Warning

9862/9862USB

FCC Part 15: CCKPC0132
Industry Canada ID: 5251A-PC0132
ETL Listed:
ANSI/UL 1023 Household Burglar
ANSI/UL 1076 Proprietary Burglar
ANSI/UL 1610 Central Station Burglar

For additional information,
go to DMP.com/Compliance.

800-641-4282 | DMP.com
2500 N. Partnership Blvd, Springfield, MO 65803
Designed, engineered & manufactured in Springfield, MO using U.S. & global components

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DMP.COM @DMPALARMS

Thinline™ LCD Keypads

7060/7063/7070/7073/7463

FEATURES

- Attractive Thinline keypad housing available in several colors
- Large, 32-character, Liquid Crystal Display (LCD)
- Custom 16-character home or business name
- Keypad and logo backlighting turns Red in alarm conditions
- User-adjustable brightness, tone and volume controls
- Supports "Is this a false alarm?" and Cancel/Verify™ features
- Built-in diagnostics for ease of service
- Simple harness connection to four-wire keypad bus or Local Area Network
- Connect devices directly to keypad zones
- View system events/user activity through keypad display
- AC power and Armed LED
- Suitable for access, burglary and fire applications
- Distinct fire, burglary, zone monitor and prewarn tones
- Displays time of day, armed zones and armed areas
- Optional backboxes for conduit or wall-mount applications
- Unique silence feature allows the user to silence alarm bells and still keep the system armed
- The 7463 Network Keypads are compatible with XT Series™ and XR Series™ panels

- Visual and audible alarm notification
- Silence alarm while system remains armed
- Optional integrated proximity reader
- Four optional onboard fully programmable zones
- Retrofit to any DMP panel

ENHANCED OPTIONS

- 7063, 7073 and 7463 keypad proximity readers accept up to eight different card formats

VERSATILE SUPERVISED AND UNSUPERVISED OPERATION

When programmed for supervised operation, the keypad occupies its own unique device address on the keypad data bus. Network keypads must be supervised.

Unsupervised operation allows you to install an unlimited number of keypads set to the same device address. Increasing the number of keypads allows maximum system operating flexibility.

USER-FRIENDLY MENU FUNCTIONS

The User Menu allows you to quickly browse through menu options. Disarming and arming functions are fast and easy. Any function allowed by the user authority level is simply accessed through the keypad, such as silencing alarms, resetting sensors or displaying events.

TWO-BUTTON PANIC KEYS

The top row of keys can be used as two-button panic keys. The user simply presses and holds two of the keys simultaneously to send either a panic, non-medical emergency or fire report to the monitoring center.

"IS THIS A FALSE ALARM?" AND CANCEL/VERIFY

In a Home/Sleep/Away or All/Perimeter system, you can CANCEL a burglary alarm or VERIFY that a valid burglar alarm has occurred or similarly answer whether it is a false alarm with YES or NO. Selecting VERIFY or YES manually verifies that an alarm occurred and sends an alarm verification message to the monitoring center.

KEYPAD SHORTCUT KEYS

Keypad shortcut keys are provided to simplify operation and allow the user to more quickly arm, check in, monitor, exit or reset the system. One-button arming creates the simplest keypad available. Use the one-button shortcut keys for common functions, or use the ATM style menu for advanced functions, whichever method meets the user's needs or level of expertise with the system.

END-USER CONTROL

Each of the Thinline Series™ keypads provides a simple User Options menu for adjusting brightness, speaker tone and volume.

VALUABLE VISUAL ALARM INDICATOR

In a normal state, both the keypad and logo backlighting remain Green. However, during an alarm state, the keypad and logo turn Red. The change in color allows individuals on-site to instantly recognize an alarm condition.

Red Backlighting

Green Backlighting

DISTINCT SOUND PATTERNS

The keypads also provide distinct sound patterns for fire, burglary, zone monitor and prewarn that can help users identify the event occurring on their systems.

RETROFIT ANY EXISTING DMP SYSTEM

Retrofitting is quick and easy. Thinline keypads have the same footprint as existing DMP keypads and mount in currently installed backboxes. Thinline Series keypads require no special modules or panel upgrades. You can provide a new look and greater functionality to an existing system at just a fraction of the cost of all new equipment.

MULTIPLE-KEYPAD SAVINGS

Install multiple keypads on the same wire run. Compatibility and cost savings make the Thinline Series an asset in every installation.

OPTIONS

The Thinline Series keypads also provide Keypad Options and Keypad Diagnostics menus available only to system installers and service technicians. Enter Keypad Options to set the keypad address and change the default keypad message.

Test the keypad operation at any time without disabling the system. The diagnostics program tests the LCD segments and backlighting, each of the 16 keyboard keys and the four zones on the 7070 and 7073 keypads.

WEATHER INFORMATION

Up-to-date weather information for today and tomorrow will be displayed in the status list for cell or network connected panels. If the panel is not capable of supporting weather, the space will be blank. Eight statuses are available to indicate the weather: SUNNY, CLEAR, P-CLOUDY, CLOUDY, RAINY, SNOWY, STORMY and FOGGY.

7463 NETWORK THINLINE LCD KEYPAD

When you're installing an alarm panel in a building that's already wired for IP network, DMP's 7463 Network Keypad gives you the advantage of saving time by plugging into the existing network. Power the keypad from the included 12 VDC plug-in transformer. Also included is a backup battery for four hours of standby power. Network keypads are compatible with all XT and XR Series panels.

THINLINE™ KEYPADS

UNIVERSAL PROGRAMMING TOOL

System installation and programming can be achieved without carrying around or purchasing expensive external programmers since panel and add-on module programming is integrated into DMP keypads.

Individually program panels, Com Series universal communicators and other programmable add-on modules directly from the keypad.

7070/7073 FOUR EXPANSION ZONES

Zone expansion is available right on the keypad where you need it the most. The four expansion zones on the 7070 and 7073 models are fully programmable Class B protection zones that can be used for a variety of fire, burglary and access control applications.

ZONE TYPE SELECTION

Keypad zones can be programmed using the same zone types available on the panel. Select supervised, unsupervised, night, fire, panic, exit and emergency operation depending on the user requirements.

ZONE DEVICE CHOICES

Connect PIRs, door and window contacts, pull stations, sprinkler tamper switches and silent panic buttons. Plan the installation to afford the best coverage while eliminating potential problems associated with multiple wire runs.

7063/7073/7463 CODELESS ARMING AND DISARMING

The innovative 7063, 7073 and 7463 Thinline keypads contain an onboard DMP proximity reader that allows users to simply present their proximity credentials to the keypad to gain access to a protected area. You can program up to eight different card formats for compatibility with what your customers are using.

7073 MOMENTARY BYPASS

To provide an entry and exit window on systems with 24-hour perimeter protection, DMP offers the momentary bypass feature. Momentary bypass allows the user enough time to enter or exit the area. If the door remains open when the timer expires, a zone open/short is sent to the panel for the keypad Zone 2.

7073 EXTERNAL READER

Add an external Wiegand-compatible reader to the 7073. This makes indoor/outdoor applications easy — or anywhere you need to add an external proximity or other technology reader.

REQUEST-TO-EXIT (REX)

To enable easy user exit from an area, connect a motion sensing or mechanical device to Zone 3 on the keypad. As the user trips the zone, the keypad activates the door strike allowing the user to exit the area without presenting a card or entering a user code.

PRIVATE LABELING

DMP offers dealers the option to present their company logos on the 7000 Series™ keypads. The logo displays on the rubber logo insert and replaces the DMP logo. The backlighted logo glows Green during normal operation and turns Red in an alarm state.

KEYPAD MODEL FEATURES

Model	Two-Button Panic	Red in Alarm	4-Zones	Internal Prox Reader	Wiegand Input	Internal Form C	Door Strike Relay
7060	•	•					
7063	•	•		•			
7070	•	•	•				
7073	•	•	•	•		•	
7463	•	•		•			

THINLINE™ KEYPADS

COMPATIBILITY REFERENCE SHEET

KEYPAD ACCESSORIES

Alternate Housings

THIN-LCD-B	Black Housing
THIN-LCD-I	Ivory Housing
THIN-LCD-P	Platinum Housing
THIN-LCD-W	White Housing

Backboxes

695	Keypad Conduit Backbox
696	Keypad Backbox

Keypad Wiring Harness

300	4-wire harness
300-5	5-wire harness
300-12	12-wire harness
300-512	12-wire harness, 5' long
300-7400-6	6-wire 7400 harness

Proximity Credentials

1306	Prox Patch™
1306PW	Prox Patch
1326	ProxCard II® Card
1346	ProxKey III® Access Device
1351	ProxPass®
1386	ISOProx II® Card

External Proximity Readers (7073 Only)

PP-6005B	ProxPoint® Plus Proximity Reader
MP-5365	MiniProx Proximity Reader
PR-5455	ProxPro® II Proximity Reader
MX-5375	MaxiProx® Proximity Reader
TL-5395	ThinLine II® Proximity Reader

Farpointe Proximity Credentials

CSR-35P	Conekt Bluetooth Reader
Delta 3	Contactless Mullion-Mount Smartcard Reader
Delta 5	Contactless Mullion-Mount Smartcard Reader
Delta 6.4	Contactless Smartcard Reader and Keypad
P-300-H-A	Cascade Proximity Reader
P-500-H-A	Alps Proximity Reader
P-620-H-A	Denali Proximity Reader with Keypad
P-640-H-A	Patagonia Proximity Reader with Keypad

KEYPAD ORDERING INFORMATION

7060-W	Thinline LCD Keypad
7060N-W	Thinline LCD Keypad with Numeric Keys
7063-W	Thinline LCD Keypad with Prox Reader
7063N-W	Thinline LCD Keypad with Prox Reader and Numeric Keys
7070-W	Thinline LCD Keypad with 4 Zones
7070N-W	Thinline LCD Keypad with 4 Zones and Numeric Keys
7073-W	Thinline LCD Keypad with 4 Zones, Prox Reader and Door Access Relay
7073N-W	Thinline LCD Keypad with 4 Zones, Prox Reader, Numeric Keys and Door Access Relay
7463-W	Thinline LCD Network Keypad with Prox Reader

THIN-LCD-W

THIN-LCD-B

Specifications

Operating Voltage	12 VDC
Dimensions	7" W × 5.25" H × 0.5" D
Display Type	LCD
Color	White

Compatibility

Compatible with all DMP panels. Not available in a Fire Keypad Variation. 7463 — XR Series only.

Current Draw

7060

Standby	72 mA
Alarm	87 mA

7063

Standby	85 mA
Alarm	100 mA

7070

Standby	72 mA + 1.6 mA per active zone
Alarm	87 mA + 2 mA per active zone

7073

Standby	85 mA + 1.6 mA per active zone
Alarm	100 mA + 2 mA per active zone

7463

Standby	100 mA
Alarm	100 mA
Max Battery Charging	285 mA

Certifications

For additional information, access DMP.com/Certifications

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FIND US AT @DMPALARMS ON MOST SOCIAL PLATFORMS

1100 Series™ Wireless

RECEIVERS, REPEATERS & TRANSLATORS

WIRELESS RECEIVERS

- 1100D/1100DH/1100DI
  Receiver for XT Series™ Panels
- 1100X/1100XH
  Receiver for XR Series™ Panels
- 1100R
  Repeater for XT, XTL, and XR Series Panels
- 1100DE
  Encrypted Wireless Receiver for XT Series Panels
- 1100DHE
  Encrypted Wireless High Power Receiver for XT Series Panels
- 1100XE
  Encrypted Wireless Receiver for XR Series Panels
- 1100XHE
  Encrypted Wireless High Power Receiver for XR Series Panels
- 1100RE
  Encrypted Wireless Repeater for XT, XTL, and XR Series Panels
- 1100T
  Wireless Translator
- 1100TF
  Wireless Translator with 24-hour Standby Battery Backup

FEATURES

- Frequency-hopping 900 MHz spread-spectrum technology
- Seamless integration with DMP panels and other hardwired devices
- Simple programming
- Superior range
- Two-Way™ supervised wireless communication
- 3-, 60- or 240-minute supervision window, selectable by zone or output to maximize effectiveness
- Extended range with the 1100DH and 1100XH
- Attractive and durable plastic housing for all units
- Internal antenna

DMP OFFERS INCREASED SECURITY

Two-Way supervised wireless repeaters and receivers from DMP deliver unparalleled flexibility and simplicity while processing every system message efficiently. Whether the installation is new construction, an upgrade or retrofit, DMP wireless communication gets the job done faster with less effort.

TWO-WAY COMMUNICATION

Superior to traditional wireless devices that just broadcast until the zone is restored, DMP 1100 Series require an acknowledgement from the receiver, indicating successful communication. This smart technology ensures that each and every communication is received and efficiently processed at the panel.

900 MHZ SPREAD-SPECTRUM TECHNOLOGY

DMP wireless communication employs 900 MHz frequency-hopping spread-spectrum to ensure clear and accurate signal transmissions without interference in practically any environment.

INCREASED SECURITY

Other wireless devices can take up to four hours before the system recognizes a missing device! With two-way communication, if the receiver misses an expected supervision message, the system immediately reports the zone or output as missing, so your system's integrity and reliability are never compromised.

128-BIT ENCRYPTION

The 1100 Series' E models deliver industry-standard 128-bit AES encryption over the air and frequency-hopping spread-spectrum. For added security, DMP 1100 Series encrypted devices allow you to enter your own passphrase for unique key generation, providing full encryption end to end. Encryption is compatible with XR and XT Series panels with version 183 or higher.

The E model wireless devices and receivers are offered separately from existing 1100 Series devices. For the highest level of encryption, it is recommended that all devices on the system be E models, although each of the new products are fully backward compatible with systems that do not support encryption, so they can be added to existing systems or operate as a stand-alone system.

MODEL FEATURES

Model	Description	Compatibility	Encryption	High Power	UL 864
1100D	Wireless Receiver	XT Series			
1100DH	Wireless High Power Receiver	XT Series		•	
1100DI	Wireless In-line Receiver	XT Series			
1100DE	Encrypted Wireless Receiver	XT Series	•		
1100DHE	Encrypted Wireless High Power Receiver	XT Series	•	•	
1100X	Wireless Receiver	XR Series			•
1100XH	Wireless High Power Receiver	XR Series		•	•
1100XE	Encrypted Wireless Receiver	XR Series	•		•
1100XHE	Encrypted Wireless High Power Receiver	XR Series	•	•	•
1100R	Wireless Repeater	XT, XTL & XR Series			•
1100RE	Encrypted Wireless Repeater	XT, XTL & XR Series	•		•
1100T	Wireless Translator	XT, XTL & XR Series			•
1100TF	Wireless Translator with 24-hour standby battery backup	XT, XTL & XR Series			•

1100 SERIES WIRELESS

1100D AND 1100X RECEIVERS

Competitively priced for residential or commercial applications, the 1100D and 1100X Receivers allow you to add wireless transmitters to DMP panels as easily as adding a keypad. Supporting up to 32 wireless transmitters using the 1100D or up to 500 transmitters using the 1100X, DMP receivers satisfy all wireless applications.

1100DH AND 1100XH RECEIVERS

The more powerful 1100DH and 1100XH offer the same Two-Way Wireless capabilities as the basic 1100D and 1100X models, but with the added power needed for harsh radio frequency environments. The 1100DH installs on the keypad bus of the XT Series panels. The 1100XH installs on the wireless bus of the XR Series panels.

1100DI RECEIVER

This economical receiver provides the same basic features as the 1100D model but in a more compact unit. The 1100DI connects anywhere on the keypad bus of XT Series panels and is suitable for either residential or small commercial applications.

1100R REPEATER

Extend the communication range of DMP wireless devices with the 1100R Wireless Repeater. Use up to eight 1100R repeaters with any DMP 1100 Series receiver system. The plug-in DC power supply is backed up by a 24-hour battery. Onboard LEDs provide built-in survey capability to enable single-person installation and eliminate the requirement for an external survey kit. An internal case tamper switch provides device security.

1100T AND 1100TF TRANSLATORS

The 1100TF Wireless Translator includes a 24-hour standby battery backup for residential and commercial fire applications. Both the 1100T and 1100TF allow upgrades of non-DMP systems with one-way, low-frequency, wireless transmitters. It is compatible with transmitters that operate at various MHz such as Interlogix, Honeywell 5800, 2GIG and DSC. With this one device, you can easily take over any of these systems and upgrade them to DMP panels, receivers and software management tools. With 24-hour standby operation, the new 1100TF is ideal for commercial fire installations and is in accordance with NFPA 70 and NFPA 72.

The 1100T communicates to a DMP panel via DMP's 1100 Series receivers' wireless connection that eliminates wiring. To accommodate the panel's maximum number of supported sensors, one 1100T can learn in:

- 32-48 zones with XT panels
- 99 zones with XTL panels
- 100 zones with XR150 panels
- 128 zones with XR550 panels

With this one device, you can continue to use the working transmitters and sensors to send events, supervision and low battery messages to the panel. Keeping existing transmitters and sensors in place allows you to save your customers money and reduce their level of interruptions with quicker installations.

The 1100T gives your customers DMP quality with online and app convenience and functionality without increasing installation costs. The 1100T is also compatible with life safety devices and is certified for commercial and residential smoke detection.

1100 SERIES WIRELESS

COMPATIBILITY REFERENCE SHEET

Frequency Range	905-924 MHz
Flame-retardant ABS constructed housings	

1100D/1100X/1100DE/1100XE Receiver

Operating Voltage	8.0 to 14 VDC
Current Draw	35 mA
Dimensions	5.5" W × 3.75" H × 1" D

1100DH/1100XH/1100DHE/1100XHE Receiver

Operating Voltage	8.0 to 14 VDC
Current Draw	100 mA
Dimensions	5.5" W × 3.75" H × 1" D

1100DI Receiver

Operating Voltage	8.0 to 14 VDC
Current Draw	45 mA
Housing Dimensions	3.3" L × 1.6" W × 1.2" H

1100R/1100RE Repeater

Operating Voltage	8.0 to 14 VDC
Dimensions	5.5" W × 3.75" H × 1" D

1100T Translator

Operating Voltage	12 VDC, 23 mA
Standby Battery	
Voltage	3.7 VDC
Capacity	800 mAh
Type	Lithium Polymer, rechargeable
Standby	4 hours
Dimensions	5.50" W × 3.75" H × 1.00" D

1100TF Translator

Operating Voltage	12 VDC, 31 mA
Standby Battery	
Voltage	3.7 VDC
Capacity	2400 mAh
Type	Lithium Polymer, rechargeable
Standby	24 hours
Dimensions	5.50" W × 3.75" H × 1.00" D

Compatibility

XTL, XT and XR Series Panels

Accessories

376L	DC Plug-in Power Supply (1100R only)
1100RBAT800/8	Rechargeable Battery (1100R only)
ES532	Outdoor Enclosure (1100D/DH, 1100X/XH)
ES531	Outdoor Enclosure (1100DI only)

Patents

U.S. Patent No. 7,239,236

Certifications

California State Fire Marshal (CSFM)

FCC Part 15 Registration ID

CCK1100	1100D, 1100X
CCKPC0110	1100R
CCKPC0111	1100DI
CCKPC0114	1100DH, 1100XH
CCKPC0114R6	1100D, 1100DH

Industry Canada ID

5251A-PC0082	1100D, 1100X
5251A-PC0110	1100R
5251A-PC0111	1100DI
5251A-PC0114	1100DH, 1100XH
5251A-PC0114R6	1100D, 1100DH

Underwriters Laboratories (UL) Listed

Listings for 1100 Series Receivers and Repeaters
- ANSI/UL 365
- ANSI/UL 609
- ANSI/UL 634
- ANSI/UL 639
- ANSI/UL 1023 (Also 1100T and 1100TF)
- ANSI/UL 1076
- ANSI/UL 1610
- ANSI/UL 985 (Also 1100T and 1100TF)

Additional listings for 1100D and 1100X
- ANSI/UL 636

Additional listings for 1100X, 1100XH, 1100R, 1100T and 1100TF
- ANSI/UL 864

Additional listings for 1100R
- ANSI/UL 268

Additional listings for 1100T and 1100TF
- ANSI/UL 2610

For additional information, visit DMP.com/Compliance.

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1100 Series Wireless Transmitters

FEATURES

- **NEW** For the discreet protection of a recessed door contact, the 1132's industry-standard size offers easy and fast installations.
- Two-Way™ Wireless provides unique advantages including longer battery life, extended range, superior supervision, outputs and wireless devices that can be configured remotely
- Simple serial number programming
- Seamless integration with DMP panels and other hardwired devices
- Built-in Survey LED visually confirms communications
- Extended range and battery life
- 3- 60- or 240-minute supervision window, selectable by zone or output to maximize effectiveness
- Frequency-hopping 900 MHz spread-spectrum technology
- Attractive and durable plastic housing for all units
- Internal case tamper switch for added security
- Programmable from panel keypad or via Remote Link™, Dealer Admin™ or Tech APP™
- User-replaceable 3-volt lithium batteries
- Available with AES encryption for over-the-air communication

ENCRYPTED DEVICES

- 1100XE Receiver
- 1100DE Receiver
- 1100XHE High-Power Receiver
- 1100DHE High-Power Receiver
- 1100RE Repeater
- 1101E Universal Transmitter
- 1103E Commercial Universal Transmitter
- 1106E Universal Transmitter
- 1135E Siren
- 1142E Two-Button Panic
- 1144 Wireless Key Fobs

STANDARD DEVICES

- 1101/1102/1103/1106 Universal Transmitters
- 1107 Micro Window Transmitter
- 1108 Doorbell Module
- 1114 Four-Zone Expander
- 1115 Temperature and Flood Detector
- 1116 Relay Output
- 1117 LED Annunciator
- 1118 Remote Indicator Light
- 1119 Door Sounder
- 1122/1126/1127 Motion Detectors
- 1128 Glassbreak Detector
- 1131 Recessed Contact
- 1132 Recessed Contact
- 1134 Access Control Module
- 1135 Siren
- 1136 Remote Chime
- 1139 Bill Trap
- 1141 Wall Button
- 1142 Two-Button Panics
- 1144 Key Fobs
- 1148 Personal Pendant
- 1154 Four-Zone Input Module
- 1158 Eight-Zone Input Module
- 1164 Smoke Detector
- 1164NS Smoke Detector with No Sounder
- 1166 Smoke Ring
- 1168 Smoke/CO/Low Temp Detector
- 1183-135F Heat Detector
- 1183-135R Heat Detector
- 1184 Carbon Monoxide Detector
- 9060/9063 Thinline Series Keypads
- 9862 Touchscreen Graphic Keypads

TWO-WAY COMMUNICATION

DMP Two-Way Wireless systems operate in the frequency range between 905 and 924 MHz – an unlicensed radio wave or spectrum band that is relatively uncluttered.

DMP Two-Way Wireless products are typically placed up to 1,200 feet from the receiver. With systems operating in the 301 - 433 MHz band, the maximum recommended distance between sensor and receiver is 200 feet. Even with a repeater, that extends the distance to approximately 400 feet.

In the 300-433 MHz band, regulations prevent check-in signals from being sent more than once an hour, which means that an intruder could remove a sensor and not be detected for nearly an hour. Wireless alarm systems operating in the 905-924 MHz band do not have this limitation, enabling sensors to be supervised as frequently as every three minutes.

DMP wireless receivers supervise for transmitters that go missing. With two-way communication, each wireless transmitter communicates with the receiver using supervision messages. Each transmitter can be programmed for no supervision or a 3- 60- or 240-minute window providing flexibility and allowing increased security for those applications that require shorter supervision times.

When the receiver does not receive any supervision messages from the transmitter for the programmed window of time, the receiver reports the zone or output as missing to the panel for display and reporting to the monitoring center.

900 MHZ SPREAD-SPECTRUM TECHNOLOGY

DMP wireless communication employs 900 MHz frequency-hopping spread-spectrum to ensure clear and accurate signal transmissions without interference in practically any environment. The spread-spectrum technology enables the system to use numerous channels within the 905-924 MHz band and to dynamically hop from frequency to frequency.

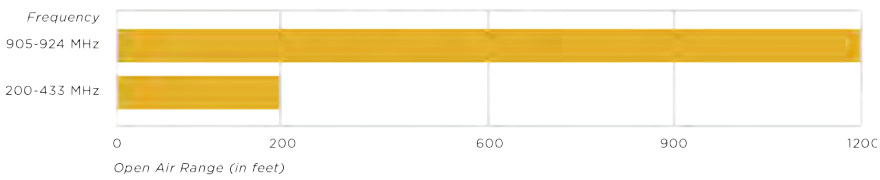
By using spread-spectrum technology, this virtually ensures that a DMP wireless system cannot be defeated by jamming. With non-spread-spectrum systems that operate in a narrow frequency band, an intruder can use a wireless device to flood the area with transmissions at the same frequency used by the alarm system, thereby preventing alarm signals from reaching the receiver.

Every 32 milliseconds, DMP Two-Way Wireless hops to a new frequency across 53 frequencies. The order is random and determined by the house code of the panel.

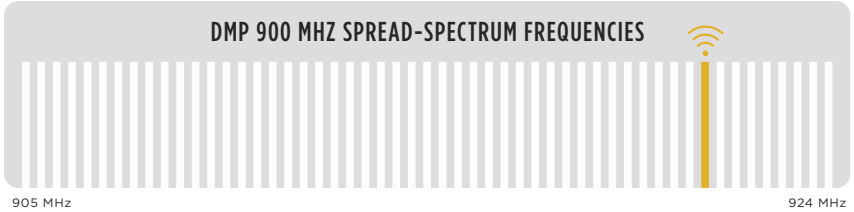
Although spread-spectrum technology uses frequencies that other systems use, and it will see interference from other systems, it is designed to overcome that interference inherently. This is one of the main advantages of spread-spectrum wireless.

If the device and receiver hop to a different channel and encounter a channel that has interference, it simply moves on, and the data acknowledgment will not be received, thus requiring the panel or sensor to resend that signal. This trying and resending will automatically occur until the message is sent and acknowledged. This self-healing system is very reliable.

TYPICAL WIRELESS RANGE



DMP 900 MHZ SPREAD-SPECTRUM FREQUENCIES



1100 SERIES WIRELESS TRANSMITTERS

DMP Two-Way Wireless alarm systems operating in the 905-924 MHz spectrum band offer numerous advantages over other products. These include:

- Longer range due to less strict regulatory requirements for the 905-924 MHz frequency band in comparison with the 300-433 MHz band
- Support for more frequent sensor check-ins, increasing system reliability
- Spread-spectrum technology for greater reliability and protection from jamming
- Two-way communication for greater reliability
- Suitable for commercial installations because of:
  - Greater range
  - Support for up to eight repeaters
  - Shorter wavelengths are less likely to be blocked by new walls or other changes made to a protected area
  - UL approved for commercial fire installations
- Survey LED for one person installation
- Longer battery life for lower maintenance costs

ONE-WAY VS. TWO-WAY COMMUNICATION

DMP two-way communication enables the control panel and sensors to exchange information. This allows the wireless devices to be controlled and adjusted remotely from the panel or Remote Link software. DMP Two-Way technology sends a single message and immediately receives a single acknowledgment allowing it to save much-needed battery life.

For PIR motion sensors, the Two-Way technology can be used to adjust sensitivity and pulse count settings, etc. Additionally the alarm panel can instruct the motion sensors to go to sleep but send supervision signals when the system is disarmed, saving battery life.

Some competitive PIRs go to sleep after an alarm for three minutes. But with DMP, if the system is not programmed for swinger bypass, a sensor that is tripped repeatedly will continue to send an alarm signal with each trip. An example of where this would occur is when a PIR is repeatedly tripped by a person walking around in its field of view. This acts more like a wired PIR from the monitoring center perspective and provides operators with more real-time information to make appropriate decisions.

EXTENDED BATTERY LIFE

Programming each wireless device with a specific communication test interval eliminates wasteful, repetitive signaling. By eliminating multiple rounds of repetitive signals, two-way communication extends battery life.

SURVEY LED

The onboard LED on all 1100 Series transmitters provides built-in survey capability to allow for single-person installations, eliminating the requirement for an additional survey kit.

SIMPLE PROGRAMMING

No special equipment is needed to program the system! Assign wireless transmitters to zones or outputs during panel programming with Remote Link or from the keypad.

128-BIT ENCRYPTION

For customers who want to add the highest level of security, all 1100 Series wireless transmitters are available with full support for industry-standard 128-bit AES encryption over the air, in addition to 900 MHz frequency-hopping spread spectrum supervised communication. For added security, DMP 1100 Series encrypted devices also allow you to enter your own passphrase for unique key generation, providing full encryption end to end.

All encrypted models are fully backward compatible with systems that do not support encryption. As such, they can be added to existing systems or operate as a stand-alone system.

1100 SERIES ENCRYPTED

- 1100XE Receiver
- 1100DE Receiver
- 1100XHE High-Power Receiver
- 1100DHE High-Power Receiver
- 1100RE Repeater
- 1101E Universal Transmitter
- 1103E Commercial Universal Transmitter
- 1106E Universal Transmitter
- 1135E Siren
- 1142E Two-Button Panic
- 1144 Key Fobs

1101/1101E UNIVERSAL TRANSMITTER

The 1101 Universal Transmitter provides internal and external contacts that may be used at the same time to yield two individual reporting zones from one transmitter. This functionality makes the 1101 perfect for applications where a door and window (or any type of normally open or normally closed contact) are in close proximity.

1102 UNIVERSAL TRANSMITTER

The 1102 Universal Transmitter provides the same look and reliability of the 1101 without an internal contact. Simply connect any normally open or normally closed contact to the 1102 transmitter two-wire terminal block.

1103/1103E UNIVERSAL TRANSMITTER

The 1103 Universal Transmitter is typically used in commercial fire or burglary door/window applications. It offers the same look and features as the 1101 transmitter with the addition of a 470K end-of-line resistor, wall tamper switch and commercial fire listing.

1106/1106E UNIVERSAL TRANSMITTER

The 1106 Universal Transmitter is less than half the size of the 1101/1102, providing more mounting options and more discrete placement. This two-input transmitter is typically used for door/window applications. The internal and external contacts can be programmed to operate at the same time, providing two independent zones from one transmitter.

1107 MICRO WINDOW TRANSMITTER

This low-profile transmitter is typically used for window applications. It contains a single reed switch that detects a magnet mounted on the window. The 1107 provides survey capability to allow one person to confirm transmitter communication with the receiver before installation. A 3-volt coin cell battery powers the transmitter.

1108 DOORBELL MODULE

The 1108 Doorbell Module monitors standard doorbell or Video Doorbell button presses. When someone rings the doorbell, the module sends a wireless signal to annunciate at keypads or any connected 1136 Wireless Remote Chimes.

1114 FOUR-ZONE EXPANDER

The 1114 increases the number of reporting zones available on DMP panels. The four zones can be used with burglary and non-powered devices.

1115 TEMPERATURE & FLOOD DETECTOR

The 1115 can be programmed with up to four zones and serves as a temperature sensor, flood detector or both simultaneously. The 1115 has an internal temperature sensor that can detect cold, hot or warm temperature ranges. When combined with a T280R Temperature Sensor Probe, the 1115 can monitor refrigerated or freezing temperatures. The 1115 may also be combined with a 470PB Water Sensor Probe to monitor flood conditions.

1116 RELAY OUTPUT

The 1116 provides a Form C (SPDT) dry relay contact rated for 1 Amp at 30 VDC. Program the 1116 with a slow or fast response time to fit your application.

1117 LED ANNUNCIATOR

The 1117 provides one remote LED that can be used to visually notify the user about conditions such as armed area annunciation, ambush alarm, burglary alarm, exit timer, entry timer, schedules or communication failure.

1118 REMOTE INDICATOR LIGHT

The 1118 provides one remote LED indicator for XR150 and XR550 Series panels that visually indicates when a panic alarm has been activated. Install in a break room, storage area or anywhere not visible to the teller line or lobby where a notification LED could be used.

1119 DOOR SOUNDER

This single-zone sounder serves as both a burglary and audible alert device, sending a signal to the panel while creating an audible tone. In retail/commercial applications, it provides a lower-cost alternative to sounders available as an add-on with crash bars. Connecting the zone input to a door contact allows it to trigger the sounder immediately.

1122 PIR

The 1122 provides 90-degree 40-foot by 40-foot detection range, pet immunity and the battery saving disarm/disable feature. Includes one 3-volt lithium battery.

1126 CEILING-MOUNT PIR MOTION DETECTOR

The 1126 is a compact low-profile motion sensor. Offering a 360 degree version makes the 1126 flexible for a variety of ceiling mount applications. To save battery life, select YES for Disarm Disable in Zone Programming. This allows the 1126 PIR to be disabled for Night and Exit type zones while the area is disarmed.

1127 WALL-MOUNT PIR MOTION DETECTORS

The 1127C curtain PIR covers a 10-foot curtain area using a Fresnel lens. The 1127W wide-angle PIR covers a 36-foot by 84-degree angle area using a Fresnel lens with pet immunity up to 40 pounds. Both versions exhibit excellent R.F.I. and noise immunity, and include Disarm Disable.

1128 GLASSBREAK DETECTOR

Designed to detect the shattering of framed glass mounted in an outside wall, the 1128 Glassbreak Detector is a fully supervised, low-current shock and glassbreak sensor that provides added detection coverage up to 20 feet. By detecting both high and low frequencies, the 1128 reduces the chance of false alarms. It's also suitable for armor-coated glass. For maximum flexibility and coverage, you can mount the 1128 on the ceiling or on an opposing wall.

1131 RECESSED CONTACT

The 1131 provides concealed protection for doors, windows or any other application needing a discreet contact. The 1131 transmits Normal, Alarm and Low Battery conditions.

NEW 1132 RECESSSED CONTACT

This sensor is an industry-standard size ¾" in diameter and 2½" long. For system upgrades to DMP, this means there's no added work to replace the existing ¾" sensor — just insert the transmitter housing into the existing hole until the cap is flush with the door jamb.

1100 SERIES WIRELESS TRANSMITTERS

1134 ACCESS CONTROL MODULE

The 1134 allows you to use the powerful built-in access control capability of DMP panels with DMP's 900 MHz Two-Way Wireless. DMP panels provide access control, arming and disarming using proximity, mag-stripe, biometric or other Wiegand-output authentication devices. It connects and operates wirelessly with DMP panels. A keypad may be plugged directly into the 1134 for local programming.

1135/1135E SIREN

The 1135 makes it possible to quickly and easily place one or more sirens as part of an installation. For residential and commercial applications, this battery-powered siren is an easy, add-on sale to customers who want the extra security provided by sirens in several interior locations. The 1135 includes a cover tamper and survey LED and comes with batteries. The 1135 has a selectable volume of 100 or 110 decibels.

1136 REMOTE CHIME

The 1136 is a multi-function sounder that plugs directly into a standard 110 VAC wall outlet. The 1136 provides extra annunciation in installations that benefit from a louder keypad chime or small multifamily applications where no keypad is installed and the system is controlled from an app. The 1136 annunciates Chimes (Zone Monitor), as well as Entry Delay Exit Delay, and alarm messages.

1139 BILL TRAP

Designed to provide a silent alarm option for cash drawer operators, the 1139 holds a trapped bill below a stack of bills. When the trapped bill is removed, a panic alarm is sent to the receiver.

1141 WALL BUTTON

The 1141 is a one-button wireless transmitter designed to be wall-mounted. When pressed, a message is sent to the panel. The 1141 also provides an LED that can be programmed to provide visual indication that a signal has been transmitted. The wall button can be used as a panic button, and can be programmed to control outputs, such as a garage door, light switch, door release or as an arming or disarming button. Includes water-resistant installation option.

1142/1142E & 1142BC TWO-BUTTON PANIC TRANSMITTER

The 1142 and 1142BC are typically used as a panic alarm, but with a little imagination this transmitter can be used for a multitude of applications.

The optional belt clip offers mobile protection. Permanently mount the 1142 in an under-the-counter location with the included screws for UL installations.

1144 SERIES KEY FOB TRANSMITTERS

The 1144 Series transmitter is portable, water resistant and designed to be clipped to a key chain or lanyard. The key fob LED provides visual acknowledgment when a button is pressed and responds to each separate operation with specific color-coded LED status displays.

1144-4	Four-button
1144-2	Two-button
1144-1	One-button
1144-D	Dual-button

1144 KEY FOB WITH BUILT-IN PROX

The 1144-1P is a wireless key fob transmitter that includes a built-in proximity credential for access control. This accessory now meets two requirements - controlling the system for such functions as arming, disarming or panic, as well as being able to arm or disarm via an alarm system or as an access control credential.

1148 PERSONAL PENDANT

The 1148 is a one-button, wireless emergency transmitter designed to be worn as a wristband or on a break-away lanyard. The 1148 is programmed as a wireless zone and can be used to activate an emergency alarm at the receiver. The 1148 features a permanently sealed, water-resistant design.

1154 FOUR-ZONE INPUT MODULE

The 1154 allows installers to convert up to four existing hardwired zones into wireless zones. When a DMP panel is installed in the same location as a non-DMP panel, the 1154 can replace up to four existing zones/contacts making upgrades quicker and simpler.

1158 EIGHT-ZONE INPUT MODULE

The 1158 allows installers to convert up to eight existing hardwired zones into wireless zones. When a DMP panel is installed in the same location as a non-DMP panel, the 1158 can replace up to eight existing zones/contacts making upgrades quicker and simpler.

1164 SMOKE DETECTOR WITH SYNCHRONIZED SOUNDER

The 1164 is a wireless device with integrated synchronized sounder. In installations with multiple smoke detectors, when one 1164 sounds, it signals the panel to command all 1164s to sound. Any fire zone tripped on the panel will cause the sounders to initiate. The panel can also trigger other wired strobes and strobe horns. The 1164 uses the robust and experienced 900 MHz Two-Way Wireless technology from DMP that has been approved for commercial fire applications since 2009.

1164NS SMOKE DETECTOR WITH NO SOUNDER

The 1164NS has the same functionality as the 1164 Smoke Detector with Synchronized Sounder, minus the built-in sounder. The 1164NS is intended for use in installations with existing sounder/notification devices. The 1164NS uses the robust and experienced 900 MHz Two-Way Wireless technology from DMP that has been approved for commercial fire applications since 2009.

1166 SMOKE RING

Traditional smoke detectors only provide an audible alert in the event of a fire. The 1166 monitors the smoke detector system and sends a message to the alarm panel when any smoke detector is triggered. Only one 1166 is required per smoke detector system.

1168 SMOKE/CO/LOW TEMP DETECTOR

The 1168 wireless combination detector features multi-criteria smoke sensing using a combination of photoelectric heat, IR flame flicker, carbon monoxide (CO) indicators and a low temp sensor. The 1168 reports carbon monoxide, fire alarms and low temp to the control panel.

1183-135F HEAT DETECTOR

The 1183-135F is a fixed temperature detector that reacts to heat by responding to the fixed 135 degree temperature setting. When activated, an alarm is sent to the control panel. The 1183-135F model has a black dot on the heat collector fin for identification.

1183-135R RATE OF RISE HEAT DETECTOR

The 1183-135R model is a combination rate-of-rise and fixed temperature detector that detects heat quickly by responding to a rapid temperature increase or a fixed 135 degree temperature setting. The element responds to a rapid rise in temperature and sends an alarm to the control panel when the ceiling temperature increases at a minimum rate of 15 degrees Farenheit per minute. An alarm is also sent to the panel if the ceiling temperature reaches the fixed 135 degrees setting if the rate-of-rise is not exceeded.

1184 CARBON MONOXIDE DETECTOR

The 1184 is a 3-volt battery-powered wireless carbon monoxide (CO) detector that provides early warning when the electrochemical sensing technology measures carbon monoxide levels in the air. The detector consists of an electrochemical carbon monoxide sensor assembly coupled with an 1100 Series wireless transmitter. The transmitter can send alarm, trouble, tamper and low battery condition messages to the alarm panel. The 1184 is an ideal carbon monoxide detector for difficult-to-wire locations, applications where room aesthetics are critical or where hazardous materials exist.

9060/9063 THINLINE SERIES KEYPADS

The 9060 and 9063 are fully functioning, supervised keypads that provide installation flexibility. These full-feature keypads include four two-button panic keys and an internal speaker. The back-lit keyboard is easy to read, and both the keyboard and logo turn red in alarm conditions, providing a visual alert. Both keypads have a 32-character display and can be programmed with a 16-character home or business name. The 9063 keypad also includes a built-in proximity reader for codeless arming and disarming.

9862 SERIES GRAPHIC TOUCHSCREEN KEYPADS

The 9800 Wireless Touchscreen Keypads are fully functioning, supervised keypads that provide installation flexibility and touchscreen control for all keypad functions. Slim profile in stylish gloss black or white finish with a 5-inch, full color display.

RECEIVERS

1100D/1100DE AND 1100DH/1100DHE RECEIVERS

The 1100D allows you to add wireless transmitters to DMP panels as easily as adding a keypad. The 1100D supports up to 32 wireless transmitters. The 1100DH offers the same two-way wireless capabilities as the 1100D but is more powerful. The 1100D Series receivers install on the keypad bus of the XT Series panels.

1100X/1100XE AND 1100XH/1100XHE RECEIVERS

Similar to the 1100D, the 1100X is competitively priced. It allows you to add up to 500 wireless transmitters. For more power, use the 1100XH, which installs on the wireless bus of the XR Series panels.

1100R/1100RE REPEATER

Extend the communication range of DMP wireless devices with the 1100R Wireless Repeater. Use up to eight repeaters with any DMP 1100 Series receiver system. The plug-in DC power supply is backed up by a 24-hour battery. Onboard LEDs provide built-in survey capability to enable single-person installation and eliminate the requirement for an external survey kit. An internal case tamper switch provides device security.

1100 SERIES WIRELESS TRANSMITTERS

SPECIFICATIONS

1101/1102 Universal Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2" H
Mounting Bracket	2.5" L × 1.3" W × 0.1" H
Magnet Housing	1.5" L × 0.5" W × 0.7" H

1103 Universal Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2" H
Magnet Housing	1.5" L × 0.5" W × 0.7" H

1106 Universal Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	1.79" L × 1.69" W × 0.84" H
Standard Mag Housing	1.35" L × 0.38" W × 0.43" H
Commercial Mag Housing	2.25" L × 0.38" W × 0.34" H

1107 Micro Window Transmitter

Battery Life Expectancy	2 years
Dimensions	2.625" L × 1" W × .3125" H
Transmitter Case	2.625" L × 1" W × .3125" H
Standard Magnet Housing	2.625" L × .375" W × .3125" H
Commercial Magnet Housing	2.625 L × .375" W × .3125" H

1108 Doorbell Module

Primary	16 VAC - 24 VAC
Dimensions	2.625" L × 1" W × .3125" H

1114 Four-Zone Expander

Battery Life Expectancy	3 years
Dimensions	4.65" L × 3.1" W × 1.4" H

1115 Temperature and Flood Detector

Battery Life Expectancy	3 years
Dimensions	3.3" L × 1.6" W × 1.2" H

1116 Relay Output

Battery Life Expectancy	5 years (Slow Response)
Dimensions	4.65" L × 3.1" W × 1.4" H

1117 LED Annunciator

Battery Life Expectancy	5 years (Slow Response)
Dimensions	4.65" L × 3.1" W × 1.4" H

1118 Remote Indicator Light

Battery Life Expectancy	5 years (Slow Response)
Dimensions	4.65" L × 3.1" W × 1.4" H

1119 Door Sounder

Battery Life Expectancy	2 ½ Years (Slow Response) 3 Months (Fast Response)
Dimensions	4.5" L × 4.375" W × 1.375" H

1122 PIR Motion Detector

Battery Life Expectancy	3 years
Dimensions	4.8" L × 2.5" W × 1.45" H
Detection Range	90° 40 × 40 feet
Mounting Height	4.9 to 8.2 feet

1126 Series PIR Motion Detectors

Battery Life Expectancy	3 years
Dimensions	4.0" DIA × 2" H
Mounting Height	6.5 to 18 feet

1127 Series Wall-Mount PIR Motion Detectors

Battery Life Expectancy	5 to 7 years
Dimensions	2.7" W × 1.77" D × 4.33" H
Mounting Height	8 feet

1128 Glassbreak Detector

Battery Life Expectancy	3 years
Dimensions	3.3" L × 2.1" W × 0.9" D

1131 Recessed Contact

Battery Life Expectancy	5 years
Dimensions	
Housing	4.175" L × .55" DIA
Magnet Housing	0.7" L × .55" DIA

1132 Recessed Contact

Battery Life Expectancy	5 years
Dimensions	
Housing	2.50" L × .75" DIA
Magnet Housing	0.63" L × .75" DIA

1134 Access Control Module

Dimensions	4.5" L × 2.75" W × 1.75"H

1135 Siren

Battery Life Expectancy	3 Years
Dimensions	4.5" L × 4.5" W × 1.25"H

1136 Remote Chime

Dimensions	5" L × 2.6" W × 1.5" D
Decibel Level	97 db

1139 Bill Trap

Battery Life Expectancy	1 year using 2 batteries
Dimensions	5.375" H × 2.625" W × .625" D

1141 Wall Button

Battery Life Expectancy	4 years
Dimensions	3.3" L × 1.6" W × 1.2" H

1142 Two-Button Hold-Up Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2"
Belt Clip	1.9" L × 0.9" W × 0.3" H

1142BC Two-Button Panic Transmitter

Battery Life Expectancy	5 years
Dimensions	
Transmitter Case	3.3" L × 1.6" W × 1.2" H
Belt Clip	1.9" L × 0.9" W × 0.3" H

1144 Series Key Fob Transmitters

Battery Life Expectancy	2 years
Dimensions	1.98" H × 1.53" W × 0.55" D

1148 Personal Pendant

Battery Life	Approx. 2.5 to 3 years Non-removable
Dimensions	3.3" L × 1.6" W × 1.2" H

1154 Wireless Four-Zone Input Module

Battery Life Expectancy	3 years
Dimensions	4.65" L x 3.1" W x 1.4" H

1158 Wireless Eight-Zone Input Module

Battery Life Expectancy	3 years
Dimensions	4.65" L x 3.1" W x 1.4" H

1164/1164NS

Battery Life Expectancy	1 year
Dimensions	
Detector	5.6" W × 2.4" H
Base	5.4" W × 0.46" H

1166

Life Expectancy	6 Years (normal operation)
Dimensions	6.5" W × 0.5" H

1168

Life Expectancy	
ETL Rating	1 Year
Normal Conditions	3 Years
Dimensions	6.3" W × 1.65" H

1183

Battery Life Expectancy	2 years
Dimensions	5.8" × 2.2"
Detector	5.8" W × 2.2" H

1184

Battery Life Expectancy	2 years
Dimensions	5.8" W × 2.2" H

1100 SERIES WIRELESS TRANSMITTERS

SPECIFICATIONS

Wireless Keypads

9060/9063 Thinline Series Keypad

Standby Battery Time	24 Hours
Dimensions	7" W × 5.25" H × 0.5" D

9862/9862USB Graphic Touchscreen Keypad

Standby Battery Time	24 Hours
Dimensions	5.8" W × 4.135" H × 0.6" D

Wireless Repeater/Receivers

1100D/1100DE Wireless Receiver

Frequency Range	905-924 MHz
Operating Voltage	8.0 to 14 VDC
Current Draw	40 mA
Housing Dimensions	5.5" W × 3.75" H × 1" D

Flame-retardant ABS constructed housing

1100R/1100RE Wireless Repeater

Frequency Range	905-924 MHz
Operating Voltage	8.0 to 14 VDC
Housing Dimensions	4.65" L × 1.4" W × 3.1" H

Flame-retardant ABS constructed housing

1100X/1100XE Wireless Receiver

Frequency Range	905-924 MHz
Operating Voltage	8.0 to 14 VDC
Current Draw	40 mA
Housing Dimensions	4.65" L × 1.4" W × 3.1" H

Flame-retardant ABS constructed housing

XTLplus Onboard Receiver

Frequency Range	905-924 MHz
Operating Voltage	12 VDC (Model 372-500-W)
Housing Dimensions	5.5" W × 3.75" H × 1" D

XT50 Onboard Receiver

Frequency Range	905-924 MHz

Compatibility

XTL Series, XT Series and XR Series panels

Accessories

CR123	3.0V Lithium Battery
CR123Fire	3.0V Lithium Panasonic Battery
CR2430	3.0V Lithium Sony® Battery (1144 series only)
CR2477	3.0V Lithium Coin Battery (1166 series only)
CR2450	3.0V Coin Cell Lithium Battery (1139 only)
CR12600	3.0V Lithium Battery (1131 only)
1/2 AA	3.6V Lithium Battery (1132 only)
371-500	12 VDC Plug-in Power Supply (9060/9063 only)
376	DC Plug-in Power Supply (1114-1118 only)
378	Barrel Connector with Cord (1114-1118 only)
699	Keypad Deskstand (9060/9063 only)
777	Protective Keypad Cover (9060/9063 only)
1100RBAT800/8	800 mAH Battery
9000BAT	Replacement Standby Battery (9060/9063 only)
9800BAT	Replacement Standby Battery (9862 only)

Patents

U.S. Patent No. 7,239,236

Typical Range and Optimal Receiver Placement

Typical open air range is 1,200 feet for standard receiver and 1.7 miles using high-power receiver. Your experience may vary based on site conditions, wall thickness and material and other variables. Open air range listed for reference. Typical range in enclosed structures will be reduced. We recommend doing a site survey to determine optimal receiver placement and operation in harsh or expansive applications.

For additional information, go to DMP.com/Compliance.

800-641-4282 | DMP.com
2500 North Partnership Boulevard
Springfield, Missouri 65803-8877

Designed, engineered, and manufactured in Springfield, Missouri using U.S. and Global Components

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Video Doorbell™

- Integrates video and voice capabilities for user's front door
- Provides integration with Virtual Keypad™
- Small, easy-to-install product

FEATURES

- 170-degree vertical field of view
- 1080p HD video
- Two-way audio communication
- Notifications and live camera view on Virtual Keypad app
- Motion detection regions
- Motion sensitivity settings
- Day/Night video functionality
- Pinch-to-Zoom for a closer look
- Optional NVR connectivity
- Uses existing doorbell power
- Weather-resistant case
- Wedge accessories included for flexible camera angle to fit entrance layout
- Access to stored video clips
- Compatible with most standard non-digital doorbells
- Back plate and power kit included

VIDEO DOORBELL

CAMERA CHARACTERISTICS
The V-4061DB Video Doorbell produces 1080p high-definition video with a 170-degree vertical view. The V-4061DB offers both day and night functionality. Video is still visible in low-light conditions.

IMAGE CAPTURE OPTIONS
Users have the option not only to view the doorbell's camera, but also to record video to document activity at their premises with the Virtual Keypad app — the same app they rely on to manage their security and home automation systems. The camera is engineered for fast connectivity and can be programmed to automatically record video clips when motion is detected. The user can opt to receive notifications any time motion is detected or the doorbell is pressed. With its 170-degree vertical field of view, the doorbell captures a complete "head-to-toe" view of visitors and any deliveries left at the doorstep.

ONBOARD STORAGE
The V-4061DB Video Doorbell includes a pre-installed 16 GB Micro SD Card, providing access to stored video clips that are ready to view anytime, anywhere through the Virtual Keypad app. The onboard storage keeps your surveillance recordings secure, and even if the user's Wi-Fi connection fails, the camera will continue to record any time motion is detected or the doorbell is pressed.

CONTINUOUS RECORDING OPTION
For continuous recording, the V-4061DB Video Doorbell can be connected to the eight-channel V-4408D NVR. The NVR delivers 2 terabytes (TB) of encrypted storage.

OUTDOOR DESIGN
The Video Doorbell is designed to withstand harsh environments as well as provide a high degree of vandal resistance. This allows reliable performance in most harsh environments.

MULTIPLE HOUSING COLOR OPTIONS
The V-4061DB Video Doorbell comes with four interchangeable faceplate options that are easy to install. Color options include white, black, brown and gold.

White Black Brown Gold

EASILY LEARNS IN WITH VIRTUAL KEYPAD APP
With SoftAP technology, users have a simple way to dynamically configure their Wi-Fi names and passwords into their doorbells and securely connect to their network. Virtual Keypad connects directly to the doorbell's Wi-Fi network and securely configures the Wi-Fi at your customers' homes or businesses.

BENEFITS OF 2.4 GHZ FREQUENCY
The V-4061DB Video Doorbell is engineered to work on the 2.4 GHz frequency band, which is the universal frequency for most routers. There are a number of advantages of tuning in to 2.4 GHz frequency; namely range. It delivers robust wireless solutions with better penetration through concrete walls and other obstructions to ensure premium Wi-Fi signal strength outside.

Horizontal Wedge Vertical Wedge Flat Wedge

Specifications

Sensor and Lens

Image Sensor	2MP
Lens	2.4mm, F.2.25
Field of View	170° Vertical, 105° Horizontal
Video Compression	H.264
Frame Rate	15 fps
IR Distance	25 feet

Network

Wi-Fi Frequency	2.4 GHz

Storage

On-Board Storage	16 GB SD card installed (Supports up to 128 GB)

Hardware

Power Required	16 VAC to 24 VAC
Power Consumption	Max 5w
Operating Temp	-22°F to 122°F (-30°C to 60°C)
Dimensions	1.8" W × 5.4" H × 0.82" D

Supported Regions
United States, Canada, Mexico, Australia

Ordering Information

V-4061DB	Video Doorbell

Accessories

V-4061DB-WEDGE	Wedge Kit
V-4061DB-PK	Power Kit

Certifications
FCC Part 15
CE

For additional information, visit DMP.com/Compliance.

800-641-4282 | DMP.com
2500 N. Partnership Blvd, Springfield, MO 65803
Designed, engineered and manufactured in Springfield, MO using U.S. and global components

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LIMITED WARRANTY: DMP warrants that the products manufactured by DMP shall be free from defects of manufacture, labeling, and packaging for a period of three (3) years from the invoice date to the original Buyer, provided that representative samples of the defective products are returned to DMP for inspection. To read the full DMP Limited Warranty, go to DMP.com/Warranty or check the DMP Price List or Catalog.

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OPTEX

360° CEILING MOUNT PASSIVE INFRARED DETECTOR

SX-360Z

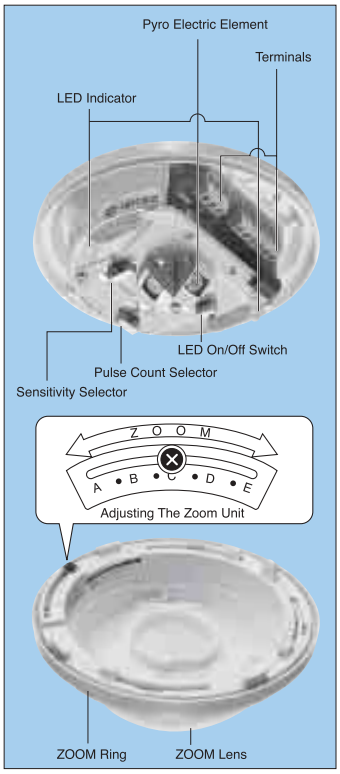
"ZOOM" INTO ANY INSTALLATION

Optex's Unique Zoom Function and Highly Dense, Triple Element Detection Pattern, Provide Unsurpassed Detection Performance at Any Ceiling Height Up to 16 Feet!

OPTEX incorporates its latest technology into a new generation of 360° Bdetectors. The unique "Zoom" mechanism makes the SX-360Z the most flexible detector available. The 276 dense zones will provide a 60ft.(18m) circular detection area at any installation height from 8 to 16ft.(2.4 to 5m) with absolutely no dead spots. The SX-360Z's compact design makes it the perfect detector for all types of applications—residential and commercial, large and small.

360˚ CEILING MOUNT
PASSIVE INFRARED DETECTOR

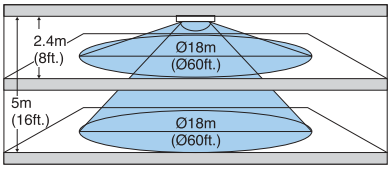
SX-360Z



[illegible]

■ [illegible]
Provides highly dense coverage with as many as 276 detection zones, eliminating dead spots over its broad 18m(60ft.) diameter detection area.

■ [illegible]
The pattern angle can be variably adjusted. The special lens can be adjusted up and down by rotating the housing cover of the "Zoom" mechanism. The angle adjustment can provide a 360˚ 18m(60ft.) diameter detection area at any ceiling height up to 5m(16ft.) with high detection performance.



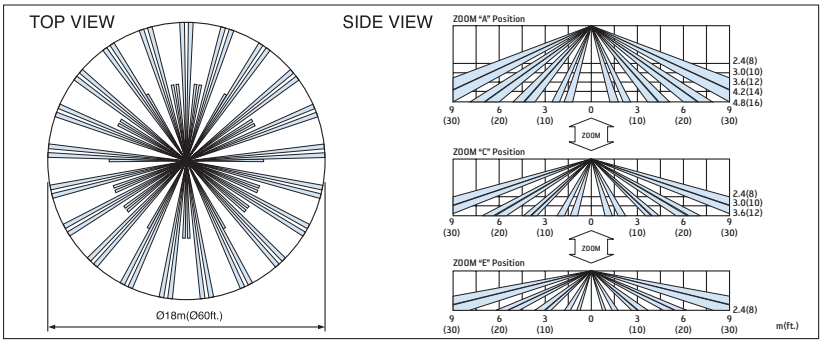
■ [illegible]
Creates zones with high vertical density for maximum detection sensitivity.

■ [illegible]
- RFI Protection
  No alarm against field strength levels exceeding 30v/m for the range of 100MHz. to 1.2GHz.
- Temperature Protection
  No alarm in high, low and changing temperatures from -20˚ to +50˚C(-4˚ to+122˚F)
- Noise Reduction Circuit
- Selectable Pulse Count: 1,2,4.
- Selectable Sensitivity: High, Medium,Low.

■ [illegible]
- LED On/Off Switch.
- Warm-up Indicator

■ [illegible]
- SX-360Z: Standard•3X-360ZS: Form C Relay
- SX-360ZV: initial Alarm Memory and Patented Double Conductive Shielding of Pyro Element.

[illegible]



[illegible]

Model	SX-360Z
Detection method	Passive Infrared
Coverage	ø18m (ø60ft.), 360˚ZOOM
Detection zones	276 zones
Mounting	Ceiling Height:2.4~5m (8~16ft.)
Sensitivity	1.6˚C (3˚F)at 0.6m/sec. (2ft./sec.)
Detectable Speed	0.3~1.8m/sec. (1~6ft./sec.)
LED indicator	LED blinks during warm-up period
	Alam condition
Alarm period	2.0±0.5sec.
Alarm output	N.C. 28VDC 0.2A max.
Tamper switch	N.C., Opens when cover removed.
Pulse count	2.0±5sec. 1,2 or 4
Warm-up period	Approx. 20sec. (LED blinks)
Power input	6~18VDC
Current draw	13mA/(normal), 18mA/(max.)
Weight	224g (7.90oz.)
Operating Temperature	-20˚C~+50˚C (-4˚F~+122˚F)
Environment humidity	95% max.
RF interference	No Alam 30 V/m

S Version (Form C)	
Model	SX-360ZS
Alarm output	Form C 28VDC 0.2A max.
Current draw	30mA/(normal), 35mA/(max.)
Weight	225g (7.94oz.)

V Version (Alam memory)		
Model	SX-360ZV	SX-360ZV(P)
Alarm memory	Armed:0~1V DC	Armed:+5~-20V DC
Initial alam memory	Max. 40 detectors	
Current draw	13mA/(normal), 25mA/(max.)	
Weight	227g (8.00oz.)	
RF interference	No Alam 30 V/m	

UL LISTED : SX-360Z

*Specifications and design are subject to change without prior notice.

NOTE: This unit is designed to detect an intruder and activate an alarm control panel. Being only a part of a complete system, we cannot assume responsibility for theft or damages, should it occur.

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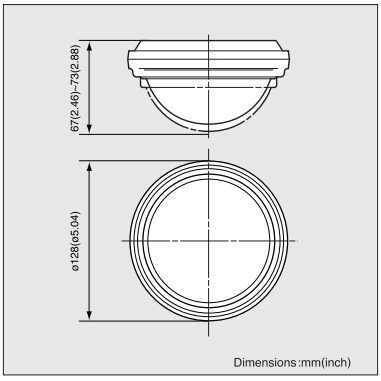

OPTEX

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TEL +81(0)77 579 8670 FAX +81(0)77 579 8190 http://www.optex.co.jp/e

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MET-44 WG OVERHEAD DOOR CONTACTS

****MET-46 WG-WP18 (Water Resistant - SPDT)**

4.22"L×1.73"W×.47"H Surface Mount Armored Commercial Type

Contact Size: 4.22"L×1.73"W×.47"H
(107.2mm×44mm×12mm)
Standard Magnet Size: 4.13"L×2.42"W×1.5"H
(105mm×61.7mm×38mm)
Standard Gap: 2"(50mm)
Colors: Aluminum Case
18"(458mm) Armored Leads
36"(915mm) Armored Leads Available

Specifications

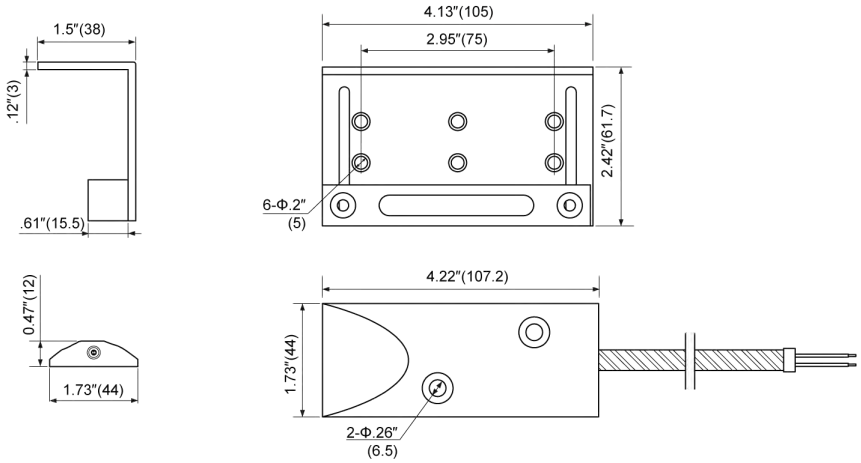
	Part Number	Gap Inch(mm)	Loop Open/Closed	Reed Form	Max. Contact Rating (W)	Max. Initial Contact Resistance (mΩ)	Max. Switching Voltage (V)	Max. Switching Current (A)
	MET-44 WG	2"(50)	CLOSED	Normally Open	10	100	AC110/DC100	0.5
	MET-45 WG	1.93"(49)	OPEN	Normally Closed	3	100	AC30/DC30	0.2
	MET-46 WG	1.93"(49)	SPDT	SPDT	3	100	AC30/DC30	0.2
**	**MET-46 WG -WP18**	1.93"(49)	SPDT	SPDT	3	100	AC30/DC30	0.2

OPERATING TEMPERATURE:-40°C to +60°C

Outline Dimensions

Unit: inch(mm)

MET-44 WG/MET-45 WG



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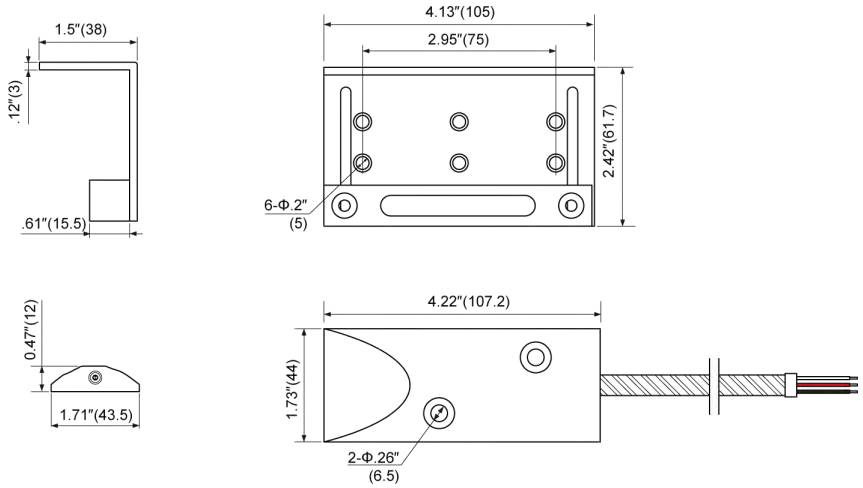
MET-44 WG OVERHEAD DOOR CONTACTS

Outline Dimensions

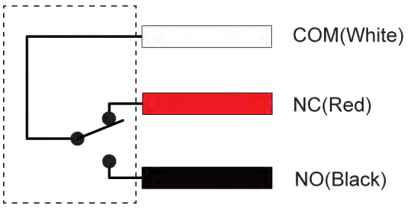
Unit: inch(mm)

MET-46 WG

MET-46WG-WP18



MET-46 WG & MET-46WG-WP18 Wiring Diagram



SD-70

RECESSED CONTACTS

.75"(19.05mm) Steel Door Recessed Type

Contact Size: .75"×.84"(19.05mm×21.3mm)

Standard Magnet Size: .75"×.84"(19.05mm×21.3mm)

Standard Gap: 1.1"(28mm)

Colors: White, Brown

12"(305mm) 22 AWG Leads Standard

Longer leads available.

Specifications

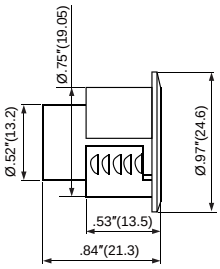
Part Number	Gap Inch(mm)	Loop Open/Closed	Reed Form	Max. Contact Rating (W)	Max. Initial Contact Resistance (mΩ)	Max. Switching Voltage (V)	Max. Switching Current (A)
SD-70	1.1"(28)	CLOSED	Normally Open	10	100	AC110/DC100	0.5
SD-71B	1.1"(28)	OPEN	Normally Closed	3	100	AC30/DC30	0.2
SD-70 WG	1.26"(32)	CLOSED	Normally Open	10	100	AC110/DC100	0.5
SD-72C	1.1"(28)	SPDT	SPDT	3	100	AC30/DC30	0.2
SD-74C	.75"(19)	DPDT	DPDT	3	100	AC30/DC30	0.2

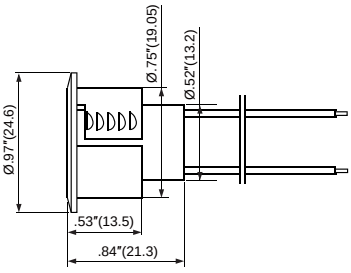
OPERATING TEMPERATURE:-40°C to +60°C

Outline Dimensions

Unit: inch(mm)

SD-70/SD-71B





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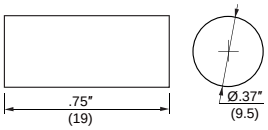
SD-70 RECESSED CONTACTS

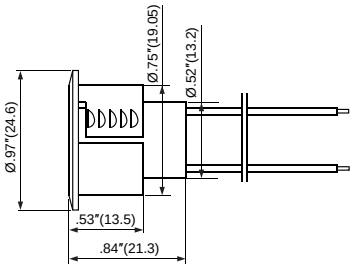
Outline Dimensions

Unit: inch(mm)

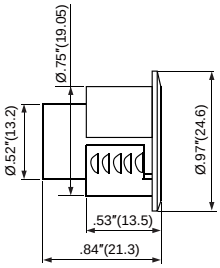
SD-70 WG

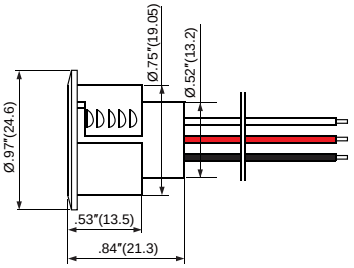
Bare Rare Earth
(BT 3/8"×3/4")



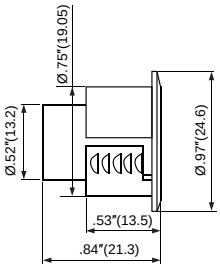


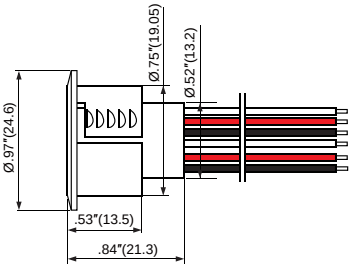
SD-72C





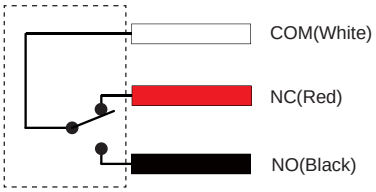
SD-74C



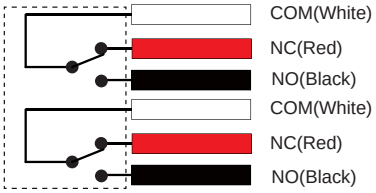


Wiring Diagram

SD-72C



SD-74C



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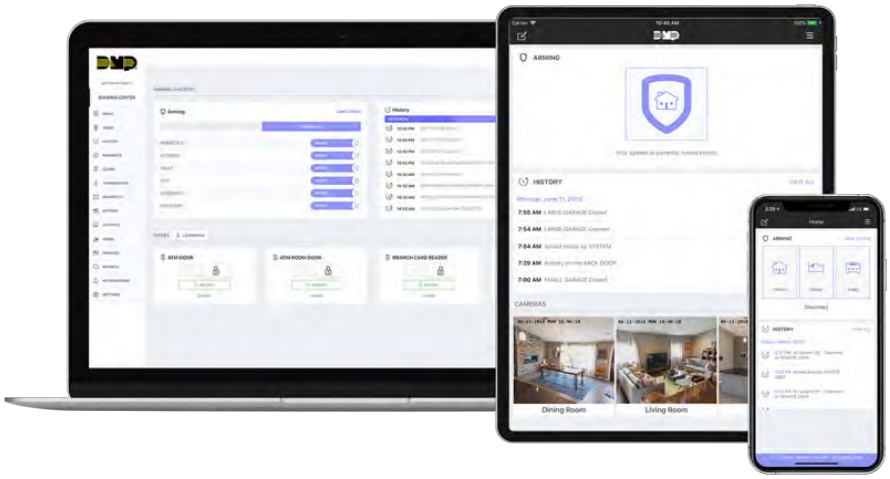
Virtual Keypad™



- Cloud-based access control integrated with any DMP intrusion systems or XI Series™ and fully featured video
- Remotely manage the security system on a tablet, computer or smartphone (iOS or Android)
- Customizable with your company logo, contact information and social media links

FEATURES

- Manage multiple systems from a single login
- Arm/disarm and check system status
- Selectively arm/disarm areas
- Lock/unlock one or multiple doors and check door status
- Lockdown Public Doors
- Alarm notifications, system event history
- View and record video
- Full home or business automation with Custom Actions
- Z-Wave support to control lights, locks and thermostats, Favorites, Actions and Rooms
- Manage system schedules, users and profiles
- Manage credentials and user codes
- Invalid code reporting with EasyEnroll™ lets you add a user from any card read
- Full reporting capability, including access granted and denied messages
- Custom and pre-defined event reporting

CUSTOMER REFERRALS
Your company logo is just one reminder of the valuable service you provide your customers. In addition, Virtual Keypad's Refer a Friend tab gives them an easy way to tell their friends and families about your exceptional products and services.

ELEGANT USER INTERFACE
Virtual Keypad™ provides users with a well organized and easy-to-use interface. Controls are logically arranged with all functions just a click away.

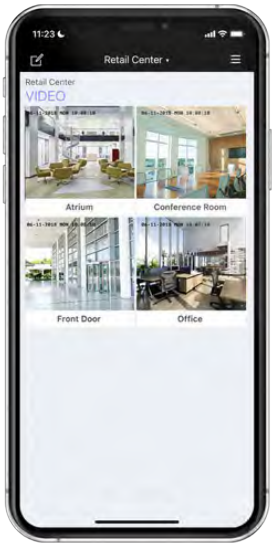
SIMPLE USER OPERATION
Virtual Keypad allows users to easily manage their cellular-, network- or Wi-Fi-connected DMP security systems from anywhere they have cell or Wi-Fi service. Users can remotely manage one or multiple systems' arming functions, access control doors and every other feature they would normally use their keypad to control — all from one website or app.

TWO-FACTOR AUTHENTICATION
To ensure the individuals trying to log in is who they say they are, users can be required to enter the security code they receive via text or email in order to successfully log in.

VIRTUAL KEYPAD ADMIN
For customers with multiple facilities, Virtual Keypad streamlines their ability to manage all their systems, even among different panel types. After logging in, users can select from the drop-down list of available systems. Whether they have two, 20 or even thousands of panels, can be configured in the same time it takes to update just one.

ENHANCED SECURITY
Your customers get the distinct advantage of a system that's not vulnerable to signals improperly relayed or intermediate communication links failing. Alarm messages are not sent through Virtual Keypad, nor are there intermediary servers or network operation centers. All alarm messages are transmitted directly from the panel to the monitoring center receiver, making signal transmission more secure, faster and more reliable.

RED ALARM STATUS
If an alarm is active, the arming area displays red notifying users the second they open Virtual Keypad.



ENHANCED VIDEO VERIFICATION
In an alarm, Virtual Keypad opens directly from the Alarm Push Notification into the live video camera views, allowing users to quickly make an assessment and respond to the question "Is This A False Alarm?" displayed within that screen.

Up to 16 cameras (interior and exterior, wired and wireless) can be viewed. Users can selectively monitor or view all of their cameras and record video — even email clips — all from one platform.

Cameras can be set to automatically record any time motion is detected. Users can also choose "Record Only When Armed" or "Record Always" as well as view live video.

EVENT NOTIFICATIONS
Enabling Notifications can be customized for Alarms, Troubles and Arming/Disarming, as well as Sensor Activity. In a restricted area such as a server room, notifications can be sent any time a zone is tripped.

VIDEO DOORBELL
When motion is detected or the doorbell is pressed, notifications allow users to open directly to the Video Doorbell. With Pinch-to-Zoom technology, 1080P precise clarity and 180-degree field of view, it's easy to take a closer look.

(For additional video capabilities, please see Page 4.)

AREA ARMING/DISARMING
For systems that include areas, users can selectively arm, disarm or check the status of any area from Virtual Keypad. This enables them to protect certain areas while allowing access only to selected areas.

ZONE STATUS
Users can easily check one screen for the current status of all zones on a system. A yellow triangle indicates faulted zones. If there's a faulted zone when arming the system, users are prompted to select:

- Okay to force arm all faulted zones. Zones that are force armed are restored into the system if they later return to normal.
- Bypass will bypass all faulted zones. A zone that is bypassed remains bypassed until the system is disarmed.
- Stop will stop the system from arming.

LOCKDOWN
XR Series™ panels and X1 Series controllers give users the ability to lock all Public Doors and Z-Wave® Locks on the system with a single click.

SCHEDULES
Users can add, edit or delete schedules. Schedules affect arming and area arming, user access as well as outputs, doors and Favorites. When the tab is selected, all the schedules assigned to the current system are listed. Any updates at a keypad will be synced automatically.

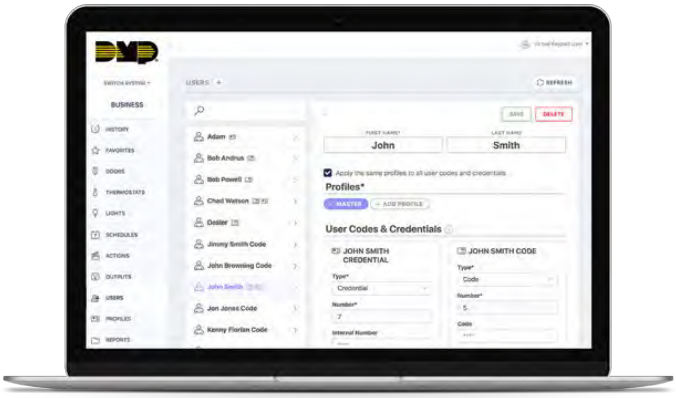
MANAGE USER CODES AND CREDENTIALS
You can configure accounts to include User Codes Management. This allows the system manager/owner to add, delete and modify users and edit their codes.

For XT Series™ and XTL Series™ systems, the system manager can assign authority levels to each user (Master: Full authority or Arm Only authority). They can also assign users as Temporary, which are automatically deleted in seven days.

For XR Series control panels, the system manager can create up to 99 profiles, each with defined capabilities. Users are then assigned up to four of these profiles. For Temporary users, the system manager can specify the date and time when the rights will expire.

Virtual Keypad also makes managing credentials easy with the ability to choose either User Code or Access Card

VIRTUAL KEYPAD



all in one record. For example, John Smith may have multiple credentials

(a card, user code, fob and ProxPatch™) all managed under his authority or profile. This credentialing hierarchy makes data entry faster and easier to manage.

MULTI-SITE USER MANAGEMENT

Users across multiple systems can be added, edited or deleted rather than having to go into each panel individually. Systems can be grouped together, such as regional facilities, so it's easier to update users' profiles across multiple systems or manage schedules the facilities share in common.

ADMIN PROFILES

Admin Profiles are created with specific permissions and XR Series systems are associated with that profile. When users are given that Admin Profile, their codes/credentials are automatically added to each of the associated systems and applied the necessary permission levels. A customer's janitorial staff, for instance, that shares the same work hours and permissions can consist of hundreds of employees across multiple facilities. But any adjustment made is automatically applied to all individuals with that profile.

EASY CREDENTIAL ENROLLMENT

With DMP's exclusive EasyEnroll, any reader can be an admin reader. When a credential is presented at a reader and the code is not recognized by the system, administrators can easily add new users to the system. Likewise, the 1301N USB Computer Proximity Reader allows you to read the credential code and insert it into Virtual Keypad or any software program.

HISTORY

Users can review system activity from the History tab. Alarm notifications include:

- Alarm Events
- Arm/Disarm or Open/Close Events
- Troubles
- Sensor Activity
- Custom Action Notifications
- Access Events

Quick Search saves time when looking for a specific event. Enter a phrase, and it narrows the system activity.

REPORTS

The Reports tab gives users the option to:

- Run reports
- Search results
- View scheduled and saved reports
- Automatically email reports on a schedule

SYSTEM TEST AND EMERGENCY CONTACT MANAGEMENT

Users can manage their own routine system tests whenever they need to. Virtual Keypad also gives them the freedom to change their emergency contact lists and verbal passcodes at any time. Any changes customers make are automatically updated in the monitoring center's automation software.

CONTROL OUTPUTS

Users are increasingly integrating their control panels with other technology and systems via outputs — each one programmed as a button in Virtual Keypad. Users can control outputs such as watering systems, garage or overhead doors and lighting.

MANAGE HOLIDAY DATES

Setting Holiday Dates provides the system with dates when the normal opening and closing schedules are not used. Virtual Keypad makes it easy to remotely manage holiday schedules.

COMMERCIAL AND RESIDENTIAL APPLICATIONS

Business owners appreciate the flexability to manage those systems from their laptops at the office and from the app at home or on the road. For customers with multiple locations, the dropdown list makes it easy to switch from one system to another without needing to log out and log back in.

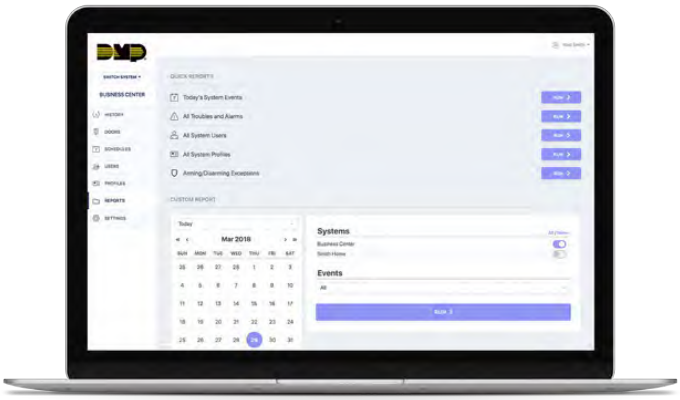
Residential users also appreciate the ability to control their systems from a laptop, tablet or app anywhere in their homes or while they are away from home.

AUTOMATION FEATURES

For commercial and residential users, adding Z-Wave to the system gives the convenience to control connected lights, thermostats, exterior door locks and other Z-Wave enabled devices.

The automation capabilities include grouping Z-Wave devices together creating Favorites. Users can define a set of parameters for their security systems and multiple Z-Wave modules, then give that set an easily remembered name for one-click control. For instance, they could create the "Good Night" Favorite that would turn out or dim connected lights, lock doors, adjust the thermostat, all with one click.

VIRTUAL KEYPAD



Favorites can also be set to activate along with specific system events. Additionally, Custom Actions gives users more options for creating actions, such as a Favorite that activates or deactivates Z-Wave devices within a specific time frame.

This integrates with popular home devices like Apple TV, Amazon Alexa and Google Home.

GEOFENCES

Geofencing uses the mobile device's location services to automatically activate favorites on the system. Favorites are activated when you enter or leave the boundary of your geofence area.

Geofencing allows users to integrate Z-Wave® automation based on location services (GPS) on their cell phones. When the alarm system recognizes a fence has been exited or entered, it triggers Favorites to activate lights, locks, thermostats or garage doors.

ADVANCED REPORTING

Virtual Keypad's advanced reporting provides real-time status of all access control doors on a system. For companies with multiple access control doors across a large campus, this makes it easy to monitor plus lock or unlock doors with a single tap.

In addition to door status, customers also get 365 days of Access Granted and Access Denied reporting. This is a powerful tool to safeguard restricted areas such as IT rooms, bank vaults and other restricted areas.

EXPANDED VIDEO FEATURES

The DMP V-4408D network video recorder (NVR) works hand-in-hand with Virtual Keypad to expand storage and manipulate multiple cameras. Up to eight terabytes of footage from up to eight networked cameras can all be viewed from a single NVR or directly from Virtual Keypad.

Supporting ONVIF-compliant video cameras, our PoE NVR can be installed virtually anywhere as long as it's on the same LAN network as the IP cameras.

NVR INTEGRATION

Large commercial customers have the ability to add dozens of NVRs into their systems and access them all through Virtual Keypad. To provide more video options with any DMP system, DMP also has NVR integrations with OpenEye, Hikvision, Eagle Eye and Digital Watchdog.

VIRTUAL KEYPAD ACCESS

Virtual Keypad Access delivers a feature-rich customizable package that is easily configured with one selection in Dealer Admin™. From managing access to preventing unauthorized intrusions and preserving video evidence, Virtual Keypad Access allows you to offer your customers the perfect balance of power, convenience and affordability all in a single, easy-to-configure solution.

- Multi-system Management
- 365 days of access records
- Customizable reporting
- Admin Profiles

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2500 N. Partnership Blvd, Springfield, MO 65803
Designed, engineered and manufactured in Springfield, MO using U.S. and global components

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LIMITED WARRANTY: DMP warrants that the products manufactured by DMP shall be free from defects of manufacture, labeling, and packaging for a period of three (3) years from the invoice date to the original Buyer, provided that representative samples of the defective products are returned to DMP for inspection. To read the full DMP Limited Warranty, go to DMP.com/Warranty or check the DMP Price List or Catalog.

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Datasheet

AXIS P3267-LV Dome Camera

Indoor 5 MP dome with IR and deep learning

Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3267-LV delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles—all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, outdoor-ready camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

- > Excellent image quality in 5 MP
- > Lightfinder 2.0, Forensic WDR, and OptimizedIR
- > Analytics with deep learning
- > Audio and I/O connectivity
- > Built-in cybersecurity features

AXIS P3267-LV Dome Camera

Camera	
Image sensor	1/2.7" progressive scan RGB CMOS
Lens	Varifocal, 3–8 mm, F1.3 Horizontal field of view: 104°–40° Vertical field of view: 74°–29° Minimum focus distance: 1 m (3.28 ft) IR corrected, remote zoom and focus, P-Iris control
Day and night	Automatically removable infrared-cut filter
Minimum illumination	**With Forensic WDR and Lightfinder 2.0:** **Color:** 0.13 lux at 50 IRE, F1.3 **B/W:** 0 lux at 50 IRE, F1.3
Shutter speed	1/33500 s to 1/5 s
Camera angle adjustment	Pan ±190°, tilt -10 to +80°, rotation ±190°
System on chip (SoC)	
Model	ARTPEC-8
Memory	2048 MB RAM, 8192 MB Flash
Compute capabilities	Deep learning processing unit (DLPU)
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main, and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG
Resolution	2592x1944 to 160x90
Frame rate	25/30 fps with power line frequency 50/60 Hz
Video streaming	Multiple, individually configurable streams in H.264, H.265, and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Video streaming indicator
Multi-view streaming	Up to 2 individually cropped out view areas in full frame rate
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR: up to 120 dB depending on scene, white balance, day/night threshold, local contrast, tone mapping, exposure mode, exposure zones, defogging, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including Corridor Format, mirroring, dynamic text and image overlay, privacy masks, polygon privacy mask
Pan/Tilt/Zoom	Digital PTZ, preset positions
Audio	
Audio streaming	Audio in, simplex, two-way audio via edge-to-edge technology
Audio encoding	24bit LPCM, AAC-LC 8/16/32/44.1/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz Configurable bit rate
Audio input/output	External microphone input, line input, digital input with ring power, automatic gain control, network speaker pairing
Network	
Security	Password protection, IP address filtering, HTTPS[a] encryption, IEEE 802.1x (EAP-TLS)[a] network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware, secure boot signed video, Axis Edge Vault, Axis device ID, secure keystore (CC EAL4 certified)
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS[a], HTTP/2, TLS[a], QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP®, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTCP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, DHCPv4/v6, ARP, SSH, SIP, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf)
System integration	
Application Programming Interface	Open API for software integration, including VAPIX® and AXIS Camera Application Platform; specifications at *axis.com* One-click cloud connection ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S, and ONVIF® Profile T, specification at *onvif.org* Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX.
Onscreen controls	Day/night shift Defogging Wide dynamic range Video streaming indicator IR illumination
Event conditions	Analytics, external input, supervised external input, virtual inputs through API Call: state, state change Device status: above operating temperature, above or below operating temperature, below operating temperature, within operating temperature, IP address removed, new IP address, network lost, system ready, ring power overcurrent protection, live stream active, casing open Digital audio: digital signal contains Axis metadata, digital signal has invalid sample rate, digital signal missing, digital signal okay Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: digital input, manual trigger, virtual input MQTT: subcribe Scheduled and recurring: schedule Video: average bitrate degradation, day-night mode, live stream open, tampering
Event actions	Overlay text, external output activation, zoom preset, day/night mode, flash status LED, use lights, set defog mode, set WDR mode Calls: end SIP call, make SIP call, answer call I/O: toggle I/O once, toggle I/O while the rule is active MQTT: publish Notification: email, HTTP, HTTPS, TCP, and SNMP trap Pre- and post-alarm video or image buffering for recording or upload Record video: SD card and network share Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email
Built-in installation aids	Remote zoom and focus, straighten image, pixel counter, level grid
Analytics	
AXIS Object Analytics	**Object classes**: humans, vehicles (types: cars, buses, trucks, bikes) **Trigger conditions**: line crossing, object in area Up to 10 scenarios Metadata visualized with color-coded bounding boxes Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event
Metadata	**Object data**: Classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Confidence, position **Event data**: Producer reference, scenarios, trigger conditions
Applications	**Included** AXIS Object Analytics AXIS Video Motion Detection, active tampering alarm, audio detection Support for AXIS Camera Application Platform enabling installation of third-party applications, see *axis.com/acap*
General	
Casing	IP52- and IK10-rated Polycarbonate hard coated dome Polycarbonate casing Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to *axis.com/warranty-implication-when-repainting*.
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, and 4" octagon) and for wall or ceiling mount
Sustainability	PVC free, BFR/CFR free 7% bioplastics
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 6.4 W, max 9.0 W
Connectors	RJ45 10BASE-T/100BASE-TX PoE

	I/O: 4-pin 2.5 mm (0.098 in) terminal block for 1 supervised digital input and 1 digital output (12 V DC output, max. load 25 mA) Audio: 3.5 mm mic/line in
IR illumination	OptimizedIR with power-efficient, long-life 850 nm IR LEDs Range of reach 40 m (130 ft) or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see *axis.com*
Operating conditions	0 °C to 50 °C (32 °F to 122 °F) Humidity 10–85% RH (non-condensing)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Approvals	**EMC** EN 50121-4, EN 55032 Class A, EN 55035, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), IEC 62236-4, KC KN32 Class A, KC KN35, RCM AS/NZS CISPR 32 Class A, VCCI Class A **Safety** CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1 ed. 3, IEC/EN 62471, IS 13252 **Environment** IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78 IEC/EN 60529 IP52, IEC/EN 62262 IK10
	Network NIST SP500-267
Dimensions	Height: 107 mm (4.21 in) ø 149 mm (5.87 in)
Weight	800 g (1.8 lb)
Included accessories	Installation guide, Windows® decoder 1-user license, drill template, RESISTORX® T20 screw bit, terminal block connectors, cable gaskets, connector guard
Optional accessories	AXIS TP3201 Recessed Mount, AXIS TP3203 Recessed Mount, AXIS TP3906 Microphone Kit, AXIS T8355 Digital Microphone 3.5 mm, AXIS TP3824-E Dome Clear/Smoked, AXIS TP3821-E Casing Black/White, AXIS Surveillance Cards For more accessories, see *axis.com*
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners available at *axis.com/vms*
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese
Warranty	5-year warranty, see *axis.com/warranty*

a. *This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (eay@cryptsoft.com).*

Environmental responsibility:

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Datasheet

AXIS P3267-LVE Dome Camera

Outdoor 5 MP dome with IR and deep learning

Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3267-LVE delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles—all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, outdoor-ready camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

- > Excellent image quality in 5 MP
- > Lightfinder 2.0, Forensic WDR, and OptimizedIR
- > Analytics with deep learning
- > Audio and I/O connectivity
- > Built-in cybersecurity features

AXIS P3267-LVE Dome Camera

Camera	
Image sensor	1/2.7" progressive scan RGB CMOS
Lens	Varifocal, 3–8 mm, F1.3 Horizontal field of view: 104°–40° Vertical field of view: 74°–29° Minimum focus distance: 1 m (3.28 ft) IR corrected, remote zoom and focus, P-Iris control
Day and night	Automatically removable infrared-cut filter
Minimum illumination	**With Forensic WDR and Lightfinder 2.0:** **Color:** 0.13 lux at 50 IRE, F1.3 **B/W:** 0 lux at 50 IRE, F1.3
Shutter speed	1/33500 s to 1/5 s
Camera angle adjustment	Pan ±190°, tilt -10 to +80°, rotation ±190°
System on chip (SoC)	
Model	ARTPEC-8
Memory	2048 MB RAM, 8192 MB Flash
Compute capabilities	Deep learning processing unit (DLPU)
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main, and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG
Resolution	2592x1944 to 160x90
Frame rate	25/30 fps with power line frequency 50/60 Hz
Video streaming	Multiple, individually configurable streams in H.264, H.265, and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Video streaming indicator
Multi-view streaming	Up to 2 individually cropped out view areas in full frame rate
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR: up to 120 dB depending on scene, white balance, day/night threshold, local contrast, tone mapping, exposure mode, exposure zones, defogging, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including Corridor Format, mirroring, dynamic text and image overlay, privacy masks, polygon privacy mask
Pan/Tilt/Zoom	Digital PTZ, preset positions
Audio	
Audio streaming	Audio in, simplex, two-way audio via edge-to-edge technology
Audio encoding	24bit LPCM, AAC-LC 8/16/32/44.1/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz Configurable bit rate
Audio input/output	External microphone input, line input, digital input with ring power, automatic gain control, network speaker pairing
Network	
Security	Password protection, IP address filtering, HTTPS[a] encryption, IEEE 802.1x (EAP-TLS)[a] network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware, secure boot signed video, Axis Edge Vault, Axis device ID, secure keystore (CC EAL4 certified)
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS[a], HTTP/2, TLS[a], QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP®, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTCP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, DHCPv4/v6, ARP, SSH, SIP, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf)
System integration	
Application Programming Interface	Open API for software integration, including VAPIX® and AXIS Camera Application Platform; specifications at *axis.com* One-click cloud connection ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S, and ONVIF® Profile T, specification at *onvif.org* Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX.
Onscreen controls	Day/night shift Defogging Wide dynamic range Video streaming indicator IR illumination
Event conditions	Analytics, external input, supervised external input, virtual inputs through API Call: state, state change Device status: above operating temperature, above or below operating temperature, below operating temperature, within operating temperature, IP address removed, new IP address, network lost, system ready, ring power overcurrent protection, live stream active, casing open Digital audio: digital signal contains Axis metadata, digital signal has invalid sample rate, digital signal missing, digital signal okay Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: digital input, manual trigger, virtual input MQTT: subcribe Scheduled and recurring: schedule Video: average bitrate degradation, day-night mode, live stream open, tampering
Event actions	Overlay text, external output activation, zoom preset, day/night mode, flash status LED, use lights, set defog mode, set WDR mode Calls: end SIP call, make SIP call, answer call I/O: toggle I/O once, toggle I/O while the rule is active MQTT: publish Notification: email, HTTP, HTTPS, TCP, and SNMP trap Pre- and post-alarm video or image buffering for recording or upload Record video: SD card and network share Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email
Built-in installation aids	Remote zoom and focus, straighten image, pixel counter, level grid
Analytics	
AXIS Object Analytics	**Object classes**: humans, vehicles (types: cars, buses, trucks, bikes) **Trigger conditions**: line crossing, object in area Up to 10 scenarios Metadata visualized with color-coded bounding boxes Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event
Metadata	**Object data**: Classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Confidence, position **Event data**: Producer reference, scenarios, trigger conditions
Applications	**Included** AXIS Object Analytics AXIS Video Motion Detection, active tampering alarm, audio detection Support for AXIS Camera Application Platform enabling installation of third-party applications, see *axis.com/acap*
General	
Casing	IP66-, NEMA 4X- and IK10-rated Polycarbonate hard coated dome Polycarbonate casing and weathershield Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to *axis.com/warranty-implication-when-repainting*.
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, and 4" octagon) and for wall or ceiling mount
Sustainability	PVC free, BFR/CFR free 6.5% bioplastics
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 6.4 W, max 12.1 W
Connectors	RJ45 10BASE-T/100BASE-TX PoE

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T10175422/EN/M8.2/2211

	I/O: 4-pin 2.5 mm (0.098 in) terminal block for 1 supervised digital input and 1 digital output (12 V DC output, max. load 25 mA) Audio: 3.5 mm mic/line in
IR illumination	OptimizedIR with power-efficient, long-life 850 nm IR LEDs Range of reach 40 m (130 ft) or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see *axis.com*
Operating conditions	-40 °C to 50 °C (-40 °F to 122 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Start-up temperature: -30 °C to 50 °C (-22 °F to 122 °F) Humidity 10–100% RH (condensing)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
Approvals	**EMC** EN 50121-4, EN 55032 Class A, EN 55035, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), IEC 62236-4, KC KN32 Class A, KC KN35, RCM AS/NZS CISPR 32 Class A, VCCI Class A **Safety** CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1 ed. 3, IEC/EN 62471, IS 13252 **Environment** IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78 IEC/EN 60529 IP66, IEC/EN 62262 IK10, NEMA 250 Type 4X, NEMA TS2 (2.2.7-2.2.9)
	Network NIST SP500-267
Dimensions	**Without weathershield:** Height: 107 mm (4.21 in) ø 149 mm (5.87 in)
Weight	**With weathershield:** 900 g (2.0 lb)
Included accessories	Installation guide, Windows® decoder 1-user license, drill template, RESISTORX® T20 screw bit, terminal block connectors, cable gaskets, connector guard, weathershield
Optional accessories	AXIS TP3201-E Recessed Mount, AXIS TP3103-E Pendant Kit, AXIS T8355 Digital Microphone 3.5 mm, AXIS TP3824-E Dome Clear/Smoked, AXIS TP3821-E Casing Black/White, AXIS Surveillance Cards For more accessories, see *axis.com*
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners available at *axis.com/vms*
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese
Warranty	5-year warranty, see *axis.com/warranty*

a. *This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (eay@cryptsoft.com).*

Environmental responsibility:

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Datasheet

AXIS P3719-PLE Network Camera

15 MP multidirectional camera with IR for 360° coverage

AXIS P3719-PLE Network Camera is a compact 15-megapixel camera with four varifocal lenses (4 x Quad HD) enabling overview and detailed surveillance. With one IP address and one network cable, the four-cameras-in-one unit provides a flexible, cost-effective solution for multidirectional surveillance. 360° IR illumination and WDR provides excellent video quality in any light conditions. Each camera head can be individually positioned (pan, tilt, roll, and twist) along a circular track. Remote zoom and focus makes it easy to install and the clear cover, with no sharp edges, ensures undistorted views in all directions. The camera has an integrated weathershield.

- > 15 MP, 360° coverage with one IP address
- > 360° IR illumination
- > Compact, flexible and discreet
- > Remote zoom and focus
- > Zipstream

AXIS P3719-PLE Network Camera

Camera	
Image sensor	4 x 1/2.5" progressive scan RGB CMOS
Lens	Varifocal, 3–6 mm, F1.8–2.6 **4 x 1440p capture mode:** Horizontal field of view: 101°–49° Vertical field of view: 54°–29° Diagonal field of view: 116°–58° Motorized focus, motorized zoom
Day and night	Automatically removable infrared-cut filter
Minimum illumination	**Color:** 0.20 lux at 50 IRE F1.8 **B/W:** 0.04 lux at 50 IRE F1.8, 0 lux with IR illumination on
Shutter speed	1/66500 s to 1/5 s with 50/60 Hz
Camera angle adjustment	Pan ±90°, tilt +25 to +95°, rotation –5 to +95°, twist ±20°
System on chip (SoC)	
Model	S5
Memory	2048 MB RAM, 512 MB Flash
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC) Main and High Profiles H.265 (MPEG-H Part 2)
Resolution	4x 2560x1440 (4x Quad HD) to 4x 640x360
Frame rate	Up to 25/30 fps (50/60 Hz)
Video streaming	Multiple, individually configurable streams in H.264 and H.265 Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264
Image settings	Saturation, contrast, brightness, sharpness, WDR, white balance, exposure control, rotation: 0°, 90°, 180°, 270° including Corridor Format, dynamic text and image overlay, polygon privacy mask, compression
Audio	
Audio input/output	Two-way audio connectivity via optional AXIS T61 Audio and I/O Interfaces with portcast technology A 30 W midspan or higher between AXIS T61 Audio and I/O Interfaces and AXIS P3719-PLE is required.
Network	
IP address	One IP address for all channels
Security	Password protection, IP address filtering, HTTPS[a] encryption, IEEE 802.1X (EAP-TLS)[a] network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware
Network protocols	IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTP/2, HTTPS[a], TLS[a], QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP™, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP, SFTP, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf)
System integration	
Application Programming Interface	Open API for software integration, including VAPIX® and AXIS Camera Application Platform; specifications at *axis.com* One-click cloud connection ONVIF® Profile G, ONVIF® Profile M, ONVIF® Profile S and ONVIF® Profile T, specification at *onvif.org*
Event triggers	Detectors, hardware, input signal, storage, system, time, analytics, edge storage events MQTT subscribe
Event actions	Day/night vision mode, overlay text, record video, send images, send notification, send SNMP trap, send video clip, status LED File upload: FTP, HTTP, HTTPS, network share, SFTP and email Notification: email, HTTP, HTTPS, TCP and SNMP trap MQTT publish
Data streaming	Event data
Built-in installation aids	Pixel counter, remote focus, remote zoom
Analytics	
Applications	**Included** AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard AXIS Video Motion Detection, active tampering alarm Support for AXIS Camera Application Platform enabling installation of third-party applications, see *axis.com/acap*
General	
Casing	IP66-, IP67-, NEMA 4X-rated, IK09 impact-resistant, aluminium and plastic casing with polycarbonate hard-coated dome, sunshield (PC/ASA) Color: white NCS S 1002-B For repainting instructions of casing and impact on warranty, contact your Axis partner.
Mounting	Mounting bracket with junction box holes (double gang box, single gang box, 4" octagon junction box and 4" square junction box) ½" (M20) conduit side entry ¾" (M25) conduit adapter included
Sustainability	PVC free
Power	Power over Ethernet (PoE) IEEE 802.3at Type 2 Class 4 IR illumination on: class 4, typical 16.3 W, max 25.5 W IR illumination off: class 3, typical 10.7 W, max 25.5 W
Connectors	Shielded RJ45 10BASE-T/100BASE-TX/1000BASE-T PoE Audio and I/O connectivity via AXIS T61 Audio and I/O Interfaces with portcast technology.
IR illumination	Four individually controllable IR with power-efficient, long-life 850 nm IR LEDs Range of reach 15 m (50 ft) or more depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Dual SD cards Support for SD card encryption (AES-XTS-Plain64 256bit) Support for recording to network-attached storage (NAS) For SD card and NAS recommendations see *axis.com*
Operating conditions	-30 °C to 50°C (-22 °F to 122 °F) Humidity 10–100% RH (condensing) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F)
Approvals	**EMC** EN 55032 Class A, EN 50121-4, IEC 62236-4, EN 61000-3-2, EN 61000-3-3, EN 55024, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-003 Class A, VCCI Class A, RCM AS/NZS CISPR 32 Class A **Safety** IEC/EN/UL 62368-1, IEC/EN/UL 60950-22, IS 13252, IEC 62471 **Environment** IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66/67, IEC/EN 62262 IK09, NEMA 250 Type 4X, NEMA TS 2 (2.2.7-2.2.9) **Network** NIST SP500-267
Dimensions	Height: 91.5 mm (3.6 in) ø 255 mm (10.04 in)
Weight	2.0 kg (4.4 lb)
Included accessories	RJ45 mounting tool, screw bit TR20, Installation guide, Windows® decoder 1-user license
Optional accessories	AXIS T94N01D Pendant Kit AXIS T94N01L Recessed Mount Axis mounts and cabinets For more accessories, see *axis.com*
Video management software	AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available on *axis.com/vms*
Languages	English, Simplified Chinese, Traditional Chinese, French, German, Italian, Japanese, Korean, Polish, Portuguese, Russian, Spanish

T10134016/EN/M26.2/2211

Warranty 5-year warranty, see *axis.com/warranty*

a. *This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (eay@cryptsoft.com).*

Environmental responsibility:

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milestone | Husky IVO

Husky IVO 1000R

Performance and redundancy for extra protection

Throughput
Up to 1080 Mbit/s

Local storage
Up to 128 TB

The Husky IVO 1000 Rack is a powerful 2U rack-mount appliance that brings together performance, redundancy, and time-saving ease-of-use in a single unit with a low total cost of ownership.

Powerful unit, simple setup

With a powerful processor, extensive storage and flexible options for redundancy, the Husky IVO 1000R is a great fit for your critical installation.

- Performant unit with optimized software-hardware interaction
- Full hardware redundancy with dual OS drives, power supplies and RAID
- Easy and seamless setup with Husky Assistant

Equips you for the future

With the Husky IVO 1000R, you don't need to worry about being ready for the future. This unit has the flexibility to add extra components to support analytics or to increase performance and the freedom to scale up your video installation with XProtect® as your VMS.

- Use with any XProtect version to unlock further features of your VMS
- Extended camera compatibility – connect more than 11,000 devices to your XProtect VMS

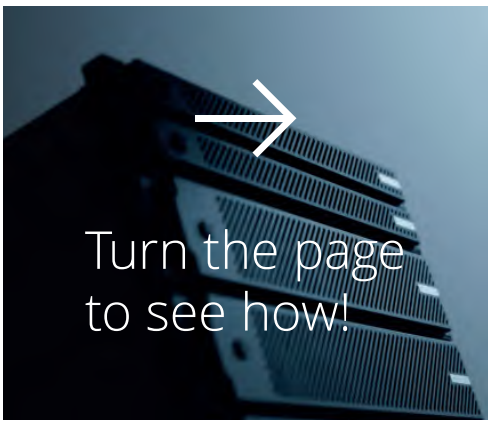
Key features

- Rack-mount unit 2U form factor – fits perfectly with an existing IT infrastructure
- Up to 128TB local storage on 8 bays
- Dual OS drives & power supplies
- Hardware RAID for increased redundancy
- iDRAC9 Enterprise

Recommended usage

- Up to 150 channels (based on the following video stream: 1080p, 30 FPS, 5-8 Mbit/s/ channel, with video motion detection recording)
- XProtect management and recording server – viewing recommended on a separate machine through XProtect Smart Client

Husky IVO 1000R Rev. 2
Document version 3



Hardware information

Form Factor
Rack Mounted 2U

CPU
Intel® Xeon® Silver 4310 2.1 GHz

GPU
No

RAM
16GB DDR4

Operating system (OS)
Windows Server 2019 IoT Essentials (No CAL)

VMS/OS Drive
2 x 240GB (RAID 1), M.2 SSDs

Number of hard-drives
8 x 3.5 (hot-plug)

Raw storage (gross)
16/32/64/96/128 TB
(Dell Enterprise Grade 24/7 Drives)

RAID Support
RAID Controller & Support
PERC H755 with Cache & Battery &
Flash backup
RAID 0,1,5,6,10,50,60
RAID 5,6,10 configurable in Husky Assistant

Display ports
2 x VGA (1 Front & 1 Rear)

Network interface
4 x 1 GbE (RJ45)

Available PCIe slots
1 x PCI Express® x16 Gen 3 slot full height / half length card

Archiving to external NAS
Yes, through LAN port

Credential and Key encription
Trusted Platform Module (TPM) 2.0

Redundant Power Supply
Yes, hot-plug

Remote management
Yes, iDRAC9 Enterprise (license incl.)

General information

Hardware warranty
5 years full system warranty (incl. HDD)
Onsite support next business day[1]

Dimensions
86.8 x 434.0 x 693.81 (mm) (without Bezel)
3.41" x 17.08" x 27.31" (without Bezel)

Weight
29.68 kg
65.43 lbs.

Power input
100~240V, 50/60 Hz

Max. power consumption
750W up to 94% efficient (Platinum)
hot-plug redundant

BTU Rating
1535.1 BTU/hr

Protection
OVP (over voltage), OCP (over current), OTP (over temp), SCP (short circuit)

Environmental

This unit is intended for stationary server room and office use, according to the conditions stated below.

Operating temperature
5º - 40º C / 41º - 104º F

Storage temperature
-40º - 65º C / -40º - 149º F

Humidity
10 – 85% relative humidity (non-condensing)

Regulatory

Safety & emission standards
CE (class A), UKCA, FCC, RCM, UL, Mexico (NOM), VCCI

Trade compliance
NDAA Compliant

Ordering information

HE1000R-16TB	Husky IVO 1000 Rack mount 2U, WS19, 16TB	8 bays x 2TB
HE1000R-32TB	Husky IVO 1000 Rack mount 2U, WS19, 32TB	8 bays x 4TB
HE1000R-64TB	Husky IVO 1000 Rack mount 2U, WS19, 64TB	8 bays x 8TB
HE1000R-96TB	Husky IVO 1000 Rack mount 2U, WS19, 96TB	8 bays x 12TB
HE1000R-128TB	Husky IVO 1000 Rack mount 2U, WS19, 128TB	8 bays x 16TB
HA-RR-540	Slide Rack Rail kit for Husky 1000R	n/a

XProtect VMS software
Milestone Husky appliances are preloaded with Milestone XProtect VMS, which means that they can be used with any XProtect VMS variants. The required VMS licenses are purchased separately. The units can also be used with XProtect Essential+ with up to 8 cameras for free.

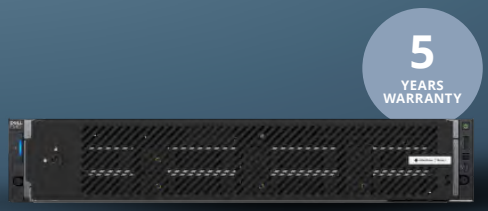
[1] Onsite intervention dispatched following Milestone's support processes – hardware Service Tag information accuracy required. Subject to regional availability, dependent on Dell Technologies support network. Dell Technologies onsite support service will be given on a best effort basis conditioned upon the location of the Husky IVO unit. Onsite support services like NBD or 4HR are being counted from the moment Dell Technologies' troubleshooting is finalized and conditioned upon the hour and the day of the week the troubleshooting finishes.

Milestone reserves the right to correct errors and typos in these data sheets. For the latest version of this document, always check our website

milestone | Husky IVO

Husky IVO 1800R

The right performance for critical video setups



Throughput
Up to 1,800 Mbit/s

Local storage
Up to 384 TB

The Husky IVO 1800 Rack combines performance, extensive storage and reliability with trust and quality, to bring the ideal solution for larger, complex, or critical video installations.

High-performance appliance for XProtect®

A server-grade, 2U rack-mount unit with powerful components and full redundancy, this unit can unlock the full benefits of XProtect® and allow you to get the most value out of your video installation.

- Performant components and optimized software-hardware interaction
- Easy and seamless setup with Husky Assistant
- Extensive storage capacity for your video

Fully-equipped for the future

The Husky 1800R is all about performance and flexibility for the future. With extreme storage capacity and the ability to add extra components to support analytics or to increase performance even further, this unit is sure to support your varying requirements for operating with XProtect.

- Up to 24 bays for local storage
- Flexible storage configurations adapted to your needs and budget
- Extended camera compatibility – connect more than 11,000 devices to your XProtect VMS

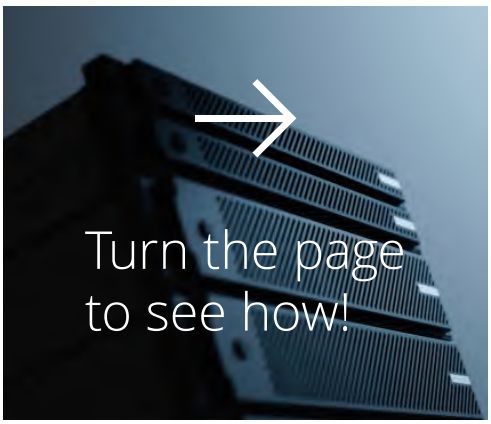
Key features

- Rack-mount unit 2U form factor – fits perfectly with an existing IT infrastructure
- Up to 384TB local storage on 24 bays
- High speed LAN card to enable connections to SAN storage
- Dual OS drives & power supplies
- Hardware RAID for increased redundancy
- Windows Server OS
- iDRAC9 Enterprise

Recommended usage

- Up to 250 channels (based on the following video stream: 1080p, 30 FPS, 5-8 Mbit/s/ channel, with video motion detection recording)
- XProtect management and recording server – viewing recommended on a separate machine through XProtect Smart Client

Document version 2



Hardware information

Form Factor
Rack Mounted 2U

CPU
Intel® Xeon® Silver 4216

GPU
No

RAM
32GB DDR4

Operating system (OS)
Windows Server 2019 IoT Essentials (No CAL)

VMS/OS Storage
2 x 240GB (RAID 1), M.2 SSDs

Number of hard-drives
12 x 3.5 / 24 x 3.5 (hot-plug)

Raw storage (gross)
24/48/96/144/192/288/384 TB
(Dell Enterprise Grade 24/7 Drives)

RAID Support
RAID Controller & Support
PERC H730P[2]
RAID 0,1,5,6,10,50,60
RAID 5,6,10 configurable in Husky Assistant

Display ports
1 x VGA

Network interface
2 x 1 GbE + 2 x 10 GbE (RJ45)

Available PCIe slots
1 x PCI Express® x16 Gen 3 slot full height / half length card

Archiving to external NAS
Yes, through high-speed LAN card

Credential and Key encription
Trusted Platform Module (TPM) 2.0

Redundant Power Supply
Yes, hot-plug

Remote management
Yes, iDRAC9 Enterprise (license incl.)

General information

Hardware warranty
5 years full system warranty (incl. HDD)
Onsite support next business day[1]

Dimensions
86.8 x 448.0 x 810.0 (mm) (without Bezel)
3.4" x 17.6" x 31.9" (without Bezel)

Weight
40.0 kg
88.2 lbs.

Power input
100~240V, 50/60 Hz

Max. power consumption
1,100W up to 94% efficient (Platinum) hot-plug redundant

BTU Rating
1635.4 BTU/hr

Protection
OVP (over voltage), OCP (over current), OTP (over temp), SCP (short circuit)

Environmental

This unit is intended for stationary server room and office use, according to the conditions stated below.

Operating temperature
5º - 40º C / 41º - 104º F

Storage temperature
-40º - 65º C / -40º - 149º F

Humidity
10 – 85% relative humidity (non-condensing)

Regulatory

Safety & emission standards
CE (class A), UKCA, FCC, RCM, UL, Mexico (NOM), VCCI

Trade compliance
NDAA Compliant

Ordering information

HE1800R-24TB	Husky IVO 1800 Rack mount 2U, WS19, 24TB	12 bays x 2TB
HE1800R-48TB	Husky IVO 1800 Rack mount 2U, WS19, 48TB	12 bays x 4TB
HE1800R-96TB	Husky IVO 1800 Rack mount 2U, WS19, 96TB	12 bays x 8TB
HE1800R-144TB	Husky IVO 1800 Rack mount 2U, WS19, 144TB	12 bays x 12TB
HE1800R-192TB	Husky IVO 1800 Rack mount 2U, WS19, 192TB	12 bays x 16TB
HE1800R-288TB	Husky IVO 1800 Rack mount 2U, WS19, 288TB	24 bays x 12TB
HE1800R-384TB	Husky IVO 1800 Rack mount 2U, WS19, 384TB	24 bays x 16TB
HA-RR-740	PEC Static Rack Rail kit for Husky 1800R	n/a

XProtect VMS software
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[2] Performance tested on raid controller H730P, a raid controller H740P may occur on Husky IVO 1800R.

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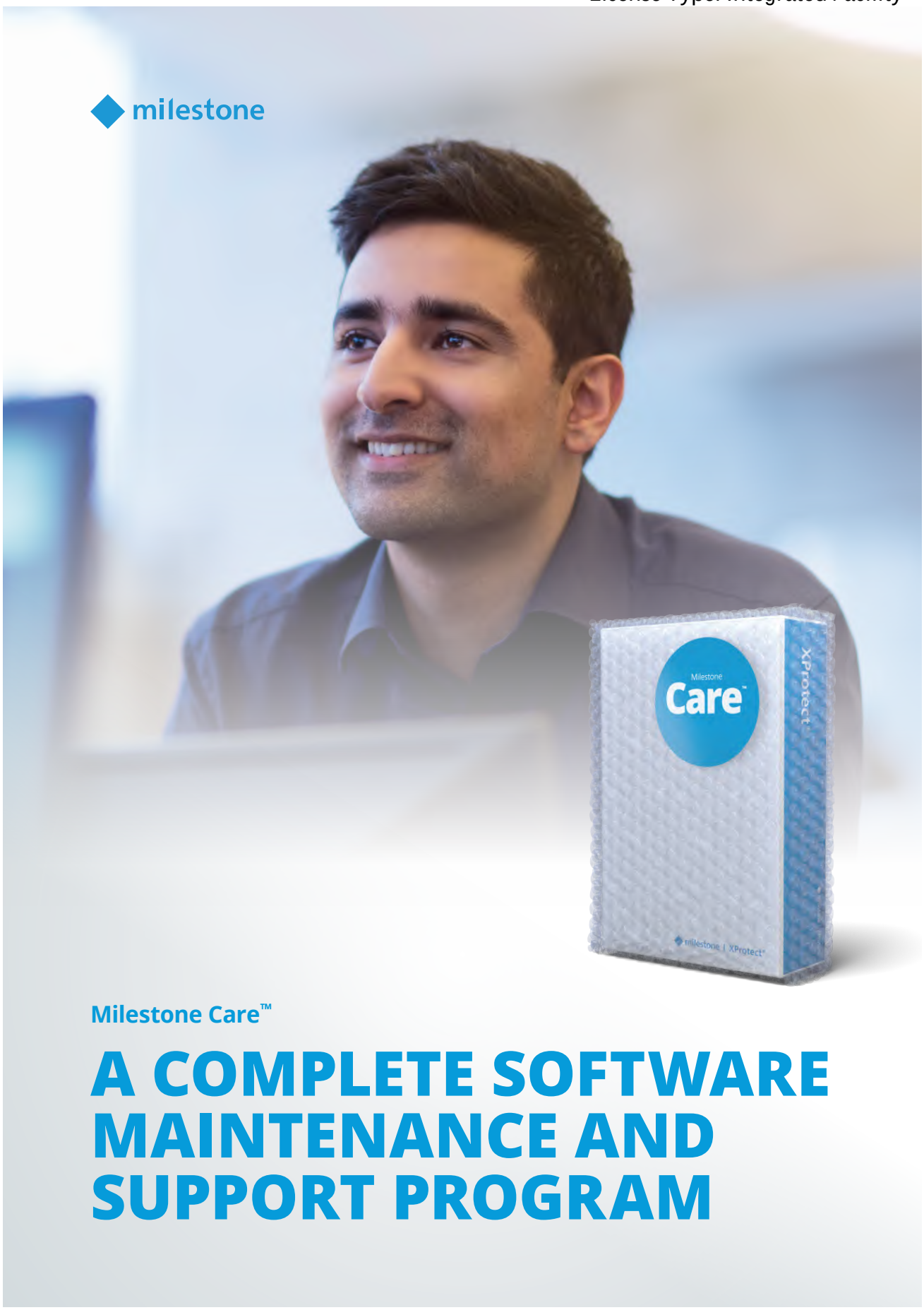


Milestone Care™

A COMPLETE SOFTWARE MAINTENANCE AND SUPPORT PROGRAM

Peace of mind starts here

Milestone Care provides the assurance that your business will meet all changes, challenges and opportunities safely and effectively.

Milestone Care is a complete software maintenance and support program that takes care of your product throughout its lifetime.

It delivers on our commitment to your business that you can take full advantage of your product and get the most out of your investment.

Designed to give you peace of mind, the Care program has two distinct packages. Whether you need recurring software updates or 24/7 access to Milestone Support — or both — there is a package to suit your needs.

Milestone Care™ Plus

When you want to protect your investment.

XProtect® video management software (VMS) products are updated on a recurring basis to become safer and more efficient and powerful. Milestone Care Plus is designed as a software maintenance service. It ensures you have instant access to the product updates. This helps to protect your initial investment and ensure the solidity of your system.

Here is what you get with Care Plus:

- Recurring product updates that make your product safer and more efficient and powerful
- Full return on your initial XProtect investment if upgrading to a more advanced XProtect solution

+ If you need more support coverage, Care Premium expands the benefits of Care Plus

Milestone Care™ Premium

When you need 24/7 direct access to the Milestone Support Team.

When support can't wait until Monday, Milestone Care Premium provides you with direct, personalized and prioritized access to the experts in the global Milestone technical support team round-the-clock.

Here is what you get with Care Premium:

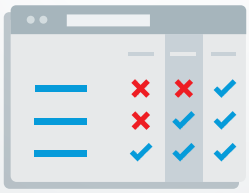
- 24/7 access to the Milestone Support Team
- Prioritized support to ensure critical issues are dealt with quickly
- Support in selected languages based on availability

Optimize total cost of ownership

The more updated your solution, the better its performance. These two tools will ensure that you are always getting the best out of your investment.

Version Comparison Tool

Care Plus gives you instant access to recurring product updates. They make your product safer and more efficient and powerful. Try the Version Comparison Tool to quickly get an overview of what's new compared to an older version.



Product Comparison Tool

Care Plus lets you put the full trade-in price of your current Milestone product towards an upgraded solution. This provides a cost-effective way to adapt your system to changing needs while giving you a full return on investment.
Try the Product Comparison Tool to see if it's time for an upgrade?

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XProtect® Essential+ | XProtect® Express+ | **XProtect® Professional+** | XProtect® Expert | XProtect® Corporate

XProtect® Professional+
Complete Installation Overview for Mid-Sized Organizations

XProtect Professional+ is IP video management software (VMS) designed for mid-sized and multi-site businesses, supporting an unrestricted number of cameras, devices and servers.

Multi-layer maps and full alarm management capabilities provide operators a complete overview of the entire installation, making it ideal for institutions such as schools, retail chains, and production plants.

Reliable
24/7 peace of mind

Designed to give you the most reliable recording engine in the industry while boosting the overall performance of your hardware. Built by video surveillance experts to provide best-in-market performance you can always count on.

Customizable
Our software, your solution

Rather than being restricted to one company's product, the open platform architecture of XProtect Professional+ allows you to take advantage of dozens of verified and integrated solutions, maximizing the value of your surveillance system.

Scalable
Software built for today and tomorrow

With XProtect Professional+ you can scale the system to any size and any location, from small 10-camera systems to systems consisting of hundreds of cameras spread across multiple sites.

User-friendly
Advanced system, simple use

When you need to stay on top of the entire installation, from anywhere at any time so you can respond to incidents quickly, XProtect Professional+ provides it all.

Secure
Security you can count on

When you want to reduce the security risk of your system and protect it against internal and external security threats in the most optimal way, you can rest assured that XProtect Professional+ gives you the protection you need.

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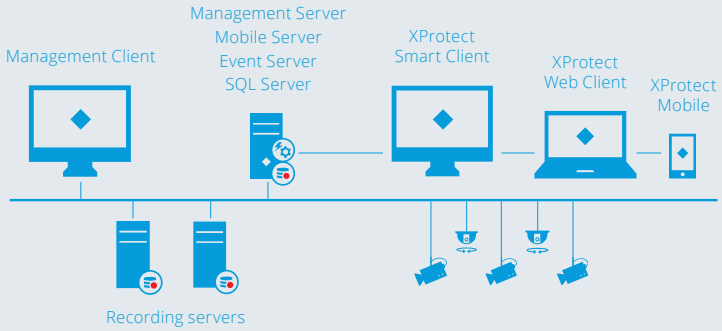
Turn the page to see how!

Centralized Management

Central and single-point administration of all system components and settings.

Recording servers can be installed on an unrestricted number of sites or multiple servers on the same site.

Central access interfaces to live and recorded video from all connected sites.



HIGHLIGHTED FEATURES

Hardware Acceleration
Supporting hardware-accelerated video motion detection gives you the best system performance in the industry while lowering the overall system costs.

Two-Way Audio
Actively monitor entry points and communicate with people at gates with two-way audio support.

Recording rate min. 3.1 Gbit/s
Running on the market's best-performing recording engine, you get a reliable system you can count on.

Push Notifications
Support for push notifications gives you peace of mind, knowing the system will automatically notify you if anything needs your attention.

MIP SDK
XProtect's open platform architecture and Milestone Integration Platform Software Development Kit (MIP SDK) allow for powerful integrations and unlimited functionality.

Metadata
Add additional value by linking video with metadata like GPS coordinates, heat maps, motion data and facial recognition.

Rule Engine
A built-in Rule Engine makes it possible to automate a wide range of security functions, increasing operational efficiency by eliminating the need for manual intervention.

Milestone Marketplace
With Marketplace you get easy access to Milestone-verified applications, hardware, and services proven to be compatible with XProtect.

H.265
Reduce the cost of video storage by using the latest H.265 video compression technology.

Unrestricted
With support for an unrestricted number of users, cameras, and servers, you can spread the installation across multiple servers and sites.

Upgrade
A simple license exchange will upgrade your current system to one of the more advanced XProtect solutions, unlocking more opportunities for you and your business.

Multi-Layer Maps
See the whole picture and immediately take action with multi-layer maps displaying live video feeds and exact camera locations.

Alarm Manager
Work smarter with the built-in Alarm Manager, providing a consolidated overview of security and system alarms for immediate visual verification.

Bookmarks
Bookmark video sequences of special interest while watching live or playback video and make video investigation more efficient.

Centralized Search
Save time and work efficiently with Centralized Search that helps you quickly find what you're looking for in a single place.

Central Management
Scale your system while effectively managing everything from one central location with centralized management.

Edge Storage
With Edge Storage support you can design a flexible and reliable solution optimized for bandwidth availability, while offering recording redundancy during system failures or maintenance downtime.

User Access
If multiple users need to access the system, you can effectively control each user's access permissions on the viewing client level.

Dual Authentication
Offer an additional level of security by granting the user access to the viewing interface only when a second user has confirmed the login with dual authentication.

Encryption
Certificate-based encryption to secure the communication of data (video, audio, metadata) originates in the Recording Server and is retrieved by connected components.

↘

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BUSINESS
ERP
Informational
Deck

canna BUSINESS ERP

Finance & Operations

- Enterprise financials
- Multi-Company Language / Currency / Legislation / Ledger

Governance & Compliance

- Support for:
  - GMP standards
  - Global compliance and scalability

Seed-to-Sale and Traceability

- Plant production, Plant processing
- Traceability
- Real-time access to operational and financial insights
- Production sequencing
- Quality control

Client Management

- Integrated CRM for client management
- B2B & B2C eCommerce integration capabilities

Distribution, Inventory, Product Recall

- Global warehousing & logistics
- Integration to other control systems
- Automated product recall management

canna BUSINESS ERP

Improved UX

- Simplified configuration
- Improved flexibility
- Dedicated workbenches
- Additional automation

Architecture

- Data model
- Improved design

Enhanced Data Visibility

- New reconciliation reports
- Complete cost breakdown
- New cost inquiry reports
- Enhanced tracking of shortages and consumption
- Point in time inquiries

Processor Functionality

- Waste management
- Production sequencing

New Processes

- Harvest
- Fertigation
- Enhanced compliance

Cultivation and Harvest

canna BUSINESS ERP

CannaBusiness ERP for cultivation and extraction offers a flexible, personalized solution to help simplify processes while maximizing yields and profitability.

- Trace from seed or clone through harvest to sale
- Gain control and visibility throughout the cultivation process
- Support compliance and regulation reporting with comprehensive material tracking
- Account for complete costing breakdowns including daily cost allocations, shortages and consumption
- Manage every step of the cultivation process, including cultivation, harvest, waste, fertigation and more

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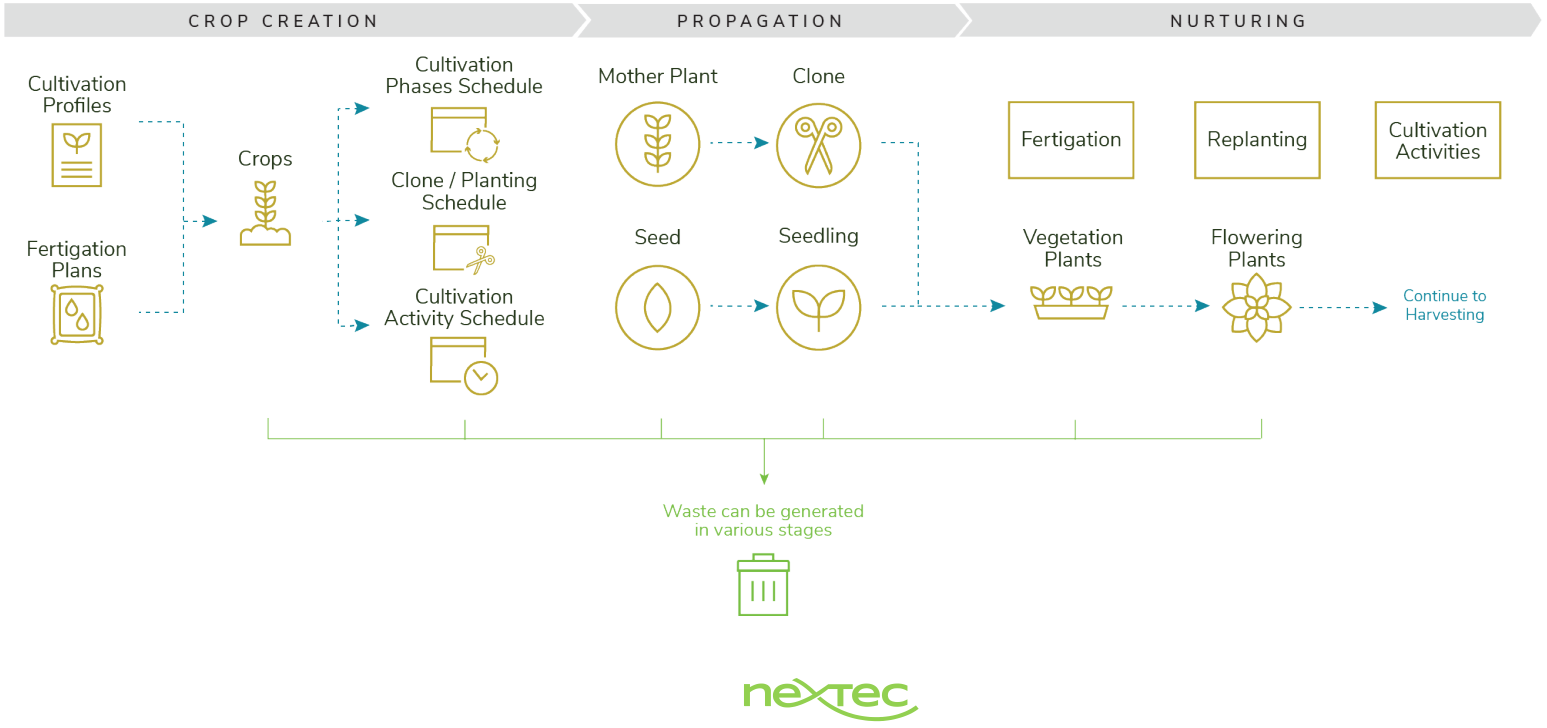
How it works

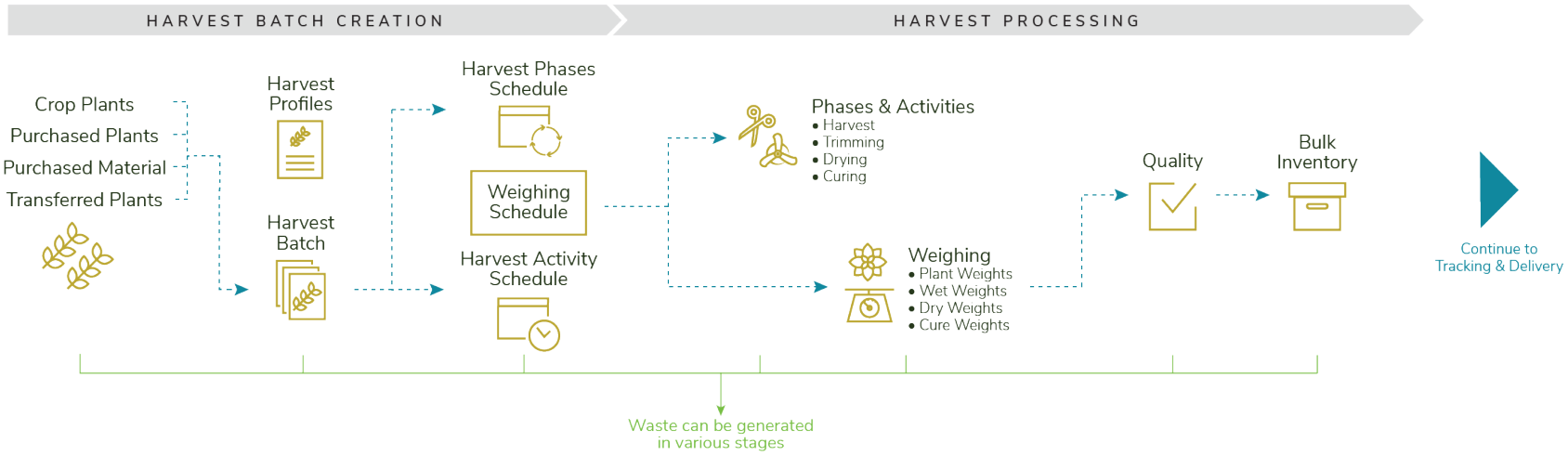
Cultivation



License Type: Integrated Facility

How it works

Harvest



Processing

Packaged Flower, Tinctures, Capsules, Edibles and Infused

canna BUSINESS ERP

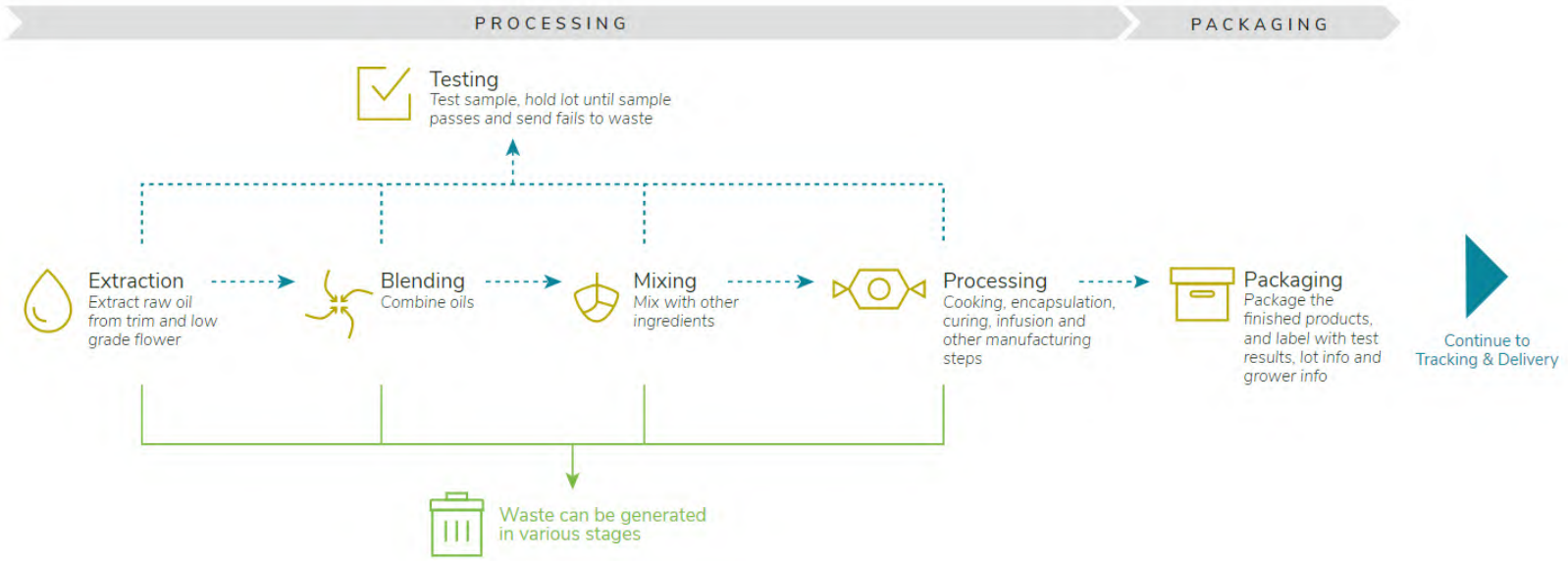
CannaBusiness ERP production planning and execution functionality merges cannabis-specific features with food and beverage-specific ones to help users gain control and visibility throughout the production process and support their compliance efforts.

- Trace from receiving through to delivery
- Gain control and visibility throughout the production process
- Support compliance and regulation reporting with comprehensive quality and recall management
- Manage and analyze production costs
- Analyze critical data using dashboards, KPI and alert reporting

nextec

How it works

Edibles and Infused Product Processing



How it works

Tracking and Delivery

canna BUSINESS ERP

nextec

Support for compliance

- Support for (customers certified for) EU-GMP, EU-GACP, cGMP (North America), SQF, BRCGS, FDA
- Supports CFR 21 Part 11, 110, 111, 112 compliance
- Complete forward and backward lot traceability for each ingredient and end-item.
- Support for segregation of duties and audit trail and archive of historical transactions.
- Native quality module for stock, in process and non-stock auditing, tracking of deviations.
- Configurable stock management rules prevent stock movement based on stock disposition (released, quarantined, rejected)

- Regulatory touchpoints from Propagation through harvest, tracking/recording of inventory, production and fulfillment
- US Regulatory interfaces in:
  - IL (BioTrack), CA, CO, ME, MD, MA, MI, MO, NV, OH, OR
  - NY, NM and others on release roadmap
- Canadian Cannabis Tracking Licensing System interface file/system function
- Generic Cannabis reporting function to support reporting in:
  - Portugal, AZ, Australia
  - WA on release roadmap

CannaBusiness ERP Help Central
Search
Cultivation
Waste
Recall
Production Sequencing
Check these out... Cultivation process flows | Cultivation data models
Process flow

canna BUSINESS ERP

ERP + BI

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BUSINESS
ERP
ORGANIGRAM
LOUDPACK
CannTrust
Schwazze
CANN PRISMA
CANN GROUP LIMITED
SUNENS
weedmd
pharm
NATURE'S MEDICINE
iAnthus
CANOPY GROWTH
Auxly
AURORA
emerald
CANNACRAFT
ATLAS GROWERS
Embark
nextec
REDECAN
GroVida
PURE GREENS
CENTRAL COAST AGRICULTURE LLC

canna BUSINESS ERP

Customers who trust us to build food better

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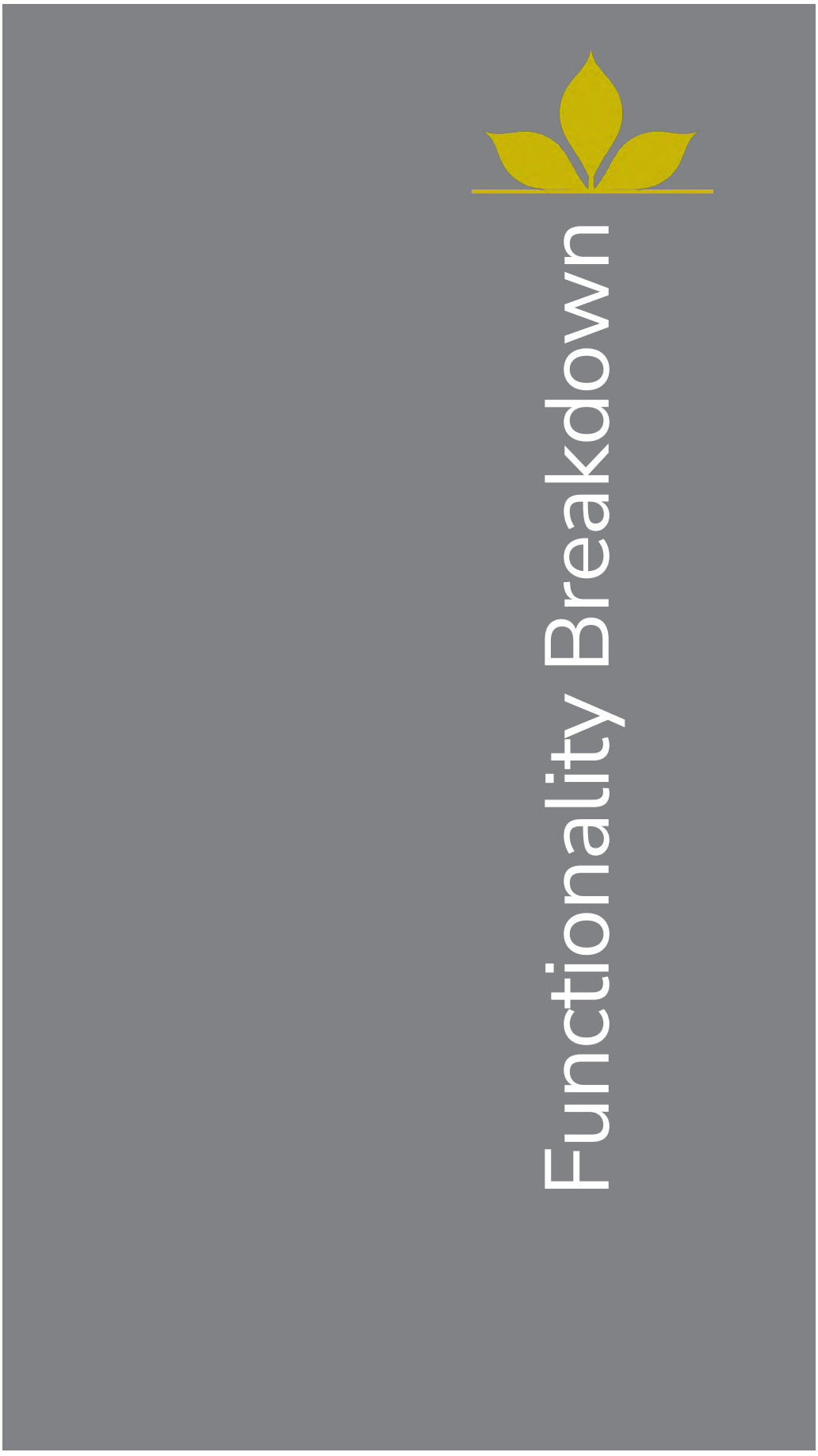
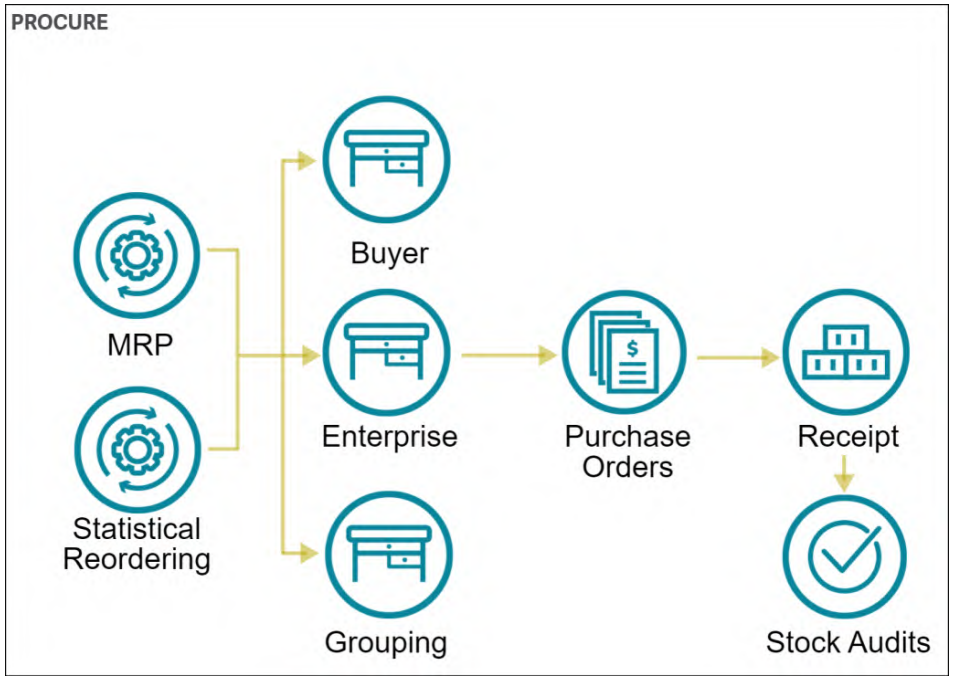

Functionality Breakdown

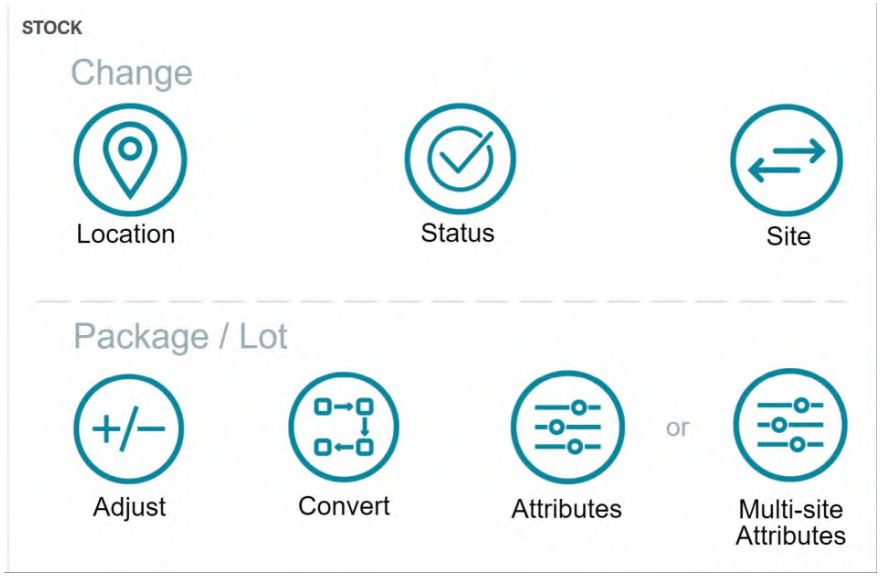
Order to Receipt/Inspection/Release

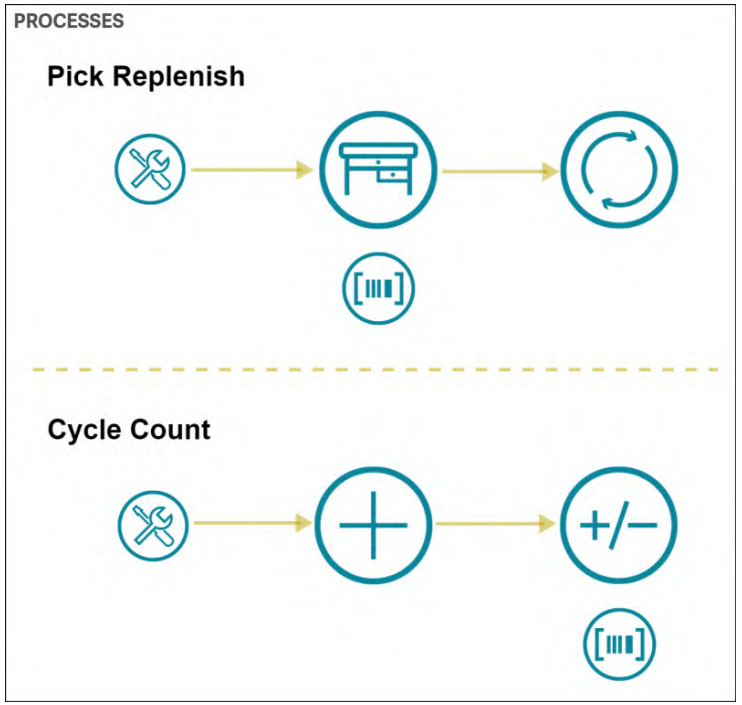
- Purchase planning by ROP/MRP
- Supplier certifications restricts procurement to approved suppliers by product
- Stock audits enforce sampling, testing and release rules



canna BUSINESS ERP

Sundry warehousing processes





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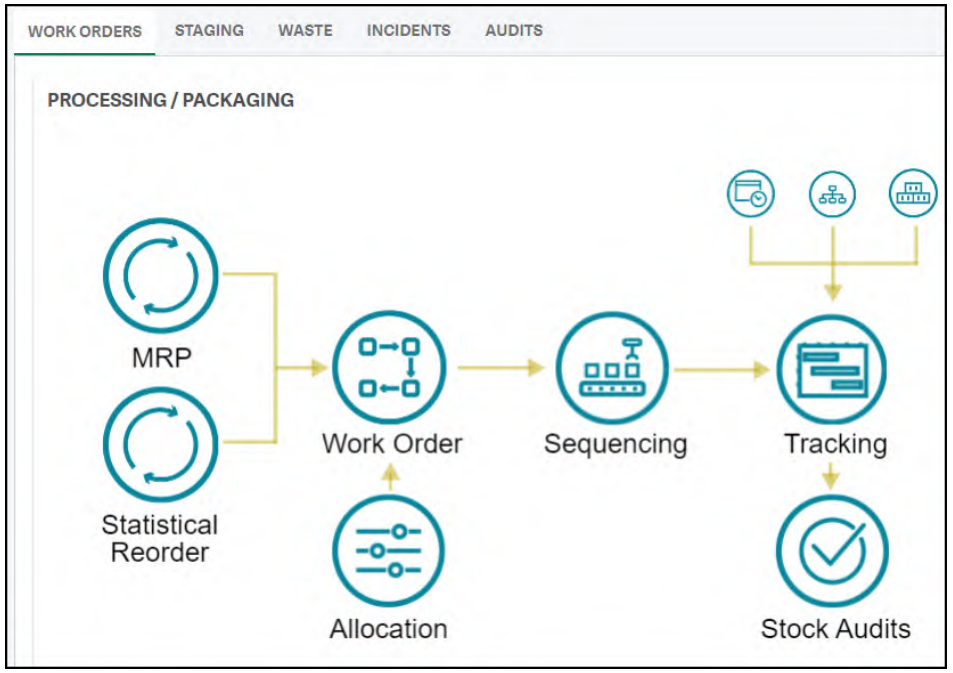
Processing and Packaging

- Robust production planning system
- BOM and Routing controls dictate allowable products, restrict substitution
- Material, Work Center and Labor information tracked to work order for traceability
- In process testing/sampling, stock audits post production



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License Type: Integrated Facility

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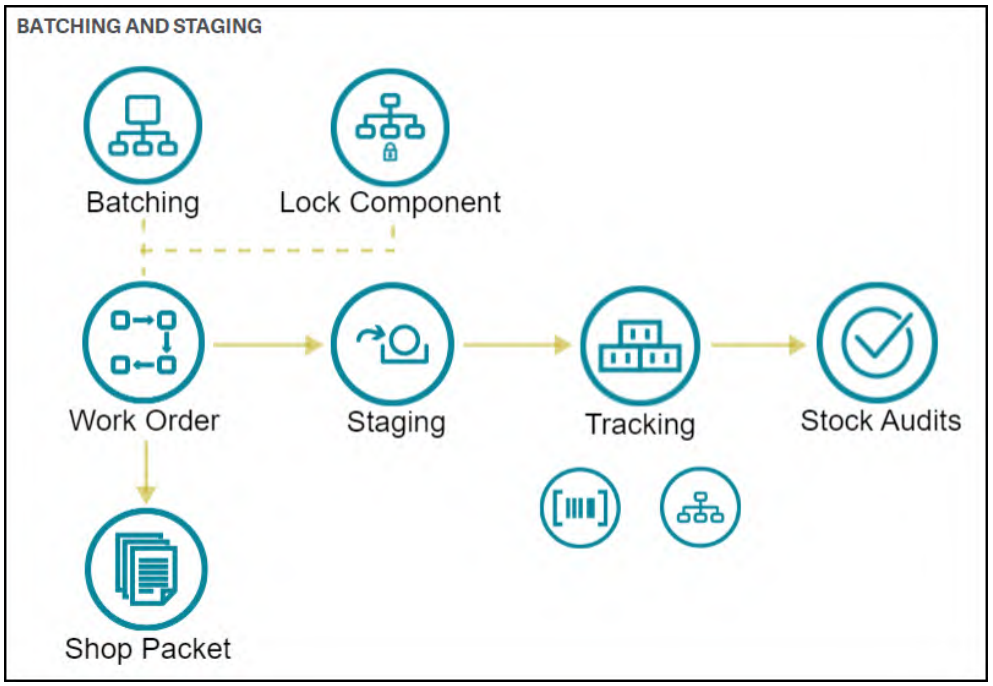
Processing and Packaging

- Batching allows for structuring of material into production process
- Enforces material flow and provides additional control on material usage
- RF tracking improves inventory accuracy



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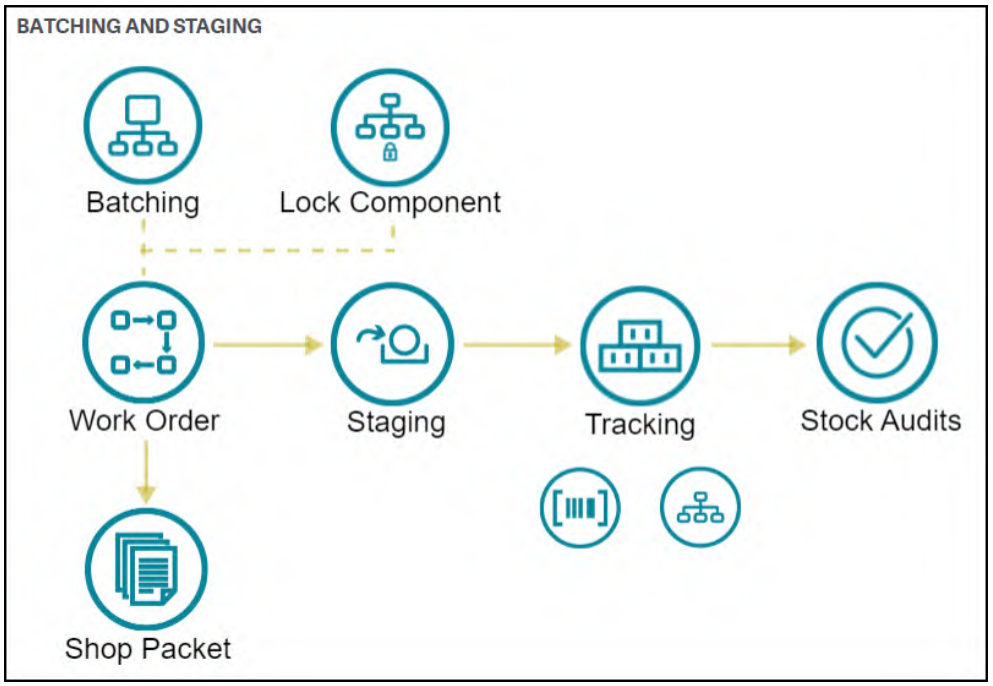

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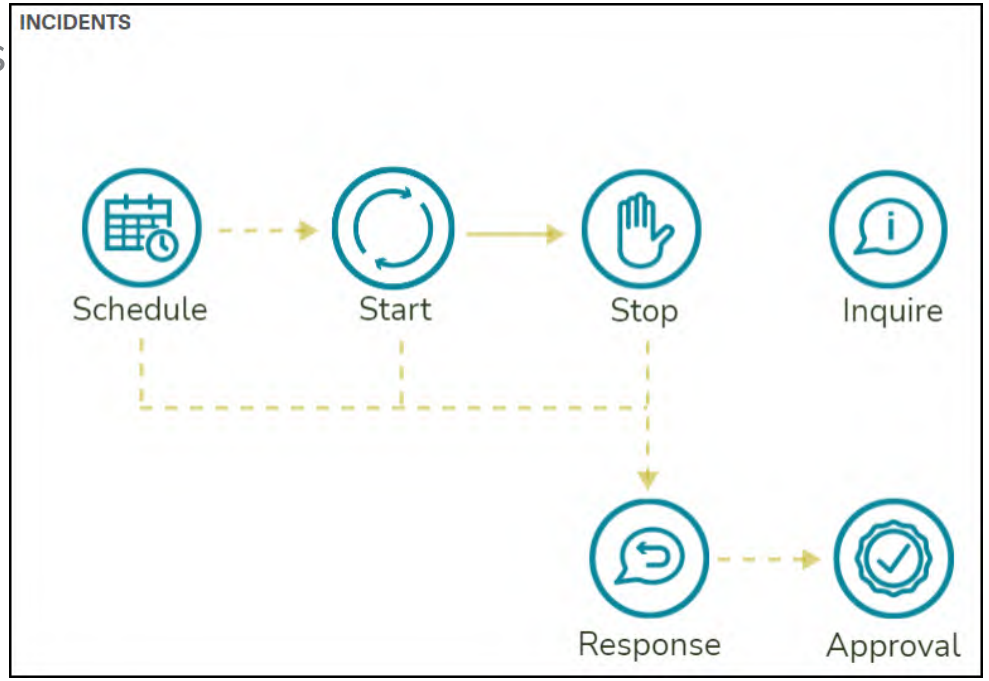
Audits for Downtime/Non-conformity Incidents

- Feature of the Quality/Audits application
- Designed to track downtime and non-conformity deviations
- Ability to track time and response/resolution data



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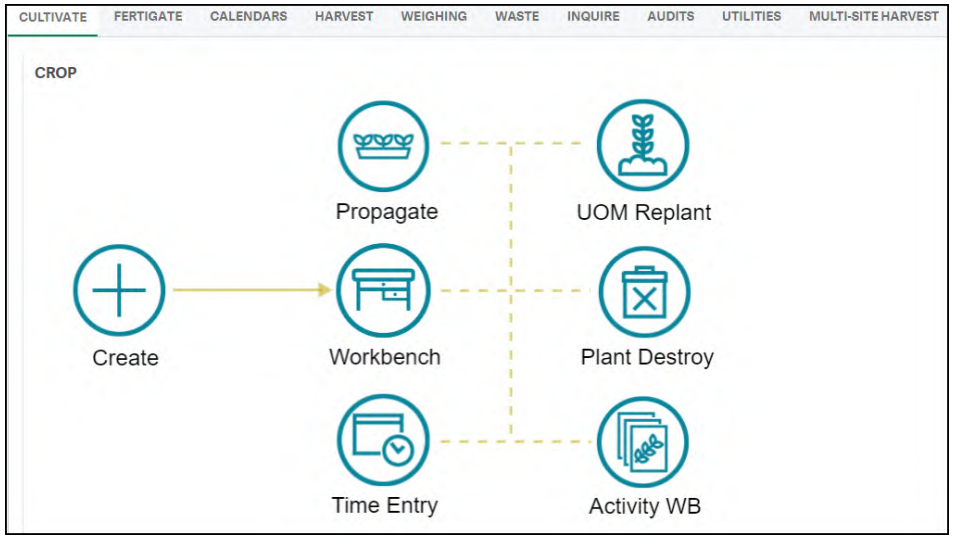
License Type: Integrated Facility

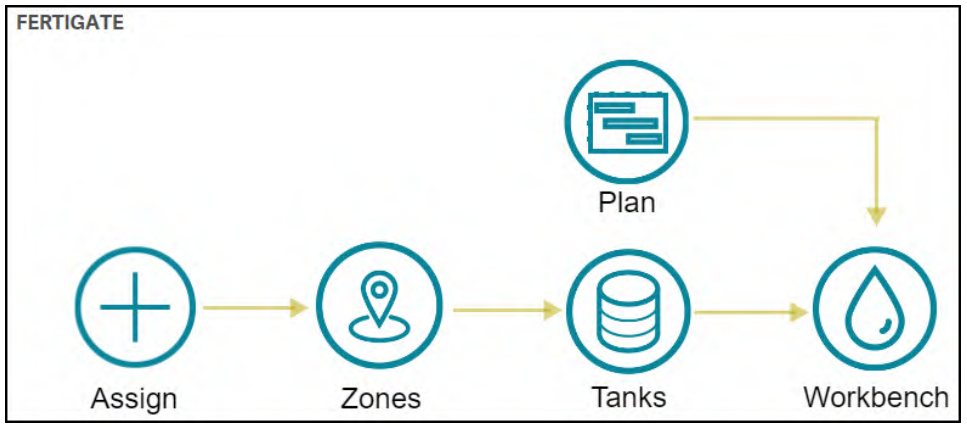
Core Cultivation Process Flow

- Propagation from mother plants, purchased clones/veg plants, plant transfer
- Cultivation activities with material consumptions
- Accumulation of labor and overhead costs
- Traceability of each plant as it is moved
- Support for plant destruction



Fertigation/Nutrient Delivery Function

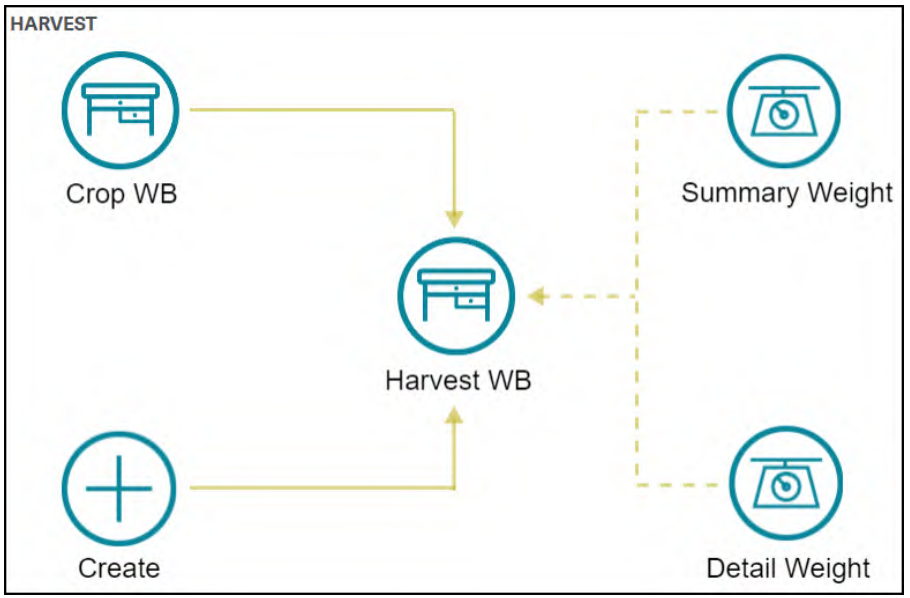
- Specific feature to track/trace nutrient delivery to plants
- Material lot tracking aligned with delivery schedule and execution
- Enhances recall traceability and perpetual inventory as an input to planning



License Type: Integrated Facility

Post Harvest Processing

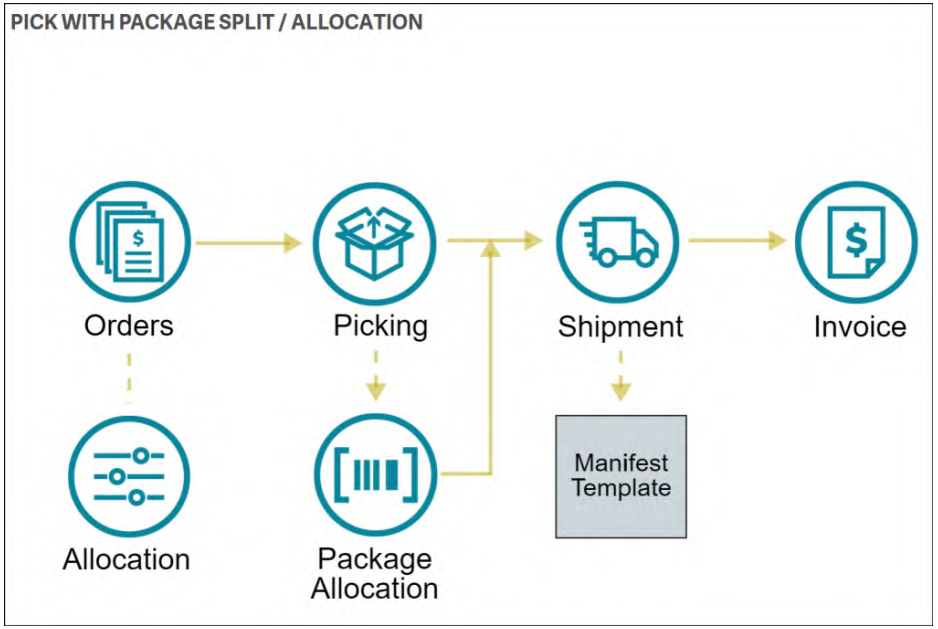
- Flexible post harvest configuration allows regulatory support and mirrors physical process
- Detail and summary weights including individual plant weight tracking
- Support for drying and trimming loss, in process sampling
- Support for multi-product yields



canna BUSINESS ERP

Order to Manifesting

- Robust order management system
- Stock allocation via manual, FIFO or FEFO rules
- Picking by package utilizing handheld device
- Shipment processing generates a manifest template (depending on regulatory system)

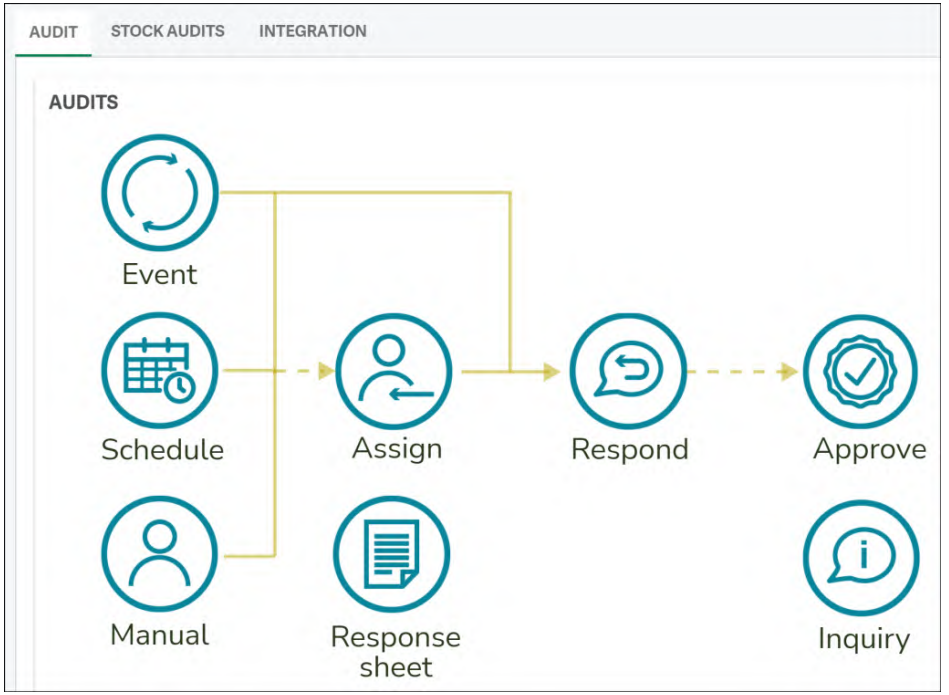


nextec

canna BUSINESS ERP

Audits

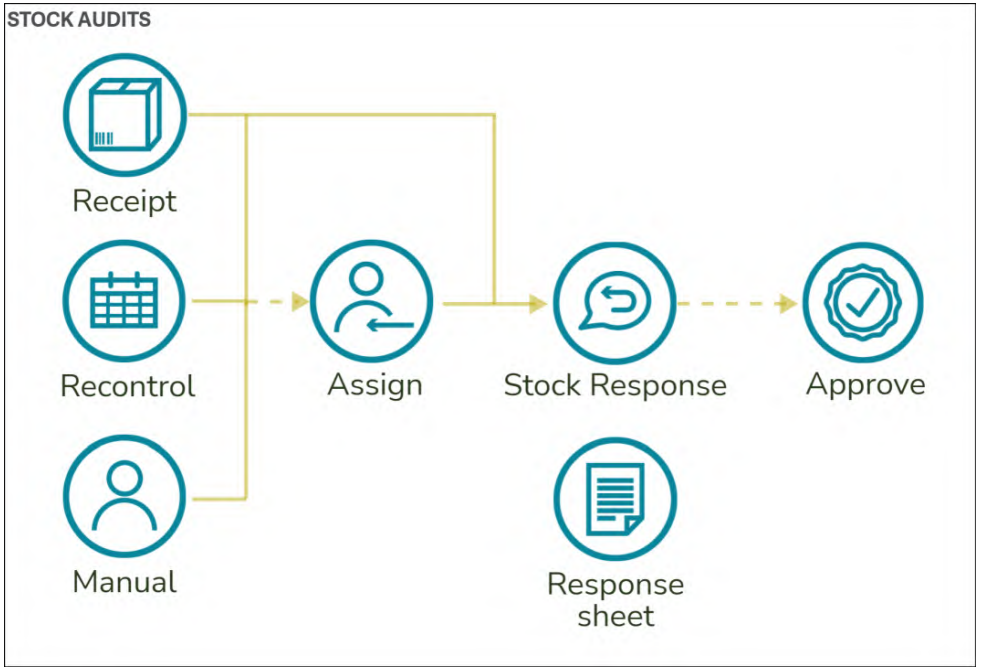
- Scheduled or ad-hoc inspections not specifically associated with a transaction or stock
  - Haccp controls
  - Trailer inspections
  - Machine calibration checks
  - Inspections related to an event (e.g. downtime)



nexTec

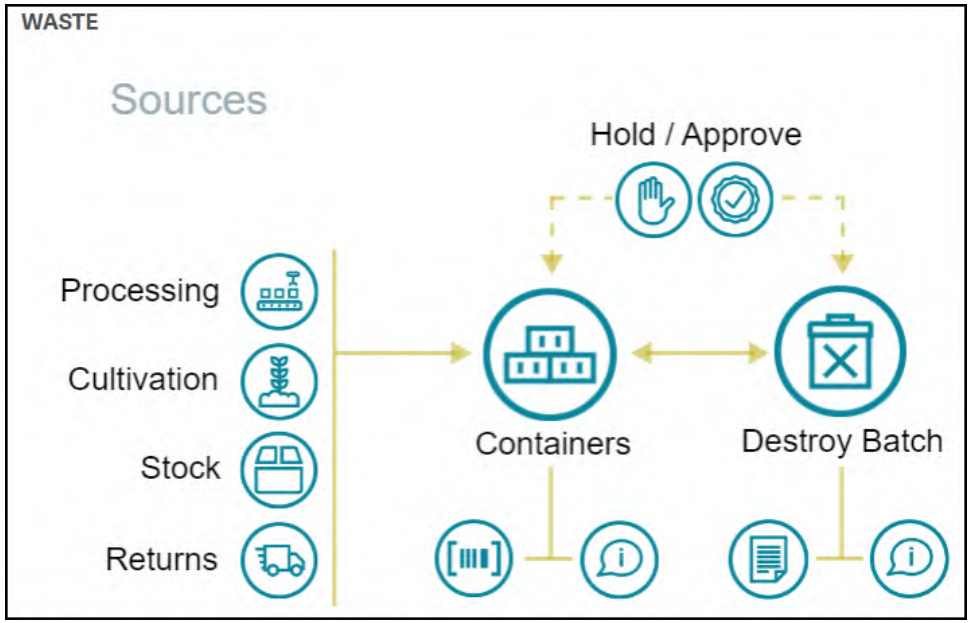
Stock Audits

- Flexible rules to require inspection and release for specific stock items
- Enter C of A data directly into the system
- Rejection or Approval result in stock status change
  - Stock status determines/controls the transactions which stock can be involved in



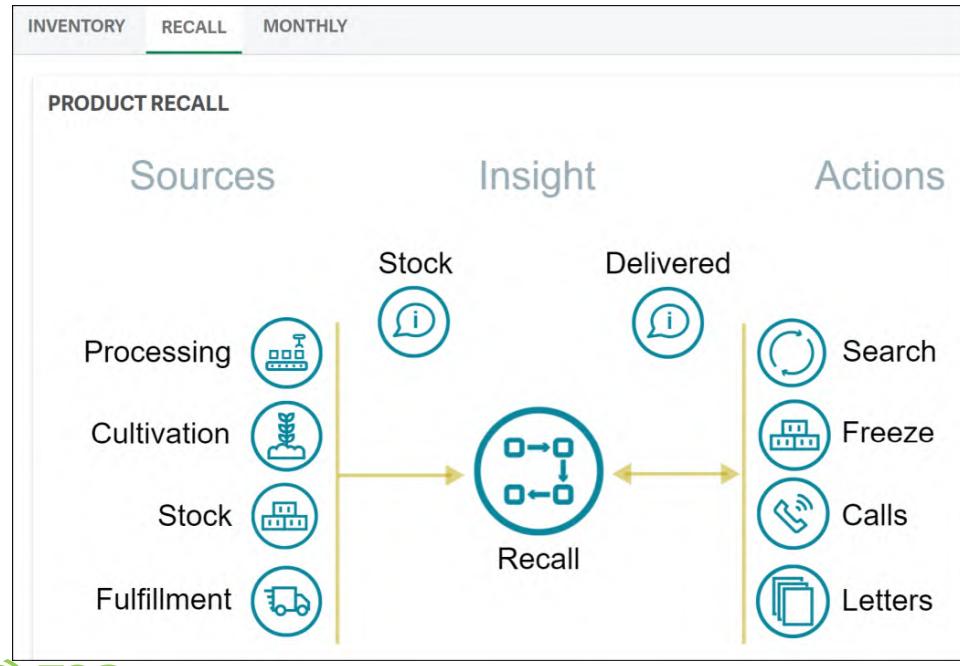
Quality/Compliance Feature

- Ability to track/trace waste packages from all features in the system
- Waste packages tracked in inventory through the destruction process
- Recording of destruction methods with employee tracking
- Regulatory system integration where applicable



Track and Trace

- End to end detailed lot traceability
- Support for sampling and retention samples
- Stock trace and recall workbench by non-conforming product/lot or by work center
- Automatic freeze of impacted stock
- Calls + Letters and reconciliation report



License Type: Integrated Facility

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State Compliance Systems

- Biotrack and Metrc support
- Automatic synchronization of all stock, manufacturing and cultivation transactions required
- Error handling and package reconciliation

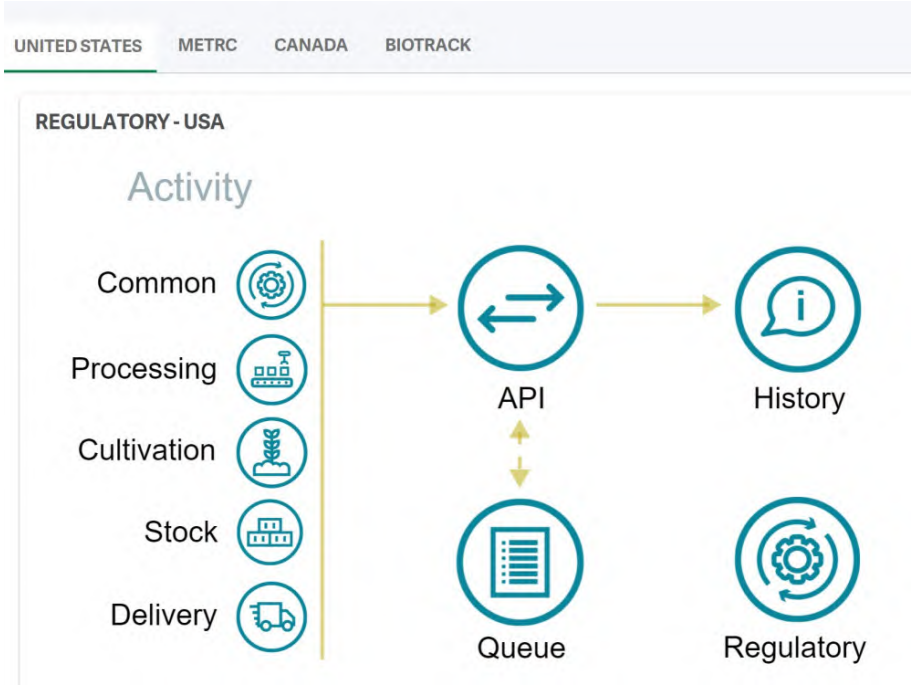

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Exhibit 23 – Receiving and Shipping Plan

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

23.1 – Individual batches of cannabis being received for storage and/or processing were appropriately prepared, tagged or otherwise identified, and inserted in containers at the time of receipt

The Applicant's Integrated Facility is responsible for the proper storage, packaging, and labeling of all medical cannabis and medical cannabis products. The applicant's Retail facilities are responsible to receive shipments and ensure proper storage from our Integrated Facility via our owned licensed secure transporter license. All integrated facility, secure transport and retail facilities storage procedures will comply with all legal security requirements, recognize that cannabis must be stored under appropriate temperatures and conditions to preserve its identity, strength, quality, and purity; and protect against physical, chemical, and microbial contamination.

In addition to any inventory and/or tracking requirements specified by the Commission, The Applicant will use a reliable industry proven seed-to-sale software system (Metrc) and COVA to document and track our cannabis and cannabis products. This electronic inventory management system is the foundation of the Applicant's real-time inventory management program and will allow us to keep a real-time electronic inventory of all cannabis: awaiting testing, in production, final form, final tested packaged and labeled cannabis products; and all damaged, defective, expired, or contaminated Cannabis and Cannabis products awaiting disposal. Our inventory management program COVA will also serve as our POS software and will integrate with the mandated Seed to Sale Software system (Metrc).

All applicant individual batches of cannabis shall be tracked in the mandated statewide Seed to Sale tracking software (Metrc), either via direct input or Applicants seed to sale tracking software reporting to the statewide mandated Seed to Sale Software system. These batches shall be provided unique batch numbers and "tagged" both physically and virtually. All cannabis will be properly packaged / containerized to preserve its identity, strength, quality and purity; and protect against physical, chemical, and microbial contamination. All

batches shall be stored in a private, secure, locked vault in a restricted access area accessible only to the minimum number of employees essential for efficient operation.

23.2 Batches and containers arriving from a cultivator have been coded for identification

All Applicant batches and containers that arrive from a cultivator shall be digitally coded using a QR code to identify the following key information:

- Cultivator Name & License Number
- Cultivator Facility Address
- Plant Tag Identification # / Batch Number or Package Number as appropriate and provided by the mandated statewide Seed to Sale tracking software
- Date of Harvest
- Date of State Testing Laboratory's Certificate of Authenticity (COA)

Additionally, all batches shall arrive with 3 (three) copies the mandated statewide Seed to Sale (Metrc) Manifest.

23.3 Incoming cannabis is accompanied by the secure transporter's manifest

All incoming cannabis to the Applicant's Secure Transport or Retail facilities shall be accompanied by the secure transporter's manifest and digitally coded using a QR code to identify the following key information:

- Cultivator Name & License Number
- Cultivator Facility Address
- Plant Tag Identification #/Batch Number or Package Number as appropriate and provided by the mandated statewide Seed to Sale tracking software
- Date of Harvest
- Date of State Testing Laboratory's Certificate of Authenticity (COA)

23.4 All information has been logged into Statewide Seed to Sale Tracking System

The Applicant will utilize inventory tracking software, COVA that communicates with the state mandated seed-to-sale software system (Metrc) to document and track our cannabis and cannabis products. This electronic inventory management system is the foundation of the Applicants real-time inventory management program and will allow us to keep a real-time electronic inventory of all cannabis products; and all damaged, defective, expired, or contaminated cannabis and medical cannabis products awaiting disposal. This shall ensure that the Applicant's inventory is logged into the state mandated Seed to Sale system for review by the Commission and other parties as necessary.

23.5 – Individual batches of medical cannabis products have been properly packaged & labeled.

In adherence to 538 x-6.05 the Applicant will ensure that all batches of medical cannabis are properly packaged and labeled.

No batch shall be packaged without receiving a Certificate of Authenticity (COA) from a State Approved Testing laboratory which indicates that the medical cannabis and medical cannabis in final form meets the Alabama Medical Cannabis Commission standards for:

- Total THC (THC + THCA)
- Total CBD (CBD + CBDA)
- THC/CBD Ratio (as applicable)
  Percent of THC relative to original plant material
- Terpene Profiles
- Heavy Metals
- Chemical contamination
- Microbials
- Mycotoxins
- Residual Pesticides
- Residual Solvents

All packaging used by the Applicant shall meet the following requirements:

All packaging and containers used by the Applicant for securing medical cannabis and medical cannabis product shall meet performance specifications outlined in 16 CFR §1700.15 for child resistance. All packaging will be made tamper evident. Packaging and containers will not be attractive to children and designed in such a way to avoid appealing to children through the avoidance of bright colors imitating or having a resemblance to any existing branded consumer products, including foods and beverages, that do not contain cannabis; featuring cartoons; featuring any type of design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors; featuring symbols or celebrities that are commonly used to market products to minors; featuring images of minors; or featuring words that refer to products that are commonly associated with minors or marketed to minors. Packaging shall include the name of the processor and type of product contained with, at no time will the applicant include any false statements concerning medical cannabis or one that advertises health or therapeutic benefits of medical cannabis.

The applicant shall provide labels for all individual products that meet the following requirements:

All product labels shall be securely attached to or imprinted on all applicant packaging. The labels shall be clear and of a print size and quality to be legible for an average patient/caregiver with a sixth grade education. All labels or packaging shall identify the type of product being purchases. The labels will have the designated Seed to Sale system lot and batch numbers. Labels will identify the medical cannabis cultivator by name and license identification number and the medical cannabis processor by name and license identification number. Labels will indicate the medical cannabis product cannabinoid content and product potency as provided via COA from the state approved testing laboratory. Labels will indicate by product the amount/number/count of product in the specific package. All labels will continue the AMCC approved universal state symbol, in color, of no less than ½ inch by ½ inch in size. The product labels will state “Keep out of reach of children” and contain the following statement: “WARNING: This product may

make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians." In alignment with the Applicant's packaging design limitations the labels will not to be attractive to minors nor will they be allowed to contain any false statements concerning medical cannabis or one that advertises health or therapeutic benefits of medical cannabis.

The applicant, in addition to the above labeling and packaging requirements will add a QR Code to the medicinal cannabis product. This will include at a minimum the following requirements:

- Name of Processor and Processor's facility of origin
- Type of product
- Date of the processing and packaging
- Date of Test
- Expiration date of the product
- Alabama Poison Control contact information as provided on the AMCC website

Once the applicant has completed packaging and labeling medical cannabis product it shall be prepared in appropriate containers for transport.

23.6 – Batches and containers from Applicant's Facility must be properly QR Coded

The Applicant shall ensure that all batches of medical cannabis and all final containers of medical cannabis are QR coded to meet the following requirements:

- Name of the Integrated Facility and IF's facility of origin
- Type of product
- Date of the processing and packaging
- Date of Test

23.7 – Outgoing medical cannabis is properly documented

In accordance with the state mandated Seed to Sale tracking system prior to transport all outgoing medical cannabis will be accompanied by a Secure Transporter's manifest that meet the requirements of 538 x 7.07:

- A document that lists the cargo and crew of the transport vehicle.
- Names of the driver(s), crew members and any additional individuals in the transport.
- Name and address of the destination.
- Weight and description of each individual package that is part of the shipment and the total number of individual packages.
- Date and time shipment is placed into the transport vehicle.
- Date and time shipment is accepted at the delivery destination.
- Identity of the employee having custody of the cannabis or medical cannabis, and the circumstances, duration, and disposition of any other person who had custody or control of the shipment.
- All handling or storage instructions for the medical cannabis products.

The manifest shall be signed by an authorized employee from the facility at which the medical cannabis is being transported, the secure transport's driver and the authorized employee at the receiving facility.

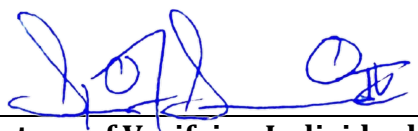
23.8 – All QR Code information is in the Seed to Sale Tracking System

At all times, the Applicant shall use the state mandated Seed to Sale System to obtain the mandated information for all QR codes that relate to the outgoing medical cannabis shipment, to include date and time of shipment and ensure the information's accuracy.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

24 – Secure Transport Vehicles

24.1 – Title, lease or other documentation demonstrating possessory interest in all vehicles to be used for secure transportation of cannabis or medical cannabis.

The Applicant has provided lease agreements demonstrating possessory interest in three vehicles to be used for secure transportation of cannabis or medical cannabis, identified as "Vehicle #1: Lease", "Vehicle #2: Lease" and "Vehicle #3: Lease" in this document.

24.2 – Copies of declarations pages of insurance policies applicable to all vehicles to be owned and operated by the Applicant, particularly those proposed for the secure transport of cannabis or medical cannabis.

The Applicant as provided insurance policies for all vehicles to be owned and operated by the Applicant for the secure transport of cannabis or medical cannabis, identified as "Vehicle #1: Insurance", "Vehicle #2: Insurance" and "Vehicle #3: Insurance" in this document.

24.3 – License plate number and DOT numbers, if available, for all secure transport vehicles.

The following are the license plate numbers for all of the Applicant's secure transport vehicles, as well as page numbers of their lease and insurance documents referenced in 24.1 and 24.2:

Vehicle #	VIN #	AL Registration	Make	Model	Year	Pages
1	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)

Vehicle #1: Lease

STATE OF ALABAMA
COUNTY OF MONTGOMERY

VEHICLE USE and RENTAL AGREEMENT

This Vehicle Use and Rental Agreement (Agreement) made this 20th day of December 2022, by and between §36-12-40 (and grounds outlined therein). (herein after referred to as "Owner") and BSWMC, LLC (herein after referred to as the "Company").

WITNESSETH THAT:

WHEREAS, Owner is the owner of a vehicle (hereinafter "Vehicle"), more particularly described herein; and

WHEREAS, Owner and Company desire to enter into this Agreement whereby Company shall rent and use Vehicle for secure transportation of cannabis and/or medical cannabis within the State of Alabama.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and of the covenants and conditions hereinafter contained, the parties hereto understand and agree as follows:

1. **Vehicle.** Owner shall provide Company, for Company's use, one (1) vehicle (herein "Vehicle") more specifically described as follows:

   (1) §36-12-40 (and grounds outlined therein)

2. **Rental, Use and Assessment Fees.** Company shall pay Owner a monthly rental fee of [redacted] per Vehicle (herein "Fee"). The Fee shall be due Owner on, or before, the first day of each month. Payments of the Fee received after the fifth day of a month shall be subject to a [redacted] late charge. All payments shall be made by Company to Owner via ACH transaction or as otherwise designated by Owner. In addition to the Fee, for each Vehicle, Company shall pay at the end of the Term, §36-12-40 (and grounds outlined therein)

3. **Term.** The term (herein "Term") of this Agreement shall be for thirty-six (36) months beginning on January 1, 2023, herein "Commencement Date" and ending on December 31, 2026, herein "Expiration Date". At the election of Company, the Commencement Date may be delayed for a period of time not to exceed 180 days. If Company elects to delay the Commencement Date, Company must provide Owner with written notice on or before January 1, 2023, and the Term shall begin on the date designated in the notice.

4. **Maintenance and Modification of Vehicle**. Company shall, at all times, maintain and repair the Vehicle during Term of this Agreement. Company shall specifically complete scheduled maintenance in accordance with the manufacturer's suggested intervals, including, but not limited to the following: (i) oil changes and (ii) tire rotations and tire replacements. Company shall provide Owner with copies of all documentation evidencing the above-described maintenance upon the completion of each service. In addition, Company shall have the right to modify the Vehicle in accordance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 7, Regulation of Secure Transporters as more specifically described in Reg. Sec. 538-x-7-.03 2.c.(8)(e) ii-v, vii, xiv.

5. **Independent Contractor**. The parties hereto understand and agree the relationship between Owner and Company is contractual and that the Company is an independent contractor. Company shall not become, by reason of its performance hereunder, an agent or employee of Owner and no joint enterprise or partnership is intended by this Agreement. Company, its agents and employees, and the agent and employees of its subcontractors, subsidiaries and affiliates shall not be or become agents, servants or employees of Owner by virtue of this Agreement.

6. **Insurance**. Company agrees to obtain, pay for and maintain at Company's expense the following insurance (herein "Insurance"):

   Physical damage insurance covering loss of or damage to the Vehicle for the Term of this Agreement. The insurance will name Owner as additional insured and as loss payee. In addition, the insurance policy secured by Company shall include Automobile Liability Insurance with combined single limits not less than $1,000,000 for each Vehicle. Alternatively, at Owner's discretion, Owner shall have the option to secure all such insurance (casualty and liability) and to require Company to reimburse Owner for same within ten (10) days after Owner delivers an invoice to Company. If Owner obtains the Insurance, said Insurance shall name Company as an additional insured. The party obtaining the Insurance shall provide the other with a certificate of insurance/declaration page outlining the coverages outlined above.

   All such insurance shall be in the name of the Company and such insurance shall be issued by a financially responsible company or companies licensed to do business in the State of Alabama with an A.M. Best Company rating of least A-VIII. The insurance shall not be subject to cancellation except after ten (10) days prior written notice to Owner. Certificates evidencing the above insurance coverage must be furnished by Company to Owner prior to the Commencement Date. Owner shall be named as additional insureds for the above referenced insurance.

   Company shall provide Owner written notice in the event a Vehicle is involved in an accident or otherwise damaged, said notice to provide a written narrative of the damage and, if a report is completed by law enforcement personnel, a copy of the "accident report."

7. **Indemnification**. To the fullest extent permitted by law, the Company agrees to protect, defend, hold harmless, and indemnify the Owner, its managers, members and their respective successors, heirs and assigns, and their shareholders, directors, officers

and employees (hereinafter referred to as "indemnities") from and against all claims, actions, liabilities, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the use of the Vehicle, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by the negligent act or omission of the Company, any subcontractor, any materialman, or anyone, directly or indirectly for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In addition, the Company agrees to protect, defend, hold harmless, and indemnify the indemnitees from and against all claims, actions, liabilities, damage losses, cost and expenses (including attorney's fees) arising out of or resulting from the Company's failure to purchase all insurance required by this Agreement.

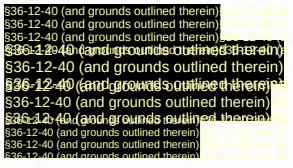
8. **Default**.

(A) A failure by Company to observe and perform any provision of this Agreement to be observed or performed by Company, if such failure continues for five (5) days after written notice thereof shall constitute a default and breach of this Agreement.

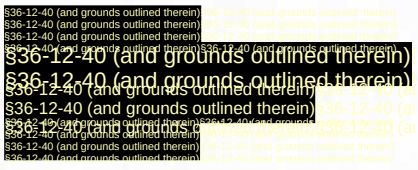
(B) In the event of any such default, then, in additional to any other remedies available to Owner at law or in equity, Owner shall have the immediate option to terminate this Agreement and all rights of Company hereunder by giving written notice of such termination.

9. **Notice**. All notices, statements, demands or other communications (hereinafter) referred to as "notices" to be given under or pursuant to this Agreement shall be in writing addressed to the parties at their respective addresses as provided below, and shall be delivered in person, by certified or registered U.S. mail, postage prepaid, or by a nationally recognized overnight courier and such notice shall be deemed to have been given twenty-four hours after the date of mailing. The addresses of the parties to which such notices are to be sent are as follows:

If to Owner:



If to Company:



Any party may from time to time change its address for receipt of notices by sending a notice to the other party specifying a new address.

10. **Assignability**: This Agreement shall not be sold, assigned, transferred, mortgaged, hypothecated, encumbered or otherwise alienated or anticipated or otherwise disposed of, by operation of law or otherwise by Company. This Agreement may be assigned by Owner.

11. **Successors**: The provisions of this Agreement, subject to the terms and conditions hereof, shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

12. **Modifications**: There shall be no modification to this Agreement except in writing signed by the parties hereto.

13. **Extent of Agreement**: This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, arrangements, representations or agreements whether written or oral.

14. **Captions**: The captions set forth herein are for convenience only and do not affect the meaning of any of the terms of this Agreement.

15. **Compliance with Legal Requirements**: Company shall take all action necessary to comply with all laws, ordinances, orders or requirements by any federal, state, county or municipal authority having jurisdiction thereover.

16. **No Waiver.** The failure of Owner to insist upon the strict performance of any provision of this Agreement, or the failure of Owner to exercise any right or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as for the day and year first above written.

§36-12-40 (and grounds outlined therein)
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§36-12-40 (and grounds outlined therein)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

§36-12-40 (and grounds outlined therein)

SCARTER

DATE (MM/DD/YYYY) 12/8/2022

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
Peak Insurance, Inc.
1003 Broad Street
Selma, AL 36701

CONTACT NAME: [redacted]
PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): §36-12-40 (and grounds outlined therein)
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto Owners Insurance Co	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
§36-12-40 (and grounds outlined therein)

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO	X		5025155200	1/20/2022	1/20/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[X] Comprehensive $500 [X] Collision $500							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2015 Chevrolet Suburban 1GNSKJKC5FR120324

CERTIFICATE HOLDER

§36-12-40 (and grounds outlined therein)

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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STATE OF ALABAMA
COUNTY OF MONTGOMERY

VEHICLE USE and RENTAL AGREEMENT

This Vehicle Use and Rental Agreement (Agreement) made this 20th day of December 2022, by and between §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) (herein after referred to as "Owner") and §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) (herein after referred to as the "Company").

WITNESSETH THAT:

WHEREAS, Owner is the owner of a vehicle (hereinafter "Vehicle"), more particularly described herein; and

WHEREAS, Owner and Company desire to enter into this Agreement whereby Company shall rent and use Vehicle for secure transportation of cannabis and/or medical cannabis within the State of Alabama.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and of the covenants and conditions hereinafter contained, the parties hereto understand and agree as follows:

1. **Vehicle.** Owner shall provide Company, for Company's use, one (1) vehicle (herein "Vehicle") more specifically described as follows:

   (1 §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

2. **Rental, Use and Assessment Fees.** Company shall pay Owner a monthly rental fee of §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) per Vehicle (herein "Fee"). The Fee shall be due Owner on, or before, the first day of each month. Payments of the Fee received after the fifth day of a month shall be subject to a [redacted] late charge. All payments shall be made by Company to Owner via ACH transaction or as otherwise designated by Owner. In addition to the Fee, for each Vehicle, Company shall pay at the end of the Term, §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

4. **Maintenance and Modification of Vehicle**. Company shall, at all times, maintain and repair the Vehicles during Term of this Agreement. Company shall specifically complete scheduled maintenance for each Vehicle in accordance with the manufacturer's suggested intervals, including, but not limited to the following: (i) oil changes and (ii) tire rotations and tire replacements. Company shall provide Owner with copies of all documentation evidencing the above-described maintenance upon the completion of each service. In addition, Company shall have the right to modify the Vehicle in accordance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 7, Regulation of Secure Transporters as more specifically described in Reg. Sec. 538-x-7-.03 2.c.(8)(e) ii-v, vii, xiv.

5. **Independent Contractor**. The parties hereto understand and agree the relationship between Owner and Company is contractual and that the Company is an independent contractor. Company shall not become, by reason of its performance hereunder, an agent or employee of Owner and no joint enterprise or partnership is intended by this Agreement. Company, its agents and employees, and the agent and employees of its subcontractors, subsidiaries and affiliates shall not be or become agents, servants or employees of Owner by virtue of this Agreement.

6. **Insurance**. Company agrees to obtain, pay for and maintain at Company's expense the following insurance (herein "Insurance"):

   Physical damage insurance covering loss of or damage to the Vehicles for the Term of this Agreement. The insurance will name Owner as additional insured and as loss payee. In addition, the insurance policy secured by Company shall include Automobile Liability Insurance with combined single limits not less than $1,000,000 for each Vehicle. Alternatively, at Owner's discretion, Owner shall have the option to secure all such insurance (casualty and liability) and to require Company to reimburse Owner for same within ten (10) days after Owner delivers an invoice to Company. If Owner obtains the Insurance, said Insurance shall name Company as an additional insured. The party obtaining the Insurance shall provide the other with a certificate of insurance/declaration page outlining the coverages outlined above.

   All such insurance shall be in the name of the Company and such insurance shall be issued by a financially responsible company or companies licensed to do business in the State of Alabama with an A.M. Best Company rating of least A-VIII. The insurance shall not be subject to cancellation except after ten (10) days prior written notice to Owner. Certificates evidencing the above insurance coverage must be furnished by Company to Owner prior to the Commencement Date. Owner shall be named as additional insureds for the above referenced insurance.

   Company shall provide Owner written notice in the event a Vehicle is involved in an accident or otherwise damaged, said notice to provide a written narrative of the damage and, if a report is completed by law enforcement personnel, a copy of the "accident report."

7. **Indemnification**. To the fullest extent permitted by law, the Company agrees to protect, defend, hold harmless, and indemnify the Owner, its managers, members and their respective successors, heirs and assigns, and their shareholders, directors, officers

and employees (hereinafter referred to as "indemnities") from and against all claims, actions, liabilities, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the use of the Vehicles, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by the negligent act or omission of the Company, any subcontractor, any materialman, or anyone, directly or indirectly for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In addition, the Company agrees to protect, defend, hold harmless, and indemnify the indemnitees from and against all claims, actions, liabilities, damage losses, cost and expenses (including attorney's fees) arising out of or resulting from the Company's failure to purchase all insurance required by this Agreement.

8. **Default**.

(A) A failure by Company to observe and perform any provision of this Agreement to be observed or performed by Company, if such failure continues for five (5) days after written notice thereof shall constitute a default and breach of this Agreement.

(B) In the event of any such default, then, in additional to any other remedies available to Owner at law or in equity, Owner shall have the immediate option to terminate this Agreement and all rights of Company hereunder by giving written notice of such termination.

9. **Notice**. All notices, statements, demands or other communications (hereinafter) referred to as "notices" to be given under or pursuant to this Agreement shall be in writing addressed to the parties at their respective addresses as provided below, and shall be delivered in person, by certified or registered U.S. mail, postage prepaid, or by a nationally recognized overnight courier and such notice shall be deemed to have been given twenty-four hours after the date of mailing. The addresses of the parties to which such notices are to be sent are as follows:

If to Owner: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

If to Company: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Any party may from time to time change its address for receipt of notices by sending a notice to the other party specifying a new address.

10. **Assignability**: This Agreement shall not be sold, assigned, transferred, mortgaged, hypothecated, encumbered or otherwise alienated or anticipated or otherwise disposed of, by operation of law or otherwise by Company. This Agreement may be assigned by Owner.

11. **Successors**: The provisions of this Agreement, subject to the terms and conditions hereof, shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

12. **Modifications**: There shall be no modification to this Agreement except in writing signed by the parties hereto.

13. **Extent of Agreement**: This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, arrangements, representations or agreements whether written or oral.

14. **Captions**: The captions set forth herein are for convenience only and do not affect the meaning of any of the terms of this Agreement.

15. **Compliance with Legal Requirements**: Company shall take all action necessary to comply with all laws, ordinances, orders or requirements by any federal, state, county or municipal authority having jurisdiction thereover.

16. **No Waiver**. The failure of Owner to insist upon the strict performance of any provision of this Agreement, or the failure of Owner to exercise any right or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as for the day and year first above written.

OWNER: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
BY: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
IT §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
DA §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

COMPANY: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/13/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): (334)272-4791	COMPANY
The Cone Company, Inc. P. O. Box 230549 Montgomery AL 36123-0549	FAX (A/C, No): (334)272-4795 E-MAIL ADDRESS: SCone@theconeco.com	Middlesex Insurance Company Montgomery AL 36116
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 00000199		

INSURED	LOAN NUMBER	POLICY NUMBER
§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)		A0143519001
	EFFECTIVE DATE: 2/2/2022 — EXPIRATION DATE: 2/2/2023 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

§36-12-40 (and grounds outlined therein)

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Comprehensive Full Replacement		1,000
Collision Full Replacement		1,000
Bodily Injury Combined Single Limit	1,000,000	
Medical Payments	10,000	
Uninsured/Underinsured Motorist Combined Single Limit	1,000,000	

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS		
BSWMC, LLC 2660 Eastchase Lane, Suite 100 Montgomery, AL 36117	☐ MORTGAGEE ☒ LOSS PAYEE	☐ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE Sonny Cone/JENNP	

ACORD 27 (2009/12) INS027 (200912).02

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STATE OF ALABAMA
COUNTY OF MONTGOMERY

VEHICLE USE and RENTAL AGREEMENT

This Vehicle Use and Rental Agreement (herein "Agreement") made this 20th day of December 2022, by and between §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) (herein after referred to as "Owner") and §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) (herein after referred to as the "Company").

WITNESSETH THAT:

WHEREAS, Owner is the owner of a vehicle (hereinafter "Vehicle"), more particularly described herein; and

WHEREAS, Owner and Company desire to enter into this Agreement whereby Company shall rent and use Vehicle for secure transportation of cannabis and/or medical cannabis within the State of Alabama.

NOW, THEREFORE, for and in consideration of the sum of §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) and of the covenants and conditions hereinafter contained, the parties hereto understand and agree as follows:

1. **Vehicle.** Owner shall provide Company, for Company's use, one (1) vehicle (herein "Vehicle") more specifically described as follows:

   (1) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

2. **Rental, Use and Assessment Fees.** Company shall pay Owner a monthly rental fee of §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) per Vehicle (herein "Fee"). The Fee shall be due Owner on, or before, the first day of each month. Payments of the Fee received after the fifth day of a month shall be subject to a [redacted] late charge. All payments shall be made by Company to Owner via ACH transaction or as otherwise designated by Owner. In addition to the Fee, for each Vehicle, Company shall pay at the end of the Term, §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

3. **Term.** The term (herein "Term") of this Agreement shall be for thirty-six (36) months beginning on January 1, 2023, herein "Commencement Date" and ending on December 31, 2026, herein "Expiration Date". At the election of Company, the Commencement Date may be delayed for a period of time not to exceed 180 days. If Company elects to delay the Commencement Date, Company must provide Owner with written notice on or before January 1, 2023, and the Term shall begin on the date designated in the notice.

4. **Maintenance and Modification of Vehicle.** Company shall, at all times, maintain and repair the Vehicles during Term of this Agreement. Company shall specifically complete scheduled maintenance for each Vehicle in accordance with the manufacturer's suggested intervals, including, but not limited to the following: (i) oil changes and (ii) tire rotations and tire replacements. Company shall provide Owner with copies of all documentation evidencing the above-described maintenance upon the completion of each service. In addition, Company shall have the right to modify the Vehicle in accordance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 7, Regulation of Secure Transporters as more specifically described in Reg. Sec. 538-x-7-.03 2.c.(8)(e) ii-v, vii, xiv.

5. **Independent Contractor.** The parties hereto understand and agree the relationship between Owner and Company is contractual and that the Company is an independent contractor. Company shall not become, by reason of its performance hereunder, an agent or employee of Owner and no joint enterprise or partnership is intended by this Agreement. Company, its agents and employees, and the agent and employees of its subcontractors, subsidiaries and affiliates shall not be or become agents, servants or employees of Owner by virtue of this Agreement.

6. **Insurance.** Company agrees to obtain, pay for and maintain at Company's expense the following insurance (herein "Insurance"):

   Physical damage insurance covering loss of or damage to the Vehicles for the Term of this Agreement. The insurance will name Owner as additional insured and as loss payee. In addition, the insurance policy secured by Company shall include Automobile Liability Insurance with combined single limits not less than $1,000,000 for each Vehicle. Alternatively, at Owner's discretion, Owner shall have the option to secure all such insurance (casualty and liability) and to require Company to reimburse Owner for same within ten (10) days after Owner delivers an invoice to Company. If Owner obtains the Insurance, said Insurance shall name Company as an additional insured. The party obtaining the Insurance shall provide the other with a certificate of insurance/declaration page outlining the coverages outlined above.

   All such insurance shall be in the name of the Company and such insurance shall be issued by a financially responsible company or companies licensed to do business in the State of Alabama with an A.M. Best Company rating of least A-VIII. The insurance shall not be subject to cancellation except after ten (10) days prior written notice to Owner. Certificates evidencing the above insurance coverage must be furnished by Company to Owner prior to the Commencement Date. Owner shall be named as additional insureds for the above referenced insurance.

   Company shall provide Owner written notice in the event a Vehicle is involved in an accident or otherwise damaged, said notice to provide a written narrative of the damage and, if a report is completed by law enforcement personnel, a copy of the "accident report."

7. **Indemnification.** To the fullest extent permitted by law, the Company agrees to protect, defend, hold harmless, and indemnify the Owner, its managers, members and their respective successors, heirs and assigns, and their shareholders, directors, officers

and employees (hereinafter referred to as "indemnities") from and against all claims, actions, liabilities, damages, losses, costs and expenses (including attorney's fees) arising out of or resulting from the use of the Vehicles, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by the negligent act or omission of the Company, any subcontractor, any materialman, or anyone, directly or indirectly for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In addition, the Company agrees to protect, defend, hold harmless, and indemnify the indemnitees from and against all claims, actions, liabilities, damage losses, cost and expenses (including attorney's fees) arising out of or resulting from the Company's failure to purchase all insurance required by this Agreement.

8. **Default**.

(A) A failure by Company to observe and perform any provision of this Agreement to be observed or performed by Company, if such failure continues for five (5) days after written notice thereof shall constitute a default and breach of this Agreement.

(B) In the event of any such default, then, in additional to any other remedies available to Owner at law or in equity, Owner shall have the immediate option to terminate this Agreement and all rights of Company hereunder by giving written notice of such termination.

9. **Notice**. All notices, statements, demands or other communications (hereinafter) referred to as "notices" to be given under or pursuant to this Agreement shall be in writing addressed to the parties at their respective addresses as provided below, and shall be delivered in person, by certified or registered U.S. mail, postage prepaid, or by a nationally recognized overnight courier and such notice shall be deemed to have been given twenty-four hours after the date of mailing. The addresses of the parties to which such notices are to be sent are as follows:

If to Owner: §36-12-40 (and grounds outlined therein)

If to Company: §36-12-40 (and grounds outlined therein)

Any party may from time to time change its address for receipt of notices by sending a notice to the other party specifying a new address.

10. **Assignability**: This Agreement shall not be sold, assigned, transferred, mortgaged, hypothecated, encumbered or otherwise alienated or anticipated or otherwise disposed of, by operation of law or otherwise by Company. This Agreement may be assigned by Owner.

11. **Successors**: The provisions of this Agreement, subject to the terms and conditions hereof, shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties.

12. **Modifications**: There shall be no modification to this Agreement except in writing signed by the parties hereto.

13. **Extent of Agreement**: This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, arrangements, representations or agreements whether written or oral.

14. **Captions**: The captions set forth herein are for convenience only and do not affect the meaning of any of the terms of this Agreement.

15. **Compliance with Legal Requirements**: Company shall take all action necessary to comply with all laws, ordinances, orders or requirements by any federal, state, county or municipal authority having jurisdiction thereover.

16. **No Waiver.** The failure of Owner to insist upon the strict performance of any provision of this Agreement, or the failure of Owner to exercise any right or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as for the day and year first above written.

OWNER: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
BY: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
IT §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
D §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

COMP §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
BY: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
IT §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
D §36-12-40 (and grounds outlined therein)

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/13/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): (334) 272-4791	COMPANY
The Cone Company, Inc. P. O. Box 230549 Montgomery AL 36123-0549	FAX (A/C, No): (334) 272-4795 E-MAIL ADDRESS: SCone@theconeco.com	Middlesex Insurance Company Montgomery AL 36116
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 00000199		

INSURED

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

LOAN NUMBER	POLICY NUMBER
	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
2/2/2022	2/2/2023	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

§36-12-40 (and grounds outlined therein)§36-1

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Comprehensive Full Replacement		1,000
Collision Full Replacement		1,000
Bodily Injury Combined Single Limit	1,000,000	
Medical Payments	10,000	
Uninsured/Underinsured Motorist Combined Single Limit	1,000,000	

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

	MORTGAGEE		ADDITIONAL INSURED
X	LOSS PAYEE		

LOAN #

AUTHORIZED REPRESENTATIVE

Sonny Cone/JENNP

ACORD 27 (2009/12)
INS027 (200912).02
The ACORD name and are marks of ACORD
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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.

Sterling F. Stoudenmire, IV	Chief Operating Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

25 – Compliance with Alabama Public Service Commission Requirements

The Applicant has attached a letter regarding the verification of the Applicant's compliance with Alabama Public Service Commission requirements for motor carriers.

BALCH
& BINGHAM LLP

JAMES M. EDWARDS
t: (334) 269-3121
f: (866) 230-9971
e: jedwards@balch.com

December 27, 2022

James W. Wilson, III
Jim Wilson & Associates, LLC
2660 EastChase Lane, Suite 100
Montgomery, AL 36117

Re: BSWMC, LLC Requirement for Registration with Alabama Public Service Commission

Dear Jim:

The question has been raised as to whether or not BSWMC will be required to register with and obtain a transportation license from the Alabama Public Service Commission.as part of its licensing requirements with the Alabama Cannabis Commission. We have spoken with personnel at the APSC as well as researched the pertinent Alabama Code sections dealing with interstate and intrastate licensing requirements to haul products in Alabama.

The ultimate answer to this question depends on certain facts including on whether or not BSWMC is hauling its own products or that of others and whether or not it is using its own vehicles. Our review is based upon the information provided as follows. BSWMC will transport only products owned by BSWMC. The transportation will be in vehicles owned or rented by BSWMC. The applicable Alabama Code Sections can be found in Title 37. In order to be regulated by the APSC for the transportation of goods, a company must be classified as a "common carrier or a "contract carrier"". By definition a "common Carrier" is anyone who transports property for the general public by motor vehicle for compensation. (*Alabama Code Section* 37-3-2). A "contract carrier" is one who transports goods pursuant to a special contract for compensation. Based upon the intent of BSWMC, it is not transporting goods for the general public or pursuant to a special contract for compensation.

Also, pursuant to *Alabama Code* Section 37-3-4, BSWMC should be exempt so long as it is hauling goods that it owns in vehicles to which it owns legal title.

The foregoing was further confirmed in our conversation with a representative of the APSC.

Based upon the foregoing, we consider BSWMC to be exempt from registration and licensing with the Alabama Public Service Commission. This opinion is limited to the facts set forth herein and may be relied upon only by the addressee herein.

Sincerely,

James M. Edwards

JME:sts

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

26 – Commercial Driver's License

To the extent that the Applicant intends to operate a vehicle that requires a Commercial Driver's License, documentation demonstrating that proposed drivers are properly trained and licensed. The Applicant must verify that all vehicles and drivers have the requisite training and shall maintain compliance with all federal, state, and local laws applicable to them at all times while employed as a driver.

Exhibit 26 is not applicable to the Applicant.

Remainder of page intentionally left blank.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

27 – Fleet Summary

The Applicant must provide a Fleet Summary showing the make, model, VIN number, license plate number, and specifications of all vehicles proposed for the secure transport of cannabis or medical cannabis including, but not limited to, the design and specification of all areas in which cannabis or medical cannabis is to be stored.

The Applicant's fleet of delivery vehicles will include:

Vehicle 1:

Make:	Model:	Year:	Color:
§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)		
Vin Number:		**AL Registration Number:**	
§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)			
Vehicle Specifications/Details:			
§36-12-40 (and grounds outlined therein)§36			

Vehicle 2:

Make:	Model:	Year:	Color:
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Vin Number:		**AL Registration Number:**	
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Vehicle Specifications/Details:			
§36-12-40 (and grounds outlined therein)§36-			

Vehicle 3:

Make:	Model:	Year:	Color:
	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)		

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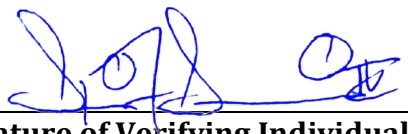
Vehicle Specifications/Details:	
§36-12-40 (and grounds outlined therein)§36-	

Once the Applicant recieves a license from the Commission each Secure Transport Vehicle will be modified with the appropriate security measures satisfy the regulations and maintain safety for our employees and all medical cannabis being transported. Specifications on modifications made to the vehicle will be made availabe to the Commission upon licensure.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

28 – Care and Maintenance of Vehicles

The Applicant's Security Director will make sure that all staff is properly trained and certified as deemed appropriate to perform preventive maintenance on the vehicles and will document all maintenance related activities.

Drivers

The drivers must be certified according to Alabama State laws including 538 x 7.00 AMCC Regulation of Secure Transporters. Drivers must know the proper starting, shifting, and braking procedures to extend the life of the vehicle and must be vigilant in reporting his/her observations. No vehicle should be sent into service low on oil, antifreeze, automatic transmission, or power steering fluid. Unsealed batteries and windshield washer fluid must also be checked and filled. Drivers should be alert for unusual noises, low tires, noisy or poor brakes, and clutch adjustments.

Additionally, no vehicle should be allowed to complete a cannabis delivery without verifying that all security and recording devices are in good working order.

All drivers should be completely familiarized with the vehicles including driver controls, AMCC Security requirements, routes, and manifests. Drivers should be trained to recognize unusual noises and describe basic mechanical problems to the supervisor and/or mechanic.

Fleet Vehicles

The Applicant's fleet of delivery vehicles will include:

1. 2015 Chevy Suburban
2. 2022 Ford Explorer
3. 2022 Ford Explorer

Each vehicle will be modified to include the following transport and security equipment:

- GPS Tracking and Monitoring system that reports to the Applicant's Security Center

- Locks and Alarms for the vehicle to include but not be limited to the:
    - Rear Cargo area
    - Doors
    - Passenger area
- Panic/Duress/Hold up alarm
- Communication access that includes 911
- Rear cargo transport area that cannot be accessed via the transport personnel while driving the vehicle.
- Rear cargo area that has the ability to secure and separate unique deliveries to multiple locations.
- Vehicle dashboard, Rear Cargo Area and Exit Door audio/video recording devices.
    - Devices must not be able to be tampered with;
    - Devices must notify Security Center if removed; and
    - Lighting and resolution that allows individuals to be clearly identified that matches all other recording device requirements.

<u>Preventative Maintenance Inspections & Services</u>

Vehicle and component manufacturers manuals are an important part of the vehicle maintenance plan as they define specific maintenance intervals and provide critical information when the maintenance work is to be performed.

Preventive maintenance (PM) inspections and scheduled services shall follow the recommended intervals by the individual vehicle manufacturers.

Documentation

Preventive maintenance (PM) inspections and scheduled services should be performed and documented according to a proper schedule. All documentation including:

- Maintenance forms
- Maintenance Logs
- Receipts
- Inspections
- Incident Reports (as applicable)
- Transfer Manifests
- Trip logs

Shall be kept through the life of the vehicle plus three years. Whenever a mechanic or tow truck is dispatched to a vehicle in service, documentation should be submitted and placed in the vehicle file. The Security Director is responsible for maintaining the vehicle documentation.

PM Inspections

Preventive maintenance (PM) inspections are basic inspections to help provide an opportunity to detect and repair damage or wear conditions before major components need repairs.

These inspections cover:

- A list of specific items to be checked
- Record repairs and the routine application of fluids
- Indicate inspection interval (i.e., daily, or weekly), and mileage
- Indicate if repair/replacement needed for an item.

Preventative maintenance inspections are an integral part of following the Company's Driver's Manual. Refer to the Driver's Manual, Appendix B – Driver's Vehicle Inspection Report when performing vehicle inspections.

Pre/Post Trip Inspections

An important aspect of preventive maintenance is the establishment of strong communication between drivers and management. An easy way to ensure and document this communication link is using the Driver's Vehicle Inspection checklist which shall be completed as a pre-trip inspection and a post-trip inspection.

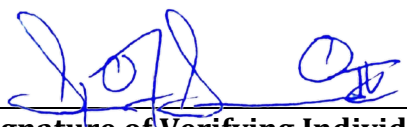
The driver should identify any defects and report them to the Security Director. All checklists are to be maintained in the vehicle's permanent file.

All employees must follow and comply with the Company's Driver's manual to uphold the care and maintenance of Company vehicles.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

29 – Route Plans

The Applicant has provided an actual route plan for its facilities:

Starting Location - §36-12-40 (and grounds outlined therein)

- Secure Transport Staff to arrive at Production Facility and follow directions outlined in Drivers Manual as referenced in Exhibit 38. All Secure Transport Drivers shall ensure they have met the requirements of AMCC regulations when verifying and preparing shipment.
- Once delivery is prepared and secured, Secure Transport Staff will verify route and follow as based on Google Maps or other widely accepted reputable mapping program, for most direct and expedient route to delivery location as recorded on the product manifest.

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ROUTE TO BE TRAVELED:

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ARRIVE AT FIRST DISPENSARY LOCATION

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ARRIVE AT FIFTH DISPENSARY LOCATION

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ARRIVE AT FINAL DESTINATION

*If any road closures or unexpected route deviations were to occur from predetermined route, secure transport staff shall contact the Security Director immediately and then document the route deviation.

Exhibit 30 – Plan for Segregation of Processes Within and Transportation Between 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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

30 – Plan for Segregation of Processes Within and Transportation Between Facilities

In alignment with the Applicant's Cannabis/Medical Cannabis Storage and Maintenance and Security Plans Cannabis at all stages of the lifecycle will be accessible only by the minimum number of necessary employees through access controls. This is accomplished by:

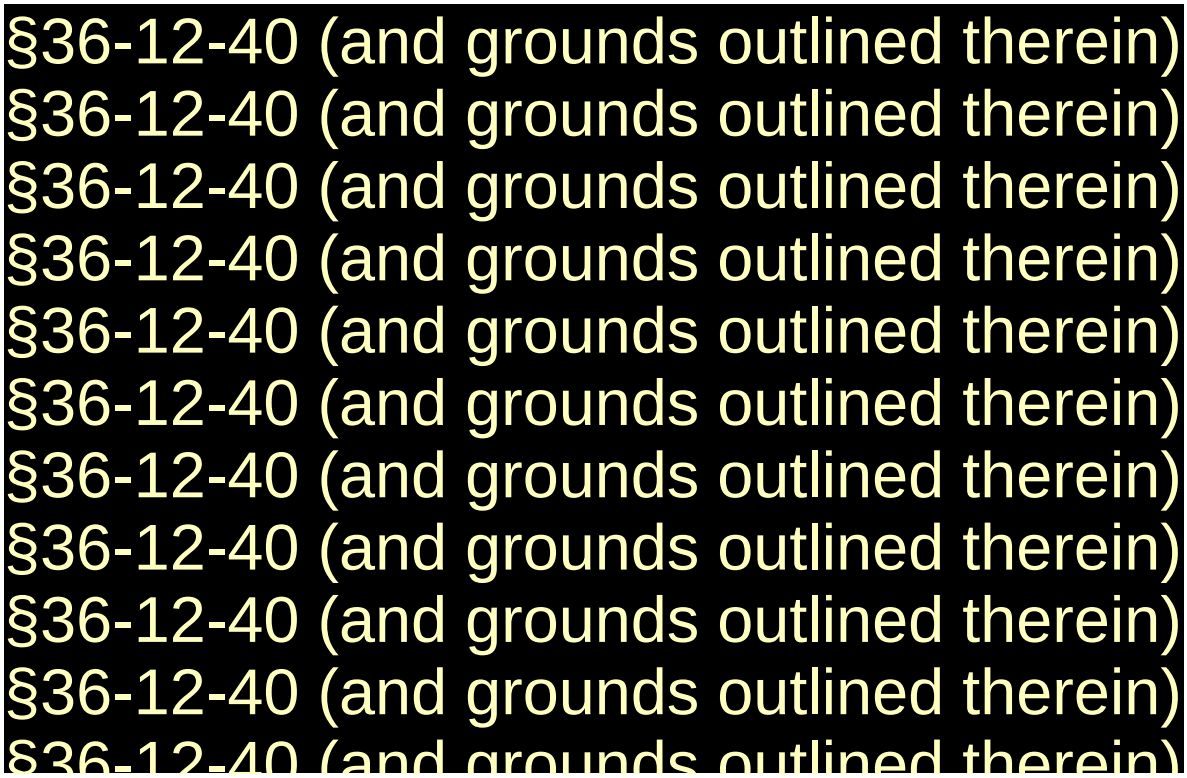
1. Clearly defining employee roles
2. Specifying access by role
3. Specifying Limited Access Areas within each facility where only badged employees are allowed (or visitors with a badged escort)
4. Further restricting access within Limited Access Areas by function:
    a. Cultivation
    b. Trim/Dry
    c. Processing
    d. Manufacturing
    e. Vault
    f. Secure Transport
    g. Dispensary
5. Tracking cannabis inventory movements in §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) and METRC

The use of the state mandated Seed to Sale Software and the accompanying plant tags, cultivation specific, package tags, product manufacturing and secure transport, transfer manifests, secure transport, and retail package tags for product received also clearly defines segregates processes from one another.

Access Control

All integrated facility and retail facility access controls will be managed by the electronic security system including door locks. Controlled by the Integrated Facilities Security Director only employees with need will be granted key card access to specific rooms and locations. All doors at the perimeter of an area that may contain cannabis plants or material will be marked "Limited Access Area", and access into that area will be controlled by the Access Control System. Key areas such as vaults, and medical cannabis and cannabis

storage areas will only be granted access as needed for the time necessary to remove or replace cannabis, medical cannabis, or cash. The Access Control grid shown below illustrates the various levels of access to functional areas by department and role. The Access Control System maintains a complete history of all access events by individual, and can be cross-referenced to the Video Monitoring system for audit and review of all personnel movements.



Processes within and between Facilities: Activities and Movements

The Production Facility is divided into functional areas as described above. Activities or Movements between areas of the facility will be tracked in both the §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) ERP platform and METRC in accordance with procedures for each activity/movement. The key events that trigger a tracking entry, include those shown in the table below. The Tracking Entries in METRC record the movement/transfer, employee making the transfer, the location, waste, consolidation, sender and recipient. Further, the §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) ERP system records additional information about each movement or activity including costing, ingredients, quality assurance and more.

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Cultivation

The Applicant will construct greenhouses on the premises. The greenhouses will be enclosed, permanent structures to plant, grow, and harvest medical cannabis. No cultivation will be outdoors or directly in the ground. Medical cannabis will be grown in containers for individual plants or batches and each plant will be clearly identified and

traceable. Each plant or batch of cannabis plant will be cultivated in an individual receptacle containing soil or growing media. The greenhouse will use §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§

products will be properly marked with state mandated Seed to Sale software package tags to identify them as they move through the product manufacturing life cycle process. These tags clearly identify the medical cannabis product packages and their locations throughout the Integrated Facility.

Secure Transport

All cannabis products will be transported in §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) transportation vehicle. This §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)§36-12-40 Cannabis and/or medical cannabis and containers holding the same must not be visible or recognizable outside the secure transport vehicle.

Cannabis and/or medical cannabis shall be §36-12-40 (and grounds outlined therein) that are not accessible to transport personnel during transit. Each §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein §36-12-40 (and grounds outlined therein)§36-12-40 (a

Containers used in the transportation of Cannabis and/or medical cannabis shall be standard issue containers designed to protect the cannabis or medical cannabis products being transported but shall not be marked with Applicant name, logo or other identifier that may alert or identify that medical cannabis and cannabis product are being transported.

Each designated secure transporter employee otherwise handling cannabis or medical cannabis products for the Applicant will be registered as a medical cannabis establishment employee and have a driver's license in good standing issued by the Alabama Registry of Motor Vehicles for all classes of vehicle the secure transporter employee will operate for the Applicant prior to transporting or otherwise handling cannabis and medical cannabis products.

Our §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined when transporting cannabis or delivering cannabis or medical cannabis and shall produce his or her §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) to the Commission or law enforcement officials upon request.

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Prior to transport, the manifest will be securely transmitted to the Destination Facility by email.

Upon arrival at the Destination Facility, §36-12-40 (and grounds outlined therein) at the Destination Facility shall compare the manifest produced by the Transportation Agents to the copy transmitted by email. This manifest must include:

- The originating Facility name, address, and registration number;
- The names and registration numbers of the secure transport agents who transported the cannabis products;
- The name and registration number of the Cannabis Facility Employee who prepared the manifest;
- The destination facility name, address, and registration number;
- A description of the cannabis products being transported, including the weight and form or type of product;
- The mileage of the transporting vehicle at departure from originating Cannabis Facility and mileage upon arrival at DF, as well as mileage upon return to the Secure Transporter Base;
- The date and time of departure from originating Cannabis Facility and arrival at DF for each transportation;
- A signature line for the cannabis facility agent who receives the marijuana products;
- The weight and inventory before departure and upon receipt;
- The date and time that the transported products were re-weighed and re-inventoried;

- The name of the Cannabis Facility employee at the DF who re-weighed and re-inventoried products; and
- The vehicle make, model, and license plate number.

The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed.

Each container of cannabis being transported shall be labeled with the following information:

- Metrc Bar Code
- The batch number(s) or plant tag number(s)
- The contracting licensee
- Facility of origin
- The type of product
- The date of harvest and/or processing and packaging, as applicable
- The date of the last State Testing Laboratory approval

Retail

All incoming cannabis to the Applicant's Secure Transport or Retail facilities shall be accompanied by the secure transporter's manifest and digitally coded using a QR code to identify the following key information:

- Cultivator Name & License Number
- Cultivator Facility Address
- Plant Tag Identification Number/Batch Number or Package Number as appropriate and provided by the mandated statewide Seed to Sale tracking software
- Date of Harvest
- Date of State Testing Laboratory's COA

The Applicant's retail facilities are responsible to receive shipments and ensure proper storage from our Integrated Facility via our wholly owned licensed secure transporter license. All integrated facility, secure transport and retail facilities storage procedures will

comply with all legal security requirements, recognize that cannabis must be stored under appropriate temperatures and conditions to preserve its identity, strength, quality, and purity; and protect against physical, chemical, and microbial contamination.

In addition to any inventory and/or tracking requirements specified by the Commission, The Applicant will utilize §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein), a reliable industry proven ERP system based on Sage X3 ERP. This ERP platform has fully integrated seed-to-sale modules for Cultivation, Processing, Quality Assurance, Manufacturing, Distribution and Financials to document and track every aspect of our cannabis operation. This electronic inventory management system is the foundation of the Applicant's real-time inventory management program. It is fully integrated with Metrc to ensure efficient movement of information to/from Metrc on an automated basis, and allow for full reconciliation as well. See attachment (identified as "§36-12-40 (and grounds outlined therein)§36-12-40 (and [redacted]").

CannaBusinessERP will allow us to keep a real-time electronic inventory of all cannabis: awaiting testing, in production, final form, final tested packaged and labeled cannabis products; and all damaged, defective, expired, or contaminated Cannabis and Cannabis products awaiting disposal.

At the Dispensaries, Applicant will utilize the [redacted] POS software (see attachment identified as "§36-12-40 (and grounds outlined therein)§36-12-4") and will integrate with the mandated Seed to Sale Software system, Metrc. Upon receipt of product from Secure Transporter's all products will be matched with the manifest and received into the Retail facilities POS and State Mandated Seed to Sale system, Metrc. All products will be properly marked with state mandated Seed to Sale software package tags to identify them as they move through the retail life cycle process. These tags clearly identify the medical cannabis product packages and their locations throughout the retail facility.

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.

Sterling F. Stoudenmire IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

Production Facility (Union Springs)

31.1 – The facility name and type

Facility Name: Union Springs Medical Cannabis Cultivation and Processing Facility ("Production Facility")

Facility Type: Integrated Facility

31.2 – Physical address and GPS Coordinates of the Facility

Physical address: 155 Hicks Drive, Union Springs, AL 36089

GPS Coordinates: 32°08'02.59"N 85°42'08.98"W

31.3 – Aerial Photograph of Facility

31.4 – Proof of Local authorization for the applicant to occupy the property where the facility is proposed to be located

The Applicant leases the property from a member of the Ownership Group. See attached lease agreement (identified as "USA Facility Lease Agreement – Attachment to Exhibit 31, Section 31.4")

31.5 – Local Jurisdiction Approvals

The City of Union Springs, Alabama adopted an ordinance approving the operation medical cannabis operations in said municipality. See attached copy of ordinance (identified as "Union Springs, AL Cannabis Ordinance – Attachment to Exhibit 31, Section 31.5").

Bullock County, Alabama adopted an ordinance that authorizes the operation of medical cannabis operations within Bullock County. See attached copy of ordinance (identified as "Bullock County, AL Cannabis Ordinance – Attachment to Exhibit 31, Section 31.5").

The City of Union Springs, Alabama has also provided a Plan to Remain Compliant with Local Zoning for the Applicant. See attached copy of the letter (identified as "Union Springs Plan to Remain Compliant with Local Zoning - Attachment to Exhibit 31, Section 31.5")

§36-12-40 (and grounds outlined therein)§
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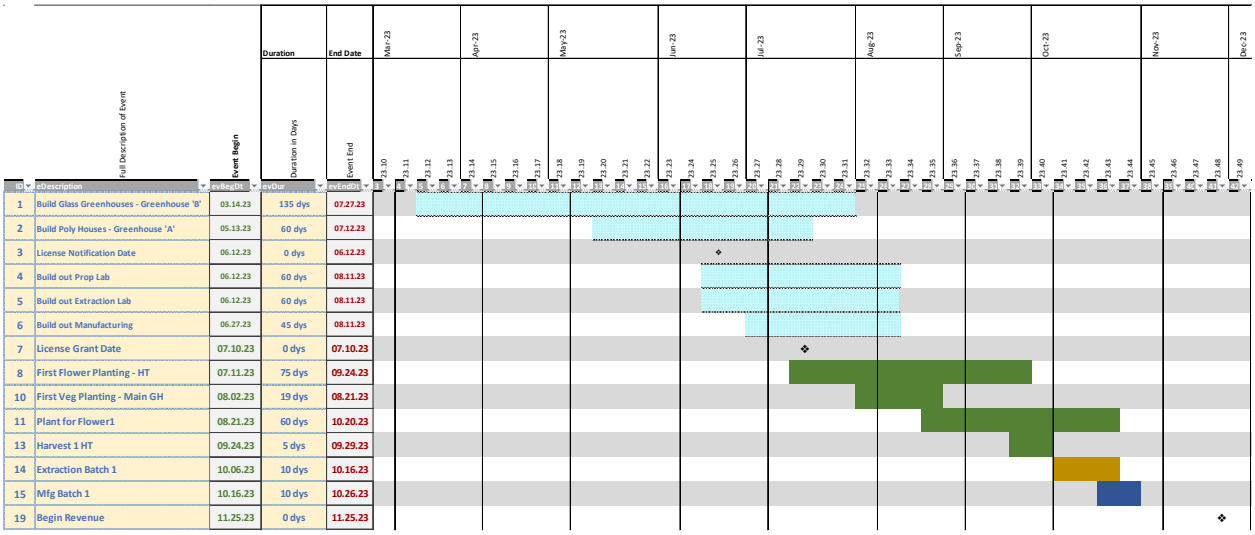
§36-12-40 (and grounds outlined therein)§

31.7 – Facility Timeline

The Applicant expects the construction of the Cultivation and Product Manufacturing facility located in Union Springs, including compliance with all facility requirements under the Act and the AMCC Rules, will be fully complete on or before 9/1/23. The Applicant expects that it will be able to commence operations at the Cultivation and Product Manufacturing facility immediately *upon licensure by the Commission*.

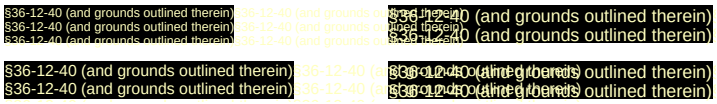
The chart below details the various build out activities at this facility:



ID	Full Description of Event	Event Begin	Duration in Days	Event End
1	Build Glass Greenhouses - Greenhouse 'B'	03.14.23	135 dys	07.27.23
2	Build Poly Houses - Greenhouse 'A'	05.13.23	60 dys	07.12.23
3	License Notification Date	06.12.23	0 dys	06.12.23
4	Build out Prop Lab	06.12.23	60 dys	08.11.23
5	Build out Extraction Lab	06.12.23	60 dys	08.11.23
6	Build out Manufacturing	06.27.23	45 dys	08.11.23
7	License Grant Date	07.10.23	0 dys	07.10.23
8	First Flower Planting - HT	07.11.23	75 dys	09.24.23
10	First Veg Planting - Main GH	08.02.23	19 dys	08.21.23
11	Plant for Flower1	08.21.23	60 dys	10.20.23
13	Harvest 1 HT	09.24.23	5 dys	09.29.23
14	Extraction Batch 1	10.06.23	10 dys	10.16.23
15	Mfg Batch 1	10.16.23	10 dys	10.26.23
19	Begin Revenue	11.25.23	0 dys	11.25.23

31.8 – Public Access to Facility and Hours of Business Operations

The Bullock County Cultivation and Product Manufacturing facility will not be open to the public. The Applicant proposes the following hours of operation for our cultivation and product manufacturing facility:



31.9 – Hours of Operation by Employees and After-Hours Contact Information

The Applicant anticipates the Cultivation and Product Manufacturing facility will be occupied by regular employees during the hours of our business operations (see 31.8 above). Security staff will be present 24 hours a day, and other employees may be required

to be on-site outside of normal business hours at any time to deal with equipment failures/issues, inclement weather conditions, or other unusual conditions.

After Hours Contact:	*Primary*	*Secondary*
Name:	§36-12-40 (and grounds outlined therein)	
Title:	§36-12-40 (and grounds outlined therein)	
Address:	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
Contact Phone Number:	§36-12-40 (and grounds outlined therein)	

Dispensary 1 (Montgomery)

31.1 – The facility name and type

Facility Name: Montgomery Medical Cannabis Dispensary

Facility Type: Dispensary

31.2 – Physical address and GPS Coordinates of the Facility

Physical address: 4834 Carmichael Road, Montgomery, AL 36106

GPS Coordinates: 32°21'36.63"N 86°13'20.52"W

31.3 – Aerial Photograph of Facility

31.4 – Proof of Local authorization for the applicant to occupy the property where the facility is proposed to be located

The Applicant leases the property from a member of the Ownership Group. See attached lease agreement (identified as "MGM Facility Lease Agreement – Attachment to Exhibit 31, Section 31.4")

31.5 – Local Jurisdiction Approvals

The City of Montgomery, Alabama adopted an ordinance approving the operation cannabis operations in said municipality. See attached copy of ordinance (identified as "Montgomery, AL Cannabis Ordinance – Attachment to Exhibit 31, Section 31.5").

The City of Montgomery, Alabama has provided the Applicant a Zoning Approval letter advising that the property is in B-3 zoning which permits a medical cannabis dispensary (identified as "Montgomery, AL Zoning Approval Letter - Attachment to Exhibit 31, Section 31.5")

§36-12-40 (and grounds outlined therein)§
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§36-12-40 (and grounds outlined therein)§

31.7 – Facility Timeline

Build out (Tenant Improvements) & Opening

Scheduled Build Out: 7/12/23 to 9/10/23

Scheduled Opening Date: 10/26/23 [dependent on initial product availability]

31.8 – Public Access to Facility and Hours of Business Operations

The Applicant's proposed dispensaries will be open to the public during the following hours of operation, (subject to subsequent local zoning or building restrictions):

Monday – Friday	8:00 a.m. – 7:00 p.m. CT
Saturday	8:00 a.m. – 7:00 p.m. CT
Sunday	10:00 a.m. – 6:00 p.m. CT

31.9 – Hours of Operation by Employees and After-Hours Contact Information

The Applicant's expects proposed dispensaries will be occupied by employees for up to 1 hour prior to opening, and 2 hours following closure depending on the tasks required to complete the closing process.

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

After Hours Contact:	*Primary*	*Secondary*
Name:	§36-12-40 (and grounds outlined therein)	
Title:	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
Address:	§36-12-40 (and grounds outlined therein)	
	§36-12-40 (and grounds outlined therein)	
Contact Phone Number:	§36-12-40 (and grounds outlined therein)	

Dispensary 2 (Greenville)

31.1 – The facility name and type

Facility Name: Greenville Medical Cannabis Dispensary

Facility Type: Dispensary

31.2 – Physical address and GPS Coordinates of the Facility

Physical address: 631 Willow Lane, Greenville, AL 36037

GPS Coordinates: 31°50'58.44"N 86°38'38.94"W

31.3 – Aerial Photograph of Facility

31.4 – Proof of Local authorization for the applicant to occupy the property where the facility is proposed to be located

The Applicant leases the property from a member of the Ownership Group. See attached lease agreement (identified as "GRN Facility Lease Agreement – Attachment to Exhibit 31, Section 31.4")

31.5 – Local Jurisdiction Approvals

The City of Greenville, Alabama adopted an ordinance authorizing the operation of dispensing sites within its corporate limits. See attached copy of ordinance (identified as "Greenville, AL Cannabis Ordinance – Attachment to Exhibit 31, Section 31.5"). The City of Greenville, AL has provided the Applicant with a Zoning Approval Letter confirming approval of this location for a Dispensary in accordance with local zoning (identified as " Greenville, AL Zoning Approval Letter - Attachment to Exhibit 31, Section 31.5")

§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§

31.7 – Facility Timeline

Build out (Tenant Improvements) & Opening

Scheduled Build Out: 9/10/23 to 11/09/23

Scheduled Opening Date: 11/09/23

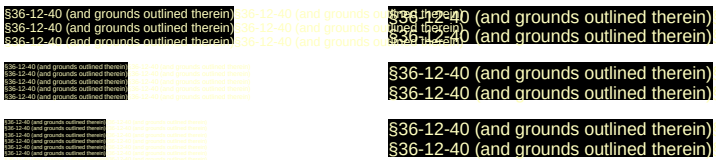
31.8 – Public Access to Facility and Hours of Business Operations

The Applicant's proposed dispensaries will be open to the public during the following hours of operation, (subject to subsequent local zoning or building restrictions):

Monday – Friday	8:00 a.m. – 7:00 p.m. CT
Saturday	8:00 a.m. – 7:00 p.m. CT
Sunday	10:00 a.m. – 6:00 p.m. CT

31.9 – Hours of Operation by Employees and After-Hours Contact Information

The Applicant's expects proposed dispensaries will be occupied by employees for up to 1 hour prior to opening, and 2 hours following closure depending on the tasks required to complete the closing process.



After Hours Contact:	*Primary*	*Secondary*
Name:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Title:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Address:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Contact Phone Number:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)

Dispensary 3 (Daphne)

31.1 – The facility name and type

Facility Name: Daphne Medical Cannabis Dispensary

Facility Type: Dispensary

31.2 – Physical address and GPS Coordinates of the Facility

Physical address: 9797 Timber Circle, Daphne, AL 36527

GPS Coordinates: 30°40'22.16"N 87°51'12.72"W

31.3 – Aerial Photograph of Facility

31.4 – Proof of Local authorization for the applicant to occupy the property where the facility is proposed to be located

The Applicant leases the property from a member of the Ownership Group. See attached lease agreement (identified as "DAP Facility Lease Agreement – Attachment to Exhibit 31, Section 31.4")

31.5 – Local Jurisdiction Approvals

The City of Daphne, Alabama adopted an ordinance authorizing the operation of dispensing sites within its corporate limits. See attached copy of ordinance (identified as "Daphne, AL Cannabis Ordinance – Attachment to Exhibit 31, Section 31.5) See attached copy of Zoning Letters from Daphne, AL Community Development (identified as "Daphne, AL Zoning Letter - Attachment to Exhibit 31, Section 31.5" and "Daphne, AL Verification Letter - Attachment to Exhibit 31, Section 31.5")

§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§

31.7 – Facility Timeline

Build out (Tenant Improvements) & Opening

Scheduled Build Out: 11/9/23 to 01/08/24

Scheduled Opening Date: 01/08/24

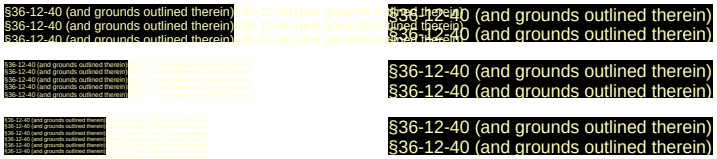
31.8 – Public Access to Facility and Hours of Business Operations

The Applicant's proposed dispensaries will be open to the public during the following hours of operation, (subject to subsequent local zoning or building restrictions):

Monday – Friday	8:00 a.m. – 7:00 p.m. CT
Saturday	8:00 a.m. – 7:00 p.m. CT
Sunday	10:00 a.m. – 6:00 p.m. CT

31.9 – Hours of Operation by Employees and After-Hours Contact Information

The Applicant's expects proposed dispensaries will be occupied by employees for up to 1 hour prior to opening, and 2 hours following closure depending on the tasks required to complete the closing process.



Dispensary 4 (Enterprise)

31.1 – The facility name and type

Facility Name: Enterprise Medical Cannabis Dispensary

Facility Type: Dispensary

31.2 – Physical address and GPS Coordinates of the Facility

Physical address: 805 E. Lee Street, Bldg. A, Enterprise, AL 36330

GPS Coordinates: 31°19'34.60"N 85°50'34.98"W

31.3 – Aerial Photograph of Facility

31.4 – Proof of Local authorization for the applicant to occupy the property where the facility is proposed to be located

The Applicant leases the property from a member of the Ownership Group. See attached lease agreement (identified as "ENT Facility Lease Agreement – Attachment to Exhibit 31, Section 31.4")

31.5 – Local Jurisdiction Approvals

The City of Enterprise, Alabama adopted an ordinance authorizing the operation of dispensing sites within its corporate limits. See attached copy of ordinance (identified as "Enterprise, AL Cannabis Ordinance – Attachment to Exhibit 31, Section 31.5").

The City of Enterprise, Alabama has provided Applicant a letter confirming that current zoning allows a medical cannabis dispensary in zone B-1 where the facility is located (identified as "Enterprise AL Zoning Confirmation Letter - Attachment to Exhibit 31, Section 31.5").

§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§

31.7 – Facility Timeline

Build out (Tenant Improvements) & Opening

Scheduled Build Out: 01/08/24 to 03/08/24

Scheduled Opening Date: 03/08/24

31.8 – Public Access to Facility and Hours of Business Operations

The Applicant's proposed dispensaries will be open to the public during the following hours of operation, (subject to subsequent local zoning or building restrictions):

Monday – Friday	8:00 a.m. – 7:00 p.m. CT
Saturday	8:00 a.m. – 7:00 p.m. CT
Sunday	10:00 a.m. – 6:00 p.m. CT

31.9 – Hours of Operation by Employees and After-Hours Contact Information

The Applicant's expects proposed dispensaries will be occupied by employees for up to 1 hour prior to opening, and 2 hours following closure depending on the tasks required to complete the closing process.

Monday – Friday	7:00 a.m. – 9:00 p.m. CT
Saturday	7:00 a.m. – 9:00 p.m. CT
Sunday	9:00 a.m. – 8:00 p.m. CT

After Hours Contact:	*Primary*	*Secondary*
Name:	Larry Dawdry	TBD
Title:	Security Director	General Manager
Address:	73 West Railroad Avenue Union Springs, 36089	
Contact Phone Number:	(386) 623-4222	

Dispensary 5 (Troy)

31.1 – The facility name and type

Facility Name: Troy Medical Cannabis Dispensary

Facility Type: Dispensary

31.2 – Physical address and GPS Coordinates of the Facility

Physical address : 1106 Highway 231, Troy, AL 36081

GPS Coordinates: 31°47'03.07"N 85°57'30.93"W

31.3 – Aerial Photograph of Facility

31.4 – Proof of Local authorization for the applicant to occupy the property where the facility is proposed to be located

The Applicant leases the property from a member of the Ownership Group. See attached lease agreement (identified as "TRY Facility Lease Agreement – Attachment to Exhibit 31, Section 31.4")

31.5 – Local Jurisdiction Approvals

The City of Troy, Alabama adopted an ordinance authorizing the operation of dispensing sites within its corporate limits. See attached copy of ordinance (identified as "Troy, AL Cannabis Ordinance – Attachment to Exhibit 31, Section 31.5")

The City of Troy, Alabama has provided Applicant with a Zoning Confirmation letter. See attached copy of the letter (identified as "Troy, AL Zoning Confirmation Letter - Attachment to Exhibit 31, Section 31.5")

§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§
§36-12-40 (and grounds outlined therein)§

31.7 – Facility Timeline

Build out (Tenant Improvements) & Opening

Scheduled Build Out: 03/08/24 to 05/07/24

Scheduled Opening Date: 05/07/24

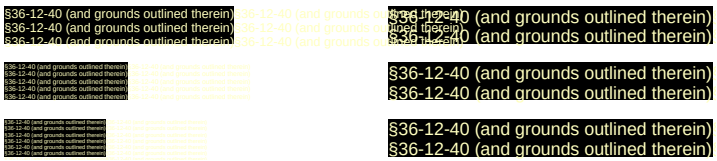
31.8 – Public Access to Facility and Hours of Business Operations

The Applicant's proposed dispensaries will be open to the public during the following hours of operation, (subject to subsequent local zoning or building restrictions):

Monday – Friday	8:00 a.m. – 7:00 p.m. CT
Saturday	8:00 a.m. – 7:00 p.m. CT
Sunday	10:00 a.m. – 6:00 p.m. CT

31.9 – Hours of Operation by Employees and After-Hours Contact Information

The Applicant's expects proposed dispensaries will be occupied by employees for up to 1 hour prior to opening, and 2 hours following closure depending on the tasks required to complete the closing process.



After Hours Contact:	*Primary*	*Secondary*
Name:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Title:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Address:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Contact Phone Number:	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)

All Facilities

Additional Notes on Exhibit 31

The information contained in this exhibit is based on the best available knowledge to the applicant at the time of submission. The applicant will update and amend any information in this exhibit that may change.
The applicant does not propose any additional facilities.

The attachments that follow are organized by Facility, then Section number.

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ATTACHMENTS

Production Facility

Union Springs

COMMERCIAL LEASE AGREEMENT

Physical address: 155 Hicks Drive, Union Springs, AL 36089
GPS Coordinates: 32°08'02.59"N 85°42'08.98"W

THIS COMMERCIAL LEASE AGREEMENT (this **"Lease")** is made and entered into as of this ____ day of December, 2022 (the **"Effective Date"),** by and between §36-12-40 (and grounds outlined therein) an Alabama limited liability company **("Landlord"),** and **BSWMC, LLC,** an Alabama limited liability company **("Tenant").**

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 – LEASED PREMISES

1.1 Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter stated, the entire property defined as the "Premises" in Section 1.2.

1.2 Premises Defined. The property to be leased (the **"Premises")** is comprised of the following: controlling

All land, structures, and improvements owned by Landlord and located 155 Hicks Drive, Union Springs, AL 36089, including approximately 4.34 acres +/- of land and 8,700 +/- square feet of covered space, as more particularly described on Exhibit A-1 attached hereto.

1.3. Condition of Premises. Tenant agrees to accept possession of the Premises in their present condition at the Commencement Date (as defined in Section 2.1 below); provided that Landlord represents and warrants, as of the Commencement Date and until the first anniversary thereof, that Landlord has fee¬ simple title to the Premises and has the authority to enter into and perform this Lease in accordance with its provisions without joinder or consent of any other party. Other than as may be expressly provided in this Lease, Landlord has made no representations or warranties to Tenant regarding the physical condition of the Premises and hereby expressly disclaims all representations and warranties, express, implied or statutory, with respect to the Premises and any and all leasehold improvements and fixtures contained therein. Tenant hereby acknowledges that it has inspected the Premises and, except as otherwise provided in Exhibit A-2, Tenant shall accept the same in its "AS IS" "WHERE IS" condition "WITH ANY AND ALL FAULTS AND DEFECTS".

1.4. Early Possession. Tenant may enter the Premises for a period of thirty (30) days prior to the Commencement Date (the **"Early Possession Period")** for purposes of installing Tenant's equipment and racking and stocking of inventory and provided such occupancy does not interfere with Landlord's completion of any work **("Early Possession").** The obligation to pay Base Rent or any other Rent shall be abated for the Early Possession Period; provided, however, that Tenant shall, within thirty (30) days after demand therefor (together with supporting invoices), reimburse Landlord for the cost of any utilities consumed by Tenant in connection with its Early Possession. All other terms of this Lease, however, including, but not limited to, the obligation to carry the insurance required by this Lease, shall be in effect during the Early Possession Period. Such Early Possession shall not change the Expiration Date of the Lease Term. Tenant shall not conduct business at the Premises prior to the Commencement Date.

ARTICLE 2 –TERM, RENT AND USE

2.1 Lease Term.

(a) The term of this Lease will begin on the earlier of (the "**Commencement Date**"): (a) the date that Landlord tenders possession of the Premises to Tenant with Landlord's Work Substantially Completed, (b) the date Tenant opens for business from the Premises, or (c) June 1, 2023, and shall expire at 11:59 p.m. local Union Springs, Alabama time on the last day of the sixtieth (60th) complete calendar month from and after the Commencement Date ("**Initial Term**"). Upon the request of either party, the Commencement Date and expiration of the Initial Term shall be confirmed in writing, signed by Landlord and Tenant as provided on Exhibit C attached hereto. The Initial Term together with any exercised Renewal Terms shall be referred to herein collectively as the "Lease Term". Anything in this Lease to the contrary notwithstanding, if Landlord is unable to deliver possession to Tenant by the Commencement Date or by any other particular date, (i) the validity of this Lease shall not be affected or impaired thereby, (ii) Landlord shall not be deemed in default hereunder or be liable for damages therefor, and (iii) Tenant shall accept possession of the Premises when Landlord delivers possession thereof to Tenant, and the Term shall not commence until Landlord tenders possession of the Premises to Tenant. If Landlord is delayed in the Substantial Completion of the Premises, initial improvements, and the Landlord's Work (as defined by Exhibit A-2) to the Premises as a result of any delay caused, in whole or in part, by the Landlord, the Commencement Date will be extended by the number of days solely attributable to the Landlord. Landlord shall be deemed to have tendered possession of the Premises to Tenant upon the giving of notice by Landlord to Tenant stating that the Premises are vacant, and in the conditions required by this Lease.

(b) Provided Tenant is not in default under this Lease and is open in a fully staffed and fixtured condition, Tenant will have the option to renew this Lease for two (2) additional, successive periods of five (5) years each (each, a "**Renewal Term**" and collectively, the "**Renewal Terms**"). Tenant may exercise its option to renew the Lease by giving the Landlord written notice of the exercise of such intent to renew at least nine (9) months prior to the expiration of the Initial Term or the applicable Renewal Term. All of the terms and conditions of this Lease will be applicable during each Renewal Term, except that the Base Rent (as specified in Section 2.2 below) will be one hundred two and one-half percent (102.5%) of the Base Rent in effect at the expiration of the then current Lease Term (assuming no abatement, allowance or other concession) for the first (1st) year of such Renewal Term and continuing at a two and one-half percent (2.5%) increases per year thereafter (assuming no abatement, allowance or other concession). Tenant's failure to timely provide notice of its intent to renew shall constitute its unconditional waiver of all Renewal Terms. No abatements, allowances or other concessions applicable during any period prior to the subject Renewal Term, if any, shall apply during either Renewal Term unless expressly agreed in writing by Landlord, it being understood and agreed that the exercise of any Renewal Term shall constitute as Tenant's waiver of any abatement, allowance, concession or any other right to reduced rent that Tenant might then be entitled.

2.2 Rent. As rental for this Lease and use of the Premises, Tenant covenants and agrees to pay Landlord, or Landlord's assigns, at the address of Landlord set forth herein, without demand, deduction, abatement, or setoff, base rental ("**Base Rent**") in equal monthly installments, as follows:

Lease Month	Annual Base Rent Rate per Square Foot of Covered Space	Monthly Installment of Base Rent
1-12	§36-12-40 (and grounds outlined therein)	
13-24	§36-12-40 (and grounds outlined therein)	
25-36	§36-12-40 (and grounds outlined therein)	
37-48	§36-12-40 (and grounds outlined therein)	
49-60	§36-12-40 (and grounds outlined therein)	

*As used herein, the term "**Lease Month**" shall mean each calendar month during the Lease Term (and if the Commencement Date does not occur on the first (1st) day of a calendar month, the period from the Commencement Date to the first (1st) day of the next calendar month shall be included in the first (1st) Lease Month for purposes of determining the duration of the Lease Term and the pro rata installment of Base Rent rate applicable for such partial month).

The first installment of Base Rent shall be due and payable on the Commencement Date; thereafter, Base Rent shall be payable each calendar month in advance on or before the first (1st) day of each calendar month during the Lease Term. Any partial calendar month for the payment of Base Rent during the Lease Term shall be prorated based upon the actual number of days. Tenant hereby acknowledges that Tenant's late payment of Base Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by any of its lenders. In the event Base Rent for any month shall be past due beyond the fifth (5th) day of such calendar month, then in addition to the Base Rent and any interest required under Section 14.6, Tenant shall pay Landlord a late charge equal to five percent (5%) of the past due Base Rent. Tenant and Landlord hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Landlord's acceptance of such late charge shall in no event constitute a waiver of Tenant's Event of Default under Article 14 with respect to such overdue amount or prevent Landlord's exercise of any of its other rights and remedies granted under this Lease. Notwithstanding the foregoing, the late fee referenced above shall not be charged with respect to the first occurrence (but not any subsequent occurrence) during any calendar year that Tenant fails to make payment when due, until five (5) days after Landlord delivers written notice of such delinquency to Tenant.

Base Rent and all other sums that become due and payable under this Lease to Landlord (collectively, "**Rent**") shall be paid in such coin or currency of the United States of America as at the time shall be legal tender for the payment of public and private debts, to the address of Landlord set forth in Article 17 below or via Automatic Clearing House ("ACH") payments, or at such place or to such agent or person as Landlord from time to time may designate. In the event that any check, draft, or other payment given by Tenant to Landlord is dishonored for any reason, Tenant agrees to pay Landlord a service charge in the amount of $250.00 for the first such dishonored payment and $250.00 for each additional dishonored payment, in addition to any other penalties or late charges under this Lease. Unless a shorter time period is specified in this Lease, all payments of miscellaneous Rent charges hereunder (that is, all Rent other than Base Rent) shall be due and payable within thirty (30) days following Landlord's delivery to Tenant of an invoice therefor.

2.3 Use of Premises; Environmental Compliance.

(a) Use. The Premises shall be used only for the cultivation of cannabis; processing of cannabis into medical cannabis, including proper packaging and labeling of medical cannabis products; dispensing and selling medical cannabis only in accordance with applicable state statutes and regulations; transporting cannabis or medical cannabis between its facilities; selling or transferring medical cannabis to a dispensary and associated administrative functions (collectively, the "**Permitted Use**") and for no other

use or purpose without Landlord's prior written consent thereto, which consent shall not be unreasonably withheld by Landlord. Tenant shall, at Tenant's sole cost and expense, obtain any and all licenses and permits necessary for any Permitted Use. Tenant shall not do or permit any act or thing on the Premises which (i) violates any applicable law or condition of the insurance coverages described in Section 5.3, (ii) might impair the value or usefulness of the Premises, or (iii) constitutes a public or private nuisance or waste.

(b) Tenant's Compliance with Environmental Laws. Tenant covenants, warrants and represents that it shall not use, generate, place, store, release or otherwise dispose of, nor permit any of the Tenant Parties (as hereinafter defined) to use, generate, place, store, release or otherwise dispose of, any Hazardous Materials in, on, under or about the Premises except that ordinary and necessary quantities of lawful cleaning and office supplies may be kept and used in the Premises in a safe and lawful manner provided that same are kept, stored, used and disposed of solely for the purpose intended and in strict compliance with all applicable Environmental Laws. Tenant agrees to promptly investigate, clean up, remove or remediate any and all Hazardous Materials in compliance with the requirements of any and all environmental protection laws, rules, regulations, orders and requirements, including, but not limited to, those pertaining to the handling, generating, treating, storing or disposing of any Hazardous Materials ("**Environmental Laws**") at any time related or introduced in, on, under, from or about the Premises or any adjacent properties by Tenant, its successors or assigns, or its or their subtenants or licenses, or any of its or their contractors, agents, servants, employees or invitees (collectively, "**Tenant Parties**"); provided however that should a release or discharge by Tenant become comingled with any other Hazardous Materials on the Premises, Tenant's obligation shall be limited to reimbursing Landlord for the reasonable costs of a removal or remediation that Landlord shall have incurred, if such removal or remediation is actually conducted by Landlord, and then only to the extent those costs are increased by the release or discharge by Tenant. Landlord shall have the right to periodically inspect and otherwise investigate the Premises for the presence of Hazardous Materials, provided however that such inspections and investigations do not materially and adversely interfere with the operations of Tenant. If Tenant discovers a release or discharge of Hazardous Materials in, at or upon the Premises or violation of Environmental Laws at the Premises, Tenant shall promptly notify Landlord in writing after obtaining such knowledge. To the fullest extent permitted by law, Tenant agrees to indemnify and hold harmless the Landlord and its property management agent, and their respective successors and assigns, and all of its and their respective officers, directors, stockholders, partners, members, managers, agents, servants and employees, from and against any and all liability, claims of liability, suits, actions, proceedings, judgments, penalties, fines, losses, damages, costs and expenses (including without limitation any and all sums paid for settlement of claims, attorneys' fees, consultants' fees and expert fees) arising from or in connection with or as the result of (i) the presence, suspected presence, use, generation, storage, release or disposal of any Hazardous Materials in, on, under, from or about the Premises, or any adjacent properties at any time caused by or as the result of any acts or omissions of the Tenant or any of the other Tenant Parties, or (ii) any repair, cleanup, removal, remediation, detoxification or restoration of any such Hazardous Materials in, on, under, from or about the Premises, or any adjacent properties at any time caused by or as the result of any acts or omissions of the Tenant or any of the other Tenant Parties. For purposes of the Lease, "**Hazardous Materials**" shall mean any substance, material or waste (a) the presence of which requires special handling, storage, investigation identification, notification, monitoring or remediation under any existing or future Environmental Law, (b) which is toxic, explosive corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, (c) which is or becomes regulated by any governmental authority, or (d) the presence of which causes or threatens to cause a nuisance to the Premises or to any adjacent properties. Tenant shall have no responsibility to Landlord for any matters under Environmental Laws unless Landlord makes a claim for a specific matter within one (1) year of the expiration or earlier termination of this Lease, and any such liability by Tenant shall be limited as set forth in this section.

(c) Landlord's Representations; Landlord's Indemnification. Landlord represents and warrants to Tenant that as of the Commencement Date, to its current, actual knowledge and without any duty to investigate, all made as of the Effective Date, (i) the Premises does not presently contain any and is free of all Hazardous Materials; and (ii) Landlord has not received and is not aware of any notification from any federal, state, county or city agency or authority or any other person or entity relating to Hazardous Materials in or near the Premises or relating to a violation or alleged violation of Environmental Law with respect to the Premises or the operations thereon. Landlord agrees to indemnify, defend and hold harmless Tenant and its directors, officers, employees, agents, successors and assigns from and against any and all Claims, fines, and penalties incurred by Tenant to any third parties or to any governmental authorities, together with any and all costs and expenses incurred by Tenant in defending against said liabilities, which may be asserted against Tenant as the result of any Hazardous Materials introduced into the Premises in violation of applicable Environmental Laws by Landlord or its agents, servants or employees, provided, however, notwithstanding anything to the contrary provided herein, the Landlord shall not have any liability for any Hazardous Materials which are present or caused in whole or in part as the result of any negligence, willful misconduct or other acts or omissions of (i) Tenant or any of the other Tenant Parties, (ii) any other tenants or occupants of adjoining properties, (iii) any of Landlord's predecessors in title to the Premises or any part thereof or interest therein, or (iv) any other third parties (other than landlord's agents, servants or employees).

ARTICLE 3 – UTILITY SERVICES

Commencing upon Commencement Date, Tenant shall be responsible for the direct and timely payment of all electrical, gas, water, sewer, telephone and any other utility charges for the Premises. Tenant agrees to indemnify, defend, and hold Landlord harmless from any and all Claims associated with and otherwise relating to any utilities on or about the Premises (including, without limitation, Tenant's failure to timely pay for any such services).

ARTICLE 4 – REPAIRS AND MAINTENANCE

4.1 Landlord's Maintenance Obligations. Landlord will, at Landlord's sole cost and expense, maintain and make necessary repairs or replacements to the structural components of the Premises (including the roof, roof membrane, foundation, footings and exterior walls); *provided, however*, that Tenant shall provide Landlord written notice of the necessity of such repairs or replacements. Landlord agrees to keep the foregoing components of the Premises in good order, condition, and repair. Tenant shall promptly give Landlord written notice of any damages in the Premises subject to repair by Landlord. Notwithstanding the foregoing, if the necessity for such repairs shall have arisen from or shall have been caused by the negligence or willful acts or omissions of Tenant, its agents, concessionaires, officers, employees, licensees, customers, invitees or contractors, or by reason of Tenant's failure to perform any of its obligations under this Lease, then Landlord may make or cause the same to be made, but shall not be obligated to do so, and Tenant agrees to pay to Landlord within thirty (30) days after Landlord's demand, the actual cost of such repairs. If Tenant fails to reimburse Landlord within such 30-day period, then the amount due by Tenant will accrue interest thereon at twelve percent (12%) from the expiration of such thirty (30) day period until paid. In the event Landlord elects not to make such repairs caused by Tenant's negligent or willful acts or omissions or by reason of Tenant's failure to perform any of its obligations under this Lease, then Landlord may require Tenant to make such repairs at Tenant's sole cost and expense.

4.2 Tenant's Maintenance Obligations. Tenant will, at Tenant's sole cost and expense, be responsible for maintaining and repairing all other parts of the Premises not included within Landlord's maintenance and repair obligations, including, without limitation, the repair of doors, windows, interior walls, floors, ceiling, plumbing fixtures and lighting fixtures, parking areas, gates, conduits, electrical, plumbing, and heating, ventilation and cooling systems (collectively, "**HVAC**"), snow removal, lawn and

plant care, and fencing on the Premises. Tenant will maintain the Premises in an appropriately clean condition and in good repair and condition. Upon termination of this Lease, Tenant will surrender and deliver the Premises to Landlord in the substantially similar condition in which it existed on the Commencement Date, excepting ordinary wear and tear not caused by Tenant's negligence or intentional misconduct and any items Tenant is not obligated to repair under this Article.

4.3 Insurance Covered and Eminent Domain Damages. This Article 4 shall not apply in the case of damage or destruction by fire or other casualty which is covered by insurance maintained by Tenant on the Premises (as to which Article 5 herein below shall apply) or damage resulting from an eminent domain taking (as to which Article 12 shall apply).

ARTICLE 5 – FIRE OR OTHER CASUALTY; INSURANCE

5.1 Damage by Fire or Other Casualty. If at any time during the Lease Term the Premises or any portion thereof shall be damaged or destroyed by fire or other casualty, Landlord shall repair and reconstruct the Premises to the substantially similar condition existing immediately prior to the casualty (unless this Lease is terminated as provided herein) using the insurance proceeds received by Landlord in connection with the policies required to be maintained by Tenant in Section 5.3, and Landlord shall not be required to incur any costs, expenses, or fees greater than the amount of such proceeds. Any such costs, fees, or expenses required to restore or repair the Premises to a condition existing immediately prior to the casualty in excess of such insurance proceeds received by Landlord pursuant to this section shall be borne solely and exclusively by the Tenant and shall be paid to Landlord prior to the commencement of any such restoration or repair. In the event (i) Landlord has not commenced such repairs within thirty (30) days of receipt of insurance proceeds maintained by Tenant in Section 5.3, (ii) Landlord cannot reasonably complete the required repairs within one hundred fifty (150) days of such damage, or (iii) the cost to complete the repair of the Premises (based on Landlord's reasonable estimate, which shall be delivered to Tenant within sixty (60) days after the date of such casualty) exceeds the sum of the available insurance proceeds (plus the amount of Tenant's deductible), then Landlord or Tenant shall have the option to terminate this Lease. Further, in the event the Premises are destroyed or rendered untenantable (a) to an extent in excess of thirty-five (35%) percent of the respective floor of the building(s) located on the Premises by a casualty, or (b) the required repair and restoration could not reasonably be completed by the earlier of the date that is twelve (12) months following the date of the casualty or twelve (12) months prior to the expiration of the Initial Term or the then-applicable Renewal Term, then Landlord or Tenant may elect to terminate this Lease. Upon a termination pursuant to this section, the Lease shall terminate as of the thirtieth (30^{th}) day following such termination, and Tenant shall have no further obligations under the Lease other than obligations that accrued prior to such termination date or for any obligations accruing in relation to the occurrence of such damage. Notwithstanding anything to the contrary provided in this Lease, any obligation of Landlord hereunder to restore the Premises, shall be limited to such reconstruction as can be financed by such insurance proceeds as shall actually be received by Landlord free and clear from collection by any Holder and after deducting the cost and expense, including attorneys' fees, if any, of settling with the insurer.

5.2 Rental During Damage Period. During the period any portion of the Premises is rendered untenantable due to damage or other casualty, Rent shall abate proportionately to the extent that the Premises is unfit for the Permitted Use. If Landlord is obligated to repair and restore the Premises and the Lease is not terminated under Section 5.1 above, this Lease shall continue in full force and effect, and such repairs will be made within a reasonable time thereafter, subject to delays arising from shortages of labor or materials, acts of God, war, or other conditions beyond Landlord's reasonable control. In the event that this Lease is terminated as herein permitted, the Landlord shall refund to Tenant the prepaid Rent (if unaccrued as of the date of damage or destruction) less any sum that Tenant then owes to Landlord.

5.3 Insurance. Tenant covenants and agrees that from and after the Commencement Date, Tenant shall carry and maintain, at Tenant's sole cost and expense, the insurance set forth as follows:

(a) Property Casualty Insurance. A policy or policies of casualty insurance covering the building(s) and structures(s) that constitutes a part of the Premises. Such policy shall be in the broadest available "special form" or "all risks" coverage in an amount not less than one hundred percent (100%) of the full replacement cost thereof from time to time during the Lease Term (but excluding the cost of the foundation, excavation, and footings). Replacement cost for purposes hereof shall be reasonably determined by Landlord. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, unless the Lease is otherwise terminated as set forth in this Lease. Upon termination of this Lease following a casualty as set forth in this Lease, the proceeds shall be paid to Landlord.

(b) General Commercial Liability Insurance. General Commercial Liability Insurance covering the Premises and Tenant's use thereof against claims for personal or bodily injury or death or property damage occurring in, at or upon the Premises (including contractual indemnity and liability coverage), such insurance to afford protection to the limit of not less than $2,000,000.00 combined single limit, in respect to injury or death to any number of persons and all property damage arising out of any one (1) occurrence. This insurance coverage shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

(c) Worker's Compensation Insurance/Employer's Liability Insurance. Worker's Compensation/Employer's Liability Insurance as required by state law.

(d) Comprehensive Automobile Liability. Comprehensive automobile liability insurance for bodily injury in the amount of $1,000,000.00 per person and $1,000,000.00 for each accident, and property damage coverage in the amount of $1,000,000.00 for each occurrence.

(e) Personal Property Insurance. Policies of casualty insurance covering leasehold improvements constructed by Tenant, HVAC systems, trade fixtures, equipment, merchandise and other personal property from time to time in, at or upon the Premises in the amount of the full replacement cost thereof. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, unless the Lease is otherwise terminated as set forth herein. Upon termination of this Lease following a casualty as set forth herein, the proceeds described under this section shall be paid to Tenant.

(f) Business Interruption Insurance. A policy of business interruption insurance in an amount sufficient to allow Tenant to fulfill its Rent obligation outlined in Section 5.2 during any period in which the Premises is unable to be occupied by the Tenant.

(g) Insurance in General. Tenant shall be fully responsible for all deductibles that may exist or be incorporated as part of any insurance policy required to be carried by the Tenant as part of this Section 5.3, and Landlord shall have no obligation regarding the payment, reimbursement or contribution to any insurance or financial shortfall resulting therefrom (except with respect to Tenant's deductible in the event Landlord's gross negligence is the cause for Tenant's claim under such policy). All insurance required to be carried by Tenant hereunder shall be issued by insurance companies licensed to do business in the state where the Premises is located. Any insurance policy required under this Lease shall name Landlord as an "additional insured" and "loss payee" with Tenant providing certificates of insurance to Landlord to evidence the existence and amounts of such insurance. All policies of insurance must contain a provision that the company writing said policy will give to Landlord thirty (30) days' notice (and ten (10) days for non-payment of premiums) in writing in advance of any modification, cancellation or lapse or reduction in the amounts of insurance. All public liability, property damage and other casualty insurance policies shall be written as primary policies, not contributing with, and not in excess of coverage which

Tenant may carry. On or before the Effective Date and within ten (10) days after request therefor, Tenant shall furnish Landlord with certificates of insurance evidencing each of the policies Tenant is required to maintain pursuant to this Lease, and Tenant shall deliver certificates evidencing renewal of any such policies at least ten (10) days prior to the expiration of each such policy. Tenant agrees that if Tenant does not procure and maintain such insurance after written notice to Tenant, Landlord may (but shall not be required to) obtain such insurance on Tenant's behalf and charge Tenant the premiums therefor, which shall be payable upon demand. Tenant may carry such insurance under a blanket policy provided such blanket policy expressly affords the coverage required by this Lease by a Landlord's protective liability endorsement or otherwise. Landlord and its respective agents shall have the right from time to time to review such blanket policy.

5.4 Waiver of Subrogation. Insofar as, and to the extent that, the following provisions may be made effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in the state where the Premises are located (even though an extra premium may result therefrom), Landlord and Tenant hereby grant to each other on behalf of any insurer providing property insurance to either of them covering the Premises, its contents, Tenant's other property or the other improvements in the Premises, a waiver of any right of subrogation which any such insurer may acquire against the other by virtue of payment of any loss under such insurance. Each party to this Lease agrees immediately to give to each such insurance company written notification of the terms of the mutual waivers contained in this Article.

ARTICLE 6 –INDEMNIFICATION

6.1 Indemnification by Tenant. Subject to Section 2.3(b) and Section 5.5, and except to the extent caused by the gross negligence or willful misconduct of Landlord, its officers, members, managers, agents, employees, contractors, or invitees, to the fullest extent permitted by law, Tenant agrees to indemnify, defend, and save Landlord harmless from all liabilities, claims, damages, suits, costs (including court costs, attorneys' fees, and costs of investigation), and actions of any kind (collectively, "**Claims**") arising or alleged to arise from any act or omission of Tenant or Tenant's agents, employees, contractors, customers, or invitees, which arise from or are alleged to arise from personal injury, death or property loss on or about the Premises, including the improvements located on the Premises. Tenant agrees to use and occupy the Premises and other facilities of the improvements situated thereon at Tenant's own risk and, subject to Section 2.3(c), hereby releases Landlord, its agents and employees, from all Claims for any personal injury, death or property loss or damage to the fullest extent permitted by law, except where such damage or injury was caused by the willful misconduct or gross negligence of Landlord, its agents, contractors and/or employees. This indemnification provision shall survive the expiration or earlier termination of this Lease.

6.2 Indemnification by Landlord. Subject to Section 5.5, and except to the extent caused by the negligent or willful misconduct of Tenant, its officers, members, managers, agents, employees, contractors, or invitees, to the fullest extent permitted by law, Landlord shall indemnify, hold harmless and defend Tenant from and against any and all Claims in connection with any death of or bodily or personal injury to any person or persons or any damage to or loss or destruction of any property arising or resulting from the occupancy or use by Landlord of the Premises, or any part thereof occasioned wholly or in party by any gross negligence or willful misconduct of Landlord, its officers, agents, servants, employees or invitees (as used in this section 6.2, "agents" or "contractors" shall not include any type of delivery service, including without limitation, UPS, Federal Express or food, flower or other delivery services).

ARTICLE 7 – ALTERATIONS, ADDITIONS, AND FIXTURES

7.1 Alterations and Additions by Tenant. Except for non-structural, cosmetic alterations to the Premises that costs less than $10,000.00 ("**Cosmetic Alterations**"), Tenant shall not make any alteration or addition to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed so long as such alteration does not materially affect the structural integrity of the Premises, does not reduce the fair market value of the Premises below the value immediately before such alteration or addition, and does not impair the usefulness of the Premises. Any alterations made in accordance with the foregoing shall be at Tenant's sole expense, by licensed and insured technicians. Tenant shall ensure that all permitted alterations or additions to the Premises are effected with due diligence, in a good and workmanlike manner, in compliance with all applicable laws, permits, and zoning requirements, and promptly and fully paid for by Tenant.

7.2 Removal of Tenant's Property. Tenant may, at Tenant's expense, elect to remove any and all alterations, additions, improvements and fixtures installed in the Premises by or on behalf of Tenant, provided:

(a) Such removal is made prior to the expiration or termination of the Lease Term;

(b) Tenant is not in default of any obligation or covenant under this Lease at the time of such removal; and

(c) Tenant, at its sole cost and expense, promptly repairs all damage caused by such removal.

All other alterations or additions to the Premises and any other article attached or affixed to the floor, wall, or ceiling of the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or termination of this Lease, Tenant hereby waiving all right to any payment or compensation therefore. If, however, Landlord so requests in writing at least sixty (60) days prior to the expiration or earlier termination of the Lease Term, Tenant shall remove any such identified alterations, additions, fixtures, equipment and property placed or installed by or on behalf of Tenant in the Premises and will repair, at Tenant's sole cost and expense, any damage caused by such removal.

ARTICLE 8 – LIENS

Tenant shall keep the Premises free from all liens arising out of any work performed, material furnished, or obligations incurred by or for Tenant, and Tenant shall indemnify and hold Landlord harmless from any and all Claims arising from or in connection with any such liens. In the event that Tenant shall not, within thirty (30) days following notification to Tenant of the imposition of any such lien, cause the same to be contested or released of record by payment or the posting of a bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Landlord shall deem proper, including payment of or defense against the claim giving rise to such lien. All amounts paid or incurred by Landlord in connection therewith shall be paid by Tenant to Landlord within thirty (30) days after demand therefor, or be subject to late fees as described in Section 2.2 and 14.6.

ARTICLE 9 – REAL PROPERTY TAXES

9.1 Tenant agrees to pay before delinquency all property taxes which become due for a period within the Lease Term. When possible, Tenant shall cause such fixtures, furnishings, equipment, and other personal property of Tenant to be assessed and billed separately from the real property of Landlord. It is

Landlord's responsibility to provide to Tenant all property tax statements promptly upon receipt and no later than five (5) business days prior to the due date. No later than December 15 each year, Tenant will provide Landlord with official receipts of the appropriate taxing authority and other proof satisfactory to Landlord evidencing such payment.

9.2 For the purpose of this Lease the term "property taxes" shall mean all taxes, public charges and assessments of whatsoever nature directly or indirectly assessed or imposed upon the land, buildings, equipment, buildings, furnishings, fixtures and improvements constituting the Premises and the rents therefrom, including but not limited to all real property taxes, rates, duties and assessments, all local improvement taxes, gross receipts and/or rental income taxes, and all import charges or levies, whether general or special, that are levied, charged or assessed against the Premises by any lawful taxing authority whether federal, state, county, municipal, school or otherwise, but shall not include (i) capital stock, income, franchise, documentary stamp, state transfer or gift taxes imposed upon Landlord, or (ii) interest or penalties imposed for any late payment caused by the untimely delivery of the applicable property tax statement by Landlord.

9.3 Nothing herein shall prevent Tenant from contesting and Tenant may contest, and institute all proceedings reasonably necessary to contest, the validity and amount of any property tax, provided Tenant takes such reasonable measures requested by Landlord during any such contest (including, without limitation the bonding against any lien on the Premises by a surety bond or other security reasonably acceptable to Landlord).

9.4 Tenant shall pay the appropriate agency or governmental authority any and all sales, excise, rental and other taxes levied, imposed or assessed by the state in which the Premises are situated, or any political subdivision thereof, or other taxing authority upon any rent payable hereunder. Tenant shall also be solely responsible for, and shall pay within the time provided by law, all taxes imposed on its inventory, furniture, trade fixtures, apparatus, leasehold improvements (installed by or on behalf of Tenant), equipment and any other of Tenant's personal or other property.

ARTICLE 10 – ASSIGNMENT AND SUBLETTING

10.1 Transfers by Tenant. Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate Tenant's leasehold interest without prior written consent of Landlord, which consent shall not unreasonably be withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may assign this Lease or sublet (as applicable) the Premises or any portion thereof (including, without limitation, any division or the transfer of a majority or controlling interest in Tenant or any affiliate or parent of Tenant, whether by stock transfer, merger, operation of law or otherwise), without Landlord's consent, to (a) any partnership, corporation or other entity resulting from a merger or consolidation with Tenant, (b) to any person or entity which acquires substantially all the assets, ownership interests, or stock of Tenant as a going concern, or (c) to any entity having a greater net worth than Tenant had as of the Effective Date (any of the foregoing being, a "**Permitted Successor**"), provided that (i) Landlord receives thirty (30) days' prior written notice of such assignment or sublease, (ii) the Permitted Successor assumes in writing all of Tenant's obligations under this Lease, (iii) Landlord receives a fully executed copy of the assignment between Tenant and the Permitted Successor, (iv) such assignment shall not result in a release of Tenant who shall remain the primary obligor under this Lease, (v) Tenant is not in default of any term or obligation of the Lease, (vi) the Permitted Use shall remain the same as provided in this Lease, (vii) the Permitted Successor shall not be subject to any bankruptcy or insolvency proceedings at the time of such assignment, and (viii) Tenant shall reimburse Landlord for the fees incurred by Landlord in connection with said assignment or sublease to a Permitted Successor in an amount equal to Three Thousand and No/100 Dollars ($3,000.00).

10.2 Transfers by Landlord. Landlord may assign this Lease, along with all or part of Landlord's rights and duties hereunder, at any time upon prior written notice to Tenant and evidence of the assumption by Landlord's assignee of all of Landlord's obligations hereunder. Upon any such assignment and assumption by Landlord's assignee, Landlord shall be released of any and all obligations owed hereunder accruing after the date of such assignment.

ARTICLE 11 – SUBORDINATION

11.1 Subordination and Non-Disturbance. This Lease is, and shall remain, subject and subordinate to any present or future ground lease, or any other lease wherein Landlord or any lessor to Landlord is the lessee, or any other underlying leases, and any mortgage and/or beneficiary of any deed of trust which is now or hereafter a lien on the Premises, and to each advance made or hereafter to be made under the same, and to all renewals, modifications, consolidations and extensions thereof and all substitutions in lieu of any of the foregoing that cover or affect all or any part of the Premises. This clause shall be self-operative, but upon request from such a mortgagee, lessor, or other security holder (each, a "**Holder**"), subject to the last sentence of this paragraph, Tenant shall execute a commercially reasonable subordination agreement in favor of such Holder. Tenant also agrees that, alternatively, any Holder may elect to have this Lease superior to any lease or lien of its mortgage, deed of trust or security instrument, and in the event of such election and upon notification by Landlord to Tenant to that effect, this Lease shall be deemed prior in lien to the said lease, mortgage, deed of trust or security instrument, as the case may be, whether this Lease is dated prior to or subsequent to the date of said lease, mortgage, deed of trust or security instrument. Notwithstanding anything to the contrary contained hereinabove, Tenant shall not be required to execute any subordination document, unless the party seeking such subordination executes a document which includes a commercially reasonable non-disturbance agreement stating substantially that, so long as Tenant is not in default under this Lease, Tenant's right to possession of the Premises shall not be disturbed. Tenant shall and does hereby agree to attorn to any mortgagee or successor in title and to recognize such mortgagee or successor as Landlord hereunder in the event any such person or entity succeeds to the interest of Landlord. Notwithstanding any other provision of this Lease, in the event that any mortgagee or its respective successor in title shall succeed to the interest of Landlord hereunder, the liability of such mortgagee or successor shall exist only so long as it is the owner of the Building or any interest therein or is the lessee under any ground lease.

Upon Tenant's request, Landlord will use commercially reasonable efforts to obtain, within sixty (60) days, from every Holder having an interest or estate in the Premises superior to Tenant, a reasonable form of Subordination, Non-Disturbance and Attornment Agreement (each an "**SNDA**"). Failure by Landlord to obtain an SNDA shall not be deemed a breach of the terms of this Lease; *provided, however*, Landlord does hereby covenant and agree that any subordination of this Lease shall only be effective if such superior Holder agrees not to disturb Tenant's leasehold interest in the Premises so long as Tenant is operating in compliance with the terms of this Lease. Notwithstanding the foregoing, obtaining such an SNDA shall not be deemed a requirement prior to any future transfer of the Premises by Landlord to a successor owner.

11.2 Estoppel Certificates. Tenant shall, within fifteen (15) days after receipt of the written request of Landlord or any Holder, without additional consideration, deliver an estoppel certificate, consisting of reasonable statements required by Landlord, Holder, or purchaser of any interest in the Premises, which statements may include, but shall not be limited to, the following: (i) that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of such modification, (ii) the date to which the Base Rent and other charges are paid in advance, if any, (iii) that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or so specifying such defaults, if any,

as are claimed, and (iv) any other matters as such third party may reasonably require in connection with the business dealings of Landlord and such third party.

ARTICLE 12 – EMINENT DOMAIN

If any material portion of the Premises (i.e. any portion of the Premises, the taking of which prevents the use of the Premises for the Permitted Use), or all or substantially all of the improvements on the Premises (or the permanent use or possession thereof), shall be taken in condemnation proceedings or by exercise of any right of eminent domain, or by a private purchase in lieu thereof, then Tenant shall have the option to terminate this Lease by notifying Landlord in writing within sixty (60) days of receiving notice of such pending taking or purchase in lieu thereof, which such termination shall be effective as of the date of such taking or purchase, at which time all obligations of the parties hereto, except those that expressly survive termination hereof, shall be of no further force or effect, and Landlord shall refund to Tenant any prepaid un-accrued Rent less any sums then owing by Tenant to Landlord. Regardless of whether this Lease is terminated, the net proceeds of any award or other compensation payable in connection with a taking or purchase as such award relates to the land shall be paid solely to Landlord, except that Tenant shall have, and hereby reserves, the right to make and pursue a separate claim against the condemning authority for damage to its trade fixtures and equipment and for moving expenses. If Tenant elects to continue this Lease, the Rent shall be reduced in proportion to the area of the Premises so taken, and Landlord shall repair any damage to the Premises resulting from such taking; *provided, however*, that Landlord's obligation to repair shall be limited to as can be financed by such condemnation award as shall actually be received by Landlord free and clear from collection by any Holder and after deducting the cost and expense including attorney's fees, if any, of settling with the condemning authority.

ARTICLE 13 – ACCESS BY LANDLORD

Landlord, its agents and employees shall have access to and the right to enter upon the Premises at any reasonable time during normal business hours with reasonable prior notice to one of Tenant's available officers or supervisors to examine the condition thereof (except that no notice shall be required in case of emergency or if to make any repairs required hereunder), to make any repairs required to be made by Landlord hereunder, to show the Premises to prospective purchasers or tenants, and for any other reasonable purpose. Landlord shall be permitted, at any time within nine (9) months prior to the expiration of this Lease, to place upon the Premises the usual "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter upon at least one (1) business days' notice. Landlord agrees not to knowingly show the Premises to any persons or entities which Tenant notifies Landlord are business competitors of Tenant due to the confidential and proprietary information which may be gained by such competitors during an inspection of the Premises. In exercising Landlord's rights pursuant to this Article 13, Landlord shall use commercially reasonable efforts to minimize material interference to Tenant's business operations at the Premises.

ARTICLE 14 – DEFAULT

14.1 Events of Default. Each of the following acts or omissions of Tenant or occurrences shall constitute an "**Event of Default**":

(a) Failure of the Tenant to pay Rent, or any other sum provided for in this Lease as and when the same becomes due; provided, however, with respect to the first time during any consecutive twelve (12) month period that Tenant fails to pay Rent when due (a "**Late Payment**"), the Late Payment shall not be considered an Event of Default if, within five (5) business days after receipt of written notice from Landlord, Tenant submits the entire Rent payment due, including any applicable late charge. Landlord

shall be obligated to forgive Tenant no more than one Late Payment per any consecutive twelve (12) month period, and any additional Late Payments during that same period shall constitute an Event of Default;

(b) Failure of Tenant to comply with any term, provision, or covenant of this Lease, other than as expressly described in this Section 14.1, and Tenant allows such failure to continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant, unless such performance or observance cannot be reasonably accomplished within such 30-day period, in which case Tenant shall commence to cure such failure within such 30-day period and continue to diligently pursue the same to completion;

(c) If Tenant shall make a general assignment for the benefit of creditors, shall admit in writing its inability to pay its debts as they become due, shall file a petition in bankruptcy, shall be adjudicated a bankrupt or insolvent, shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, shall file an answer admitting or shall knowingly fail to contest the material allegations of a petition filed against it in any such proceeding, shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties or shall take any action looking toward any of the foregoing;

(d) If, within sixty (60) days after the commencement of any proceeding against Tenant seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if within sixty (60) days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or any material part of its properties, such appointment shall not have been vacated; or

(e) If, other than by reason of casualty, condemnation or other events or circumstances beyond the reasonable control of Tenant, the Premises remain vacant for more than forty-five (45) days.

14.2 Remedies of Landlord. Upon the occurrence of an Event of Default as enumerated above, Landlord may, at Landlord's option in addition to any other remedy or right given hereunder or by law or equity, do one or more of the following:

(a) Terminate this Lease by giving Tenant ten (10) days' written notice of such termination provided that Tenant's default is not cured within such ten (10) days; and

(b) Enter upon and take possession of the Premises and reasonably expel or remove Tenant, Tenant's property, and any other occupant;

(c) Elect to continue this Lease in full force and effect, but with the right at any time thereafter to declare this Lease forfeited and the Term ended, in which case, unless and until terminated by Landlord, Tenant shall remain liable for payment of all rent and other charges and costs imposed on Tenant herein, in the amounts, at the times and upon the conditions as herein provided, together with interest thereon until paid at twelve percent (12%); and

(d) Cure such default at its own expense and without prejudice to any other remedies which it might otherwise have, in which event any payments made or expenses incurred by Landlord in curing such default with interest thereon until paid at twelve percent (12%) per annum shall be and become Rent to be paid by Tenant with the next installment of Base Rent falling due thereafter.

14.3 Tenant's Personal Property. Any personal property of Tenant left about the Premises at the expiration or termination of this Lease, the termination of Tenant's right to occupy the Premises, or the abandonment, desertion or vacating of the Premises by Tenant shall be deemed abandoned by Tenant and may, at the option of Landlord, be immediately removed from the Premises and stored, sold and/or otherwise disposed of by Landlord (as determined by Landlord in its sole discretion) at the full risk, cost, and expense of Tenant. Landlord shall in no event be responsible for the value, preservation, or safekeeping thereof If Landlord, in its sole discretion, shall sell any such personal property, it shall be entitled to retain from the proceeds the amount of any Rent or other expenses due Landlord, together with the cost of storage and moving and the expense of the sale. Any remaining proceeds from the sale of such personal property shall be paid to Tenant, any deficiency shall be refunded to Landlord by the Tenant.

14.4 Amounts Owing by Tenant Upon Termination of Lease by Reason of an Event of Default. In the event Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord the sum of all Base Rent and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the then-present value of the Base Rent reserved hereunder for the remaining portion of the Lease Term (had such term not been terminated by Landlord prior to the date of expiration stated in Section 2.1 hereinabove), less any net sums thereafter received by Landlord through re-letting the Premises during said period (after deducting all reasonable costs, expenses, and disbursements, including but not limited to all reasonable, broker, management, contractor and attorneys' fees, incurred by Landlord in taking such repossession and re-letting.) Landlord may recover any other costs and damages allowed by law owing to such event of default and termination.

14.5 Repossession of Premises Without Termination of this Lease by Reason of an Event of Default. In the event that Landlord elects to repossess the Premises without termination of this Lease, then Tenant shall be liable for and shall pay to Landlord all Base Rent and other indebtedness accrued to the date of such repossession, plus any Base Rent required to be paid by Tenant to Landlord during the remainder of the Lease Term (as and when it comes due under the terms of this Lease), reduced by any net sums thereafter received by Landlord through re-letting the Premises during said period (after deducting all reasonable costs, expenses, and disbursements, including, but not limited to reasonable contractor, broker, management and attorneys' fees, incurred by Landlord in taking such repossession). In no event shall Tenant be entitled to receive any amount received by Landlord as rental obtained by re-letting that is in excess of Base Rent herein reserved. Actions to collect amounts due by Tenant as provided in this section may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease Term, provided Landlord shall only be entitled to recover any amounts accrued and owing under the provisions of the Lease at the time of filing of such action.

14.6 Interest on Past Due Amounts. Any Rent or other payments under this Lease that are past due beyond the applicable grace period shall bear interest from such date at twelve percent (12%) per annum until paid.

14.7 Self-Help. In the event (a) Landlord shall fail to perform Landlord's maintenance, repair, or replacement obligations under this Lease and such default shall continue for thirty (30) days after written notice thereof from Tenant, (b) Tenant gives Landlord written notice of that fact and at least an additional ten (10) days from the date of such notice in which to comply with such obligation, and (c) Landlord does not perform such obligation within the time period described in subsection "(b)" of this paragraph above, then Tenant may perform the obligation on behalf of Landlord, and Landlord must reimburse Tenant in full for the reasonable cost incurred by Tenant in performing such obligation within thirty (30) days after the date upon which Tenant gives Landlord written notice of the cost of fulfilling the obligation, along with reasonable documentation of such cost and satisfactory evidence that it has been paid in full by Tenant.

Landlord's self-help rights are without limitation or waiver of any right or remedy which may be afforded to Tenant under this Lease, at law or in equity.

14.8 Default by Landlord. In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default with particularity, and if Landlord does not cure such default within a reasonable period not to exceed thirty (30) days (provided that if the nature of Landlord's obligation is such that more than thirty (30) days after such notice are reasonably required for Landlord's performance, then Landlord shall not be in breach of this Lease if performance is commenced within such thirty (30) day period and thereafter diligently pursued to completion), then, (i) Landlord shall be in default hereunder, (ii) Tenant after notifying Holder (provided that the name and address of such Holder has been delivered to Tenant), and giving Holder the time period as described below to cure, shall be entitled, at its election, to terminate this Lease, and (iii) Tenant may exercise concurrently or successively, any one or more of the rights and remedies available to Tenant under the terms of Section 14.7, and/or at law or in equity under the laws of the United States or the State in which the Premises are located.

If the Premises is at any time subject to a mortgage and/or mortgage and deed of trust, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each mortgagee of Landlord, and each Holder shall have the right (but no obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, and Tenant will accept such curative or remedial action, if any, taken by such mortgagee, with the same effect as if such action had been taken by Landlord.

ARTICLE 15 – NON-WAIVER

15.1 Non-waiver by Landlord. Neither acceptance of rent by Landlord nor failure by Landlord to complain of any action, non-action, or default of Tenant shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

15.2 Non-waiver by Tenant. Neither payment of rent by Tenant nor failure by Tenant to complain of any action, non-action, or default of Landlord shall constitute a waiver of any of Tenant's rights hereunder. Waiver by Tenant on any right for any default of Landlord shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

ARTICLE 16 – HOLDING OVER

This Lease shall terminate upon the expiration or earlier termination of the Term (as the same may be extended as provided herein) without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate or quit the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from a Tenant holding over to the same extent as if statutory notice had been given. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Lease Term, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant shall indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant, as the result of Tenant's failure to surrender the Premises as aforesaid. If Tenant should remain in possession of the Premises after expiration of the Lease Term, without the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, subject to all of the covenants and conditions of this Lease, except that the rent for such tenancy shall be one hundred and fifty percent (150%) of the rent in effect at the expiration of this Lease (prorated on the basis of a 365-day year

for each day Tenant remains in possession) and the Lease shall be terminable by either party upon providing thirty (30) days' prior written notice to the other.

ARTICLE 17 – NOTICES

Every notice, demand, request, or other communication which may be or is required to be given under this Lease or by law shall be sent by (a) registered and certified U.S. Mail or by (b) Federal Express (or other nationally recognized overnight or express mail delivery service with proof of delivery). Notification by electronic mail is acceptable so long as such e-mail notice is followed by notification by a form of delivery as provided in clause (a) or (b) of this section sent on the same day). Either party may designate, by written notice to the other party, any other address for such purposes. Any notification sent via e-mail (provided such notice is followed by notice under clause (a) or (b), as required above) shall be deemed validly given on the date such e-mail is sent. Notice by any other means permitted by this section shall be deemed provided on the date delivered or the date delivery is refused.

If to Landlord: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

If to Tenant: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

ARTICLE 18 – PARKING, SIGNAGE AND EXTERIOR STORAGE

18.1 Parking. Tenant shall have the exclusive right to parking for Tenant's employees, agents, customers, and invitees in the spaces presently existing on the grounds of the Premises.

18.2 Signs. Tenant shall have the right to place a sign on the front of the building identifying the name of Tenant's business. Such sign will comply with all applicable laws and local codes. All costs of installation, construction, erection, illumination (where appropriate), maintenance, repair and removal of any of such signs shall be the sole obligation of Tenant. Upon the expiration or earlier termination of this Lease, Tenant shall remove all signage from the Premises and repair any damage caused by such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

18.3 Exterior Storage. Tenant shall have the right to use the exterior portions of the Premises for storage of materials, subject to compliance with all applicable laws and local ordinances and codes and in a sightly condition. Any damage to the Premises which occurs because of the use of the Premises for exterior storage shall be repaired by Tenant upon or before the expiration or earlier termination of this Lease.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 Severability. To the extent that any provision herein is inconsistent with or in violation of any applicable law, rule, or regulation, such provision shall be deemed modified to the least extent possible so as to comply with such applicable law, rule, or regulation, and shall not otherwise affect any other provisions of this Lease. Any provision of this Lease that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Lease or affecting the validity or enforceability of that provision or of any of the other provisions of this Lease.

19.2 Duty to Cooperate. Each party to this Lease agrees to cooperate and fully perform any further acts, and to execute and deliver any documents, which reasonably may be necessary to further and implement the provisions of this Lease.

19.3 Applicable Law. This Lease will be construed, administered, and enforced in accordance with the laws of the State of Alabama.

19.4 Attorneys' Fees. The unsuccessful party will pay the successful party or parties all costs, expenses, and reasonable attorneys' fees, as determined by a court in a final judgment or decree, incurred by such party in any action at law or in equity to enforce any of the provisions or rights under this Lease.

19.5 Authority. Each person executing this Lease, by his execution thereof, represents and warrants that he is fully authorized to do so, and that no further action or consent on the part of the party or entity for which he is acting is required for this Lease to be fully enforceable against such party following such execution.

19.6 Counterparts. This Lease may be executed in any number of identical counterparts, each of which, for all purposes is to be deemed an original, and all of which constitute, collectively, one agreement; but in making proof of this Lease, it will not be necessary to produce or account for more than one such counterpart.

19.7 Entire Agreement; Interpretation; Binding Effect. This Lease and any attached addenda or exhibits constitute the entire agreement between Landlord and Tenant, and any exhibits referred to in this Lease and attached hereto shall be deemed incorporated into and made a part of this Lease. No prior written or prior contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed, or extended except by written instrument signed by Landlord and Tenant. Article and paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. This Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but this provision shall in no way alter the restrictions herein in connection with assignment and subletting by Tenant.

19.8 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease, including Tenant's obligation to pay rent, additional rent, or any other amount payable to Landlord hereunder.

19.9 Landlord Lien Waiver. Notwithstanding anything herein to the contrary, the security interest and lien granted to Landlord in Tenant's furnishings, equipment, fixtures, inventory, accounts receivable and other personal property of any and every kind shall be automatically subordinate to any lien or security interest granted by Tenant to any lender to secure Tenant's obligation to repay borrowed money. Landlord shall execute a Landlord's subordination in favor of Tenant's lender in a form reasonably approved by Landlord to evidence the priority of lender's security interest in any and all furnishings, equipment, fixtures, inventory, accounts receivable and other personal property of any and every kind belonging to Tenant, or the equity of Tenant therein, on or in the Premises.

19.10 Quiet Possession. So long as no Event of Default exists by Tenant under this Lease, Tenant shall enjoy peaceful and quiet possession of the Leased Premised against any party claiming through Landlord.

19.11 Brokers. Tenant and Landlord warrant that they have had no dealings with any broker in connection with the negotiations or execution of this Lease, and Landlord and Tenant each agree to indemnify the other party and hold the other party harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any other broker or agent.

19.12. Waiver of Jury Trial. **LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THEIR RELATIONSHIP AS LANDLORD AND TENANT, AND/OR ANY CLAIM OF INJURY OR DAMAGE.**

19.13 No Third Party Beneficiary; No Joint Venture. Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary, except rights contained herein for the benefit of Landlord's Holder or property management or leasing agent, or for the benefit of any officers, directors, stockholders, partners, members, managers, agents, servants or employees of the Landlord or of its Holder or its property management or leasing agent. Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

19.14 Mutual Waiver of Consequential Damages. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE OR UTILIZATION OF FACILITIES, RESULTING FROM TENANT'S OR LANDLORD'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS LEASE.

19.15 Limitation of Liability. Anything contained in this Lease to the contrary notwithstanding, to the fullest extent permitted by law, Tenant agrees that it shall look solely to the estate and property of the Landlord in the lands and buildings comprising the Premises (including the revenues and insurance proceeds derived therefrom) for the collection of any judgment, award, decree or other judicial process requiring the payment of money by Landlord arising from or as the result of (a) any default or breach by Landlord of any of its obligations or agreements under this Lease, or (b) any acts or omissions by Landlord or its property management or leasing agent, or its or their officers, directors, stockholders, partners, members, managers, agents, servants or employees, in connection with or in any way relating to this lease or the operation, management, leasing, construction, maintenance or repair of the Premises; subject, however, in any and all such instances to the rights of the holder of any existing or future mortgage covering all or any part or parts of the Premises or any interest or interests therein which exists at the time Tenant's right matures to the level of constituting a lien. To the fullest extent permitted by law, the Tenant agrees

that no other assets of the Landlord, and no assets of the Landlord's property management or leasing agent or of Landlord's or such agent's respective officers, directors, stockholders, partners, members, managers, agents, servants or employees, shall be subject to levy, execution or other procedures for the satisfaction of any such judgment, award, decree or claim. Nothing herein contained shall be construed as granting or consenting to any equitable or other lien in or to the Landlord's interest hereunder or in or to the Premises, and any lien of the Tenant or rights of the Tenant with respect thereto shall arise only upon execution by Tenant of a judgment obtained by it against Landlord and shall be subject and subordinate to the rights of the holder of any existing or future mortgage covering all or any part of the Premises, or any interest or interests therein.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Agreement as of the date first written above.

§36-12-40 (and grounds outlined therein)
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EXHIBIT A-1

Description of Premises

Real Estate, situated in the County of Bullock, State of Alabama, to-wit:

A Parcel of land lying on the South side of Hicks Drive and being a potion of Section 1, Township 13 North, Range 23 East, Bullock County, Alabama and being more particularly described as follows:

Commencing at the point of intersection of the West right of way of Hicks Industrial Boulevard and the South right of way of Hicks Drive; thence along the South right of way of Hicks Drive N 61°46'23" W 595.87 feet to a ½" rebar (Cap CA 0537-LS) and the point of the beginning of the parcel of land herein described; thence leaving said right of way S 30°54'06" W 451.46 feet to a ½" rebar (Cap CA 0537-LS); thence N 61°25'15" W 408.30 feet to a ½" rebar (Cap CA 0537-LS); thence N 26°21'54" E 488.72 feet to a ½" rebar (Cap illegible); thence S 61°46'23" E 26.11 feet to a ½" rebar (Cap CA-0537-LS) lying on the West end of Hicks Drive; thence along the right of way of Hicks Drive around a curve to the left with a radius of 80.00 feet, a curve length of 209.44 feet and having a chord bearing and distance of S 46°46'16" E 154.55 feet; thence continuing along the said right of way S 61°46'23" E 269.85 feet to the point of beginning. Said Parcel containing 4.34 Acres more or less.

Deed Reference: OOO, Page 944 and Page 922

EXHIBIT A-2

Landlord's and Tenant's Work

Landlord shall cause the following improvements to be made to the Premises (collectively, "**Landlord's Work**"):

1. HVAC to be in good working condition, with Landlord performing an inspection thereof and delivering such results to Tenant.
2. Down spout in good working condition.
3. Roof to be watertight.
4. Mechanical, plumbing, and electrical systems in good working order.

Landlord agrees that it shall, at its sole cost and expense, commence and pursue Landlord's Work to completion in accordance with this Exhibit A-2 in a good and workmanlike manner and in substantial compliance with all applicable laws. The term "**Substantial Completion**" or "**Substantially Complete**" and any derivation thereof, as used in this Lease, shall mean the later of: (a) the delivery of the Premises to Tenant; or (b) Landlord's completion of matters contained within any Punchlist received by Landlord within fifteen (15) days after delivery of the Premises to Tenant. Notwithstanding anything contained herein to the contrary, Tenant shall have the right, within fifteen (15) days after delivery of the Premises to Tenant, to submit to Landlord a written punchlist of incomplete items in Landlord's Work (the "**Punchlist**"). Upon timely receipt of such Punchlist, Landlord shall promptly complete such incomplete items, provided, if such items cannot be promptly completed, Landlord shall promptly begin to remedy such items, and diligently pursue the same to completion.

Except as to the foregoing Landlord's Work and except as otherwise expressly set forth in the Lease, Tenant is leasing the Premises in an "AS IS", "WHERE IS" condition "WITH ANY AND ALL FAULTS AND DEFECTS". None of Landlord's Work shall add to, expand, or otherwise alter any of Landlord's duties or obligations under the Lease (including, without limitation, those duties and obligations listed in Section 4.1). The Premises will have been inspected by Tenant who shall be deemed to have accepted the Premises as of the date that Landlord completes such matters on the Punchlist, or, if no Punchlist is provided within the period permitted above, the date that Landlord delivers the Premises to Tenant. Subject to the Punchlist, Tenant's acceptance of the premises shall be deemed conclusive proof that Landlord has satisfied all obligations with respect to Landlord's Work.

Any other improvements or modifications to the Premises in connection with Tenant's occupancy and/or use of the Premises will be performed by Tenant at Tenant's sole cost and expense and pursuant to plans and specifications approved by Landlord (the "**Approved Plans**"), such approval not to be unreasonably withheld, conditioned, or delayed. All such work shall be performed by Tenant in strict compliance with the Approved Plans, good workmanlike manner, in compliance with all applicable laws, in such a manner as not to unreasonably disturb any adjoining properties and in compliance with the provisions of this Lease.

_____ _____

Initials on behalf of Tenant Initials on behalf of Landlord

EXHIBIT B

Reserved.

EXHIBIT C

COMMENCEMENT DATE CERTIFICATE

With respect to that certain _____ dated _____, referred to herein as the ("Lease") between _____ ("Landlord") and _____ ("Tenant"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises located at 155 Hicks Dr., Union Springs, AL 36089, including approximately 4.34 acres +/- of land and 8,700 +/- square feet of covered space. Landlord and Tenant hereby acknowledge as follows:

(1) Tenant accepted possession of the Premises and acknowledged the completion of Landlord's Work on _____.

(2) The Initial Term of the Lease commenced on _____ (the "Commencement Date").

(3) The expiration date of the Lease is _____.

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

This Commencement Date Certificate is executed the date(s) set forth below.

LANDLORD:	TENANT:
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION AUTHORIZING THE OPERATION OF MEDICAL CANNABIS OPERATIONS WITHIN THE CORPORATE LIMITS OF UNION SPRINGS

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 a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, the Act authorizes the Medical Cannabis Commission to regulate medical cannabis operations, (See, 20-2A-22, Code of Alabama), thus addressing any health, safety, or welfare concerns for the citizens of Union Springs; and

WHEREAS, the location of a medical cannabis operation within the corporate limits of Union Springs will bring the potential of hundreds of new employment opportunities for the citizens of Union Springs; and

WHEREAS, any medical cannabis operation would be required to comply with all current and future tax requirements to Union Springs, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UNION SPRINGS, ALABAMA, that it authorizes the operation of medical cannabis operations within the corporate limits of Union Springs.

Mayor, City of Union Springs

ATTEST:
City Clerk, City of Union Springs

RESOLUTION AUTHORIZING THE OPERATION OF MEDICAL CANNABIS

OPERATIONS WITHIN BULLOCK COUNTY

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 a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, the Act authorizes the Medical Cannabis Commission to regulate medical cannabis operations, (See, 20-2A-22, Code of Alabama), thus addressing any health, safety, or welfare concerns for the citizens of Bullock County; and

WHEREAS, the location of a medical cannabis operation within Bullock County will bring the potential of hundreds of new employment opportunities for the citizens of Bullock County; and

WHEREAS, any medical cannabis operation would be required to comply with all current and future tax requirements to Bullock County, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF BULLOCK COUNTY, ALABAMA, that it authorizes the operation of medical cannabis operations within Bullock County.

Chairman, Bullock County Commission

ATTEST:

County Administrator, Bullock County Commission

TERRONDA HOOKS
City Clerk/Treasurer/Magistrate

JASMINE STREETER
Assistant City Clerk/Magistrate

Receptionist/Accounts
Clerk/Magistrate

HENRY THRASHER, JR.
Public Works Director

City of Union Springs

MAYOR RODERICK CLARK

Council Members

EUGENE FAULK

REV. LOUIS E. PUGH

FAYE MASON THORPE

LOUIS J. MURRY

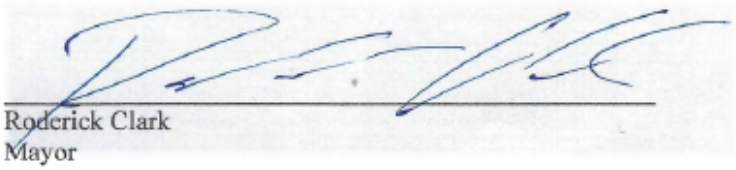
LATESHA HOWARD

Plan to Remain Compliant with Local Zoning

The Applicant will always remain compliant with the local codes, ordinances, and bylaws including but not limited to the zoning requirements set forth in the City of Union Springs, Alabama Zoning Bylaws. The Applicant is proposing a vertically integrated medical marijuana establishment located at 155 Hicks Drive. The City of Union Springs has passed a resolution confirming that a medical marijuana operation is permitted within the corporate limits of Union Springs, of which the Applicant is in accordance with the City of Union Springs' Zoning Ordinance.

Our establishment is allowed under the current zoning requirements pursuant to the above said resolution. The Applicant will comply with all conditions and standards set forth in any local permit required to operate a medical marijuana establishment at 155 Hicks Drive.

The Applicant is currently compliant with the requirements outlined in the Zoning Code Ordinance. It is the intention of the Applicant to remain compliant with all relevant local codes, ordinances, and bylaws applicable to a medical marijuana establishment. The Applicant will comply with the criteria set forth in Union Springs' zoning ordinance and the Applicant has also retained General Counsel to assist with ongoing compliance with local codes, zoning ordinances, and by-laws to remain fully compliant.



Roderick Clark
Mayor

212 Prairie Street North· P.O. Box 549 · Union Springs, AL 36089· Phone: (334) 738-2720 · Fax: (334) 738-5068· Email: unionsp@usfconline.net

ATTACHMENTS

Dispensary 1

Montgomery

November 15, 2022

VIA: _____

RE: 4834 Carmichael Road – Montgomery, AL.

Dear Clark,

Tenant:	BSWMC, LLC
Premises:	4834 Carmichael Road Montgomery, AL. 36117
Use:	The dispensing of cannabis-controlled substances.
Initial Lease Term:	Five (5) years
Early Termination:	12 months Base + CTI
Renewal Options:	Two (2) X Five (5) Years @ Then Market Rate
Rent:	$12.00/s.f
Delivery Date:	1/1/23
Rent Commencement:	3/1/23

The parties to this letter of intent will not be bound to one another until such time as a lease agreement has been fully executed.

Accepted:

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

ORDINANCE NO. 63-2021

AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY

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 a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates 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 Montgomery; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Montgomery will bring the potential of hundreds of new employment opportunities for the citizens of the City of Montgomery; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Montgomery, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Montgomery subject to any applicable zoning restrictions the City of Montgomery may adopt pursuant to §20-2A-51(c)(3).

ADOPTED this the 7th **day of** December**, 2021.**

STEVEN L. REED, MAYOR

ATTEST:

BRENDA GALE BLALOCK, CITY CLERK

63-2021

City of **Montgomery**, Alabama

Land Use Division
Thomas M. Tyson, Jr.

Steven L. Reed
Mayor

City Council Members

Charles W. Jinright – President
Cornelius "CC" Calhoun – Pres. Pro Tem
Ed Grimes
Brantley W. Lyons
Marche Johnson
Audrey Graham
Oronde K. Mitchell
Clay McInnis
Glen O. Pruitt Jr.

December 29, 2022

To Whom This May Concern:
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

RE: 4923 Carmichael Road

Dear Sir or Madam:

This is to advise you that the property located at 4923 Carmichael Road is in a B-3 (Commercial) Zoning District, which permits a medical cannabis dispensary.

There are no variances, special exceptions or open zoning violations on file.

The City is providing this information solely as a courtesy and the person requesting such information should independently confirm the information contained, herein. The City assumes no liability or responsibility for any misstatements or inaccuracies contained. If we can be of any further assistance, please do not hesitate to contact me at (334)625-2722.

Sincerely,

Thomas M. Tyson, Jr.
Land Use Control Administrator

/jmh

ATTACHMENTS

Dispensary 2

Greenville

November 15, 2022

VIA: _____

RE: Suite 100 Willow Pointe Shopping Center

Dear Clark,

Tenant:	BSWMC, LLC
Premises:	Suite 100 Willow Pointe 631 Willow Lane Greenville, AL. 36037
Use:	The dispensing of cannabis-controlled substances.
Initial Lease Term:	Five (5) years
Early Termination:	12 Month Base + CTI
Renewal Options:	Two (2) X Five (5) Years @ Then Market Rate
Rent:	$13.50/s.f.
Delivery Date:	60 days after Landlord gives current Tenant notice to vacate. Except ("Blackout Period") = 30 days prior to Easter and seven days after = July 15 through 1 week after Labor Day = November 10 through January 31st
Rent Commencement:	30 days after Landlord gives BSWMC, LLC possession of the Premises.

The parties to this letter of intent will not be bound to one another until such time as a lease agreement has been fully executed.

Accepted:

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

ORDINANCE 2022-03

AN ORDINANCE AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CORPORATE LIMITS OF THE CITY OF GREENVILLE.

WHEREAS, in the 2021 Legislative Session, the Alabama Legislature passed Act No. 21-450 (the "Act") legalizing and creating a regulatory framework for medical cannabis; and

WHEREAS, the Alabama Legislature made a number of findings of fact, including:

1. "Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."
2. "There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the supervision of a physician licensed in this state."
3. "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments", and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to regulate dispensary operations, thus addressing any health, safety or welfare concerns for the citizens of the City of Greenville; and

WHEREAS, the Act requires the governing body of any municipality by ordinance to authorize the operation of the dispensing sites within the corporate limits of the municipality; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Greenville, thus increasing revenue; and

WHEREAS, the City of Greenville wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Greenville to assure its citizens can receive the medical and economic benefits of medical cannabis.

NOW, THEREFORE, BE IT ORDAINED by the City Council (the "Council") of the City of Greenville, Alabama (the "City") as follows:

Section 1. In accordance with Alabama Code §20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act No. 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Greenville subject to the provisions of Act No. 21-450, and any relevant provisions of the *Code of Ordinances* of the City of Greenville and any applicable zoning restrictions the City of Greenville may adopt pursuant to §20-2A-51(c)(3), *Code of Alabama*.

Section 2. That this Ordinance shall become effective immediately upon its adoption, approval and publication as required by law.

ADOPTED AND APPROVED this the 12th day of December, 2022.

Dexter McLendon, Mayor

ATTEST:

Dee H. Blackmon
Dee Blackmon, City Clerk-Treasurer

CITY OF GREENVILLE

DEPARTMENT OF COMMUNITY DEVELOPMENT AND PLANNING
CITY HALL ● 119 EAST COMMERCE STREET ● GREENVILLE, AL 36037
TELEPHONE: 334.382.2647 x: 224

December 29, 2022

Alabama Medical Cannabis Commission
Post Office Box 309585
Montgomery, AL 36130

RE: Approval for 631 Willow Lane Greenville, AL 36037 (the "Property")

To Whom It May Concern:

This letter is to confirm that (i) the Property referenced above is zoned Commercial("C-1, C-2, and C-3"); and (ii) the proposed use of the dispensing of medical cannabis is permitted in the C-1, C-2, and C-3 zone. This Property is located at least 1,000 ft from any schools, daycare, and childcare facilities, in compliance with Alabama Rule 583-x-8-.04(3).

Ordinance No. 10-18-22 permits the operation of medical cannabis dispensaries within the city limits of Greenville for properties zoned C-1, C-2, and C-3.We have determined that the Property's C-1, C-2, and C-3 zoning thus permits the proposed use of dispensing (sales) of medical cannabis.

Should you need any further clarification or have any additional questions, please feel free to call me at (334) 382-2647, ext 224 or email me at christy@cityofgville.com

Regards,

Christy Bozeman

Christy Bozeman
Administrative Assistant

ATTACHMENTS

Dispensary 3

Daphne

November 16, 2022

Dear Mr. Johannes Schild

Schild Investments LLC

Tenant:	BSWMC, LLC
Premises:	9797 Timber Circle, Ste B, Daphne, AL 36527
Size:	2,300 SF
Use:	The dispensing of cannabis-controlled substances.
Initial Lease Term:	Five (5) years
Early Termination:	If Tenant does not obtain a license for medical marijuana the lease can be cancelled with payment of five months rent
Rent:	Twenty dollars ($20.00) per SF
Renewal Options:	One option
Delivery Date:	May 1, 2023
Rent Commencement:	May 1, 2023

Very truly yours,

Woody Rush

The parties to this letter of intent will not be bound to one another until such time as a lease agreement has been fully executed.

Accepted:

§36-12-40 (and grounds outlined therein).
§36-12-40 (and grounds outlined therein).
§36-12-40 (and grounds outlined therein).
§36-12-40 (and grounds outlined therein).
§36-12-40 (and grounds outlined therein).
§36-12-40 (and grounds outlined therein).

CITY OF DAPHNE, ALABAMA
RESOLUTION 2022 - 49

AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF DAPHNE, ALABAMA

WHEREAS, on May 17, 2021, Alabama Governor Kay Ivey signed the Darren Wesley "Ato" Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a city upon the approval of a resolution authorizing the operation of dispensaries within the city'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 Daphne; and

WHEREAS, the location of a dispensary within the corporate limits of Daphne will bring the potential of hundreds of new employment opportunities for Daphne's citizens; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Daphne, thus creating new revenue.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA that it authorizes the operation of dispensing sites within its corporate limits subject to any applicable zoning restrictions the Council may adopt pursuant to § 20-2A-51(c)(3).

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, this 19th day of September, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

COMMUNITY DEVELOPMENT

Daphne ALABAMA

MEMO

TO: WHOM IT MAY CONCERN
FROM: ADRIENNE JONES, AICP, DIRECTOR
DATE: DECEMBER 15, 2022

SUBJECT: ZONING VERIFICATION FOR THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CITY OF DAPHNE

On December 5, 2022, The Daphne City Council adopted Ordinance 2022-65, an Ordinance authorizing The Operation of Medical Cannabis Dispensary Sites within the corporate limits of the City of Daphne. This Ordinance says that *In Accordance with the Darren Wesley "Ato" Hall Compassion Act adopted on May 17, 2021, the holder of a license granted by the State of Alabama pursuant to the Act is authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Daphne subject to the provisions of the Act and other applicable state law, and further subject to any applicable ordinance(s) of the City of Daphne, including, without limitation, applicable zoning regulations and business license requirements as the same are applicable to other businesses operating as a Pharmacy.*

On November 17, 2022, The Daphne Planning Commission set forth a favorable recommendation to amend the City of Daphne, Land Use and Development Ordinance (LUDO). One of the proposals is to amend the provisions of Article 35, Table of Permitted Uses *to allow by right Pharmacies and Drug Stores in the following zoning districts: B-1, Local Business District, B-2, General Business District, B-1(a), Limited Local Business District and B-2(a), General Business Alternate District.*

On December 5, 2022, The Daphne City Council voted to set a public hearing for the proposed amendment to the LUDO to be held on February 6, 2023 in the regular meeting of the City Council at 6:30 p.m. Under typical conditions, the Council will *deliberate and vote on the proposed amendment in their February 20, 2023 meeting held at 6:30 p.m*. After the prescribed advertisement period, the proposal to amend the Land Use and Development Ordinance will be effective and enacted.

Please submit to the Department of Community Development any request for zoning verification for a proposed medical cannabis dispensary site after February 21, 2023, for formal processing.

1705 Main Street | PO Box 400 | Daphne, Alabama 36526 | 251-620-1700 | www.daphneal.com

COMMUNITY DEVELOPMENT

ZONING VERIFICATION LETTER

Subject Property Address: 9797 Timber Circle Daphne, AL 36526
Baldwin County Parcel PPIN #: 268021 Parcel ID #: 05-32-08-27-0-000-002.236

In response to your request for information regarding the above-referenced property, we have researched our files and present the following:

1. **The current zoning classification for the subject property is: B-1, Local Business**
   Located in an overlay district. District name: N/A

2. **Adjacent property zoning designations are:**

North: **B-2, General Business** South: **B-1, Local Business**

East: **B-1, Local Business** West: **B-1, Local Business**

3. **According to the Land Use & Development Ordinance for this district, the existing use of the subject property (Drug Store-see memo attached) is a:**

☒ **Permitted Use by Right** ☐ **Permitted Use which first requires site plan review and approval**

Comments:
N/A

4. **To the best of our knowledge, the existing structure(s) was developed:**
☒ in accordance with Current Zoning Code Requirements and is
☐ Legal Conforming
☐ **Non-conforming (see comments)**
☐ **Undetermined**

Comments:
N/A

This information was researched on December 28, 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 supplied by the requestor. The Authority assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours.

By: Printed Name: Adrienne D. Jones, AICP Director

ATTACHMENTS

Dispensary 4

Enterprise

November 16, 2022

Kenny Whatley
NAI TALCOR, Dothan Division
107 Hidden Glen Way
Dothan, AL 36303

Dear Kenny,

Tenant:	BSWMC, LLC
Premises:	805 E. Lee Street, Building A Enterprise, AL 36330
Size:	2,317 SF
Use:	The dispensing of cannabis-controlled substances.
Initial Lease Term:	Five (5) years
Early Termination:	If Tenant doesn't get a license for medical marijuana the lease can be cancelled with payment of three (3) months rent.
Rent:	$2,950.64 monthly $35,407.68 annually; includes rent, CAM, RTax
Renewal Options:	1st Option ($40,000 gross) includes rent, CAM, RTax 2nd Option ($44,750 gross) includes rent, CAM, RTax
Delivery Date:	2/1/2023; construction to begin after approval from State of license
Rent Commencement:	2/1/2023;During the sixty (60) day build out of the space the rent will be reduced to $1,500 per month . Deposit of $1,000 to be made at lease execution, refundable if license is not granted. If granted, will be applied to first month full rent is paid.

Very truly yours,

Woody Rem

The parties to this letter of intent will not be bound to one another until such time as a lease agreement has been fully executed.

Accepted:

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

ORDINANCE 10-18-22
AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES

WHEREAS, in the 2021 Legislative Session, the State of Alabama Legislature passed Act No. 21-450 (sometimes referred to as the "Act") legalizing and creating a regulatory framework for medical cannabis; and,

WHEREAS, the Alabama Legislature made the following findings of fact:

1. "Medical research indicates that the administration of medical cannabis can successfully treat various medical conditions and alleviate the symptoms of various medical conditions."

2. "There are residents in Alabama suffering from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under supervision of a physician licensed in this state."

3. "Establishing a program providing for the administration of cannabis derivatives for medical use in this state will not only benefit patients by providing relief to pain and other debilitating symptoms, but also provide opportunities for patients with these debilitating conditions to function and have a better quality of life and provide employment and business opportunities for farmers and other residents of this state and revenue to state and local governments."

WHEREAS, this Act requires the governing body of any municipality to authorize by ordinance the operation of the dispensing sites within the corporate limits of the municipality; and,

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Enterprise, thus increasing revenue; and,

WHEREAS, the City of Enterprise wishes to authorize the operation of medical cannabis dispensing sites within the corporate limits of the City of Enterprise to assure its citizens can benefit from the medical and economic benefits of medical cannabis.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Enterprise, Alabama, as follows:

Section 1 – Authorization. In accordance with Alabama Code §20-2A-51, a holder of a license granted by the State of Alabama pursuant to Act 21-450 is hereby authorized to operate a medical cannabis dispensing site within the corporate limits of the City of Enterprise subject to the provisions of Act 21-450 and any relevant provisions of the code, ordinances, resolutions, rules and regulations of the City of Enterprise.

Section 2 – Other Rules, Regulations, etc. The operation of dispensing sites within the corporate limits of the City of Enterprise is hereby authorized subject to any applicable zoning restrictions the City of Enterprise may adopt pursuant to §20-2A-51(c)(3), and such operations may be further subject to any other laws, rules, regulations, resolutions and/or ordinances which may exist or be hereafter adopted.

Section 3. – Conflicting Ordinances/Resolutions. All code sections, ordinances, resolutions, rules and regulations, or parts of the same, of the City of Enterprise, which are in conflict with this Ordinance, are to the extent of such conflict, hereby repealed. Otherwise, unless in such conflict with any said code, ordinance, resolution, rule or regulation of the City, or parts thereof, this Ordinance supplements the same.

Section 4. – Provisions Severable. The provisions of this Ordinance are severable. If any section, subsection or provision shall be declared to be invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section, subsection or provision of this Ordinance.

Section 5. – Effective Date. This ordinance shall take effect upon its approval by the City Council, or upon its otherwise becoming law, but shall nevertheless be published as required by law.

Duly Passed and Adopted this 1st day of November, 2022.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

ORDINANCE 10-18-22 Page 2

Council Member Eugene Goolsby
District #2

Oppose
Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:
Beverly Sweeney
City Clerk

Transmitted to the Mayor this 2nd day of November, 2022.

Beverly Sweeney
City Clerk

ACTION OF THE MAYOR:

Approved this 2nd day of November, 2022.

William E. Cooper
Mayor

ATTEST:
Beverly Sweeney
City Clerk

City of Enterprise
Department of Engineering Services & Public Works
501 S Main Street
Enterprise, Alabama 36330
Phone (334) 348-2671
Fax (334) 348-2672

12-27-2022

Ref: 805 E. Lee Street, Bldg. A

To Whom it may Concern,

805 E. Lee Street, Bldg. A is B-1

I interpret the City's existing ordinances to allow a medical cannabis dispensary in zones B-1, B-3 and M-D as a medical support service.

You should be aware that in the future, the City Council may institute other zoning ordinances or rules and regulations related to medical cannabis dispensaries in Enterprise. This letter is in no way intended to be interpreted to mean that existing ordinances could not be changed or amended or new ordinances implemented.

Sincerely,

Thomas Hardy
Assistant Director of Engineering Services

ATTACHMENTS

Dispensary 5

Troy

November 10, 2022

Ronald Botterbusch
R B COMMERCIAL PROPERTIES
Montgomery, Alabama

Re: Retail Building – Troy, Alabama

Dear Ron,

Below is a summary of proposed terms and conditions. As you review this proposal, please let me know if any items need further discussion or clarification.

Building	1106 Highway 231 Troy, Alabama 36081
Landlord	§36-12-40 (and grounds outlined therein)
Tenant	TBD
Premises	Approximately 4,000 square foot freestanding building located in Troy, Alabama.
Lease Term	62 months
Commencement Date	January 1, 2023.
Base Rental Rate	$4,000 per month "gross". The rental rate shall include property taxes and building insurance. This rate will remain flat for the initial term. Landlord will abate the first two months rent to allow tenant to make any improvements needed to the space. (January, 2023 and February, 2023)
Tenant Improvements	Landlord will deliver the space as is. The landlord will abate the first two months rent to allow the tenant to improve the space.
HVAC	Landlord shall deliver the HVAC system in good working order. Tenant shall be responsible for HVAC repairs, maintenance, and replacement throughout the lease term.
Roof	Landlord shall be responsible for the roof other than defects / leaks cause by the tenant and/or it's equipment
Signage	Tenant shall have full use of the monument sign and shall have building signage. Landlord shall be allowed to reasonably approve signage. All signage shall be at the tenant's expense.
Parking Lot	Landlord will sealcoat and strip the parking lot.

Termination Right	The tenant shall have a one-time conditional termination right 12 months after the rent commencement date of the lease. To execute the termination right, the tenant must have been denied the necessary licensing to open a medical marijuana retail establishment in the State of Alabama.

Should you find these terms acceptable, please sign where indicated below and return to my office. These business terms between the Parties are to be incorporated into a final lease extension document, and the Parties agree to work in good faith to complete and execute said document as soon as reasonably practicable; however, neither party shall be bound by these terms until such time as the lease document is fully executed. We appreciate your interest and look forward to your response.

Sincerely,

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

ORDINANCE 435

AUTHORIZING THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF TROY

WHEREAS, on May 17, 2021, the Governor for the State of Alabama singed the Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance 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 Troy; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Troy will bring the potential of hundreds of new employment opportunities for the citizens of the City of Troy; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Troy, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TROY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Troy, subject to any applicable zoning restrictions the City of Troy may adopt pursuant to §20-2A-51(c)(3).

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

Presiding Officer

ATTEST:
City Clerk

APPROVED this the 13th day of December, 2022.

Jason A. Reeves, Mayor

ATTEST:
City Clerk

CITY OF TROY

PLANNING AND ZONING

December 22, 2022

BSWMC, LLC
Attn: Mr. Sterling Stoudenmire, IV
c/o Mr. Matt Oliver (via email to Matt Oliver at matt@svandb.com and Sommer Vaughn at sommer@svandb.com)
2600 EastChase Lane
Montgomery, AL 36117

Re: Zoning Confirmation – 1106 US Hwy 231 S, Troy, Alabama - Pike County Tax Parcel 55-17-02-04-3-005-003.000

Dear Mr. Stoudenmire,

Based upon my review of the City of Troy Zoning Map, the property located at 1106 US Hwy 231 S, Troy, Alabama 36081, more particularly described as being located on Pike County Tax Parcel 55-17-02-04-3-005-003.000, is zoned, to the best of my knowledge, in the C-4: Highway Commercial Zoning District. The Proposed Land Use Map of the Comprehensive Community Master Plan for the City of Troy has this property located in the Commercial Corridor land use district. To the best of my knowledge, this property is not listed as a Historical Property.

Attached hereto is a copy of the applicable zoomed section of the current Zoning Map (EXHIBIT A) which shows adjacent zoning and a copy of the applicable section of the current City of Troy Zoning Ordinance regarding district regulations (EXHIBIT B).

The City has started the process to amend the Zoning Ordinance to allow "Medical Cannabis Dispensing Sites, provided, however, such dispensing site(s) must comply with all applicable present and future laws, regulations, rules, and ordinances, including, but not limited to, the following: such dispensing site(s) shall not be served by or have access to a developed residential neighborhood street, pursuant to Title 20, Code of Alabama 1975, Article 4, §20-2A-64, each dispensing site must be located at least one thousand feet from any school, day care, or child care facility, and pursuant to Title 20, Code of Alabama 1975, Article 4, §20-2A-61 each dispensing site shall comply with all advertisement and display restrictions." as a permitted use in the C-4: Highway Commercial, M-1: Light Industrial, and M-2: Heavy Industrial Zoning Districts. The proposed amendments are currently on the December 22, 2022, Planning Commission agenda to request for recommendation to the City Council. If recommended, the proposed amendments in the form of an Ordinance will be forwarded to the City Clerk's office for placement on the Council agenda for public hearing and consideration along with advertising the notices as outlined in the Code of Alabama 1975.

Please note that this does not go over and is not intended to be all regulations as it pertains to the Troy Zoning Ordinance or any other codes which may affect this property or any intended development of this property. The current City of Troy Zoning Map and Zoning Ordinance are available online at www.troyal.gov/planning.

If I can be of any further assistance, feel free to call on me.

Sincerely;
Melissa Sanders
Melissa Sanders
Planning & Zoning Administrator

attachments

MELISSA SANDERS, PLANNING AND ZONING ADMINISTRATOR
P.O. Box 549 • 301 Charles W. Meeks Avenue • Troy, Alabama 36081 • Tel: (334) 670.6058 • Fax: (334) 670.6078
www.troyal.gov

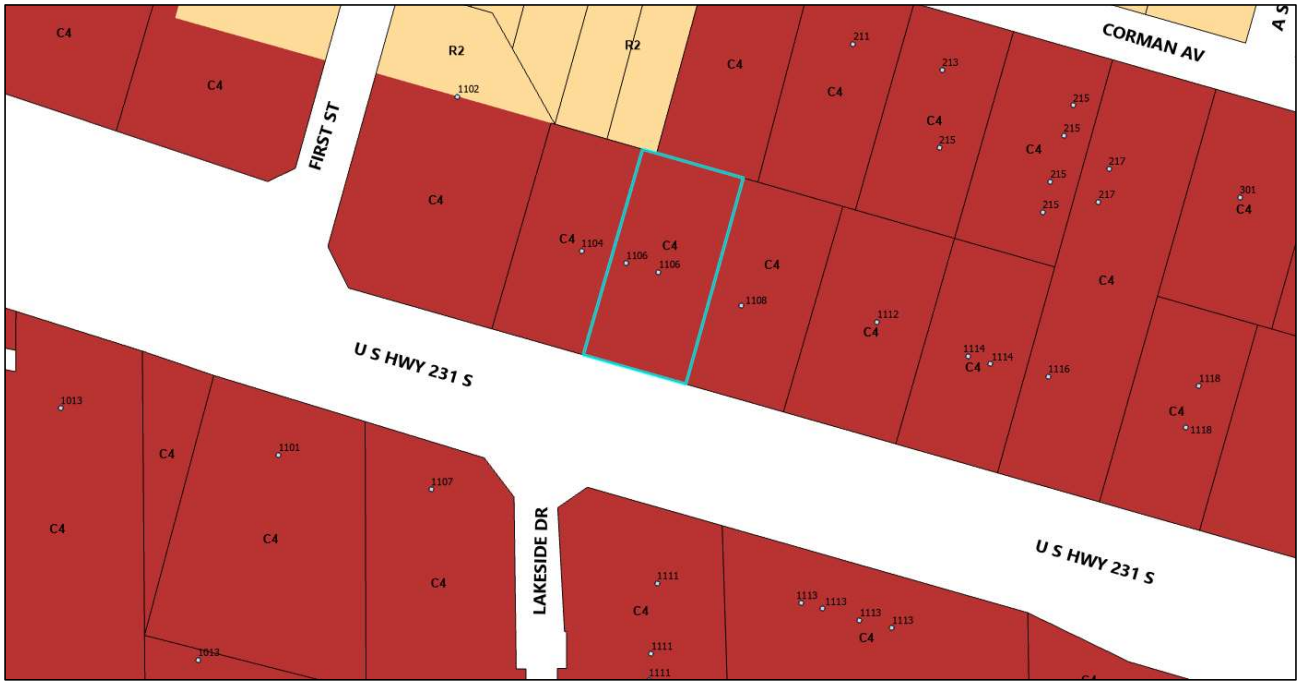
CITY OF TROY

PLANNING AND ZONING

EXHIBIT A

City of Troy Zoning Map

(Section showing 1106 US Hwy 231 S, Troy, Alabama)



MELISSA SANDERS, PLANNING AND ZONING ADMINISTRATOR

P.O. Box 549 • 301 Charles W. Meeks Avenue • Troy, Alabama 36081 • Tel: (334) 670.6058 • Fax: (334) 670.6078

www.troyal.gov

CITY OF TROY

PLANNING AND ZONING

EXHIBIT B
City of Troy Zoning Ordinance
(Current Section regarding C-4 Zoning District)

5.31 C-4: Highway Commercial:

5.311 Statement of Intent: It is the intent of this district to provide for an opportunity for the location of retail sales and businesses along the main federal highways within the City. The placement of such businesses will be conducive to the tourist trade.

5.312 Uses Permitted: Any retail or business as permitted or permitted on appeal in the C-2 District, Sections 5.292 and 5.293.

Stores intended primarily for the tourist trade.
Motels, hotels.
Filling stations or indoor repair of automobiles.
Mobile home sales and service.
Places of amusement and assembly.
Signs as regulated in Section 6.21.

5.313 Uses Permitted on Appeal: Large dry cleaners and laundries, manufacturing incidental to a retail trade business where articles are sold on the premises. Any use permitted or permitted on appeal in the R-3 District and subject to the requirements thereof.

Animal clinics, hospitals, or kennels.

5.314 Uses Prohibited: Uses prohibited in the C-2 District.

5.315 Standards for Uses Permitted on Appeal in the C-4 District:

1. All uses permitted on appeal in the C-4 District shall be in compliance with the intent of the district regulations as expressed in Section 5.311.
2. All uses permitted on appeal shall comply with those standards specified for uses permitted on appeal in the C-1 District.
3. Uses permitted on appeal shall conform to standards set forth in Section 8.512.

5.316 Required Lot Area, Lot Width, Yards and Setbacks: Buildings hereafter constructed for uses permitted in this subsection shall be so located as to comply with the following requirements:

Minimum Lot Area: It is the intent of this subsection that lots of sufficient size be used for the business or service permitted, provided, however, that such lots shall have adequate space for ations plus required off-street parking, loadin

CITY OF TROY

PLANNING AND ZONING

Minimum required front yard ..... 35 feet

Minimum required rear yard ..... 20 feet

Minimum required side yard..... 10 feet

Maximum building area 30%

Off-street parking requirements: as regulated in Section 6.22.

5.317 Height of Buildings: No building shall exceed two and one-half (2 ½) stories or 35 feet, except that public and semi-public buildings may have a height not to exceed three (3) stories or 45 feet.

All other heights permitted in and regulated by the provisions for the C-1 District.

(Sections in the C-2 Zoning District referred to by Section 5.312 in the C-4 District)

5.292 Uses Permitted: Retail convenience, personal service and business establishments, motels, theatres, offices and banks, restaurants, filling stations, new and used automobile sales and service, funeral homes, parks and public recreational facilities, parking lots, package stores, and signs as regulated in Section 6.21.

5.293 Uses Permitted on Appeal:

1. *Light warehousing or storage related to retail trades and services.*
2. *Manufacturing incidental to a retail trade business where articles are sold on the premises.*
3. *Animal clinics.*
4. *Hospitals.*
5. *Kennels.*
6. *Any use permitted or permitted on appeal in the R-3 District and subject to the requirements thereof.*

MELISSA SANDERS, PLANNING AND ZONING ADMINISTRATOR

P.O. Box 549 • 301 Charles W. Meeks Avenue • Troy, Alabama 36081 • Tel: (334) 670.6058 • Fax: (334) 670.6078

www.troyal.gov

Exhibit 32 – Engineering Plans and Specifications (Cultivation Facilities) SUPPLEMENTAL

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.

Sterling F. Stoudenmire IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

Exhibit 32 - Engineering Plans and Specifications (Cultivation Facilities) SUPPLEMENTAL

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CANNABIS FACILITY

CLIENT / UNION SPRINGS, AL

GOODWYN MILLS CAWOOD, LLC | ARCHITECTURE, INTERIORS, CIVIL, LANDSCAPE

GMC
General Mechanic Contractor - Qualifying Agent
FL Architect AR0009913

Goodwyn Mills Cawood, LLC
720 Bayfront Parkway, Suite 200
Pensacola, FL 32502
T 850.432.0706
F 850.433.0508
GMCNETWORK.COM

ISSUE	DATE
APPLICATION SET	12/19/2022

DRAWN BY: PV
CHECKED BY: SV

CANNABIS FACILITY
155 HICKS DR
UNION SPRINGS, AL 36089

GMC # ASAR220131

TITLE SHEET

T1

12/16/2022 2:37:36 PM TEMPLATE VERSION: 20221

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
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FLOOR PLANS

Section: A1

§36-12-40 (and grounds outlined therein)
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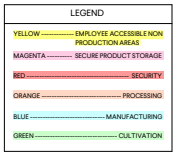
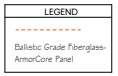
PRODUCTION FACILITY
FLOOR PLAN





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TRUE NORTH

MANUFACTURING PHASE PLAN
SCALE: 1/8" = 1'-0"

GMC
General Mechanical Contractors
FL Architect AR0009913

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155 HICKS DR
UNION SPRINGS, AL 36089

GMC # ASAR220031

MANUFACTURING PHASE PLAN

A1.01

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Greenhouse 'A'
"Glass" Houses

§36-12-40 (and grounds outlined therein)§
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FLOOR PLAN
SCALE: 1/8" = 1'-0"

TRUE NORTH

GMC
Goodwyn Mills Cawood, LLC
2400 5th Avenue South, Suite 200
Birmingham, AL 35233
T 205.879.4462
GMCNETWORK.COM

ISSUE	DATE
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UNION SPRINGS, AL

GMC # ASAR220131

GREENHOUSE - A

A1.02

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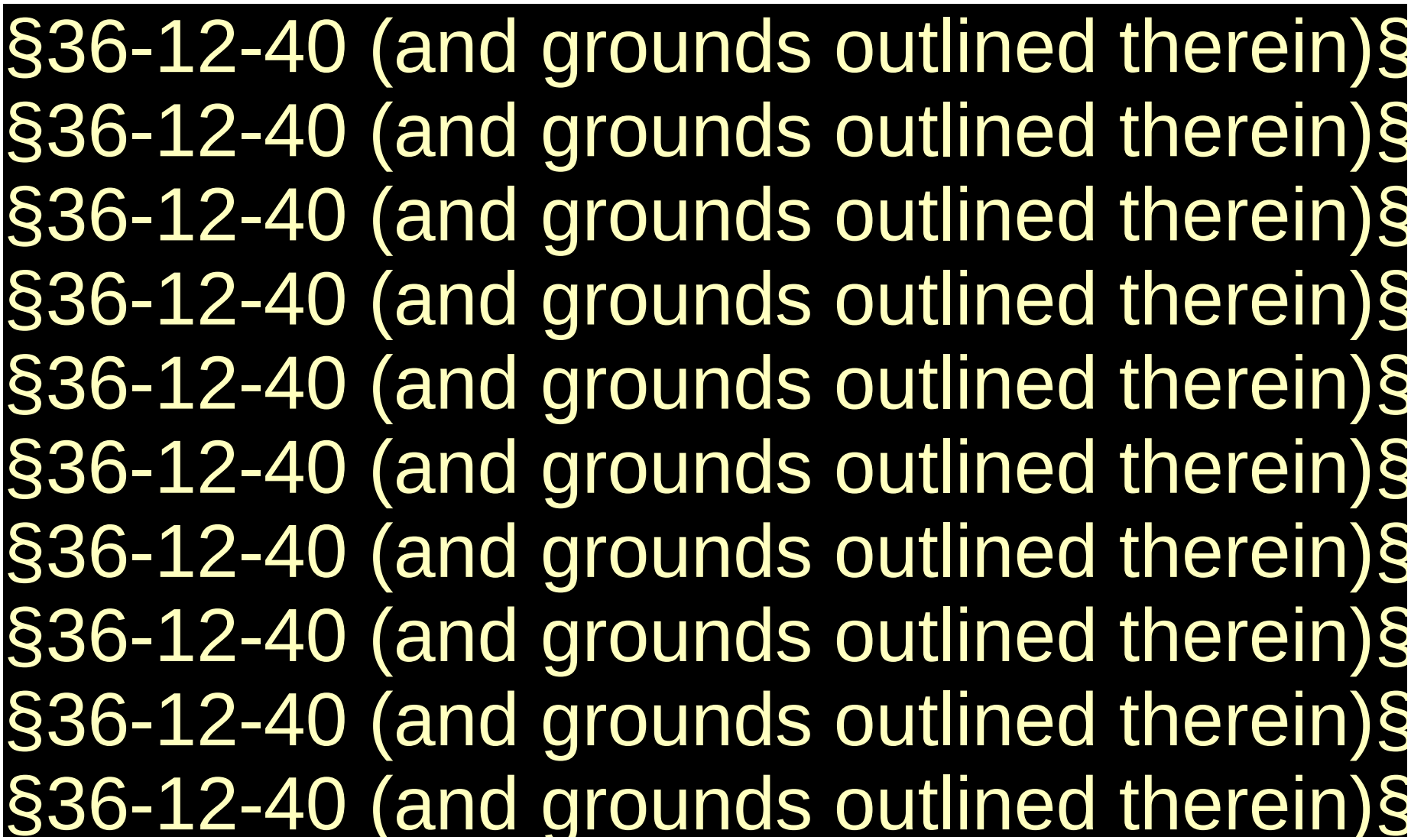
Greenhouse 'B'
"Poly" Houses
(High Tunnel)



FLOOR PLAN - LEVEL 1
SCALE: 3/16" = 1'-0"

GMC
Goodwyn Mills Cawood, LLC
2400 5th Avenue South, Suite 200
Birmingham, AL 35233
T 205.879.4462
GMCNETWORK.COM

ISSUE | DATE
SCHEMATIC SET | 12/19/2022

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CANNABIS FACILITY
UNION SPRINGS, AL

GMC # ASAR220131

GREENHOUSE - B

A1.03

TEMPLATE VERSION: 20221
12/16/2022 1:49:58 PM

ELEVATIONS

Section: A4

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VG 2
4' - 0"
T TOP
0' - 0"
VG 1
0' - 0"
VG 0
4' - 0"

GMC
General Mechanical Contractors

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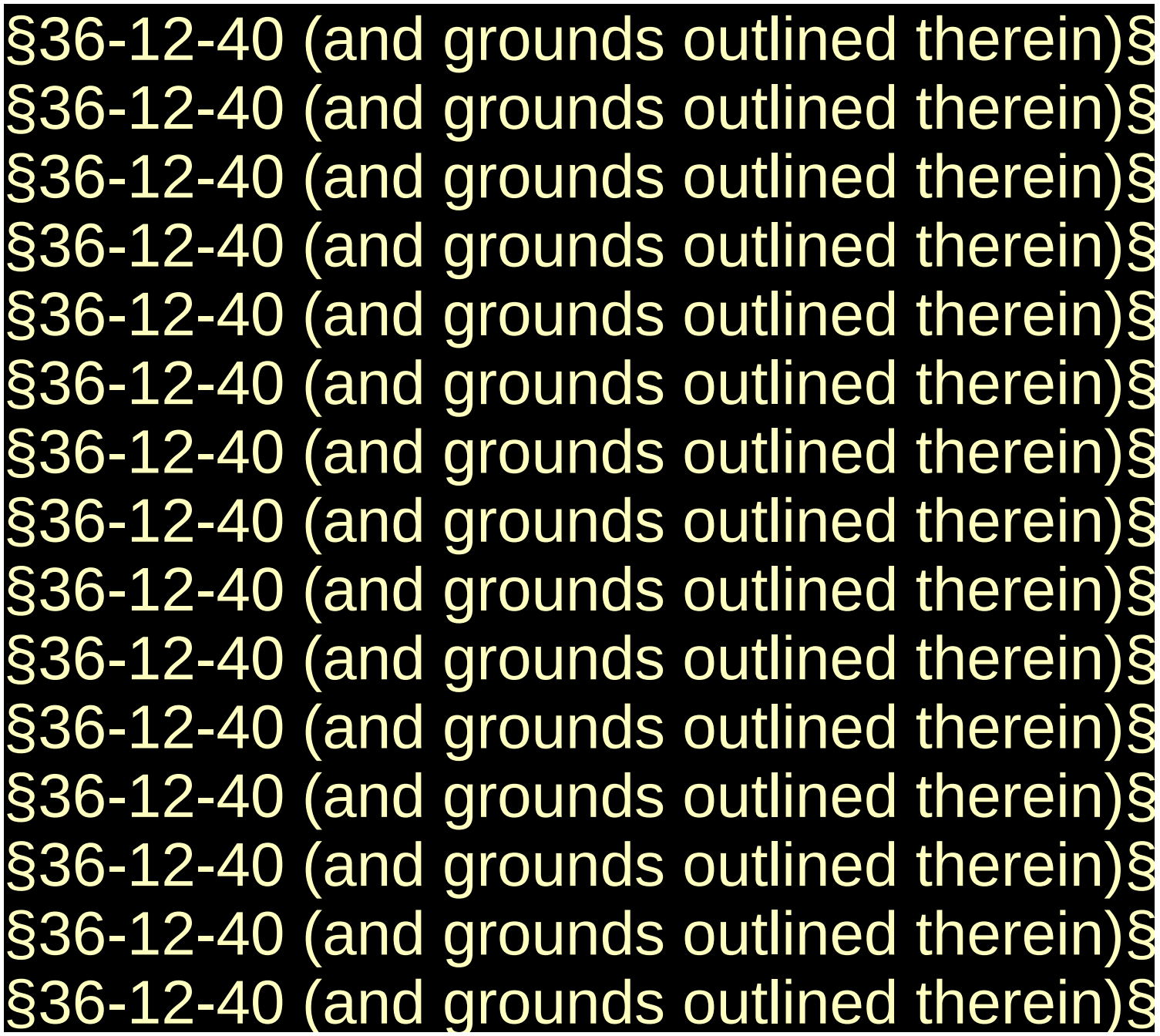
155 HICKS DR
UNION SPRINGS, AL 36089

GMC # ASAR220131

MANUFACTURING ELEVATIONS

A4.01

TEMPLATE VERSION: 20221
12/16/2022 12:53:37 PM



GMC
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ISSUE | DATE
APPLICATION SET | 12/19/2022

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UNION SPRINGS, AL

GMC # ASAR220131

GREENHOUSE - A

A4.02

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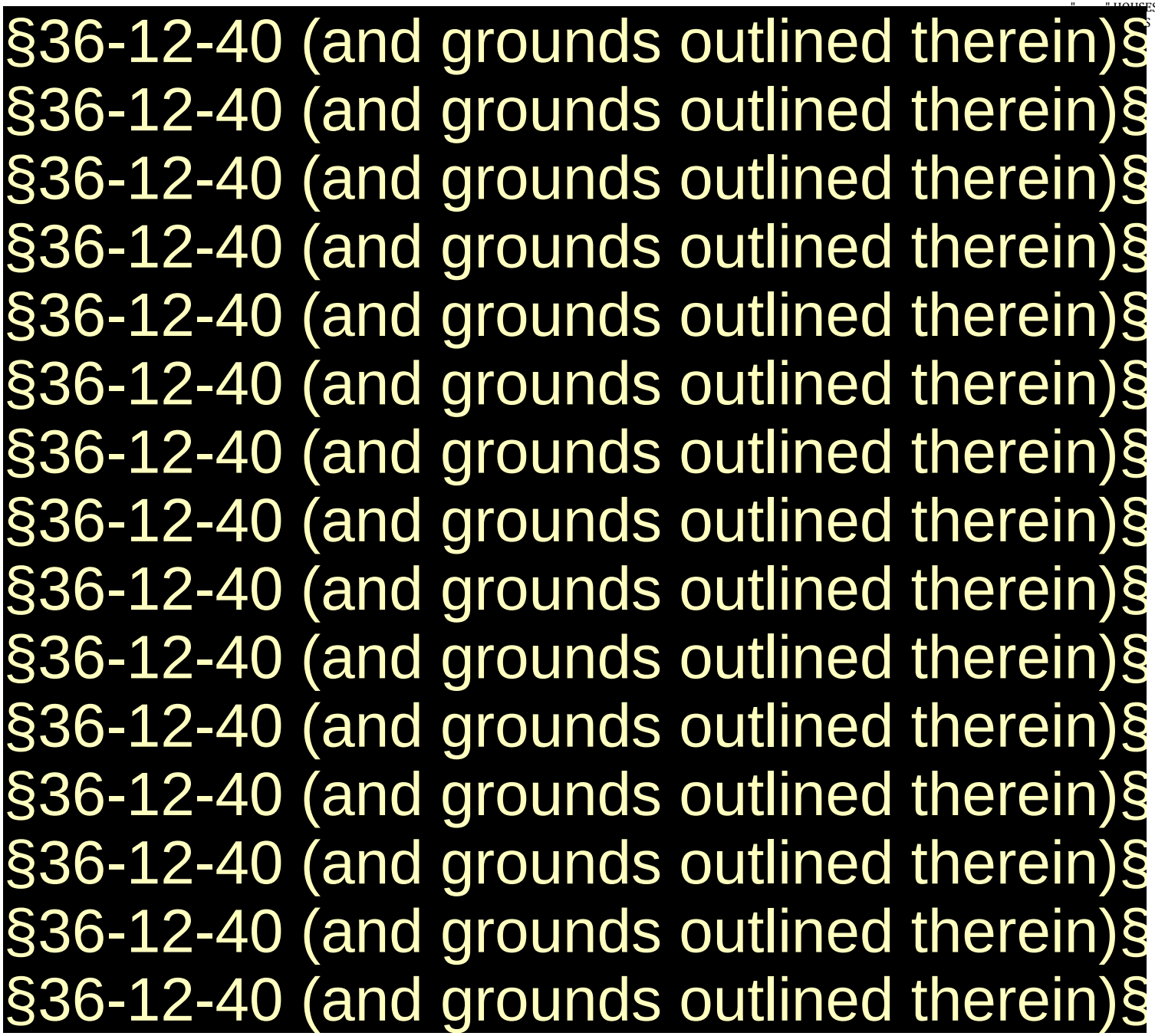

GMC

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UNION SPRINGS, AL

GMC # ASAR220131

GREENHOUSE - B

A4.03

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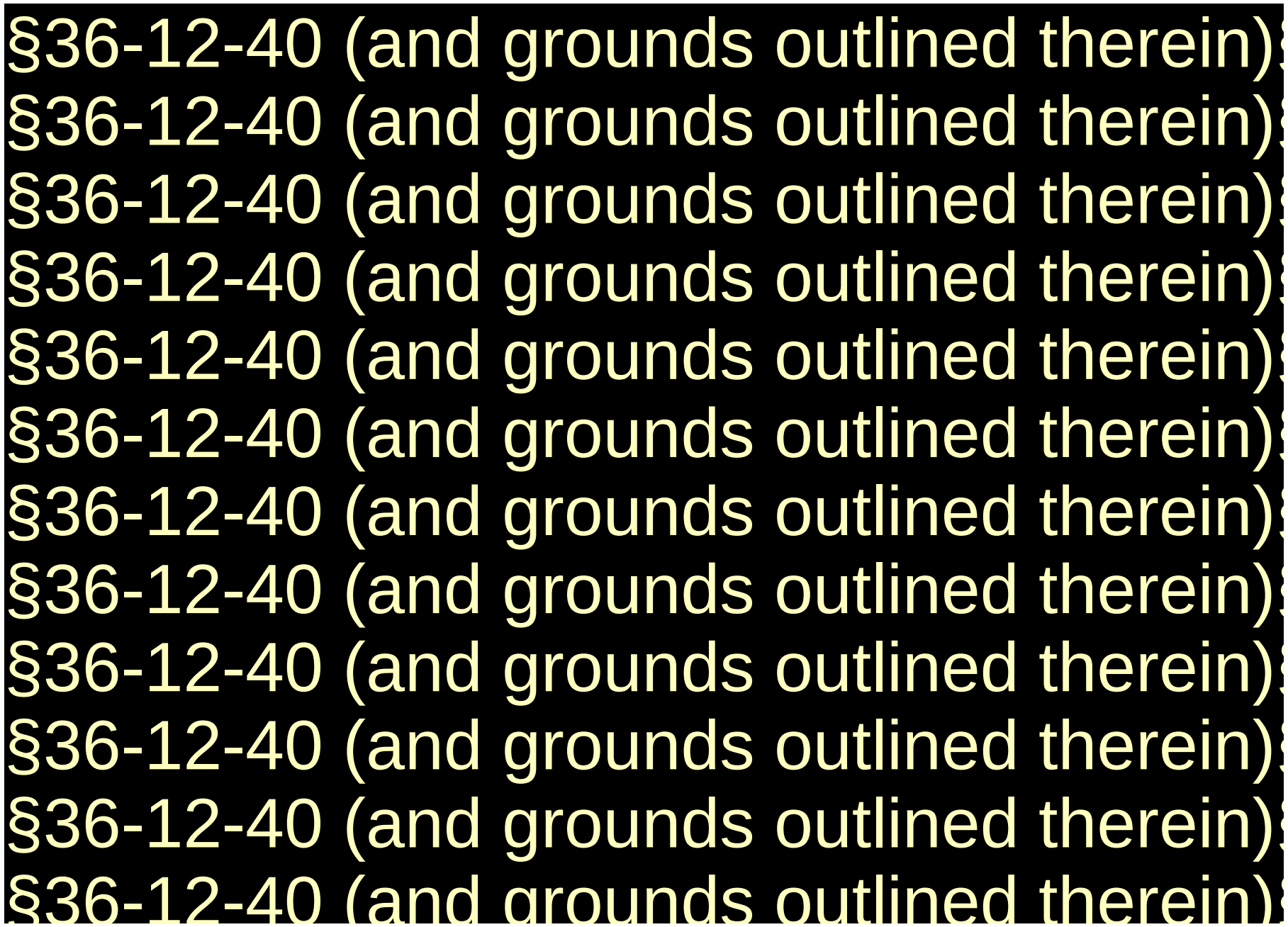
SECURITY INFORMATION

A5 Wall Sections

A9 Door/Window Details

Camera Details



GMC
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FL Architect AR0009913
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ISSUE	DATE
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155 HICKS DR
UNION SPRINGS, AL 36089

GMC # ASAR220131

WALL SECTIONS

A5.11

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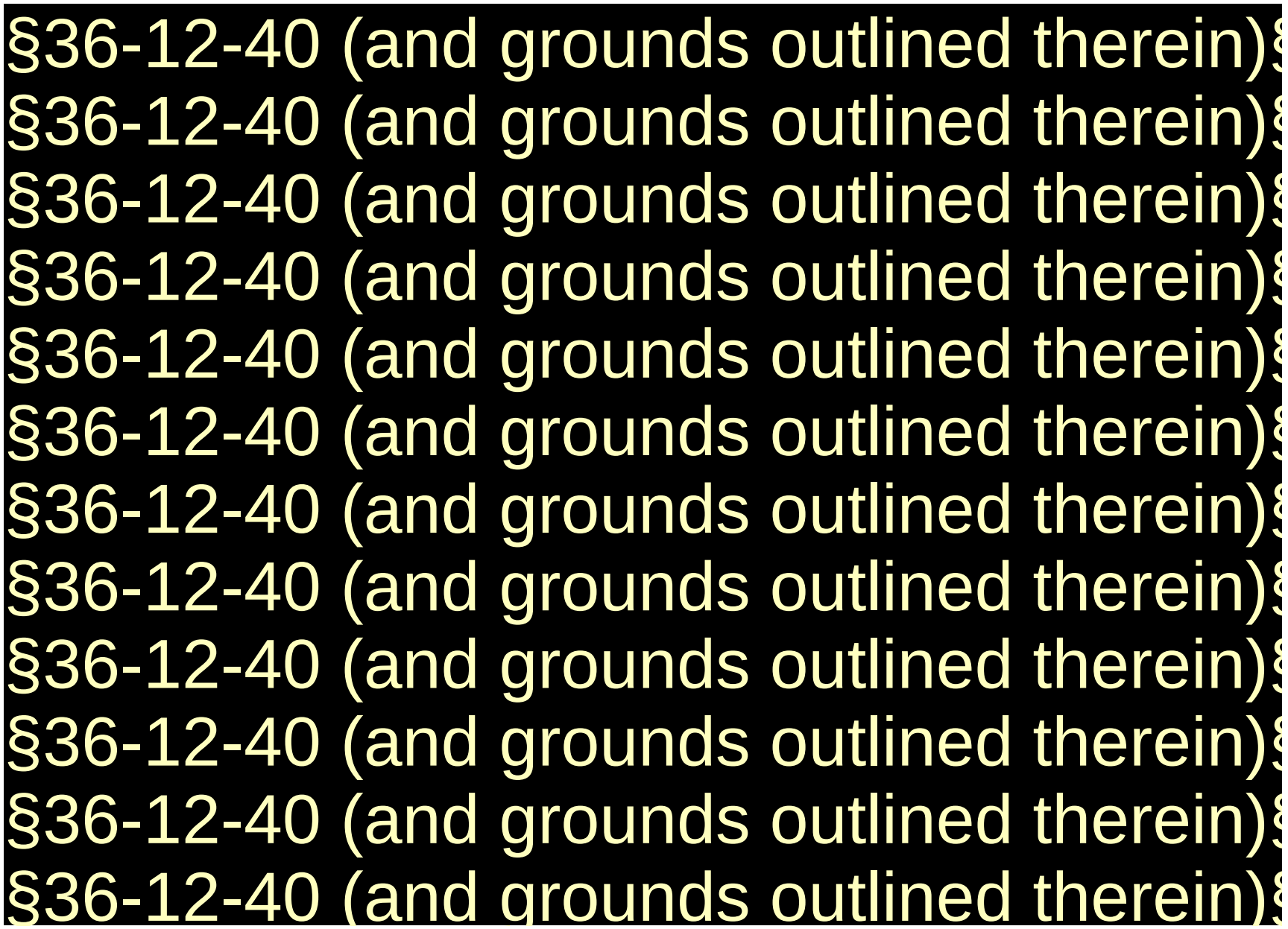

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UNION SPRINGS, AL

GMC # ASAR220131

WALL SECTIONS

A5.12

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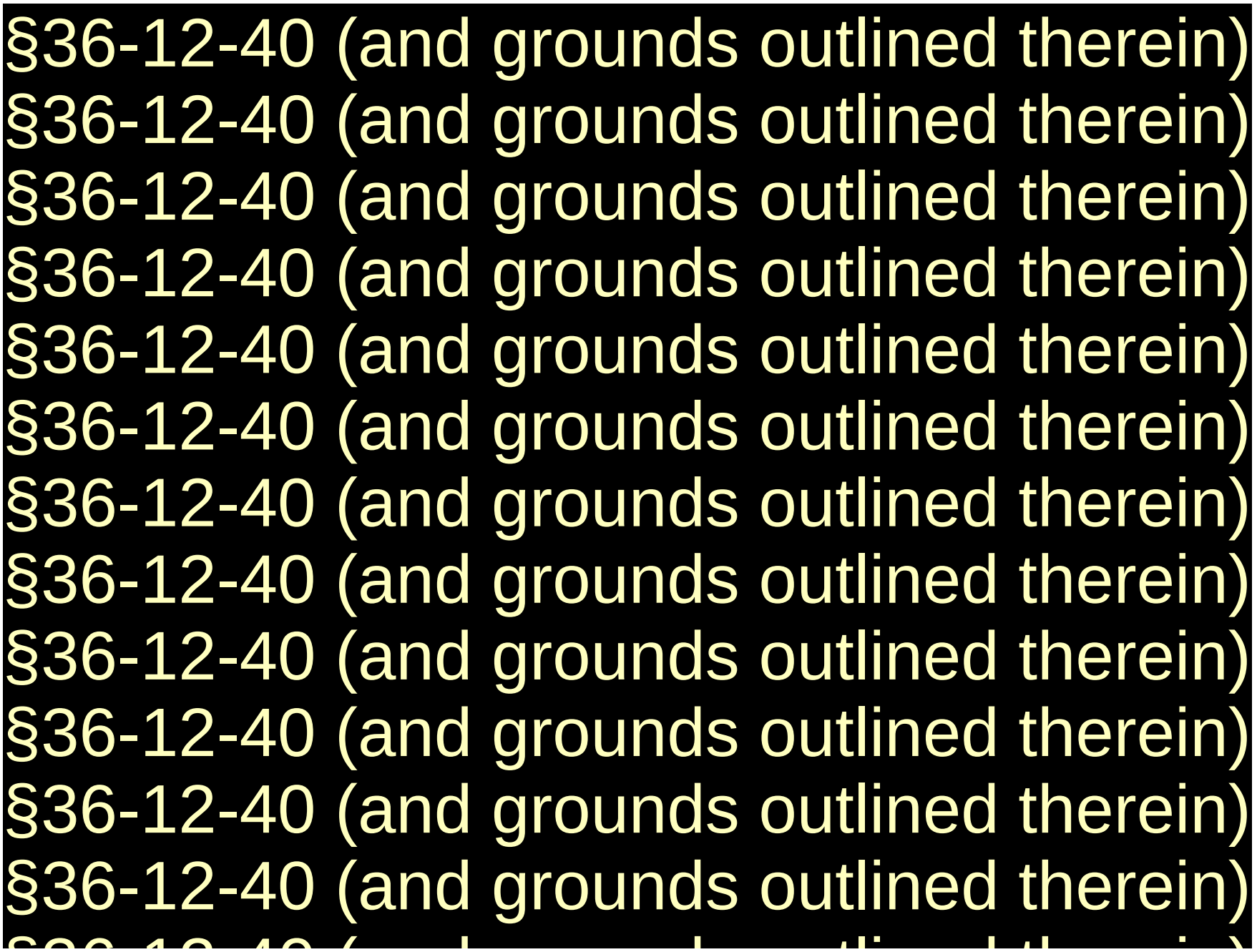

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CANNABIS FACILITY
155 HICKS DR
UNION SPRINGS, AL 36089

GMC # ASAR220031

TYPICAL- SECURITY COMPONENTS

A9.21

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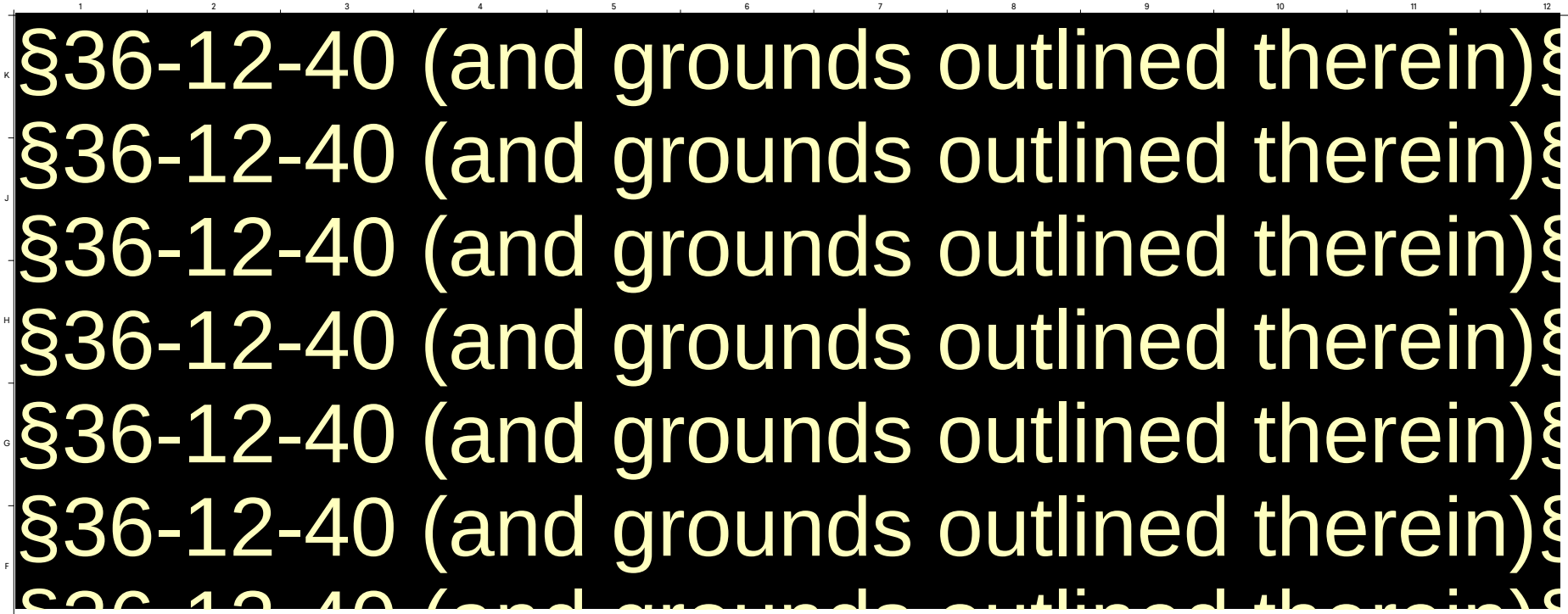

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GMC
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FL Architect AR0009813

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T 850.432.0706
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155 HICKS DR
UNION SPRINGS, AL 36089

GMC # ASAR220031

TYPICAL- EXISTING COMPONENTS

A9.22

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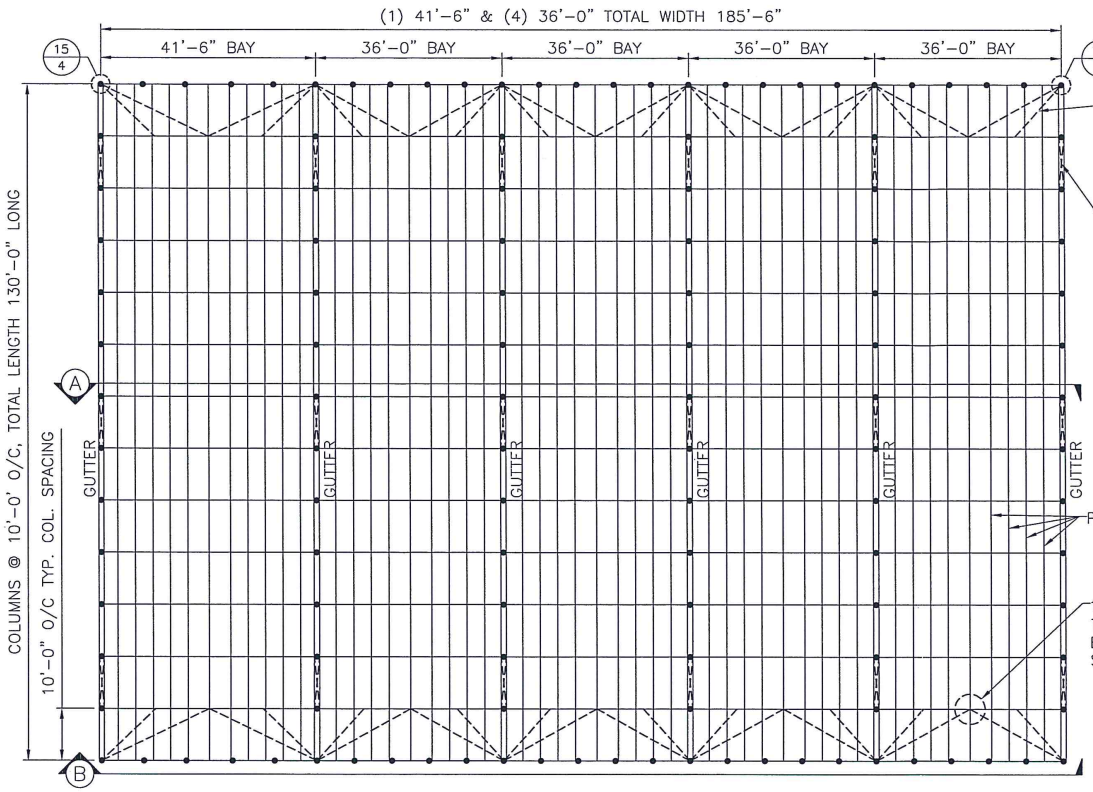
Greenhouse 'A'

Structural Drawings

Engineering - Load Calculations

BioTherm HVAC/DeHu Drawings



TYPICAL PLAN VIEW
SCALE: NTS

CONCRETE NOTES:

1. ALL CONCRETE SHALL WITHSTAND 2500 LBS. PER SQUARE INCH ULTIMATE COMPRESSIVE STRESS AT 28 DAYS.

2. CONTRACTOR SHALL INFORM CONLEY'S MANUFACTURING & SALES OF ANY DISCREPANCIES, OMISSIONS, OR ERRORS ON THE PLANS BEFORE BEGINNING CONSTRUCTION, OTHERWISE, IT SHALL BE DONE AS INTENDED BY THE ENGINEER.

3. THE ENGINEER AND/OR CONLEY'S MANUFACTURING & SALES ASSUMES NO RESPONSIBILITY FOR CONSTRUCTION SUPERVISION OR DEVIATION FROM THESE PLANS WITHOUT PRIOR WRITTEN APPROVAL.

4. ALL CONSTRUCTION SHALL COMPLY WITH THE I.B.C. LATEST EDITION AS AMENDED BY THE LOCAL AGENCY HAVING JURISDICTION.

5. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS ON DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS.

6. ANY ENGINEERING DESIGN PROVIDED BY OTHERS MUST BE SUBMITTED FOR REVIEW AND SHALL BEAR THE STAMP AND SIGNATURE OF A REGISTERED ENGINEER.

7. ALL PLUMBING, ELECTRICAL OR MISCELLANEOUS STUB OUT SHALL BE A MINIMUM OF NINE (9) INCHES CLEAR OF THE OUTSIDE CONCRETE IN ORDER TO CLEAR THE WALLS.

8. FOOTINGS SHALL BE CENTERED ON THE CENTERLINE OF THE COLUMN ABOVE UNLESS OTHERWISE NOTED.

9. ALL FOOTINGS SHALL BEAR AGAINST FIRM NATURAL UNDISTURBED SOIL OR CERTIFIED COMPACTED FILL. SOIL BEARING PRESSURE EQUAL TO 1500 PSF.

10. THE MINIMUM REQUIREMENTS AND LOCAL FROST LINE REQUIREMENTS MAY SUPERSEDE THE DESIGN CALL OUTS. CONTACT THE LOCAL BUILDING DEPARTMENT FOR MINIMUM DEPTH REQUIREMENTS.

* BUILDINGS WITH SNOW LOADS ARE DESIGNED AS HEATED BUILDINGS

STEEL NOTES:

1. ALL CONSTRUCTION TO COMPLY WITH THE LATEST EDITION OF THE I.B.C. AND A.I.S.C.

2. ALL MACHINE BOLTS TO COMPLY WITH A.S.T.M. A-307*. HOLES SHALL BE BOLT DIAMETER PLUS 1/16". (* UNLESS OTHERWISE NOTED)

3. ALL HOT ROLLED OR COLD ROLLED SHEETS AND STRIPS USED IN THE FABRICATION OF COLD FORMED STRUCTURAL MEMBERS SHALL HAVE A MINIMUM YIELD STRENGTH OF 55 K.S.I.

4. LIGHT GAGE – COLD FORMED STRUCTURAL STEEL MEMBERS SHALL CONFORM TO A.S.T.M. SPEC. A-500 GRADE "D" (Fy=50 K.S.I.), UNLESS OTHERWISE NOTED.

5. ALL STRUCTURAL STEEL MEMBERS SHALL BE GALVANIZED.

6. ROUND TUBES SHALL CONFORM TO A.S.T.M. SPEC. A-500 GRADE "D" (Fy=50K.S.I.).

7. CABLES SHALL BE OF AIRCRAFT TYPE CABLE WITH THE FOLLOWING BREAKING STRENGTHS: 1/8"ø = 1,700 LBS., 3/16"ø =4,200 LBS., 1/4"ø = 7,000 LBS.

BUILDING SPECIFICATIONS:

THIS STRUCTURE HAS BEEN DESIGNED AND DETAILED FOR THE LOADS AND CONDITIONS SHOWN ON THESE DRAWINGS. ANY ALTERATIONS TO THE STRUCTURAL SYSTEM OR REMOVAL OF ANY COMPONENT PARTS OR THE ADDITION OF OTHER CONSTRUCTION MATERIALS OR LOADS MUST BE DONE UNDER THE ADVICE AND DIRECTION OF A REGISTERED ARCHITECT, CIVIL OR STRUCTURAL ENGINEER. CONLEY'S MANUFACTURING & SALES WILL ASSUME NO RESPONSIBILITY FOR ANY LOADS NOT INDICATED.

THIS METAL BUILDING IS DESIGNED WITH CONLEY'S MANUFACTURING & SALES DESIGN PRACTICES WHICH ARE BASED ON PERTINENT PROCEDURES AND RECOMMENDATIONS OF THE FOLLOWING ORGANIZATIONS AND CODES, AND ARE ACCEPTED PRACTICES IN THE LOW RISE METAL AND AGRICULTURAL BUILDING INDUSTRY.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION:
"STEEL CONSTRUCTION MANUAL" 13TH EDITION.
2005 A.I.S.C. (M.B.M.A.) "SERVICEABILITY" STANDARDS WILL BE USED FOR THIS DESIGN.

AMERICAN IRON AND STEEL INSTITUTE:
2016 EDITION: NORTH AMERICAN SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS.

INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS:
"INTERNATIONAL BUILDING CODE" 2018 EDITION

AMERICAN WELDING SOCIETY:
"STRUCTURAL WELDING CODE" A.W.S D1.1-10

METAL BUILDING MANUFACTURER'S ASSOCIATION:
"METAL BUILDING SYSTEMS MANUAL" 2018

ALABAMA LICENSED
NO. 23440
PROFESSIONAL
ENGINEER
JANOS BOROS
12-19-2022

REVISIONS
AGM 12/19/22

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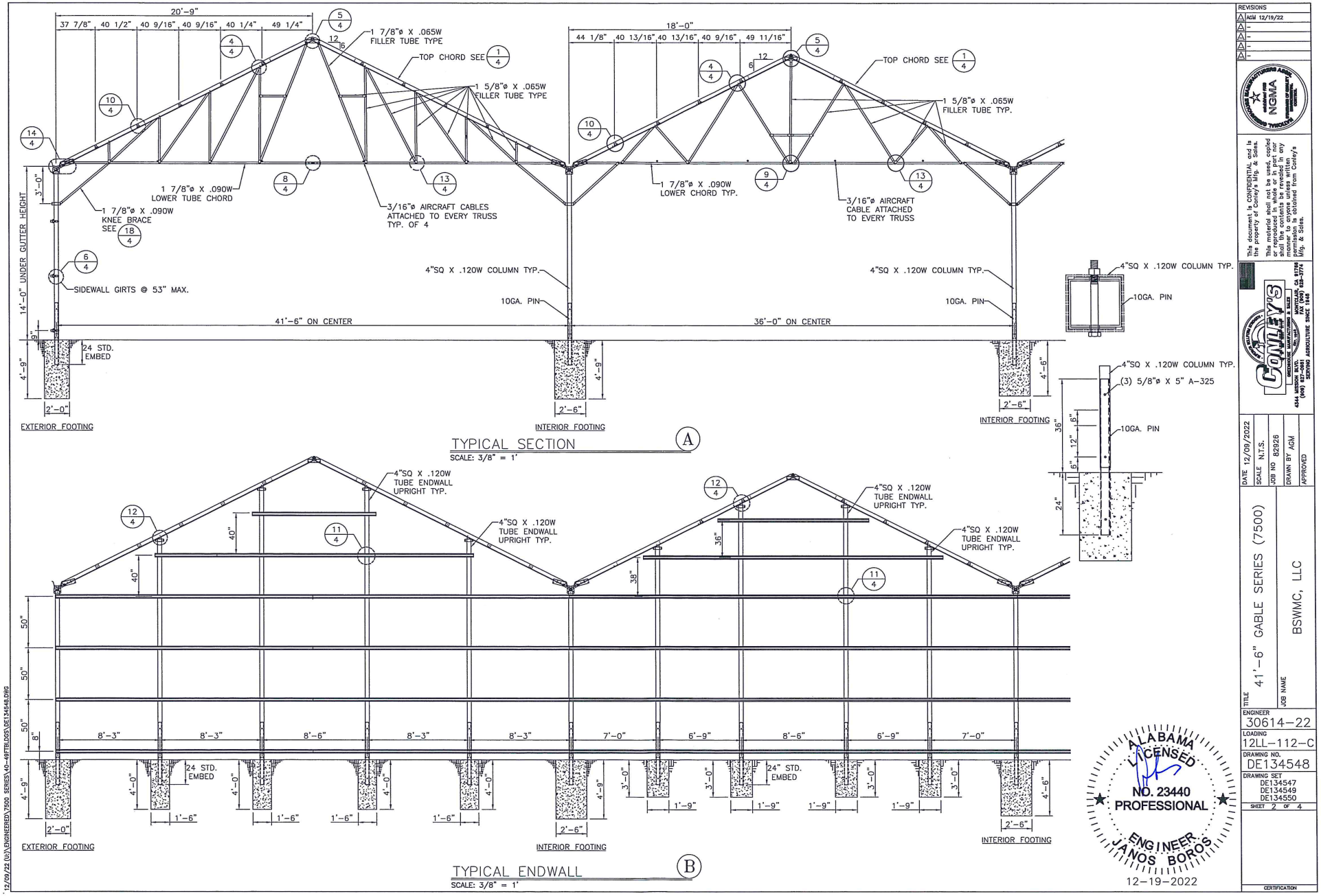
CONLEY'S MANUFACTURING & SALES
4344 MISSION BLVD. MONTCLAIR, CA 91763
(909) 627-7700 FAX (909) 628-3774
SERVING AGRICULTURE SINCE 1949

DATE 12/09/2022
SCALE N.T.S.
JOB NO 82926
DRAWN BY AGM
APPROVED

TITLE: FLOOR PLAN
JOB NAME: BSWMC, LLC

ENGINEER 30614-22
LOADING 12LL-112-C
DRAWING NO. DE134547
DRAWING SET DE134548 DE134549 DE134550
SHEET 1 OF 4
CERTIFICATION

12/09/22 (U:\ENGINEERED\7500 SERIES\40-49FTBLDGS\DE134547.DWG



REVISIONS
A ACM 12/19/22
B -
C -
D -
E -

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DATE 12/09/2022
SCALE N.T.S.
JOB NO 82926
DRAWN BY AGM
APPROVED

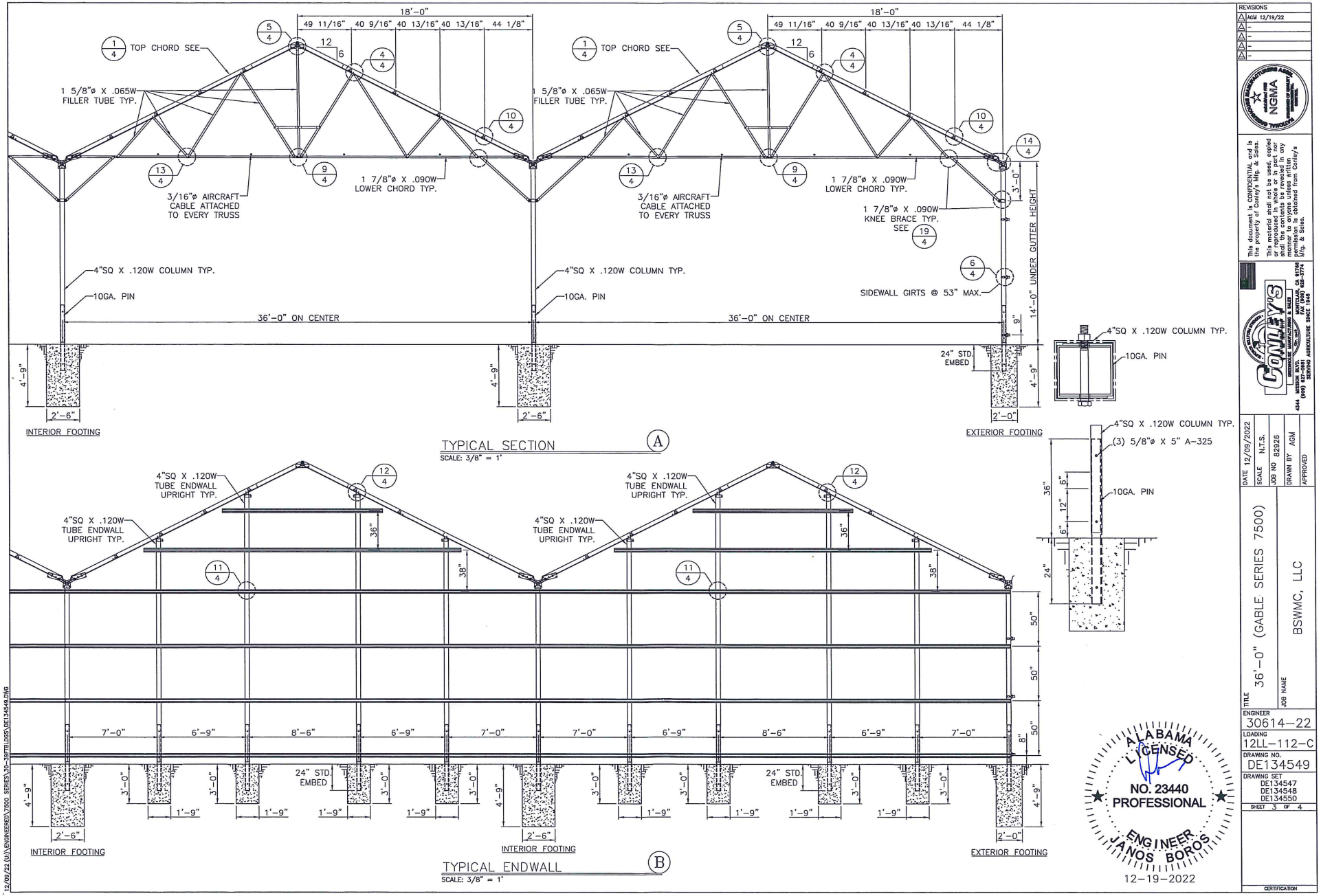
TITLE 41'-6" GABLE SERIES (7500)
JOB NAME BSWMC, LLC

ENGINEER 30614-22
LOADING 12LL-112-C
DRAWING NO. DE134548
DRAWING SET DE134547 DE134549 DE134550
SHEET 2 OF 4

CERTIFICATION

ALABAMA LICENSED NO. 23440 PROFESSIONAL ENGINEER JANOS BOROS
12-19-2022

12/09/22 (U:\ENGINEERED\7500 SERIES\40-49FTBLDGS\DE134548.DWG



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DATE 12/09/2022
SCALE N.T.S.
JOB NO 82926
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APPROVED

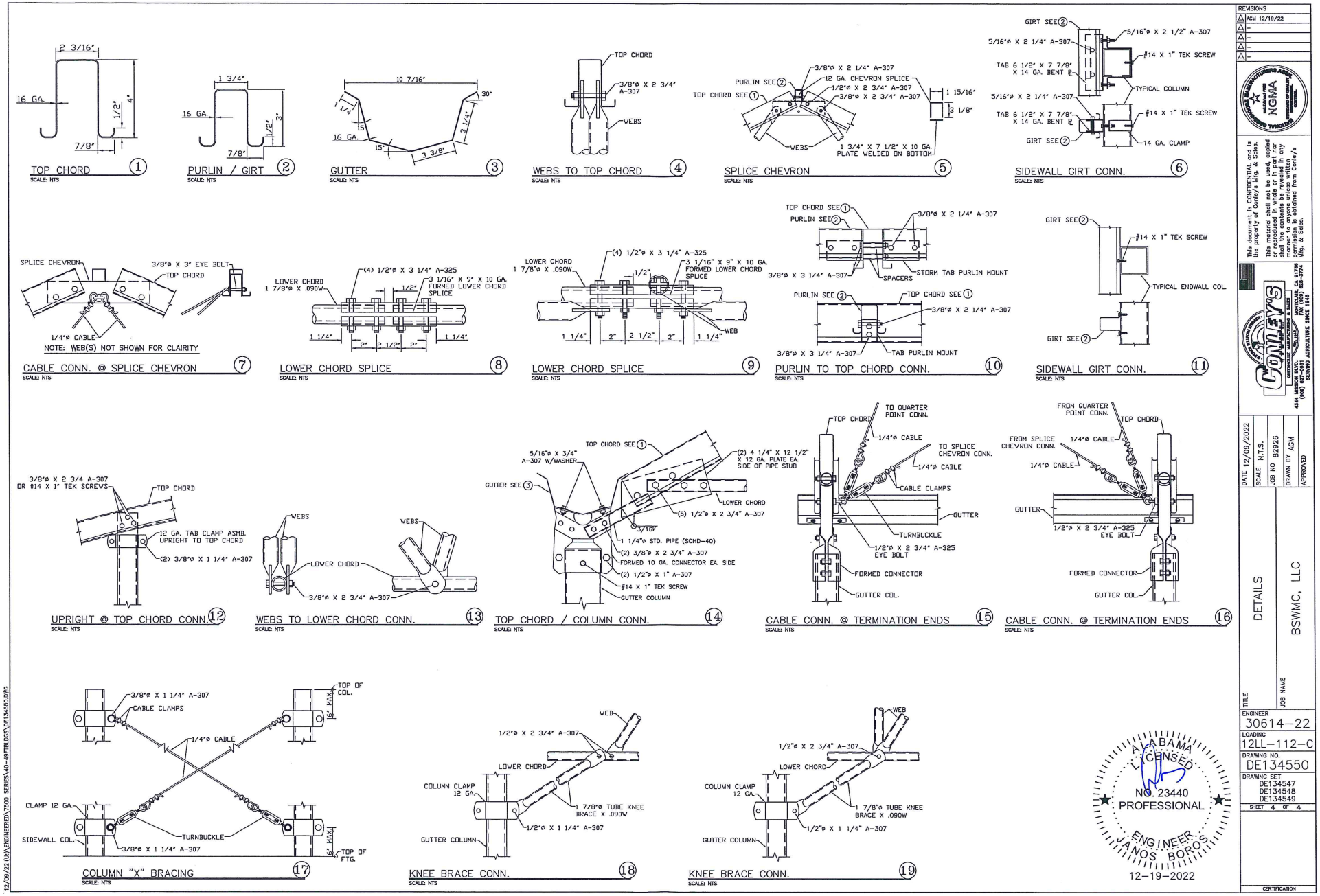
TITLE 36'-0" (GABLE SERIES 7500)
JOB NAME BSWMC, LLC

ENGINEER 30614-22
LOADING 12LL-112-C
DRAWING NO. DE134549
DRAWING SET DE134547 DE134548 DE134550
SHEET 3 OF 4

ALABAMA LICENSED NO. 23440 PROFESSIONAL ENGINEER JANOS BOROS
12-19-2022

CERTIFICATION

12/09/22 (u):\ENGINEERED\7500 SERIES\36-39FTBLDGS\DE134549.DWG


TOP CHORD 1
PURLIN / GIRT 2
GUTTER 3
WEBS TO TOP CHORD 4
SPLICE CHEVRON 5
SIDEWALL GIRT CONN. 6
CABLE CONN. @ SPLICE CHEVRON 7
NOTE: WEB(S) NOT SHOWN FOR CLAIRITY
LOWER CHORD SPLICE 8
LOWER CHORD SPLICE 9
PURLIN TO TOP CHORD CONN. 10
SIDEWALL GIRT CONN. 11
UPRIGHT @ TOP CHORD CONN. 12
WEBS TO LOWER CHORD CONN. 13
TOP CHORD / COLUMN CONN. 14
CABLE CONN. @ TERMINATION ENDS 15
CABLE CONN. @ TERMINATION ENDS 16
COLUMN "X" BRACING 17
KNEE BRACE CONN. 18
KNEE BRACE CONN. 19
SCALE: NTS
ALABAMA LICENSED NO. 23440 PROFESSIONAL ENGINEER LANOS BOROS
12-19-2022
REVISIONS
AGM 12/19/22
DATE 12/09/2022
SCALE N.T.S.
JOB NO 82926
DRAWN BY AGM
APPROVED
DETAILS
BSWMC, LLC
ENGINEER 30614-22
LOADING 12LL-112-C
DRAWING NO. DE134550
DRAWING SET DE134547 DE134548 DE134549
SHEET 4 OF 4
CERTIFICATION

ZJS ENGINEERING SERVICES INC.
14189 FOOTHILL BLVD, STE. 101
FONTANA, CALIFORNIA 92335
PHONE : (909) 823 4150 FAX: (909) 823 4153

STRUCTURAL CALCULATIONS

CUSTOMER : **BSWMC,LLC <CONLEY'S>**

DATE : **December 18,2022**

JOB NUMBER : **30614-22**

CONTENTS :

41 ft - 6 in & Multiple 36 ft Gable Series 7500

Greenhouse

1. Basic Loads.....

2. Verical Load Resisting Systems.....
2.1. Check Roof Purlins/Beams.....
2.2. Check Truss/Column Frame.....

3. Lateral Load Resisting Systems.....
3.1.Check For Lateral Loads in Transversal Direction..
3.2.Check For Lateral Loads in Longitudinal Direction..

4. Check Foundation.....

APENDIX.....

FIGURES.....

Designed By: *Janos Boros P.E.*	**Z.J.S.ENGINEERING SERVICES INC.** 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	*Job #* **30614-22** *Date* 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>** *Description:* **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

DUPLEX PRINTING

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22
Janos Boros P.E.		Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

DESIGN CRITERIA

This building was designed using the criteria listed below. Capacity for loads greater than these or for load combinations other than shown below specifically neither intended nor implied.

1. BASIC LOADS

1.1. Codes

2018 International Building Code

1.2. Dead Load

$p_{DL} = 2.5 \ \frac{lb}{ft^2}$

1.3. Live Load

Refer To Section 1607 of 2018 IBC

$p_{LL} = 12.0 \ \frac{lb}{ft^2}$ Greenhouse

1.4. Wind Load

Per Chapter 26 to 30 ASCE 7 *adopted by* Section 1609.1.1. Of 2018 IBC

LOW-RISE BUILDING *per* Section 26.2 of ASCE 7-16

1. mean roof height *h* less than or equal to 60 ft; and
2. mean roof height *h* does not exceed least horizontal dimension.

$q_h = 0.00256 \ K_z \ K_{zt} \ K_d \ V^2 = \mathbf{24.57} \ \frac{lb}{ft^2}$ (26.10-1) of ASCE 7-16

K_d = **0.85** - Directionality Factor *per* Section 26.6, Table 16.6-1

K_z = **0.90** - *Per* Section 26.10, Table 26.10-1 *for exposure C*

K_{zt} = **1.0** - Topographic Factor *per* Section 26.8.2

V = **112** mph - Basic Wind Speed from Section 26.5.1
Occupancy Category I, Figure 26.5-1A

h = **20.0** ft. - Mean Heigth Of Roof

$GC_{pi} = \pm 0.18$ - Inter. Pressure Coeff. *per* Section 26.13 and Table 26.13-1 *for* Enclosed Buildings

Slope = **6/12** - Roof Slope

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Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS> Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

Pressure Coefficient on Main Wind-Forced Resisting Systems

θ = invtan (Slope) = **26.57°**

Transversal Direction (CASE A) :

$GC_{pf\,[1]}$ = **0.56** (windward wall) - External Pressure Coefficients *per* Figure 28.3-1

$GC_{pf\,[2]}$ = **0.21** (windward roof) - External Pressure Coefficients *per* Figure 28.3-1

$GC_{pf\,[3]}$ = **-0.43** (leeward roof) - External Pressure Coefficients *per* Figure 28.3-1

$GC_{pf\,[4]}$ = **-0.37** (leeward wall) - External Pressure Coefficients *per* Figure 28.3-1

Longitudinal Direction (CASE B) :

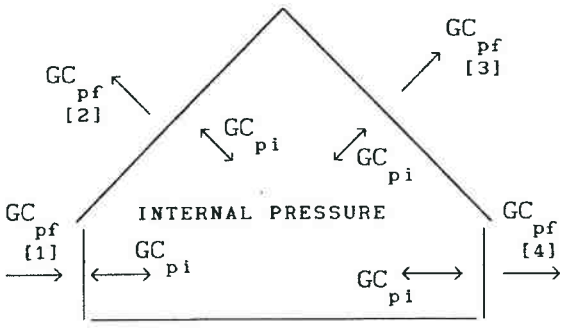
θ = **0°**

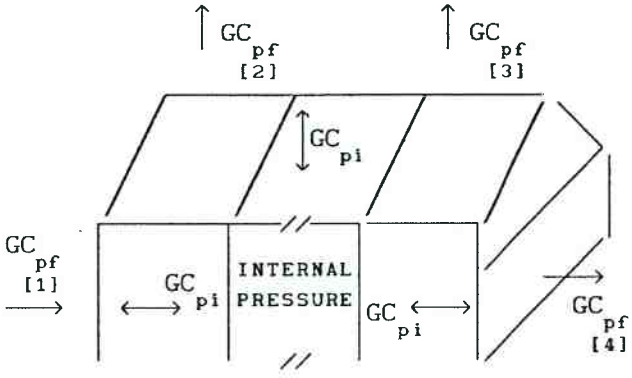
$GC_{pf\,[1]}$ = **0.40** (windward wall) - External Pressure Coefficients *per* Figure 28.3-1

$GC_{pf\,[2]}$ = **-0.69** (windward roof) - External Pressure Coefficients *per* Figure 28.3-1

$GC_{pf\,[3]}$ = **-0.37** (leeward roof) - External Pressure Coefficients *per* Figure 28.3-1

$GC_{pf\,[4]}$ = **-0.29** (leeward wall) - External Pressure Coefficients *per* Figure 28.3-1





Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

1.4. Seismic Load

Note : According to Section 1613.1 of 2018 IBC :

Exceptions:

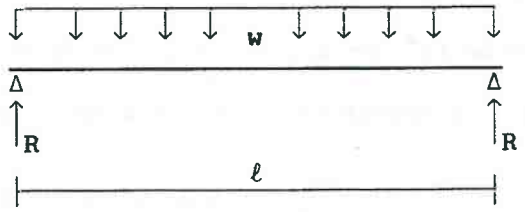
3. Agricultural storage structures intended only for incidental human occupancy.

2. Check Vertical Load Resisting Systems

2.1. Check Roof Purlins/Beams

Simple Span Condition

w - Uniform Load
$M_{MAX.}$ - Max. Moment
$S_{RQ.}$ - Required Section Modulus



$E = 29.\ 10^3$ ksi - Modulus Of Elasticity Of Steel
$Fy = 55.0$ ksi - Yield Stress

2.1.1. Roof Purlins:

Use: 3" x 16 GA Hat Section

Connect with (2) 1/4 Dia A 307 (3/8" Dia is Better)

$V_{ALLOW\ BOLTS} = 0.49$ kips - For 1/4" Dia A 307 <Shear>

MA = **13.58/15.40** kip-in - Allowable Moment For Bending -*See* **APPENDIX**
b = **3.76** ft - Spacing Of The Purlin: **49.69"/2+40.56"/2**
ℓ = **10.00** ft - Span Between Two Supports

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Janos Boros P.E.		Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS>		
Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

For Dead Load + Live Load

Section 1605.3.1

$$w_{DL+LL} = (p_{DL} + p_{LL}) \, b = 54.5 \ \frac{lb}{ft}$$

$$R_{DL+LL} = \frac{w_{DL+LL} \ \ell}{2} = 0.27 \text{ kips} \quad < 2 \, V_{\substack{ALLOW \\ BOLTS}} = 0.98 \text{ kips} \quad OK$$

$$M_{DL+LL} = \frac{w_{DL+LL} \ \ell^2}{8} = 8.18 \text{ kip-in} \quad < MA = 13.58 \text{ kip-in} \quad OK$$

For 0.6 Dead Load + 0.6 Wind Load

Section 1605.3.1

Effective wind areas of roof :

$$A_{EFF} = b \, \ell = 37.60 \text{ ft}^2 \quad \text{or} \quad A_{EFF} = \frac{\ell}{3} \, \ell = 33.33 \text{ ft}^2$$

$A_{EFF} = 37.60 \text{ ft}^2$ *Controls !* $\longrightarrow GC_P = 1.20$ - *Refer to* Figure 30.3-2B

$$q_h \, (GC_P + GC_{pi}) = 33.91 \ \frac{lb.}{ft.^2} \quad \text{- max. wind pressure}$$

$$w_{DL+WL} = [\, 0.6 \, q_h \, (GC_P + GC_{pi}) - 0.6 \, p_{DL} \,] \, b = 70.86 \ \frac{lb.}{ft.}$$

$$R_{DL+WL} = \frac{w_{DL+WL} \ \ell}{2} = 0.35 \text{ kips} \quad < 2 \, V_{\substack{ALLOW \\ BOLTS}} = 0.98 \text{ kips} \quad OK$$

$$M_{DL+WL} = \frac{w_{DL+WL} \ \ell^2}{8} = 10.63 \text{ kip-in} < MA = 15.40 \text{ kip-in} \quad OK$$

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Janos Boros P.E.		Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

2.1.2. Arch at EndWall:

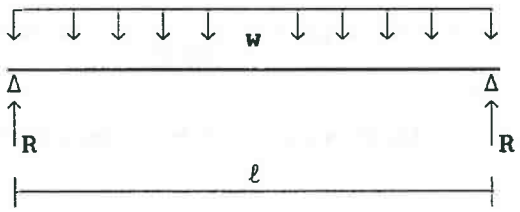
Use: 4" x 16 GA Hat Section
Material : Steel , ASTM A446

Connect with (3) 1/4 Dia A 307 (3/8" Dia is Better)

$V_{\substack{ALLOW\\BOLTS}}$ = **0.49** kips - For 1/4" Dia A 307 <Shear>

Simple Span Condition

w - Uniform Load
$M_{MAX.}$ - Max. Moment
$S_{RQ.}$ - Required Section Modulus



E = 29. 10^3 ksi - Modulus Of Elasticity Of Steel
Fy = **55.0** ksi - Yield Stress
b = **5.00** ft - Tributary Load Width: **(10.00** ft)/2
ℓ = **8.50** ft - Span Between Two Supports
MA = **25.23/26.43** kip-in - Allowable Moment For Bending -*See* **APPENDIX**

For Dead Load + Live Load

Section 1605.3.1

$$w_{DL+LL} = (p_{DL} + p_{LL}) \, b = 72.5 \, \frac{lb}{ft}$$

$$R_{DL+LL} = \frac{w_{DL+LL} \, \ell}{2} = 0.31 \text{ kips} < 3 \, V_{\substack{ALLOW\\BOLTS}} = 1.47 \text{ kips} \quad OK$$

$$M_{DL+LL} = \frac{w_{DL+LL} \, \ell^2}{8} = 7.86 \text{ kip-in} < MA = 25.23 \text{ kip-in} \quad OK$$

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Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

For 0.6 Dead Load + 0.6 Wind Load

Section 1605.3.1

Effective wind areas of roof :

$A_{EFF} = b\,\ell = \mathbf{42.50}\ ft^2$ or $A_{EFF} = \frac{\ell}{3}\,\ell = \mathbf{24.08}\ ft^2$

$A_{EFF} = \mathbf{42.50}\ ft^2$ *Controls !* $\longrightarrow GC_P = \mathbf{1.20}$ - *Refer to* Figure 30.3-2B

$q_h\,(GC_P + GC_{pi}) = \mathbf{33.91}\ \frac{lb.}{ft.^2}$ - max. wind pressure

$w_{DL+WL} = [\,0.6\,q_h\,(GC_P + GC_{pi}) - 0.6\,p_{DL}\,]\,b = \mathbf{94.22}\ \frac{lb.}{ft.}$

$R_{DL+WL} = \frac{w_{DL+WL}\,\ell}{2} = \mathbf{0.40}$ kips $< 3\,V_{\substack{ALLOW\\BOLTS}} = \mathbf{1.47}$ kips OK

$M_{DL+WL} = \frac{w_{DL+WL}\,\ell^2}{8} = \mathbf{10.21}$ kip-in $<$ MA $= \mathbf{26.43}$ kip-in OK

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Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

2.2. Check Trusses/Column Frame

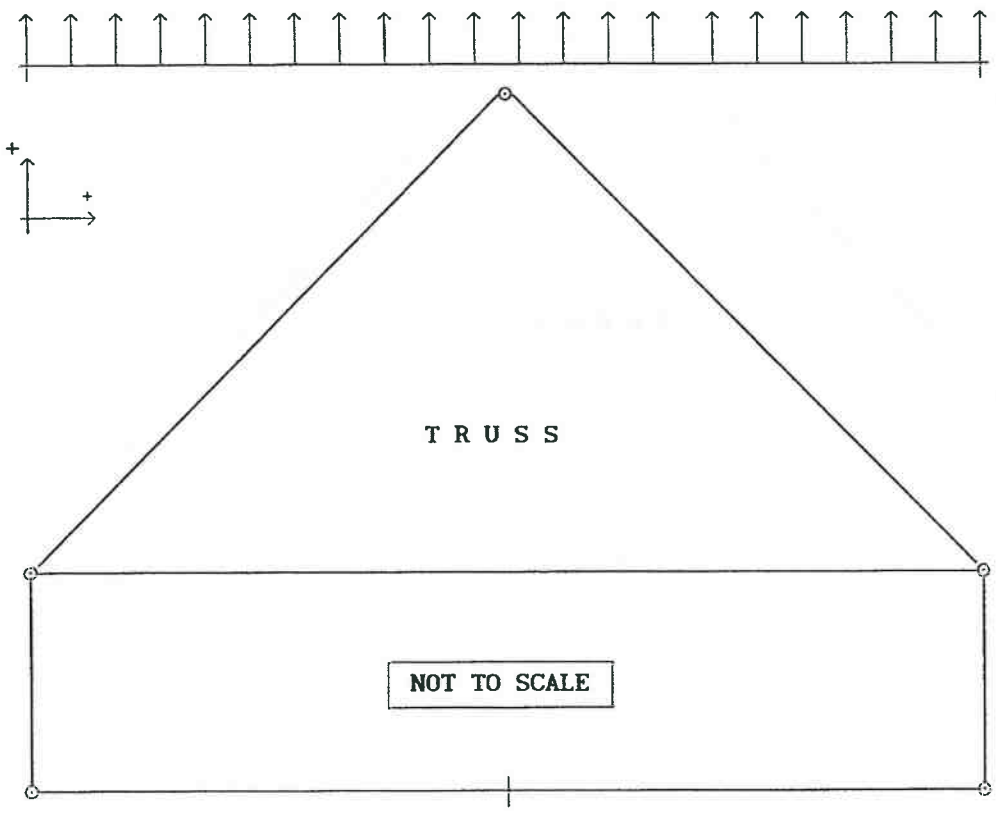
2.2.1. 41'-6' Gable Truss *See* Figure 1.

Units : lb,in **10' c/c**

LOAD CASE : Dead Load ($p_{DL_{ROOF}}$) $b_I = -20.00 \frac{lb}{ft.} = -1.67 \frac{lb}{in}$

b_I = **10.0** ft - Tributary Load Width For The Interior Frame

$p_{DL_{ROOF}}$ = **2.0** psf - Weight Of The Roof



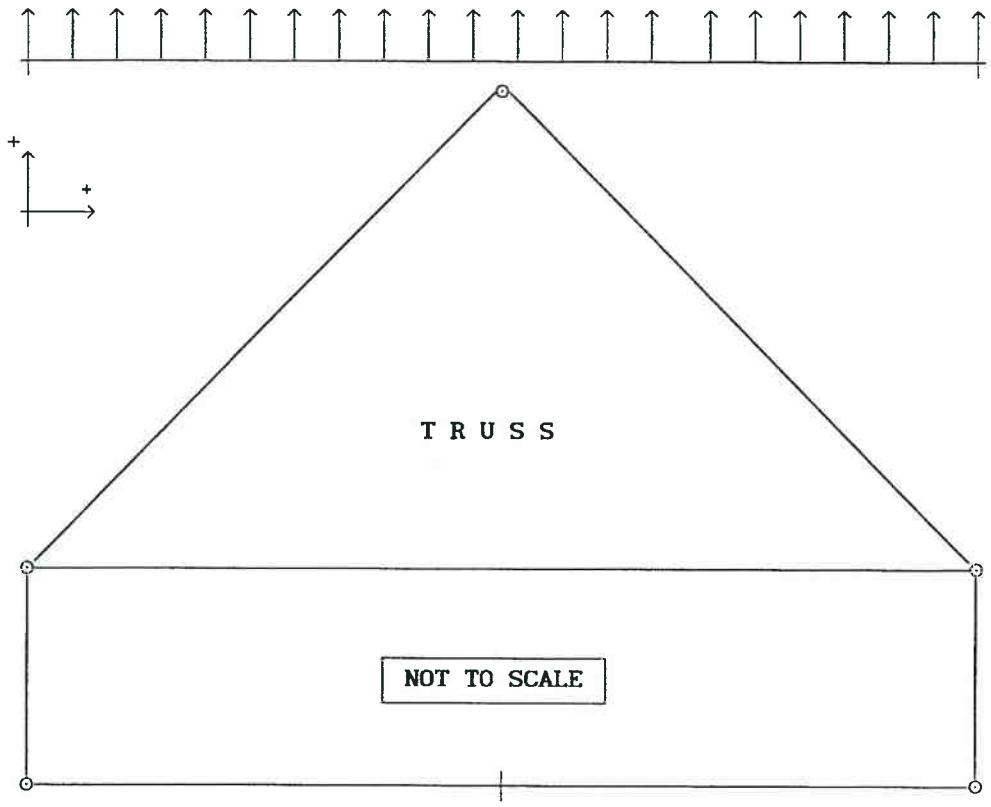
Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22
Janos Boros P.E.		Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

LOAD CASE : Collateral Load (p_{CL}) $b_I = -5.00 \frac{lb}{ft.} = -0.42 \frac{lb}{in.}$

s_I = **41.5** ft - Span Of The Interior Frame

b_I = **10.0** ft - Tributary Load Width For The Interior Frame

p_{CL} = **0.5** psf - Collateral Load



Designed By: *Janos Boros P.E.*	**Z.J.S.ENGINEERING SERVICES INC.** 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	*Job #* **30614-22** *Date* 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>** *Description:* **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

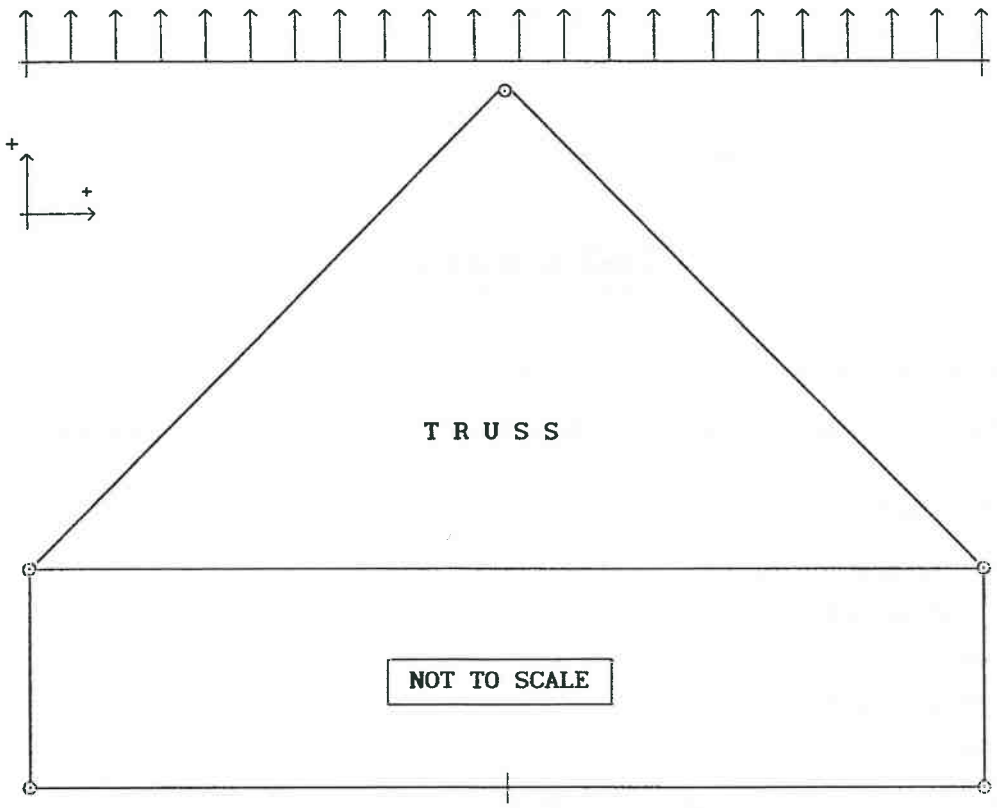
LOAD CASE : Live Load $(p_{LL}) b_I = -120.00 \frac{lb}{ft.} = -10.00 \frac{lb}{in.}$

s_I = **41.5** ft - Span Of The Interior Frame

b_I = **10.0** ft - Tributary Load Width For The Interior Frame

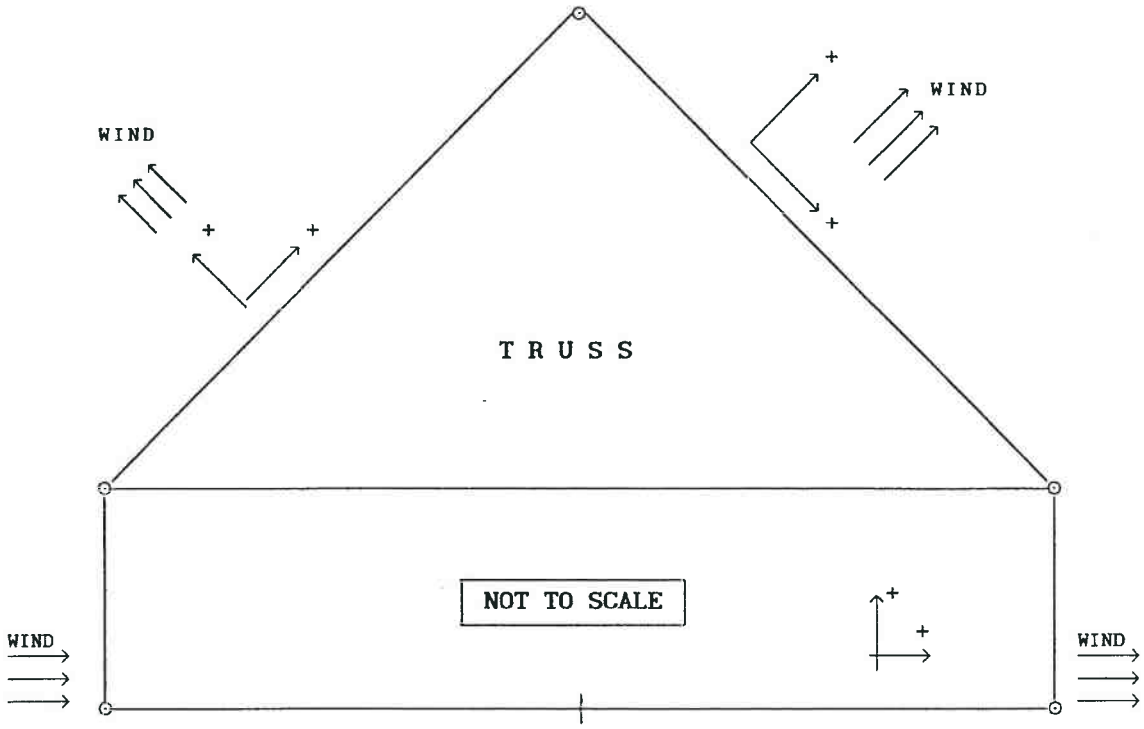
Tributary Load Area = $s_I \, b_I$ = **415.0** ft^2

p_{LL} = **12.0** psf - Live Load



Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS> Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

LOAD CASE : Wind Load



q_h = **24.57** psf - *See* **Section 1.3. Wind Load** *of These Calculations Above !*

Transversal Direction (CASE A) :

GC_{pf} = **0.56** (windward wall)
GC_{pf} = **0.21** (windward roof)
GC_{pf} = **-0.43** (leeward roof)
GC_{pf} = **-0.37** (leeward wall)
GC_{pi} = **0.18** (internal)

Wall: $(GC_{pf} - GC_{pi})\ q_h$ (**10.00** ft) = **93.4** $\frac{\text{lb.}}{\text{ft.}}$ = **7.78** $\frac{\text{lb}}{\text{in}}$

Roof: $(GC_{Pf} - GC_{pi})\ q_h$ (**10.00** ft) = **-7.4** $\frac{\text{lb.}}{\text{ft.}}$ = **-0.61** $\frac{\text{lb}}{\text{in}}$

Roof: $(GC_{Pf} - GC_{pi})\ q_h$ (**10.00** ft) = **149.9** $\frac{\text{lb.}}{\text{ft.}}$ = **12.49** $\frac{\text{lb}}{\text{in}}$

Wall: $(GC_{pf} - GC_{pi})\ q_h$ (**10.00** ft) = **135.1** $\frac{\text{lb.}}{\text{ft.}}$ = **11.26** $\frac{\text{lb}}{\text{in}}$

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22
Janos Boros P.E.		Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS>		
Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

Basic Load Combinations:

1. D + (L_r or S) - (Eq. 16-10)

2. D + 0.75 (0.6) W + 0.75 (L_r or S) - (Eq. 16-13)

3. 0.6 D + 0.6 W - (Eq. 16-15)

Note: One-third allowable stress increase is **not permitted.**

Basic Load Combinations:

1. D + (L_r or S) - (Eq. 16-10)

2. D + 0.75 (0.6) W + 0.75 (L_r or S) - (Eq. 16-13)

3. 0.6 D + 0.6 W - (Eq. 16-15)

Note: One-third allowable stress increase is **not permitted.**

```
M I C R O S A F E --- STRUCTURAL ANALYSIS BY FINITE ELEMENTS
Version: SAFE2STA (2-D)  Rel. 4.0   12/19/2022 13:42:13


Input data file  : 30614T.INP
Output data file : WORK.OUT


SIZE OF THE STRUCTURE

Number of nodes                          :   65
Number of materials                      :    5
Number of beams                          :  109
Number of beam end releases              :  142
Number of plates                         :    0
Number of fasteners                      :    0
Number of primary loadcases              :    4
Number of superposition loadcases        :    3
Number of restrained degrees of freedom  :   12
```

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

NODE COORDINATES

Node	Coordinate X	Coordinate Y
1	.00000	.00000
2	.00000	56.00000
3	.00000	132.00000
4	.00000	168.00000
5	43.00000	189.50000
6	51.00000	168.00000
7	85.00000	210.50000
8	112.50000	168.00000
9	123.00000	229.50000
10	166.00000	251.00000
11	216.00000	168.00000
12	216.00000	276.00000
13	266.00000	251.00000
14	309.00000	229.50000
15	319.50000	168.00000
16	347.00000	210.50000
17	381.00000	168.00000
18	389.00000	189.50000
19	432.00000	168.00000
20	432.00000	132.00000
21	432.00000	56.00000
22	432.00000	.00000
105	475.00000	189.50000
106	483.00000	168.00000
107	517.00000	210.50000
108	544.50000	168.00000
109	555.00000	229.50000
110	598.00000	251.00000
111	648.00000	168.00000
112	648.00000	276.00000
113	696.00000	251.00000
114	741.00000	229.50000
115	751.50000	168.00000
116	779.00000	210.50000
117	813.00000	168.00000
118	821.00000	189.50000
119	864.00000	168.00000
120	864.00000	132.00000
121	864.00000	56.00000
122	864.00000	.00000
201	914.00000	168.00000
202	914.00000	193.00000
203	964.00000	168.00000
204	964.00000	218.00000
205	1014.00000	168.00000

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

206	1014.00000	243.00000
207	1064.00000	168.00000
208	1064.00000	268.00000
209	1114.00000	168.00000
210	1114.00000	293.00000
211	1164.00000	168.00000
212	1164.00000	268.00000
213	1214.00000	168.00000
214	1214.00000	243.00000
215	1264.00000	168.00000
216	1264.00000	218.00000
217	1314.00000	168.00000
218	1314.00000	193.00000
220	1364.00000	168.00000
222	1364.00000	.00000
223	1364.00000	132.00000
225	1064.00000	218.00000
226	1084.00000	218.00000
227	1144.00000	218.00000
228	1164.00000	218.00000

MATERIAL PROPERTIES

Code	Young's modulus	Poisson's ratio	Specific weight
1	29000000.	.300000	.000
2	29000000.	.300000	.000
3	29000000.	.300000	.000
4	29000000.	.300000	.000
5	29000000.	.300000	.000

BEAM DATA

Beam	I	J	Length	Area	M. Inertia	Material
1	1	2	56.000	1.8400	4.60000	Post:4x4x.12
2	2	3	76.000	1.8400	4.60000	Post:4x4x.12
3	3	4	36.000	1.8400	4.60000	Post:4x4x.12
4	3	6	62.426	.6308	.33180	Knee Brace:1 7/8" x 0.09
5	4	5	48.075	.7300	1.57000	Top Ch:4"x 2.18"
6	4	6	51.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
7	5	7	46.957	.7300	1.57000	Top Ch:4"x 2.18"
8	6	7	54.427	.3000	.09700	Web:1 5/8" x 0.065
9	6	8	61.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
10	7	8	50.621	.3000	.09700	Web:1 5/8" x 0.065
11	7	9	42.485	.7300	1.57000	Top Ch:4"x 2.18"
12	8	10	98.748	.3000	.09700	Web:1 5/8" x 0.065
13	8	11	103.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
14	9	10	48.075	.7300	1.57000	Top Ch:4"x 2.18"

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

15	10	11	96.897	.3000	.09700	Web:1 5/8" x 0.065
16	10	12	55.902	.7300	1.57000	Top Ch:4"x 2.18"
17	11	12	108.000	.3000	.09700	Web:1 5/8" x 0.065
18	11	13	96.897	.3000	.09700	Web:1 5/8" x 0.065
19	11	15	103.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
20	12	13	55.902	.7300	1.57000	Top Ch:4"x 2.18"
21	13	14	48.075	.7300	1.57000	Top Ch:4"x 2.18"
22	13	15	98.748	.3000	.09700	Web:1 5/8" x 0.065
23	14	16	42.485	.7300	1.57000	Top Ch:4"x 2.18"
24	15	16	50.621	.3000	.09700	Web:1 5/8" x 0.065
25	15	17	61.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
26	16	17	54.427	.3000	.09700	Web:1 5/8" x 0.065
27	16	18	46.957	.7300	1.57000	Top Ch:4"x 2.18"
28	17	19	51.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
29	18	19	48.075	.7300	1.57000	Top Ch:4"x 2.18"
30	19	20	36.000	1.8400	4.60000	Post:4x4x.12
31	20	21	76.000	1.8400	4.60000	Post:4x4x.12
32	21	22	56.000	1.8400	4.60000	Post:4x4x.12
33	20	17	62.426	.6308	.33180	Knee Brace:1 7/8" x 0.09
104	20	106	62.426	.6308	.33180	Knee Brace:1 7/8" x 0.09
105	19	105	48.075	.7300	1.57000	Top Ch:4"x 2.18"
106	19	106	51.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
107	105	107	46.957	.7300	1.57000	Top Ch:4"x 2.18"
108	106	107	54.427	.3000	.09700	Web:1 5/8" x 0.065
109	106	108	61.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
110	107	108	50.621	.3000	.09700	Web:1 5/8" x 0.065
111	107	109	42.485	.7300	1.57000	Top Ch:4"x 2.18"
112	108	110	98.748	.3000	.09700	Web:1 5/8" x 0.065
113	108	111	103.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
114	109	110	48.075	.7300	1.57000	Top Ch:4"x 2.18"
115	110	111	96.897	.3000	.09700	Web:1 5/8" x 0.065
116	110	112	55.902	.7300	1.57000	Top Ch:4"x 2.18"
117	111	112	108.000	.3000	.09700	Web:1 5/8" x 0.065
118	111	113	95.880	.3000	.09700	Web:1 5/8" x 0.065
119	111	115	103.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
120	112	113	54.120	.7300	1.57000	Top Ch:4"x 2.18"
121	113	114	49.872	.7300	1.57000	Top Ch:4"x 2.18"
122	113	115	99.846	.3000	.09700	Web:1 5/8" x 0.065
123	114	116	42.485	.7300	1.57000	Top Ch:4"x 2.18"
124	115	116	50.621	.3000	.09700	Web:1 5/8" x 0.065
125	115	117	61.500	.6308	.33180	Bottom Ch:1 7/8" x 0.09
126	116	117	54.427	.3000	.09700	Web:1 5/8" x 0.065
127	116	118	46.957	.7300	1.57000	Top Ch:4"x 2.18"
128	117	119	51.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
129	118	119	48.075	.7300	1.57000	Top Ch:4"x 2.18"
130	119	120	36.000	1.8400	4.60000	Post:4x4x.12
131	120	121	76.000	1.8400	4.60000	Post:4x4x.12
132	121	122	56.000	1.8400	4.60000	Post:4x4x.12
133	120	117	62.426	.6308	.33180	Knee Brace:1 7/8" x 0.09

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

201	201	202	25.000	.3000	.09700	Web:1 5/8" x 0.065
202	201	203	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
203	201	204	70.711	.3000	.09700	Web:1 5/8" x 0.065
204	202	204	55.902	.7300	1.58000	Top Ch:4"x 2.18"
205	203	204	50.000	.3000	.09700	Web:1 5/8" x 0.065
206	203	205	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
207	203	206	90.139	.3000	.09700	Web:1 5/8" x 0.065
208	204	206	55.902	.7300	1.58000	Top Ch:4"x 2.18"
209	205	206	75.000	.3000	.09700	Web:1 5/8" x 0.065
210	205	207	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
211	205	208	111.803	.3000	.09700	Web:1 5/8" x 0.065
212	206	208	55.902	.7300	1.58000	Top Ch:4"x 2.18"
213	225	208	50.000	.3000	.09700	Web:1 5/8" x 0.065
214	207	209	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
215	226	210	80.777	.3000	.09700	Web:1 5/8" x 0.065
216	208	210	55.902	.7300	1.58000	Top Ch:4"x 2.18"
217	225	226	20.000	.3000	.09700	Web:1 5/8" x 0.065
218	209	211	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
219	210	227	80.777	.3000	.09700	Web:1 5/8" x 0.065
220	210	212	55.902	.7300	1.58000	Top Ch:4"x 2.18"
221	228	212	50.000	.3000	.09700	Web:1 5/8" x 0.065
222	211	213	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
223	212	213	111.803	.3000	.09700	Web:1 5/8" x 0.065
224	212	214	55.902	.7300	1.58000	Top Ch:4"x 2.18"
225	213	214	75.000	.3000	.09700	Web:1 5/8" x 0.065
226	213	215	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
227	214	215	90.139	.3000	.09700	Web:1 5/8" x 0.065
228	214	216	55.902	.7300	1.58000	Top Ch:4"x 2.18"
229	215	216	50.000	.3000	.09700	Web:1 5/8" x 0.065
230	215	217	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
231	216	217	70.711	.3000	.09700	Web:1 5/8" x 0.065
232	216	218	55.902	.7300	1.58000	Top Ch:4"x 2.18"
233	217	218	25.000	.3000	.09700	Web:1 5/8" x 0.065
234	119	201	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
235	119	202	55.902	.7300	1.58000	Top Ch:4"x 2.18"
236	218	220	55.902	.7300	1.58000	Top Ch:4"x 2.18"
237	220	217	50.000	.6308	.33180	Bottom Ch:1 7/8" x 0.09
239	223	222	132.000	1.8400	4.60000	Post:4x4x.12
240	227	228	20.000	.3000	.09700	Web:1 5/8" x 0.065
241	225	207	50.000	.3000	.09700	Web:1 5/8" x 0.065
242	228	211	50.000	.3000	.09700	Web:1 5/8" x 0.065
243	227	211	53.852	.3000	.09700	Web:1 5/8" x 0.065
244	226	207	53.852	.3000	.09700	Web:1 5/8" x 0.065
245	220	223	36.000	1.8400	4.60000	Post:4x4x.12
247	120	201	61.612	.6308	.33180	Knee Brace:1 7/8" x 0.09
248	223	217	61.612	.6308	.33180	Knee Brace:1 7/8" x 0.09

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

PRIMARY LOADCASES

Loadcase name	:	DEAD LOAD
Loadcase number	:	1
Number of loaded nodes	:	0
Number of loaded beams	:	30
Number of loaded plates	:	0
Gravity loads factor	:	.00000

BEAM LOADS

Beam	Loading direction	End Distributed Loads	
5	Global Y axis	-1.67000	-1.67000
7	Global Y axis	-1.67000	-1.67000
11	Global Y axis	-1.67000	-1.67000
14	Global Y axis	-1.67000	-1.67000
16	Global Y axis	-1.67000	-1.67000
20	Global Y axis	-1.67000	-1.67000
21	Global Y axis	-1.67000	-1.67000
23	Global Y axis	-1.67000	-1.67000
27	Global Y axis	-1.67000	-1.67000
29	Global Y axis	-1.67000	-1.67000
105	Global Y axis	-1.67000	-1.67000
107	Global Y axis	-1.67000	-1.67000
111	Global Y axis	-1.67000	-1.67000
114	Global Y axis	-1.67000	-1.67000
116	Global Y axis	-1.67000	-1.67000
120	Global Y axis	-1.67000	-1.67000
121	Global Y axis	-1.67000	-1.67000
123	Global Y axis	-1.67000	-1.67000
127	Global Y axis	-1.67000	-1.67000
129	Global Y axis	-1.67000	-1.67000
235	Global Y axis	-1.67000	-1.67000
204	Global Y axis	-1.67000	-1.67000
208	Global Y axis	-1.67000	-1.67000
212	Global Y axis	-1.67000	-1.67000
216	Global Y axis	-1.67000	-1.67000
220	Global Y axis	-1.67000	-1.67000
224	Global Y axis	-1.67000	-1.67000
228	Global Y axis	-1.67000	-1.67000
232	Global Y axis	-1.67000	-1.67000
236	Global Y axis	-1.67000	-1.67000

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS> Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

Loadcase name : COLLATERAL LOAD
Loadcase number : 2
Number of loaded nodes : 0
Number of loaded beams : 30
Number of loaded plates : 0
Gravity loads factor : .00000

BEAM LOADS

Beam	Loading direction	End Distributed Loads	
5	Global Y axis	-.42000	-.42000
7	Global Y axis	-.42000	-.42000
11	Global Y axis	-.42000	-.42000
14	Global Y axis	-.42000	-.42000
16	Global Y axis	-.42000	-.42000
20	Global Y axis	-.42000	-.42000
21	Global Y axis	-.42000	-.42000
23	Global Y axis	-.42000	-.42000
27	Global Y axis	-.42000	-.42000
29	Global Y axis	-.42000	-.42000
105	Global Y axis	-.42000	-.42000
107	Global Y axis	-.42000	-.42000
111	Global Y axis	-.42000	-.42000
114	Global Y axis	-.42000	-.42000
116	Global Y axis	-.42000	-.42000
120	Global Y axis	-.42000	-.42000
121	Global Y axis	-.42000	-.42000
123	Global Y axis	-.42000	-.42000
127	Global Y axis	-.42000	-.42000
129	Global Y axis	-.42000	-.42000
235	Global Y axis	-1.67000	-1.67000
204	Global Y axis	-1.67000	-1.67000
208	Global Y axis	-1.67000	-1.67000
212	Global Y axis	-1.67000	-1.67000
216	Global Y axis	-1.67000	-1.67000
220	Global Y axis	-1.67000	-1.67000
224	Global Y axis	-1.67000	-1.67000
228	Global Y axis	-1.67000	-1.67000
232	Global Y axis	-1.67000	-1.67000
236	Global Y axis	-1.67000	-1.67000

Loadcase name : LIVE LOAD
Loadcase number : 3
Number of loaded nodes : 0
Number of loaded beams : 30
Number of loaded plates : 0
Gravity loads factor : .00000

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22 Date 12-18-2022
Janos Boros P.E.		

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

BEAM LOADS

Beam	Loading direction	End Distributed Loads	
5	Global Y axis	-10.00000	-10.00000
7	Global Y axis	-10.00000	-10.00000
11	Global Y axis	-10.00000	-10.00000
14	Global Y axis	-10.00000	-10.00000
16	Global Y axis	-10.00000	-10.00000
20	Global Y axis	-10.00000	-10.00000
21	Global Y axis	-10.00000	-10.00000
23	Global Y axis	-10.00000	-10.00000
27	Global Y axis	-10.00000	-10.00000
29	Global Y axis	-10.00000	-10.00000
105	Global Y axis	-10.00000	-10.00000
107	Global Y axis	-10.00000	-10.00000
111	Global Y axis	-10.00000	-10.00000
114	Global Y axis	-10.00000	-10.00000
116	Global Y axis	-10.00000	-10.00000
120	Global Y axis	-10.00000	-10.00000
121	Global Y axis	-10.00000	-10.00000
123	Global Y axis	-10.00000	-10.00000
127	Global Y axis	-10.00000	-10.00000
129	Global Y axis	-10.00000	-10.00000
235	Global Y axis	-10.00000	-10.00000
204	Global Y axis	-10.00000	-10.00000
208	Global Y axis	-10.00000	-10.00000
212	Global Y axis	-10.00000	-10.00000
216	Global Y axis	-10.00000	-10.00000
220	Global Y axis	-10.00000	-10.00000
224	Global Y axis	-10.00000	-10.00000
228	Global Y axis	-10.00000	-10.00000
232	Global Y axis	-10.00000	-10.00000
236	Global Y axis	-10.00000	-10.00000

Loadcase name : WIND LOAD+GCPi
Loadcase number : 4
Number of loaded nodes : 0
Number of loaded beams : 32
Number of loaded plates : 0
Gravity loads factor : .00000

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22
Janos Boros P.E.		Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

BEAM LOADS

Beam	Loading direction	End Distributed Loads	
245	Global X axis	-7.78000	-7.78000
239	Global X axis	-7.78000	-7.78000
5	Local Y axis	12.49000	12.49000
7	Local Y axis	12.49000	12.49000
11	Local Y axis	12.49000	12.49000
14	Local Y axis	12.49000	12.49000
16	Local Y axis	12.49000	12.49000
20	Local Y axis	-.61000	-.61000
21	Local Y axis	-.61000	-.61000
23	Local Y axis	-.61000	-.61000
27	Local Y axis	-.61000	-.61000
29	Local Y axis	-.61000	-.61000
105	Local Y axis	12.49000	12.49000
107	Local Y axis	12.49000	12.49000
111	Local Y axis	12.49000	12.49000
114	Local Y axis	12.49000	12.49000
116	Local Y axis	12.49000	12.49000
120	Local Y axis	-.61000	-.61000
121	Local Y axis	-.61000	-.61000
123	Local Y axis	-.61000	-.61000
127	Local Y axis	-.61000	-.61000
129	Local Y axis	-.61000	-.61000
235	Local Y axis	12.49000	12.49000
204	Local Y axis	12.49000	12.49000
208	Local Y axis	12.49000	12.49000
212	Local Y axis	12.49000	12.49000
216	Local Y axis	12.49000	12.49000
220	Local Y axis	-.61000	-.61000
224	Local Y axis	-.61000	-.61000
228	Local Y axis	-.61000	-.61000
232	Local Y axis	-.61000	-.61000
236	Local Y axis	-.61000	-.61000

SUPERPOSITION LOADCASES

Loadcase name : D + C + Lr
Loadcase number : 5
Number of superpositions : 3

LOADCASE	Superposition factor
1	1.00
2	1.00
3	1.00

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

```
Loadcase name            : D + 0.75 <0.6> W + 0.75 <Lr or S >
Loadcase number          :    6
Number of superpositions :    3

LOADCASE   Superposition factor

   1                1.00
   4                 .45
   3                 .75

Loadcase name            : 0.6 D + 0.6 W
Loadcase number          :    7
Number of superpositions :    2

LOADCASE   Superposition factor

   1                 .60
   4                 .60


MOVEMENT RESTRAINTS

Node          Type of restraint          Restraint

   1       Translation along X axis        .00000
   1       Translation along Y axis        .00000
   1        Rotation about Z axis          .00000
  22       Translation along X axis        .00000
  22       Translation along Y axis        .00000
  22        Rotation about Z axis          .00000
 122       Translation along X axis        .00000
 122       Translation along Y axis        .00000
 122        Rotation about Z axis          .00000
 222       Translation along X axis        .00000
 222       Translation along Y axis        .00000
 222        Rotation about Z axis          .00000

================================================================================
RESULTS FOR LOADCASE 5 : D + C + Lr
================================================================================

BEAM LOADS AND STRESSES
-----------------------
PX1 Or PX2   Axial Load At The Ends Of The Member
SX1 Or SX2   Axial Stress At The Ends Of The Member
                      + : Tension ,   - : Compression
SH1 Or SH2   Shear At The Ends Of The Member
BM1 Or BM2   Bending Moment At The Ends Of The Member
```

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

Beam	I	J	PX1	SX1	PX2	SX2
1	1	2	-2698.	-1466.	-2698.	-1466.
2	2	3	-2698.	-1466.	-2698.	-1466.
3	3	4	-2340.	-1272.	-2340.	-1272.
4	3	6	-619.	-982.	-619.	-982.
5	4	5	-4203.	-5758.	-3944.	-5402.
6	4	6	3865.	6127.	3865.	6127.
7	5	7	-3944.	-5402.	-3690.	-5054.
8	6	7	-457.	-1525.	-457.	-1525.
9	6	8	3644.	5777.	3644.	5777.
10	7	8	-811.	-2702.	-811.	-2702.
11	7	9	-4016.	-5501.	-3786.	-5186.
12	8	10	810.	2699.	810.	2699.
13	8	11	2765.	4384.	2765.	4384.
14	9	10	-3786.	-5186.	-3526.	-4830.
15	10	11	-1213.	-4044.	-1213.	-4044.
16	10	12	-2734.	-3745.	-2432.	-3331.
17	11	12	1634.	5448.	1634.	5448.
18	11	13	-695.	-2315.	-695.	-2315.
19	11	15	2498.	3959.	2498.	3959.
20	12	13	-2432.	-3331.	-2734.	-3745.
21	13	14	-2612.	-3578.	-2872.	-3934.
22	13	15	-205.	-683.	-205.	-683.
23	14	16	-2872.	-3934.	-3102.	-4249.
24	15	16	205.	684.	205.	684.
25	15	17	2275.	3607.	2275.	3607.
26	16	17	-2867.	-9556.	-2867.	-9556.
27	16	18	-476.	-652.	-730.	-1000.
28	17	19	3656.	5795.	3656.	5795.
29	18	19	-730.	-1000.	-990.	-1356.
30	19	20	-1503.	-817.	-1503.	-817.
31	20	21	-6010.	-3266.	-6010.	-3266.
32	21	22	-6010.	-3266.	-6010.	-3266.
33	20	17	-3882.	-6154.	-3882.	-6154.
104	20	106	-3934.	-6236.	-3934.	-6236.
105	19	105	-311.	-427.	-52.	-71.
106	19	106	3073.	4871.	3073.	4871.
107	105	107	-52.	-71.	202.	277.
108	106	107	-2905.	-9683.	-2905.	-9683.
109	106	108	1674.	2654.	1674.	2654.
110	107	108	221.	738.	221.	738.
111	107	109	-2460.	-3369.	-2230.	-3055.
112	108	110	-221.	-737.	-221.	-737.
113	108	111	1914.	3034.	1914.	3034.
114	109	110	-2230.	-3055.	-1970.	-2699.
115	110	111	-686.	-2288.	-686.	-2288.
116	110	112	-2106.	-2885.	-1804.	-2471.
117	111	112	1120.	3734.	1120.	3734.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

118	111	113	-615.	-2049.	-615.	-2049.
119	111	115	1867.	2960.	1867.	2960.
120	112	113	-1821.	-2494.	-2123.	-2908.
121	113	114	-1750.	-2397.	-2010.	-2753.
122	113	115	-477.	-1590.	-477.	-1590.
123	114	116	-2010.	-2754.	-2240.	-3069.
124	115	116	472.	1574.	472.	1574.
125	115	117	1346.	2134.	1346.	2134.
126	116	117	-3475.	-11585.	-3475.	-11585.
127	116	118	968.	1325.	714.	978.
128	117	119	3019.	4787.	3019.	4787.
129	118	119	714.	978.	454.	622.
130	119	120	-1364.	-741.	-1364.	-741.
131	120	121	-6936.	-3769.	-6936.	-3769.
132	121	122	-6936.	-3769.	-6936.	-3769.
133	120	117	-4706.	-7460.	-4706.	-7460.
201	201	202	-793.	-2642.	-793.	-2642.
202	201	203	3321.	5265.	3321.	5265.
203	201	204	-2901.	-9671.	-2901.	-9671.
204	202	204	-1858.	-2545.	-1525.	-2089.
205	203	204	327.	1090.	327.	1090.
206	203	205	3548.	5624.	3548.	5624.
207	203	206	-408.	-1361.	-408.	-1361.
208	204	206	-4131.	-5659.	-3797.	-5202.
209	205	206	-538.	-1793.	-538.	-1793.
210	205	207	3279.	5199.	3279.	5199.
211	205	208	600.	2001.	600.	2001.
212	206	208	-4392.	-6017.	-4059.	-5560.
213	225	208	-1126.	-3752.	-1126.	-3752.
214	207	209	2828.	4483.	2828.	4483.
215	226	210	1216.	4053.	1216.	4053.
216	208	210	-4082.	-5592.	-3748.	-5135.
217	225	226	-1.	-2.	-1.	-2.
218	209	211	2828.	4483.	2828.	4483.
219	210	227	1851.	6169.	1851.	6169.
220	210	212	-4012.	-5496.	-4345.	-5952.
221	228	212	-1712.	-5706.	-1712.	-5706.
222	211	213	3515.	5573.	3515.	5573.
223	212	213	1469.	4896.	1469.	4896.
224	212	214	-4755.	-6514.	-5089.	-6971.
225	213	214	-1323.	-4409.	-1323.	-4409.
226	213	215	4172.	6614.	4172.	6614.
227	214	215	1044.	3479.	1044.	3479.
228	214	216	-5403.	-7402.	-5737.	-7859.
229	215	216	-856.	-2854.	-856.	-2854.
230	215	217	4751.	7532.	4751.	7532.
231	216	217	187.	622.	187.	622.
232	216	218	-5531.	-7577.	-5864.	-8033.
233	217	218	-656.	-2186.	-656.	-2186.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS> Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

234	119	201	5239.	8306.	5239.	8306.
235	119	202	-1837.	-2517.	-1504.	-2060.
236	218	220	-5571.	-7632.	-5905.	-8088.
237	220	217	5581.	8847.	5581.	8847.
239	223	222	-3493.	-1898.	-3493.	-1898.
240	227	228	-1.	-3.	-1.	-3.
241	225	207	-1126.	-3752.	-1126.	-3752.
242	228	211	-1712.	-5706.	-1712.	-5706.
243	227	211	1851.	6170.	1851.	6170.
244	226	207	1216.	4054.	1216.	4054.
245	220	223	-2991.	-1625.	-2991.	-1625.
247	120	201	-4891.	-7754.	-4891.	-7754.
248	223	217	-860.	-1364.	-860.	-1364.

Beam	I	J	SH1	SH2	BM1	BM2
1	1	2	171.	171.	10498.	925.
2	2	3	171.	171.	925.	-12066.
3	3	4	-335.	-335.	-12066.	0.
4	3	6	0.	0.	0.	0.
5	4	5	-515.	5.	0.	10172.
6	4	6	0.	0.	0.	0.
7	5	7	5.	513.	10172.	0.
8	6	7	0.	0.	0.	0.
9	6	8	0.	0.	0.	0.
10	7	8	0.	0.	0.	0.
11	7	9	-485.	-25.	0.	9203.
12	8	10	0.	0.	0.	0.
13	8	11	0.	0.	0.	0.
14	9	10	-25.	495.	9203.	0.
15	10	11	0.	0.	0.	0.
16	10	12	-302.	302.	0.	0.
17	11	12	0.	0.	0.	0.
18	11	13	0.	0.	0.	0.
19	11	15	0.	0.	0.	0.
20	12	13	-302.	302.	0.	0.
21	13	14	-495.	25.	0.	9203.
22	13	15	0.	0.	0.	0.
23	14	16	25.	485.	9203.	0.
24	15	16	0.	0.	0.	0.
25	15	17	0.	0.	0.	0.
26	16	17	0.	0.	0.	0.
27	16	18	-513.	-5.	0.	10172.
28	17	19	0.	0.	0.	0.
29	18	19	-5.	515.	10172.	0.
30	19	20	-24.	-24.	0.	866.
31	20	21	18.	18.	866.	-513.
32	21	22	18.	18.	-513.	-1530.
33	20	17	0.	0.	0.	0.

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22
Janos Boros P.E.		Date 12-18-2022

Reference: BSWMC,LLC <CONLEYS>
Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500

104	20	106	0.	0.	0.	0.
105	19	105	-515.	5.	0.	10172.
106	19	106	0.	0.	0.	0.
107	105	107	5.	513.	10172.	0.
108	106	107	0.	0.	0.	0.
109	106	108	0.	0.	0.	0.
110	107	108	0.	0.	0.	0.
111	107	109	-485.	-25.	0.	9203.
112	108	110	0.	0.	0.	0.
113	108	111	0.	0.	0.	0.
114	109	110	-25.	495.	9203.	0.
115	110	111	0.	0.	0.	0.
116	110	112	-302.	302.	0.	0.
117	111	112	0.	0.	0.	0.
118	111	113	0.	0.	0.	0.
119	111	115	0.	0.	0.	0.
120	112	113	-290.	290.	0.	0.
121	113	114	-493.	51.	0.	8765.
122	113	115	0.	0.	0.	0.
123	114	116	15.	474.	8765.	0.
124	115	116	0.	0.	0.	0.
125	115	117	0.	0.	0.	0.
126	116	117	0.	0.	0.	0.
127	116	118	-513.	-5.	0.	10172.
128	117	119	0.	0.	0.	0.
129	118	119	-5.	515.	10172.	0.
130	119	120	-85.	-85.	0.	3044.
131	120	121	40.	40.	3044.	-9.
132	121	122	40.	40.	-9.	-2259.
133	120	117	0.	0.	0.	0.
201	201	202	0.	0.	0.	0.
202	201	203	-10.	-10.	-193.	307.
203	201	204	0.	0.	0.	0.
204	202	204	-364.	303.	-3721.	-1993.
205	203	204	0.	0.	0.	0.
206	203	205	3.	3.	307.	168.
207	203	206	0.	0.	0.	0.
208	204	206	-322.	345.	-1993.	-2612.
209	205	206	0.	0.	0.	0.
210	205	207	4.	4.	168.	-26.
211	205	208	0.	0.	0.	0.
212	206	208	-339.	328.	-2612.	-2293.
213	225	208	-0.	-0.	-16.	0.
214	207	209	0.	0.	-26.	-46.
215	226	210	0.	0.	19.	0.
216	208	210	-319.	348.	-2293.	0.
217	225	226	0.	0.	0.	0.
218	209	211	0.	0.	-46.	-66.
219	210	227	-0.	-0.	0.	26.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

220	210	212	-348.	319.	0.	-2281.
221	228	212	0.	0.	22.	0.
222	211	213	-6.	-6.	-66.	245.
223	212	213	0.	0.	0.	0.
224	212	214	-331.	336.	-2281.	-2403.
225	213	214	0.	0.	0.	0.
226	213	215	3.	3.	245.	113.
227	214	215	0.	0.	0.	0.
228	214	216	-330.	337.	-2403.	-2623.
229	215	216	0.	0.	0.	0.
230	215	217	-10.	-10.	113.	591.
231	216	217	0.	0.	0.	0.
232	216	218	-369.	298.	-2623.	-621.
233	217	218	0.	0.	0.	0.
234	119	201	4.	4.	0.	-193.
235	119	202	-323.	344.	0.	-3721.
236	218	220	-289.	378.	-621.	0.
237	220	217	12.	12.	0.	-591.
239	223	222	-229.	-229.	-16877.	13385.
240	227	228	0.	0.	0.	0.
241	225	207	0.	0.	16.	0.
242	228	211	-0.	-0.	-22.	0.
243	227	211	0.	0.	26.	0.
244	226	207	-0.	-0.	-19.	0.
245	220	223	469.	469.	0.	-16877.
247	120	201	0.	0.	0.	0.
248	223	217	0.	0.	0.	0.

Type of beam :Web:1 5/8" x 0.065

Maximum Stress - Compression [fa] :	-11585.	At Beam :	126
Maximum Stress - Tension [ft] :	6170.	At Beam :	243
Maximum Bending Moment [M] :	26.	At Beam :	243

Type of beam :Top Ch:4"x 2.18"

Maximum Stress - Compression [fa] :	-7632.	At Beam :	236
Maximum Stress - Tension [ft] :	1325.	At Beam :	127
Maximum Bending Moment [M] :	10172.	At Beam :	7

Type of beam :Post:4x4x.12

Maximum Stress - Compression [fa] :	-3769.	At Beam :	131
Maximum Bending Moment [M] :	-16877.	At Beam :	239

Type of beam :Bottom Ch:1 7/8" x 0.09

Maximum Stress - Tension [ft] :	8847.	At Beam :	237
Maximum Bending Moment [M] :	307.	At Beam :	206

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

Type of beam :Knee Brace:1 7/8" x 0.09

Maximum Stress - Compression [fa] : -7754. At Beam : 247

NODE INTERNAL FORCES AND REACTIONS

Node	FX	FY	MZ
1	171. Reaction	2698. Reaction	-10498.
22	18. Reaction	6010. Reaction	-1530.
122	40. Reaction	6936. Reaction	-2259.
222	-229. Reaction	3493. Reaction	13385.

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RESULTS FOR LOADCASE 6 : D + 0.75 <0.6> W + 0.75 <Lr or S >

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BEAM LOADS AND STRESSES

PX1 Or PX2 Axial Load At The Ends Of The Member
SX1 Or SX2 Axial Stress At The Ends Of The Member
+ : Tension , - : Compression
SH1 Or SH2 Shear At The Ends Of The Member
BM1 Or BM2 Bending Moment At The Ends Of The Member

Beam	I	J	PX1	SX1	PX2	SX2
1	1	2	-1476.	-802.	-1476.	-802.
2	2	3	-1476.	-802.	-1476.	-802.
3	3	4	-218.	-119.	-218.	-119.
4	3	6	-2181.	-3458.	-2181.	-3458.
5	4	5	-242.	-332.	-45.	-62.
6	4	6	1277.	2025.	1277.	2025.
7	5	7	-45.	-62.	148.	202.
8	6	7	-1611.	-5369.	-1611.	-5369.
9	6	8	502.	795.	502.	795.
10	7	8	440.	1465.	440.	1465.
11	7	9	-1363.	-1868.	-1189.	-1629.
12	8	10	-439.	-1464.	-439.	-1464.
13	8	11	978.	1551.	978.	1551.
14	9	10	-1189.	-1629.	-992.	-1359.
15	10	11	34.	112.	34.	112.
16	10	12	-1372.	-1880.	-1143.	-1566.
17	11	12	709.	2364.	709.	2364.
18	11	13	-862.	-2872.	-862.	-2872.
19	11	15	1440.	2283.	1440.	2283.
20	12	13	-1061.	-1453.	-1290.	-1767.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

21	13	14	-1753.	-2402.	-1950.	-2672.
22	13	15	460.	1532.	460.	1532.
23	14	16	-1950.	-2672.	-2125.	-2910.
24	15	16	-460.	-1534.	-460.	-1534.
25	15	17	1939.	3075.	1939.	3075.
26	16	17	-774.	-2581.	-774.	-2581.
27	16	18	-1473.	-2017.	-1665.	-2281.
28	17	19	2312.	3666.	2312.	3666.
29	18	19	-1665.	-2281.	-1862.	-2551.
30	19	20	-958.	-521.	-958.	-521.
31	20	21	-3326.	-1808.	-3326.	-1808.
32	21	22	-3326.	-1808.	-3326.	-1808.
33	20	17	-1048.	-1662.	-1048.	-1662.
104	20	106	-3058.	-4848.	-3058.	-4848.
105	19	105	772.	1058.	969.	1328.
106	19	106	1104.	1750.	1104.	1750.
107	105	107	969.	1328.	1162.	1592.
108	106	107	-2259.	-7528.	-2259.	-7528.
109	106	108	17.	26.	17.	26.
110	107	108	713.	2376.	713.	2376.
111	107	109	-967.	-1325.	-793.	-1086.
112	108	110	-712.	-2373.	-712.	-2373.
113	108	111	789.	1252.	789.	1252.
114	109	110	-793.	-1086.	-596.	-816.
115	110	111	173.	577.	173.	577.
116	110	112	-1222.	-1674.	-993.	-1360.
117	111	112	602.	2008.	602.	2008.
118	111	113	-867.	-2890.	-867.	-2890.
119	111	115	1313.	2081.	1313.	2081.
120	112	113	-919.	-1259.	-1148.	-1573.
121	113	114	-1566.	-2145.	-1763.	-2415.
122	113	115	416.	1387.	416.	1387.
123	114	116	-1763.	-2416.	-1938.	-2654.
124	115	116	-412.	-1373.	-412.	-1373.
125	115	117	1768.	2803.	1768.	2803.
126	116	117	-865.	-2883.	-865.	-2883.
127	116	118	-1198.	-1641.	-1390.	-1905.
128	117	119	2184.	3463.	2184.	3463.
129	118	119	-1390.	-1905.	-1588.	-2175.
130	119	120	-1066.	-579.	-1066.	-579.
131	120	121	-3606.	-1960.	-3606.	-1960.
132	121	122	-3606.	-1960.	-3606.	-1960.
133	120	117	-1171.	-1856.	-1171.	-1856.
201	201	202	-223.	-744.	-223.	-744.
202	201	203	891.	1412.	891.	1412.
203	201	204	-2299.	-7664.	-2299.	-7664.
204	202	204	226.	310.	455.	624.
205	203	204	699.	2329.	699.	2329.
206	203	205	1365.	2164.	1365.	2164.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

207	203	206	-855.	-2851.	-855.	-2851.
208	204	206	-1413.	-1936.	-1184.	-1622.
209	205	206	300.	1000.	300.	1000.
210	205	207	1514.	2400.	1514.	2400.
211	205	208	-332.	-1108.	-332.	-1108.
212	206	208	-1792.	-2455.	-1563.	-2141.
213	225	208	69.	229.	69.	229.
214	207	209	1541.	2443.	1541.	2443.
215	226	210	-74.	-247.	-74.	-247.
216	208	210	-1798.	-2464.	-1569.	-2149.
217	225	226	0.	-0.	0.	-0.
218	209	211	1541.	2443.	1541.	2443.
219	210	227	1560.	5201.	1560.	5201.
220	210	212	-2162.	-2962.	-2391.	-3276.
221	228	212	-1444.	-4812.	-1444.	-4812.
222	211	213	2121.	3362.	2121.	3362.
223	212	213	1380.	4599.	1380.	4599.
224	212	214	-2850.	-3904.	-3079.	-4218.
225	213	214	-1243.	-4142.	-1243.	-4142.
226	213	215	2738.	4340.	2738.	4340.
227	214	215	1300.	4334.	1300.	4334.
228	214	216	-3652.	-5003.	-3882.	-5317.
229	215	216	-1065.	-3550.	-1065.	-3550.
230	215	217	3459.	5484.	3459.	5484.
231	216	217	1342.	4473.	1342.	4473.
232	216	218	-4678.	-6409.	-4908.	-6723.
233	217	218	-424.	-1414.	-424.	-1414.
234	119	201	1856.	2942.	1856.	2942.
235	119	202	97.	133.	326.	447.
236	218	220	-4718.	-6463.	-4947.	-6777.
237	220	217	3643.	5775.	3643.	5775.
239	223	222	-1930.	-1049.	-1930.	-1049.
240	227	228	-1.	-2.	-1.	-2.
241	225	207	69.	229.	69.	229.
242	228	211	-1444.	-4812.	-1444.	-4812.
243	227	211	1561.	5202.	1561.	5202.
244	226	207	-74.	-247.	-74.	-247.
245	220	223	-2480.	-1348.	-2480.	-1348.
247	120	201	-3193.	-5061.	-3193.	-5061.
248	223	217	943.	1495.	943.	1495.

Beam	I	J	SH1	SH2	BM1	BM2
1	1	2	666.	666.	47754.	10454.
2	2	3	666.	666.	10454.	-40167.
3	3	4	-1116.	-1116.	-40167.	0.
4	3	6	0.	0.	0.	0.
5	4	5	-123.	1.	0.	2428.
6	4	6	0.	0.	0.	0.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

7	5	7	1.	122.	2428.	0.
8	6	7	0.	0.	0.	0.
9	6	8	0.	0.	0.	0.
10	7	8	0.	0.	0.	0.
11	7	9	-116.	-6.	0.	2197.
12	8	10	0.	0.	0.	0.
13	8	11	0.	0.	0.	0.
14	9	10	-6.	118.	2197.	0.
15	10	11	0.	0.	0.	0.
16	10	12	-72.	72.	0.	0.
17	11	12	0.	0.	0.	0.
18	11	13	0.	0.	0.	0.
19	11	15	0.	0.	0.	0.
20	12	13	-237.	237.	0.	0.
21	13	14	-388.	20.	0.	7214.
22	13	15	0.	0.	0.	0.
23	14	16	20.	380.	7214.	0.
24	15	16	0.	0.	0.	0.
25	15	17	0.	0.	0.	0.
26	16	17	0.	0.	0.	0.
27	16	18	-402.	-4.	0.	7973.
28	17	19	0.	0.	0.	0.
29	18	19	-4.	404.	7973.	0.
30	19	20	-1023.	-1023.	0.	36825.
31	20	21	619.	619.	36825.	-10230.
32	21	22	619.	619.	-10230.	-44901.
33	20	17	0.	0.	0.	0.
104	20	106	0.	0.	0.	0.
105	19	105	-123.	1.	0.	2428.
106	19	106	0.	0.	0.	0.
107	105	107	1.	122.	2428.	0.
108	106	107	0.	0.	0.	0.
109	106	108	0.	0.	0.	0.
110	107	108	0.	0.	0.	0.
111	107	109	-116.	-6.	0.	2197.
112	108	110	0.	0.	0.	0.
113	108	111	0.	0.	0.	0.
114	109	110	-6.	118.	2197.	0.
115	110	111	0.	0.	0.	0.
116	110	112	-72.	72.	0.	0.
117	111	112	0.	0.	0.	0.
118	111	113	0.	0.	0.	0.
119	111	115	0.	0.	0.	0.
120	112	113	-228.	228.	0.	0.
121	113	114	-385.	41.	0.	6792.
122	113	115	0.	0.	0.	0.
123	114	116	10.	370.	6792.	0.
124	115	116	0.	0.	0.	0.
125	115	117	0.	0.	0.	0.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

126	116	117	0.	0.	0.	0.
127	116	118	-402.	-4.	0.	7973.
128	117	119	0.	0.	0.	0.
129	118	119	-4.	404.	7973.	0.
130	119	120	-1020.	-1020.	0.	36716.
131	120	121	614.	614.	36716.	-9978.
132	121	122	614.	614.	-9978.	-44384.
133	120	117	0.	0.	0.	0.
201	201	202	0.	0.	0.	0.
202	201	203	-10.	-10.	-331.	171.
203	201	204	0.	0.	0.	0.
204	202	204	-105.	39.	-1922.	-83.
205	203	204	0.	0.	0.	0.
206	203	205	3.	3.	171.	20.
207	203	206	0.	0.	0.	0.
208	204	206	-63.	81.	-83.	-600.
209	205	206	0.	0.	0.	0.
210	205	207	0.	0.	20.	4.
211	205	208	0.	0.	0.	0.
212	206	208	-75.	70.	-600.	-459.
213	225	208	0.	0.	-2.	0.
214	207	209	1.	1.	4.	-22.
215	226	210	0.	0.	3.	0.
216	208	210	-68.	76.	-459.	0.
217	225	226	0.	0.	0.	0.
218	209	211	1.	1.	-22.	-49.
219	210	227	-0.	-0.	0.	19.
220	210	212	-247.	227.	0.	-1649.
221	228	212	0.	0.	16.	0.
222	211	213	-5.	-5.	-49.	188.
223	212	213	0.	0.	0.	0.
224	212	214	-236.	237.	-1649.	-1673.
225	213	214	0.	0.	0.	0.
226	213	215	4.	4.	188.	3.
227	214	215	0.	0.	0.	0.
228	214	216	-229.	245.	-1673.	-2122.
229	215	216	0.	0.	0.	0.
230	215	217	-13.	-13.	3.	656.
231	216	217	0.	0.	0.	0.
232	216	218	-283.	190.	-2122.	476.
233	217	218	0.	0.	0.	0.
234	119	201	7.	7.	0.	-331.
235	119	202	-50.	95.	0.	-1922.
236	218	220	-189.	285.	476.	0.
237	220	217	13.	13.	0.	-656.
239	223	222	237.	699.	20916.	-40819.
240	227	228	0.	0.	0.	0.
241	225	207	0.	0.	2.	0.
242	228	211	-0.	-0.	-16.	0.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

243	227	211	0.	0.	19.	0.
244	226	207	0.	0.	-3.	0.
245	220	223	-655.	-528.	0.	20916.
247	120	201	0.	0.	0.	0.
248	223	217	0.	0.	0.	0.

Type of beam :Web:1 5/8" x 0.065

Maximum Stress - Compression	[fa] :	-7664.	At Beam :	203
Maximum Stress - Tension	[ft] :	5202.	At Beam :	243
Maximum Bending Moment	[M] :	19.	At Beam :	243

Type of beam :Top Ch:4"x 2.18"

Maximum Stress - Compression	[fa] :	-6463.	At Beam :	236
Maximum Stress - Tension	[ft] :	1328.	At Beam :	107
Maximum Bending Moment	[M] :	7973.	At Beam :	29

Type of beam :Post:4x4x.12

Maximum Stress - Compression	[fa] :	-1960.	At Beam :	131
Maximum Bending Moment	[M] :	47754.	At Beam :	1

Type of beam :Bottom Ch:1 7/8" x 0.09

Maximum Stress - Tension	[ft] :	5775.	At Beam :	237
Maximum Bending Moment	[M] :	-331.	At Beam :	202

Type of beam :Knee Brace:1 7/8" x 0.09

Maximum Stress - Compression	[fa] :	-5061.	At Beam :	247
Maximum Stress - Tension	[ft] :	1495.	At Beam :	248

NODE INTERNAL FORCES AND REACTIONS

Node	FX	FY	MZ
1	666. Reaction	1476. Reaction	-47754.
22	619. Reaction	3326. Reaction	-44901.
122	614. Reaction	3606. Reaction	-44384.
222	699. Reaction	1930. Reaction	-40819.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

RESULTS FOR LOADCASE 7 : 0.6 D + 0.6 W

BEAM LOADS AND STRESSES

PX1 Or PX2 Axial Load At The Ends Of The Member
SX1 Or SX2 Axial Stress At The Ends Of The Member
+ : Tension , - : Compression
SH1 Or SH2 Shear At The Ends Of The Member
BM1 Or BM2 Bending Moment At The Ends Of The Member

Beam	I	J	PX1	SX1	PX2	SX2
1	1	2	534.	290.	534.	290.
2	2	3	534.	290.	534.	290.
3	3	4	1885.	1024.	1885.	1024.
4	3	6	-2343.	-3714.	-2343.	-3714.
5	4	5	3587.	4913.	3608.	4943.
6	4	6	-1886.	-2990.	-1886.	-2990.
7	5	7	3608.	4943.	3629.	4972.
8	6	7	-1730.	-5768.	-1730.	-5768.
9	6	8	-2719.	-4311.	-2719.	-4311.
10	7	8	1342.	4473.	1342.	4473.
11	7	9	1910.	2617.	1929.	2643.
12	8	10	-1340.	-4468.	-1340.	-4468.
13	8	11	-1264.	-2004.	-1264.	-2004.
14	9	10	1929.	2643.	1951.	2672.
15	10	11	1173.	3909.	1173.	3909.
16	10	12	705.	966.	730.	1001.
17	11	12	-569.	-1897.	-569.	-1897.
18	11	13	-508.	-1695.	-508.	-1695.
19	11	15	-397.	-629.	-397.	-629.
20	12	13	840.	1151.	815.	1117.
21	13	14	76.	105.	55.	75.
22	13	15	812.	2708.	812.	2708.
23	14	16	55.	75.	36.	49.
24	15	16	-813.	-2711.	-813.	-2711.
25	15	17	485.	769.	485.	769.
26	16	17	1651.	5503.	1651.	5503.
27	16	18	-1553.	-2127.	-1574.	-2156.
28	17	19	-310.	-491.	-310.	-491.
29	18	19	-1574.	-2156.	-1595.	-2186.
30	19	20	110.	60.	110.	60.
31	20	21	1166.	634.	1166.	634.
32	21	22	1166.	634.	1166.	634.
33	20	17	2235.	3544.	2235.	3544.
104	20	106	-404.	-641.	-404.	-641.
105	19	105	1333.	1826.	1354.	1855.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

106	19	106	-1416.	-2245.	-1416.	-2245.
107	105	107	1354.	1855.	1375.	1884.
108	106	107	-298.	-995.	-298.	-995.
109	106	108	-1560.	-2473.	-1560.	-2473.
110	107	108	738.	2460.	738.	2460.
111	107	109	1023.	1401.	1042.	1427.
112	108	110	-737.	-2458.	-737.	-2458.
113	108	111	-760.	-1204.	-760.	-1204.
114	109	110	1042.	1427.	1064.	1457.
115	110	111	865.	2882.	865.	2882.
116	110	112	361.	495.	386.	529.
117	111	112	-269.	-897.	-269.	-897.
118	111	113	-545.	-1816.	-545.	-1816.
119	111	115	-41.	-65.	-41.	-65.
120	112	113	500.	685.	475.	651.
121	113	114	-357.	-489.	-379.	-519.
122	113	115	919.	3064.	919.	3064.
123	114	116	-379.	-519.	-398.	-545.
124	115	116	-910.	-3034.	-910.	-3034.
125	115	117	965.	1529.	965.	1529.
126	116	117	1887.	6290.	1887.	6290.
127	116	118	-2211.	-3029.	-2232.	-3058.
128	117	119	56.	89.	56.	89.
129	118	119	-2232.	-3058.	-2254.	-3088.
130	119	120	-191.	-104.	-191.	-104.
131	120	121	1274.	692.	1274.	692.
132	121	122	1274.	692.	1274.	692.
133	120	117	2555.	4050.	2555.	4050.
201	201	202	374.	1246.	374.	1246.
202	201	203	-1545.	-2449.	-1545.	-2449.
203	201	204	-528.	-1760.	-528.	-1760.
204	202	204	1723.	2360.	1748.	2394.
205	203	204	619.	2065.	619.	2065.
206	203	205	-1128.	-1788.	-1128.	-1788.
207	203	206	-751.	-2505.	-751.	-2505.
208	204	206	1524.	2088.	1549.	2122.
209	205	206	828.	2760.	828.	2760.
210	205	207	-716.	-1135.	-716.	-1135.
211	205	208	-921.	-3070.	-921.	-3070.
212	206	208	1267.	1735.	1292.	1770.
213	225	208	1020.	3401.	1020.	3401.
214	207	209	-306.	-486.	-306.	-486.
215	226	210	-1102.	-3674.	-1102.	-3674.
216	208	210	1011.	1385.	1036.	1419.
217	225	226	0.	1.	0.	1.
218	209	211	-306.	-486.	-306.	-486.
219	210	227	524.	1747.	524.	1747.
220	210	212	475.	651.	450.	616.
221	228	212	-485.	-1618.	-485.	-1618.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

222	211	213	-112.	-177.	-112.	-177.
223	212	213	605.	2018.	605.	2018.
224	212	214	183.	250.	158.	216.
225	213	214	-545.	-1817.	-545.	-1817.
226	213	215	159.	252.	159.	252.
227	214	215	858.	2860.	858.	2860.
228	214	216	-344.	-471.	-369.	-505.
229	215	216	-702.	-2339.	-702.	-2339.
230	215	217	635.	1007.	635.	1007.
231	216	217	1637.	5457.	1637.	5457.
232	216	218	-1608.	-2203.	-1633.	-2237.
233	217	218	-13.	-44.	-13.	-44.
234	119	201	-1906.	-3021.	-1906.	-3021.
235	119	202	1531.	2097.	1556.	2131.
236	218	220	-1627.	-2229.	-1652.	-2263.
237	220	217	179.	284.	179.	284.
239	223	222	360.	195.	360.	195.
240	227	228	-0.	-0.	-0.	-0.
241	225	207	1020.	3401.	1020.	3401.
242	228	211	-485.	-1618.	-485.	-1618.
243	227	211	524.	1747.	524.	1747.
244	226	207	-1102.	-3675.	-1102.	-3675.
245	220	223	-802.	-436.	-802.	-436.
247	120	201	-15.	-24.	-15.	-24.
248	223	217	1988.	3151.	1988.	3151.

Beam	I	J	SH1	SH2	BM1	BM2
1	1	2	732.	732.	54150.	13131.
2	2	3	732.	732.	13131.	-42539.
3	3	4	-1182.	-1182.	-42539.	0.
4	3	6	0.	0.	0.	0.
5	4	5	314.	-3.	0.	-6206.
6	4	6	0.	0.	0.	0.
7	5	7	-3.	-313.	-6206.	0.
8	6	7	0.	0.	0.	0.
9	6	8	0.	0.	0.	0.
10	7	8	0.	0.	0.	0.
11	7	9	296.	15.	0.	-5615.
12	8	10	0.	0.	0.	0.
13	8	11	0.	0.	0.	0.
14	9	10	15.	-302.	-5615.	0.
15	10	11	0.	0.	0.	0.
16	10	12	184.	-184.	0.	0.
17	11	12	0.	0.	0.	0.
18	11	13	0.	0.	0.	0.
19	11	15	0.	0.	0.	0.
20	12	13	-35.	35.	0.	0.
21	13	14	-58.	3.	0.	1074.

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22
Janos Boros P.E.		Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

22	13	15	0.	0.	0.	0.
23	14	16	3.	57.	1074.	0.
24	15	16	0.	0.	0.	0.
25	15	17	0.	0.	0.	0.
26	16	17	0.	0.	0.	0.
27	16	18	-60.	-1.	0.	1187.
28	17	19	0.	0.	0.	0.
29	18	19	-1.	60.	1187.	0.
30	19	20	-1345.	-1345.	0.	48428.
31	20	21	811.	811.	48428.	-13215.
32	21	22	811.	811.	-13215.	-58636.
33	20	17	0.	0.	0.	0.
104	20	106	0.	0.	0.	0.
105	19	105	314.	-3.	0.	-6206.
106	19	106	0.	0.	0.	0.
107	105	107	-3.	-313.	-6206.	0.
108	106	107	0.	0.	0.	0.
109	106	108	0.	0.	0.	0.
110	107	108	0.	0.	0.	0.
111	107	109	296.	15.	0.	-5615.
112	108	110	0.	0.	0.	0.
113	108	111	0.	0.	0.	0.
114	109	110	15.	-302.	-5615.	0.
115	110	111	0.	0.	0.	0.
116	110	112	184.	-184.	0.	0.
117	111	112	0.	0.	0.	0.
118	111	113	0.	0.	0.	0.
119	111	115	0.	0.	0.	0.
120	112	113	-34.	34.	0.	0.
121	113	114	-56.	7.	0.	962.
122	113	115	0.	0.	0.	0.
123	114	116	0.	54.	962.	0.
124	115	116	0.	0.	0.	0.
125	115	117	0.	0.	0.	0.
126	116	117	0.	0.	0.	0.
127	116	118	-60.	-1.	0.	1187.
128	117	119	0.	0.	0.	0.
129	118	119	-1.	60.	1187.	0.
130	119	120	-1306.	-1306.	0.	47005.
131	120	121	794.	794.	47005.	-13344.
132	121	122	794.	794.	-13344.	-57811.
133	120	117	0.	0.	0.	0.
201	201	202	0.	0.	0.	0.
202	201	203	-4.	-4.	-253.	-36.
203	201	204	0.	0.	0.	0.
204	202	204	169.	-200.	672.	1548.
205	203	204	0.	0.	0.	0.
206	203	205	2.	2.	-36.	-112.
207	203	206	0.	0.	0.	0.

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS>		
Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

208	204	206	187.	-182.	1548.	1405.
209	205	206	0.	0.	0.	0.
210	205	207	-3.	-3.	-112.	26.
211	205	208	0.	0.	0.	0.
212	206	208	186.	-183.	1405.	1318.
213	225	208	0.	0.	10.	0.
214	207	209	0.	0.	26.	8.
215	226	210	-0.	-0.	-12.	0.
216	208	210	177.	-192.	1318.	0.
217	225	226	0.	0.	0.	0.
218	209	211	0.	0.	8.	-9.
219	210	227	0.	0.	0.	4.
220	210	212	-36.	34.	0.	-278.
221	228	212	0.	0.	3.	0.
222	211	213	-1.	-1.	-9.	44.
223	212	213	0.	0.	0.	0.
224	212	214	-37.	34.	-278.	-207.
225	213	214	0.	0.	0.	0.
226	213	215	3.	3.	44.	-91.
227	214	215	0.	0.	0.	0.
228	214	216	-28.	43.	-207.	-622.
229	215	216	0.	0.	0.	0.
230	215	217	-9.	-9.	-91.	380.
231	216	217	0.	0.	0.	0.
232	216	218	-67.	3.	-622.	1169.
233	217	218	0.	0.	0.	0.
234	119	201	5.	5.	0.	-253.
235	119	202	203.	-166.	0.	672.
236	218	220	-8.	62.	1169.	0.
237	220	217	8.	8.	0.	-380.
239	223	222	511.	1127.	42210.	-65867.
240	227	228	0.	0.	0.	0.
241	225	207	-0.	-0.	-10.	0.
242	228	211	0.	0.	-3.	0.
243	227	211	0.	0.	4.	0.
244	226	207	0.	0.	12.	0.
245	220	223	-1271.	-1102.	0.	42210.
247	120	201	0.	0.	0.	0.
248	223	217	0.	0.	0.	0.

Type of beam :Web:1 5/8" x 0.065

Maximum Stress - Compression	[fa] :	-5768.	At Beam : 8
Maximum Stress - Tension	[ft] :	6290.	At Beam : 126
Maximum Bending Moment	[M] :	-12.	At Beam : 215

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22
Janos Boros P.E.		Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS>		
Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

Type of beam :Top Ch:4"x 2.18"

Maximum Stress - Compression	[fa] :	-3058.	At Beam :	129
Maximum Stress - Tension	[ft] :	4943.	At Beam :	7
Maximum Bending Moment	[M] :	-6206.	At Beam :	7

Type of beam :Post:4x4x.12

Maximum Stress - Compression	[fa] :	-436.	At Beam :	245
Maximum Stress - Tension	[ft] :	1024.	At Beam :	3
Maximum Bending Moment	[M] :	54150.	At Beam :	1

Type of beam :Bottom Ch:1 7/8" x 0.09

Maximum Stress - Compression	[fa] :	-4311.	At Beam :	9
Maximum Stress - Tension	[ft] :	1529.	At Beam :	125
Maximum Bending Moment	[M] :	-253.	At Beam :	202

Type of beam :Knee Brace:1 7/8" x 0.09

Maximum Stress - Compression	[fa] :	-3714.	At Beam :	4
Maximum Stress - Tension	[ft] :	4050.	At Beam :	133

NODE INTERNAL FORCES AND REACTIONS

Node	FX	FY	MZ
1	732. Reaction	-534. Reaction	-54150.
22	811. Reaction	-1166. Reaction	-58636.
122	794. Reaction	-1274. Reaction	-57811.
222	1127. Reaction	-360. Reaction	-65867.

Find Maximum Stress/Moment For Each Member Types:

Type Of Member : Web:1 5/8" x 0.065

Load Case Name : D + C + Lr

Maximum Stress - Tension	[ft]	:6170.000
Maximum Stress - Compression	[fa]	:-11585.000
Maximum Bending Moment	[M]	:26.000

Load Case Name : D + 0.75 <0.6> W + 0.75 <Lr or S >

Maximum Stress - Tension	[ft]	:5202.000
Maximum Stress - Compression	[fa]	:-7664.000
Maximum Bending Moment	[M]	:19.000

Load Case Name : 0.6 D + 0.6 W

Maximum Stress - Tension	[ft]	:6290.000
Maximum Stress - Compression	[fa]	:-5768.000
Maximum Bending Moment	[M]	:12.000

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Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

```
Type Of Member : Top Ch:4"x 2.18"

Load Case Name : D + C + Lr
            Maximum Stress - Tension     [ ft ] :1325.000
            Maximum Stress - Compression [ fa ] :-7632.000
            Maximum Bending Moment       [ M  ] :10172.000
Load Case Name : D + 0.75 <0.6> W + 0.75 <Lr or S >
            Maximum Stress - Tension     [ ft ] :1328.000
            Maximum Stress - Compression [ fa ] :-6463.000
            Maximum Bending Moment       [ M  ] :7973.000
Load Case Name : 0.6 D + 0.6 W
            Maximum Stress - Tension     [ ft ] :4943.000
            Maximum Stress - Compression [ fa ] :-3058.000
            Maximum Bending Moment       [ M  ] :6206.000

Type Of Member : Post:4x4x.12

Load Case Name : D + C + Lr
            Maximum Stress - Tension     [ ft ] :0.000
            Maximum Stress - Compression [ fa ] :-3769.000
            Maximum Bending Moment       [ M  ] :16877.000
Load Case Name : D + 0.75 <0.6> W + 0.75 <Lr or S >
            Maximum Stress - Tension     [ ft ] :0.000
            Maximum Stress - Compression [ fa ] :-1960.000
            Maximum Bending Moment       [ M  ] :47754.000
Load Case Name : 0.6 D + 0.6 W
            Maximum Stress - Tension     [ ft ] :1024.000
            Maximum Stress - Compression [ fa ] :-436.000
            Maximum Bending Moment       [ M  ] :54150.000

Type Of Member : Bottom Ch:1 7/8" x 0.09

Load Case Name : D + C + Lr
            Maximum Stress - Tension     [ ft ] :8847.000
            Maximum Stress - Compression [ fa ] :0.000
            Maximum Bending Moment       [ M  ] :307.000
Load Case Name : D + 0.75 <0.6> W + 0.75 <Lr or S >
            Maximum Stress - Tension     [ ft ] :5775.000
            Maximum Stress - Compression [ fa ] :0.000
            Maximum Bending Moment       [ M  ] :331.000
Load Case Name : 0.6 D + 0.6 W
            Maximum Stress - Tension     [ ft ] :1529.000
            Maximum Stress - Compression [ fa ] :-4311.000
            Maximum Bending Moment       [ M  ] :253.000
```

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Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Type Of Member : Knee Brace:1 7/8" x 0.09

Load Case Name : D + C + Lr
- Maximum Stress - Tension [ft] :0.000
- Maximum Stress - Compression [fa] :-7754.000
- Maximum Bending Moment [M] :0.000

Load Case Name : D + 0.75 <0.6> W + 0.75 <Lr or S >
- Maximum Stress - Tension [ft] :1495.000
- Maximum Stress - Compression [fa] :-5061.000
- Maximum Bending Moment [M] :0.000

Load Case Name : 0.6 D + 0.6 W
- Maximum Stress - Tension [ft] :4050.000
- Maximum Stress - Compression [fa] :-3714.000
- Maximum Bending Moment [M] :0.000

Check Columns for Combined Stresses

Use:4x4x.12 SQ Tube

E = 29500 ksi [Modulus Of Elasticity Of Steel]
Fy = 50.0 ksi [Minimum Yield Stress]
A = 1.84 in^2 [Area]
I = 4.60 in^3 [Moment Of Inertia]
S = 2.30 in^3 [Section Modulus (*Effective*)]
r_{MIN} = 1.58 in [Radius Of Gyration]
F_a [Allowable Average Compression Stress Under Concentric Loading]
F_b [Allowable Stress For Bending]

D + C + Lr

(*See* BEAM LOADS AND STRESSES *of* M I C R O S A F E ---
STRUCTURAL ANALYSIS BY FINITE ELEMENTS)

Maximum Stress - Compression [fa] : **3769**
Maximum Bending Moment [M] : **16877**

ℓ = **132.00** in [Unsupported Length Of The Beam Number: 1]
k = 1.5 [See *Manual of* STEEL CONSTRUCTION, *Table C-C2.1*]

Check For Compression :

$$C_c = \sqrt{\frac{2\,\pi^2\,E}{F_y}} = \mathbf{107.9}$$

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Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

$\frac{k\,\ell}{r_{MIN.}} = 125.3 \longrightarrow F_a = 9.67$ ksi

Check For Bending :

$F_b = 0.66\ Fy = 30.00$ ksi

$$\text{Combined Stress} = \frac{fa}{Fa} + \frac{\left[\frac{M}{S}\right]}{Fb} = \mathbf{0.61} < 1.0 \quad \text{OK}$$

D + 0.75 W-GCPi + 0.75 Lr

(*See* BEAM LOADS AND STRESSES *of* M I C R O S A F E ---
STRUCTURAL ANALYSIS BY FINITE ELEMENTS)

Maximum Stress - Compression [fa] : **1960**
Maximum Bending Moment [M] : **47754**

$$\text{Combined Stress} = \frac{fa}{Fa} + \frac{\left[\frac{M}{S}\right]}{Fb} = \mathbf{0.83} < 1.0 \quad \text{OK}$$

0.6 D + <0.6>W+GCPi

(*See* BEAM LOADS AND STRESSES *of* M I C R O S A F E ---
STRUCTURAL ANALYSIS BY FINITE ELEMENTS)

Maximum Stress - Compression [fa] : **436**
Maximum Stress - Tension [ft] : **1024**
Maximum Bending Moment [M] : **65867**

$$\text{Combined Stress} = \frac{fa}{Fa} + \frac{\left[\frac{M}{S}\right]}{Fb} = \mathbf{0.91} < 1.0 \quad \text{OK}$$

$$\text{Combined Stress} = \frac{ft}{0.6\ Fy} + \frac{\left[\frac{M}{S}\right]}{Fb} = \mathbf{0.90} < 1.0 \quad \text{OK}$$

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3. Lateral Load Resisting Systems

3.1.Check For Lateral Loads in Transversal Direction *See Figures At The End Of The Calculations*

The lateral loads from the wall in transversal direction are collected by the girts at 53.00 in o/c and transferred to the columns.

See below for checking the girts.

See above **2.2. Check Trusses/Column Frame**

3.1.1. Side Wall Girts

Use: 3" x 16 GA Hat Section

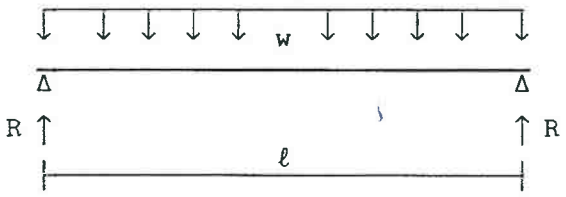
Connect with (2) 1/4 Dia A 307 (3/8" Dia is Better)

$V_{ALLOW\ BOLTS}$ = **0.49** kips - For 1/4" Dia A 307 <Shear>

MA = **13.58/15.40** kip-in - Allowable Moment For Bending -*See* **APPENDIX**
ℓ = **10.00** ft - Span Between Two Supports
b = **4.42** ft. - Max. Tributary Width:**53.00** in

Simple Span Condition

w - Uniform Load
R - End Beam Reaction
M - Bending Moment



Effective wind areas of roof :

$A_{EFF} = b\,\ell = 44.17\ ft^2$ or $A_{EFF} = \frac{\ell}{3}\,\ell = 33.33\ ft^2$

$A_{EFF} = 44.17\ ft^2$ *Controls !*$\longrightarrow GC_p = 0.90$ - *Refer to* Figure 30.3-1

$q_h\ (GC_p + GC_{pi}) = 26.54\ \frac{lb.}{ft.^2}$ - max. wind pressure

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$$w_{WL} = \left[0.6\, q_h\, (GC_P + GC_{pi}) \right] b = 70.32 \frac{\text{lb.}}{\text{ft.}}$$

$$R_{WL} = \frac{w_{WL}\, \ell}{2} = 0.35 \text{ kips} < 2\, V_{\substack{ALLOW \\ BOLTS}} = 0.98 \text{ kips}$$ OK

$$M_{WL} = \frac{w_{WL}\, \ell^2}{8} = 10.55 \text{ kip-in.} < MA = 13.58 \text{ kip-in}$$ OK

3.2.Check For Lateral Loads in Longitudinal Direction

Note: The lateral loads are resisted by embedded columns. Cable bracing is provided for erection purpose only and for added safety.

There is no moment connection for this project except at column base.

The lateral loads from the wall in longitudinal direction are collected by the girts at 50.00 in o/c and transferred to the columns.

See below for checking the girts and its connection.

3.2.1. Check Girt For Wind Load (End Wall)

Use: 3" x 16 GA Hat Section Or Equal

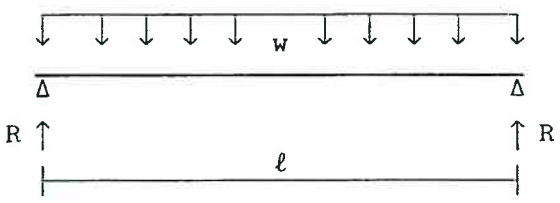
Connect with min. (2) #14 Screws, See Appendix

$V_{\substack{ALLOW \\ TEKS}}$ = **591** lb - From **Appendix** For Pull-Out

MA = **13.58/15.40** kip-in - Allowable Moment For Bending -*See* **APPENDIX**
ℓ = **8.50** ft - Span Between Two Supports
b = **4.17** ft. - Max. Tributary Width:**50.00** in

Simple Span Condition

w - Uniform Load
R - End Beam Reaction
M - Bending Moment



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Effective wind areas of roof :

$A_{EFF} = b\,\ell = 35.42\ ft^2$ or $A_{EFF} = \frac{\ell}{3}\,\ell = 24.08\ ft^2$

$A_{EFF} = 44.17\ ft^2$ *Controls !*$\longrightarrow GC_p = 1.20$ - *Refer to* Figure 30.3-1

$q_h\,(GC_p + GC_{pi}) = 33.91\ \frac{lb.}{ft.^2}$ - max. wind pressure

$W_{WL} = \left[\, 0.6\ q_h\ (GC_p + GC_{pi}) \,\right] b = 84.77\ \frac{lb.}{ft.}$

$R_{WL} = \frac{W_{WL}\ \ell}{2} = 0.36$ kips $< 2\ V_{\frac{ALLOW}{TEKS}} = 1.18$ kips OK

$M_{WL} = \frac{W_{WL}\ \ell^2}{8} = 9.19$ kip-in. $<$ MA $= 13.58$ kip-in OK

3.2.2 Check Columns At The End Wall

Use:4x4x.12 SQ Tube

E = 29500 ksi	[Modulus Of Elasticity Of Steel	]
Fy = 50.0 ksi	[Minimum Yield Stress	]
A = 1.84 in^2	[Area	]
I = 4.60 in^3	[Moment Of Inertia	]
S = 2.30 in^3	[Section Modulus (*Effective*)	]
r_{MIN} = 1.58 in	[Radius Of Gyration	]

b = **8.38** ft - Tributary Load Width for the Post : **8.50/2+8.25/2**
ℓ = **22.00** ft - Max. Length Of Columns
Bay = **10.00** ft. - Bay Spacing of the Arch
k = 1.0 [Base: Rotation Fixed And Translation Fixed
Top : Rotation Fixed And Translation Free]
F_a [Allowable Average Compression Stress
Under Concentric Loading]

Check For Compression :

$\frac{k\,\ell}{r_{MIN.}} = 197.01 \longrightarrow F_a = 3.91$ ksi

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For Dead Load + Collater Load + Live Load:

$$P_{DL+LL} = (p_{DL} + p_{LL})\, b\, \frac{Bay}{2} = 0.61 \text{ kips} \longrightarrow \frac{\frac{P_{DL+LL}}{A}}{Fa} = 0.06 \text{ OK}$$

Check For Lateral Loads :

Effective wind areas of roof :

$$A_{EFF} = b\,\ell = 184.25 \text{ ft}^2 \quad \text{or} \quad A_{EFF} = \frac{\ell}{3}\,\ell = 161.33 \text{ ft}^2$$

$A_{EFF} = 184.25$ ft^2 *Controls !* $\longrightarrow GC_p = 0.58$ - *Refer to* Figure 30.3-1

$$q_h\,(GC_p + GC_{pi}) = 18.67 \frac{\text{lb.}}{\text{ft.}^2} \quad \text{- max. wind pressure}$$

$$w_{WL} = \left[\, 0.6\, q_h\, (GC_p + GC_{pi}) \,\right] b = 93.83 \frac{\text{lb.}}{\text{ft.}}$$

$$R_{WL} = \frac{w_{WL}\,\ell}{2} = 1.03 \text{ kips}$$

$$M_{WL} = \frac{w_{WL}\,\ell^2}{8} = 68.12 \text{ kip-in.}$$

$$S_{RQ.} = \frac{M_{WL}}{0.6\,Fy} = 2.27 \text{ in}^3 < S = 2.3 \text{ in}^3 \quad \text{OK}$$

3.2.4 Check Bracing in the Longitudinal Direction:

Width	= **41.5** ft	-	Width Of The Building
Length	= **130.0** ft	-	Length Of The Building
Bay	= **10.0** ft	-	Width Of The Braced Bay *(Critical)*
Eave	= **14.0** ft	-	Eave Height
Slope	= **6/12**	-	Slope on the Roof
Ridge	= **24.4** ft	-	Ridge Height

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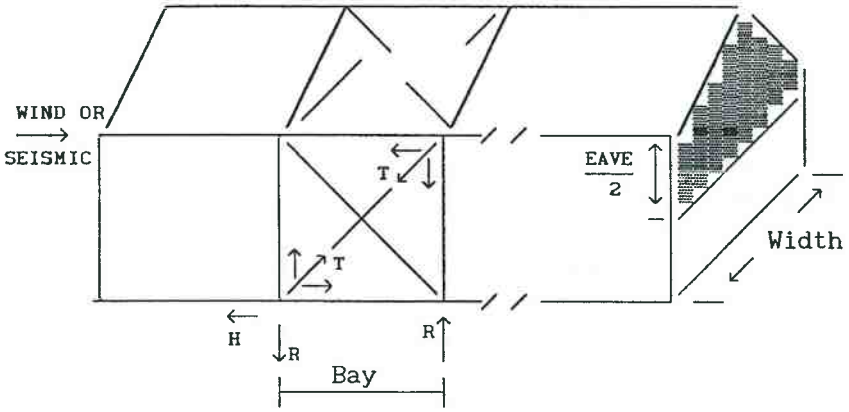

n_{SIDES} = **2** - Number of Braced Lines in the Longitudinal Direction

n_{BR} = **3** - Number of Sets of Bracings Per Line

Check For Wind Load

Find Total Exposed Area At The End Of The Building At Each Side :

$$A_T = \left[\frac{\text{Ridge + Eave}}{2} - \frac{\text{Eave}}{2} \right] \text{Width} = \mathbf{505.8}\ \text{ft}^2$$

Total Wind Load At Each Side :

$$GC_{pf} = [\ GC_{pf\ WINDWARD} + GC_{pf\ LEEWARD}\ ] = \mathbf{0.69} \text{ - Longitudinal Direction}$$

$$P_T = GC_{pf} \langle 0.6 \rangle\ q_h\ A_T = \mathbf{5.14}\ \text{kips}$$

$$H_{TOTAL} = \frac{P_T}{n_{SIDES}} = \mathbf{2.57}\ \text{kips} \text{ - Total Force Per Side Wall At Eave}$$

$$H = \frac{H_{TOTAL}}{n_{BR}} = \mathbf{0.86}\ \text{kips} \text{ - Total Force for One Braced Bay}$$

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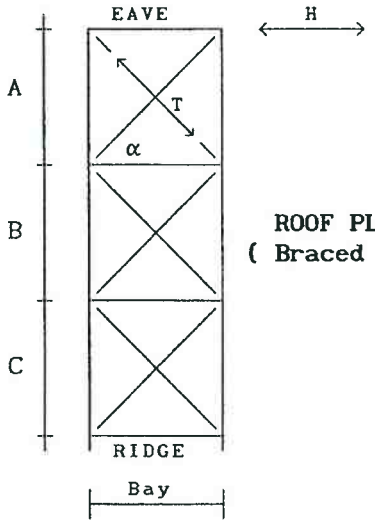
Check Roof Bracing :



ROOF PLAN
(Braced Bay)

A = **10.00** ft; B = **0.00** ft; C = **0.00** ft

Critical in the first set to the eave.

$$\alpha = \text{invtan}\left(\frac{A}{Bay}\right) = \mathbf{45.00}^{\circ}$$

Tension Force In (1) Set Of 1/4" Dia Cable By FWC :

$$T = \frac{H}{\cos \alpha} = \mathbf{1.21}\ \text{kips} < 3325\ \text{lb} - \text{Refer To Appendix}$$

Check Wall Bracing :

Tension Force In (1) Set Of 1/4" Dia Cable By FWC

$$T = 2\,H\,\frac{\sqrt{Eave^2+Bay^2}}{Bay} = \mathbf{2.96}\ \text{kip} < 3325\ \text{lb} - \text{See Appendix}$$

Critical at Interior Bays

Reactions For Anchorage :

2 H = **1.72** kip

$$R = 2\,H\,\frac{Eave}{Bay} = \mathbf{2.40}\ \text{kip}$$

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4. Check Foundation

$p_S = 1500 \frac{Lb}{Ft^2}$ [Min. Soil Pressure]

$\gamma_c = 150 \frac{Lb}{Ft^3}$ [Specific Weight Of Concrete]

$f'_c = 2500 \frac{Lb}{in^2}$ [Compressive Strength Of The Concrete]

$p_L = 100 \frac{Lb}{Ft^2}$ [Min. Lateral Bearing Pressure]

$p_F = 130 \frac{Lb}{Ft^2}$ [Min. Lateral Sliding Resistance]

4.1 @ Exterior Post

Use : **2 Ft. - 0 In. Dia. x 4 Ft. - 9 In. Deep** *Concrete Footing*

D = **4.75** Ft [Depth Of The Footing]
r = **1.00** Ft [Radius Of The Footing
A = $r^2 \pi$ = **3.14** $Ft.^2$ [Area Of The Bottom Of The Footing]

4.1.1. Vertical Down

$P_{VERT.\ DOWN}$ = **3.49** kips *See page 28*

$p_S = 1500 \frac{Lb}{Ft^2} > \frac{P_{VERT.\ DOWN}}{A} = 1112 \frac{Lb}{Ft^2}$ OK

4.1.2. Vertical Up

$P_{VERT.\ UP}$ = **0.53** kips *See page 39*

$P_{WEIGTH\ FOOTING}$ = A D γ_c = **2.24** kips

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Safety = 3 ; *Stress Increase Due To Wind Or Seismic*

$$P_{FRICT.} = (\frac{1}{3})\ (2\ r\ \pi)\ \frac{1.33\ p_s}{6}\ D = 3.32 \text{ kips}$$

Refer To Section 1810.3.3.1.4 1810.3.3.1.5

$P_{TOTAL\ RESISTING}$ = 5.55 kips

$$Safety = \frac{P_{TOTAL\ RESISTING}}{P_{VERT.\ UP}} = 10.40 \quad OK$$

4.1.3. Horizontal

$P_{HORIZ.}$ = 1.13 kips *See page 39*

Stress Increase Due To Wind Or Seismic

$$P_{LATERAL\ BEARING} = (2\ r\ D)\ \frac{1.33\ p_L\ D}{2} = 3.01 \text{ kips}$$

Refer To Table No.1806.2

Stress Increase Due To Wind Or Seismic

$$P_{SLIDING\ RESIST.} = (\ 1.33\ p_F\ )\ A = 0.54 \text{ kips}$$

Refer To Table No.1806.2

$P_{TOTAL\ RESISTING}$ = 3.55 kips

$$Safety = \frac{P_{TOTAL\ RESISTING}}{P_{VERT.\ UP}} = 3.15 \quad OK$$

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Check For Lateral Load Per Section 1807.3.2.1.

Use : 2 ft - 0 in Dia. x 4 ft - 9 in Deep Round Footing

b = **2.00** ft - *Diameter Of The Footing*

d = **4.75** ft - *Depth Of The Pile*

$$pa = 100 \frac{\frac{lb}{ft^2}}{\text{ft of Depth}}$$ - *Per Table 1806.2*

$$S_3 = 1.33 \; (\; 2 \;) \; (\; pa \;) \; d = 1263 \frac{lb}{ft^2}$$

Per Section 1806.3.4.

Load Due To Wind/ Or Seismic

$$S_1 = \frac{S_3}{3} = 421 \text{ psf}$$

M_{MAX} = **65.87** kip-in - *Maximum Moment At The Base, See Page* **39** *Of The Calculations*

h = **14.00** ft - *Distance In Feet From Ground Surface To Point Of Application Of "P"*

$$P = \frac{M_{MAX}}{h} = 392 \text{ lb}$$ - *Applied Lateral Force In Pounds*

$$A = \frac{2.34 \; P}{S_1 \; b} = 1.09$$

$$d = 4.75 \text{ ft} > \frac{A}{2} \left[\; 1 + \sqrt{1 + \frac{4.36 \; h}{A}} \; \right] = 4.66 \text{ ft} \quad \text{OK}$$

Check Concrete For Reinforcement :

f'_c = 2500 psf - *Specified Compressive Strength Of Concrete*

f_t - *Allowable Tensile Strength Of Concrete Without Reinforcement*

S - *Section Modulus Of Footing*

$$S = \frac{\pi \; b^3}{32} = 1357.17 \text{ in}^2$$

$$f_t = 1.6 \sqrt{f'_c} = 80.0 \text{ psi} > \frac{P \; h}{S} = 48.5 \text{ psi} \quad \text{OK}$$

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4.2 @ Interior Posts

Use : **2 Ft. - 6 In. Dia. x 4 Ft. - 9 In. Deep** *Concrete Footing*

D = **4.75** Ft [Depth Of The Footing]
r = **1.25** Ft [Radius Of The Footing
A = $r^2 \pi$ = **4.91** $Ft.^2$ [Area Of The Bottom Of The Footing]

4.2.1. Vertical Down

$P_{VERT. DOWN}$ = **6.94** kips *See page 28*

p_s = **1500** $\frac{Lb}{Ft^2}$ > $\frac{P_{VERT. DOWN}}{A}$ = **1413** $\frac{Lb}{Ft^2}$ OK

4.2.2. Vertical Up

$P_{VERT. UP}$ = **1.27** kips *See page 39*

$P_{WEIGTH FOOTING}$ = A D γ_c = **3.50** kips

Safety = 3 *Stress Increase Due To Wind Or Seismic*

$P_{FRICT.} = (\frac{1}{3})(2\ r\ \pi)\ \frac{1.33\ p_s}{6}\ D$ = **4.15** kips

Refer To Section 1810.3.3.1.4
1810.3.3.1.5

$P_{TOTAL RESISTING}$ = **7.64** kips

Safety = $\frac{P_{TOTAL RESISTING}}{P_{VERT. UP}}$ = **6.00** OK

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4.2.3. Horizontal

$P_{HORIZ.}$ = **1.13** kips *See page 39*

Stress Increase Due To Wind Or Seismic

$P_{LATERAL\ BEARING} = (2\ r\ D)\ \frac{1.33\ p_L\ D}{2}$ = **3.76** kips

→ *Refer To Table No.1806.2*

Stress Increase Due To Wind Or Seismic

$P_{SLIDING\ RESIST.} = (1.33\ p_F)\ A$ = **0.85** kips

→ *Refer To Table No.1806.2*

$P_{TOTAL\ RESISTING}$ = **4.61** kips

$$\text{Safety} = \frac{P_{TOTAL\ RESISTING}}{P_{VERT.\ UP}} = 4.09 \quad \text{OK}$$

Designed By: Janos Boros P.E.	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Job # 30614-22 Date 12-18-2022
Reference: BSWMC,LLC <CONLEYS> Description: 41 ft - 6 in & Multiple 36 ft Gable Series 7500		

APPENDIX

Allowable Loads (lb) For Screws Per ICC-ES ESR-2196

STEEL THICKNESS in. (GAUGE)	1/4 - 14 SCREW		#12 SCREW		#10 SCREW		#8 SCREW	
	SHEAR	PULL OUT	SHEAR	PULL OUT	SHEAR	PULL OUT	SHEAR	PULL OUT
.135 (11)	1370	430	1180	373	1040	327	897	282
.105 (12)	1060	333	920	289	807	254	697	220
.090 (13)	850	287	787	248	693	218	597	188
.075 (14)	647	239	600	207	563	182	497	157
.060 (16)	463	191	430	165	403	145	373	125

Refer to TABLE 2 and TABLE 4A *of* ICC-ES ESR-2196

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

APPENDIX

Allowable Shear (kips) For Bolts Per Table V-4.5 of the Cold-Formed Specifications By AISI

STEEL THICKNESS in. (GAUGE)	1/4" Dia.		3/8" Dia.		1/2" Dia.		5/8" Dia.		3/4" Dia.	
	A307	A325	A307	A325	A307	A325	A307	A325	A307	A325
	0.49	**1.03**	**1.10**	**2.32**	**1.96**	**4.12**	**3.07**	**6.44**	**4.42**	**9.28**
.1046 (12)	1.97	1.97	2.95	2.95	3.94	**3.94**	4.92	**4.92**	5.91	**5.91**
.0747 (14)	1.41	1.41	2.11	**2.11**	2.81	**2.81**	3.52	**3.52**	**4.22**	**4.22**
.0598 (16)	1.12	1.12	1.69	**1.69**	2.25	**2.25**	**2.81**	**2.81**	**3.38**	**3.38**
.0478 (18)	0.90	**0.90**	1.35	**1.35**	**1.80**	**1.80**	**2.25**	**2.25**	**2.70**	**2.70**
.0359 (20)	0.68	**0.68**	**1.01**	**1.01**	**1.35**	**1.35**	**1.69**	**1.69**	**2.02**	**2.02**

Steel Members shall conform to Section 2230,A3, of the code.

20 ga, 18 ga - ASTM A 653 Grade 33 S.Q. with a minimum of 33,000 psi yield strength.

16 ga, 14 ga, 12 ga - ASTM A 653 Grade 50 S.Q. with a minimum of 50,000 psi yield strength.

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Appendix

Section Properities For 3 IN HAT X 18 GA

(2016 AISI, 50.0 KSI STEEL; IX FOR DEFL., SX FOR STRESS)

DEPTH	= 3.0000 IN	THICKNESS	= 0.0480 IN
BOTTOM FLANGE	= 0.8800 IN	TOP FLANGE	= 1.7500 IN
WEB ANGLE	= 90.0000 IN	INSIDE RADIUS	= 0.1000 IN
BOTTOM LIP	= 0.5000 IN	BOTTOM LIP ANGLE	= 90.0000 DEG

X-X AXIS EFFECTIVE PROPERTIES - LOAD DETERMINATION
TOP IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
TOP WEB CORNER	0.1947	2.9310	0.5708	1.6729	0.0003
TOP FLANGE	1.4376	2.9760	4.2783	12.7322	0.0000
TOP WEB CORNER	0.1947	2.9310	0.5708	1.6729	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
SUM	9.8861		13.8147	28.3244	3.3041

YBAR = 1.4001 IN

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

X-X AXIS EFFECTIVE PROPERTIES - DEFLECTION DETERMINATION
TOP IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
TOP WEB CORNER	0.1947	2.9310	0.5708	1.6729	0.0003
TOP FLANGE	1.4540	2.9760	4.3271	12.8775	0.0000
TOP WEB CORNER	0.1947	2.9310	0.5708	1.6729	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
SUM	9.9025		13.8905	28.4696	3.3041

YBAR = 1.4027 IN

X-X AXIS EFFECTIVE PROPERTIES - LOAD DETERMINATION
BOTTOM IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
TOP WEB CORNER	0.1947	2.9310	0.5708	1.6729	0.0003
TOP FLANGE	1.4540	2.9760	4.3271	12.8775	0.0000
TOP WEB CORNER	0.1947	2.9310	0.5729	1.6729	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
SUM	9.9025		13.8905	28.4696	3.3041

YBAR = 1.4027

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

X-X AXIS EFFECTIVE PROPERTIES - DEFLECTION DETERMINATION
BOTTOM IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
TOP WEB CORNER	0.1947	2.9310	0.5708	1.6729	0.0003
TOP FLANGE	1.4540	2.9760	4.3271	12.8775	0.0000
TOP WEB CORNER	0.1947	2.9310	0.5708	1.6729	0.0003
FULL WEB OR WEB B1	2.7040	1.5000	4.0560	6.0840	1.6476
BOTTOM WEB CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM FLANGE	0.5840	0.0240	0.0140	0.0003	0.0000
BOTTOM LIP CORNER	0.1947	0.0690	0.0134	0.0009	0.0003
BOTTOM LIP	0.3520	0.3240	0.1140	0.0369	0.0036
SUM	9.9025		13.8905	28.4696	3.3041

YBAR = 1.4027 IN

Y-Y AXIS PROPERTIES (GROSS SECTION)

	L	X	LX	LX2	IO
BOTTOM LIP	0.3520	-1.6831	-0.5924	0.9971	0.0000
BOTTOM LIP CORNER	0.1947	-1.6379	-0.3190	0.5225	0.0003
BOTTOM FLANGE	0.5840	-1.2670	-0.7399	0.9375	0.0166
BOTTOM WEB CORNER	0.1947	-0.8961	-0.1745	0.1564	0.0003
FULL WEB OR WEB B1	2.7040	-0.8510	-2.3011	1.9582	0.0000
TOP WEB CORNER	0.1947	-0.8059	-0.1569	0.1265	0.0003
TOP FLANGE	1.4540	0.0000	0.0000	0.0000	0.2562
TOP WEB CORNER	0.1947	0.8059	0.1569	0.1265	0.0003
FULL WEB OR WEB B1	2.7040	0.8510	2.3011	1.9582	0.0000
BOTTOM WEB CORNER	0.1947	0.8961	0.1745	0.1564	0.0003
BOTTOM FLANGE	0.5840	1.2670	0.7399	0.9375	0.0166
BOTTOM LIP CORNER	0.1947	1.6379	0.3190	0.5225	0.0003
BOTTOM LIP	0.3520	1.6831	0.5924	0.9971	0.0000
SUM	9.9025		-0.0000	9.3963	0.2911

XBAR = -0.0000 IN

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

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*            Section Properities For 3 IN HAT X 18 GA                         *
*        (2016 AISI, 50.0 KSI STEEL; IX FOR DEFL., SX FOR STREES)             *
*                                                                             *
*                                                                             *
*  DEPTH          =  3.0000 IN          THICKNESS        =  0.0480 IN        *
*  BOTTOM FLANGE  =  0.8800 IN          TOP FLANGE       =  1.7500 IN        *
*  WEB ANGLE      = 90.000 DEG          INSIDE RADIUS    =  0.1000 IN        *
*  BOTTOM LIP     =  0.5000 IN          BOTTOM LIP ANGLE = 90.000 DEG        *
*                                                                             *
*  IXTC = 0.5899 IN4      SXTC = 0.3675 IN3      MATC =  12.10 KIP-IN         *
*  IXBC = 0.5899 IN4      SXBC = 0.4205 IN3      MABC =  13.85 KIP-IN         *
*                                                                             *
*  IY   = 0.4650 IN4      SY   = 0.2724          RY   =  0.9891 IN            *
*                                                                             *
*  AREA = 0.4753 IN2      WT   = 1.6161 PLF      AEFF =  0.4745 IN2           *
*  VA   = 2.5771 KIP      RX   = 1.1140 IN       J    =  0.0004 IN4           *
*                                                                             *
*                                          BEARING LENGTH (IN)                *
*                                    1        2        3        4             *
* ALLOW. END BEARING (KIPS)       0.6580   0.7715   0.8850   0.9984          *
* ALLOW. INT. BEARING (KIPS)      1.8850   2.1249   2.3648   2.6047          *
*                                                                             *
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Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Appendix

Section Properities For 3 IN HAT X 16 GA

(2016 AISI, 50.0 KSI STEEL; IX FOR DEFL., SX FOR STRESS)

DEPTH	= 3.0000 IN	THICKNESS	= 0.0600 IN
BOTTOM FLANGE	= 0.8800 IN	TOP FLANGE	= 1.7500 IN
WEB ANGLE	= 90.0000 IN	INSIDE RADIUS	= 0.1000 IN
BOTTOM LIP	= 0.5000 IN	BOTTOM LIP ANGLE	= 90.0000 DEG

X-X AXIS EFFECTIVE PROPERTIES - LOAD DETERMINATION
TOP IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
TOP FLANGE	1.4300	2.9700	4.2471	12.6139	0.0000
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
SUM	9.8150		13.8016	28.2420	3.2166

YBAR = 1.4062 IN

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

X-X AXIS EFFECTIVE PROPERTIES - DEFLECTION DETERMINATION
TOP IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
TOP FLANGE	1.4300	2.9700	4.2471	12.6139	0.0000
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
SUM	9.8150		13.8016	28.2420	3.2166

YBAR = 1.4062 IN

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Appendix

X-X AXIS EFFECTIVE PROPERTIES - LOAD DETERMINATION
BOTTOM IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
TOP FLANGE	1.4300	2.9700	4.2471	12.6139	0.0000
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
SUM	9.8150		13.8016	28.2420	3.2166

YBAR = 1.4062

X-X AXIS EFFECTIVE PROPERTIES - DEFLECTION DETERMINATION
BOTTOM IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
TOP FLANGE	1.4300	2.9700	4.2471	12.6139	0.0000
TOP WEB CORNER	0.2042	2.9228	0.5967	1.7441	0.0003
FULL WEB OR WEB B1	2.6800	1.5000	4.0200	6.0300	1.6041
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5600	0.0300	0.0168	0.0005	0.0000
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
SUM	9.8150		13.8016	28.2420	3.2166

YBAR = 1.4062 IN

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

APPENDIX

Y-Y AXIS PROPERTIES (GROSS SECTION)

	L	X	LX	LX2	IO
BOTTOM LIP	0.3400	-1.6651	-0.5661	0.9426	0.0000
BOTTOM LIP CORNER	0.2042	-1.6178	-0.3303	0.5343	0.0003
BOTTOM FLANGE	0.5600	-1.2550	-0.7028	0.8820	0.0146
BOTTOM WEB CORNER	0.2042	-0.8922	-0.1822	0.1625	0.0003
FULL WEB OR WEB B1	2.6800	-0.8450	-2.2646	1.9136	0.0000
TOP WEB CORNER	0.2042	-0.7978	-0.1629	0.1299	0.0003
TOP FLANGE	1.4300	0.0000	0.0000	0.0000	0.2437
TOP WEB CORNER	0.2042	0.7978	0.1629	0.1299	0.0003
FULL WEB OR WEB B1	2.6800	0.8450	2.2646	1.9136	0.0000
BOTTOM WEB CORNER	0.2042	0.8922	0.1822	0.1625	0.0003
BOTTOM FLANGE	0.5600	1.2550	0.7028	0.8820	0.0146
BOTTOM LIP CORNER	0.2042	1.6178	0.3303	0.5343	0.0003
BOTTOM LIP	0.3400	1.6651	0.5661	0.9426	0.0000
SUM	9.8150		-0.0000	9.1300	0.2749

XBAR = -0.0000 IN

Section Properities For 3 IN HAT X 16 GA
(2016 AISI, 50.0 KSI STEEL; IX FOR DEFL., SX FOR STREES)

DEPTH = 3.0000 IN		THICKNESS = 0.0600 IN	
BOTTOM FLANGE = 0.8800 IN		TOP FLANGE = 1.7500 IN	
WEB ANGLE = 90.000 DEG		INSIDE RADIUS = 0.1000 IN	
BOTTOM LIP = 0.5000 IN		BOTTOM LIP ANGLE = 90.000 DEG	
IXTC = 0.7231 IN4	SXTC = 0.4537 IN3	MATC = 13.58 KIP-IN	
IXBC = 0.7231 IN4	SXBC = 0.5142 IN3	MABC = 15.40 KIP-IN	
IY = 0.5643 IN4	SY = 0.3329	RY = 0.9789 IN	
AREA = 0.5889 IN2	WT = 2.0023 PLF	AEFF = 0.5889 IN2	
VA = 3.2160 KIP	RX = 1.1081 IN	J = 0.0007 IN4	

	BEARING LENGTH (IN)			
	1	2	3	4
ALLOW. END BEARING (KIPS)	0.0487	1.1985	1.3483	1.4981
ALLOW. INT. BEARING (KIPS)	2.8322	3.1281	3.4240	3.7199

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Appendix

Section Properities For Top Chord

(2016 AISI, 55.0 KSI STEEL; IX FOR DEFL., SX FOR STRESS)

DEPTH	= 4.0000 IN	THICKNESS	= 0.0600 IN
BOTTOM FLANGE	= 0.8750 IN	TOP FLANGE	= 2.1880 IN
WEB ANGLE	= 90.0000 IN	INSIDE RADIUS	= 0.1000 IN
BOTTOM LIP	= 0.5000 IN	BOTTOM LIP ANGLE	= 90.0000 DEG

X-X AXIS EFFECTIVE PROPERTIES - LOAD DETERMINATION
TOP IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5550	0.0300	0.0167	0.0005	0.0000
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
FULL WEB OR WEB B1	3.6800	2.0000	7.3600	14.7200	4.1530
TOP WEB CORNER	0.2042	3.9228	0.8009	3.1417	0.0003
TOP FLANGE	1.8196	3.9700	7.2239	28.6788	0.0000
TOP WEB CORNER	0.2042	3.9228	0.8009	3.1417	0.0003
FULL WEB OR WEB B1	3.6800	2.0000	7.3600	14.7200	4.1530
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5550	0.0300	0.0167	0.0005	0.0000
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
SUM	12.1946		23.8664	64.4822	8.3145

YBAR = 1.9571 IN

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Appendix

X-X AXIS EFFECTIVE PROPERTIES - DEFLECTION DETERMINATION
TOP IN COMPRESSION

	L	Y	LY	LY2	IO
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5550	0.0300	0.0167	0.0005	0.0000
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
FULL WEB OR WEB B1	3.6800	2.0000	7.3600	14.7200	4.1530
TOP WEB CORNER	0.2042	3.9228	0.8009	3.1417	0.0003
TOP FLANGE	1.8675	3.9700	7.4149	29.4335	0.0000
TOP WEB CORNER	0.2042	3.9228	0.8009	3.1417	0.0003
FULL WEB OR WEB B1	3.6800	2.0000	7.3600	14.7200	4.1530
BOTTOM WEB CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM FLANGE	0.5550	0.0300	0.0167	0.0005	0.0000
BOTTOM LIP CORNER	0.2042	0.0772	0.0158	0.0012	0.0003
BOTTOM LIP	0.3400	0.3300	0.1122	0.0370	0.0033
SUM	12.2425		24.0565	65.2368	8.3145

YBAR = 1.9650 IN

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>**		
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Appendix

Y-Y AXIS PROPERTIES (GROSS SECTION)

	L	X	LX	LX2	IO
BOTTOM LIP	0.3400	-1.8788	-0.6388	1.2002	0.0000
BOTTOM LIP CORNER	0.2042	-1.8315	-0.3739	0.6849	0.0003
BOTTOM FLANGE	0.5550	-1.4713	-0.8165	1.2013	0.0142
BOTTOM WEB CORNER	0.2042	-1.1110	-0.2268	0.2520	0.0003
FULL WEB OR WEB B1	3.6800	-1.0638	-3.9146	4.1642	0.0000
TOP WEB CORNER	0.2042	-1.0165	-0.2075	0.2110	0.0003
TOP FLANGE	1.8675	0.0000	0.0000	0.0000	0.5428
TOP WEB CORNER	0.2042	1.0165	0.2075	0.2110	0.0003
FULL WEB OR WEB B1	3.6800	1.0638	3.9146	4.1642	0.0000
BOTTOM WEB CORNER	0.2042	1.1110	0.2268	0.2520	0.0003
BOTTOM FLANGE	0.5550	1.4713	0.8165	1.2013	0.0142
BOTTOM LIP CORNER	0.2042	1.8315	0.3739	0.6849	0.0003
BOTTOM LIP	0.3400	1.8788	0.6388	1.2002	0.0000
SUM	12.2425		-0.0000	15.4269	0.5732

XBAR = -0.0000 IN

```
*****************************************************************************
*                Section Properities For Top Chord       .                  *
*         (2016 AISI, 55.0 KSI STEEL; IX FOR DEFL., SX FOR STREES)          *
*                                                                           *
*                                                                           *
*  DEPTH          =  4.0000              THICKNESS        =  0.0600 IN     *
*  BOTTOM FLANGE  =  0.8750 IN           TOP FLANGE       =  2.1880 IN     *
*  WEB ANGLE      = 90.000 DEG           INSIDE RADIUS    =  0.1000 IN     *
*  BOTTOM LIP     =  0.5000 IN           BOTTOM LIP ANGLE = 90.000 DEG     *
*                                                                           *
*  IXTC = 1.5768 IN4       SXTC = 0.7662 IN3       MATC =  25.23 KIP-IN    *
*  IXBC = 1.5768 IN4       SXBC = 0.8025 IN3       MABC =  26.43 KIP-IN    *
*                                                                           *
*  IY   = 0.9600 IN4       SY   = 0.5029           RY   =  1.1432 IN       *
*                                                                           *
*  AREA = 0.7345           WT   = 2.4975 PLF       AEFF =  0.7317 IN2      *
*  VA   = 4.0267 KIP       RX   = 1.4651 IN        J    =  0.0009 IN4      *
*                                                                           *
*                                              BEARING LENGTH (IN)          *
*                                      1         2         3         4      *
* ALLOW. END BEARING (KIPS)         1.0505    1.2108    1.3622    1.5135    *
* ALLOW. INT. BEARING (KIPS)        2.9251    3.2307    3.5363    3.8419    *
*                                                                           *
*****************************************************************************
```

Designed By:	Z.J.S.ENGINEERING SERVICES INC.	Job # 30614-22
Janos Boros P.E.	14189 Foothill Blvd, Ste. 101 Fontana, CA 92335	Date 12-18-2022
Reference: **BSWMC,LLC <CONLEYS>** Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**		

Appendix

PITTSBURGH TESTING LABORATORY

ESTABLISHED 1901

1450 LANE AVENUE NORTH, JACKSONVILLE, FLORIDA 32206

AS A MUTUAL PROTECTION TO CLIENTS, THE PUBLIC AND OURSELVES, ALL REPORTS ARE SUBMITTED AS THE CONFIDENTIAL PROPERTY OF CLIENTS, AND AUTHORIZATION FOR PUBLICATION OF STATEMENTS, CONCLUSIONS OR EXTRACTS FROM OR REGARDING OUR REPORTS IS RESERVED PENDING OUR WRITTEN APPROVAL.

AREA CODE (904) 783-4300

FLO-LOC™ Cat. No.	EHS STRAND -Per ASTM-A475- Size	EYEBOLT Size	MIN. ASSEMBLY Breaking Strength (Pounds) *	DESIGN STRENGTH WITH A FACTOR OF SAFETY OF 2
FWC 250 BA	1/4"	1/2"	6,650	3,325
FWC 312 BA	5/16"	5/8"	11,200	5,600
FWC 375 BA	3/8"	5/8"	15,400	7,700
FWC 437 BA	7/16"	3/4"	20,800	10,400
FWC 500 BA	1/2"	7/8"	26,900	13,450

Tests were conducted using the Flo-Loc Strand Grips, FWC EHS strand and FWC eyebolts as set forth in the above table with all tested assemblies providing at least 100% of the strand rated breaking load per ASTM-A475.

CHARLES LYNWOOD MOORE CERTIFICATE No. 26773 STATE OF FLORIDA REGISTERED ENGINEER

Certified PITTSBURGH TESTING LABORATOR

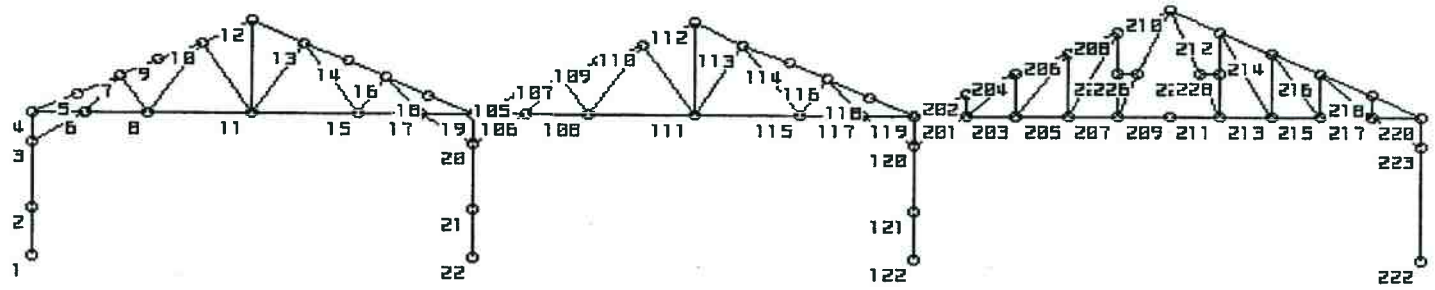
Charles L. Moore, P. E.

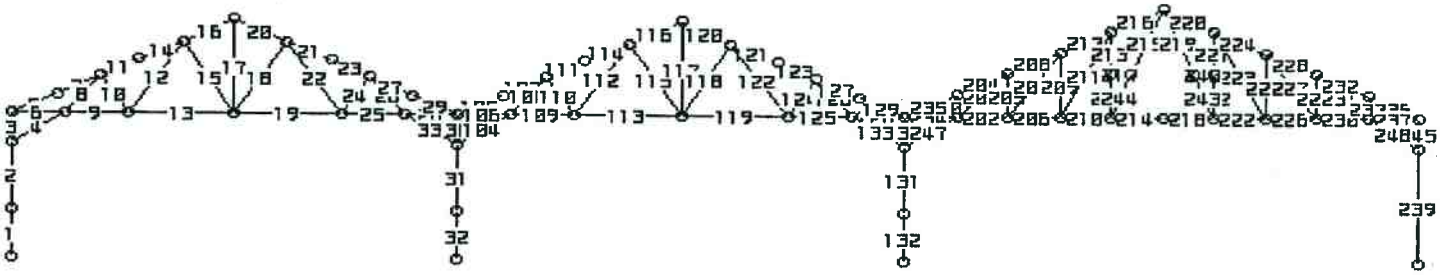
*FWC guarantees that all cross brace assemblies fabricated in accordance with the above table will meet or exceed the specified minimum assembly breaking strength.

Designed By:	Z.J.S.ENGINEERING SERVICES INC. 14189 Foothill Blvd, Ste. 101	Job # 30614-22
Janos Boros P.E.	Fontana, CA 92335	Date 12-18-2022

Reference: **BSWMC,LLC <CONLEYS>**
Description: **41 ft - 6 in & Multiple 36 ft Gable Series 7500**

Figures





BioTherm HVAC / DeHumidification

Greenhouse 'A'

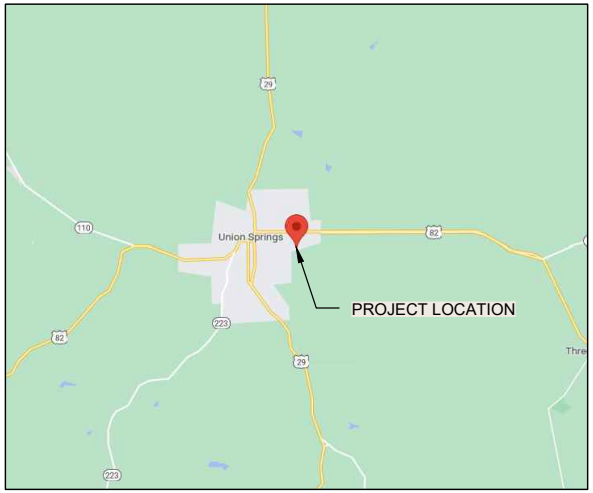
2022 TOTAL HEAT, COOLING, & DEHU

BSWMC, LLC

699 HICKS INDUSTRIAL BLVD

UNION SPRINGS, AL 36089

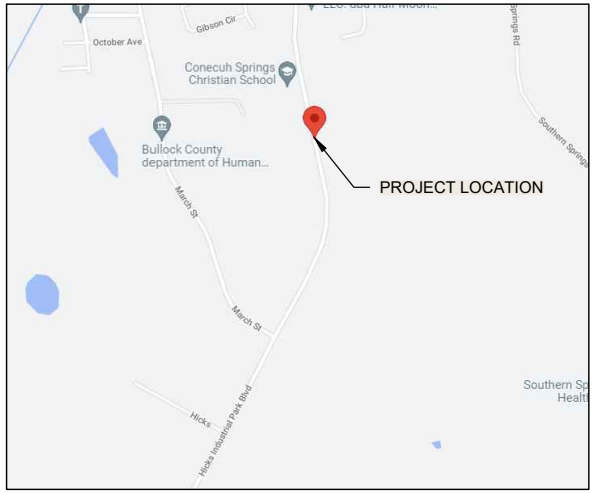
DECEMBER 2022



1 VICINITY MAP
Scale: N.T.S.

DRAWING INDEX

SHEET	DESCRIPTION	REV	DATE
G1	TITLE SHEET	–	12/14/2022
G2	REFERENCE SHEET	P	12/14/2022
H1	HOT WATER PIPING PLAN	P	12/14/2022
H2	COLD WATER PIPING PLAN	P	12/14/2022
H3	BENCH HEAT & HEADHOUSE PIPING PLANS	P	12/14/2022
H4	AHU HOT & COLD WATER PIPING PLANS	P	12/14/2022
H5	BENCH HEAT DETAILS	P	12/14/2022
H6	HUH PIPING & HUH ZONE CONTROL DETAILS	P	12/14/2022
H7	AHU PIPING DETAILS	P	12/14/2022
H8	PIPING SECTIONS & DETAILS	P	12/14/2022
H9	ZONE CONTROL & PIPING DETAILS	P	12/14/2022
H10	BOILER PIPING PLAN	P	12/14/2022
H11	BOILER AREA PERSPECTIVE VISUALIZATION	P	12/14/2022
H12	BOILER PIPING & EXPANSION TANK DETAILS	P	12/14/2022
H13	TRANSPORT & PIPING DETAILS	P	12/14/2022
H14	CHILLER EQUIPMENT PARTIAL PLAN & SECTION	P	12/14/2022
H15	CHILLER PIPING DETAILS	P	12/14/2022
H16	GAS & PIPING DETAILS	P	12/14/2022
H17	BOILER VENTING & FILL WATER DETAILS	P	12/14/2022



2 LOCATION MAP
Scale: N.T.S.

PRELIMINARY
NOT FOR CONSTRUCTION

BioTherm
476 PRIMERO COURT t 800-GET-HEAT (438-4328)
COTATI, CA 94931 t 707-794-9660 f 707-794-9663
WWW.BIOTHERMSOLUTIONS.COM
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REV	DATE	DESCRIPTION

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BSWMC, LLC
2022 TOTAL HEAT, COOLING, & DEHU
TITLE SHEET

DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:
Sheet Size: ANSI D

Project Number: 28003 R3
Sheet Number: G1

T:\Projects\Union Springs\2022 Total Heat, Cooling, & DEHU\CAD\G1 Title Sheet.dwg, 12/19/2022 3:18 PM, Plotted by: NickDemello

GENERAL NOTES:

1. QUALIFIED INSTALLER WITH A MINIMUM OF 5 YEARS EXPERIENCE INSTALLING SIMILAR SYSTEMS TO PERFORM WORK.
2. DO NOT PROCEED WITH INSTALLATION OF EQUIPMENT UNTIL COMPLETE PROJECT MANUAL(S) ARE AVAILABLE ON-SITE.
3. INSTALL EQUIPMENT PER MANUFACTURER'S PRINTED INSTRUCTIONS IN ACCORDANCE WITH LOCAL CODES. IF CONFLICTS ARE DISCOVERED BETWEEN THESE REQUIREMENTS AND/OR THESE INSTALLATION DRAWINGS, PLEASE CONTACT BIOTHERM IMMEDIATELY FOR ASSISTANCE.
4. SUPPORT PIPING, PUMPS, AND COMPONENTS.
5. CUSTOMER IS RESPONSIBLE TO PROVIDE ENGINEERED CONNECTIONS BETWEEN BIOTHERM HYDRONIC SYSTEMS AND THE EXISTING SITE. BIOTHERM ACCEPTS NO LIABILITY FOR ATTACHMENTS OR MODIFICATIONS TO THE EXISTING SITE. INSTALL AND MAINTAIN HYDRONIC SYSTEM TO PREVENT PROPERTY/EQUIPMENT DAMAGE. INSTALL BLEED VALVES/AIR VENTS AT PIPING HIGH POINTS.
6. THIS DRAWING IS SCHEMATIC. PARTS AND DETAILS SHOWN ARE FOR CLARITY ONLY. PARTS SHOWN MAY NOT LOOK LIKE THE MATERIALS PROVIDED.
7. SYSTEM WATER MUST BE KEPT AT 7.5-8.5 PH AND PROPER WATER TREATMENT MUST BE ADDED TO PREVENT CORROSION. IF YOU DID NOT PURCHASE WATER TREATMENT, CONTACT BIOTHERM FOR WATER TREATMENT PACKAGES AND INFORMATION.
8. THESE DRAWINGS ARE PART OF THE BIOTHERM INSTALLATION DOCUMENTATION PACKAGE (IDP) WHICH ALSO MAY CONTAIN EQUIPMENT DATA, INSTALLATION MANUALS, COMMISSIONING INSTRUCTIONS, MAINTENANCE DOCUMENTS, AND WARRANTIES. PLEASE REFER TO THE COMPLETE IDP BINDER FOR FURTHER DETAILS.
9. BURIED AND/OR OUTDOOR PIPING MUST BE INSULATED.
10. PIPING SHOWN IS SCHEDULE 10 STEEL & PVC SCH80 FOR BENCH HEAT UNLESS OTHERWISE NOTED. END CONNECTIONS MAY VARY DEPENDING ON LOCAL AVAILABILITY AND COULD BE SHIPPED EITHER GROOVED OR PLAIN END. WHERE GROOVE END CONNECTIONS ARE RECEIVED, PIPING SHOULD BE CUT TO PLAIN END STYLE AND WELDED.
11. PIPING SHOWN OUTSIDE OF GREENHOUSE IS SCHEMATIC AND WILL BE INSTALLED INSIDE UNLESS NOTED OTHERWISE.
12. REFER TO BIOTHERM PACKING SLIP FOR PARTS PURCHASED. ITEMS SHOWN ON DRAWINGS AND NOT INCLUDED ON PACKING SLIP ARE PROVIDED BY OTHERS.
13. SEAL PIPE PENETRATIONS THROUGH GREENHOUSE WALLS
14. BOILER SYSTEMS MUST BE WITHIN AN ENCLOSED SPACE THAT IS PHYSICALLY ISOLATED FROM THE GREENHOUSE GROWING ENVIRONMENT.
15. DO NOT ALLOW BOILER INTAKE AIR TO BE DRAWN IN FROM INDOOR ENVIRONMENTS.
16. BIOTHERM RECOMMENDS INSTALLING FLOOR MOUNT BOILERS ON CONCRETE HOUSEKEEPING PADS. HOUSEKEEPING PADS MAY BE REQURIED BY BOILER MANUFACTURER. REFER TO BOILER MANUFACTURER PRINTED INSTRUCTIONS FOR HOUSEKEEPING PAD REQUIREMENTS.
17. INSTALL & SECURE SENSORS WITH THERMAL PASTE IN DRYWELLS PER BOILER MANUFACTURER PRINTED INSTRUCTIONS.
19. THIS SYSTEM WAS DESIGNED AND INTENDED TO BE A WELDED STEEL INSTALLATION USING SCH 10 STEEL PIPE AND STANDARD WALL WELD FITTINGS.
20. APPLY PIPE PAINT (IF PROVIDED) TO EXPOSED STEEL PIPE INSIDE HEATING ZONES AT TIME OF INSTALLATION
21. BOILER SYSTEMS REQUIRE COMMISSIONING FROM A QUALIFIED BOILER TECHNICIAN OR A BIOTHERM TECHNICIAN (FOR AN ADDITIONAL FEE) PRIOR TO START-UP.

HEATING SYSTEM:

1. WATER TEMPERATURE MUST NOT EXCEED: 180°F FOR AHU / 140°F FOR BENCH HEAT
2. DESIGN SETPOINT TEMPERATURE: 180°F
3. STANDING WATER PRESSURE: 12 P.S.I.
4. TYPICAL OPERATING WATER PRESSURE: 15-18 P.S.I.
5. MAXIMUM OPERATING WATER PRESSURE: 20 P.S.I.
6. WATER TREATMENT MUST BE ADDED IMMEDIATELY AFTER YOUR SYSTEM HAS BEEN INSTALLED AND THE AIR BLED OUT. DAMAGE CAN OCCUR TO YOUR SYSTEM IN THE FIRST DAYS OF OPERATION IF THE SYSTEM IS NOT PROTECTED FROM SUSPENDED OXYGEN IN THE WATER. REFER TO YOUR WATER TREATMENT INSTRUCTIONS FOR DETAILS ON TREATING YOUR SYSTEM.
7. WYE STRAINER & BACKFLOW PREVENTER MUST BE INSTALLED UPSTREAM OF THE FILL VALVE (BY CUSTOMER). STRAINER MESH: 16-20 MINIMUM 20-40 RECOMMENDED.
8. VERIFY EXPANSION TANK AIR PRESSURE IS SET TO 12PSIG. AIR PRESSURE MUST BE MEASURED AND SET WITH NO PRESSURE APPLIED TO THE WATER SIDE OF THE EXPANSION TANK BLADDER (WATER CONNECTION).

GREENHOUSE SPECIFICATION

TOTAL AREA:	19,135 SQ FT
TOTAL CONDITIONED GROWING AREA:	11,760 SQ FT
MINIMUM OUTSIDE TEMPERATURE:	25 °F
CONTROLLED ZONES:	9
FUEL TYPE:	NG
AVAILABLE ELECTRICAL SERVICE:	115-120V/1PH - 480VAC/3Φ/60Hz
SITE ELEVATION:	400 FT.

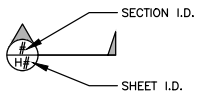
HEATING SPECIFICATIONS

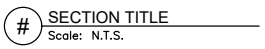
GREENHOUSE FACILITY HEAT LOSS:	1,245,000 BTUH
BIOTHERM HEAT SUPPLIED:	1,266,000 BTUH
% HEAT LOAD MET:	102%
INDOOR SETPOINTS:	70 °F
HEATING SYSTEM FLOW RATE:	118 GPM
HEATING SYSTEM VOLUME:	580 US GALLONS
INITIAL WATER TREATMENT DOSE:	1 GAL

COOLING SPECIFICATIONS

COOLING SYSTEM FLOW RATE:	### GPM
COOLING SYSTEM VOLUME:	### US GALLONS
COOLING AND HUMIDITY SETPOINT:	##°F/###%RH
SUPPLY TEMPERATURE:	##°F
RETURN TEMPERATURE:	##°F
STATIC PRESSURE:	##PSIG
TYPICAL OPERATING PRESSURE:	##PSIG
MAXIMUM OPERATING PRESSURE:	##PSIG
PERCENT PROPYLENE GLYCOL:	##%

SECTION IDENTIFICATION:





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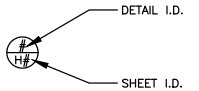
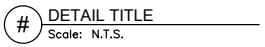
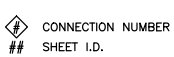




ELECTRICAL CONNECTIONS:



LEGEND:

	BY BIOTHERM	BY OTHERS
HOT WATER SUPPLY/COLD WATER RETURN		
HOT WATER RETURN/COLD WATER SUPPLY		
REVERSE RETURN		
THERMOID HOSE		
BUILDING OUTLINE	N/A	
BUILDING DIVIDER	N/A	
ZONE OUTLINE		
EQUIPMENT		
FITTING		
SYMBOL		

EXCLUSIONS:

1. FUEL WORK
2. FUEL PIPING
3. CONCRETE WORK
4. TRENCH RELATED WORK
5. ELECTRICAL RELATED WORK
6. CONTROL RELATED WORK
7. DEMOLITION RELATED WORK
8. SPECIALTY FLUSHING PROCEDURE AND ADDITIVES
9. SPECIALTY BALANCING OF HEAT SYSTEM (CERTIFIED BALANCER)
10. PERMITS, PERMIT FEES, STAMPED DRAWINGS, LICENSES, CERTIFICATIONS, ETC.
11. SPECIFYING AND SCHEDULING OF INSTALLER
12. PREVAILING WAGE SCALE
13. INSTALLATION & LABOR
14. EQUIPMENT RENTALS, MATERIAL LIFTS, MATERIAL UNLOADING, AND STORAGE
15. WATER METERS AND WATER SOURCE EQUIPMENT
16. FREEZE PROTECTION ADDITIVES AND EQUIPMENT
17. CORE DRILLING AND STRUCTURE PENETRATION MATERIALS
18. MODULE PENETRATIONS, FIRE STOPS, ACCESS OPENING PANELS, PIPE SEALS, AND SEALANTS
19. PIPE LABELING STICKERS AND MARKERS
20. TEMPORARY POWER, HEAT, ETC.

ABBREVIATIONS

±	APPROXIMATE
°	DEGREE
Δ	DELTA (DIFFERENCE IN/BETWEEN)
Φ	PHASE (ELECTRICAL)
°C	DEGREES CELSIUS
°F	DEGREES FARENHEIT
ABV	BALANCING VALVE, AUTO
AD	ADAPTER
AHU	AIR HANDLING UNIT
AL	ALUMINUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
AWG	AMERICAN WIRE GAUGE
BF	BLIND FLANGE
BK	BULKHEAD
BL	BALL VALVE
BLR	BLOWER
BO	BY OTHERS
BOLR	BOILER
BS	BUSHING
BT	BUFFER TANK
BTU	BRITISH THERMAL UNIT
BTUH	BRITISH THERMAL UNITS PER HOUR
BU	BUTTERFLY VALVE
BW	BUTT WELD
C	SOCKET, SWEAT
CFH	CALL FOR HEAT
CHL	CHILLER
CM	COUPLER (MERCHANT)
CO	COUPLER
CP	CAP
CR	COUPLER (REINFORCED)
CS	CROSS
CTRL	CONTROL
CTS	COPPER TUBE SIZE
CU	COPPER
CV	CHECK VALVE
DW	DRYWELL
DWG	DRAWING
DWV	DRAIN, WASTE, & VENT
EL	ELBOW
EN	ENABLE (BOILER, OTHER)
ET	EXPANSION TANK
FITG	PIPE FITTING
FLG	FLANGE
FLR	FOLLOWER (BOILER)
FPT	NATIONAL/IRON PIPE THREAD, FEMALE
FTG	SPIGOT, SWEAT
FX	FLEX CONNECTOR
GRV	GROOVED
HDD	HEATING DEGREE DAYS
HEX	HEAT EXCHANGER
HUH	HYDRONIC UNIT HEATER
I&O	INSTALLATION & OPERATION
IDP	INSTALLATION DOCUMENTATION PACKAGE
INS	BARBED INSERT END
IPS	IRON PIPE SIZE
LD	LEAD (BOILER)
LP	LIQUIFIED PROPANE
MAX	MAXIMUM
MBTUH	THOUSAND BRITISH THERMAL UNITS PER HOUR
MMBTUH	MILLION BRITISH THERMAL UNITS PER HOUR
MBV	BALANCING VALVE, MANUAL
MC	MICROCLIMATE
MF	MATING FLANGE
MIN	MINIMUM
MNF	MANUFACTURER
MPT	NATIONAL/IRON PIPE THREAD, MALE
MSDS	MATERIAL SAFETY DATASHEET
MT	MEGATUBE
MV	MIXING VALVE
NG	NATURAL GAS
NI	NIPPLE
NTS	NOT TO SCALE
OH	OPPOSITE HAND
P	PROPRESS
PC	PUSH CONNECT
PL	PLUG
PNL	PANEL
PRDV	PRESSURE REDUCING VALVE
PRV	PRESSURE RELIEF VALVE
PSI	POUNDS PER SQUARE INCH
PU	AIR PURGER
PVC	POLYVINYL CHLORIDE
RD	REDUCER
RDEC	REDUCER ECCENTRIC
REF	REFERENCE
REV	REVISION
S	SOCKET, SOLVENT WELD
SCH	SCHEDULE (PIPE)
SDR	STANDARD DIMENSION RATIO
SIM	SIMILAR
SOL	SOLENOID
SPEC	SPECIFICATION
SPG	SPIGOT, SOLVENT WELD
SQR	SEQUENCER (BOILER CONTROLLER)
SR	SWITCHING RELAY
SS	STAINLESS STEEL
STG	STAGE
STL	STEEL
SV	SOLENOID VALVE
SW	SOCKET WELD
T/TEMP	TEMPERATURE
TE	TEE
TMV	THERMOSTATIC MIXING VALVE
TP	TRANSPORT PUMP
TS	THERMOSTAT
TYP	TYPICAL
UFPT	UNION NPT FEMALE
UN	UNION
UNO	UNLESS NOTED OTHERWISE
US	UNION SOCKET WELD (SOLVENT)
VAC	VOLTS ALTERNATING CURRENT
VDC	VOLTS DIRECT CURRENT
W/	WITH
WY	WYE STRAINER
ZN	ZONE
ZP	ZONE PUMP
ZV	ZONE VALVE
ZVC	ZONE VALVE CONTROLLER

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2022 TOTAL HEAT, COOLING, & DEHU

REFERENCE SHEET

DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: G2

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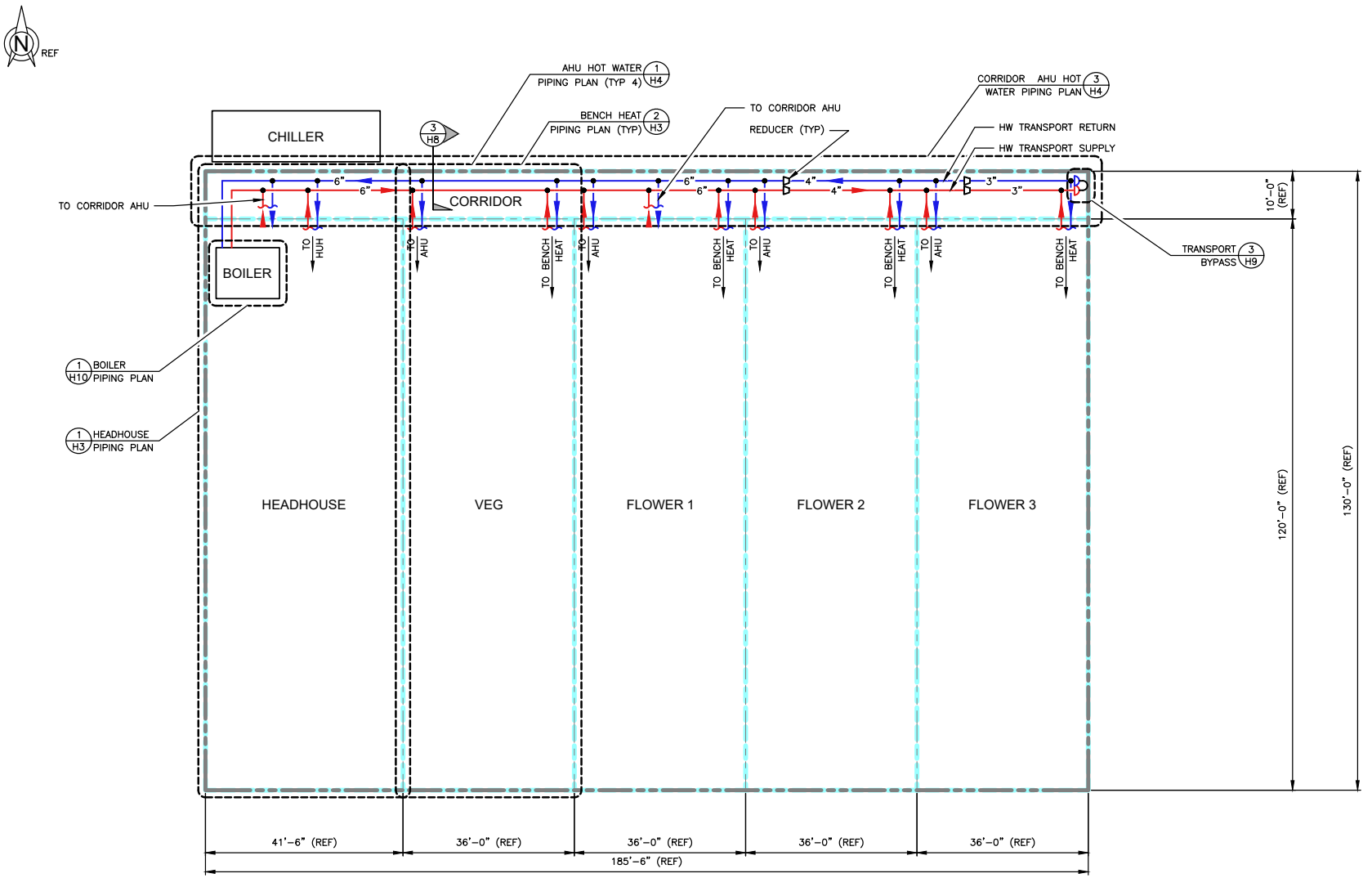

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2022 TOTAL HEAT, COOLING, & DEHU
HOT WATER PIPING PLAN
DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number: P
Sheet Size: ANSI D
Project Number: 28003 R3
Sheet Number: H1

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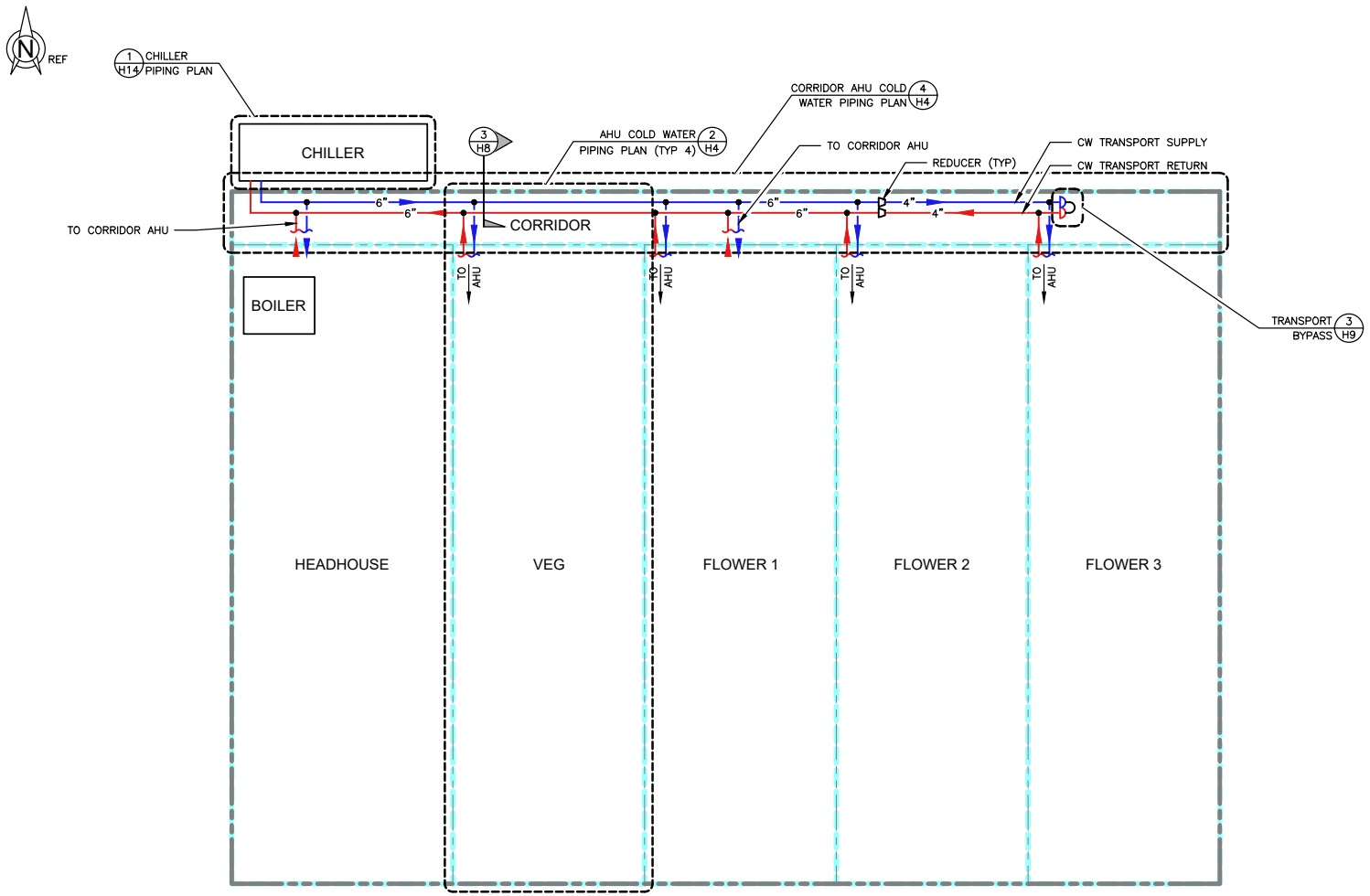

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COLD WATER PIPING PLAN

DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H2

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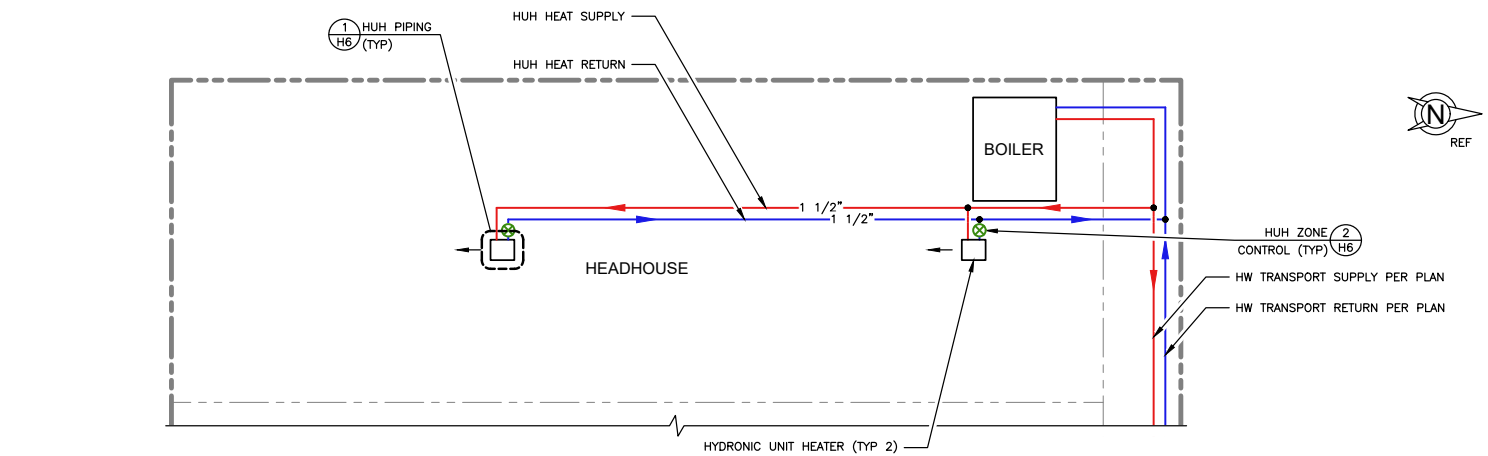
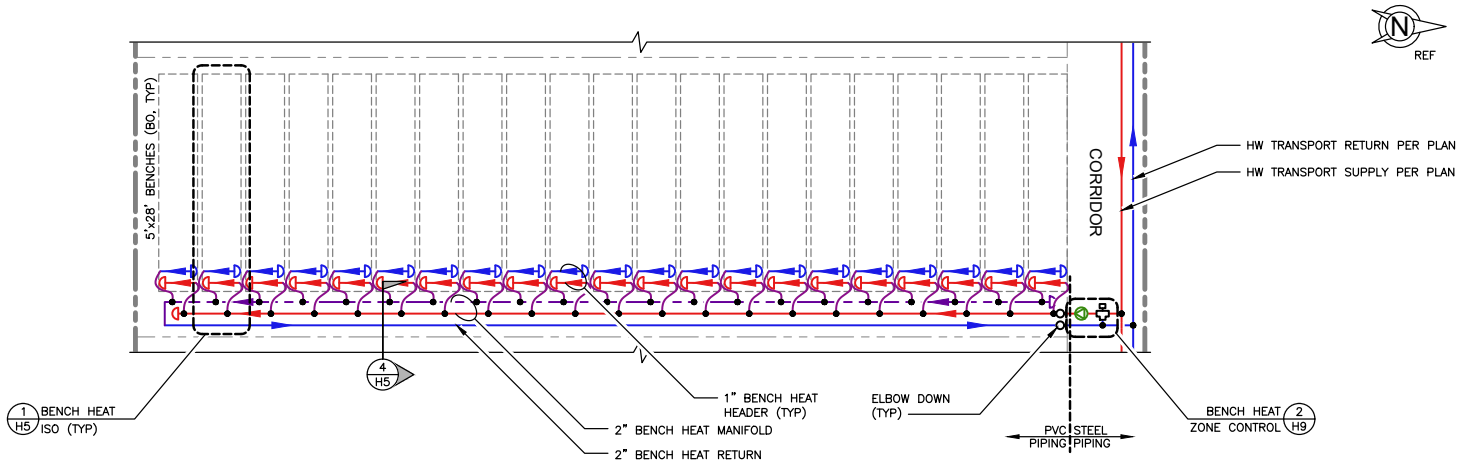


1 HEADHOUSE PIPING PLAN
Scale: N.T.S.



2 BENCH HEAT PARTIAL PLAN
Scale: N.T.S.

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BENCH HEAT & HEADHOUSE PIPING PLAN
DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H3

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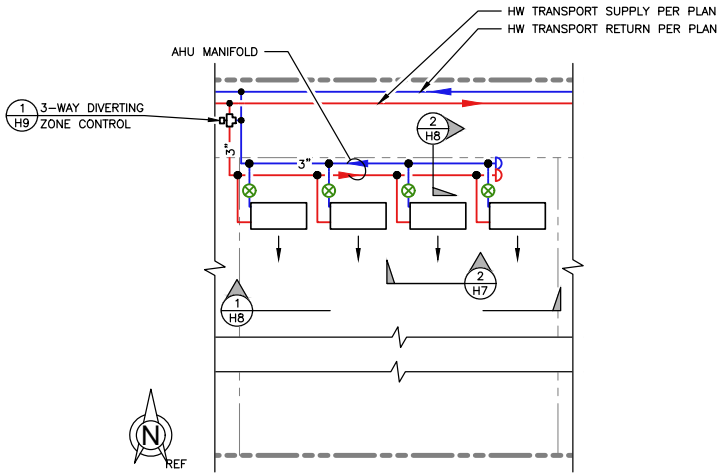

1 AHU HOT WATER PIPING PLAN
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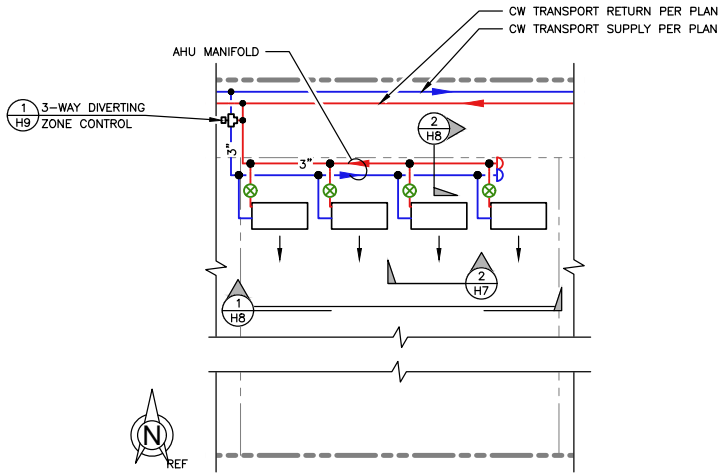

2 AHU COLD WATER PIPING PLAN
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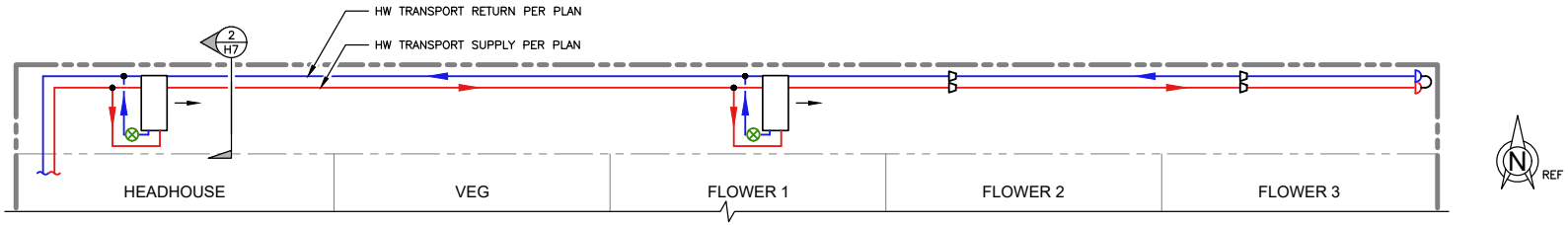

3 CORRIDOR AHU HOT WATER PIPING PLAN
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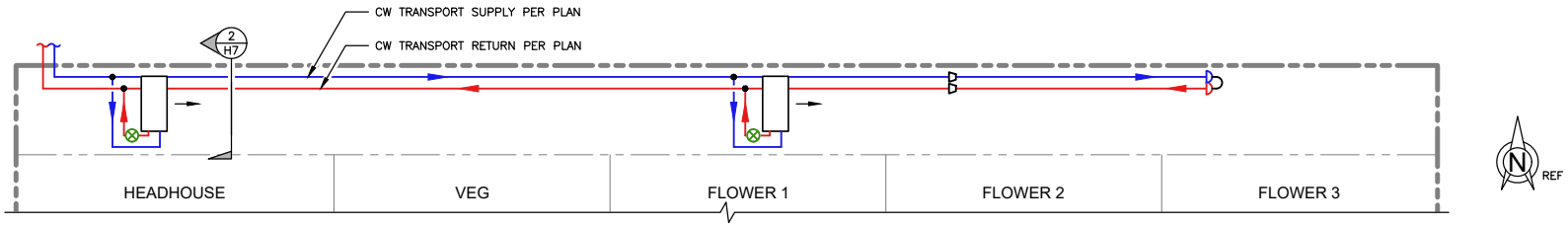

4 CORRIDOR AHU COLD WATER PIPING PLAN
Scale: N.T.S.

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AHU HOT & COLD WATER PIPING PLANS
DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H4

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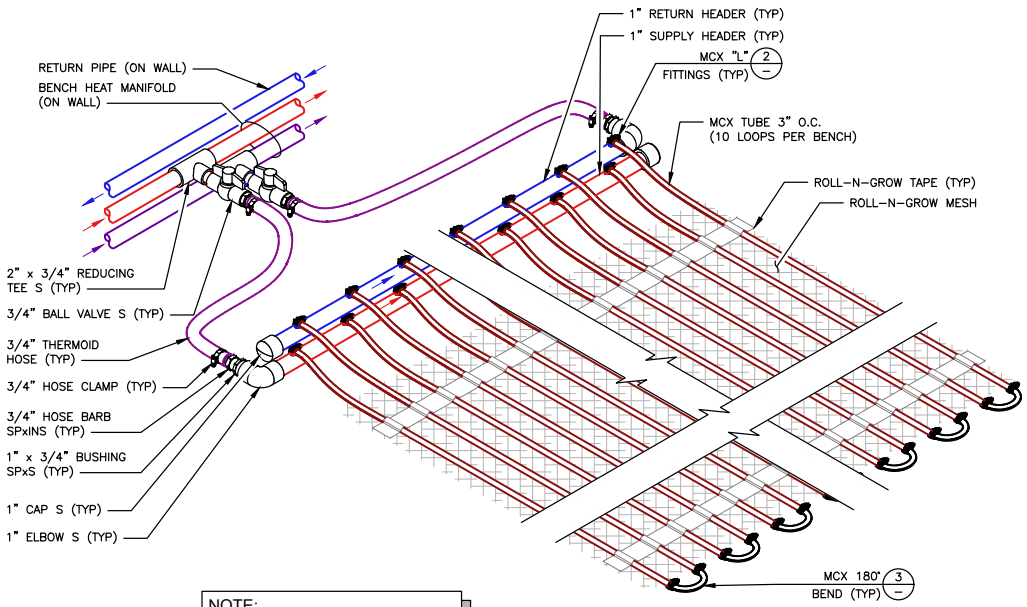
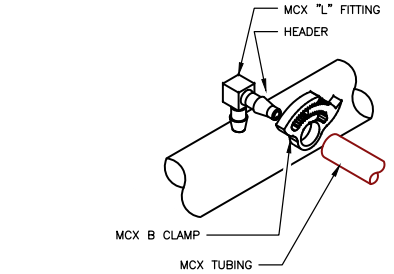


NOTE:
1. BENCH NOT SHOWN FOR CLARITY
2. SOME BENCHES OH PER PLAN

1 ROLL N GROW BENCH HEAT ISO
Scale: N.T.S.



2 MCX "L" FITTING
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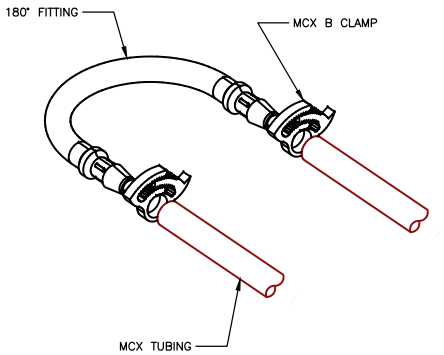

3 MCX 180° BEND
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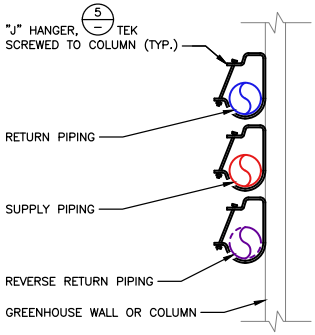

4 PIPE SUPPORT DETAIL
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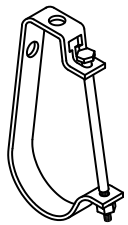

5 J-HANGER DETAIL
Scale: NTS

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BENCH HEAT DETAILS
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Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H5

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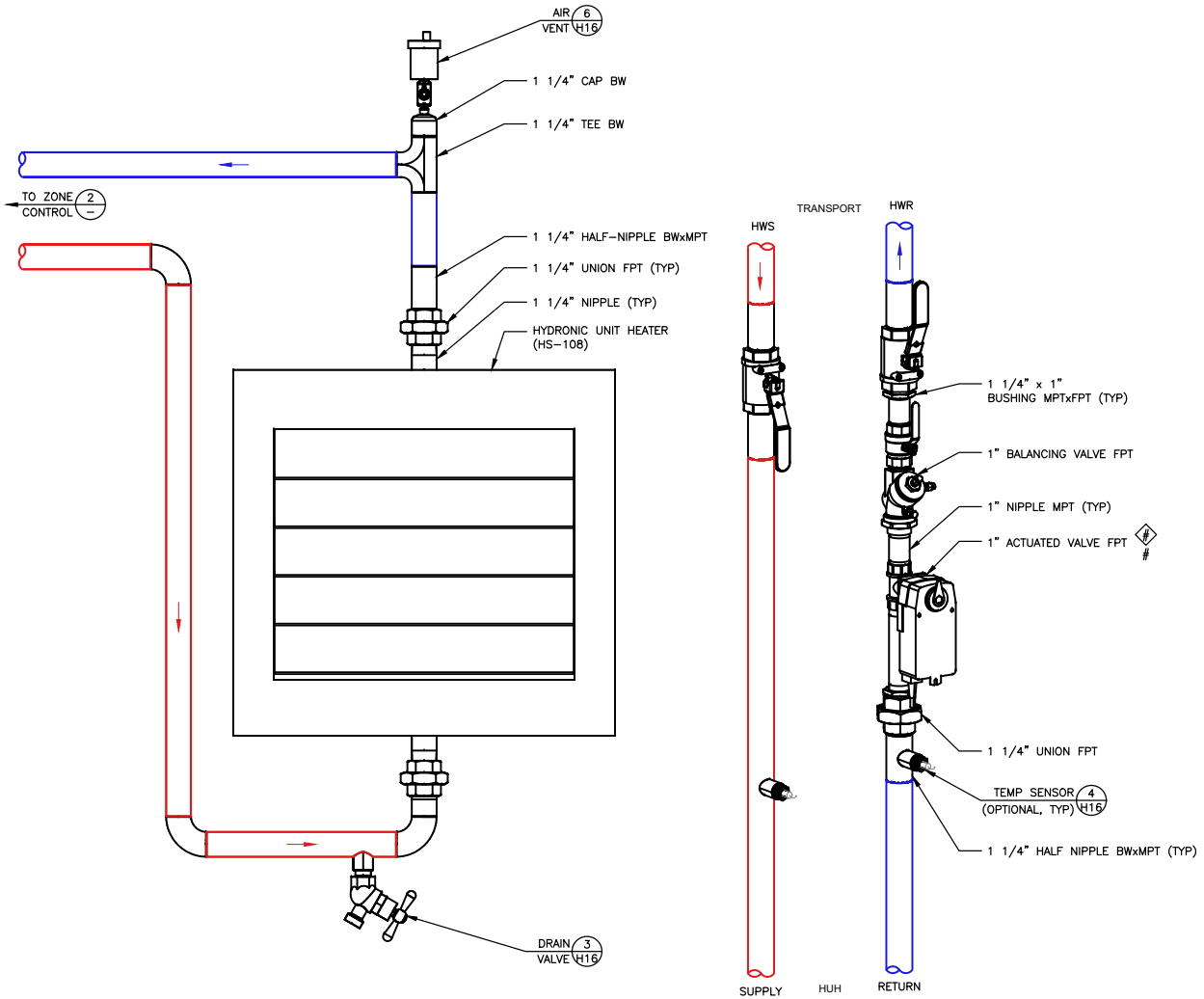

1 HUH PIPING
Scale: N.T.S.

2 HUH ZONE CONTROL
Scale: N.T.S.

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HUH PIPING & HUH ZONE CONTROL DETAILS
SCALE: NTS
DESIGN BY: MGM DRAWN BY: NJD

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H6

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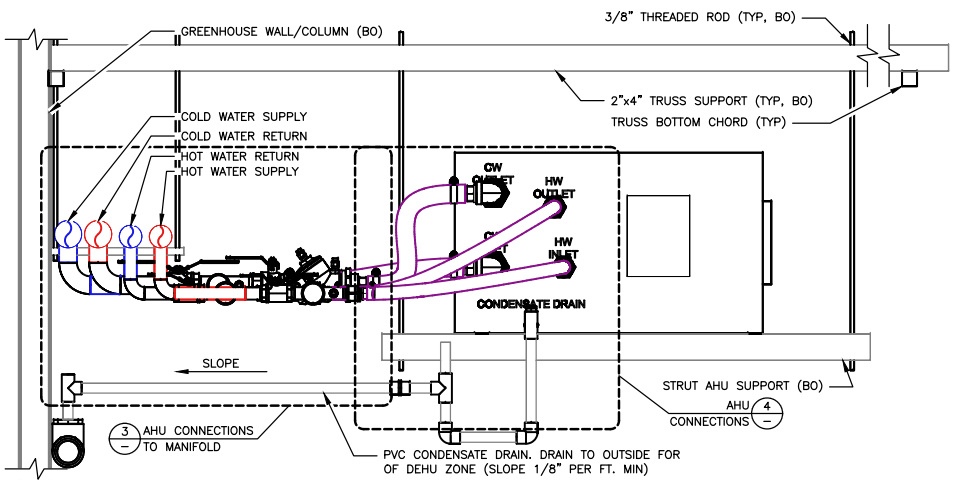

1 AHU PIPING SIDE SECTION
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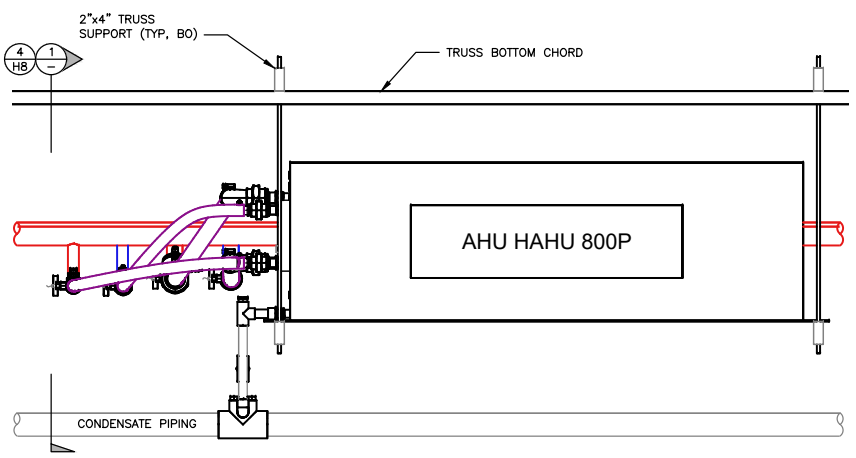

2 AHU PIPING FRONT SECTION
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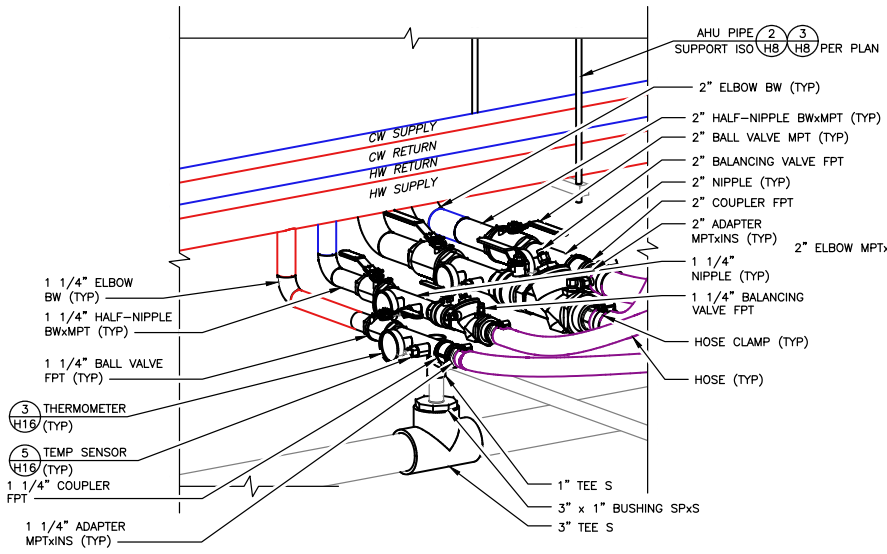

3 AHU CONNECTION TO MANIFOLD
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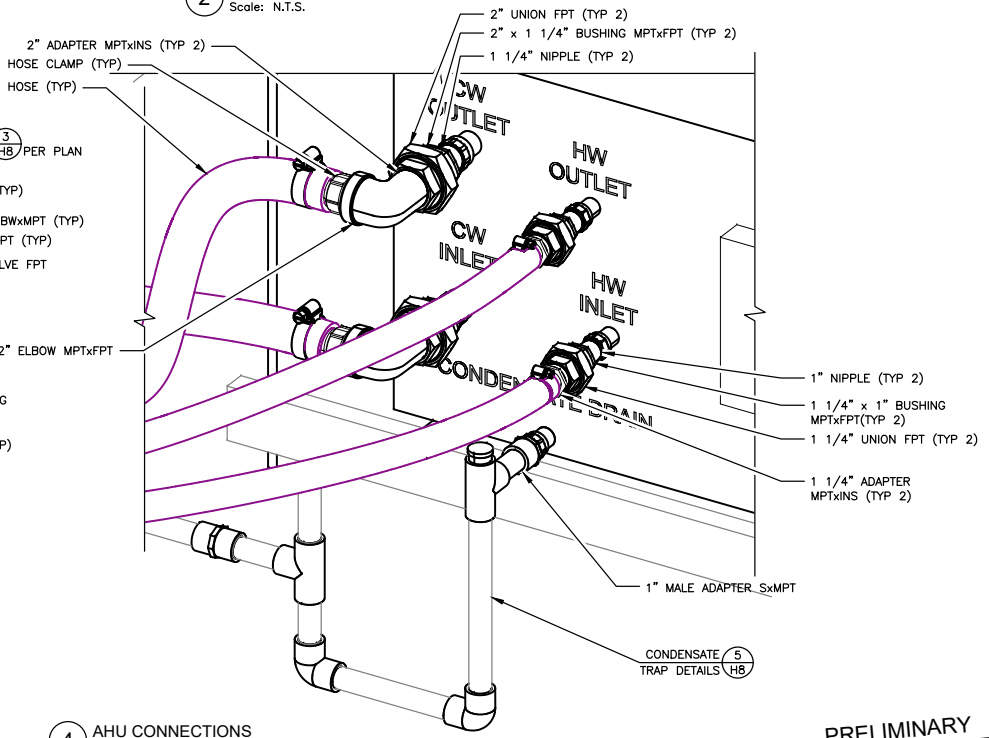

4 AHU CONNECTIONS
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AHU PIPING DETAILS
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Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H7

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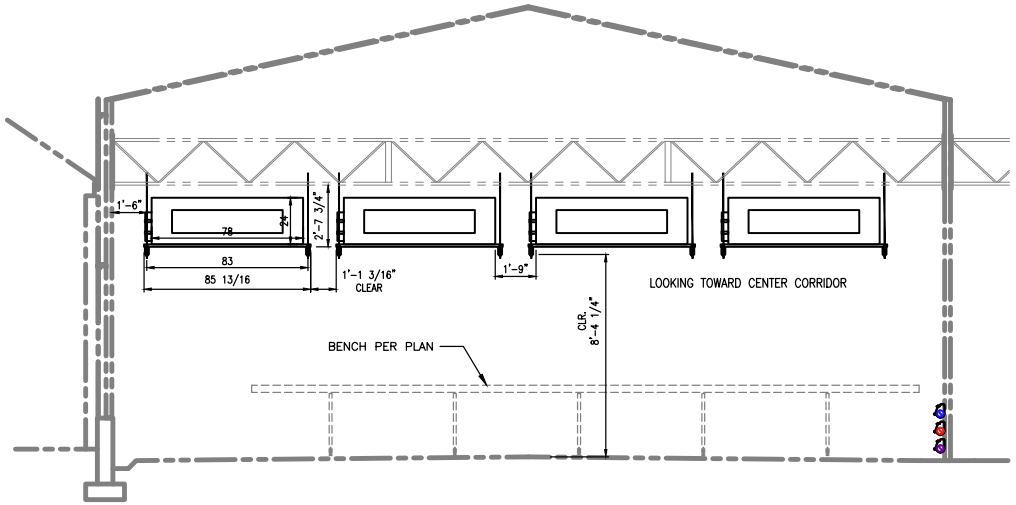

1 ZONE SECTION
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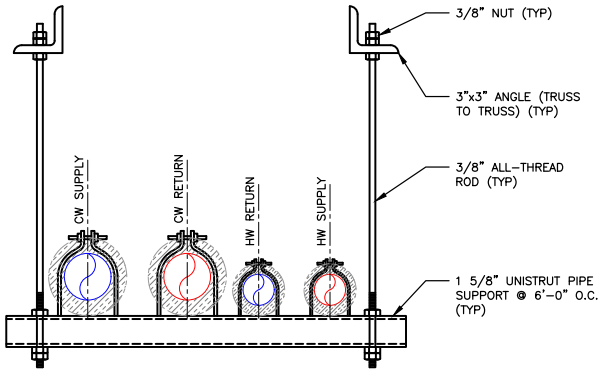

2 AHU MANIFOLD SUPPORT
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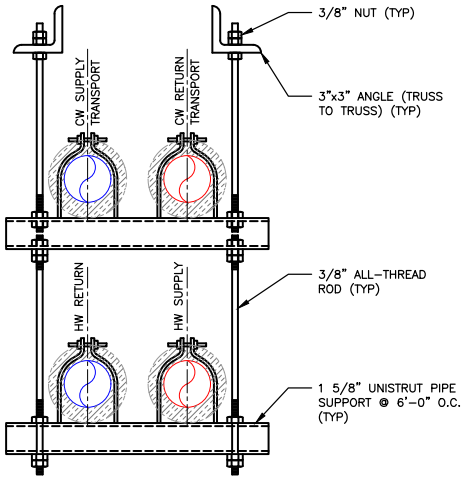

3 GREENHOUSE ENDWALL TRANSPORT SUPPORT
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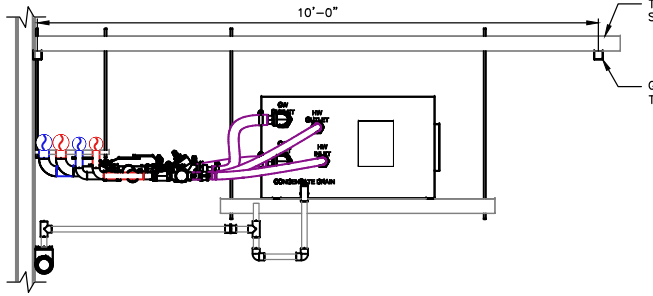

4 AHU SECTION
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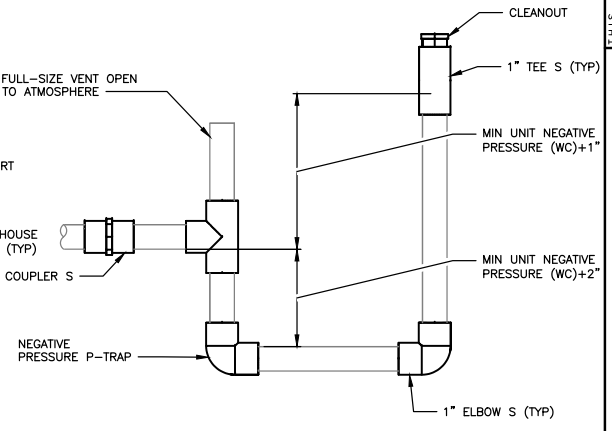

5 CONDENSATE TRAP DETAIL
Scale: N.T.S.

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2022 TOTAL HEAT, COOLING, & DEHU
PIPING SECTIONS & DETAILS

DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number: P
Sheet Size: ANSI D

Project Number: 28003 R3
Sheet Number: H8

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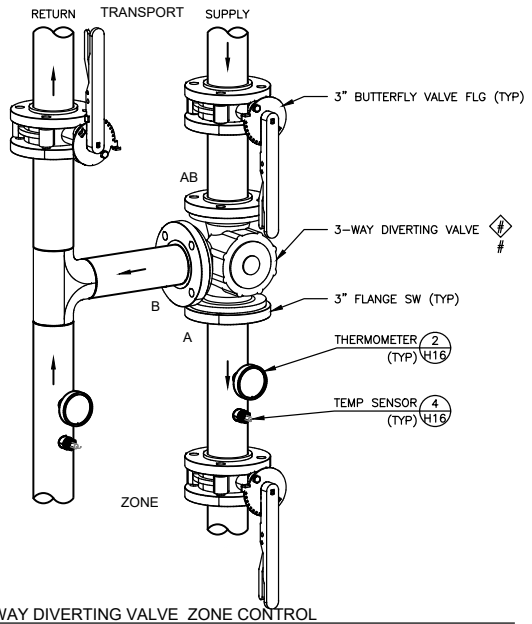
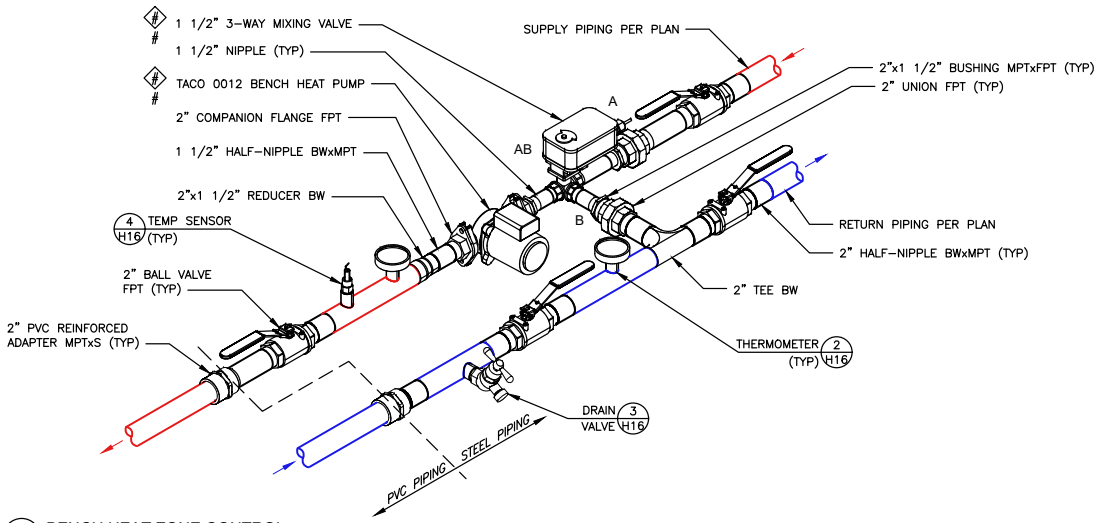


1 3-WAY DIVERTING VALVE ZONE CONTROL
Scale: N.T.S.



2 BENCH HEAT ZONE CONTROL
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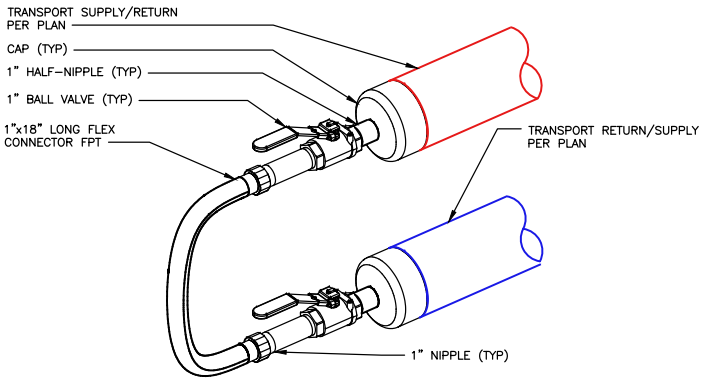

3 TRANSPORT BYPASS
Scale: N.T.S.

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2022 TOTAL HEAT, COOLING, & DEHU

ZONE CONTROL & PIPING DETAILS

DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number: P
Sheet Size: ANSI D
Project Number: 28003 R3
Sheet Number: H9

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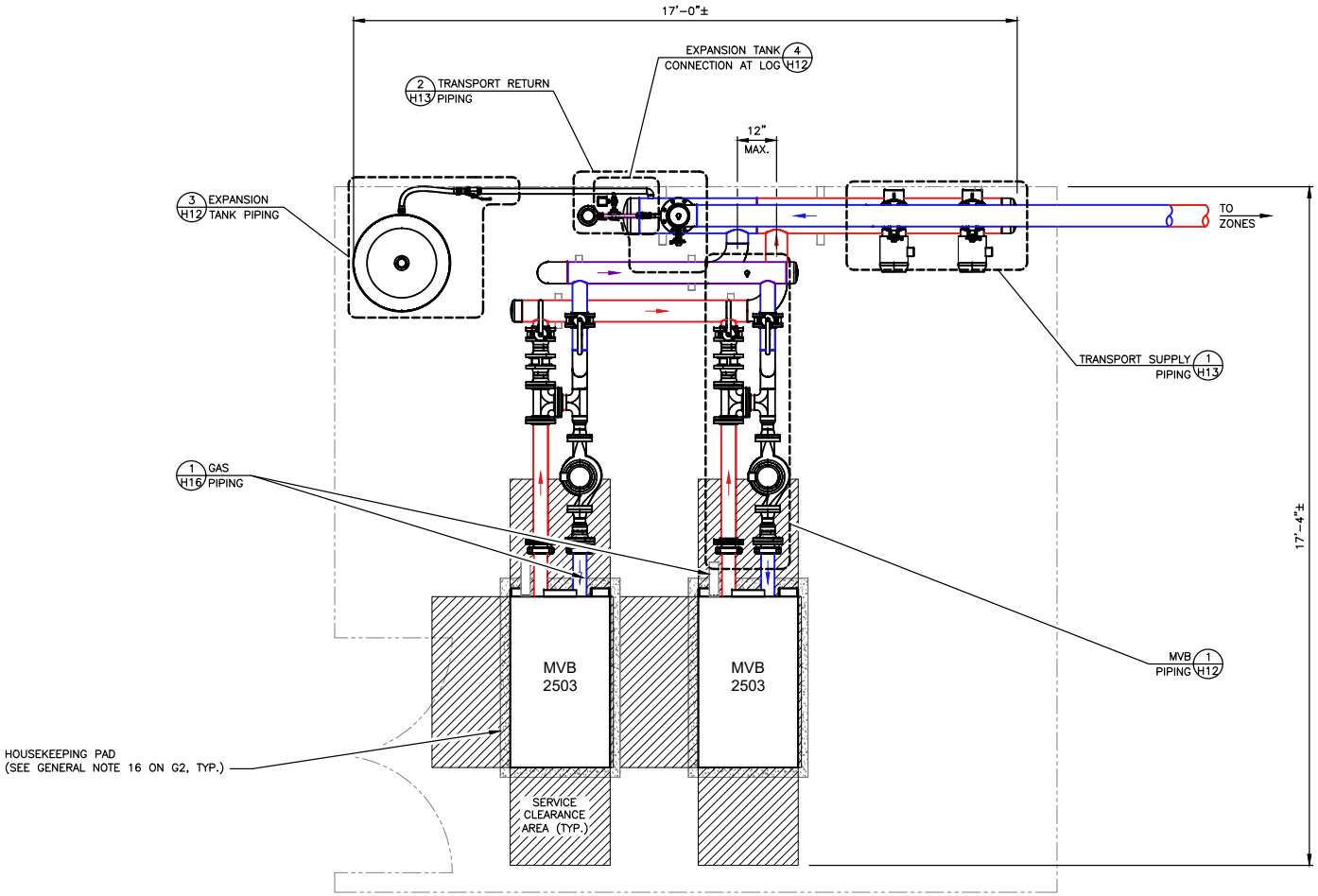

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2022 TOTAL HEAT, COOLING, & DEHU
BOILER PIPING PLAN

DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H10

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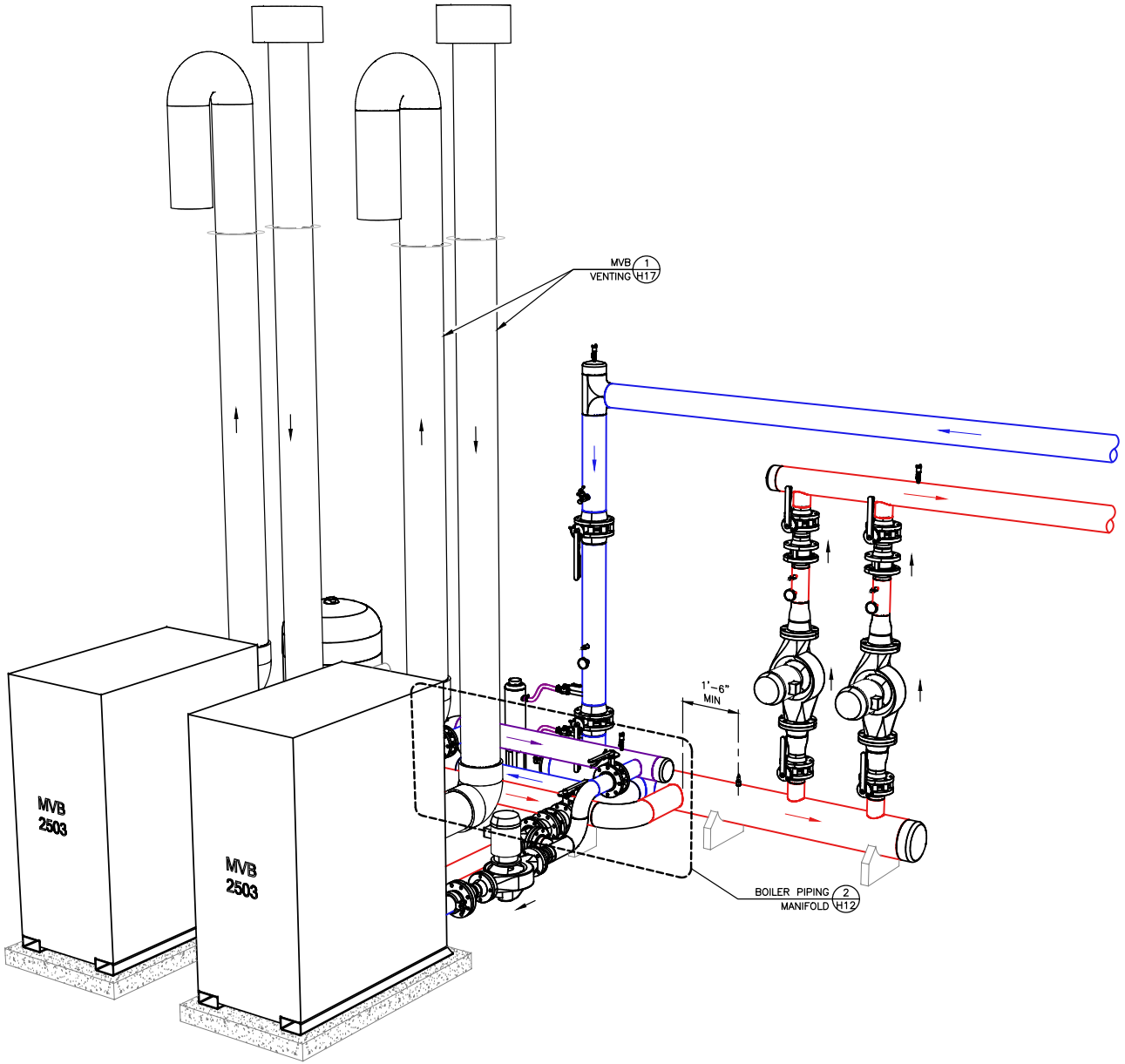

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2022 TOTAL HEAT, COOLING, & DEHU
BOILER AREA PERSPECTIVE VISUALIZATION
DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H11

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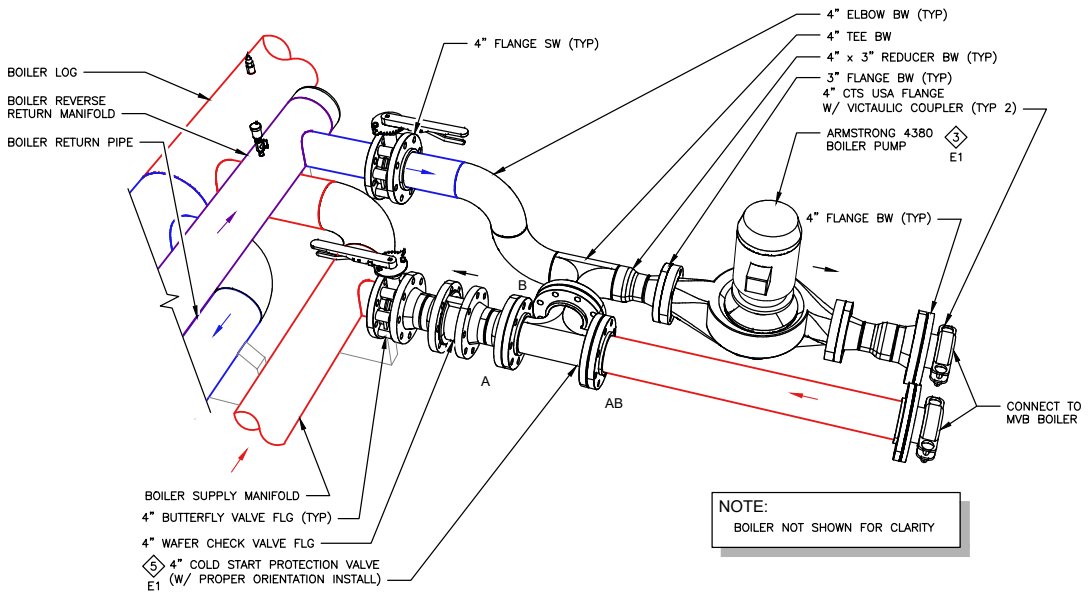
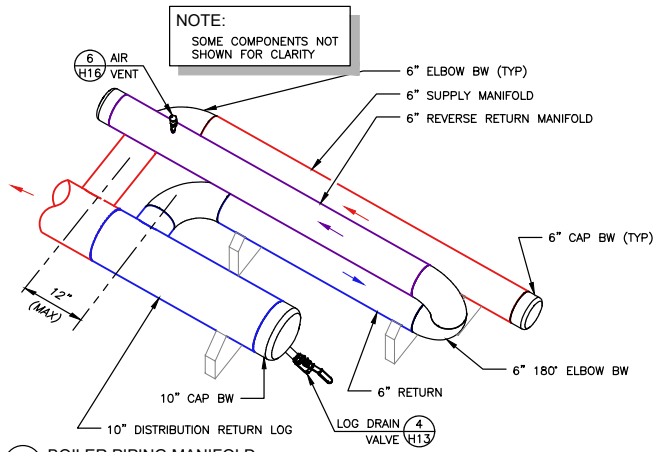
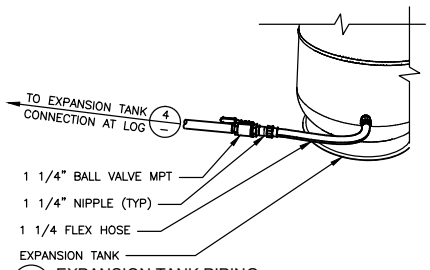


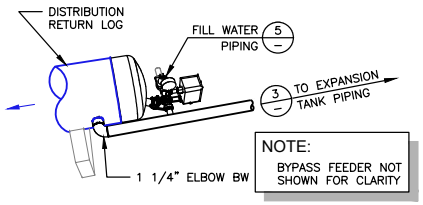
1 MVB PIPING
Scale: N.T.S.



2 BOILER PIPING MANIFOLD
Scale: N.T.S.



3 EXPANSION TANK PIPING
Scale: N.T.S.



4 EXPANSION TANK CONNECTION AT LOG
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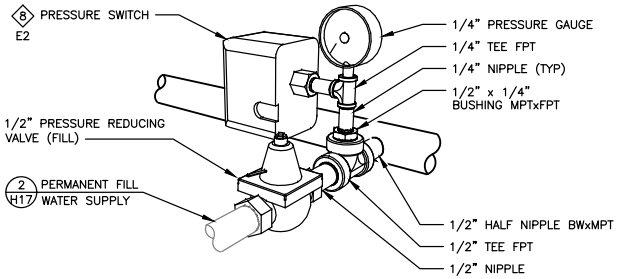

5 FILL WATER PIPING
Scale: N.T.S.

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BOILER PIPING & EXPANSION TANK DETAILS
DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H12

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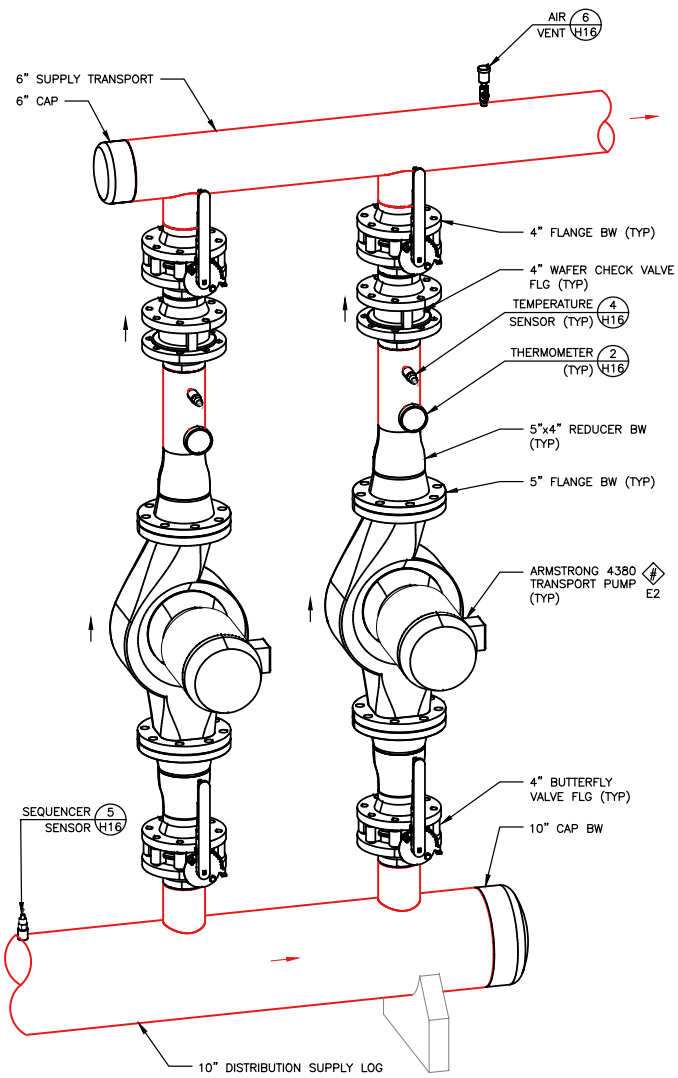

1 TRANSPORT SUPPLY PIPING
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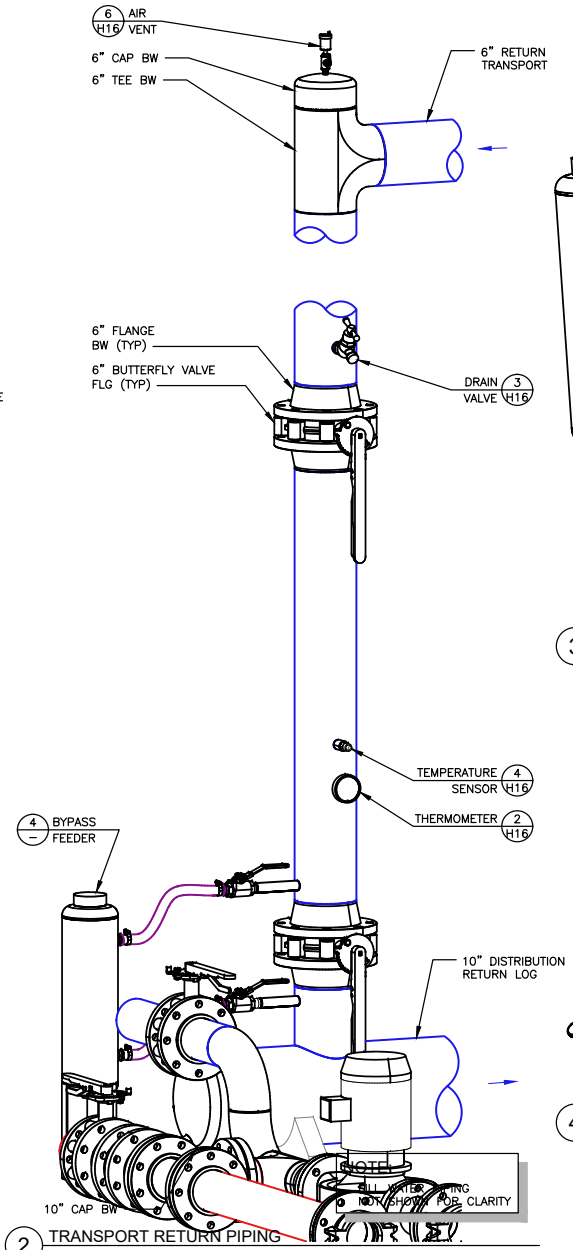

2 TRANSPORT RETURN PIPING
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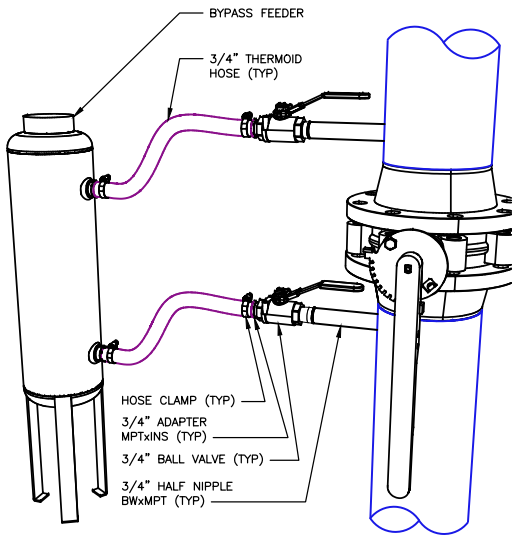

3 BYPASS FEEDER
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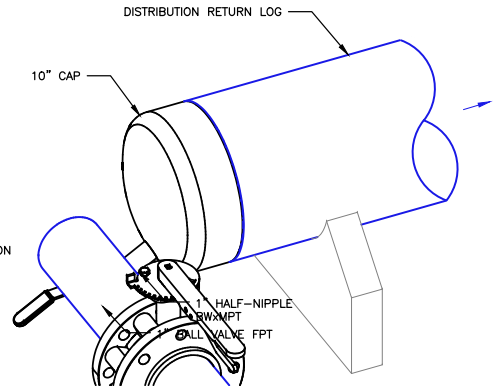

4 LOG DRAIN VALVE
Scale: N.T.S.

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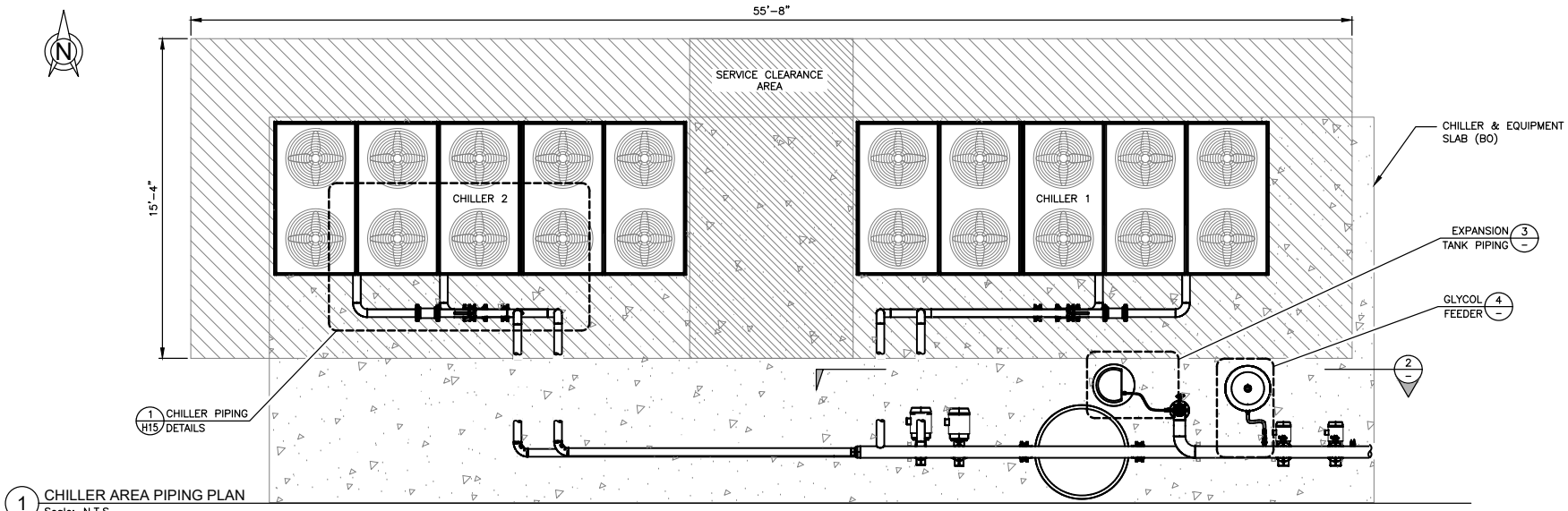
TRANSPORT & PIPING DETAILS

DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

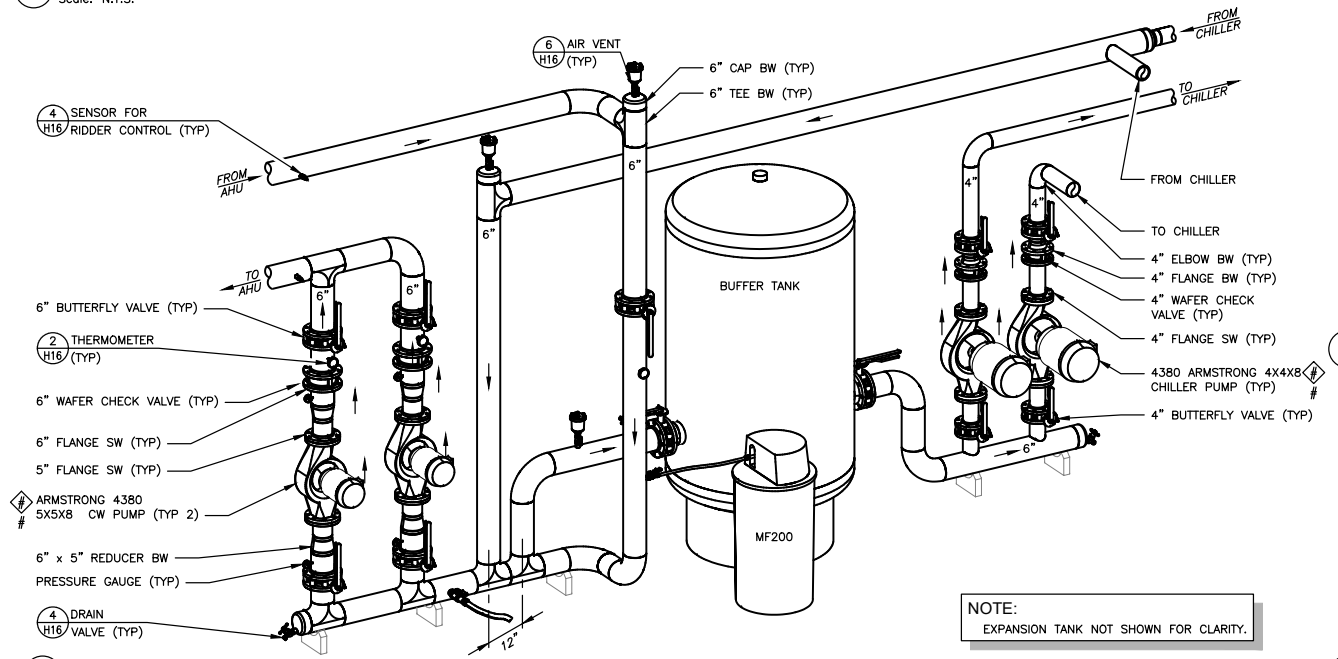
Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H13

T:\Projects\Union Springs\2022 Total Heat, Cooling, & DEHU\CAD\H13 Transport & Piping Details.dwg, 12/19/2022 3:23 PM, Plotted by: NickDemello

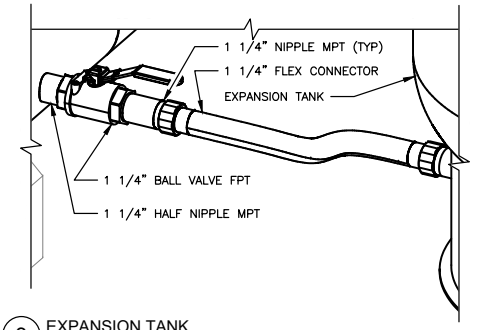


1 CHILLER AREA PIPING PLAN
Scale: N.T.S.



2 CHILLER MECHANICAL EQUIPMENT SECTION
Scale: N.T.S.

NOTE:
EXPANSION TANK NOT SHOWN FOR CLARITY.



3 EXPANSION TANK
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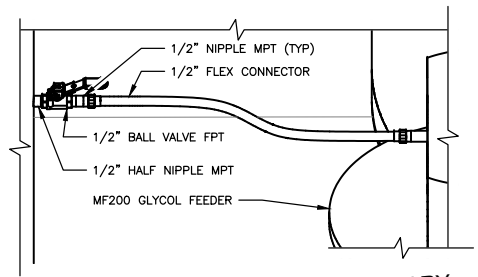

4 GLYCOL FEEDER
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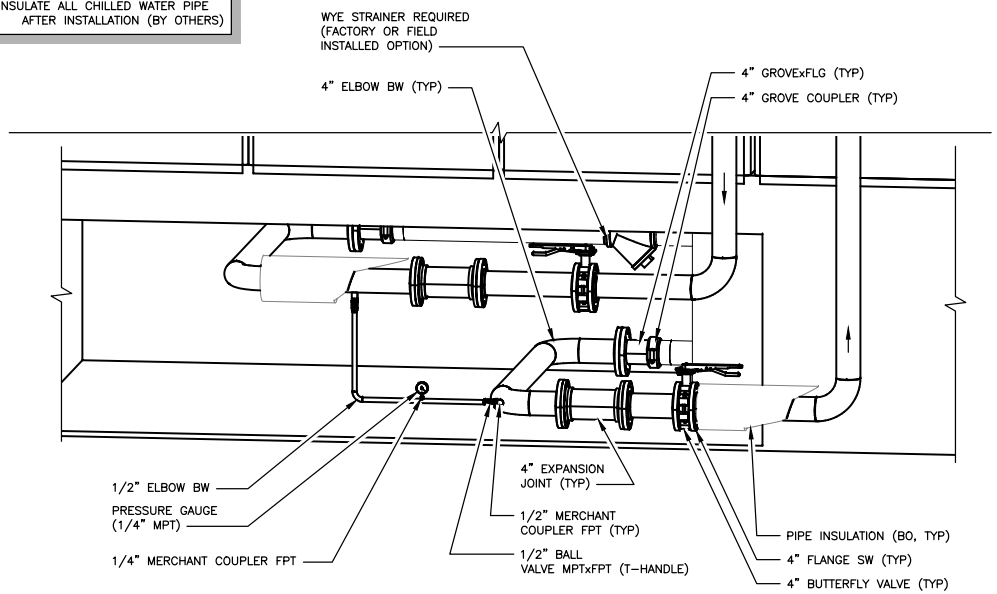
CHILLER EQUIPMENT PARTIAL PLAN & PIPING DETAILS
SCALE: NTS
DESIGN BY: MGM DRAWN BY: NJD

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H14

T:\Projects\Union Springs\2022 Total Heat, Cooling, & DEHU\CAD\H14 Chiller Equipment Partial Plan & Piping Details.dwg, 12/19/2022 3:24 PM, Plotted by: NickDemello

NOTE:
INSULATE ALL CHILLED WATER PIPE AFTER INSTALLATION (BY OTHERS)



1 CHILLER PIPING
Scale: N.T.S.

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CHILLER PIPING DETAILS
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Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H15

T:\Projects\Union Springs\2022 Total Heat, Cooling, & DEHU\CAD\H15 Chiller Piping Details.dwg, 12/19/2022 3:24 PM, Plotted by: NickDemello

GAS NOTES:

CONTACT BIOTHERM OR YOUR LOCAL UTILITY SUPPLIER FOR SPECIFIC GAS PRESSURE OTHER THAN THOSE LISTED IN THE BOILER INSTALLATION MANUAL.

REGULATOR HAS BEEN SIZED FOR 5 PSI (NG) INLET PRESSURE. CONTACT BIOTHERM IMMEDIATELY IF GAS SUPPLY DOES NOT MEET THIS REQUIREMENT.

CONSULT GAS REGULATOR MANUFACTURERS MANUAL FOR ANY APPROPRIATE PIPE DISTANCES OR CLEARANCES.

SAFE OPERATION OF THE BOILER REQUIRES PROPERLY SIZED GAS SUPPLY PIPING.

THE GAS PIPING MAY BE LARGER THAN THAT OF THE BOILER CONNECTION.

INSTALLATION OF A UNION IS RECOMMENDED FOR EASE OF SERVICE.

MANUAL SHUT OFF TO BE INSTALLED OUTSIDE OF THE BOILER CONNECTION TO GAS REGULATOR.

A DRIP LEG MUST BE INSTALLED ON THE INLET SIDE OF THE GAS REGULATOR.

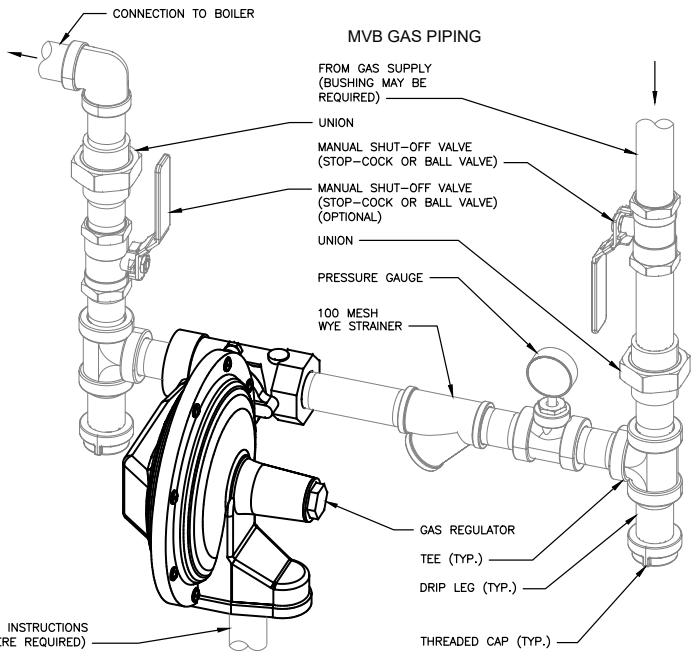
ROUTE BLEEDS AND VENTS TO THE ATMOSPHERE OR OUTSIDE THE BUILDING ACCORDING TO LOCAL CODES.

MATERIALS FOR GAS LINE PIPING ARE PROVIDED BY OTHERS.

SUPPLIED PARTS MUST BE INSTALLED IN SEQUENCE SHOWN.

THE GAS REGULATOR MUST BE INSTALLED A MINIMUM OF 10 PIPE DIAMETERS UPSTREAM OF THE BOILER GAS CONTROLS

NOTE:
REFER TO THE PLUMBING PLAN FOR GAS PIPING



1 GAS PIPING
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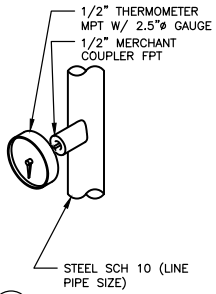

2 THERMOMETER
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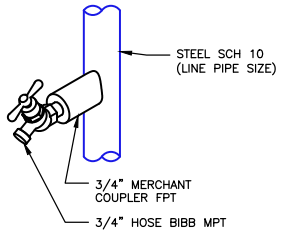

3 DRAIN VALVE
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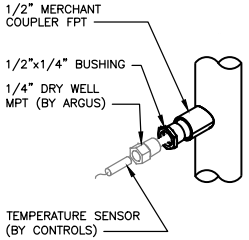

4 TEMPERATURE SENSOR
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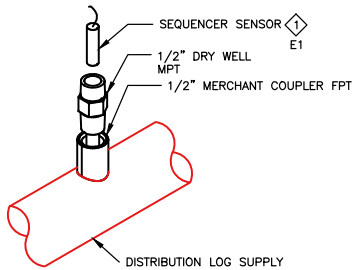
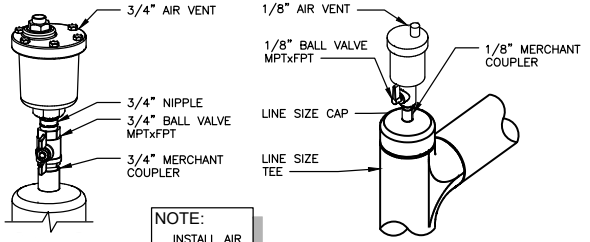


NOTE:
INSTALL & SECURE SYSTEM SENSOR WITH THERMAL PASTE IN DRYWELLS PER BOILER MANUFACTURER PRINTED INSTRUCTIONS.

5 SEQUENCER SENSOR
Scale: N.T.S.



NOTE:
INSTALL AIR VENT AT HIGH POINTS OF SYSTEM

6 AIR VENT
Scale: N.T.S.

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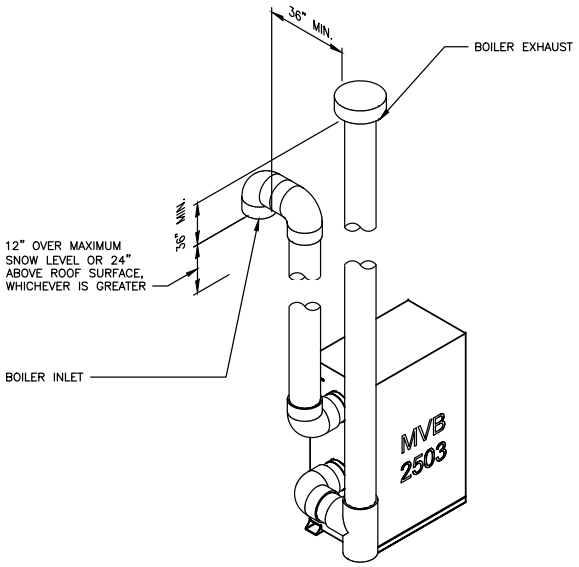
GAS & PIPING DETAILS
DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H16

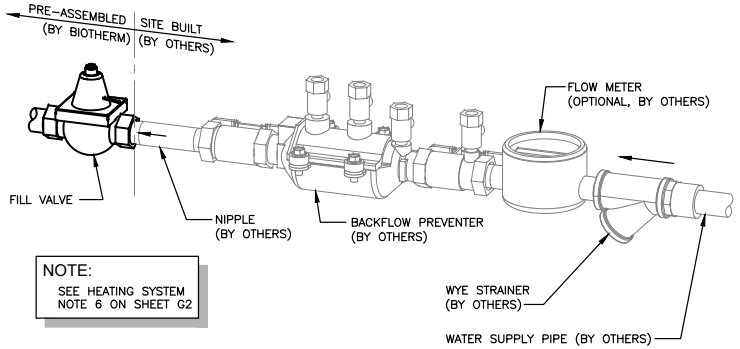
T:\Projects\Union Springs\2022 Total Heat, Cooling, & DEHU\CAD\H16 Gas & Piping Details.dwg, 12/19/2022 3:25 PM, Plotted by: NickDemello



BOILER VENTING NOTES:

1. SEE GENERAL NOTE 3 ON SHEET G2
2. THIS DETAIL SHOWS GENERAL VENTING CONFIGURATION INFORMATION. THIS DETAIL DOES NOT CONTAIN COMPLETE VENTING INSTALLATION DIRECTIONS. BOILER MANUFACTURER I&O MANUAL MUST BE READ AND FOLLOWED TO COMPLETE WARRANTABLE VENTING INSTALLATION.

1 MVB VENTING
Scale: N.T.S.



2 PERMANENT FILL WATER SUPPLY
Scale: N.T.S.

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BOILER VENTING & FILL WATER DETAILS
DESIGN BY: MGM DRAWN BY: NJD SCALE: NTS

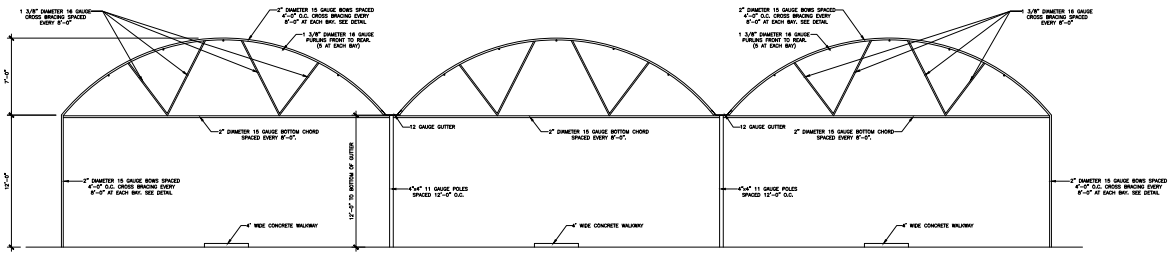
Revision Number:	Sheet Size
P	ANSI D

Project Number: 28003 R3
Sheet Number: H17

Greenhouse 'B'

Structural Drawings

y

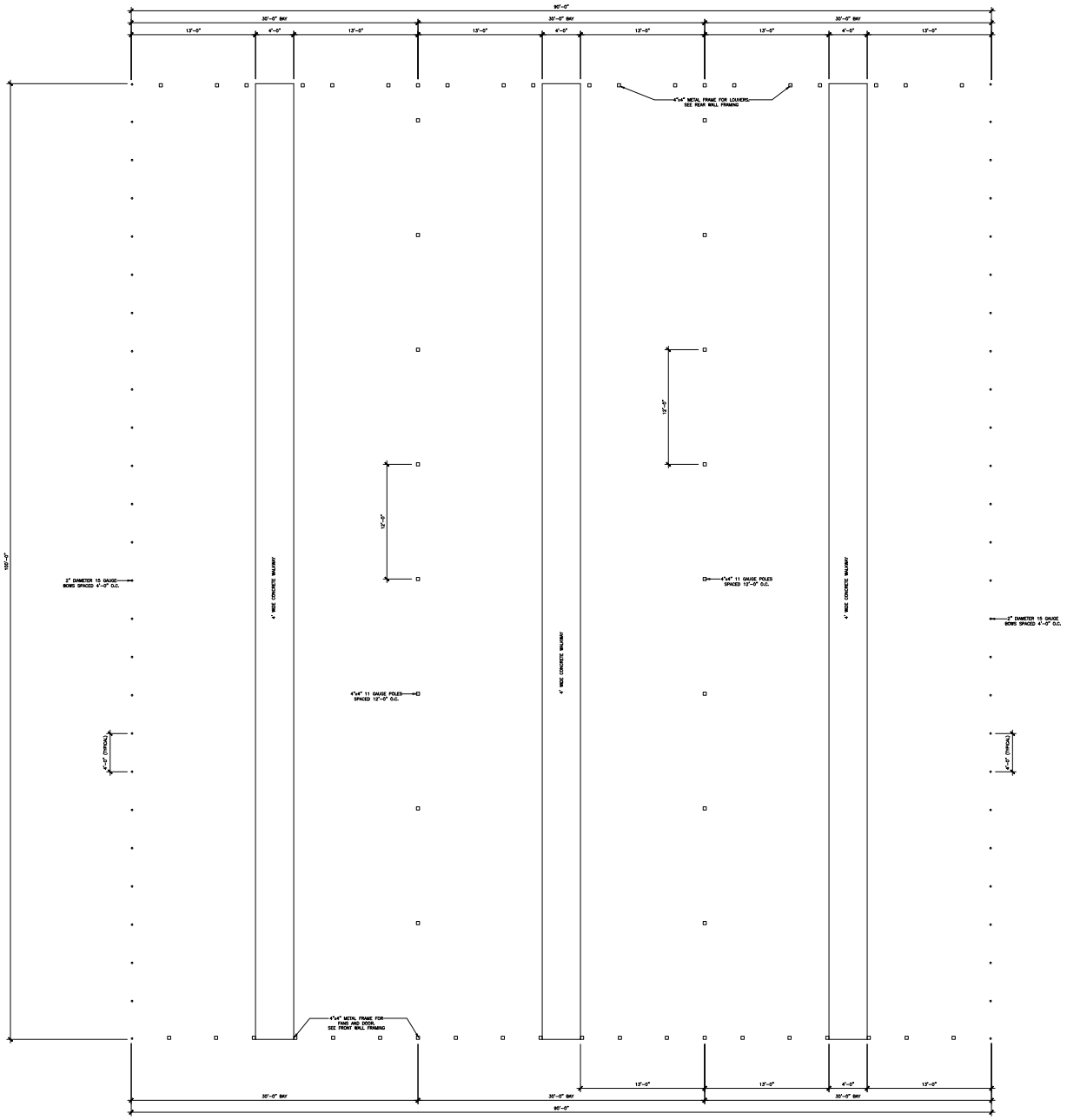


CROSS BRACING DETAIL
SCALE 1/4"=1'-0"

GREENHOUSE 'B'
"POLY" HOUSES

y

REAR

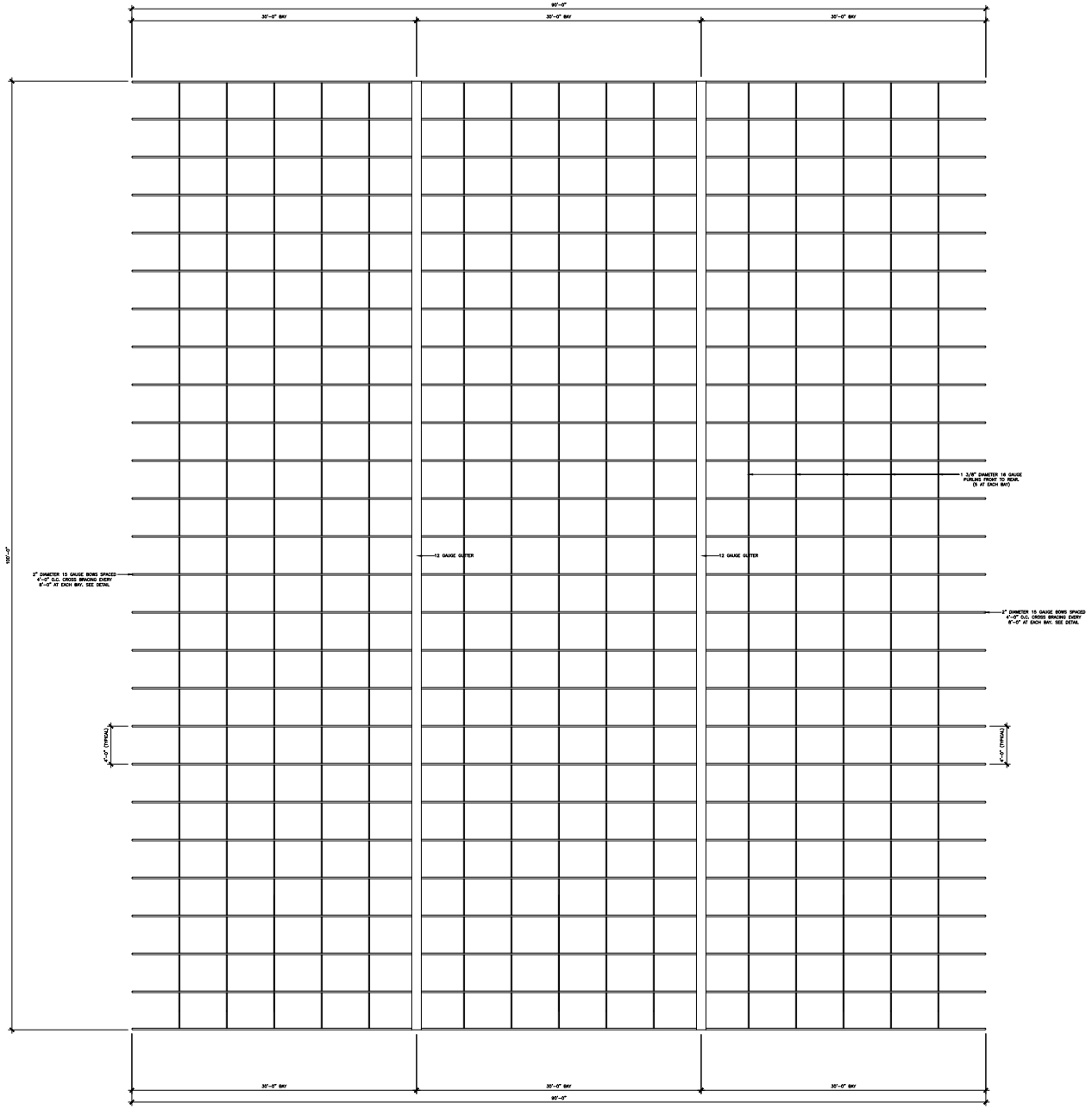


FRONT

FLOOR PLAN
SCALE: 1/4"=1'-0"

GREENHOUSE 'B'
"POLY" HOUSES

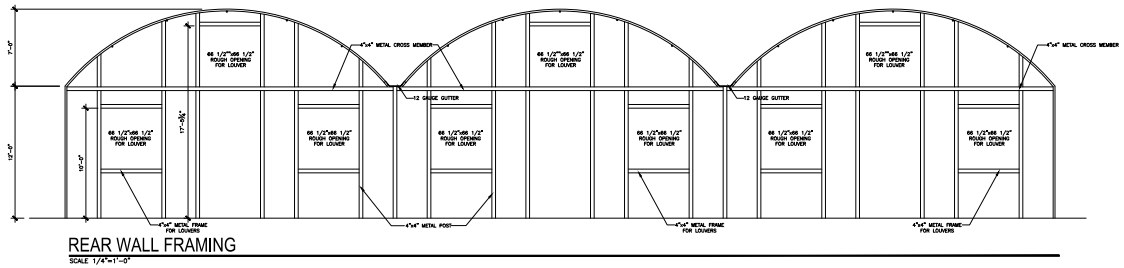
REAR



FRONT

ROOF FRAMING PLAN
SCALE 1/4"=1'-0"

y



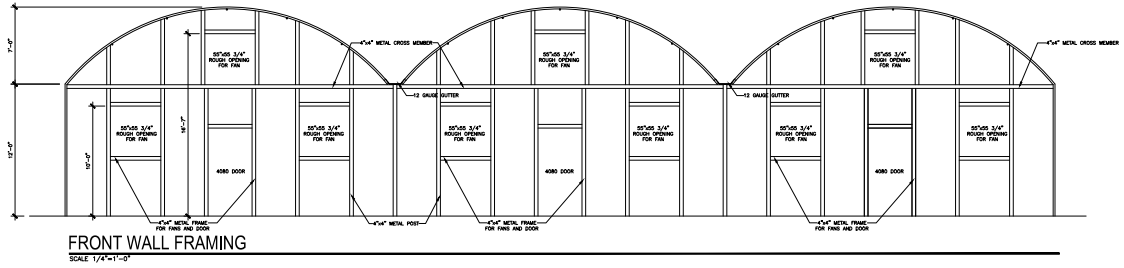


Exhibit 33 – Security Plan

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

33 – Security Plan

Overview

The security at our medical cannabis facilities incorporates physical security elements, electronic security systems, manned security, combined with policies, procedures, and plans to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing cannabis and theft of cannabis at our facilities or in transit. These security measures have been designed to protect the premises, our employees, patients, and the public.

The Applicant's Executive Management Team, along with their consultants, have considerable experience in security in the medical cannabis industry. This team has been on the design, installation, operational, and compliance side of these security systems and programs and will ensure that the security for each of the Applicant's facilities is compliant with the regulations and provides superior security for our products, team, and the public.

The Applicant will have a central and single-point administration of all system components and settings. Based on a platform that can be scaled to any size and any location, from small 10-camera systems to systems consisting of hundreds of cameras across multiple sites. Recording servers can be installed on an unrestricted number of sites or multiple servers on the same site with central access interfaces to live and recorded video from all connected sites. The system also has §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) designed as a flexible and reliable solution to optimize bandwidth while providing redundancy during system failures or maintenance downtime. The system features certificate-based encryption is built to secure the communication of data (video, audio, metadata) which originates in the recording server and is retrieved by connected components.

33.1 – Twenty-four-hour alarm systems

This plan summarizes the security system for the Applicant's Integrated Facility as requested a separate plan has been submitted for the Applicant's retail facilities along with a separate plan for the Production facility. This plan is compliant with 538 x 9.03(M)(1)-(16). The Applicant will incorporate physical security elements, electronic security

systems, security staffing, and procedures to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing cannabis and theft or diversion of cannabis at our Integrated Facility. These security measures have been designed to protect the Integrated Facility premises, Applicant employees, and the public. The security plans and systems will ensure the Applicant:

- §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§

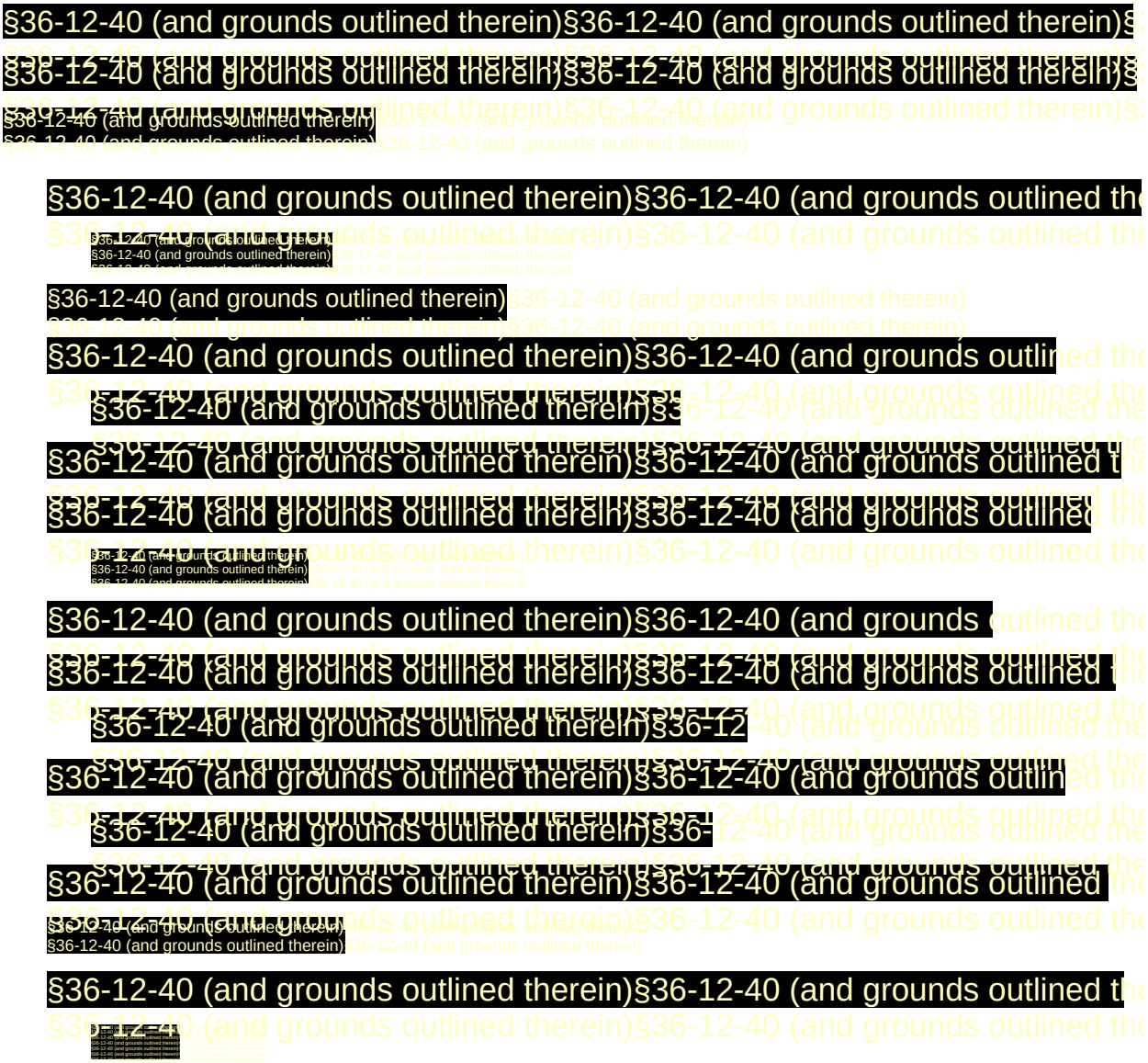
33.3 – Broadcast communication devices

The Applicant's Integrated Facility will be covered by §36-12-40 (and grounds outlined therein) None of the Applicant's employees will be out of communication during operating hours or the time they are on the premises. §36-12-40 (and grounds outlined therein)

33.4 – Audio/Video Surveillance System

The Applicant will §36-12-40 (and grounds outlined therein) in compliance with 538 x 9.03(M)(11) all audio/video surveillance will be kept for a minimum of 60 days or longer at the request of the Commission or law enforcement. If any such recording shows an incident of actual or attempted diversion it will be kept for a period of two years or until the resolution of the incident and the apprehension and discipline or prosecution of the individuals involved in the actual or attempted diversion. The quality of audio is such that it clearly and accurately capture conversations and activities within camera range to a level of 20 decibels. Interiors

of the Integrated Facility will be manufactured in such a way that all interior cameras will function appropriately in low light or colored light conditions.



33.5 – Perimeter of the Facility

The Integrated Facility perimeter and outdoor facilities will be surrounded by fencing that meets the requirements of 538 x.9.03(M)(5). The Applicant's site plan depicts the perimeter fencing, which will prevent access by unauthorized persons. Lighting around the Integrated Facility Perimeter will be enough to ensure that all exterior video surveillance will function appropriately between the hours of dusk and dawn or any other such time

that the ambient lighting requires additional support to meet regulatory requirements. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§

33.6 – Exterior Doors of the Facility

Construction of the Integrated Facility will ensure that all Exterior Walls and Exterior doors will be designed and or reinforced to withstand unlawful, forceable entry. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§

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Security staff training will be documented, and records will be maintained by the Security Director and the Compliance Director.

33.9 – Access Control in the Facility

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33.10 – Protocols of Medical Cannabis and Cash

Security will be proactive in preventing theft/diversion by utilizing industry-wide best practices in theft prevention and detection including video surveillance, alarms, etc.

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To reduce the possibility of product loss, including diversion, access will be restricted in product areas to only the minimum number of employees essential for efficient operation.

§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) Visitor log records will be stored and maintained by the Security Director. The following is an example of the Applicant's visitor log:

Visitor Log for Applicant					Date:		
Visitor Name (Print)	Company	Visitor Type	Time In	Time Out	Escort Name	Visitor Pass #	Visit Reason
Visitor Types: C = Contractor, G = Government Official, V = Vendor, O = Other							

33.11 – Access to the Facility

Access to Applicant Retail facilities will be limited to patients and caretakers. All patients will have their Identification verified in accordance with AMCC Requirements for admittance. No patient or caregiver will be admitted unless they hold a valid, current, unexpired, and unrevoked medical cannabis card. All Applicant Employees are trained on how to recognize fake identification and what identification can be accepted. No one, unless a patient, is allowed into the store under 21 years of age.

33.12 – Record keeping

The integrated facility will keep records, electronically, manually, or a combination thereof that clearly demonstrates who is in a facility at any given time. This will include employees, visitors, vendors, transporters, other licensees, law enforcement officers, AMCC staff, and others. The record will consist of the following details (at a minimum): Individuals Name, Date, Time in and Time out, and reason for the visit as shown in the visitor log above. Our Company will also track who the visitor will be escorted by to ensure the visitor is escorted at all times.

All employees are excluded from the "reason for visit". All non-employees will be always escorted by an employee throughout the building and the entire time of their visit. All non-employees will be provided with a Visitor pass that must be worn during their visit to the Integrated Facility and returned upon exiting.

All employees will wear their Employee Badges at all times while in the integrated facility. The Security staff will monitor employees to ensure they are wearing their employee badges and their identification can be easily seen at all times.

All records pertaining to 538 x 9.03(M)(10) will be kept for a period of two years, and longer at the request of law enforcement or the Commission.

33.13 – Employee Badges

At all times while on premises Integrated Facility Employees will wear identification badges clearly noting that they are employees. Any employee who arrives at work without their Employee badge will be sent home to retrieve it; if a badge is lost or misplaced the Integrated Facility will notify the Commission and will request a new badge. At no time will an employee be allowed to work without having their assigned employee identification badge.

33.14 – Visitors at the Facility

Our Company will keep records, electronically, manually, or a combination thereof that clearly demonstrates who is in a facility at any given time. This will include employees, visitors, vendors, transporters, other licensees, Law Enforcement Officers, the AMCC staff, and others. As mentioned above, the record will consist of the following details (at a minimum): Individuals Name, Date, Time in and Time out, and reason for the visit. Our Company will also track who will escort the visitor to ensure the visitor is escorted at all times.

- All employees are excluded from "reason for visit". All non-employees will be always escorted by an employee throughout the building and the entire time of their visit.
- All non-employees will be provided with a Visitor pass that must be worn during their visit to the Integrated Facility and returned upon exiting.

- All employees will also wear their Employee Badges at all times while in the integrated facility.

All records pertaining to 538 x 9.03(M)(10) will be kept for a period of two years, and longer at the request of law enforcement or the Commission.

Visitors to the Applicant's Integrated or Retail facilities will be always accompanied by an Employee. All visitors will wear a Visitor pass that clearly denotes that they are a visitor to the facility. Security staff will ensure the visitor has signed out correctly on the visitor log and the visitor has returned the visitor pass before leaving the facility.

33.15 – Policy to Report Theft, Diversion or Other Loss of Medical Cannabis

If the Applicant's integrated facility should experience theft, diversion, or other loss of cannabis products it will immediately create a detailed incident report of the situation. This incident report will be shared with the Executive Management Team, Security Director, the Alabama Medical Cannabis Commission, and law enforcement no more than 24 hours after the occurrence or discovery of such an incident. All applicable security coverage audio and video and appropriate record logs will be made available to the Commission or law enforcement upon request.

At the request of the Commission, or its representatives, the Integrated Facility will make available all information relating t§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)

The Applicant will immediately notify the Commission and appropriate law enforcement authorities within 24 hours after discovering any of the following:

- Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Integrated Facility, Retail Facility, or an employee;
- Any suspicious act involving the sale, cultivation, distribution, processing, production, or transportation of cannabis by any person;
- Unauthorized destruction of cannabis or cannabis products;
- Any loss or unauthorized alteration of records related to cannabis, registered qualifying patients, personal caregivers, or employees;
- An alarm activation or other event that requires a response by public safety personnel;
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
- Any other breach of security.

The Applicant will, within 10 calendar days, provide written notice to the Commission of any such incident by submitting an incident report in the form and manner determined by the Commission that details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified. The Integrated Facility will also amend our Standard Operating Procedures (SOPs), if necessary, to prevent any recurrence of the incident. Example Incident Report the Applicant will utilize if an incident occurs:

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End of Report

33.16 – Signage

The Applicant will prominently display at each entrance point to our dispensing sites and in at least one location in the sales area of the dispensing site signs that state the following:

"WARNING: This facility is monitored at all times using audio and video surveillance. Entry to this business and purchases within are strictly prohibited except as to registered patients and caregivers presenting valid identification as required by law."

This will provide a level of security to deter any individual considering breaking and entering into our facility or a patient or caregiver that may be considering any harmful acts.

33.17 – Variable route plans and GPS Tracking Systems – Transport

The Applicant recognizes the risks inherent in the transportation of cannabis and medical cannabis and has plans to mitigate that risk. Transporting cannabis any distance places the Applicant, its employees, and the product at risk. Hazards such as auto crashes, diversion, and theft are heightened when cannabis leaves the integrated facility. Recognizing this, the Applicant will use best industry practices when it comes to safely and efficiently transporting Cannabis to and from other licensed Cannabis facilities. §36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein)§36-12-40 (and grounds outlined therein) Transportation to the testing labs will be done by the testing lab in accordance with this policy and procedure; accepting that in accordance with 538 x 10.03(b)(4) transportation to and from a state testing lab may be done with one employee.

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33.18 – Locks and Alarm Systems – Transport

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33.19 – Audio/Video Recording Devices – Transport

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In compliance with 538 x 9.03(M)(11) all audio/video surveillance will be kept for a minimum of 60 days or longer at the request of the Commission or law enforcement. If any such recording shows an incident of actual or attempted diversion it will be kept for a period of two years or until the resolution of the incident and the apprehension and discipline or prosecution of the individuals involved in the actual or attempted diversion.

The quality of audio will be such as to clearly and accurately capture conversations and activities within camera range to a level of 20 decibels.

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33.20 – Transport Vehicles

The Applicant's vehicles will not be marked in any way that identifies them as coming from a licensed Cannabis business. Vehicles will not be marked with the Applicant's logo or name. There will be no indications written or visual that the secure transport vehicle is transporting cannabis or medical cannabis. The Applicant's fleet of delivery vehicles will include:

Vehicle 1:

Make:	Model:	Year:	Color:
§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Vin Number:		**AL Registration Number:**	
§36-12-40 (and grounds outlined therein)		§36-12-40 (and grounds outlined therein)	
Vehicle Specifications/Details:			
§36-12-40 (and grounds outlined therein)§36			

Vehicle 2:

Make:	Model:	Year:	Color:
§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Vin Number:		**AL Registration Number:**	
§36-12-40 (and grounds outlined therein)		§36-12-40 (and grounds outlined therein)	
Vehicle Specifications/Details:			
§36-12-40 (and grounds outlined therein)§36-			

Vehicle 3:

Make:	Model:	Year:	Color:
§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)	§36-12-40 (and grounds outlined therein)
Vin Number:		**AL Registration Number:**	
§36-12-40 (and grounds outlined therein)		§36-12-40 (and grounds outlined therein)	

Vehicle Specifications/Details:
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33.21 – Medical Cannabis Storage and Tracking – Transport

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33.24 – Emergencies – Transport

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33.25 – Control – Transport

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33.26 – Training and Identification – Transport

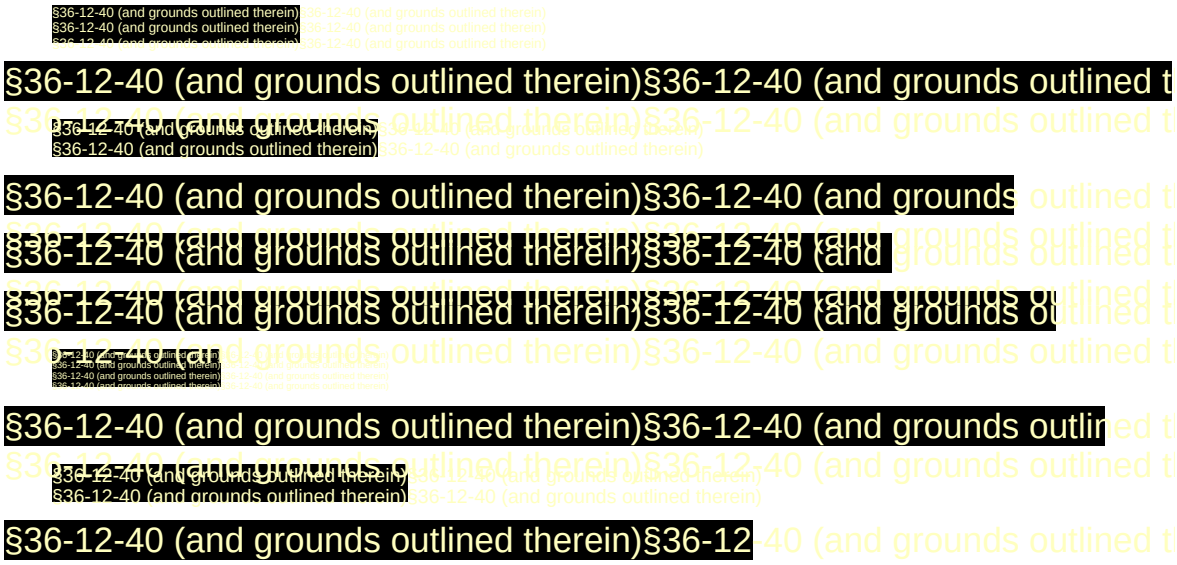
Each designated secure transporter employee otherwise handling cannabis or medical cannabis products for the Applicant will be registered as an Applicant Cannabis establishment employee and have a driver's license in good standing issued by the Alabama Registry of Motor Vehicles for all classes of vehicle the secure transporter employee will operate for the Applicant prior to transporting or otherwise handling cannabis and medical cannabis products.

A secure transporter employee will carry his or her Employee ID card at all times when transporting cannabis and medical cannabis and will produce his or her Employee ID card to the Commission or law enforcement officials upon request.

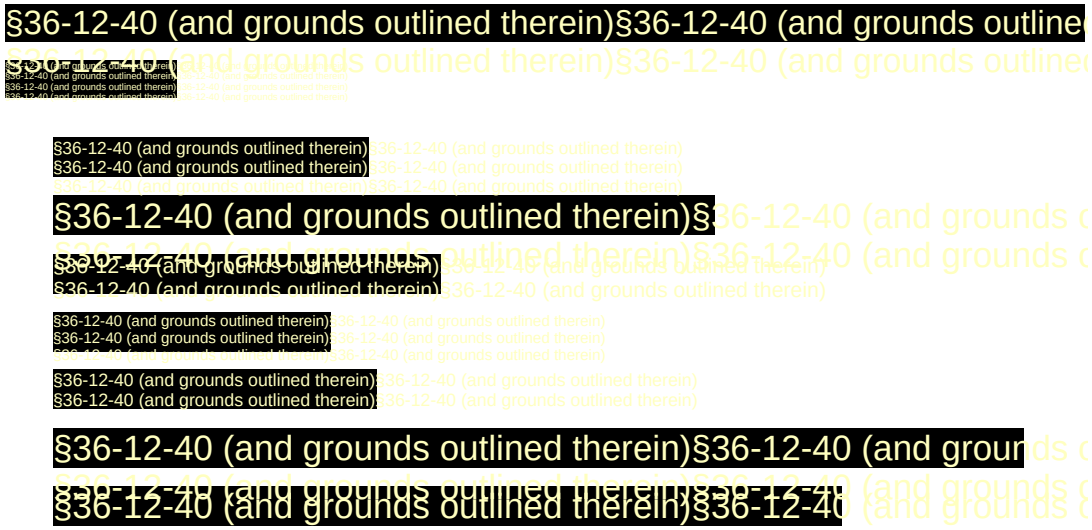
All secure transporter employees will receive training Secure transport drivers will be trained in, and have ready access to, secure procedures for undergoing administrative inspection by law enforcement pursuant to § 20-2A-65, Code of Alabama 1975 (as amended). Additional training on safe vehicle operations, detecting threats, emergency situations and personal safety will be provided.

33.27 – Labels and Containers for Storage or Transport

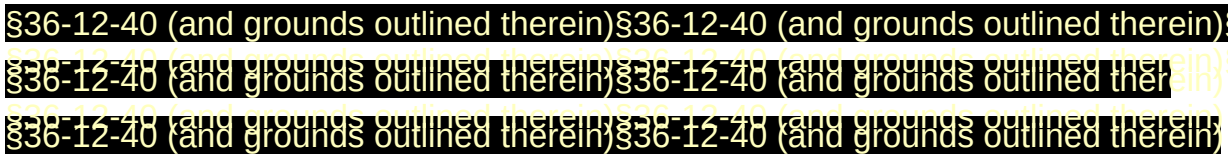
§36-12-40 (and grounds outlined therein)



The manifest will be maintained within the vehicle during the entire transportation process, until the delivery is completed.



33.28 – Secure Transport Personnel



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33.30 – GPS Tracking

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33.31 – Documentation, Tracking, and Inspections

The Applicant's will document and retain records of all route plans, manifests, transport logs, freight bills, bills of landing, and any free-on-board (FOB) terms of sale documents, maintenance and repair records, and insurance documentation.

Either manually or electronically, including, but not limited to, as part of the Statewide Seed-to-Sale Tracking System (Metrc), as to all vehicles in the secure transporter's fleet, for a period of not less than two (2) years, and longer upon the request of the Commission or law enforcement. Such documents will be made available to the Commission or its representatives during inspections or other official visits.

33.32 – Verification

The Applicant verifies that it will make available upon the request of the Commission or its inspectors all information that relates to:

- Seed-to-Sale Tracking System
- Security Alarm Systems
- Monitoring
- Alarm Activity
- Maps of Camera Locations and Camera Coverage
- Audio/Video Footage
- Surveillance equipment
- Maintenance logs
- Authorized use lists
- Operation instructions

- Secure transport security
- Plan and procedures
- Any other security-related information deemed relevant.

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Exhibit 34 – Personnel Roster & Verification

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

FORM G: PERSONNEL ROSTER & VERIFICATION

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type

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

Cope McCall Smith	Owner
Leader/Employee Name	Title/Position

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

James Huntley Smith	Owner
Leader/Employee Name	Title/Position

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Edward Wayne Bassett	Owner
Leader/Employee Name	Title/Position

§36-12-40 (and grounds outlined therein)
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§36-12-40 (and grounds outlined therein)

James Leonard Bassett — Leader/Employee Name

Owner — Title/Position

§36-12-40 (and grounds outlined therein)
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§36-12-40 (and grounds outlined therein)

James Winfrey Wilson, III — Leader/Employee Name

Owner — Title/Position

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

William Byrne Wilson — Leader/Employee Name

Owner — Title/Position

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Sterling F. Stoudenmire, IV — Leader/Employee Name

Owner — Title/Position

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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

Leader/Employee Name | Title/Position

SSN | Telephone | Email

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 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.

James H Smith
Printed Name of Verifying Individual

Mangger
Title of Verifying Individual

Signature of Verifying Individual

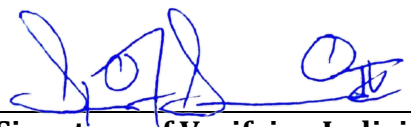
12/28/2022
Verification Date

Form G: Personnel Roster & Verification
Page 3

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

35.1 – Business Leadership Credentials

Jim Wilson, Board of Directors

James W. Wilson, III who owns an indirect 23.75% ownership interest in Applicant holds the following positions, which may qualify him as a Public Official: UA Trustee Public Appointee to UAB Medicine Enterprise Board of Directors and UA Trustee Appointee to University of Alabama System Board of Trustees.

As Chairman of the Board and Chief Executive Officer of Jim Wilson & Associates, LLC (JWA), Jim Wilson III coordinates and directs the strategic and financial decisions for the Wilson portfolio, including acquisitions, development, and other capital transactions. JWA assets consist of retail shopping centers, hospitality investments, office buildings, residential developments, and equity partnerships in gaming, financial technology, and other diversified business investments. After graduating from the University of Alabama in 1985, Jim Wilson III worked for Manufacturers Hanover Trust Company in New York City as a commercial real estate loan officer and as an investment banker in large pool asset sales. In 1988 Wilson returned to his hometown of Montgomery to join his family's multi-faceted company Jim Wilson and Associates.

During Jim's tenure at JWA, he guided the company through a turbulent, yet successful restructuring in the early '90s. Then, with a sturdier foundation and a stronger resolve, Jim, his brother, and his father built over 6 million square feet of projects, including the Mall of Lousiana in Baton Rouge, LA, The Avenue at Carriage Crossing in Memphis, TN and The Shoppes at RiverCrossing in Macon, GA. In 2007 Jim assumed the role of Chairman of the Board and CEO of JWA, managing the diverse financial holdings and investments for the Wilson Family, including the automotive service and tire retailer Big 10 Tires operating in 101 locations in Alabama, Georgia, and Florida. Under his and his brother Will Wilson's leadership, the company has continued to develop outstanding real estate projects, benefitting the River Region area and beyond.

One of the most notable JWA properties in the Montgomery area is EastChase, a 330-acre master-planned community developed through a joint venture with ALFA in 2002. EastChase redefined the retail experience for Montgomery citizens when it opened, and the property continues to progress. JWA is developing Redstone Gateway, a mixed-use, 470-acre master-planned business park located adjacent to the main gate of the US Army Post Redstone Arsenal in Huntsville, Alabama. This 30-year project includes over 3,000,000 square feet of office space, which is now open, and 100 percent leased, as well as a 150-room hotel. The completed project will house up to 5 million square feet of office space with a total investment of over $2 billion.

Boards

- University of Alabama System Board of Trustees
- UAB Medicine Enterprise Board of Directors – Board President
- American Liver Foundation, Alabama Chapter
- Bryant-Jordan Scholar Athlete Foundation - Treasurer
- Member of the International Council of Shopping Centers

Will Wilson, Board of Directors

As president of Jim Wilson & Associates, LLC Will Wilson provides leadership and direction for JWA. Will is responsible for real estate development for internal as well as third-party interests, including multi-use commercial projects, industrial parks, shopping centers, residential development featuring multi-family and single-family projects. Under Will's leadership JWA continues to be a leader in the real estate industry achieving national recognition.

Will received a bachelor's degree in Business Administration from Huntingdon College. After graduation, Will began his development career through the leasing department for two of the largest commercial real estate firms in the country before joining JWA in 1992.

Will is married to the former Kelly Hinrichs and they are the parents of sons, William, and Brian.

Boards

- Huntingdon College Board of Trustees
- The Business Council of Alabama Executive Committee
- Montgomery Committee of 100 – Vice Chairman
- Leadership Alabama (CLASS XXXII)
- The Alabama Wildlife Federation Executive Committee
- Wynlakes Golf and Country Club
- Member of the International Council of Shopping Centers

James L. Bassett, Board of Directors

Jimmy Bassett has been a full-time farmer for 28 years and operates approximately 2,100 acres in turf and timber in Macon County. Along with his brother and partner Wayne, they own Beck's Turf, Inc., and the Wildlife Group (tree nursery). Prior to going into farming, Mr. Bassett spent eight years as a commercial banker in Union Springs, Alabama. Mr. Bassett is a graduate of the LSU Graduate School of Banking, and he also has a Bachelor of Science in Business Administration from Auburn University Montgomery. Mr. Bassett serves as Chairman of the Board of Directors of AmeriFirst Bank. Mr. Bassett was past President and currently serves as a Board Member of the Macon County Farmers Federation. He is a member of the Macon County Soil and Water Board and is also the Treasurer for Fort Davis United Methodist Church. He is the former Chairman of the Board of Directors of Alabama Ag Credit and a former member of the Macon County Development Authority.

Along with his brother and partner Wayne, they have won numerous awards such as the Farm of Distinction district winner and W. Kelly Mosley Environmental Award.

Boards

- AmeriFirst Bank Board of Directors (Chairman)
- Fort Davis United Methodist Church (Treasurer)
- Macon County Farmers Federation (Past President)
- Macon County Development Authority (Board Member)
- Alabama Ag Credit (past Chairman)

- First South Farm Credit (Former Advisory Board Member)

Wayne Bassett, Board of Directors

As President and co-owner of Beck's Turf, Inc., Wayne has managed a successful turf and nursery operation that includes approximately 1800 acres for the last 28 years. Before Beck's Turf, he was employed with a turf farm as their sales and logistics manager. During his 31 years in the agribusiness industry, he has been a leader serving as President of the Alabama Turfgrass Association and Chairman of the Alabama Turfgrass Research Foundation.

Wayne and his brother Jimmy Bassett's leadership, the farm has shipped high quality turf to over 9 states and nursery products to most states east of the Rocky Mountains. They have won numerous awards such as the Farm of Distinction district winner and W. Kelly Mosley Environmental Award.

Wayne received his Bachelor of Science in Marketing from Troy University and has been married for 35 years to his wife Sheila. They have one daughter, Brittany.

<u>Boards and Commissions</u>

- Alabama Turfgrass Association (President) 1997-1999
- Alabama Agri Business Council Board Member) 1999-2001
- Alabama Turfgrass Research Foundation (Chairman) 2000-2010, 2015-2020
- Lee County Farmers Federation (Board Member) 1998-present
- Alabama Farmer Federation State Wildlife Committee 2004-2008
- State of Alabama Joint Interim Patriotic Immigration Commission 2007
- State of Alabama Small Business Commission 2015-2017
- First South Farm Credit Advisory Committee (Chairman) 2010-2020
- Parkway Baptist Church Auburn, AL - Active Deacon and numerous committees

Cope and Hunter Smith, Board of Directors

Brothers, Cope and James (Hunter) Smith are fourth generation nursery growers. Their roots date back to 1918 when their great grandparents, Livingston and Bonnie Paulk,

founded Bonnie Plant Farm in Union Springs, Alabama. Currently, the Smiths own and operate Smith Plant Farm, Inc., also based in Union Springs, where they contract grow vegetable bedding plants, flowers, and herbs for the now named Bonnie Plants.

Cope and Hunter are both graduates of Auburn University. Cope received a Bachelor of Science in Agronomics Economy in 1999, and Hunter received a Bachelor of Science in Business Administration in 2004. Cope and Hunter both joined their parents at Smith Plant Farm shortly after graduation from Auburn.

The brothers assumed ownership of the farm in 2009. In their tenure as management at Smith Plant Farm, they have grown the business from producing 256,000 to over 4,000,000 units annually. They have successfully established a reputation as a top grower of quality plants in the Bonnie Plants organization while also providing a family environment for their employees with opportunities for growth and development.

Cope Smith will be the Secure Transport Driver for BSWMC and Hunter Smith will act as Vice President of Cultivation for BSWMC, LLC.

Sterling F. Stoudenmire IV, Chief Executive Officer

A veteran CEO with proven success in uniquely challenging situations involving startup, transformation, turnaround, and re-engineering. Mr. Stoudenmire began his career with Accenture, consulting for Global 1000 across a diverse array of industries including Financial Services, Telecommunications, Travel/Transportation, and Manufacturing. His consulting work took him to 47 states in the US, Canada, and several countries in both South America and Western Europe (including residency in London).

He departed the firm as a partner to focus on startup and turnaround work in 2002. Over the past 20 years, he has completed several successful turnaround engagements in real estate, property management and franchising; and has achieved 4-10x returns for equity investors. His role as a turnaround CEO required the ability to inspire apprehensive and disheartened employees and perform deep financial analysis. He has led negotiations with lenders, creditors, and suppliers, mastered bankruptcy law, and managed operational change required to achieve success.

In 2014, he was asked by private equity to move to Colorado to develop a startup in the nascent cannabis industry. Beginning with a 10,000 sq. ft food service distribution center, the next 7 years saw him build the largest, most advanced, efficient, and successful greenhouse operator in the state. He drove the design, build, launch and operations of 100,000 sq. ft greenhouse producing 20,000 lbs/yr of cannabis flower. He expanded into: Processing, producing 400+ kgs /yr of concentrates; Co-packing/Distribution for 6 brands to more than 150 dispensaries; and added 6 Retail operations. His approach to cannabis was unique, setting a culture of compliance from the start and focusing on consistency, reliability, and repeatability. He leveraged best practices in commercial horticulture, greenhouse automation and Information Technology to become the most efficient supplier in the state. The company was never cited by the Colorado Marijuana Enforcement Division (CO MED) for a single compliance violation and was unique in achieving profitability in the highly commoditized CO market.

Mr. Stoudenmire has a disciplined, pragmatic approach that leverages talent, technology, and best practices to achieve extraordinary results.

Mr. Stoudenmire is a native of Union Springs, AL and currently resides in Fairhope, AL. He has lived and worked in numerous locations throughout his life, including NY, DC, FL, GA, CA, CO, and London, England. He has spent entirely too much of his life on an airplane and is happy to finally be back in Sweet Home Alabama.

<u>Boards</u>

- Health Central Foundation Orlando, FL (Chairman) 2009-2011
- Marijuana Excise Tax Advisory Board (METAB) as a founding member
- Chaffee County Community Economic Development Corp Board

<u>Speaking Engagements</u>

- World Economic Forum (Davos, Switzerland) 1996
- Andersen eBusiness Symposium (MC) 1999
- American Resort Developers Association 2005 – 2013

Luke Burwell, Vice President of Production

Luke is a high performing professional from the healthcare industry specializing in the application of Quality & Lean concepts to enhance operational excellence. He has a thorough knowledge of statues, regulations, standards, and best practices for medical devices, human cellular tissue products, and cannabis cultivation & manufacturing. He is experienced in, audit, project management, new process design & deployment, CAPA, and process/food safety risk management (FMEA, HACCP, etc.).

Mr. Burwell has been in the Cannabis industry since 2020 with a major publicly held Cannabis Multi-State Operator (MSO). He was responsible for the overall implementation, monitoring, and improvement of a multi-state QMS encompassing cGMP, GAP, and HACCP. He also led the effort to obtain a NSF/ANSI 455-2 Good Manufacturing Practices for Dietary Supplements certification that is compliant with both 21 CFR Part 111 and 21 CFR Part 117, and leads investigations of high-risk product quality issues, involving legal/government affairs, and state government compliance representatives to ensure permanent resolution the identified issue(s). He deployed a learning management system content creator to allow the organization to create custom learning modules for any learning management system. Coursework initially created includes cGMP, GDP, HACCP, and Quality System Awareness. Mr. Burwell also oversaw the buildout and the certification of 6 new production spaces, in accordance with cGMP requirements. Prior to entering the Cannabis industry, he was QMS program leader with Philips Healthcare, responsible for the development, execution of the Audit, Training, and Management Review Processes. Manages all aspects of audit sourced CAPA activities which include gaining the commitment of cross functional resources, scheduling CAPA team meetings, and ensuring CAPA deliverables per project timelines. Site QMS leader for Medical Device Single Audit Program (MDSAP), and Philips Harmonization transition initiatives. Contributes to staff management activities including, interviewing, on-boarding, daily task management, and providing input to team member performance evaluations. He was a CAPA compliance specialist at Medtronic, as well as a Tissue Processing Specialist with DCI Donor Services.

- Certified Biomedical Auditor (ASQ)

Larry Drawdy, Security Director

Mr. Drawdy is a strategic and solution-oriented Security Operations Specialist and Cannabis Security Consultant. He works closely with clients to build effective security teams and secure work environments that are both compliant and highly functioning in the cannabis industry. Problem solving and strategizing for safety and success of the client while providing excellent client service along a broad spectrum of areas. Larry has over 25 years' experience in security across a wide variety of roles. He worked for Florida Department of Corrections for nearly 15 years, beginning at Florida State Prison in April of 1997. He was quickly accepted in 1998 onto Rapid Response Team and Lethal Munitions. In 2003 he was promoted to Correctional Sergeant, and he joined the K-9 Team for human scent tracking for fugitives and public aid of missing persons at the Tomoka Correctional Institute (CI). He worked directly under the Inspector General's office for missing persons, fugitives and narcotics tracking on the Drug Interdiction K-9 Team. In 2005 Larry was awarded the Florida Law Enforcement Officer of the Year, Correctional Officer of the Year Award for Bravery, and Heroism in the line of Duty. In 2008, Larry continued to advance his law enforcement career by being promoted to Inside Ground Sergeant and Security Threat Groups Sergeant at Columbia CI, and again promoted to Outside Grounds Sergeant for public work squads until his end of tenure in 2011. Throughout his career Larry was utilized on transport of minimum to maximum security level inmates to include several high-profile inmates for court appearances, medical appointments, management issues and executions all over the state of Florida.

Mr. Drawdy is the President and CEO of Colorado Protection Group Inc. ("CPG"). The company specializes in cannabis secure transport, armed personnel and asset protection, and cannabis industry compliance and support. CPG also provides both on and offsite monitoring for cannabis related businesses including retail dispensaries, cultivation, processing/extraction and production facilities. CPG currently provides onsite security, secure transport and remote monitoring for the 26-acre campus of one of Colorado's largest cannabis cultivation facilities from seed to sale. Services include: METRC manifesting, logistics planning, operations, remote security monitoring of 6 dispensaries, tracking of shipments and secure cash transport operations. Mr. Drawdy is responsible for creating SOPs for overall operations within both security-specific and general operating

aspect of the facilities. Larry and CPG are onsite and on call 24/7 for the customer's needs. CPG also provides onsite armed security for financial institutions with large cash flow and onsite security personnel needs.

Mr. Drawdy is singularly focused on supporting his client's needs within the cannabis industry and ensuring a secure workspace that puts compliance first. He has always been of the mentality that "If you succeed, we succeed." Mr. Drawdy also has a background in Commercial Agriculture, having been a cattle Ranch Manager on a 5,000-acre ranch in Florida overseeing all aspects of cattle, and land/ pasture management and was responsible for herd management record keeping of breeding, calving and culling. He currently lives on a 40-acre section of land in rural Colorado in an off-grid home that he and his wife built themselves. After 8 years in Colorado in corrections and Cannabis Security, this native of Lake City, FL is eager to return to the South where can both continue his career in cannabis security and pursue his past times as an avid hunter and fisherman.

Awards

- Florida Law Enforcement Officer of the Year 2005
- Correctional Officer of the Year Award for Bravery 2005
- Heroism in the line of Duty 2005

Current Certifications

CPR, AED, Volunteer Search Rescue SAR, Volunteer Fire Fighter, First Aid, NRA Firearms Instructor

35.2 – Detailed explanation of the role of each leader, certified dispenser, scientist, businessperson, or engineer is to have in the operation of each facility

Please refer to the Applicant's Employee Handbook (Exhibit 36) for detailed job descriptions which explain each role of each leader, certified dispenser, scientist, businessperson, or engineer is to have in the operation of each facility.

35.3 – A 5-year hiring plan for its employees, identifying the types, positions, required education, required experience, and expected roles of such personnel

The following is the Applicant's 5 - year hiring plan: For further description on identifying types, positions, required education, required experience, and expected roles of such personnel please refer to the position descriptions in the Applicant's Employee Handbook, Exhibit 36.

	Staff Additions										
	2023				2024				25	26	27
Job Title	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
CEO	1										
Compliance Director	1										
Medical Director	1										
VP, Cultivation	1										
Cultivation Manager	1										
Cultivation Techs - HT			6								
Cultivation Techs - GH				6							
VP, Production	1										
Manufacturing Manager			1								
Processing Manager			1								
Manufacturing Techs			5								
Processing Tech				1							
Medical Director					3						
Retail Director			1								
Gen. Mgr - Dispensary 1			1.5								
Gen. Mgr - Dispensary 2				1.5							
Gen. Mgr - Dispensary 3					1.5						
Gen. Mgr - Dispensary 4					1.5						
Gen. Mgr - Dispensary 5						1.5					
Certified Dispenser - D1			3								
Certified Dispenser - D2				3							
Certified Dispenser - D3					3						
Certified Dispenser - D4					3						
Certified Dispenser - D5						3					
Security Director	1										
Security Staff - Prd Facility				4							
Staff-Security Disp 1			3								
Staff-Security Disp 2				3							
Staff-Security Disp 3					3						
Staff-Security Disp 4					3						
Staff-Security Disp 5						3					

	Staff Headcount										
	2023				2024				25	26	27
Job Title	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
CEO	1	1	1	1	1	1	1	1	1	1	1
Compliance Director	1	1	1	1	1	1	1	1	1	1	1
Medical Director	1	1	1	1	1	1	1	1	1	1	1
VP, Cultivation	1	1	1	1	1	1	1	1	1	1	1
Cultivation Manager	1	1	1	1	1	1	1	1	1	1	1
Cultivation Techs - HT			6	6	6	6	6	6	6	6	6
Cultivation Techs - GH				6	6	6	6	6	6	6	6
VP, Production	1	1	1	1	1	1	1	1	1	1	1
Manufacturing Manager			1	1	1	1	1	1	1	1	1
Processing Manager			1	1	1	1	1	1	1	1	1
Manufacturing Techs			5	5	5	5	5	5	5	5	5
Processing Tech				1	1	1	1	1	1	1	1
Medical Director					3	3	3	3	3	3	3
Retail Director			1	1	1	1	1	1	1	1	1
Gen. Mgr - Dispensary 1			1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Gen. Mgr - Dispensary 2				1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Gen. Mgr - Dispensary 3					1.5	1.5	1.5	1.5	1.5	1.5	1.5
Gen. Mgr - Dispensary 4					1.5	1.5	1.5	1.5	1.5	1.5	1.5
Gen. Mgr - Dispensary 5						1.5	1.5	1.5	1.5	1.5	1.5
Certified Dispenser - D1			3	3	3	3	3	3	3	3	3
Certified Dispenser - D2				3	3	3	3	3	3	3	3
Certified Dispenser - D3					3	3	3	3	3	3	3
Certified Dispenser - D4					3	3	3	3	3	3	3
Certified Dispenser - D5						3	3	3	3	3	3
Security Director	1	1	1	1	1	1	1	1	1	1	1
Security Staff - Prd Facility				4	4	4	4	4	4	4	4
Staff-Security Disp 1			3	3	3	3	3	3	3	3	3
Staff-Security Disp 2				3	3	3	3	3	3	3	3
Staff-Security Disp 3					3	3	3	3	3	3	3
Staff-Security Disp 4					3	3	3	3	3	3	3
Staff-Security Disp 5						3	3	3	3	3	3

Remainer of page intentionally left blank.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

BSWMC, LLC

d/b/a Solis Alabama

Employee Handbook

December 2022

Employee Handbook

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I. Summary

The Applicant's Employee Handbook is a living breathing document. Our employee handbook will be updated every time there is a change to federal, state, or local employment laws. Our Employee Handbook will be reviewed annually and changes to our handbook will be communicated to our employees. The purpose of our handbook is to reflect the way we do business and to inform our employees of their rights and the benefits that we offer.

Our Employee Handbook includes a clearly written Alcohol, Smoke and Drug Free Workplace Policy and a clearly written Non-Discrimination Policy. The Applicant has addressed its crime prevention techniques through its diversion policy in our Employee Handbook and in our Security Plan. Our Driver's Manual and our Security Plan detail the qualifications, standards and procedures all prospective drivers are required to meet. The Applicant's Employee Safety Plan has been included in the Policies and Procedures manual.

Remainder of page intentionally left blank.

II. Employee Handbook Acknowledgement

Employee Acknowledgement

I acknowledge that on this day I received a copy of Company's Handbook and that I have read it, understood it, and will comply with it. I understand that Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time, with or without notice. No statement or representation by a Company manager, supervisor other employee, whether oral or written, can supplement or modify this Handbook. Changes to the Handbook must be approved in writing by the CEO of Company to be effective.

I understand that neither this Handbook nor any communication by a Company manager or other employee, whether oral or written, can create a contract of employment. I understand that unless I have a written employment agreement as described in the Handbook. **I am employed at will and this Handbook does not modify my at-will employment status.**

_____

Employee Signature

_____

Print Name

_____

Date

III. General Provisions

Employees of Company are employees at will. Among other things, this means that either you or Company may terminate the employment relationship at any time, with or without cause, and with or without prior notice.

No employee of Company is authorized to modify the at-will nature of your employment other than the CEO. Any such modification must be in writing and signed by the CEO and the Board of Directors.

This Handbook is not a contract, expressed or implied, guaranteeing employment for any specific duration or any specific term or condition of employment.

Section 7, National Labor Relations Act (NLRA)

This Handbook is not intended to and shall not be interpreted or applied in a manner that interferes with employees' right to engage in concerted activity to improve workplace conditions, as protected by Section 7 of the National Labor Relations Act.

IV. Employee Procedures

Attendance, Punctuality, and Probationary Period

The Bullock County Cultivation and Product Manufacturing facility will not be open to the public. The hours of operation for our cultivation and product manufacturing facility are:

Monday – Friday	7:00 a.m. – 7:00 p.m. CT
Saturday and Sunday	7:00 a.m. – 7:00 p.m. CT

Dispensary Hours of operations:

Monday – Friday	7:00 a.m. – 9:00 p.m. CT
Saturday	7:00 a.m. – 9:00 p.m. CT
Sunday	9:00 a.m. – 8:00 p.m. CT

Employees will be allotted one hour for lunch each day and various breaks throughout the day based on their work hours. Employees are expected to report to work on time. Any variations from these hours should be approved in advance by your immediate supervisor. All employees should work a full workweek and account for any time off by using the time

off request sheet when completing the work attendance form. For the appropriate form, please see your supervisor.

When necessary for an employee to miss part or all of a workday due to a valid and unforeseen circumstance, an employee must contact your immediate supervisor before the beginning of your scheduled workday, or as soon as practicable once it is determined that the employee will not be at work on time. The employee should provide an explanation for the absence or tardiness. The employee must keep your supervisor advised of your absence on a daily basis, unless authorization to do otherwise has been received from your supervisor, or unless the employee is on an approved leave of absence from work.

If leaving work early for any reason, the employee must notify and receive permission from your supervisor prior to departure.

The period of time beginning on the first day employee reports to work, and continuing for the next 90 days, shall be termed the Probationary Period. During the Probationary Period, full-time employees shall accrue Paid Time Off (as hereinafter defined) but shall not have benefits nor be eligible to take Paid Time Off.

Personal Appearance

All employees are expected to maintain a professional appearance in keeping with the character of the company. All cultivation and product manufacturing employees must wear appropriate attire provided by the company when in the cultivation and product manufacturing spaces.

All clothing, shoes, and accessories must be clean, free of damage, and odor-free. No offensive words or images may be displayed on any article of clothing. Employees must not wear clothing that reveals cleavage, shoulders, back, chest, upper thighs, or stomach. No underwear may be visible, and no flip-flops or sandals may be worn.

Professional dress is expected in cases where an employee is representing our company outside of the worksite. Any employee found in violation of this policy may be asked to go home, change, and return to the workplace.

Proper grooming and hygiene must be maintained at all times. If an employee has a beard and/or mustache, it must be clean and adequately trimmed. Hair and beard nets are provided for employees that are dealing directly with marijuana.

Perfumes, colognes, and other strong scents should not be worn while at work, as others may have sensitivities to these products.

V. Crime Prevention Techniques

Employees play a vital role in crime prevention. Our Company provides crime prevention steps to ensure our employees, our facilities, our product, and the general public are safe. It is your responsibility to ensure you follow the Companies crime prevention techniques.

- The Company will ensure at least two employees are on-site from opening until closing. If you are closing the facility make sure you are not walking to your vehicle alone. Immediately notify the Security Director if you see anything suspicious in the parking lot.
- Provide excellent customer service. This makes it harder and slower for a potential robber to reach cash or merchandise in the store and increases the likelihood of apprehension.
- The Company will install, maintain, and provide monitoring of a video surveillance system and alarm system to monitor the premises 24/7.
- Know where your panic buttons are located! If you don't know, ask your Manager. Always press the panic button if you are in danger or if you feel threatened.
- At the end of operating hours, all Medical cannabis should be inventoried and accounted. Handle all cannabis with another employee, do not do inventory alone at the end of operating hours.
- Ensure you are properly storing Medical cannabis and cash in the safe or vault for safe overnight storage. Ensure you are with another employee or your Manager when moving product or cash in or out of the facility.

- The Company will implement an access control system and procedures to keep unauthorized persons out of restricted areas. Know where you have access and when you need someone to provide you access to a specific area.
- Your Manager will provide you on-site training as a new employees on robbery awareness procedures and will repeat this training annually with you.
- The Company will ensure the premises is maintained and that trash are removed from the property daily. This prevents the business from attracting crime since properties that appear neglected often become targets for criminals.
- The Company will ensure the entire property, including the parking lot and interior of the business, is well lit during hours of darkness.
- Notify the Security Manager or your Manager if you see anything that needs to be addressed to ensure your safety and the safety of your peers.
- Display cases should always be empty during non-operating hours. Our Company will not cover the cases. This will deter thieves from thinking they can steal product.
- Video surveillance will be placed around the perimeter of the facility, highly visible and will be pointed at all entrances, the parking lot, and sides, and the back of the facility. The Company will have signage stating the facility is under video surveillance to let potential criminals know the property is under surveillance.
- Video footage will be monitored by a third party company and an onsite security guard. The Security guard will have access to the video monitors from within the facility and will patrol the facility at irregular intervals.
- The Company's alarm system will be tested regularly to ensure the system is working properly.
- The Company will leave more interior and exterior lights on than normal. It is well known that lighting discourages criminal acts and does not allow them to commit crimes under the cover of darkness.

Diversion measures are also part our of our crime prevention techniques. We rely on our employees, and our security team to ensure diversion does not take place within any of our facilities.

- Identification is verified on the premises to ensure that only individuals that are allowed on the premises have access and all individuals have shown identification to verify age, name, and the reason for being at the facility. Patient information is verified through the state system and is verified upon check in at our facility.
- Any employee who has diverted marijuana is immediately dismissed and reported to law enforcement and to the Commission.
- All employees involved in the handling and sale of Medical cannabis will complete a training program with a curriculum covering diversion prevention and prevention of sales to minors. Our Company will utilize a third-party training Company, Cannabis Trainers, to provide employees with tools they need to prevent diversion and to learn crime prevention techniques.
- Our Company will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of cannabis, and will include the warning statements required by the Commission's regulations affixed to all applicable products. Our products will also have child-resistant, tamper proof packaging used for Medical cannabis products.
- Our Company maintain real-time inventory, and tracking and tagging all marijuana seeds, clones, and plants using the state mandated seed-to-sale methodology in a form and manner to be approved by the Commission.
- All Marijuana waste will be processed, documented, and will ensure the waste will be unrecognizable as to not attract any criminals.

We require compliance with all safety, security, anti-diversion and administrative requirements that can help eliminate or reduce the chance of diversion, theft, and loss from occurring. Our Company policies and procedures that require:

- No personal bags or other containers are allowed in any area containing marijuana.
- Lockers or a storage area will be provided to all employees for the storage of personal clothing, bags and other accessories.
- Uniforms/Clothing is not overly loose fitting and has a limited number of pockets, if any.
- Frequent audits of all marijuana products in the facility, including surprise audits of certain rooms or areas.

Theft/Diversion/Loss

The prevention of theft/diversion/loss is essential to the success of the Company. Prevention of theft/diversion/loss is the responsibility of every employee.

- Employees are required to report known or suspected incidents of theft/diversion/loss by employees and visitors.
- All suspected incidents of theft/diversion/loss will be thoroughly investigated.
- Suspicion of theft/diversion/loss may arise from a variety of circumstances, including, but not limited to, the following:
    - A witnessed incident of probable theft/diversion/loss.
    - Behaviors that may indicate an impaired individual.
    - Suspicious activity identified during routine monitoring and/or proactive surveillance.
- Self-disclosure of theft/diversion/loss by an individual.
- Discrepancies in inventories.
- Notification of suspected theft/diversion/loss from an external source, such as local law enforcement or a family member of a suspected drug diverter.
- Unusual patient transactions.

Any employee who reports suspected theft/diversion or loss honestly and in good faith will be protected from retaliation. The CEO and Security Director will manage the investigation of all reports of suspected theft/diversion/loss. The executive management team will receive prompt notification of incidents of probable theft/diversion/loss. Diversion or theft by an employee will result in immediate termination and will be reported to all appropriate government, licensing, regulatory, and law enforcement agencies. Data relating to theft/diversion/loss reports and investigations will be analyzed to identify trends and opportunities for potential improvement in security operations.

Identifying Retail Diversion of Medical Cannabis

The diversion of medical cannabis from patients to anyone else will be identified and investigated. Our Company acknowledges that as a retail dispensary, cannabis and cannabis products are to be dispensed to that patient and not diverted to others.

- All employees working in the facility will be trained on identifying diversion.
- All Certified Dispensers and General Managers should be cognizant of the following when completing transactions with patients;
    - Unusual or large transactions including multiple transactions in a short period of time, transactions for large amounts, transactions that differ from the patient or caregivers normal ordering protocol.
    - Statements from patients or caregivers indicating that the product may be diverted to others.
- All Security guards, Certified Dispensers, and General Managers will be cognizant of the activity outside of the facility, such as the parking lot including;
    - The exchange of money between individuals outside of the facility.
    - Patients interacting with others outside of the facility that they did not travel with.
    - Vehicles or persons outside of the facility that do not enter the facility.

- If an employee witnesses' signs of possible diversion of any marijuana products, they will immediately notify a member of the management team. Managers will evaluate the situation and take the next steps;
    - Have the employee file an incident report to the Compliance Manager or Security Manager.
    - Investigate the incident further and file an incident report to the Compliance Manager or Security Manager.
    - If there is clear evidence of patient diversion contact local law enforcement and the Commission and file an incident report with the local law enforcement.
    - The Security Manager will investigate any report of customer diversion.

VI. Job Descriptions

Written job descriptions must be acknowledged by each employee and will become a part of the employee's personnel file. Job descriptions are subject to change.

CHIEF EXECUTIVE OFFICER	
AUTHORITY	The Chief Executive Officer has the authority to set the vision, strategy, goals, objectives, organization, structure, communications, and culture of the organization. This authority requires ultimate accountability for the success of the organization and its compliance with applicable laws and regulations.
DUTIES	• Accountability to every party that interacts with the organization: Shareholders, Regulators, Employees, Customers and Suppliers • Develop the vision, mission, goals, and objectives of the organization with the Board of Directors, and exemplify, communicate, and execute them with vigor and integrity • Develop the company's culture and instill it in all employees • Select, Develop, Organize and Lead the Senior Management Team to operate the company in accordance with direction of the Board • Report to the board of directors and keep them informed • Execute all legal and regulatory requirements

CHIEF EXECUTIVE OFFICER	
	• Act as final arbiter of all decisions by/for the organization, with ultimate responsibility for all those made at every level • Allocate Resources to optimize growth, financial performance and longevity of Organization • Represent the organization as required, including attendance of important functions, industry events and public meetings and act as its spokesperson
QUALIFICATIONS	• Bachelor's or Masters' Degree in Business • 5+ years of C-level leadership role in cannabis industry • 20+ years professional experience in senior executive leadership roles • Proven track record of success in organizing, building, managing and scaling a profitable business from inception that is a trusted brand, business partner, and preferred participant in the community at large

VP, Cultivation

VP, CULTIVATION	
AUTHORITY	Authority to plan, lead, organize and control the entirety of the cultivation process, including the design/development of Greenhouse environments, IPM programs, Nutrient programs, Automation systems, Scheduling, Staffing, Genetics, Harvesting, Trimming and Drying of cannabis plants. This authority includes full accountabilities for all plants, plant movements, batching, tagging, and custody reporting via METRC.
DUTIES	• Plan, lead, organize and control the cultivation process from selection of genetics through to harvest, trim and dry. • Design and implement cultivation procedures, standards, methods and protocols. • Staff and oversee all phases of cultivation process including cloning, transplanting, feeding, cropping, flushing, spraying and trimming. • Set production goals, labor and material budgets in conjunction

VP, CULTIVATION	
	with the leadership team and communicate them to all key labor personnel. • Analyze, report and maximize net yield, labor productivity and cost per gram. • Communicate production or quality concerns to the leadership team in a timely manner. • Ensure all cultivation processes including but not limited to pre and post-harvest work areas are maintained according to the Company's Standard Operating Procedures. • Schedule preventative maintenance to ensure highest quality yields and minimize loss. • Provide process and system analysis for ongoing, continuous improvement initiatives. • Oversee plant tag inventory, internal audits, inventory input tracking, product reconciliations, and waste disposal as required by METRC and the company ERP system. • Maintain all employee, IPM and maintenance records for the cultivation department. • Ensure systemic compliance with state, local, and industry compliance requirements and regulations. • Assist state and local government auditors and law enforcement with inventory, sales, and compliance audits.
QUALIFICATIONS	• Bachelor's degree, preferably in Plant Sciences and/or Agriculture related disciplines • 10+ years of leadership experience in commercial horticulture or agronomic production in greenhouse environments • 5+ years of experience with automated systems (e.g., Priva, Argus) • 5+ year of experience diagnosing, preventing and treating plant health issues

VP, Production

VP, PRODUCTION	
AUTHORITY	Authority to set Production Goals, select and implement Production Methods, Processes, and Equipment and oversee the operation of the facility. This authority requires accountability for output, quality, consistency, and cost of the entire supply chain.
DUTIES	• Lead, Plan, Organize and Control all operations in the Production Facility. • Select, Train, Develop, Mentor, and Guide Managers and other employees of the organization to achieve success. • Design, Build, and Implement the Production Facility, Processes, Methods, Measures, and Staffing. • Design, Implement, and Analyze Production statistics and report them to the Chief Executive Officer. • Manage all functionality related to Extraction, Processing, and Manufacturing (including Packaging). • Ensure all operational deadlines are met. • Establish and Manage vendor relationships/schedules • Ensure all operations meet and exceed state and local compliance and our established Standard Operating Procedures. • Be a visible, involved, and engaged leader to support employees throughout the Company.
QUALIFICATIONS	• Bachelor's Degree • 5+ years' experience in Regulated Industry Manufacturing • 3+ years' experience in Cannabis Industry Processing

VP, Retail

VP, RETAIL	
AUTHORITY	Authority to Design, Direct, and Manage Retail Dispensary Operations. This authority requires accountability for Compliance, Patient Satisfaction, and Retail Operating Results.
DUTIES	• Plan, Lead, Organize, and Control Dispensary operations across multiple retail locations

VP, RETAIL	
	• Select, Train, Develop, and Mentor General Managers, Certified Dispensers, and other key retail personnel. • Oversee the day-to-day operations of the dispensary and retail facilities, managing key staff including but not limited to sales, patient services, customer experience, inventory, community relations, and state and local compliance. • Design, Implement, Manage and Measure retail standard operating procedures, performance goals, and marketing campaigns. • Regularly provide internal audits and inspections to ensure compliance. • Design, Develop, Deploy and Monitor retail KPI's and reporting.
QUALIFICATIONS	• 5+ years of Retail Management Experience • 2+ years of Cannabis Retail (Dispensary) Experience • Experience in Dispensary Compliance, Security and Cash Management

Medical Director

MEDICAL DIRECTOR	
AUTHORITY	Authority to oversee development of medical cannabis products as well as hiring, training, and evaluation of certified dispensers. Authority to audit, review, modify, and implement processes and procedures as required to ensure safety of all products and dispensary operations. This authority requires accountability for the safety, efficacy and compliance of all medical cannabis products.
DUTIES	• Mentor the Director of Retail, Dispensary Managers, and Certified Dispensers. • Implement relevant processes and procedures, represent medical safety reviews for audits and inspections. • Contribute to safety reports, evaluations and risk management assessments regarding our products and services to patients and

MEDICAL DIRECTOR	
	caregivers. • Attend safety meetings and make any necessary recommendations for the prioritization of safety concerns. • Develop and provide training within specific areas of knowledge. • Coordinate and communicate with all levels of the organization to ensure processes are compliant with all regulatory requirements. • Regularly provide internal audits and inspections to ensure compliance. Interact with the Executive Management team on all business areas.
QUALIFICATIONS	• Medical Doctor, Doctor of Osteopathy or ARNP • Experience treating patients suffering from Autism Spectrum Disorder (ASD), cancer-related cachexia, nausea or vomiting, weight loss, or chronic pain, Crohn's Disease, depression, epilepsy or a condition causing seizures, HIV/AIDS-related nausea or weight loss, panic disorder, Parkinson's disease, persistent nausea that is not significantly responsive to traditional treatment, except for nausea related to pregnancy, cannabis-induced cyclical vomiting syndrome, or cannabinoid hyperemesis syndrome, Post Traumatic Stress Disorder (PTSD), Sickle Cell Anemia, spasticity associated with a motor neuron disease, including Amyotrophic Lateral Sclerosis, spasticity associated with Multiple Sclerosis or a spinal cord injury, terminal illness, Tourette's Syndrome, or conditions causing chronic or intractable pain in which conventional therapeutic intervention and opiate therapy is contraindicated or has proved ineffective.

Security Director

SECURITY DIRECTOR	
AUTHORITY	Authority to design, develop, implement, and execute all aspects of security for the organization. This authority includes full

SECURITY DIRECTOR	
	accountability for safety and security of personnel, property, equipment, and assets of the organization. Authority to impose restrictions on personnel, equipment, access, and operations as required to ensure safety and security.
DUTIES	• Direct and oversee physical safety and security of the facilities, property and people including employees, vendors, contractors, patients, caregivers and visitors. • Perform Security Audits - Patrol, survey, and inspect property to guard against theft, fire, accidents, and vandalism. • Review camera footage regularly, ensure all security guards are manning their respective posts, authenticating all personnel on site, and welcoming patients/visitors. • Responsible for the communication with all officials (including but not limited to the AMCC, local Police, and Fire Department). • Build and manage a security team to provide exemplary security coverage. • Advise Executive Management, inspectors, the AMCC, and local leaders on security incidents/threats, and propose and recommend new technology, identify trends, and concerns, implement solutions and countermeasures. • Develop, coordinate, and conduct safety and security training, procedures, emergency response drills, and ensure that appropriate personnel are trained to respond to a variety of emergency situations. • Maintain and update the Emergency Response Plans as needed to be consistent with best practices for each Company location. • Develop, implement, and maintain a physical security risk management plan for all employees and facilities. • Develop training plans for security personnel and maintenance of security training records.

SECURITY DIRECTOR	
	• Conduct ongoing security evaluations and audits on and off hours to ensure constant improvement and compliance. • Monitor and authorize entrance and departure of employees, visitors, vendors, Commission members, inspection personnel and other persons to guard against them and maintain security of premises. • Respond to applicable alarms in a timely and effective manner – Ensure the Security Guard is trained to respond to any emergency response. Be the Emergency Response point of contact for local police, fire, and EMT in lieu of the Security Guard. • Review, approve and submit incident reports of daily activities and irregularities such as equipment or property damage, theft, presence of unauthorized persons, incidents, or unusual occurrences. Work with the Security Guards to ensure incident reports are accurate. Partner and work with local law enforcement, the Commission and inspection personnel as needed. • Maintain company standards of safety and security. • May be required to perform other duties as required.
QUALIFICATIONS	• 5+ years' experience in security management and performing supervisory responsibilities or highly responsible work relating to tasks assigned to this position. • Demonstrated knowledge of Professional Protection Best Practices. • Any professionally recognized certifications in the security related field. • Strong time management, record keeping, analytical and problem-solving skill. • First Aid, CPR, and AED certified.

Compliance Director

COMPLIANCE DIRECTOR	
AUTHORITY	Full authority to ensure the organization's compliance with all applicable laws and regulations, with particular emphasis on proactive compliance with AMCC rules. This position reports to the CEO but maintains a concurrent independent reporting relationship with the Board of Directors to ensure the authority to enforce compliance at any level of the organization as needed. Further, this role has the independent authority to report, discuss, and resolve and any and all compliance issues with the appropriate regulatory authority.
DUTIES	• Maintain full knowledge of all applicable laws, rules, and regulations. • Establish governance principles and compliance policy. • Establish compliance programs and supporting systems • Develop, deliver, and assess compliance training. • Evaluate and score compliance performance. • Ensure accuracy of Metrc system data for the organization. • Interface with local and state agencies to interpret applicable laws. • Ensure adherence to all applicable laws throughout operations. • Communicate all compliance developments to appropriate staff. • Supervise internal daily, weekly, and monthly inspections of facilities. • Develop and administer compliance audit checklists and preventative maintenance reviews within company-supported software. • Coordinate ongoing engagement with third party auditors. • Work with finance and security teams to ensure cross-functional adherence to all regulations. • Report the status of facility regulatory compliance to all appropriate management team members.

COMPLIANCE DIRECTOR	
	• Assist state and local government auditors and law enforcement with inventory, sales, facilities, and compliance audits.
QUALIFICATIONS	• Bachelor's degree required • Juris Doctorate or similar advanced degree preferred • 4+ experience in a legal, consulting, or regulatory affairs role required • Specific experience in the cannabis industry is a plus • Excellent problem-solving, time management, written, and verbal communication skills • Highly organized and detail oriented

Cultivation Manager

CULTIVATION MANAGER	
AUTHORITY	Authority to manage daily cultivation operations including: all plant fertigation, environmental, movements, maintenance, IPM, harvesting, and trimming. Authority to plan daily staffing, personnel, assignments, responsibilities, and reporting.
DUTIES	• Manage the cultivation process in a controlled environment. • Schedule and organize all cultivation activities, including staff scheduling, plant movements, fertigation, plant maintenance, IPM and harvest/trim activities. • Ensure complete control and accountability for all plant inventory in Metrc. • Document and execute a preventative maintenance regimen, maximizing the possibility of a successful harvest. • Maintain and improve operational policies for plant care and health/safety procedures. • Ensure consistent ongoing compliance, implement compliance procedures and lead/train staff on policies and procedures. • Maintain a safe, clean, and organized work environment.

CULTIVATION MANAGER	
QUALIFICATIONS	• Expert level knowledge of grow mediums, nutrient regimens, cultivation methodologies, environmental requirements, and cultivation techniques. • Experience with operating and maintaining greenhouse, automation, trimming, and drying equipment with a working knowledge of HVAC, electrical, and plumbing systems. • Experience with large-scale fertigation and nutrient management systems. • Experience with Metrc.

Processing Manager

PROCESSING MANAGER	
AUTHORITY	Authority to manage all aspects of processing from raw plant material to finished concentrate. Authority to plan, develop, and implement all extraction processes, handling, storage, transfer, tracking, and maintenance of the extraction lab. Authority to hire, train, manage, and evaluate extraction techs. Accountability to ensure all products tracked in Metrc and are compliant with all applicable regulations and requirements.
DUTIES	• Oversee chemistry-related initiatives and development of products. • Oversee research and development to isolate biological active compounds from our plants. • Manage the process to further characterize these compounds. • Optimize the extraction of active components from plant samples via a variety of Company extraction techniques. • Manage the extraction lab, equipment, materials, and Extraction Technicians daily. • Ensure Extraction Technicians are washing and sterilizing laboratory glassware and equipment properly.

PROCESSING MANAGER	
	• Maintain lab processing equipment and ensure the extraction lab operates in a clean, organized manner meeting Good Manufacturing Practices. • Perform administrative tasks such as documenting machine maintenance, procuring equipment, and improving or developing safety guidelines for equipment use to ensure Good Quality Practices are being implemented. • Maintain records of product and inventory within Metrc. • Understand and execute within state and local regulations. • Maintain staff by hiring and training employees. • Promote a culture of safety.
QUALIFICATIONS	• Bachelor's Degree (Master's preferred) in organic chemistry or botanical extraction related field • 2 years of experience in a botanical extraction • Knowledge of extraction and processing equipment operations and repairs • Knowledge of Ethanol extraction methods • Proficient with Metrc and MS Office • Ability to read and use schematics related to manufacturing equipment.

Manufacturing Manager

MANUFACTURING MANAGER	
AUTHORITY	Authority to oversee daily operations of the Manufacturing process in the Production Facility. Authority to plan, execute, staff and schedule production processes. This authority requires accountability for compliance with all AMCC Regulations related to packaging and labeling, operational efficiency, and maintenance of all facilities/equipment.
DUTIES	• Establish goals for production, coordinate a plan to meet those goals and ensure production stays on schedule. • Assure products meet quality standards and conforms to the Bill

MANUFACTURING MANAGER	
	of Materials and Work Order. • Write production reports and analyze production data to optimize for efficiency. • Direct an efficient layout of equipment and flow of materials. • Ensure workers and equipment meet performance and safety requirements. • Hire, train, and assess the performance of workers. • Support workers as questions, concerns, or feedback arises. • Adhere to the Company's standards and practices set forth in the business plan and operating plans. • Ensure, above all else, the safety of all systems and personnel. • Ensure production information is correctly uploaded to Metrc through daily reconciliation and reporting.
QUALIFICATIONS	• 3+ years of Supervisory Experience • 5+ years of Manufacturing Experience

Dispensary General Manager

GENERAL MANAGER	
AUTHORITY	Authority to oversee day-to-day operations of a dispensary, including staffing, scheduling, procedures, marketing, promotions, and customer service. This authority requires accountability for compliance with all regulations, building appearance/cleanliness, comfort, functionality, safety, security, and customer experience.
DUTIES	• Select, Train, Develop, Mentor and Guide dispensary staff. • Schedule staff to ensure sufficient staffing for customer demand. • Coordinate and facilitate all the dispensary inventory level, stocking, merchandising, transactions, customer service, and reporting. • Plans, identifies, communicates, and delegates responsibilities to the certified dispensers to ensure a smooth flow of operations within the dispensary. • Drive the implementation of company programs by motivating

GENERAL MANAGER	
	the certified dispensers to implement plans that meet objectives. • Utilize Metrc and Cova POS to ensure accurate inventory and transaction reporting, perform daily reconciliations to identify and address issues. • Ensures compliance with all AMCC laws and regulations. • Manages community relationships to ensure a positive relationship with local officials.
QUALIFICATIONS	• 3+ years of Retail Management Experience

Cultivation Tech

CULTIVATION TECH	
AUTHORITY	Authority to conduct daily "plant touching" operations as directed by the cultivation manager. Authority to make entries in Metrc regarding plant movements, phase changes, location changes, and waste transactions.
DUTIES	• Taking Rooting Cuttings - Prepare cuttings for rooting media, maintain rooting conditions (humidity, media moisture, etc.), document strains, procedures, and data. • Mother Plant Maintenance - Top, prune, and replace mother plants to maintain healthy canopy growth and healthy clone stock. • Pot and Transplant - Prepare soil mixtures, initial propagation planting, plant transplanting, and transfer of plants. • Prune Vegetative and Flowering Plants - Top and prune plants consistent with company policy to achieve a hygienic garden and better overall yields. • Conduct general scouting during normal cultivation activities for potential contaminants or pests. • Trellis - Ensure appropriate plant structure and canopy support to maximize yields. • Harvest - Harvest prep, harvest plants, hang plants to dry. • Trim/Post Processing – Buck fresh harvest material, hand trim

CULTIVATION TECH	
	when necessary. • Maintain the cleanliness of grow areas, clean, and prepare cultivation areas for next cycle, reload next cycle of plants. • Assist in monitoring and documenting plant growth and environmental data. • Assist in bucking fresh harvest material or dry material in order to maintain production schedule. • General work required to maintain production standards and quality of worksite. • Make entries in Metrc for any and all plant activities including cloning, location Δ, phase Δ, harvest, maintenance, and destruction.
QUALIFICATIONS	• H.S. Graduate or GED • 2+ years in commercial horticulture preferred • Utilize computer and scan gun for METRC, CannaBusinessERP

Harvest Tech

HARVEST TECH	
AUTHORITY	Authority to Harvest, Trim and Put Away (for Dry) cannabis plants in accordance with the schedule promulgated by the Cultivation Manager. Authority to record all harvested plant information in ERP system for upload to Metrc. This authority requires accountability for accuracy of harvest batch dates, identification, weights, and counts in Metrc.
DUTIES	• Cut and Hang plants to be harvested. • Transport plants to Trim Area. • Clean and sanitize bench for replanting. • Setup Harvest Batch in ERP/Metrc. • Record Wet Weight of each plant in ERP/Metrc. • Remove fan leaves from plants. • Setup, Load, and Operate Bucking machines to buck each plant to separate colas from stalks/stems.

HARVEST TECH	
	• Place colas on trays to be dried and rack trays. • Group and label trays by harvest and place in Dry Room. • Set and initiate Dry Cycle. • Clean all equipment and work areas.
QUALIFICATIONS	• Qualify for employment pursuant to AMCC badging requirements

Extraction Technician (EtOH)

EXTRACTION TECH	
AUTHORITY	Authority to operate extraction equipment in accordance with instructions of the Extraction Manager. This authority requires accountability for all input biomass, extracted output, and production batching, recording, labeling, and reconciliation in ERP/Metrc.

DUTIES	• Track Transfers, Testing, Production Batch, Yields, Oil, and Distillate transaction in Metrc.
	• Material storage, prep and inventory tracking.
	• Transfer & Grind biomass for extraction.
	• Safely manage, transfer and handle EtOH.
	• Load, Configure and Operate EtOH extraction equipment, including:
	  ○ Mobius Grinder
	  ○ CUP-5 EtOH Extractor
	  ○ Filtration Skid
	  ○ Reactor
	  ○ Rotary Evaporator
	  ○ Glass Thin-Film Still
	• Operate light lab equipment.
	• Clean and maintain Extraction equipment.
	• Maintain a clean and hygienic extraction lab.
	• Record production data.
	• Quality control and general product quality grading.

EXTRACTION TECH	
	• Final product weighing and packaging. • Prepare samples for State Laboratory Testing.
QUALIFICATIONS	• H.S Graduate or GED, Bachelor's degree preferred • 2+ years of lab experience preferred • Utilize computer for METRC, Canna BusinessERP, MS Office • Extraction experience preferred • Self-starter with accountability and effective time management • Organized and responsible

Manufacturing Tech

MANUFACTURING TECH	
AUTHORITY	Authority to prepare, package, label, case and organize packaged medical cannabis products. This authority requires accountability for compliance with all AMCC standards for packaging and labeling, as well as completeness and accuracy of production batch information in ERP/Metrc.
DUTIES	• Print labels and load filling/labeling machines. • Performing assigned product fill, label and assembly tasks. • Safely operate filling and labeling Equipment. • Conduct quality checks on the fill weights, label placement, label accuracy and compliance. • Adding finishing touches to the appearance of components. • Optimizing production efficiency by adjusting machinery and equipment settings as needed. • Performing minor repairs and reporting breakdowns in a timely manner. • Keeping equipment maintenance logs, as well as maintaining a safe and tidy work environment. • Updating production data in ERP/METRC and writing incident reports, if relevant.

MANUFACTURING TECH	
QUALIFICATIONS	• High school diploma or GED • Working knowledge of computers and office software. • Strong technical and mechanical aptitude.

Certified Dispenser

CERTIFIED DISPENSER	
AUTHORITY	Authority to ensure the safe and accurate dispensing of medical cannabis to a registered qualified patient or registered caregiver at the dispensary. Authority to record transactions in Cova Point-of-Sale system to track and sell medical cannabis. This authority requires accountability for products dispensed, patient dispensing records, and accuracy of patient/transaction information in Cova POS and Metrc.

DUTIES	• Scan and validate patient or caregiver's identification documents.
	• Dispense the type and amount recommended in the physician certification, and that the amount recommended will not exceed the 60-day daily dosage purchasing limit.
	• Enter information into Cova POS, the patient registry and Metrc as required by 583-x-8-.03.
	• Provide instructions, education and information on:
	  ○ proper administration of medical cannabis
	  ○ potential side effects
	  ○ potential drug interactions
	  ○ any other aspect of medical cannabis
	• Process patient and caregivers' payments using the dispensary's Cova Point-of-sale system.
	• Allocate the appropriate amount and appropriate sum of taxes for the sale of medical cannabis.
	• Staying abreast of new additions to our cannabis product line as well as the industry's trends through training and research.
	• Ensure the dispensary is clean and well organized.

CERTIFIED DISPENSER	
	• Conduct inventory and reconciliations of medical cannabis products and ensure the sales floor is adequately stocked. • Work closely with the Dispensary Manager to comply with the Company's Standard Operating Procedures including but not limited to the contamination and recall plan, the confidential information and cybersecurity plan, the waste disposal plan, and the security plan.
QUALIFICATIONS	• 2 years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field. • pass a medical cannabis foundations training course as required by the Commission. • Annually, in addition to the Commission's continuing education requirement for all employees a certified dispenser must undergo not fewer than ten (10) hours of continuing education approved by the Commission.

Security Guard

SECURITY GUARD	
AUTHORITY	Authority to ensure the safety of all employees, visitors, patients, caregivers, products, facilities, and the general public subject to the direction and command of the Director of Security.
DUTIES	• Identify, respond, and resolve any security issues or concerns. • Maintain internal and perimeter security of the building. • Maintain a safe and secure environment for all patients, guests, employees, and vendors. • Conduct facility wide audits, document, and report to the Director of Security.

SECURITY GUARD	
	• Inspect and patrol premises regularly for security and safety issues. • Monitor all access and egress points on the property. • Assist with checking in employees, patients, caregivers, inspectors, the Commission, local authorities, and vendors to the facility. • Authorize entrance of people and vehicles. • Review surveillance cameras daily, weekly, and monthly. • Respond to applicable alarms in a timely and effective manner - Be the Emergency Response point of contact for local police, fire, EMT. • Submit daily surveillance reports to the Director of Security. • Report any suspicious behaviors or activities and submit and maintain records of all reports. • Execute security protocol and procedures. • Evaluate facility workflow and continually assess it in the interest of safety. • Provide feedback to Director of Security toward best practice improvements for all procedures. • Specify and order equipment required for company security. • When necessary, document incident reports compliant with state and local regulations. • Ensure compliance with all local, state, and industry security regulations.
QUALIFICATIONS	• 2+ years' experience in security position, performing responsibilities or highly responsible work relating to the safety of products, people, and facilities.

SECURITY GUARD	
	• Any professionally recognized certifications in the security related field. • Training in First Aid and or CPR certification is preferred.

Secure Transporter

SECURE TRANSPORTER	
AUTHORITY	Authority to transport medical cannabis as directed by the Director of Security or Manufacturing Manager. This authority requires accountability for all medical cannabis from embarkation to delivery with a signed acceptance of the delivery manifest.
DUTIES	• Responsible for the safe operation, usage and maintenance of the assigned vehicle and adherence with local traffic laws. • Transport cannabis in a safe, efficient, and professional manner from and to licensees' facilities. • Ensures all duties associated with secure transport of medical cannabis. • Route Planning with the Director of Security. • Preparation and/or review of manifest in Metrc to ensure all required information is present and correct. • Reconcile physical inventory at embarkation against the Metrc manifest, sales invoice and delivery plan and in accordance with an approved security plan. • Ensure a moisture- and temperature-controlled environment to avoid deterioration or loss of efficacy of the cargo. • Ensure manifest is signed by an authorized employee of the receiving facility at drop off, and return any rejected product to its origination point. • Responsible for accounting for each trip, record-keeping and attendant paperwork in the Vehicle Log Book. • Report any problems identified in the vehicle. • Report and advise on any risks and/or incidents that may impact

SECURE TRANSPORTER	
	relating to travel, safety and security.
QUALIFICATIONS	• Valid driver's license with no moving violations or suspensions in past 5 years • At least 21 years of age and have a minimum of 3 years of driving experience • 2+ years' experience in security position, performing responsibilities or highly responsible work relating to the safety of products, people and facilities • Any professionally recognized certifications in the security related field

Pay Procedures

Employees are paid bi-weekly on Fridays. Employees are paid one week in arears. To facilitate payroll, all payments are made by direct deposit. Employees will receive an advanced verification of each payment via e-mail.

Record Keeping

A timesheet is required for all employees. The timesheet must account for all time during the pay period by category such as regular time, overtime, holiday time and paid time off. Timesheets must be accurate and must be maintained on a daily basis.

The employee must sign the timesheet as verification that the hours recorded reflect the actual hours the employee worked. Timesheets should be turned in by each employee to their supervisor on the first working day after each pay period ends.

All employees should complete a leave request form when requesting time off. This form should be signed by the employee's immediate supervisor and given to the Chief Operating Officer prior to taking the time off.

Holiday and Overtime Pay

Employees who have completed the 90-day Probationary Period will be compensated for the Paid Holidays. The Company recognizes that employees may be working on Paid Holidays and if so, full-time employees working on a Paid Holiday will receive 1.5 times the employee's current hourly rate, "Holiday Pay." To receive Holiday Pay, the employee must work the regularly scheduled workday before and after the Paid Holiday. In addition, employees working on Memorial Day or Labor Day shall receive "Holiday Pay."

Overtime pay at the rate 1.5 times the employee's current hourly rate will be paid to non-exempt employees who work more than 40 hours during a seven-day work week. For purposes of calculating overtime, each workweek stands alone (Sunday through Saturday).

All overtime requires prior approval in writing from the employee's supervisor.

Changes in Personal Data

In the event an employee's name changes, or there are changes in the employee's address, emergency contact information, telephone number, or other important personal information, the employee must report the change in writing to the employee's supervisor. If changes need to be made to an employee's income tax withholding, the employee must complete the appropriate state or federal form and submit it to the Chief Operating Officer. Life insurance beneficiary changes or changes in health insurance coverage require completion of the appropriate form by the employee that is available from the Chief Operating Officer. Changes in an employee's name must be verified by a new Social Security card.

Rehire of Former Employees

If an employee is terminated or voluntarily resigns and is subsequently rehired, benefits are based on the rehire date.

Classification of Employees

The Company has three general classifications of employees. Classifications are based upon the number of hours regularly worked each week. An employee's benefits are determined on the basis of the employee's classification. The three classifications are:

Full-time:

A full-time regular employee is regularly scheduled and paid for at least 32 hours each week.

Part-time Regular:

A part-time regular employee is regularly scheduled to work less than 32 hours per week. A part-time regular employee is not eligible for benefits, such as time-off, health care insurance and life insurance.

Temporary:

An employee that is hired on a temporary basis. Temporary employees are not eligible for benefits.

An employee is considered full-time and is eligible for time-off benefits outlined in the next section of this Handbook on the basis of 32 paid hours each week (not an average of 32 hours and not based solely on scheduled hours).

Status Changes

Full-time status to Part-time status:

A full-time employee who becomes a part-time employee is still entitled to receive carryover time off and any earned time off for the current year. Carryover time off (if any) must be spent within the next twelve (12) months after the full-time employee becomes a part-time employee. In the event an employee has taken more time off than earned, the employee's paycheck will be adjusted for any time-off taken in excess of earned amounts.

Part-time status to Full-time status

When a part-time employee changes to full-time status, the employee must complete the 90-day probationary period before any time off can be taken. Benefits begin with the date of full-time status.

VII. Company Vehicles

Company vehicles are provided for use in conducting company business. Prior to operating a company vehicle, the Company's insurance carrier must complete and receive a favorable driver background check with the Department of Motor Vehicles. Company vehicle use is

subject to the approval of the employee's supervisor and meeting the requirement of the Alabama Medical Cannabis Commission.

VIII. Reporting Accidents

Our Company considers job safety to be important and employees are expected to put forth best efforts to maintain safe and healthy working habits. All employees are protected by the Workers' Compensation insurance plan, the administration of which is based upon state-regulated qualifications. No matter how insignificant an on-the-job injury may seem at the time of occurrence, employees must report any such injury or illness to a supervisor immediately. Employee suggestions for workplace safety are encouraged and should be brought to the attention of the supervisor.

IX. Open Door Policy

The Company believes that open communication between employees and management is critical to the company's continued success. The Company also believes that by working together we can resolve most differences that arise and can find ways to improve how we all do our jobs. Employees are therefore encouraged to raise any questions, concerns, or suggestions they may have with their supervisor or another member of management.

If an employee still has questions after meeting with your supervisor or another member of management and the employee would like further clarification on the matter, a meeting may be requested with your department manager. They will review your concerns and meet with the employee to discuss possible solutions. If the employee still has questions after meeting with your department manager, the employee may request a meeting with the CEO. The CEO will review your concerns and meet with the employee to discuss possible solutions.

X. Equal Employment Opportunity

Our Company provides equal opportunity in all areas of employment practices and does not discriminate against any employee, applicants, contractors, or customers on the basis of protected characteristics. Employment decisions will be based on factors consistent with the principles of equal employment. Similarly, personnel matters such as compensation,

benefits, and training programs will be administered without regard to protected characteristics.

XI. Non-Discrimination Policy

Our Company is committed to providing a workplace that is free of discrimination and harassment. This procedure applies to present and former employees of our Company (and includes customers for services, vendors, contractors, and volunteers).

Our Company is committed to a work environment in which all individuals are treated with respect and dignity. Therefore, discrimination or harassment based on age, race, gender, color, religion, national origin, disability, genetic information, sexual orientation, covered veteran status, or any other characteristics protected under state, federal, or local law will not be tolerated. This policy applies to all applicants, employees, students, guests, vendors, and persons doing business with the Integrated Facility.

Anti-Harassment Policy

Our Company strictly prohibits and will not tolerate unlawful harassment resulting from a protected characteristic. Protected characteristics as used here means alienage, age, color, disability, gender, genetic information or family medical history, pregnancy and pregnancy-related conditions, religion, sexual orientation or identity, status as a veteran or current or prospective member of a uniformed service, or any other classification protected by federal, state, or local law.

Examples of prohibited harassment include, but are not limited to, the following:

- Derogatory or intimidating conduct or language including, but not limited to jokes, pranks, slurs, or epithets.
- Displaying or circulating in the workplace, including through social media, any written, electronic, or graphic material that denigrates or shows hostility or aversion toward an individual or group with protected characteristics.
- Verbal or physical conduct of a sexual nature, including but not limited to unwelcome advances or touching, requests for sexual favors, or requests for sexual

or romantic relationships when submission to or rejection of such requests is used as the basis for an employment decision.

- Displaying or circulating in the workplace, including through social media, any written, electronic, or graphic material that include innuendoes, jokes, comments, slurs, or graphic commentary about an individual's body which are either sexual or directed at a person's gender, or
- Other conduct that creates an intimidating, hostile, or offensive environment on the basis of a protected characteristic.

An employee who experiences, observes, or learns of potential prohibited harassment is expected to notify immediately the employee's supervisor or the CEO. Our Company will promptly investigate all reports of prohibited harassment and will take appropriate steps to end the harassment, as appropriate. Complaints will be treated confidentially to the extent possible, although information may be disclosed as needed to conduct an effective investigation or take appropriate corrective action. All employees are expected to cooperate with an investigation into prohibited harassment.

Our Company will not permit intimidation, harassment, discrimination, or retaliation against an individual who reports a potential violation of policy, assists, or participates in an investigation under this policy, or opposes harassment, discrimination, or retaliation prohibited by this policy. If, however, our Company determines that an employee has provided false information regarding a complaint, disciplinary action, up to and including termination, may be taken against the employee.

XII. Reasonable Accommodations

Our Company complies with the Americans with Disabilities Act, including its duty to provide reasonable accommodations to qualified individuals with disabilities. If a disability affects an employee's job performance, the employee should let the Chief Operating Officer know as soon as possible. The employee and Company will then discuss whether a reasonable accommodation can be provided that will enable the employee to perform the essential functions of the job.

Our Company also will provide a reasonable accommodation for an employee's sincerely held religious belief if the accommodation would resolve a conflict between the employee's religious belief or practice and a work requirement, unless doing so would create an undue hardship for Company.

XIII. Alcohol, Smoke, and Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988, our Company has a commitment to provide a safe, quality -oriented, and productive work environment. It is our desire to provide a drug-free, healthful, and safe workplace. Alcohol and drug abuse pose a threat to the health and safety of our employees, and to the security of the Company's equipment and facilities. For these reasons, our Company has a no tolerance workplace policy.

Policy

To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Being under the influence of alcohol, illegal drugs (as classified under Federal, State, and local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

Prohibited Conduct

While in Company offices and while conducting business-related activities off premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, or required participation in at the employee's expense in a substance abuse rehabilitation or treatment program. Our Company prohibits employees and visitors from engaging in the following activities when they are on duty or conducting Company business or are on Company premises (whether they are working or not):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.

- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential function of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

For purposes of this policy as it relates to the use or possession, other than "Work Required Possession," the term "Work Required Possession" means the possession for work purposes only, of cannabis and any of its component or chemical parts, required to perform an employee's job at a duly licensed facility engaged in the cannabis industry.

While the use of marijuana has been legalized under some state laws, it still remains an illegal drug under Federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. No employee may consume or be under the influence of marijuana while on duty at work. If you have a valid medical cannabis card for medical marijuana, please speak with your Manager for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medical cannabis or other medication that can legally be prescribed under both Federal and State law if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both Federal and State law to treat a disability, inform your manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

<u>Non-smoking Policy</u>

The Company is concerned about the effect that smoking and second-hand smoke inhalation can have on our employees and visitors. Smoking is prohibited on the premises. This policy applies equally to all employees, clients, partners, and visitors.

Questions and Reporting

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor to receive assistance or referrals to appropriate resources in the community. Company health care insurance may, under specific conditions, be amiable for addressing substance dependency.

If you have a reasonable belief that an individual is under the influence of illegal drugs or alcohol during work, you should immediately report it to your manager.

Employees with questions on the policy or issues related to drug or alcohol use in the workplace should raise their concerns with your manager.

XIV. Time off Benefits

Holidays

All full-time regular employees will be paid for all company-designated holidays, provided the employee was in paid status during any portion of the workdays immediately preceding and following the holiday. Part-time regular employees will receive pay for regularly scheduled hours falling on a company-designated holiday. Employees will receive their normal pay for observed holidays.

An annual holiday schedule will be disseminated to all employees upon hire and before the end of each calendar year. Our Company reserves the right to change the holiday schedule.

If any of these holidays fall within an employee's paid time off period, the employee will be paid for the holiday, and it will not be charged against paid time off. Holidays falling on Saturday will usually be observed on the preceding Friday. Holidays falling on Sunday will usually be observed on the following Monday.

Any non-exempt employee, required to work on a company-designated holiday, will be paid for all hours worked; in addition to receiving holiday pay.

Employees will be allowed reasonable time off on special days observed by their religious faith. Time taken will be charged against the employee's paid time off accrual.

XV. Paid Time Off

Time off for each employee is based upon the employee's tenure with Company. Paid Time Off (PTO) is a form of leave with pay that employees earn and may be used for any reason (i.e., illness, vacation, etc.). The purpose of PTO is to protect employees against lost wages due to family emergencies (e.g., personal or family illness, death of a relative or friend) and to provide employees with time off for relaxion and enjoyment. PTO must be approved in advance by an employee's supervisor. PTO is not available during the first ninety (90) days of employment, herein "Probationary Period."

A regular full-time employee (both exempt and non-exempt) will begin to earn PTO from the first day of work. PTO earned during a pay period will be added to the employee's available balance on the last day of the pay period. The maximum PTO available balance is 20 days. Employees will not accrue additional PTO once their balance reaches 20 days.

Employees on paid leave continue to earn PTO. PTO does not accrue:

- Based on overtime, and
- For Part-time and temporary employees.

Employees who leave Company's employment will be paid for 100% of the PTO earned but not taken.

Military Duty

Our Company provides unpaid military leave in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA). Military leave without pay is granted when an employee is recalled, inducted, or voluntarily enters the armed services.

An employee called to active duty is requested to provide the Chief Operating Officer with a copy of the employee's order, if available. The employee may use any available Paid Time Off while receiving military pay but is not required to do so. Employees returning to work from military leave will be reinstated, subject to the provisions of USERRA.

Jury Duty

The Company encourages its employees to perform duties as citizens and provides time off (at regular wages) to all full-time associates for this purpose. This does not apply to cases where the employee is testifying or is subpoenaed on behalf of a personal matter. Advance written notice of jury duty should be provided to the employee's supervisor.

Resignation or Termination

In the event of termination or resignation, Company will pay an employee for unused, earned PTO.

The employee shall be entitled to be paid at their then current earnings rate for (i) 100% of the unused PTO time (if any) carried over from the previous year plus, (ii) a proportionate amount of the PTO time available to the employee for the current calendar year. This proportionate amount is determined by multiplying the total complete months of full-time service in the calendar year of termination or resignation by a fraction - the numerator of which is the number of PTO days available to the employee in the current year and the denominator, which is twelve (12). No Credit shall be given for partial months of service. Further, in the event of resignation or termination, if an employee has used more PTO than earned, then Company shall deduct the difference from the employee's final paycheck.

Family and Medical Leave Act (FMLA)

Full-time and part-time employees at locations with 50 or more employees within a 75-mile radius may be eligible for FMLA leave if they have worked 1,250 hours during the 12 months preceding the requested leave, they have a total of 12 months of service, and they have not already exhausted available FMLA leave. Eligible employees may take FMLA leave per a rolling 12-month period based on the 12 months prior to the commencement of the leave. An employee who takes leave under the provisions of the FMLA must comply with the notice requirements under the Act as well as other Company policies described herein.

Types of FMLA Leave

An eligible employee may take up to 12 weeks of unpaid leave during a rolling 12-month period for the following reasons:

- Birth, Adoption or Foster Care: for incapacity due to pregnancy, prenatal medical care; to care for the employee's child after birth; or placement for adoption or foster care.
- Employee's Own Serious Health Condition: a serious health condition as defined by the FMLA.
- Family Member's Serious Health Condition: to care for the employee's son, daughter, parent, or spouse who has a serious health condition.
- Active-Duty Exigency: qualified exigencies arising out of the fact that the employee's spouse, child, or parent is on, or has been notified of an impending call to, active duty with the Armed Forces, whether as a regular member or a reserve member.

An eligible employee may take up to 26 weeks of unpaid leave during a single 12-month period for the following reason:

- Military Caregiver Leave – to care for a spouse, child, parent or next of kin who is a current member of the Armed Forces, whether as a regular member or a reserve member, or a recent veteran of the Armed Forces, who has a serious injury or illness incurred or aggravated during active duty.

During the single 12-month period during which leave is granted for Military Caregiver Leave, an employee shall only be entitled to a combined total of 26 weeks of leave for both that Military Caregiver leave and FMLA leave taken during that period for any other reason.

Intermittent or Reduced Schedule Leave

In certain circumstances, employees may take FMLA leave intermittently (e.g., in blocks of time) or by reducing their work schedule. In certain circumstances involving foreseeable or scheduled intermittent leave, the Company may temporarily assign an employee to an alternative position with an equivalent pay rate and benefits that better accommodates the employee's approved intermittent or reduced leave schedule. When the need for intermittent or reduced schedule leave is foreseeable based on a planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unreasonably disrupt the operations of the Company.

Procedures for Requesting Family and Medical Leave

To request leave, the employee should notify the Chief Operating Officer and obtain a "Request for Leave" form. This form should be completed and returned to the Chief Operating Officer. An employee using FMLA leave must give written notification and must provide the anticipated timing, duration, and reason for the leave. When the need for Active-Duty Exigency is foreseeable, the employee must provide such advance notice as is reasonable and practicable. When the need for all other types of FMLA leave is foreseeable, an employee must provide at least 30 days' notice of the need for FMLA leave. When this is not practicable due to medical reasons or other warranted conditions, notice should be verbally provided within two business days of when the employee is aware of the need. When the need for leave is foreseeable based on a planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unreasonably disrupt the Company's operations. If an employee fails to give proper notice for foreseeable FMLA leave, the Company may delay leave until at least 30 days after notice is provided.

Certification

The Company may require employees to provide certification or recertification of the need for FMLA leave. Such certifications may be required prior to FMLA leave approval or while on FMLA leave as allowed by law. Failure to furnish appropriate certification within 15 days of request, unless not practicable under the circumstances, may result in leave denial.

Benefits While on Family and Medical Leave

Health insurance benefits will remain in effect while an employee is on leave as long as the employee pays his or her premium or contributions. The Company will notify the employee of how to make premium payments upon approval of FMLA leave. Coverage may be cancelled if the employee fails to pay the employee's premium or contributions; however, coverage will be reinstated upon the employee's return from leave. FMLA leave will not cause an employee to incur a break in service under the employee's 401(k) Profit Sharing or Pension Plans. Employees will not, however, accrue additional benefits under the plans while they are on unpaid FMLA leave. Other benefits will remain in effect as they

did prior to the leave as long as the appropriate premiums are paid. The Chief Operating Officer will notify the employee of how to make payments upon approval of FMLA leave.

The Company may proportionately reduce the benefits that are computed on the basis of hours worked during the leave period, such as PTO and other benefits, based on the amount of time worked during the year.

Coordination With Paid Leave

Any available paid leave will be substituted for unpaid leave and will run concurrently with FMLA leave.

Returning From Leave

As provided by the FMLA, eligible employees who return from FMLA leave will be reinstated to the same job they left, or one with substantially equivalent benefits, pay and other terms and conditions of employment to the extent required by the FMLA. If the employee's medical condition indicates the employee may be unable to perform an essential job function or presents a significant safety concern, a fitness-for-duty certification may be required and may be subject to further medical review.

The consequences of not returning from leave when FMLA leave time expires include the loss of the potential right to job restoration. Additionally, the Company may recover premiums that were paid on the employee's behalf while the employee was on leave if the employee does not return from leave.

Employee Rights and Responsibilities

Please see the Department of Labor website for additional information regarding employee rights and responsibilities under the Family Medical Leave Act. A summary of the notice is listed below. For additional information, please contact the Chief Operating Officer.

XVI. Family and Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or childbirth;

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. 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.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service- member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment , recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

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 the functions of the employee's job or prevents the qualified family member 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 3 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 incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and

- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

XVII. Insurance Benefits

Health/Dental Insurance

Eligibility

- Salaried employees - coverage begins immediately.
- Full-time hourly employees - coverage begins on the first of the month following completion of 90 days of full-time service.

Cost

- Employee coverage - 100% paid by the company.
- Family coverage - paid by the employee through payroll deduction. Current rates may be obtained from the Chief Operating Officer.

Coverage

Coverage benefits are provided by reference to the website of the health insurance carrier such as Blue Cross Blue Shield of Alabama.

Cafeteria Plan (Section l25)

An employee who elects family coverage will be included in the Company's Section 125 Cafeteria Plan upon completing the form indicating their election to participate in the Cafeteria Plan. Refer to the section on Cafeteria Plan for additional information.

Life/Accidental Death Insurance

Eligibility

- Salaried employees - coverage begins immediately.
- Hourly full-time employees - coverage begins on the first of the month following completion of 90 days of full-time service.

Cost

- Employee coverage - 100% paid by the company.

Coverage

Employee coverage - Life	2 x annual salary up to $75,000
Employee coverage - AD&D	2 x annual salary up to $75,000

Booklets outlining benefits and coverage are available upon request.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

Federal law gives each employee the right to continue group health and dental insurance coverage under certain circumstances after the employee would otherwise lose eligibility for that coverage. COBRA benefits can be explained by the Chief Operating Officer.

Cafeteria Plan (Section 125 Premium Only Plan)

Our Company has adopted a Section 125 "Premium Only" Cafeteria Plan which permits the employee to redirect a portion of their compensation to pay the premiums for qualifying benefits (currently only the family health/dental insurance coverage). The money redirected to pay for family coverage health/dental insurance premium is not subject to federal income or social security taxes which lowers the amount of taxes the employee will pay, and increases take home pay. In other words, the Plan allows the employee to use pre-tax (i.e., tax-free) dollars to pay for coverage and premium expenses, both of which are normally paid for with out-of-pocket, taxable dollars. Any questions concerning the Section 125 Cafeteria Plan can be directed to the Chief Operating Officer.

XVIII. Other Benefits

401K Retirement Plan

Company provides a Section 40lK Plan to help prepare the employee for retirement.

Eligibility

An employee is eligible to participate in the Plan if the employee is at least 21 years of age and has completed one year of service with Company in which at least 1,000 hours were worked. Once eligibility requirements have been met, an employee may enter the Plan on January 1 or July 1.

Changes

Changes in an employee's investment direction can be made at any time by using the plan sponsor's website which is noted in the 401K enrollment package and related material. Changes in an employee's percentage of contribution can be made on a quarterly basis by completing the appropriate form obtained from the Chief Operating Officer.

Contributions

An employee may voluntarily contribute up to 100% of pay each Plan year. Company will match between 0 - 50% of the first 10% of pay contributed through salary deferral.

Vesting

An employee is always 100% vested in their own salary deferral savings contribution. Vesting in the company's matching contributions are based upon the service years of each employee as follows:

Years of Service	**% Vested**
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years or more	100%

Eligible employees will receive a Summary Plan Description booklet outlining the Company Section 401K Plan and additional information regarding investment options available under the Plan.

XIX. Workplace Safety

Employee Responsibility

Safety can only be achieved through teamwork in the organization. Each employee must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Follow all our company's safety and security standard operating procedures.
2. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
3. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on company property is forbidden.
4. Use, adjust and repair machines and equipment only if you are trained and qualified.
5. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
6. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; ask your supervisor.
7. Know the locations, contents, and use of first aid and fire-fighting equipment.
8. Wear personal protective equipment in accordance with the job you are performing.
9. Comply with OSHA standards and/or applicable state and local job safety and health standards.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Door Protocol

Any door with an access control lock on it or a door requiring an electronic key fob must remain closed at all times except for the moment when someone is actually walking through it. This is a safety precaution, creating a barrier between the public and private areas of the worksite. If you ever see one of these doors open, close it immediately.

Personal Property

We cannot be held responsible for lost or stolen personal property.

Workplace Searches

To protect the property and to ensure the safety of all employees, patients, and our company, we reserve the right to conduct personal searches consistent with state law, and to inspect any packages, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles carried to and from company property. In addition, we reserve the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the company, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at our company's discretion.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of our security procedures or any other company rules and regulations.

Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to clean up after yourself and keep your place of work organized and tidy at all times. Report anything that needs repair or replacement to your supervisor.

XX. Workplace Safety and Security

The company will make reasonable efforts to address employees' safety concerns. Employees should remember to use caution and good judgment in all activities, as well as notify their supervisor if they believe there is a safety issue that should be addressed.

Workplace Violence

It is the intent of this policy to ensure that no individual associated with the company, including employees and patients, ever feels threatened by such actions or conduct. We expect all employees and other individuals who are associated with the company to treat everyone with respect.

Threats, threatening and abusive behavior, or acts of violence by or against employees, visitors, patients, or other individuals will not be tolerated by the company. Similarly, no talk of violence or joking about violence will be tolerated. Any employee who engages in violent or hostile behavior, or threats of such behavior, is subject to immediate discharge. Other violations of this policy will lead to disciplinary action up to and including termination. The company may refer any such conduct to appropriate law enforcement agencies for arrest and prosecution. The company reserves the right to take any necessary legal action to protect its employees.

All reports of work-related threats will be kept confidential, to the extent possible, and will be investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in our company's investigation, may result in disciplinary action, up to and including discharge.

Workplace Injuries

Qualifying on-the-job injuries may be covered by the Company's workers' compensation insurance. For an employee to receive all the benefits to which he or she might be entitled, it is essential that he or she immediately reports to his or her supervisor any injury that he or she incurs on the job, no matter how minor it seems. The Company will ensure that every injured employee receives prompt, appropriate medical attention. Employees have a right to report any injury or illness without fear of discrimination or disciplinary action (including discharge) for making such a report.

In An Emergency

In the event of an emergency, employees are expected to follow the applicable Emergency Preparedness Plan. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, the smell of smoke, and natural disasters. Your supervisor should be notified immediately when an emergency occurs. If your supervisor is unavailable, contact the nearest supervisor.

Should an emergency result in the need to communicate information to employees outside of business hours, your supervisor will contact you. Therefore, it is important that you keep your personal emergency contact information up to date. Notify your supervisor and Human Resources when this information changes.

Please direct any questions you may have about our emergency procedures to your supervisor.

Criminal Activity

After receiving a complaint of any type of criminal activity, the Company will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances, though employees should understand that it is not always possible to maintain confidentiality during an investigation.

This investigation will include private interviews with the person filing the complaint and witnesses. It will also include an interview the person alleged to have committed the crime. When the investigation is complete, the Company will, notify the employees, local law enforcement and the Alabama Medical Cannabis Commission of the outcome.

XXI. Disciplinary Action

If it is determined that an employee engaged in conduct that either constitutes inappropriate conduct/activity or otherwise violates the Company policies (including but not limited to those set forth in this Employee Handbook), the Company will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as the Company, in its sole discretion, deems appropriate under the circumstances. An individual who prevents or attempts to prevent another individual from making a complaint, who fails to cooperate with or interferes with the investigation of such complaint, or who retaliates against an individual who makes a complaint or against an individual who cooperates in an investigation is subject to the investigation procedure, as well as disciplinary actions, described in this Employee Handbook.

XXII. Training

Our Company provides detailed on-the-job training for employees pertaining to your specific job responsibilities. Please refer to your on-the-job training booklet for job specific questions and reference materials. If you have any questions regarding job responsibilities or job performance requirements, please contact your supervisor. We will continue to provide you with training throughout your career with our Company.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
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.

BSWMC, LLC — Business License Applicant Name

Integrated Facility — License Type

Secure Transport Driver Information

Cope M. Smith — Secure Transport Driver Name

§36-12-40 (and grounds outlined therein) — Date of Birth

SSN

Driver's License Information

§36-12-40 (and grounds outlined therein)§36-1

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

None — 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

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

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

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

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

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.

James H. Smith
Printed Name of Verifying Individual

Manager
Title of Verifying Individual

Signature of Verifying Individual

12/27/2022
Verification Date

Form H: Secure Transport Drivers
Page 2

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

38 – Driver's Manual

The Applicant has provided a Driver's Manual detailing qualifications, standards, and procedures that will be met and followed by its drivers and prospective drivers.

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Safety statement

This driver policy document was designed to establish minimum safety requirements for the operation of vehicles used for company business. We are committed to providing and maintaining a safe working environment for our employees and protecting the citizens of the communities where we conduct business. Operating a vehicle on company business, whether the company's or your own, is a privilege and, as such, is governed by our policies and procedures. Your commitment to these policies and procedures are vital to building a safe driving culture within our company and ensuring your own safety, the safety of others and the success of the business.

We are committed to providing and maintaining a safe working environment for our employees and protecting the citizens of the communities where we conduct business from injury and property loss. Your commitment to the policies outlined in this document are vital to the success of building a safe driving culture within our company.

Prohibited actions

The following actions are prohibited and may result in the immediate revocation of driving privileges:

- Driving while distracted: including, but not limited to, use of an electronic device or any other actions such as eating, drinking, grooming, etc.
- Driving while impaired: The driver must not operate a vehicle at any time when his/her ability to do so is impaired, affected, influenced by alcohol, cannabis (or any derivatives), any drugs prohibited by company policy (illicit, prescribed or over-the-counter), illness, fatigue or injury.
- Reckless driving, racing, retaliatory driving or other actions that may needlessly endanger the driving public.
- Aggressive driving which includes, but is not limited to, speeding, tailgating, failure to signal a lane change, running red lights and stop signs, weaving in traffic, yelling, making obscene gestures and excessive use of the horn.

- Failure to follow and abide by federal, state and local traffic laws and regulations.
- Failure to abide by site specific posted speed limits while operating a vehicle on jobsites or any property owned by customers.
- Failure to report to your supervisor any injury or incident involving a company vehicle, or any non-owned vehicle operated on the company's behalf.
- Theft, damage to, or destruction of company property or the property of a co-worker or customer.
- Unauthorized passengers: Drivers of company vehicles must not pick up or transport unauthorized passengers. Unauthorized passengers include those individuals who are not company employees, not affiliated with the company or not contracted to conduct specific company business.
- Towing: Unless authorized, drivers of company vehicles must not tow, push or pull another vehicle or trailer that is not company owned or authorized.
- Hazardous materials: Unless authorized, drivers of company vehicles must not transport any hazardous materials.
- Employees must not allow cargo or materials such as dirt or mud to obscure the brake lights, license plate, or identification number of their company vehicle.
- Failure to ensure that all tools, equipment, and materials are adequately secured before operating vehicle.
- Failure to stow all cargo in compliance with OSHA, AMCC, the Commission, DOT, and any other applicable regulatory standard.
- Transporting any passengers in the bed of a company vehicle.
- Commission of a felony offense while using, operating or possessing a company vehicle.

<u>Cell Phone Policy</u>

- Employees are not permitted to use any electronic devices, either handheld or hands-free, while they are operating a vehicle, including but not limited to, mobile phones, iPods, iPads, GPS units and other devices, irrespective of whether the device is company issued or personal.

- Employees are not permitted to read or respond to text messages emails, or any other electronic messaging while driving.
- If an employee needs to make an emergency call (911), the employee must park the vehicle in a safe location before making the call.

Drug and alcohol use

The impairment of driving performance associated with drugs and alcohol is well documented and can be severe resulting in fatal consequences. The use and abuse of banned substances (e.g. heroin, cocaine, amphetamines) and/or alcohol has a very serious, negative effect on the safe operation of vehicles. The use of some prescription or "over the counter" medication, including marijuana can have similar results. Additionally, the use of some consumer products (also known as nutraceuticals) such as non-drowsiness medicines and energy drinks can impair driving performance.

No employee may operate any vehicle on company business while taking any medication that might impede the employee's ability to operate such vehicle safely. Please refer to the company Alcohol, Smoke, and Drug Free Workplace Policy in your employee handbook for further information.

Required use of seat belts

The driver and all authorized occupants are required to wear seat belts when the vehicle is in motion. The driver is responsible for ensuring passengers wear their seat belts. Children are not to be transported in company vehicles.

Licenses

Any employee operating a vehicle on company business on public roads shall carry on their person a valid US driver's license with proper endorsements. Employees shall display the license upon the request of any supervisor or law enforcement officer.

Company owned vehicles

- To be issued a company vehicle, all drivers must read and sign the Driver Acknowledgement Form. See Appendix A.
- Company vehicles may be driven only while on company business.
- Vehicles operated for company business may only be driven by individuals who are authorized by the company and meet the minimum driver eligibility criteria contained in this document as determined by the proper company officials. No unauthorized passengers are permitted at any time.
- Assigned drivers and other authorized employees will not allow an unauthorized individual to operate a company vehicle. Disciplinary action, up to and including termination, may be taken against the assigned driver for violation of this policy.
- Use of company vehicles for personal use
    - Company vehicles are provided exclusively for business purposes. No employee shall use their personal vehicle for business purposes while providing secure transport of medical cannabis for the Company.

Required cooperation with company management and enforcement agencies

Drivers and permitted users as defined in this policy must cooperate with company officials and/or law enforcement agencies in matters such as violation of company policies, traffic stops and/or collision investigations.

Offering assistance

Drivers operating a vehicle on company business must not assist disabled motorists or collision victims beyond their level of expertise. For example, if a driver is unable to provide the proper medical care, assistance must be restricted to the notification of proper authorities. Drivers shall not stop to assist disabled motorist while containing or carrying medical cannabis.

Required reporting of collision and violations

Authorized drivers as defined in this policy must meet the following collision, license suspension and violation reporting criteria:

- Collision involving a company vehicle or while operating a vehicle on company business must be reported to the company as soon as possible, but within 24 hours at the latest.
- License suspension or revocation of driving privileges must be reported to your supervisor upon notification of such suspension/revocation. Operating any vehicle on company business is prohibited until driving privileges are reinstated.
- Moving violations must be reported to your supervisor within three business days of conviction.
- Serious moving violations must be reported to your supervisor within one day of citation issuance. Serious moving violations include, but are not limited to:
    - Driving while using a handheld device
    - Driving while impaired/intoxicated
    - Reckless driving
    - Leaving the scene of a collision
    - Speeding that is equal to or greater than 15 mph over the posted speed limit

Company and personal property

Employees are expected to ensure "reasonable care" of company property such as computers, work papers and equipment under their control. Company property left in vehicles must be secured out of sight to prevent theft. The company will not reimburse the employee for the theft of personal property from company vehicles or personal vehicles used for company business.

Defensive driving

It is your responsibility to drive defensively and prevent collisions when operating a vehicle for company business. Defensive driving is a positive approach that follows a simple formula:

- Get information (identify potential hazards)
- Give information (let others know your intentions)
- Act appropriately (maintain a safety barrier around your vehicle)

A defensive driver is constantly monitoring and evaluating the driving situation, making necessary adjustments to be prepared for any situation. The following defensive driving habits may help prevent vehicle crashes:

- Constantly scan traffic conditions ahead, to each side and behind you.
- Use your communication devices, such as brakes lights, turn signals and four-way flashers, to ensure other road users know your intended actions.
- Keep your mind on your driving. Distracted driving is one of the leading causes of highway crashes. Deal with distractions in a safe location, while parked.
- Use accelerator and brakes smoothly.
- Use your horn as a warning signal only. Do not assume it will stop or correct a potentially dangerous situation.
- Slow down before you enter a curve and accelerate gradually as you round it.
- Pre-set temperature and radio controls.
- Clear windows of frost, ice, snow or debris before driving.
- Comply with all posted signs and speed limits.
- Increase following distance.
- Understand what is occurring ahead of the vehicle. The Company suggests scanning at least ten seconds ahead.
- Drive for conditions. In inclement weather, slow down and allow for increased stopping distances and poor visibility.

Inspection and maintenance

It is the responsibility of all drivers to ensure the vehicle they are operating is well-maintained and safe to operate. Drivers must ensure that applicable vehicle inspections, registrations and insurance certifications are current and valid.

All company-owned vehicles will be maintained by qualified technicians, designated service providers or company maintenance staff. Records to confirm that all vehicles are being maintained in accordance with manufacturer recommendations will be maintained and monitored by Security Director. Each day, prior to operating a vehicle for company

business, drivers should perform an inspection confirming the vehicle is safe to operate. Inspection items should include, but not be limited to:

- Fluid levels and scheduled changes
- Oil or grease leaks around or under the vehicle
- Belts and hoses (cracks, swells, wear and tear)
- Suspension
- Tires (inflation and tread wear)
- Head lights, brake lights, turn indicators, hazard flashers, reflectors
- Mirrors (condition, cleanliness, adjustment)
- Wipers and washers, A/C, heater, defroster(s)
- Brakes
- Exhaust
- Steering
- Speedometer, fluid gauges, battery gauge
- Appropriate safety equipment (as applicable):
  - First aid kit
  - Flares, cones and/or reflective triangles
  - Spare fuses/bulbs
  - Seat belts
  - Fire extinguisher
  - Reflective safety vest
  - Cold weather emergency items
  - Flashlight

If defects are noted, drivers must take appropriate action to ensure the defects are corrected. If the vehicle cannot be safely operated, repairs MUST be completed before driving. See Appendix B or the "Driver's Vehicle Inspection Report."

Garaging and storage

Vehicles garaged on company property will be parked in designated areas. Any parking violations will be the responsibility of the authorized driver.

Collisions

The following sections provide collision scene and collision review procedures and include classification of collision types. All collisions, no matter how minor, must be reported to the company immediately or as soon as practically possible.

Employees will take the following actions when there are injuries and/or damage to vehicles or property, i.e., collision scene procedures:

- Stop, activate emergency indicators and contact authorities immediately (911).
- Ensure medical cannabis is secured (as appropriate).
- Contact the Security Director immediately to ensure another vehicle can arrive to the scene to secure the product.
- Protect the scene of the collision with emergency reflectors, flares, lanterns or flags.
- Administer first aid, as appropriate and within your skill level.
- If directed by law enforcement, move the vehicle to a safe location.

Aid the injured

If able, check on the other party to determine if they need medical attention. As a reminder, general company policy on "Offering assistance" is shown below:

- Drivers operating a vehicle on company business must not assist disabled motorists or collision victims beyond their level of expertise. If a driver is unable to provide the proper medical care, assistance must be restricted to the notification of proper authorities (911).

Collect information

- If possible, exchange insurance and other information with other parties involved, but do not talk about what happened.
- Get witness contact information.
- Using your personal or company issued cell phone and/or tablet take incident scene photographs if it is safe to do so. Ensure to take pictures of all involved vehicles, including license plates and damaged areas. Save all images digitally and

send the images to the Security Director. The Security Director will place a copy in the crash file. These may be called into evidence.

- Take notes as to number of people in involved vehicles, names (if available), time of day, weather and road conditions, etc.

Make no statements

- Do not make any statements (other than to police, company officials and company insurance representatives). DO NOT admit fault to anyone, including the police. Also, do not apologize for anything. Do not sign anything. (The police may request your signature on their report or a ticket. If so, respectfully ask to defer signing until you've had a chance to consult your manager or attorney.)
- Employees must never attempt to settle or negotiate with involved parties or responders to the scene. Remember you are driving a Company vehicle, this decision is up to the Company and not your responsibility.
- Communication with other involved parties must be kept to a minimum, and employees should take notes on the welfare and demeanor of the other party; If a witness talks to you, do not volunteer information to them about the facts of the collision.

Collision review

All collisions will be reviewed by the Security Director with appropriate support from other company personnel. The review will be based on driver, video and police reports and available witness accounts. The purposes of the review are to collect the necessary information to defend the company in any litigation proceedings, determining preventability and to consider improvements to avoid such future occurrences. The outcome of the review will never be a determination of fault.

Accident Classifications

1. Non-preventable accident: Accidents that occurred even though the driver exercised every reasonable precaution to avoid the incident. Examples of non-preventable accidents include, but are not limited to:

- Animal strikes
- Struck while legally parked
- Struck by other vehicle while stopped in traffic

2. Preventable accident: An accident, as ruled by the review committee, where the driver failed to exercise every reasonable precaution to avoid the incident.
3. Major preventable accident: A preventable accident (see above) arising from a lane change, rear end collision or intersection incident, which resulted in a fatality, injury requiring treatment away from the scene or disabling damage (tow away) to any vehicle(s).

Driver recruitment, selection, and assessment

To evaluate employees as drivers, management will:

- Review the employee's Motor Vehicle Record (MVR) in accordance with applicable privacy laws. Compare the MVR with the guidelines listed in the Driver Qualification section below. Ensure the employee has a valid driver's license.
- Contact each company who employed a driver during the preceding 3 years and collect the following safety performance history:
  - General employment confirmation.
  - Information about vehicle collisions involving the driver.
  - When applicable, information regarding the driver's drug/alcohol violations and rehabilitation.
- Define experience required (if applicable) for types of company vehicles. Ensure the employee is qualified to operate the type of vehicle he/she will drive, including requiring completion of a road test in each type of vehicle.
- Establish job descriptions for each type of position that requires driving and include the type of driver's license required for the position.
- Review the driver's application for employment.
- Ensure the driver has completed and successfully passed the required background checks.
- Minimum age for operating a company vehicle is 21.

- All drivers may be monitored for compliance by the following means:
  - Observation
  - Road tests
  - General public feedback
  - Ride-a-long's by Security Director and/or Compliance Manager
  - In-vehicle training

Documentation of the qualification of each driver will be maintained. Also, records will be kept regarding the driver's training. Examples of items to be kept in the driver's qualification and/or personnel files include:

- Job application
- Copy of Motor Vehicle Records
- Previous employer inquiries and reference checks
- Training records
- Copy of current driver's license
- Copy of current medical card issued by the Commission/AMCC
- Other items specific to drivers
- Current certificate of insurance for the vehicle the driver will be operating

Minimum driver eligibility

The company has established criteria to minimize the "at-risk" behavior that causes collisions, injuries, and property damage. Each current and prospective driver must meet the following standards to qualify and maintain driving privileges in good standing. All drivers in good standing will:

- Possess a valid driver's license with all necessary endorsements
- Be able, by reason of experience, training, or both, to operate the type of vehicle required to complete the work task

Studies have shown past moving violations and collisions are proven indicators of future crash involvement. For this reason, the company has established criteria to minimize these "at-risk" behaviors. Drivers in good standing will:

- Have no more than three moving violations in the past three years
- Have no more than two collisions in the past three years, no more than one of which was preventable
- Have no more than one moving violation and one collision in the past three years
- Have no serious violations in the past five years

Examples of moving violations include, but are not limited to:

- Speeding
- Failure to obey traffic control devices
- Driving too fast for conditions
- Improper lane change
- Failure to yield

Examples of serious violations include, but are not limited to:

- Driving under the influence of alcohol or drugs (DUI)
- Hit and run
- Failure to report a collision
- Negligent homicide arising out of the use of a motor vehicle
- Operating a motor vehicle during a period of suspension or revocation
- Using a motor vehicle for the commission of a felony
- Operating a motor vehicle without the owner's authority
- Permitting an unlicensed person to drive
- Reckless driving

Drivers found not "in good standing" will be subject to corrective actions up to and including loss of driving privileges, and possible termination from the Company.

The company has established criteria to minimize the “at-risk” behavior that causes collisions, injuries, and property damage. Each current and prospective driver must meet the following standards to qualify and maintain driving privileges in good standing:

- Driving behavior is evaluated on a “points system,” in which violations are assigned higher points according to their severity, increasing likelihood in predicting crashes.
- Each driver will be evaluated using the form shown in Appendix C: Motor Vehicle Record Evaluation Worksheet. Evaluations will occur prior to granting driving privileges, and at least once every year thereafter, depending on previous driving record. Violations from the prior 36 months will be included in each evaluation.

Driver Quality Standards

- Minimum of 2 years driving experience in the class of vehicle they will be operating for the company
- Driving skill evaluation
- Training and monitoring period
- Previous employer verification that includes dates of employment, crash history and type of vehicles operated
- Vehicle specific road test

Driver intervention record

The company is committed to providing and maintaining a safe working environment for our employees and protecting the citizens of the communities where we conduct business from injury and property loss. For this reason, we may make available interventions for drivers exhibiting "at risk” behaviors”. See Appendix D: Driver Intervention Record.

Driver Training and Orientation

- Drivers hired to operate a motor vehicle will participate in both new hire orientation and continuing education. In some instances, remedial training may also be required. Training may be online, in-class and in-vehicle/behind the wheel.
- New employees will receive a copy of this program as part of their initial orientation. A formal orientation program is established to help ensure all drivers are presented with the company policy, understand their responsibilities, and are familiarized with the

vehicle. Training may be online, in-class and in-vehicle/behind-the-wheel. Areas that will be addressed with the driver include:

  - Review and assure that the driver understands the Motor Vehicle Safety Policy and the accompanying safety regulations.
  - Have the driver sign the Vehicle Assignment Agreement
  - Permitted use and users of the vehicle
  - Required license type and status
  - Prohibited actions
  - Substance and alcohol abuse
  - Driver training
  - Cellular phone use and distracted and aggressive driving policies
  - Collision scene procedures and incident reporting
  - Vehicle garaging and maintenance responsibilities
  - Security procedures, where applicable
  - Review of emergency equipment
  - Review individual Motor Vehicle Report (MVR)
  - Incident reporting & emergency procedures
  - Operation and controls of vehicle being assigned
  - Vehicle inspection and maintenance requirements
  - Hours of service requirements, electronic logging and logbook maintenance (as applicable)
  - Defensive driving techniques and other best management practices
  - Cannabis Secure Transport Training
  - License Suspension: Drivers must immediately notify the employer if their license is suspended or revoked

- Yearly Training:
  - Drivers will be required to attend yearly driver training which may include:
    - Online courses
    - Classroom training
    - In vehicle training/coaching
- Remedial Training:

- Drivers may be required to attend a company sponsored training program/course or safe driving school (National Safety Council Defensive Driving course or equivalent) or an alcohol/drug abuse program if a review of the driver's MVR indicates:
    - One or more violation conviction(s) within any one-year period, or
    - A conviction for driving while under the influence of alcohol or drugs.
- Also, depending on the severity of the conviction, the employee's driving privileges may be revoked and/or may result in employment termination.
- Drivers may be required to take specific training post-incident.

Telematics (Video/Audio/GPS)

The Security Director is responsible for overall management of the vehicle telematics program. Their responsibilities include monitoring of telematics events, ensuring responsible secure transport employees are conducting behavior in a timely manner, analyzing trends, monitoring and adjusting secure routes for delivery of cannabis (routes will be randomized to prevent theft), developing ongoing training initiatives, and providing progress reports to senior leadership.

The Security Director or appointed supervisor is responsible for reviewing telematics events, coaching vehicle operators within the specified timeframe and documenting each instance of coaching.

- Tracking Indicators
    - Speeding
    - Hard Braking
    - Rapid Acceleration
    - Hard Cornering
    - Extended hours of service
    - Nighttime driving
    - Safety Belt Use

  - Delivery Route Adherence
  - Delivery Paperwork
  - Proper Cargo Storage

Senior or executive leadership should determine the specifics of the following:

- Failure to follow all the procedures stated in this policy will result in:
  - First offense – verbal warning and coaching
  - Second offense – written reprimand and coaching/training
  - Third offense - loss of driving privileges or termination
  - However, any incident which is severe or willful in nature may automatically go to any level of discipline as deemed necessary by senior or executive leadership
- Employees may be disciplined up to and including termination or driving privileges will be suspended or revoked pursuant to any violation listed in this policy.

Remainder of page intentionally left blank.

Appendix A – Driver Acknowledgement Form

Driver Acknowledgement Form

- The company has provided me with a copy of the policies defining use of company vehicles. A company official has reviewed these policies with me, and I understand and agree to comply with them.
- I agree to abide by all maintenance requirements outlined in this policy.
- I have received a copy of the Accident Reporting instructions and have been trained on its use in the event of an accident. I agree to comply with its instructions and understand that it is my responsibility to inform my direct supervisor as soon as possible following any accident or incident. I further understand that it is my responsibility to notify proper law enforcement agencies as soon as possible and to prepare a written report describing the accident events.
- I agree not to operate any vehicle while under the influence of drugs or alcohol. I fully understand that, should I be found operating a company vehicle while under the influence of drugs or alcohol, it shall constitute grounds for immediate revocation of driving privileges.
- I agree to drive only when I am alert and in full control of my assigned vehicle. If I am not, I will not drive or pull over until such time as I am fully in control.
- I agree to abide by all federal, state and local laws and ordinances regarding the operation and storage of the company-assigned vehicle. In addition, I understand that it is my responsibility, as a holder of a driver's license, to remain informed of and to fully comply with current and future laws and ordinances governing the operation and storage of motor vehicles.
- I understand that I must report to the company any suspension, revocation or cancellation of a driver’s license prior to the operation of a company vehicle or any vehicle on company business.

- I agree to allow the company to request copies of my Motor Vehicle Report as often as the company sees fit.
- I understand that my use of any company vehicle or privilege to drive on company business may be revoked or restricted in accordance with the provisions outlined in company policies, which I have read and reviewed.
- Should the revocation or suspension of these privileges affect the performance of my assigned job responsibilities, I understand that this may constitute grounds for suspension without pay or dismissal from my position.
- I understand and agree that using handheld devices are dangerous and distracting and I agree not to operate a company vehicle or my personal vehicle, on company business, while doing so.

I have read the above and agree to abide by this policy statement.

Employee:	Date:
Supervisor:	Date:

Remainder of page intentionally left blank.

Appendix B – Driver's Vehicle Inspection Report

Date:_____

Truck Number: _____

Check ANY Defective Item and Give Details under "Remarks"

□ Air Compressor □ Lights - Hazard Flashers □ Safety Equip - Flash Light
□ Lights - Head Lights □ Safety Equip - Fuses
□ Battery □ Lights - Tail Lights □ Safety Equip - Reflective vest
□ Brake Accessories □ Lights - Turn Indicators □ Safety Equip - Spare Bulbs
□ Brakes □ Mirrors
□ Muffler □ Seatbelt
□ Oil or Grease Leaks □ Speedometer
□ Defroster □ Oil Pressure
□ Drive Line □ On-Board Recorder □ Starter
□ Engine □ Radiator □ Steering
□ Exhaust □ Rear End □ Suspension
□ Reflectors □ Tires (inflation and wear)
□ Fluid Levels/gauges □ Safety Equip - Cold Weather
□ Front Axle □ Safety Equip - Cones □ Transmission
□ Fuel Tanks □ Safety Equip - Fire Extinguisher □ Wheels
□ Heater □ Safety Equip - First aid kit □ Windows
□ Horn □ Safety Equip - Flags □ Windshield Wipers and Washers
□ Lights - Brake Lights □ Safety Equip - Flares □ Other
□ Lights - Dash Lights

Remarks: _____

_____
_____
_____
_____
_____
_____

□ Condition of the above vehicle is satisfactory

Driver's Signature _____

□ Above defects corrected

□ Above defects need NOT be corrected for safe operation of the vehicle

Mechanic's Signature _____

Driver's Signature _____

Date _____

Remainder of page intentionally left blank.

Appendix C – MVR Record Evaluation Worksheet

Motor Vehicle Record Evaluation Worksheet

Driver Name: _____

Reviewer Name:_____

Violation or conviction	Points	# of violations	Total points	Notes
Violations within previous 5 years (Serious)				
Driving while intoxicated (DUI, DWI)	4		0	
Refuse drug/alcohol test	4		0	
Homicide or assault with a vehicle	4		0	
Leaving the scene of a crash (hit and run)	4		0	
Eluding a police officer	4		0	
Any vehicle related felony	4		0	
Drag racing	4		0	
Reckless driving	4		0	
Speeding 25 MPH or greater over the limit	4		0	
License suspension due to moving violations	4		0	
Driving while license suspended	4		0	
Other serious violation	4		0	
Major violations within previous 3 years				
Speeding 15 MPH to 25 MPH over the limit	2		0	

Improper lane change	2		0	
Failure to yield	2		0	
Running red light	2		0	
Careless driving	2		0	
Texting while driving	2		0	
Other major violation	2		0	
Minor violations within previous 3 years				
Speeding <15 MPH over the limit	1		0	
Failure to stop at stop sign	1		0	
Improper passing	1		0	
Improper backing	1		0	
Distracted driving (other than texting)	1		0	
Failure to pay toll	1		0	
Other minor violation	1		0	
Vehicle collisions within previous 3 years				
Vehicle collisions	3		0	
Total Violation Points		0	0	

4 points or more - High risk	2 -3 points - Medium Risk	0-1 point - Low Risk

Remainder of page intentionally left blank.

Appendix D– Driver intervention record

Driver intervention record	
Indicate the intervention type:	
☐	Verbal
☐	Written/training
☐	Revocation of driving privileges
Intervention and action plan	
Part one: Employee	
Employee's action plan to resolve the noted safety issue. Specifically, the plan must be filled out by you and state what you intend to prevent future occurrences.	
Part two: Supervisor	
Supervisor's action plan to resolve the noted safety issue. Specifically, the plan must be filled out by the manager and state what the manager intends to provide for the employee (e.g., training, information, etc.)	

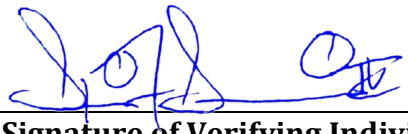
Certification	
Employee:	Date:
Supervisor:	Date:

Remainder of page intentionally left blank.

Exhibit 39 – Quality Control and Quality Assurance Plan

Verification

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

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

39.1 – An overview of the steps to be take in the manufacturing process to provide high quality products and/or to ensure the safety, potency, stability, lifespan, and consistency among batches of the same product, whether as required by law or otherwise

This Manufacturing Quality Assurance and Control Policy has been developed with the ultimate intention to ensure the safety, potency, stability, lifespan, and consistency among products produced by the applicant. The approach that will be followed incorporates AMCC statutory requirements, FDA current Good Manufacturing Processes, and the ISO 9001 Quality Management System Standard.

It should be noted here that the planned activities to ensure safety, potency, stability, lifespan, and consistency are highly interrelated. As an example, inconsistencies in the formulation and hygienic practices followed during production of topical balms/lotions/or creams can cause premature separation of the water- and fat-soluble compounds within the product (stability) and poor hygienic practices can result in unacceptable levels of microbiological growth within the product before the established shelf life is reached (lifespan). Continuing with this same example, microbiological growth can also alter the pH of the product such that potency degradation/cannabinoid oxidation is accelerated instead of being inhibited through the use of antioxidants within the formulation itself. Because of this reality, some of the very important quality attributes (safety, potency, stability, lifespan, and consistency), listed here in 39.1, are addressed in aggregate.

For product safety & consistency the applicant will be following:

1. FDA Current Good Manufacturing Practices defined by 21 CFR 117
2. ISO 9001 Quality Management Systems based Risk Management program
3. ISO 9001 Quality Management Systems based equipment/process Validation program

The 21 CFR 117 FDA Current Good Manufacturing Practices regulation was selected based on the comparison of it against other regulations like Good Manufacturing Practices, and Good Laboratory Practices. See Table 1 below for a summary of the differences between

each of these. This comparison clearly points to Current Good Manufacturing Practices as being the most logical choice for ensuring product safety.

Table 1 – 39.1 GMP, cGMP, & GLP Comparison

Criteria Ideal Not Ideal	**Good Manufacturing Practices (GMP)**	**Current Good Manufacturing Practices (cGMP)**	**Good Laboratory Practices (GLP)**
Use case	Used for manufacturing production lot hold & release based on testing and process compliance	Used for manufacturing production lot hold & release of a commercialized product based on testing and process compliance	Used for Pre-Clinical development of a pharmaceutical product that is focused
Approach	Controls required by GMP reflect the bare minimum steps to be taken to produce products that are safe for consumption. These controls tend to be more reactive in nature. Example: Microbiological contamination discovered results in additional cleaning or a change to the cleaning method.	Controls required by cGMP are more preventive in nature and though require more work on behalf of the manufacturer, provides the framework necessary to PREVENT safety related issues from occurring as opposed to reacting to them. Example: Microbiological contamination is avoided by validating sanitation methods. Testing is used to confirm the	Controls required by GLP ensure a pharmaceutical product under pre-clinical development does not present any unacceptable risks or hazards to patients prior to entering in to further clinical studies. Example: Drug synthesis byproducts are characterized to assess hazards associated with

		manufacturer is operating within its validated state.	patient exposure to the byproduct.

The specific cGMP requirements that will be followed are:

Personnel (21 CFR 117.10)

All employees working in the production facility will conform to hygienic practices, maintaining adequate personal cleanliness before coming to work, and while on company property as described below:

Employees with any signs of illness (sneezing, coughing, runny nose, fever, sore throat, diarrhea, vomiting) are not allowed to work in any area where they may directly or indirectly come into contact with product, product contact surfaces, or packaging materials. Any illness will be reported to management prior to reporting to work or at the onset of illness symptoms.

Employees who knowingly have a communicable disease that can be spread through contact with product will immediately report the illness to their management by phone (do not come into work). The diagnosed employee will be excluded from working until recovered. Clearance from a physician will be obtained before returning to work.

No smoking, chewing of tobacco, or gum will be allowed in the manufacturing and warehousing area or on the facilities premises.

Food and drinks are prohibited in the manufacturing and warehousing areas. Food and drinks are permitted in offices/desks and breakroom. Water distributed in GMP areas will be in disposable cups and designed to prevent placing on contact surfaces.

Fake fingernails, fingernail polish, fake eye lashes, make up, and body glitter will not be permitted in the manufacturing area.

Employees with open and/or infected wounds or cuts on their hands or face will not be allowed to work in any area where they may contact products, or product contact surfaces, or packaging materials. Bandages will be replaced by a company issued metal detectable bandage and covered by a glove if on the hand. Only metal detectable bandages are allowed in Manufacturing and Warehouse areas.

Hand Washing procedures (posted within the facility) will be followed before entering the manufacturing area. Hands will be washed after retrieving anything from a non-product contact area (i.e., floor); handling the trash or taking out the trash; using cleaning chemicals; or using the rest room and again when returning to the production area; touching any bare skin, blowing nose, coughing, sneezing, or smoking. Hands will also be washed before and after eating.

Employees will follow proper gowning and hygiene protocols when they arrive to work and work in appropriate attire.

Employees and guests will wear hair restraints when entering any manufacturing area. For employees with beards, a beard net will be worn.

Employees will wear gloves when working in any manufacturing area and keep gloves in a sanitary condition. If gloves become soiled or damaged, hand washing and changing of gloves is required.

Manufacturing Plant & Grounds (21 CFR 117.20)

Equipment will be stored properly and maintained to prevent contamination, deterioration, or failure. There will be adequate space for equipment storage and cleaning activities to occur.

The grounds will be kept in a clean manner and free from litter, waste, uncut weeds, standing water or any other source of filth that could lead to product contamination.

Products, inputs, or any other item that will be used to manufacture consumable products will be stored within the facility.

Light bulbs in the production area will protected to prevent product contamination (if broken) and maintained as needed.

Proper ventilation is required to minimize dust, odors, vapors or cross contamination to the product, product contact surfaces or packaging materials.

Sanitary Operations (21 CFR 117.35)

All cleaning compounds used at the Applicants' manufacturing facilities will be food grade and approved for use in manufacturing environments. These chemicals have proper documentation, validation, and verification procedures to ensure these chemicals are appropriate for the application desired.

Any toxic or hazardous materials such as lubricants, solvents, or cleaning compounds will be stored properly to ensure products do not become contaminated.

The Pest Control Program will be maintained by a third party who maintains all pest control services and documents the presence and prevention methods to exclude pests from the applicants' manufacturing facilities.

All cleaned and sanitized product contact equipment, utensils and tools used in manufacturing will be stored off the floor in designated areas/bins and in a way that best prevents contamination. Any product contact surface in question will be cleaned and sanitized before use. All cleaned and sanitized equipment will be stored in a manner and location to prevent cross contamination (dry, covered).

Employee personal belongings will be stored in lockers away from areas where components, dietary supplements, or contact surfaces are exposed or washed. Personal belongings include cell phones, keys, wallet, backpack, and purses.

Sanitary Facilities & Controls (21 CFR 117.37)

The water supply will be tested yearly (at a minimum) to verify levels of any contaminants are compliant with local regulatory standards and are acceptable for use in manufacturing.

The plumbing and overall condition of the sanitary facilities will be monitored, restocked, and cleaned regularly to ensure it does not cause contamination to the product, product contact surfaces or create an unsanitary environment for production. Sanitary conditions will be monitored with visual inspection and use of sanitation swabs (surface ATP).

Trash bins and receptacles will be labeled and covered if containing materials which may pose a threat to product safety.

Adequate floor drainage will be required in any area where cleaning in place or wet environmental cleaning tasks occur. These activities require large amounts of water, and the drain water will be drained quickly as to not have standing water on the floor. Drains will be monitored on a weekly and annual basis to ensure no standing water is on any floor in the facility.

All backflow prevention devices will be monitored regularly and inspected to ensure contaminated water sources do not backflow and cause a risk to product and facility safety.

Toilets and restrooms will be cleaned regularly and documented. All restroom doors will close automatically, be kept clean, and in a manner to prevent contamination.

Equipment & Utensils (21 CFR 117.40)

Equipment and utensils will meet the requirements of sanitary hygienic design. Equipment will be constructed of cleanable, smooth surfaces that can be verified to be clean through sanitation swab results. Preferable materials are stainless steel, smooth food grade plastic, silicone or another material that will not chip, degrade or become a physical contamination risk to the product.

Product contact surfaces will be resistant to corrosion and be made from non-toxic materials.

All seams, gaskets, or any other crevices prone to bacterial harborage will be maintained and cleaned to prevent bacterial presence, growth, or accumulation.

Non-product contact equipment and utensils used in the manufacturing of products will be constructed of cleanable surfaces. Sanitation equipment will be stored separately from equipment used in daily production activities.

All wooden items are expressly prohibited in all cGMP areas to prevent unnecessary harborage of bacteria.

All scales and measuring equipment will be cleaned and sanitized regularly and calibrated on an annual basis (at a minimum) to ensure accuracy. Any malfunctioning scale will be decommissioned, re-calibrated, or replaced before use in production. Scale verifications will take place before each use and documented in the Batch Production Record.

Any compressed air systems used in production or cleaning of contact surfaces will be treated in a way that they cannot contaminate the product or equipment (ex. Hoses will be clean and stored off the ground). Any applicable compressed air sources will be tested annually at a minimum.

Equipment and the processing area will be cleaned at scheduled intervals and documented. All cleaning activities will be documented.

Processes & Controls (21 CFR 117.80)

Adequate sanitation practices govern all operations of manufacturing, processing, packing, or holding of consumables and are verified/documented appropriately per area and per process according to the sanitation procedures for that process or area.

Quality control operations are employed to ensure the products are safe to consume.

All incoming raw materials will be accompanied by a Certificate of Analysis. Ingredient components are received according to the requirements/critical to quality specifications detailed by the Applicant's internal plan for receiving components.

Upon receipt of raw materials and packaging, inspections will occur and be documented that detail the inspection findings of any damage or signs of contamination. Raw materials

will be stored separately from material that could be hazardous to the products or consumables.

Warehousing & Distribution (21 CFR 117.93)

Products and packaging will be stored in clean, dry, well-ventilated spaces that are protected from condensation, fumes, rodents, insects, and birds. Packaging, products, and raw material will be used on a first expired/first out (FEFO) basis.

The ISO 9001 based Risk Management program will heavily utilize the Failure Mode Effects Analysis (FMEA) methodology to assess and control the risks associated with the manufacturing and distribution of all products produced by the applicant. Failure Mode Effects analysis (FMEA) is a step-by-step approach for identifying all possible failures in a manufacturing process, or a product or service. It is a common process analysis tool used across many industries.

"Failure Mode" means the ways, or modes, in which something might fail. Failures are any errors or defects, especially ones that affect the customer, and can be potential or actual.

"Effect Analysis" refers to studying the consequences of those failures.

Failures are prioritized according to how serious their consequences are, how frequently they occur, and how easily they can be detected. The purpose of the FMEA is to take actions to eliminate or reduce failures, starting with the highest-priority ones. A detailed procedure has been created and provided as an attachment to this exhibit to fully detail this process and how it will be utilized. FMEA is an iterative and never-ending process. The documentation created and maintained because of this commitment will be used to assess future changes to a process through a formalized change management program, or to respond to customer complaints / manufacturing non-conformities through a formalized nonconformance management program. A detailed risk management procedure has been proactively created to provide more detail on this program and is available for review at the request of the commission.

The ISO 9001 based Verification & Validation program will ensure that all processes and critical equipment are consistently producing products that meet established specifications. ISO 9001 defines Verification and Validation in the following manner:

Verification: Confirmation, through the provision of objective evidence, that specified requirements have been fulfilled.

Validation: Confirmation, through the provision of objective evidence, that the specified requirements for a specific intended use or application have been fulfilled.

Verification is more fully addressed in 39.2 as the activities of verification are more aligned with quality control than quality assurance. However, in order to successfully pass or complete an equipment or process validation, a risk assessment is performed utilizing FMEA (mentioned above), operating procedures are established, and employees are trained to perform steps in accordance with the established procedures. For equipment, this program also requires challenging equipment through simulated power outages, and by challenging the equipment against its lower and upper operating limits. A set of detailed Verification & Validation procedures has been proactively developed and is available for review at the request of the commission.

The quality assurance program detailed thus far, though under the category of product safety and consistency also applies to stability, lifespan, and potency. However, the above controls alone will not objectively prove stability, lifespan, and potency specifications for products manufactured by the applicant have been met. In order to objectively prove stability, potency, and lifespan for all products will be maintained throughout the established shelf life, each product will be tested under controlled conditions utilizing “ASTM D8309-21 Standard Guide for Stability Testing of Cannabis-Based Products”. ASTM is a globally recognized standardization body and this guide was published July 2021 and as of the date of this application is active on the ASTM website, “ Standard Guide for Stability Testing of Cannabis-Based Products (www.astm.org)”. This ASTM guide is “applicable to commercial processors and manufacturers engaged in the processing, testing, packaging, labeling, and storage of cannabis products intended for human consumption, including those derived from hemp. Hemp seed and products derived from

hemp seed are excluded from the scope of this guide This guide describes the minimum requirements for conducting stability testing of new cannabis products with the purpose of determining appropriate storage conditions and shelf-life." A third party, state approved, testing lab will be utilized to conduct all tests associated with this study to ensure integrity. Tests performed will include potency, microbiology, and any other quality attributes deemed critical to quality for the identified product. These studies will be conducted under protocol and report and will be made available to the commission at request. Initial shelf life has been established based on review of predicate products being actively sold in other medical marijuana markets.

39.2 – A plan for performing, at its own expense after licensure, quality control and testing of a qualified sampling (as defined in Chapter 10 of the Rules) of medical cannabis in its control, regardless of whether said medical cannabis has been packaged, labeled and sealed. Such testing will be conducted by the State Testing Laboratory (as detailed in Chapter 10 of the Rules). The plan will include, but is not limited to, the following: What tests will be conducted, if any, at each stage or stages of production. Whether the testing at each stage will be in house, unofficially by private testing through a State Testing Laboratory, or solely by official testing through a State Testing Laboratory

The Applicant has provided a breakdown of all testing that will be performed for all cannabis products. See Table 1 – 39.2 Medical Cannabis Quality Control Testing Plan. Potency analysis, performed in-house, will be conducted using a test method that is validated for each product type. Additionally, due to the unintentional but still present risk for bacteriological, yeast and/or mold contamination during final packaging, an unofficial test through a state testing lab will be conducted for each batch. Utilization of an unofficial test through an approved state testing lab, after final packaging, was chosen for the purpose of ensuring integrity of the test & subsequent results.

Table 1 – 39.2 Medical Cannabis Quality Control Testing Plan

Product	**Planned Tests**	**Testing Performed…**
Cannabis, as received, which is destined for extraction.	Potency analysis	in house
	See AMCC Chapter 10	officially through state testing lab
Extract of cannabis (solvent-based) made with any approved solvent, including concentrated cannabis extracted by means other than with CO2	Potency analysis	in-house
	See AMCC Chapter 10	officially through state testing lab
Post formulation	Water Activity	in-house
	Potency analysis	in-house
Post final product packaging & labeling	Microbiology	un-officially through state testing lab
	Yeast & Mold	un-officially through state testing lab

39.3 - A plan for return and remediation or destruction of any failed test samples, including entry of the event on the Statewide Seed-to-Sale Tracking System

In the event of a failed test sample, the Applicant will document the nonconformity through its nonconformance management process and will investigate the failure within the allowable 7-day period to request a re-test. If results of the investigation determine a retest

is necessary and the subsequent test results do not rule out lab error via passing results, the applicant will coordinate with the test lab to have the product returned to the applicants manufacturing facility for destruction. Doing so will involve the lab returning the material as part of their next scheduled sample pick-up or an applicant driver picking up the sample as part of a planned route. Upon arrival of the failed sample, at the applicants manufacturing facility, the applicant's product destruction procedure/process will be utilized to physically destroy the sample along with the cannabis material from which the sample was taken. The applicant has no plans to remediate any samples and associated cannabis material that has been associated with an accepted/failed test result. It is the position of the applicant that doing so would be contrary to the medicinal nature of the product. At the time of sample & associated cannabis material destruction, the seed to sale system will be utilized to document the occurrence of the destruction. Evidence of destruction will be provided to the commission in accordance with state law or at their request.

Remainder of page intentionally left blank.

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

40 – Contamination and Recall Plan

40.1 - Provisions for notifying the originating Processor or Integrated Facility and any other license in the chain of custody of an adverse event.

The primary goal of a medical cannabis product recall is to protect public health by removing from the commercial marketplace product(s) that have been determined to be unsafe. The recall plan guides the execution of a recall by distributing duties, centralizing current contact information, and providing templates for communications. Key individuals that will be participating in a company recall should review the recall plan and be familiar with the execution of the plan.

Recall Actions: First 24 Hours

The Applicant has the responsibility to recall products in a clear and timely manner. We will make all reasonable efforts to remove affected products from commerce. Any products that are still in our control (inventory, in transit, or in process) will be detained and segregated. Identification codes and quantities will be documented by a member of the Recall Committee to assist in the reconciliation or product amounts. The Applicant's Recall Committee is responsible for determining whether the recall is effective and will verify that all patients have been notified.

1. The Recall Committee designee will notify the appropriate regulatory agencies.
2. A designated member of the Recall Committee will prepare a customer distribution list indicating where the recalled product was shipped to.
3. The Recall Committee designee will copy Alabama Medical Cannabis Commission, impacted patients, or Retail dispensaries, as applicable other local, state and federal agencies on the distribution list.
4. A designated member of the Recall Committee will notify all patients that received recalled product(s). The method of notification of patients will be determined by the severity of the recall. The quickest way to reach patients is by telephone. A script should be prepared for the callers to use that provides clear information on the product, the problem and what we need patients to do. The written recall notice will be provided to all patients who received recalled product(s).

5. See attached Appendix A (identified as "Appendix A - Recall Notice template – Attachment to Exhibit 40").
6. Confirm receipt of the Notice of Recall with all patients and business accounts.
7. The Recall Committee designee will copy Alabama Medical Cannabis Commission, impacted patients, or Retail dispensaries, as applicable other local, state and federal agencies on any communications to customers.
8. If necessitated, the designated member of Recall Committee will notify patients of the recall. This can include a press release. (See attached copy identified as "Appendix B - Press Release Template – Attachment to Exhibit 40"). Communication methods can include posting notification on social media sites, web sites and in stores in a location where product is sold.
9. The Recall Committee designee will copy Alabama Medical Cannabis Commission, impacted patients, or Retail dispensaries, as applicable other local, state and federal agencies on any press releases sent to media outlets.

40.2 - Factors about an adverse event that would likely necessitate a recall, and any potential for retesting or remediation.

The Applicant's Contamination and Recall Plan addresses and achieves determining whether there is a reason for initiating a public recall. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated, destroyed and disposed of in accordance with the provisions of 538 x 4.07(O)(10) and the applicants Cannabis/Medical Cannabis Waste Management Plan. Such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

If the Applicant receives a complaint or information regarding a potential health risk that may necessitate a recall, a recall assessment will occur immediately. The Applicant's employees will first gather and review the following information, as available:

- Product Information: labels, packaging, testing analysis, and product specifications.

- Distribution Pattern: review all applicable inventory tracking data to locate products distribution.

40.3 - Responsible individuals or positions within the Applicant's organization who will oversee the recall process.

It is our organization's responsibility to effectively organize and manage the recall of medical cannabis product that has been demonstrated to be unsafe or unsuitable to patients. The primary goal of a medical cannabis product recall is to protect public health by removing from commercial marketplace product(s) that has been determined to be unsafe. A recall plan can aid in the execution of a recall by distributing duties, centralizing current contact information, and providing templates for communications. Key Individuals that will be participating in a Company recall should review the recall plan and be familiar with the execution of the plan. In the event of a voluntary or involuntary recall, the Applicant's Executive Management Team will work with the Compliance Director, Vice President of Retail, and Vice President of Production to initiate the recall plan for swift identification, removal, quarantine, and destruction of affected products as well as to assist with affected purchaser communication protocols. The Vice President of Production and the Vice President of Cultivation will begin an investigation along with the Compliance Director and Chief Executive Officer to identify, isolate and remediate any issues that caused the product to be recalled. The Applicant's Containment and Recall Plan addresses and is achieved by organizing the Recall Management Team. Refer to 40.1 Recall Actions for the duties of the Recall Committee Members.

Recall Committee Members:

- Vice President of Production, Compliance Director, Vice President of Cultivation, CEO, Vice President of Retail, Medical Director, and Certified Dispensers (as applicable)

Recall Committee Tasks:

- Make recall decisions on behalf of the Applicant.
- Serve as a contact for the Alabama Medical Cannabis Commission/impacted patients, or retail dispensaries, as applicable other local, state and federal agencies.

- Assure the documentation of all recall decisions and actions are saved properly in a master recall file.
- Keep management informed of at all stages of the recall.
- Create final recall report, patient notification, press release, and notification to the Commission.

40.4 - Notification protocols to other licensees and the Commission through the Statewide Seed-to-Sale Tracking System.

The Applicant's Containment and Recall Plan addresses and achieves tracking all related actions taken during the recall scenario, maintaining accurate inventory, documenting recall-related records, and issuing prompt communications to notify affected purchasers, license holders, and the Commission. The Applicant's employees will investigate to identify and document the root cause of the potential non-compliance issue. If determinable, and based on the investigation results, the Executive Team and CEO decide as to whether a voluntary recall is required. The Applicant will determine the recall window and decide if the incident is isolated or if other products or batches may be affected. Independent laboratory testing results will be used to determine if other batches and lots are impacted. If other products are affected, these products will be added to the recall plan. As described in detail below, any affected product still at the Dispensary will be isolated, and any pending sales containing affected product will be canceled, and an alternative product or refund will be offered to affected purchasers. Using the State mandated Seed to Sale software (Metrc) and the Cova (POS) system the Applicant will produce a report listing all purchasers that received the affected product. Refer to 40.1 Recall Actions for details on notification protocols to other licensees and the Commission.

The Applicant will take the following steps regarding Product Recovery and Disposal.

1. Product Recovery and Disposal:
    a. A designated member of Recall Committee will control all affected product. Any returned product will be clearly marked "Not for sale or distribution" and will be stored in an area that is separate from any other cannabis products and clearly labeled "Quarantine" and stored in the appropriate vault.

b. Any disposition or reconditioning of product may need to be documented and/or approved by the Alabama Medical Cannabis Commission.

c. A designated member of Recall Committee will also work with the Alabama Medical Cannabis Commission to receive approval to dispose of the contaminated product. All products will be disposed in accordance with the provisions of 538 x 4.07(O)(10) and the Applicants Cannabis Waste Management Plan.

d. All quantities and QR codes of disposed items will be recorded in all applicable systems including the State mandated Seed to Sale tracking software (Metrc).

e. The Recall Committee designee will reconcile the volume of recalled product produced with the volume of recalled product on hand and returned.

If it is determined that a recall is not required, the appropriate follow-up actions will be taken with the purchaser and vendor based on the facts and circumstances of each case. If a recall is determined to be required, the Applicant will immediately notify the CEO and legal counsel to assess any insurance coverage implications, and the Commission. The Applicant will initiate the recall plan for the swift identification, removal, quarantine, and destruction of affected products as well as to assist with affected purchaser communication protocols.

40.5 -Processes to ensure that the recalled product is returned, remediated (and approved as safe), or destroyed.

The Applicant's procedures are developed to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by the Applicant to remove defective or potentially defective cannabis products from the market, as well as any action undertaken to promote public health and safety. The Applicant will initiate the recall plan for the swift identification, removal, quarantine, and destruction of affected products as well as to assist with affected purchaser communication protocols. The Applicant's Containment and Recall Plan addresses destroying the affected product in compliance with the Applicant's Cannabis Waste Management Plan.

All product associated with the recall will be placed in a designated "Quarantine area" within the appropriate Vault. Quarantined product will be secured, physically separated, and tracked separately from all other products. The Applicant will place a notice on the

front of the container storing the quarantined product stating the product in question, by name, QR code and batch number, reason for recall and potential steps to be taken for remediation.

All patients that purchased the product in question will be contacted in a discreet manner to inform of the potential problems with the product they purchased. Refunds will be issued to all patients who can produce proof of purchase. The Applicant tracks all patient purchases so the burden of proof will be waived for patients who cannot produce a receipt. The Applicant will willingly accept all and any product for disposal from any patient upon their request.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated, destroyed disposed of in accordance with the provisions of 538 x 4.07(O)(10) and the applicants cannabis/Medical cannabis Waste Management Plan. Such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

40.6 - Processes to report the Commission and any other appropriate regulatory body regarding crisis response and steps taken to mitigate or avoid danger to the public.

The Applicant's Contamination and Recall Plan addresses communicating the recall to regulatory authorities and the public through its Recall Actions Plan outlined in 40.1 and its notification protocols outlined in 40.4.

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.

The Applicant will adhere to its comprehensive approach to Product safety and will maintain policies that try to combat and prevent the need for recalls. These policies include accepting cannabis and cannabis products ("Products") only from a licensed medical cannabis cultivator, processor, dispensary, or integrated facility. The Applicant will only receive products after they have a passing certificate of analysis from a licensed State Testing Laboratory. If a sample fails a test, the Applicant will recall all products from the entire batch from which the sample was taken in accordance with all applicable policies and procedures and rules.

The Applicant's Containment and Recall Plan addresses identifying products that should be included in the recall, and quarantining impacted products within the Dispensary and retrieving and quarantining products that have left the Dispensary as a result of being purchased.

The Applicant will create and have all Certified Dispensers and employees study internal procedures and will receive training through mock recalls so the Applicant can guarantee all employees handling a recall understand their responsibilities. The mock recalls will be used to determine whether the recall procedures can identify and quickly control a given batch of potentially affected products, reconcile the quantities produced and quantities in inventory, and quantities distributed. A mock recall will serve to both identify potential problems and allow employees to become more familiar with recall procedures. The Applicant will carry out surprise mock recalls and live drills annually.

The Applicant's employees will investigate to identify and document the root cause of the potential non-compliance issue. If determinable, and based on the investigation results, the Executive Team and CEO decide as to whether a voluntary recall is required. The Applicant will determine the recall window and decide if the incident is isolated or if other products or batches may be affected. Independent laboratory testing results will be used to determine if other batches and lots are impacted. If other products are affected, these products will be added to the recall plan. As described in detail below, any affected product still at the Dispensary will be isolated, and any pending sales containing affected product will be canceled, and an alternative product or refund will be offered to affected purchasers. Using the State mandated Seed to Sale software (Metrc) and the Cova (POS) system the Applicant will produce a report listing all purchasers that received the affected product.

In addition to the steps above, through our Recall Effectiveness Check and Recall Actions, outlined in 40.8, the Applicant will know what steps to take 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.

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.

The first step in a recall situation is the discovery of a potential product problem. Discovery can happen in many ways: supplier notification, lab discovery, employee observation, consumer complaint or through the Commission. The Applicant will collect and analyze all information and data regarding product that may be recalled. The Applicant's Recall Committee will assess the scope of product that should be recalled (amount and type of product). The Applicant Recall Committee will assess the depth of any recall. Levels of recall depth are:

- Wholesale level: Product has been distributed to a Cultivator, Processor, or Integrated Facility (warehouse) and is not under the direct control of the applicant.
- Retail level: Product has been received by Dispensaries for sale to patients.
- Patient/Consumer level: Product has been sold directly to patients.

Recall Effectiveness Checks:

The Applicant is responsible for determining whether the recall is effective. We will verify that all patients have received notification and that they have taken appropriate action. We will confirm receipt of the Notice of Recall with all patients and business accounts.

Recall Actions: Termination of Recall:

Termination of the recall is considered after all reasonable efforts have been made to remove the recalled product from commerce, including reconciliation, recall effectiveness and disposition. The Recall Committee will issue a report to the Board of Directors and the Alabama Medical Cannabis Commission as to the reason for the recall and the corrective action plans to prevent this from happening again.

Appendix A: Template for Patient and Customer Notification of Product Recall

Applicant Letterhead

<Insert Product Name/Category> RECALL Date

Contact Name Applicant Address City, State

Phone Number Email Website

Dear <>

This notice is to inform you of a product recall involving:

Product Label: Name/ Brand Name/ Description/ Batch/Lot Numbers and other identifying information.

See the enclosed product label: <Insert Label>

This product is being recalled due to <name problem>. The use of this product should be ceased immediately. Continued use of the <name> may cause <list issues/health problems>.

This product was available for sale in the following locations <list> and it was available for sale from XX/XX/XXXX – XX/XX/XXXX.

Immediately review any product you may have in your possession and quarantine it. You can return to our <Location> for a full refund and proper disposal.

If you have any questions, you can contact the Applicant at: Insert Recall Committee Designee<Name>, <Address>, <Phone Number>, <Email>, <Website>.

This recall is being made with the full knowledge of the Alabama Medical Cannabis Commission.

Sincerely,

CEO Name and Signature

Appendix B: Template for Press Release

COMPANY LETTERHEAD < Insert PRODUCT NAME.> RECALL Date

Contact Name Firm's Name Address City, State

Phone number

FOR IMMEDIATE RELEASE <DATE> COMPANY NAME

TITLE , PHONE

DESCRIPTIVE TITLE OF RECALL

<DATE><CITY> <COMPANY NAME, ADDRESS>, is recalling its <SPECIFIC PRODUCT(S)> because they<SPECIFIC REASON FOR RECALL>.INSERT PATHOGEN OR OTHER REASON FOR RECALL DESCRIPTION

The recalled <PRODUCT> was distributed <DISTRIBUTION DESCRIPTION>. <SPECIFIC PRODUCT DESCRIPTION> Illnesses <HAVE/HAVE NOT> been reported to date in connection with this problem.

The contamination was noted after testing by <STATE/FEDERAL AGENCY NAME or OTHER> revealed the presence of <PATHOGEN NAME> in some <DESCRIPTION OF PRODUCT>.

Production of the product has been suspended while <THE COMPANY, STATE AND FEDERAL OFFICIALS> continue their investigation as to the source of the problem.

Consumers who have purchased <DESCRIPTION OF PRODUCT> are urged to return them to the place of purchase for a full refund. Consumers with questions may contact <THE COMPANY and COMPANY CONTACT NAME, PHONE NUMBER, EMAIL, WEBSITE> <TIME PERIOD>

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

41.1 – Any proposed logos, branding, messaging, or other marketing or advertising communications, either in-house (e.g., in displays or on video monitors installed in the dispensing site) or providing exemplars of any specific advertisements

Logo §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

Branding: [Name]: [redacted] [Tag]: §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

In Store Marketing will feature the Brand name on in-store menu displays and Point of Purchase Displays / Signs. Below is a representative example of our Branded "Menu Board" that will be displayed inside each dispensary.

§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

Example In-house Digital Display Product Signage:

The Applicant will display signage at each Point-of-Sale (POS) station providing product names and product details. The signage will include all required warnings regarding the product as well. Below is an example Point of Sale/Purchase Signage:

41.2 – Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.

Applicant will list its dispensaries with the major Dispensary Directory websites when and if they begin coverage in the state of Alabama as follows:

- https://www.Weedmaps.com
    - Development of "Brand Account" on Weedmaps platform to inform patients of product mix, product details, and place of purchase
    - Brand listing page will include the following:
        - ✓ Company name
        - ✓ Company description
        - ✓ Available products
        - ✓ Location to purchase
        - ✓ Product promotions (if applicable)
    - Each product listing will include the following:
        - ✓ Product image
        - ✓ Product description
        - ✓ Dosages and recommended usage
        - ✓ Product price

- ✓ Location to purchase

- https://www.Leafly.com
  - Development of "Brand Account" on Weedmaps platform to inform patients of product mix, product details, and place of purchase
  - Brand listing page will include the following:
    - ✓ Company name
    - ✓ Company description
    - ✓ Available products
    - ✓ Location to purchase
    - ✓ Product promotions (if applicable)
  - Each product listing will include the following:
    - ✓ Product image
    - ✓ Product description
    - ✓ Dosages and recommended usage
    - ✓ Location to purchase

41.3 – The identity of any media outlet or third-party individual or entity who is projected to play any role in the Applicant's marketing or advertising efforts, and copies of all contracts or contract forms proposed for use, if any, between itself and such media outlet or third-party individual or entity.

See exhibit 41.2 response above. These are the only 3rd parties expected to be involved at this time, other Dispensary operators within the state notwithstanding.

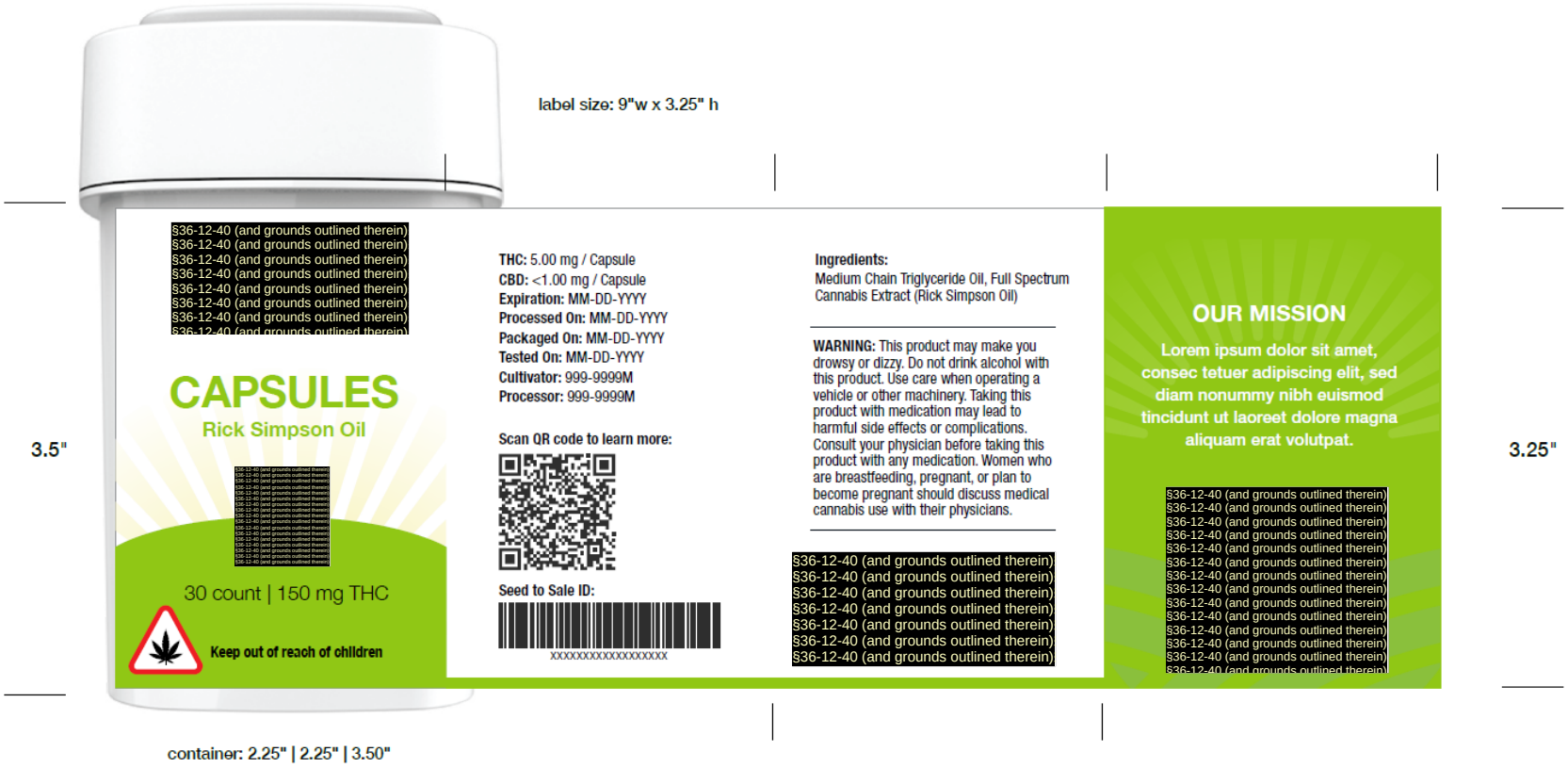
Remainder of page intentionally left blank.

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 child-resistant, tamper-evident, or other safety features, demonstrating conformity with the Act and the AMCC Rules.

Product	Tincture	Capsules	Topical Gel	Gelatinous Cubes
Form Factor	Tincture Bottle	DRAM Bottle	Glass Jar	Mylar Pouch
Capacity	30ml	45 DRAM	2 oz	7 grams
Color	Matte White	Matte White	Matte White	Matte White
Child Resistant	Top	Top	Top	Enclosure
Tamper Evident	Strip	Strip	Strip	Enclosure
Size:	See 41.5			

41.5 – Exemplars 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.

45 Dram Container Child Resistant



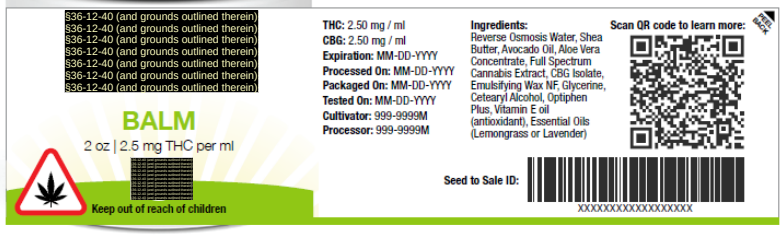
2 oz Child Resistant Glass Jar
Matte White

2.13"

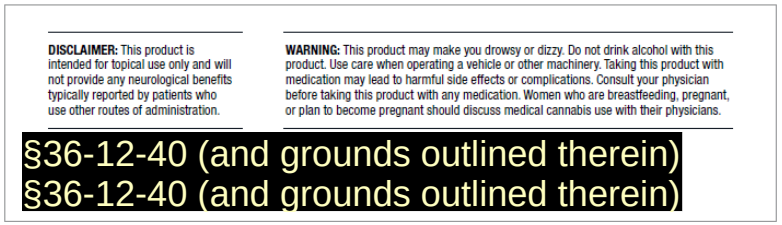
circumference: 6.7"

80% wrap-around label
label size: 5.36"w x 1.5" h

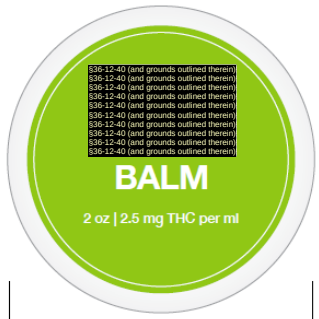
2.24"



EXTERIOR OF LABEL



INTERIOR OF LABEL



lid label size: 2" round

2.13"

FRONT VIEW

BACK VIEW

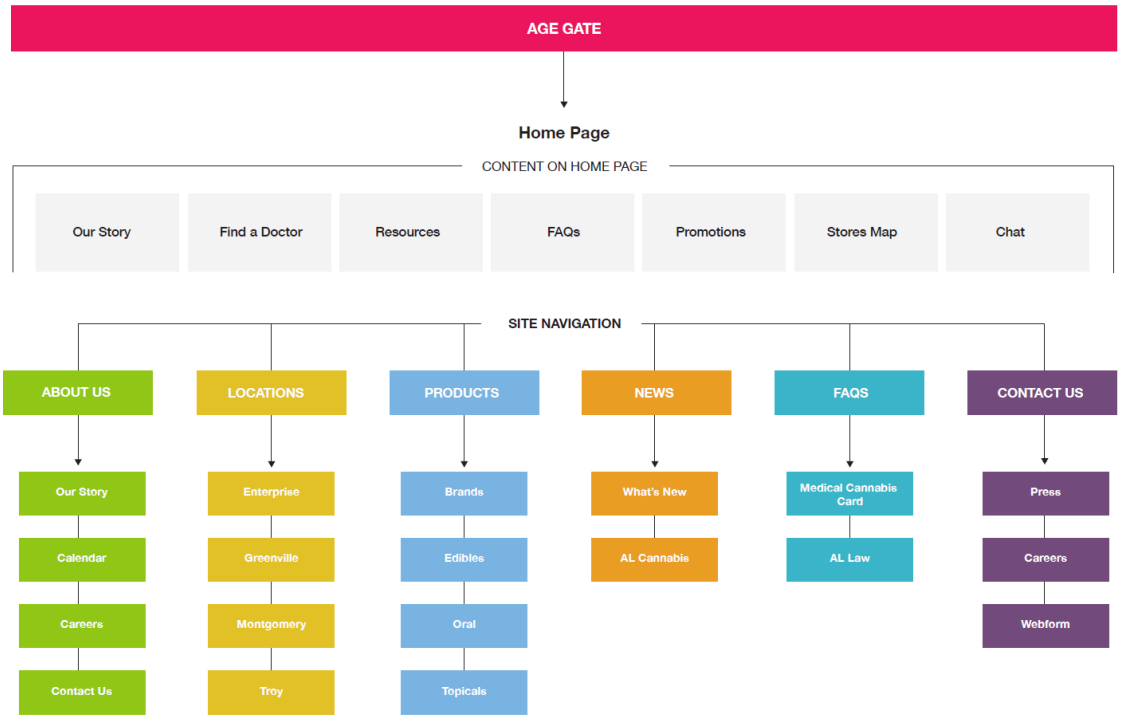
Exhibit 42 – Website and Social Media

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.

Sterling F. Stoudenmire IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

42.1 – A complete site map of each website owned or operated by the Applicant.



42.2 – The web address of each webpage, social media page, or other online site owned or operated by the Applicant.

www.solisalabama.com

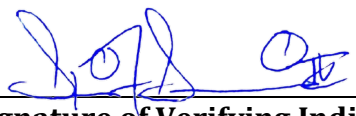
www.bswmc.com

Remainder of page intentionally left blank.

Form I – Ownership Entity Individuals Forms

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

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.

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type

Ownership Entity Information

BSWMC, LLC	100%
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

BASMIT, LLC	Member	47.5%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

JWW Agricultural, LLC	Member	47.5%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

Sterling F. Stoudenmire, IV	Member	5.0%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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.

William B. Wilson	Manager
Printed Name of Verifying Individual	Title of Verifying Individual
[signature]	12/28/22
Signature of Verifying Individual	Verification Date

Form I: Ownership Entity Individuals
Page 2

FORM I: OWNERSHIP ENTITY INDIVIDUALS

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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.

BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type

Ownership Entity Information

BSWMC, LLC	100%
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

James L. Bassett	Manager	11.875%-Indirect
Owner Name	Role	% Ownership in Entity
§36-12-40 (and grounds outlined therein)		
§36-12-40 (and grounds outlined therein)		
City	State	Zip

James H. Smith	Manager	11.875%-Indirect
Owner Name	Role	% Ownership in Entity
§36-12-40 (and grounds outlined therein)		
§36-12-40 (and grounds outlined therein)		
City	State	Zip

James W. Wilson	Manager	23.75%-Indirect
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

William B. Wilson	Manager	23.75%-Indirect
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

Sterling F. Stoudenmire, IV	Member	5.0%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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.

William B. Wilson	Manager
Printed Name of Verifying Individual	Title of Verifying Individual
[signature]	12/28/22
Signature of Verifying Individual	Verification Date

Form I: Ownership Entity Individuals
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BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

Ownership Entity Information

Jim Wilson, III Enterprises, LLC
Ownership Entity Name

23.75% - Indirect
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

James W. Wilson, III Trust-9/3/04	Member	99.0%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

William B. Wilson Trust-9/3/04	Member	1.0%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

James W. Wilson, III	Manager	99.0% - Indirect
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)

§36-12-40 (and grounds outlined therein)

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.

James W. Wilson, III	Manager
Printed Name of Verifying Individual	Title of Verifying Individual
Signature of Verifying Individual	12/20/22 Verification Date

Form I: Ownership Entity Individuals
Page 2

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BSWMC, LLC	Integrated Facility
Business License Applicant Name	License Type

Ownership Entity Information

JWW Agricultural, LLC	47.5%
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

Jim Wilson, III Enterprises, LLC	Member	50.0%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

Will Wilson Enterprises, LLC	Member	50.0%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

James W. Wilson, III	Manager	50.0% - Indirect
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

William B. Wilson	Manager	50.0% - Indirect
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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.

James W. Wilson, III
Printed Name of Verifying Individual

Manager
Title of Verifying Individual

Signature of Verifying Individual

12/20/22
Verification Date

Form I: Ownership Entity Individuals
Page 2

FORM I: OWNERSHIP ENTITY INDIVIDUALS

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BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

Ownership Entity Information

James W. Wilson, III Trust-9/3/04
Ownership Entity Name

23.75% - Indirect
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

James W. Wilson, III
Owner Name

Trustee/Beneficiary
Role

100%
% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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.

James W. Wilson, III
Printed Name of Verifying Individual

Trustee
Title of Verifying Individual

Signature of Verifying Individual

12/20/22
Verification Date

Form I: Ownership Entity Individuals
Page 2

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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

Ownership Entity Information

William B. Wilson Trust-9/3/04
Ownership Entity Name

23.75% - Indirect
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

William B. Wilson	Trustee/Beneficiary	100%
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

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.

William B. Wilson	Trustee
Printed Name of Verifying Individual	Title of Verifying Individual
[signature]	12/20/22
Signature of Verifying Individual	Verification Date

Form I: Ownership Entity Individuals
Page 2

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.

BSWMC, LLC
Business License Applicant Name

Integrated Facility
License Type

Ownership Entity Information

William B. WIlson Enterprises, LLC
Ownership Entity Name

23.75% - Indirect
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
James W. Wilson, III Trust-9/3/04	Member	1.0%

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

Owner Name	Role	% Ownership in Entity
William B. Wilson Trust-9/3/04	Member	99.0%

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

City	State	Zip

William B. Wilson	Manager	99.0% - Indirect
Owner Name	Role	% Ownership in Entity

§36-12-40 (and grounds outlined therein).

§36-12-40 (and grounds outlined therein).

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.

William B. Wilson
Printed Name of Verifying Individual

Manager
Title of Verifying Individual

Signature of Verifying Individual

12/20/22
Verification Date

Form I: Ownership Entity Individuals
Page 2

Management Services Agreement

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.

Sterling F. Stoudenmire, IV	Chief Operating Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

CONTRACT FOR ADMINISTRATIVE SERVICES

THIS CONTRACT FOR ADMINISTRATIVE SERVICES (this "Agreement") is made this 13th day of December, 2022, by and between BSWMC, LLC (the "Company") and §36-12-40 (and grounds outlined therein)§3 (the "Contractor");

WHEREAS, Company shall operate an integrated facility that shall be duly licensed and certified under all applicable state, local and other statutes and regulations to, cultivate cannabis, process cannabis into medical cannabis, including proper packaging and labeling of medical cannabis products, to dispense and sell medical cannabis only to a registered qualified patient or registered caregiver, to transport cannabis or medical cannabis between its facilities, and to sell or transfer medical cannabis to a dispensary;; and

WHEREAS, Company desires to employ Contractor and Contractor desires to be employed by Company for the purpose of providing accounting and asset management services for the Company upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements, obligations, and covenants contained herein, the parties hereto, intending to be and being legally bound, do hereby agree as follows:

Section 1. Scope.

Company hereby employs Contractor to assist the Treasurer in the execution of certain duties under Section 8.7 of the Company's Limited Liability Company Operating Agreement dated July 6, 2022. Contractor hereby accepts such employment on the terms set forth herein and agrees to use its good faith efforts in the performance of its duties hereunder. Company and Contractor agree that this relationship shall be that of an independent contractor and shall not create a fiduciary relationship and/or joint venture or partnership between the parties. The only responsibilities and duties of Contractor shall be those set forth herein.

Section 2. Duties.

Contractor shall, at the expense of Company, except where expressly provided to the contrary, provide for the performance of duties and rendering of services for the care, protection, and operation of the Company. Without intending to limit the generality of the foregoing, Contractor shall:

2.1 General. Apply good business practices supporting the operations, management, and maintenance of the Company as a company that grows, processes and dispenses medical cannabis, as well as derivative products associated with medical cannabis, where permitted by applicable laws and use that degree of care and skill which a reasonable businessman in the Contractor's profession would exercise in transactions of a similar nature for its own account.

2.2 Contracts for Operating Services. In accordance with the Company's approved annual operating budget, make contracts in the name of Company for audit services, tax services and other normal operating services or such of them as Contractor shall deem advisable and necessary for the operation and maintenance of the Company and make payments as required pursuant to said contracts. Company shall assume the obligation of any contract entered into and still in effect at the expiration or prior termination of this Agreement as provided herein.

2.3 Handling of Funds. Deposit all funds collected from the operation of the Company, or in any way incidental thereto, in an operating account (the "Operating Account") separate from Contractor's account. Contractor may endorse any and all checks drawn to the order of Company in connection with the Company for deposit in the Operating Account. The Operating Account shall be in the name of Company with an account name and at a bank approved by Company. Representatives of Contractor, as authorized by Contractor and for purposes approved herein or otherwise approved by Company, shall have signature authority on the Operating Account.

2.4 Accounting and Records.

a. Books of Account. Maintain books of account reflecting the operation of the Company. Company and Company's accountants shall have the right to audit such records of Contractor, upon prior written notice thereof to Contractor, during normal business operating hours.

b. Monthly Statements. Deliver to Company on or before the twentieth (20^{th}) day of each month a detailed monthly statement of income and expenses for the preceding calendar month, which statement shall be in form acceptable to both parties. Each such monthly statement shall include a schedule of income and expenses (including Contractor's compensation described herein) for the preceding month.

2.5 Claims: Advise Company of the receipt by Contractor of any summons, subpoenas, or other like legal document, including any actual or alleged potential liability of Company or the Company to a third party and consult with Company regarding the basis therefor; assist in the defense of any third party legal action arising out of such claims and in the enforcement against third parties of any legal right of Company arising out of this Agreement or otherwise related to the Company. Contractor shall employ outside counsel of its choosing, at Company's expense, attorneys to:

a. file, comprise, and collect claims on behalf of Company made against third parties; and

assist in the prosecution or defense of any actual or possible legal action arising out of any such claims.

Section 3. Term.

3.1 Term of Agreement. This Agreement shall be deemed to have commenced on January 1, 2022, herein the "Effective Date," and shall continue in full force and effect until the fifth anniversary of the Effective Date whereupon it shall then continue on a year to year basis unless sooner terminated in accordance with Section 3.2 below.

3.2 Termination. This Agreement may be terminated upon the occurrence of any of the following events:

a. Termination of the Agreement by Company, at its option, in the event of gross negligence or willful default by Contractor in the performance of its duties and obligations hereunder, upon thirty (30) days' prior written notice to Contractor of such default describing such failure(s) with reasonable specificity, unless Contractor shall cure or take actions to cure said default and/or the effects of said default within a thirty (30) day period after the giving of such notice, or such longer period as may be necessary to cure if the cure cannot be completed in such thirty (30) day period, provided Contractor commences to cure said default within such period and thereafter diligently proceeds so to do.

b. Termination of the Agreement by Contractor or Company at any time, upon the giving of ninety (90) days' prior written notice to Company.

3.3 Duties Upon Termination. Upon the termination of this Agreement, Contractor shall render an accounting to Company, and within ten (10) days of the rendering of such an accounting, Company shall pay Contractor all amounts then due it hereunder through the date of termination; thereafter, neither Contractor nor Company shall have any rights, duties, or obligations hereunder, except any indemnities in favor of Contractor shall survive termination of this Agreement. At the termination of this Agreement, Contractor shall deliver to Company, upon Company's request, (a) immediately payable funds in the amount equal to all amounts then due Company hereunder including any payments of Company tenants held by Contractor (less all amounts due to Contractor hereunder); and (b) such copies of transaction documents, service contracts and other agreements related to the Company, and extra promotional brochures, leases, posters, signs, and stationery pertaining to the Company, as may be in the Contractor's possession and as the Company may request.

Section 4. Compensation of Contractor.

4.1 Management Fee. Beginning with the effective date of this Agreement as established herein, Company shall pay Contractor a management fee (herein "Management Fee") in an amount for each calendar month of the Term hereof equal to the amounts as prescribed in Exhibit B. In the event the Term hereof expires or is terminated on any date other than the end of a calendar month, Contractor's compensation for such period of less than a full calendar month shall be prorated on a daily basis.

4.2 Payment of Management Fee. On the last business day of each calendar month, Contractor shall be entitled to disburse to itself an amount equal to the full Management Fee for the current month. In the event that funds in the Operating Account are insufficient to pay Contractor the full Management Fee due, Company agrees to pay Contractor such amounts due within ten (10) days of Contractor's submission to Company of an invoice therefor.

4.3 Legal Services. Not applicable.

4.4 Construction Management Fees. Not applicable.

4.5 Data Processing fees. Not applicable.

4.6 Disbursements. Contractor may disburse to itself all amounts due hereunder from the Operating Account maintained by it; provided, however, that any such amounts which Contractor disburses to itself hereunder shall be accounted for by Contractor in the monthly statements furnished Company and shall be disbursed in accordance with the provisions of this Section 4.

4.7 Reimbursement of Contractor. In the event Contractor should advance any amounts from its own funds (rather than from the funds of Company) in payment of any obligations authorized herein, including legal fees, Company shall reimburse such amounts to Contractor within ten (10) days of Contractor's submission to Company of an invoice therefor or Contractor may reimburse itself from the bank account maintained; provided, however, that any such reimbursement which Contractor disburses to itself hereunder shall be accounted for by Contractor in the monthly statements furnished Company.

4.8 Expenses to be Paid by Company. In accordance with the Approved Budget, the Company shall pay to Contractor, or directly as may be appropriate, all expenses incurred in the management of the Company, including but not limited to, the expense of the Company manager and staff, expense of clerical, legal, security, insurance, bookkeeping, and auditing, travel expenses, telephone and utility expenses and such other expenses, incurred by Contractor in the management of the Company.

Section 5. Indemnification.

5.1 Indemnification. Company shall indemnify Contractor and save it harmless from and against all claims, losses, and expenses and liabilities (including attorneys' fees and court costs arising out of damage to property or injury to, or death of, persons (including the property and persons of the parties hereto and their agents, subcontractors, and employees) occasioned by, in connection with, or as a result of the acts or omissions of Company or Company's agents, employees, or subcontractors (other than the Contractor or the Contractor's agents, employees, or subcontractors). In the performance of its duties

hereunder, Contractor shall diligently endeavor to protect the property rights and interest of Company as vested in the Company, provided, however, that Contractor shall not be liable for any error of judgment or for any mistakes of fact or law, or for anything which it may do or refrain from doing hereafter, except in the case of willful misconduct or gross negligence.

5.2 Waiver. Company and Contractor hereby waive all rights against each other for damages caused by casualties which are fully covered by insurance required to be maintained by Section 2.13(b) and in effect at the time of such waivers shall not extend to such rights as such parties may have to the proceeds of insurance paid in connection with any loss.

Section 6. Professional Services.

Contractor shall, at Company's sole cost and expense, retain third party attorneys, accountants, and any other consultants of its choosing to furnish services required in the discharge of Contractor's and powers under this Agreement.

Section 7. Notices.

All notices required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been properly given or served when delivered personally or when deposited in mail via certified mail, return receipt requested addressed to the following addresses:

TO AGENT: §36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

TO COMPANY: BSWMC, LLC
2660 EastChase Lane, Suite 100
Montgomery, Alabama 36117
ATTN: James L. Bassett
Email: jimmy@becksturf.com

All such notices shall be deemed effectively given upon receipt, if delivered personally, or on the postmark date, if deposited in the United States mail. Contractor and Company shall each have the right to change the address to which notices shall be given by notice in accordance with the provisions of this paragraph. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

Section 8. Company's Cooperation.

Company agrees that it will act diligently and in good faith and will cooperate fully with Contractor in all matters relating to the Company. Company will act as expeditiously as possible on all requests by Contractor for approvals required hereunder. In exercising its right of approval, Company agrees to act timely, reasonably and in good faith.

Section 9. Authorized Representatives.

Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Company or Contractor, as the case may be, shall be given or taken by the authorized representatives of each. For purposes of this Agreement, the authorized representative of the Company shall be either of the following:

James W. Wilson, III
William B. Wilson
James L. Bassett
James H. Smith

and the authorized representatives of the Contractor shall be any one or more of the following:

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

Any party hereto may from time to time designate other or replacement authorized representatives by written notice from one of its authorized representatives to the other party hereto. The written statements and representations of any authorized representative of the Company or Contractor shall be binding upon the party for whom such person is the authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take.

Section 11. Miscellaneous.

11.1 Assignability and Binding Effect. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their legal representatives, successors, and assigns but may not be assigned by either party, without the prior written consent of the other party.

11.2 Modifications. No change or modification of this Agreement and no waiver of any term or condition hereof, at any time during the term hereof, shall be valid or binding upon the parties hereto unless such change modification, or waiver shall be in writing and signed by both parties hereto.

11.3 Duplicate Originals. For the convenience of the parties hereto, any number of counterparts hereby may be executed, and each such counterpart shall be deemed to be an original instrument.

11.4 Construction. This Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. The titles of the sections and subsections herein have been

inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

11.5 Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement and is the complete and exclusive statement of the terms hereof notwithstanding any representation or statement to the contrary hereto are made.

11.6 Time of Essence. Time is of the essence of this Agreement.

11.7 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

WITNESS:

COMPANY:
BSWMC, LLC, a Delaware
limited liability company

By: _____
James L. Bassett, Manager

Date: 12-28-22

CONTRACTOR:

WITNESS:

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

License Type: Integrated Facility

Exhibit B

Accounting and Management Fees	§36-12-40 (and grounds outlined therein) §36-12-40 (and grounds outlined therein)

Proof of Minimum Liability and Casualty Insurance

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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

December 29, 2022

BSWMC, LLC
2660 Eastchase Lane, Suite 100
Montgomery, AL 36117

Re: Letter of Intent: BSWMC, LLC

To Whom It May Concern:

It is a pleasure for me to have the opportunity to recommend one of our valued clients: BSWMC, LLC. BSWMC, LLC has engaged our Cannabis Practice as their outsourced risk management and insurance team to help develop a risk analysis that will include several stages of their development:

1. Leasing/purchasing of the cultivation, manufacturing, and retail locations
2. Construction activity to ready the site for operations
3. Operational stage (once cannabis is on the premise)

Part of this analysis will also consist of standard safety and loss control measures for entering and egress of the facility, burglar alarms, fire protection, specific requirements for storing the inventory, cash and vendor tracking systems. The casualty insurance lines of coverage will include:

1. Property Coverages: TBD per buildout
    a. Building coverage
    b. Business Personal property
    c. Business Income and Extra Expense:
    d. Cannabis Inventory and finished products
    e. Crop Coverage
    f. Tenant Improvements and betterments
2. Auto Liability: $1,000,000 combined single limit
    a. Owned and Hired Non-Owned
3. General liability: $1,000,000 per occurrence; $2,000,000 aggregate
    a. Assault & Battery
4. Product Liability: $1,000,000 per occurrence; $2,000,000 aggregate

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)

   a. Product withdrawal sub limits: $100,000
5. Workers Compensation: statutory limits
   a. Job descriptions
   b. Safety program
6. Cyber Liability: $1,000,000 per occurrence; $2,000,000 aggregate
7. Employment Practice Liability: $1,000,000 per occurrence; $1,000,000 aggregate
8. Directors & Officers Liability: $1,000,000 per claim; $1,000,000 aggregate

Our history and review of their ownership, management team, and insurance and risk management plans clearly indicate a company thoroughly versed in the cannabis industry with a strong depth of experienced processes, procedures, and personnel.

Based upon our experience, our discussion and reviewing their preliminary applications for our Cannabis and Hemp insurance programs, we can foresee no difficulty in fulfilling the insurance policies needed with AM Best A-rated carriers for managing their operations and compliance for all the city, county, and state requirements.

If you have any questions, feel free to call our office.

§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
§36-12-40 (and grounds outlined therein)
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Affidavit – Entity 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.

Sterling F. Stoudenmire, IV	Chief Executive Officer
Printed Name of Verifying Individual	**Title of Verifying Individual**
	March 3, 2023
Signature of Verifying Individual	**Verification Date**

FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STATE OF Alabama)

)

Montgomery **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: BSWMC, LLC
2. NAME OF AFFIANT: William Byrne Wilson
3. AFFIANT'S POSITION WITH APPLICANT: Manager
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.
      _____ 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.)
      _____ 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.
      _____ INITIAL HERE
   d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.
_____ INITIAL HERE

e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.
_____ INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.
_____ INITIAL HERE

g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.
_____ INITIAL HERE

h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.
_____ INITIAL HERE

i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.
_____ INITIAL HERE

j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.
_____ INITIAL HERE

Signature of Affiant
Acting for and on behalf of:

BSWMC, LLC
Applicant

Sworn to and subscribed before me on this 30th day of December, 2022.

Bonnie S. Hinson
Notary Public

My Commission Expires: 11/25/2024

BONNIE S. HINSON
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES
NOVEMBER 25, 2024

FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STATE OF Alabama)

)

Montgomery **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: BSWMC, LLC
2. NAME OF AFFIANT: Sterling Franklin Stoudenmire, IV
3. AFFIANT'S POSITION WITH APPLICANT: Chief Executive Officer
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.
   _____ 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.*)
   _____ 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.
   _____ INITIAL HERE
   d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.
_____ INITIAL HERE

e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.
_____ INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.
_____ INITIAL HERE

g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.
_____ INITIAL HERE

h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq. Code of Alabama 1975.
_____ INITIAL HERE

i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.
_____ INITIAL HERE

j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.
_____ INITIAL HERE

_____
Signature of Affiant
Acting for and on behalf of:

BSWMC, LLC
Applicant

Sworn to and subscribed before me on this 30th day of December, 2023.

Bonnie S Hinson
Notary Public

My Commission Expires: 11/25/2024

[SEAL] BONNIE S. HINSON NOTARY PUBLIC STATE OF ALABAMA MY COMMISSION EXPIRES NOVEMBER 25, 2024

UNANIMOUS WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF THE
MEMBERS OF BOARD OF BSWMC, LLC

The undersigned, who are all of the members of the Board of BSWMC,LLC, an Alabama limited liability company (the "Company"), hereby consent in and to the following actions of the Company. This action by all of the Board Members shall be filed with the Company's records and shall have the same force and effect as if the resolutions and actions taken herein had been duly adopted at a meeting of the Members of the Board with all being present.

WHEREAS, the Company is desirous of appointing a Representative to serve as contact and Company signatory on any application, affidavit or other document needed in the license application process before the Alabama Medical Cannabis Commission (the "Commission"); and

WHEREAS, the Board Members desire to authorize the execution and delivery of documents in connection with such application;.

NOW, THEREFORE, BE IT RESOLVED, that the foregoing recitals are true and correct;

BE IT FURTHER RESOLVED, that the Company hereby authorizes the Company to execute and deliver the proposed application for licensure before the Alabama Medical Cannabis Commission; and

BE IT FURTHER RESOLVED, that each of James Winfrey Wilson, III, and/or William Byrne Wilson and/or James Huntley Smith and/or James Leonard Bassett and/or Sterling F. Stoudenmire, IV (each, an "Authorized Officer"), is each hereby authorized to execute, in the name of and on behalf of the Company any such applications, affidavits or other agreements, documents or certificates necessary or related to the application for a license from the Commission, and to take from time to time any other actions which such Authorized Officers shall in their discretion determine to be appropriate to effect the transactions contemplated by such application.

BE IT FURTHER RESOLVED, The Company hereby appoints and authorizes Sterling F. Stoudemire, IV as the Company's Authorized Contact Person for the Commission and William Byrne Wilson its Authorized Responsible Party.

BE IT FURTHER RESOLVED, that the execution by any Authorized Officer of any documents authorized by the foregoing resolutions, or any documents executed in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of the Company, without the necessity of the signature or attestation of any other Authorized Officer of the Company; and

BE IT FURTHER RESOLVED, that any Authorized Officer of the Company is hereby authorized and directed to certify these resolutions to such Commission.

194222.1

BE IT FURTHER RESOLVED that this consent may be executed in counterpart and once all signatures are obtained shall be considered effective as if all signatories were signed on one instrument.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of BSWMC, LLC have executed this Unanimous Written Consent effective on the 1st day of September, 2022.

BOARD MEMBERS:

By: James W. Wilson, III

By: William B. Wilson

By: James Huntley Smith

By: James Leonard Bassett

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BOARD MEMBERS:

By: James W. Wilson, III

By: William B. Wilson

By: James Huntley Smith

By: James Leonard Bassett