

Review

**Selected Account: First Choice**

Your application has been filed with the Alabama Medical Cannabis Commission.

Your reference code is **1662**.

File Date : **03/24/2023 8:06 AM**

Your transaction ID is : **89099082**

Transaction Token: **f2c2e3bd-9291-4c18-9821-2561b4b73822**

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

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✓ **Request Number:** 0495

## General Applicant Information

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✓ **Applicant Name:** First Choice Farms, LLC

✓ **Applying as:** Business Entity

**Trade Name** :  
(DBAs)

✓ **Identification Number Type** : FEIN

✓ **Federal Tax Identification Number** : 920647904

✓ **Business Entity Name** : First Choice Farms, LLC

✓ **Business Entity Type** : Limited Liability Company

✓ **Secretary of State Entity ID Number** : 001043982

✓ **Federal Business Code No** : 111419

✓ **Date of Qualification, Organization or Incorporation:** 10/22/2022

## Applicant Street Address

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✓ **Street:** 6553 COUNTY ROAD 33

**Unit No / Apt No:**

✓ **City:** HOLLYWOOD

✓ **County:** 36-Jackson

✓ **State:** Alabama

✓ **Zip Code:** 35752

✓ **Address Verified?:** Yes

## Applicant Mailing Address

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✓ **Street:** 6553 COUNTY ROAD 33

**Unit No / Apt No:**

✓ **City:** HOLLYWOOD

✓ **State:** Alabama

✓ **Zip Code:** 35752

✔ **Address Verified?:** Yes

✔ **Applicant Website** : www.firstchoicefar  
ms.net

✔ **Applicant Email Address** : mark@firstchoicei  
v.com

✔ **Applicant Phone Number**: 6153513604

✔ **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 (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group?** :No

## Primary Contact Person

✔ **First Name:** Mark

✔ **Last Name:** Osborne

✔ **Title:** Managing Member

✔ **Phone Number:** 6153513604

✔ **Email:** mark@firstchoicei  
v.com

✔ **Street:** 6553 COUNTY ROA  
D 33

**Unit No / Apt No:**

✔ **City:** HOLLYWOOD

✔ **State:** Alabama

✔ **Zip Code:** 35752

✔ **Address Verified?:** Yes

## License Information

✔ **License Type:** Cultivator

## Facility Information

## Facility Information

✔ **Facility Type:** Cultivation Facility

## Physical Address

✔ **Street:** 910 ARENA RD

**Unit No / Apt No** :

✔ **City:** FRISCO CITY

✔ **County:** 50-Monroe

✔ **State:** Alabama

✔ **Zip Code:** 36445

✔ **Address Verified?** : Yes

## Facility Information Questions

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- ✓ Applicant's interest in property where proposed facility is located : Owns
- ✓ Is this facility under construction? : No
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 45
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 180
- ✓ 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

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## Ownership of Applicant

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

### Individual

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- ✓ Legal First Name : Deborah
- ✓ Legal Middle Name : Ivy
- ✓ Legal Last Name : Brown
- Suffix:
- ✓ Phone Number : 2514877709
- ✓ Email Address: ivy@firstchoiceiv.com
- ✓ Date of Birth: 04/12/1974
- ✓ Social Security Number : ██████████
- ✓ Race/Ethnicity: Caucasian
- ✓ Ownership Percentage of the Applicant : 41
- ✓ Role: Member

### Residence Address

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- ✓ Street: 910 ARENA RD
- Unit No / Apt No
- ✓ City: FRISCO CITY
- ✓ State: Alabama
- ✓ Zip Code: 36445
- ✓ Address Verified? : Yes

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- ✓ Select type of record: Individual

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

## Individual

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- ✓ Legal First Name : Jeffery
- ✓ Legal Middle Name : Leon
- ✓ Legal Last Name : Brown
- Suffix:
- ✓ Phone Number : 2513620552
- ✓ Email Address: ivy@firstchoiceiv.com
- ✓ Date of Birth: 10/25/1965
- ✓ Social Security Number [REDACTED]
- ✓ Race/Ethnicity: Caucasian
- ✓ Ownership Percentage of the Applicant : 10
- ✓ Role: Member

## Residence Address

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- ✓ Street: 910 ARENA RD
  - Unit No / Apt No
  - ✓ City: FRISCO CITY
  - ✓ State: Alabama
  - ✓ Zip Code: 36445
  - ✓ Address Verified? : Yes
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- ✓ Select type of record: Individual
- ✓ Does the individual have an ownership interest in the applicant? : Yes

## Individual

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- ✓ Legal First Name : Mark
- ✓ Legal Middle Name : Duane
- ✓ Legal Last Name : Osborne
- Suffix:
- ✓ Phone Number : 6153513604
- ✓ Email Address: mark@firstchoiceiv.com
- ✓ Date of Birth: 09/07/1957
- ✓ Social Security Number [REDACTED]
- ✓ Race/Ethnicity: Caucasian
- ✓ Ownership Percentage of the Applicant : 49
- ✓ Role: Manager

## Residence Address

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- ✓ Street: 247 SOUTHBURN DR
- Unit No / Apt No
- ✓ City: HENDERSONVILLE
- ✓ State: Tennessee
- ✓ Zip Code: 37075

✓ 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? : No

(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.

## 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: Mark Osborne

✓ Commercial license or certificate applied for : Pharmacy Technician

✓ Licensing Board or Commission : TN Board of Pharmacy

✓ Application Date : 08/01/2014

✓ Issued Date: 08/22/2014

✓ Expiration Date : 04/30/2024

✓ Select One: Applicant

✓ Name: Deborah Ivy Brown

✓ Commercial license or certificate applied for : RN

✓ Licensing Board or Commission : AL Board of Nursing

✓ Application Date : 05/21/2002

✓ Issued Date: 05/23/2002

✓ Expiration Date : 12/31/2025

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

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

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

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

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

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

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

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✓ 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

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**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?**

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- ✓ Commencement: 3 of Operation                                  ✓ Year One: 4    ✓ Year Two: 5
- ✓ Year Three: 5    ✓ Year Four: 6    ✓ Year Five: 6

✓ 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

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

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✓ 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

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

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✓ Signature: Mark Osborne

✓ Signature Date: 03/03/2023

✓ <b>Resume or Curriculum Vitae of Individuals with Ownership Interest:</b>	Exhibit 1 _ Resume or Curriculum Vitae of Individuals with Ownership Intere...
✓ <b>Residency of Owners:</b>	Exhibit 2 _ Residency of Owners _1_.pdf (/api/documents/srJ73W7Mi/dow...
✓ <b>Commercial Horticulture or Agronomic Production Experience of Owners:</b>	Exhibit 3 _ Commercial Horticulture or Agronomic Production Experience _1...
✓ <b>Criminal Background Check:</b>	Exhibit 4 _ Criminal Background Check _3_.pdf (/api/documents/2U0tg-Jux...
✓ <b>Demonstration of Sufficient Capital:</b>	Exhibit 5 _ Demonstration of Sufficient Capital.pdf (/api/documents/Yp90R...
✓ <b>Financial Statements:</b>	Exhibit 6 _ Financial Statements.pdf (/api/documents/r0D0QPifu/download)
✓ <b>Tax Plan:</b>	Exhibit 7 _ Tax Plan.pdf (/api/documents/vz-l82PiO/download)
✓ <b>Business Formation Documents:</b>	Exhibit 8 _ Business Formation Documents.pdf (/api/documents/lwJov65...
✓ <b>Business License and Authorization of Local Jurisdictions:</b>	Exhibit 9 _ Business License and Authorization of Local Authorities.pdf (/ap...
✓ <b>Business Plan:</b>	Exhibit 10 _ Business Plan.pdf (/api/documents/5TRUzU_A4/download)
✓ <b>Evidence of Business Relationship with other Licensees and Prospective Licensees:</b>	Exhibit 11 _ Evidence of Business Relationship.pdf (/api/documents/_WMZ...
✓ <b>Standard Operating Plan and Procedures:</b>	Exhibit 12 _ Standard Operating Plan and Procedures _1_.pdf (/api/docume...
✓ <b>Policies and Procedures Manual:</b>	Exhibit 13 _ Policies and Procedures Manual.pdf (/api/documents/EVhZEF...
✓ <b>Machinery and Equipment:</b>	Exhibit 14 _ Machinery and Equipment.pdf (/api/documents/sWbESICPT/d...
✓ <b>Receiving and Shipping Plan:</b>	Exhibit 15 _ Receiving and Shipping Plan.pdf (/api/documents/6sfGWFgQQ...
✓ <b>Facilities:</b>	Exhibit 16 _ Facilities.pdf (/api/documents/0_bUx3KCb/download)
✓ <b>Engineering Plans and Specifications:</b>	Exhibit 17 _ Engineering Plans and Specifications _Cultivation Facilities_.pdf...
✓ <b>Security Plan:</b>	Exhibit 18 _ Security Plan.pdf (/api/documents/BhrEHILs4/download)
✓ <b>Personnel:</b>	Exhibit 19 _ Personnel.pdf (/api/documents/HbO_aD71O/download)
✓ <b>Business Leadership Credentials:</b>	Exhibit 20 _ Business Leadership Credentials.pdf (/api/documents/QTBDf...
✓ <b>Employee Handbook:</b>	Exhibit 21 _ Employee Handbook.pdf (/api/documents/3Zkn82470/downlo...
✓ <b>Quality Control and Quality Assurance Plan:</b>	Exhibit 22 _ Quality Control and Quality Assurance Plan.pdf (/api/document...

- ✓ **Contamination and Recall Plan:** Exhibit 23 \_ Contamination and Recall Plan.pdf (./api/documents/pmFkub7...

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- ✓ **Marketing and Advertising Plan:** Exhibit 24 \_ Marketing and Advertising Plan.pdf (./api/documents/maWG05...


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- ✓ **Website and Social Media:** Exhibit 25 \_ Website and Social Media.pdf (./api/documents/BKlpecpeH/do...

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- ✓ **Ownership Entity Individuals (if applicable):** FORM-I-Ownership-Entity-Individuals.pdf (./api/documents/s6-7d9NMb/do...

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- ✓ **Management Service Agreement:** 1 Document(s) 

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- ✓ **Proof of Minimum Liability and Casualty Insurance:** COI Umbrelia policy 6-22 to 6-23.pdf (./api/documents/ft6EH8USO/downlo...

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- ✓ **Affidavit - Entity Applicant:** FORM-K-Affidavit-of-Entity-Applicant-for-License-1.pdf (./api/documents/jD...

## Payments

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- ✓ **Payment Options:** Credit Card
-



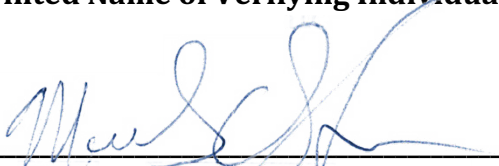
# Exhibit 1 - Resume or Curriculum Vitae of Individuals with Ownership Interest in Applicant

## Verification

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

Mark Osborne

Printed Name of Verifying Individual



Signature of Verifying Individual

Managing Member

Title of Verifying Individual

03-02-2023

Verification Date

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

First Choice Farms, LLC

Cultivator

Business License Applicant Name

License Type

Mark Duane Osborne

49%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

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

[Redacted]		
Residential Street Address		
[Redacted]	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	
Residential Street Address		
[Redacted]	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	
Residential Street Address		
[Redacted]	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	
Residential Street Address		
[Redacted]	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	

**Education**

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

<u>Western KY Univeristy</u>	<u>Bowling Green</u>	<u>KY</u>
Institution	City	State
<u>09/1975</u>	<u>05/1979</u>	<u>BA Business Admin</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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

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

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

**Employment History**

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

<u>First Choice Wellness &amp; Infsuion Centers</u>	<u>Mark Osborne-owner</u>	<u>866-665-3244</u>
Employer	Contact Person	Telephone
<u>600 Commons Dr., Ste 101A</u>		
Business Address		
<u>Gallatin</u>	<u>TN</u>	<u>37066</u>
City	State	Zip
<u>02/2021</u>	<u>current 12/2022</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

First Choice Home Infusion / Specialty Pharmacy	Mark Osborne-owner	866-665-3244
Employer	Contact Person	Telephone
600 Commons Dr., Ste 101		
Business Address		
Gallatin	TN	37066
City	State	Zip
10/2013	present- 12/2022	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	
Paragon Healthcare	Billy Davis	817-266-9298
Employer	Contact Person	Telephone
3033 W President George Bush Hwy		
Business Address		
Plano	TX	70775
City	State	Zip
04/2008	10/2013	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	
Northstar Environmental	Colby Phillips	615-451-4867
Employer	Contact Person	Telephone
417 Blythe Ave		
Business Address		
Gallatin	TN	37066
City	State	Zip
01/2006	04/2008	
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

<u>First Choice Farms, LLC</u>	<u>Cultivator</u>
Business License Applicant Name	License Type
<u>Deborah Ivy Brown</u>	<u>41%</u>
Individual with Ownership Interest in Applicant	Individual's Ownership Percentage in Applicant

**Residential History**

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

[Redacted]

[Redacted]  
Residential Street Address

<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
City	State	Zip
<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	



[Redacted]

[Redacted]  
Residential Street Address

<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
City	State	Zip
<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY).	

[Redacted]

[Redacted]  
Residential Street Address

<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
City	State	Zip
<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	

[Redacted]

[Redacted]  
Residential Street Address

<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
City	State	Zip
<u>[Redacted]</u>	<u>[Redacted]</u>	<u>[Redacted]</u>
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	

**Education**

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

<u>Simmons University</u>	<u>Boston</u>	<u>MA</u>
Institution	City	State
<u>01/2014</u>	<u>12/2015</u>	<u>MS Nursing</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>University of Mobile</u>	<u>Mobile</u>	<u>AL</u>
Institution	City	State
<u>08/1994</u>	<u>05/2002</u>	<u>BS Nursing</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>University of South AL</u>	<u>Mobile</u>	<u>AL</u>
Institution	City	State
<u>08/1992</u>	<u>08/1994</u>	<u>None - TF</u>
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.*

<u>First Choice Wellness &amp; Infusion Centers</u>	<u>Mark Osborne</u>	<u>615-351-3604</u>
Employer	Contact Person	Telephone
<u>600 Commons Dr Ste 101A</u>		
Business Address		
<u>Gallatin</u>	<u>TN</u>	<u>37066</u>
City	State	Zip
<u>02/2022</u>	<u>present 12/2022</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>DW McMillan Hospital</u> Employer	<u>Pattie Walker</u> Contact Person	<u>251-809-8309</u> Telephone
<u>1301 Belleville Ave</u> Business Address		
<u>Brewton</u> City	<u>AL</u> State	<u>36426</u> Zip
<u>01/2019</u> Date Employed From (MM/YYYY)	<u>Present 12/2022</u> Date Employed To (MM/YYYY)	
<u>Apollo MD</u> Employer	<u>Kimberly Young</u> Contact Person	<u>770-874-5400</u> Telephone
<u>5665 New Northside Dr</u> Business Address		
<u>Atlanta</u> City	<u>GA</u> State	<u>30328</u> Zip
<u>04/2017</u> Date Employed From (MM/YYYY)	<u>10/2022</u> Date Employed To (MM/YYYY)	
<u>Enterprise Medical Center</u> Employer	<u>charge nurse</u> Contact Person	<u>334-347-0584</u> Telephone
<u>400 N Edwards St</u> Business Address		
<u>Enterprise</u> City	<u>AL</u> State	<u>36330</u> Zip
<u>04/2016</u> Date Employed From (MM/YYYY)	<u>04/2017</u> Date Employed To (MM/YYYY)	
<u>North Baldwin Infirmary</u> Employer	<u>JoAnn Nix</u> Contact Person	<u>251-937-5521</u> Telephone
<u>Hard Ave</u> Business Address		
<u>Bay Minette</u> City	<u>AL</u> State	<u>36507</u> Zip
<u>08/2005</u> Date Employed From (MM/YYYY)	<u>12/2015</u> Date Employed To (MM/YYYY)	

Form A: Ownership Resume / Curriculum Vitae  
Page 4

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

First Choice Farms, LLC

Business License Applicant Name

Jeffery Leon Brown

Individual with Ownership Interest in Applicant

Cultivator

License Type

10%

Individual's Ownership Percentage in Applicant

**Residential History**

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

[Redacted Address]

Residential Street Address

[Redacted City] [Redacted State] [Redacted Zip]

City State Zip

[Redacted Date From] [Redacted Date To]

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



Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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



**Education**

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

<u>Patrick Henry Jr College</u>	<u>Monroeville</u>	<u>AL</u>
Institution	City	State
<u>06/1983</u>	<u>08/1984</u>	<u>none</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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

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

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

**Employment History**

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

<u>Monroe County Sheriff's Dept</u>	<u>Sheriff Tom Boatwrite</u>	<u>251-575-2963</u>
Employer	Contact Person	Telephone
<u>North Mt Pleasant Ave</u>		
Business Address		
<u>Monroeville</u>	<u>AL</u>	<u>36460</u>
City	State	Zip
<u>05/1989</u>	<u>05/2005</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Monroeville Police Dept</u>	<u>Cheif Mandee Armstrong</u>	<u>251-575-3246</u>
Employer	Contact Person	Telephone
<u>49 South Mt Pleasant Ave</u>		
Business Address		
<u>Monroeville</u>	<u>AL</u>	<u>36460</u>
City	State	Zip
<u>05/1979</u>	<u>15/1989</u>	
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)	

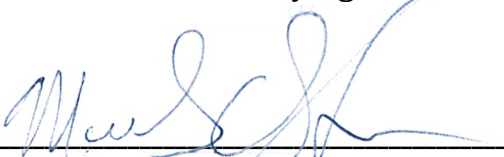
# Exhibit 2 – Residency of Owners

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**Exhibit 2 – Residency of Owners**

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

First Choice Farms, LLC

Cultivator

Business License Applicant Name

License Type

Deborah Ivy Brown

41%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

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

[Redacted]

Residential Street Address

[Redacted]

[Redacted]

[Redacted]

City

State

Zip

[Redacted]

[Redacted]

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

[Redacted]

[Redacted]

City

State

Zip

[Redacted]

[Redacted]

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

[Redacted]

Residential Street Address

[Redacted]

[Redacted]

[Redacted]

City

State

Zip

[Redacted]

[Redacted]

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

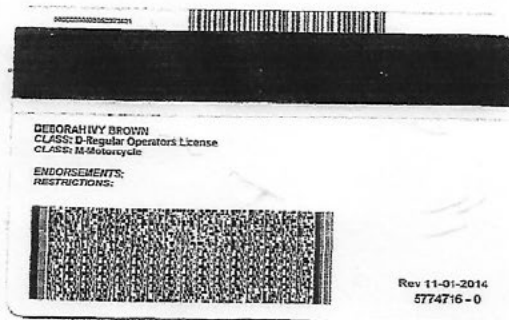
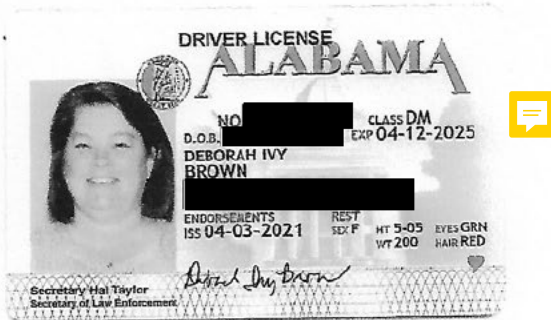
City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

First Choice Farms, LLC  
Business License Applicant Name  
Jeffery Leon Brown  
Individual with Ownership Interest in Applicant

Cultivator  
License Type  
10%  
Individual's Ownership Percentage in Applicant

**Residential History**

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

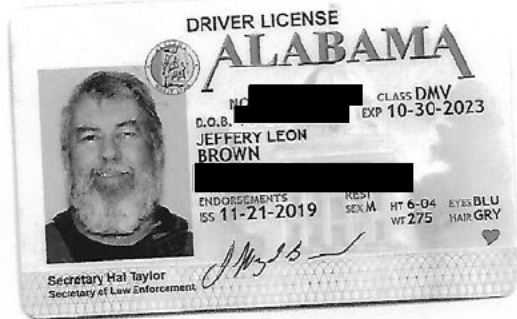
[Redacted Address]

Residential Street Address  
[Redacted City] [Redacted State] [Redacted Zip]  
City State Zip  
[Redacted Date From] [Redacted Date To]  
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)



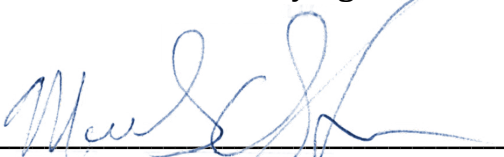
# Exhibit 3 – Commercial Horticulture or Agronomic Production Experience

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**



**Exhibit 3 – Commercial Horticulture or Agronomic Production Experience**

*Individual with 41% ownership interest in the applicant; Deborah Ivy Brown*

I grew up on a farm in Baldwin County, AL. On the farm I participated in the cultivation and harvesting of both row crops and vegetable gardens on the farm. In August of 2012 I married and moved to Monroe County, AL where my husband, Jeff Brown, continue to run a farm with the production of crops including corn, cotton, soybeans, wheat and oats. I am actively involved with all aspects of the farm crop production. As an adult, I have over 30 years of active farming experience.

*Individual with 10% ownership interest in the applicant; Jeffery Brown*

I grew up on a farm in Monroe County, AL and still live on a farm of my own in Monroe County at this time. From the time I was in grade school I participated in the cultivation and harvesting of both row crops and vegetable gardens on the farm. As a young man in my twenties. I inherited the family farm and continue the production of crops including corn, cotton, soybeans, wheat and oats. I am actively involved with all aspects of the farm crop production. As an adult, I have over 35 years of active farming experience.

*Individual with 49% ownership interest in the applicant; Mark Osborne*

I grew up on a farm in Warren County, KY where my family farmed almost 1,000 acres of crops including corn, soybeans, and tobacco, as well as a cattle operation. We also were very involved with horticulture production, producing large volumes of vegetables, such as sweetcorn, cabbage and green beans for farmers markets and vegetable wholesalers. I also started college at Western KY University on an agriculture scholarship and have a degree in Business Administration.

I also have been active in learning the growing of cannabis over the last 3 years. This includes attending several cannabis conference's to learning the growing process and equipment needed for this crop production. It also includes working with a cannabis Care Giver grower in MI, where I have been pre-qualified for an adult use grow license and am currently in the process of trying to build or purchase a grow operation to get licensed as a cannabis grower in MI.

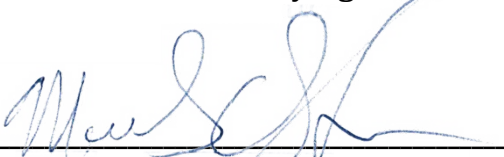
# Exhibit 4 – Criminal Background Check

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**4.1 – The applicant’s verification of the following: (1) 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); and (2) that each identified individual has requested a criminal background check from the Alabama Law Enforcement Agency (ALEA)**

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

First Choice Farms, LLC Cultivator  
 Business License Applicant Name License Type

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

NAME	ROLE (select all that apply)
Deborah Ivy Brown	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Jeffery L Brown	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Mark D Osborne	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant

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

Mark Osborne Managing Member  
 Printed Name of Verifying Individual Title of Verifying Individual

*Mark Osborne* 12-29-2022  
 Signature of Verifying Individual Verification Date

**4.2 – Verified written consent from 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), to a state criminal background check, which shall be conducted, at the Applicant’s expense, by ALEA**

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

**PERSONAL INFORMATION**

Full Name (First, Middle, Last, Suffix): Mark Duane Osborne Sex/Gender:  Male  Female

Aliases/Nickname: N/A

Applicant Current Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED] SSN: [REDACTED]

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

Race:  White  Black  Asian  Indian  Other (please specify) \_\_\_\_\_

Home Phone: (none) Mobile Phone: (615) 351-3604 Work Phone: (866) 665-3244

**WORK INFORMATION**

Employer Name: First Choice Farms, LLC Employer Phone: (866) 665-3244

Contractor Name: \_\_\_\_\_ Contractor Phone: ( )

State Agency: AL Medical Cannabis Commission Agency Phone: ( )

Work Email Address: mark@firstchoiceiv.com

Job Role/Classification: Owner Supervisor Name: Ivy Brown

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

**AFFIDAVIT FOR RELEASE INFORMATION**

I hereby authorize the Alabama Law Enforcement Agency to release any and all criminal history information to:  
 ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)

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

Applicant Signature: [Signature] Date: 12-28-2022

Name of Witness: \_\_\_\_\_ Address of Witness: \_\_\_\_\_  
 City, State and Zip: \_\_\_\_\_

Sworn to and subscribed before me this 28 day of December, 2022

Notary Signature: [Signature] My Commission Expires 12-28, 2025

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

SBI Form 46 Rev. 10-01-17

ALABAMA LAW ENFORCEMENT AGENCY

APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Deborah Ivy Brown Sex/Gender: Male Female

Aliases/Nickname:

Applicant Current Address:

City: State: Zip Code: SSN:

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

Race: White Black Asian Indian Other (please specify)

Home Phone: (251) 487-7709 Mobile Phone: (251) 487-7709 Work Phone:

WORK INFORMATION

Employer Name: First Choice Farms, LLC Employer Phone: (251) 487-7709

Contractor Name: Contractor Phone:

State Agency: Agency Phone:

Work Email Address:

Job Role/Classification: Owner Supervisor Name:

Included with my Release are the following items:

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

AFFIDAVIT FOR RELEASE INFORMATION

I hereby authorize the Alabama Law Enforcement Agency to release any and all criminal history information to: ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)

Name & Address of Requesting Agency or Authorized Agent\*

I, the above referenced individual, hereby request to release any and all criminal history record information (CHRI) maintained by both the Alabama Law Enforcement Agency, the Federal Bureau of Investigation, and any information relating to my past record and character whether it be financial, academic, military, employment, judicial, or personal reference. I hereby release all parties contributing such information from any charges or liability whatsoever because of furnishing said information.

Applicant Signature: Deborah Ivy Brown Date: 12/29/2022

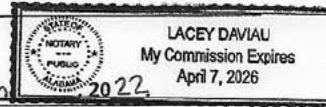
Name of Witness: Name of Witness:

Address of Witness: Address of Witness:

City, State and Zip: City, State and Zip:

Sworn to and subscribed before me this 29th day of December, 2022.

Notary Signature: Lacey Daviau My Commission Expires April 7th, 2022



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

UNITED STATES POSTAL SERVICE®  
Serial Number  
27923549242

POSTAL MONEY ORDER  
10/27/2019 3644301ca U.S. Dollars and Cents  
Twenty Five Dollars and 00/100 \$25.00  
Amount

Pay to ALFA  
Address PO Box 1511  
Montgomery, AL  
Memo Combined Fishing Revenue

From Deborah Ivy Brown  
Address [REDACTED]

SEE REVERSE WRITING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS  
⑆0000008800 2⑆ 2792354924 2⑆⑆

07



ALABAMA LAW ENFORCEMENT AGENCY

APPLICATION TO REVIEW ALABAMA CRIMINAL HISTORY RECORD INFORMATION



PERSONAL INFORMATION

Full Name (First, Middle, Last, Suffix): Jeffery Leon Brown Sex/Gender:  Male  Female  
 Aliases/Nickname: Jeff Brown  
 Applicant Current Address: [Redacted]  
 City: [Redacted] State: [Redacted] Zip Code: [Redacted] SSN: [Redacted]  
 Date of Birth: [Redacted] (MM/DD/YYYY) Driver's License Number: [Redacted] Issuing State: AL  
 Race:  White  Black  Asian  Indian  Other (please specify) \_\_\_\_\_  
 Home Phone: (251) 362-0552 Mobile Phone: (251) 362-0552 Work Phone: ( ) \_\_\_\_\_

WORK INFORMATION

Employer Name: First Choice Farms, LLC Employer Phone: (251) 362-0552  
 Contractor Name: \_\_\_\_\_ Contractor Phone: ( ) \_\_\_\_\_  
 State Agency: \_\_\_\_\_ Agency Phone: ( ) \_\_\_\_\_  
 Work Email Address: \_\_\_\_\_  
 Job Role/Classification: Owner Supervisor Name: \_\_\_\_\_

Included with my Release are the following items:

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

AFFIDAVIT FOR RELEASE INFORMATION

I hereby authorize the Alabama Law Enforcement Agency to release any and all criminal history information to:  
 ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)

Name & Address of Requesting Agency or Authorized Agent\*

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

Applicant Signature [Signature] Date 12/29/2022

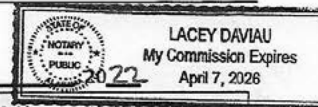
Name of Witness \_\_\_\_\_ Name of Witness \_\_\_\_\_

Address of Witness \_\_\_\_\_ Address of Witness \_\_\_\_\_

City, State and Zip \_\_\_\_\_ City, State and Zip \_\_\_\_\_

Sworn to and subscribed before me this 29th day of December, 2022

Notary Signature Lacey Daviau My Commission Expires April 7



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

**UNITED STATES POSTAL SERVICE**  
**POSTAL MONEY ORDER**

Serial Number: 27923549231  
U.S. Dollars and Cents: \$25.00  
Twenty Five Dollars and 00/100 \*\*\*\*\*

Pay to: ALEA  
Address: P.O. Box 1511  
Montgomery, AL 36102  
Memo: Criminal History Application Review

From: Jeffrey Leon Brown  
Address: [REDACTED]

Post Office: 26943  
Clerk: 07

POSTAL SERVICE  
SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS  
27923549231





**4.3 – Verified written consent from 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), to a national criminal background check, which shall be conducted, at the Applicant’s expense, by the FBI**

1-783 (Rev. 06-01-2020)

OMB-1110-0052

IDENTITY HISTORY SUMMARY REQUEST FORM

Information \* Denotes Required Fields

*Last Name	Osborne	*First Name	Mark
Middle Name 1	Duane	Middle Name 2	

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

\*Race (please check appropriate box):

Asian  Black  Caucasian  Native American  Unknown

\*Sex (please check appropriate box):

Male  Female  Other

Address

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

Payment Enclosed: (please check appropriate box)

- CERTIFIED CHECK  MONEY ORDER  CREDIT CARD FORM

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

\* REQUESTOR SIGNATURE Mark D. Osborne DATE 12-28-2024

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

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

PRIVACY ACT STATEMENT

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

PAPERWORK REDUCTION ACT STATEMENT:

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

IDENTITY HISTORY SUMMARY REQUEST FORM

Information \* Denotes Required Fields

*Last Name	Brown	*First Name	Deborah
Middle Name 1	Ivy	Middle Name 2	
*Date of Birth:		*Place of Birth:	
		*U.S. Citizen or Legal Permanent Resident:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship:	USA	Country of Residence:	USA
		Prisoner Number (if applicable):	
*Last Four Digits of Social Security Number:			

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

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

Address

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

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK  MONEY ORDER  CREDIT CARD FORM

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

\* REQUESTOR SIGNATURE Deborah Ivy Brown DATE 12/29/2022

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

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

PRIVACY ACT STATEMENT

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PAPERWORK REDUCTION ACT STATEMENT:

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

UNITED STATES POSTAL SERVICE®  
Serial Number: 27923549253

POSTAL MONEY ORDER  
\$18.00  
U.S. Dollars and Cents  
Amount: Eighteen Dollars and 00/100 \*\*\*\*\*

Pay to: FBI, CIS Division - Summary Request  
Address: 1000 Custer Hollow Rd  
Clarksburg, WV 26306

From: Deborah Iw Brown  
Address: [REDACTED]

Check: 07

SEE REVERSE FOR POSTAGE AND FEE INFORMATION  
27923549253

IDENTITY HISTORY SUMMARY REQUEST FORM

**Information** \* Denotes Required Fields

*Last Name	Brown	*First Name	Jeffery
Middle Name 1	Leon	Middle Name 2	
*Date of Birth:		*Place of Birth:	
		*U.S. Citizen or Legal Permanent Resident:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship:	USA	Country of Residence:	USA
		Prisoner Number (if applicable):	
*Last Four Digits of Social Security Number: [REDACTED]			

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

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

**Address**

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

**Payment Enclosed:** (please check appropriate box)

CERTIFIED CHECK  MONEY ORDER  CREDIT CARD FORM

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

\* REQUESTOR SIGNATURE [Signature] DATE 12/29/2022

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

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

**PRIVACY ACT STATEMENT**

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

**PAPERWORK REDUCTION ACT STATEMENT:**

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

UNITED STATES POSTAL SERVICE  
POSTAL MONEY ORDER

Serial Number: 279233549264

Amount: [ ]  
U.S. Dollars and Cents  
\$18.00  
Eighteen Dollars and 00/100 \*\*\*\*\*

Pay to: FBI C TIS Division - Summary Request  
Address: 1000 Custer Hollow Rd  
Clarkstown, NY 12034  
From: Jeffrey Leon Brown  
City: [REDACTED]

Memo: [REDACTED]

Post Office: 279233549264

SEE REVERSE WARNING - NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

**4.4 – The verification of each individual identified and verified by the Applicant on the Background Check Applicant Verification Form (See 4.1 above) that the individual has requested a state criminal background check from ALEA and a national criminal background check from the FBI**

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

First Choice Farms, LLC Cultivator  
 Business License Applicant Name License Type

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

NAME	ROLE (select all that apply)
Deborah Ivy Brown	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Jeffery L Brown	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Mark D Osborne	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant

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

Mark Osborne Managing Member  
 Printed Name of Verifying Individual Title of Verifying Individual

*Mark Osborne* 12-29-2022  
 Signature of Verifying Individual Verification Date


# Exhibit 5 – 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**Exhibit 5 – Demonstration of Sufficient**



**Macon Bank & Trust Company**

---

• 683 Nashville Pike • Gallatin, TN 37066 • Phone (615) 230-7942 • Fax (615) 230-7919

March 1, 2023

To whom it may concern:

This letter is to inform you of an active \$1,500,000.00 Line of Credit maintained for our customer, Mark Osborne / First Choice Specialty Pharmacy and Infusion Centers.

Kind regards,

Wm. "Chad" Coley, Jr.  
SVP/City Executive



## LENDING AGREEMENT

This Agreement (the "Agreement") is made as of the 1st day of March, 2023 between **Mark Duane Osborne** of [REDACTED] (the "Lender"), and **First Choice Farms, LLC**, a Alabama limited liability company of [REDACTED] (the "Borrower"). This Agreement is based on the following:

- The Borrower desires to borrow up to \$500,000.00 from the Lender for operating capital for its business as a medical marijuana cultivator facility operating under the authority of the Alabama Medical Cannabis Commission Licensing Act (the "Business").
- The Lender is willing to make one or more advances to the Borrower not to exceed in the aggregate \$500,000.00 in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Advance from Lender to Borrower. On request of the Managing Member of the Borrower in writing delivered to the Lender, the Lender shall advance to the Borrower, in one or more separate advances over the first 3 years as may be made by the Borrower, not more than Five Hundred Thousand Dollars (\$500,000.00), inclusive of accrued and unpaid interest and all prior outstanding loans made hereunder. The total of the advances outstanding at any one time, plus accrued interest thereon, shall be the "Indebtedness," which shall be evidenced by Borrower's promissory note payable on demand to Lender (the "Note"), at the interest rate of 15% per annum, payable as provided in the Note and at such other times as provided in this Agreement.

2. Borrower's Use of the Proceeds of the Loan. In consideration of the Indebtedness, Borrower shall use the proceeds of the Indebtedness only in connection with its operation of the Business.

3. Default; Remedies. The Borrower shall be in default of its obligations under this Agreement if Borrower uses the loan proceeds other than as allowed under this Agreement or fails or refuses to make the regular payments of accrued interest at the times and in the amounts provided in this Agreement and the Note.

If the Borrower commits or allows a default and does not cure the default within 7 calendar days of its occurrence, the Lender may exercise any lawful right or remedy to collect the Indebtedness and all other amounts owed by the Borrower. The Lender's reasonable attorney's fees and costs incurred in enforcing the Lender's rights under this Agreement in the event of a default shall be reimbursed by the Borrower as a part of the Indebtedness.

4. Captions. The captions to the various Sections hereof have been inserted for convenience only and shall not be deemed a part of this Agreement.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Lender and the Borrower, and their respective successors and assigns.

6. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties as to the subject matter hereof and may not be amended except in writing and executed by the parties hereto.

7. Severability. In the event any provision hereof is in conflict with any statute or rule of law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and the same shall not invalidate any other provisions hereof.

8. Applicable Law. This Agreement is controlled by and shall be construed in accordance with the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the Borrower and the Lender have executed this Agreement as of the day and year first above written.

**BORROWER: FIRST CHOICE FARMS, LLC**

By: Mark Osborne  
 Its: Managing Member

**LENDER: Mark Osborne**  
 /s/ Mark Duane Osborne

**TO: Alabama Medical Cannabis Commission**

Type of credit - Mark with an X  
 Individual - If you mark this space, provide information only about yourself.  
 Joint, with \_\_\_\_\_ Relationship \_\_\_\_\_ - If you mark this space, provide information about yourself and the other person.

**PERSONAL FINANCIAL STATEMENT**

(Note: Any willful misrepresentation could result in a violation of Federal Law (Sec. 18 U.S.C. 1014))

Name: Mark Osborne Birth Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_ Statement Date: 03/01/23  
 Address: \_\_\_\_\_ Business/Occupation: 0 Home Phone Number: 615-361-3604  
 City/State/Zip: \_\_\_\_\_ Business Phone: 615-562-3944

**Note: Complete all of Section II BEFORE Section I**

**SECTION I**

ASSETS		AMOUNT	LIABILITIES		AMOUNT
1	Cash on Hand & in Banks	\$492,672	21	Notes Due to Banks	\$388,385
2	Cash Value of Life Insurance	\$0	22	Loans on Life Insurance Policies	\$0
3	U.S. Government Securities	\$0	23	Real Estate Mortgages Payable	\$472,504
4	Other Marketable Securities	\$75,000	24	Personal Property	\$0
5	Other Securities - Not Readily Marketable	\$0	25	Notes Due to Relatives & Friends	\$0
6	Notes & Accounts Receivable - Good	\$0	26	Notes Due Others	\$0
7	Notes & Accounts Receivable - Doubtful	\$0	27	Accounts & Bills Payable	\$0
8	Notes Due from Relatives & Friends	\$0	28	Contract Accounts Payable	\$0
9	Real Estate Owned	\$1,762,000	29	Cash Rent Owed	\$0
10	Mortgages & Contracts Owned	\$0	30	Unpaid Income Taxes Due	\$0
11	Personal Property	\$47,000	31	Other Unpaid Taxes & Interest	\$0
12	Other Asset First Choice Home Infusion, LLC	\$7,000,000	32	Liens & Assessments Payable	\$0
13	Other Asset First Choice Wellness Centers, LLC	\$1,000,000	33	Other Debt	\$0
14	Other Asset	\$0	34	Other Debt	\$0
15	Other Asset	\$0	35	Other Debt	\$0
16	Other Asset	\$0	36	Other Debt	\$0
17	Other Asset	\$0	37	Other Debt	\$0
18	Other Asset	\$0	38	<b>TOTAL LIABILITIES</b>	\$1,470,907
19	Other Asset	\$0	39	<b>NET WORTH</b>	\$8,873,766
20	<b>TOTAL ASSETS</b>	\$10,344,672	40	<b>TOTAL LIABILITIES + NET WORTH</b>	\$10,344,672



To the Member  
First Choice Farms, LLC  
Gallatin, Tennessee

Management is responsible for the accompanying projections of revenue and expenses of First Choice Farms, LC, which comprise the projected statement of revenue and expenses—cash basis as of years 1-4, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the projections nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the management. We do not express an opinion, a conclusion, nor provide any assurance on these projections.

The financial statements are prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

***McMurray, Fox & Associates***

Gallatin, Tennessee  
March 2, 2023

639 E. MAIN STREET, SUITE 100 HENDERSONVILLE, TN 37075  
TEL: 615-824-2724 • FAX: 615-822-3522

607 COMMONS DRIVE GALLATIN, TN 37066  
TEL: 615-452-8256 • FAX: 615-452-0850

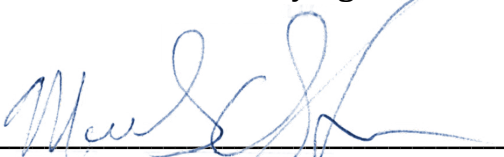
# Exhibit 6 – Financial Statements

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**6.1 – 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**

ASSETS	Year 1	Year 2	Year 3	Year 4
<b>Current Assets</b>				
Lender Account				
Mark Osborne	200,000.00	100,000.00	100,000.00	100,000.00
First Choice Farms Account				
Checking	87,000.00	903,000.00	948,000.00	1,900,000.00
Total Bank Accounts	<b>\$ 287,000.00</b>	<b>\$ 1,003,000.00</b>	<b>\$ 1,048,000.00</b>	<b>\$ 2,000,000.00</b>
Accounts Receivable				
Accounts Receivable	0.00	0.00	0.00	0.00
Total Accounts Receivable	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
Other Current Assets				
Due from First Choice Farms	200,000.00	200,000.00	200,000.00	200,000.00
Other Receivables	0.00	0.00	0.00	0.00
Uncategorized Asset	0.00	0.00	0.00	0.00
Total Other Current Assets	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>
<b>Total Current Assets</b>	<b>\$ 487,000.00</b>	<b>\$ 1,203,000.00</b>	<b>\$ 1,248,000.00</b>	<b>\$ 2,200,000.00</b>
<b>Fixed Assets</b>				
Accumulated Depreciation	2,000.00	4,000.00	6,000.00	8,000.00
Buildings and Equipment	200,000.00	200,000.00	200,000.00	200,000.00
<b>Total Fixed Assets</b>	<b>\$ 202,000.00</b>	<b>\$ 204,000.00</b>	<b>\$ 206,000.00</b>	<b>\$ 208,000.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 689,000.00</b>	<b>\$ 1,407,000.00</b>	<b>\$ 1,454,000.00</b>	<b>\$ 2,408,000.00</b>
<b>LIABILITIES AND EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Other Current Liabilities				
Accrued Interest Expense	15,000.00	45,000.00	75,000.00	105,000.00
Due to Lender	200,000.00	300,000.00	400,000.00	500,000.00
Line of Credit	0.00	0.00	0.00	0.00
Total Other Current Liabilities	<b>\$ 215,000.00</b>	<b>\$ 345,000.00</b>	<b>\$ 475,000.00</b>	<b>\$ 605,000.00</b>
Total Current Liabilities	<b>\$ 215,000.00</b>	<b>\$ 345,000.00</b>	<b>\$ 475,000.00</b>	<b>\$ 605,000.00</b>
<b>Total Liabilities</b>	<b>\$ 215,000.00</b>	<b>\$ 345,000.00</b>	<b>\$ 475,000.00</b>	<b>\$ 605,000.00</b>
<b>Equity</b>				
Members Draw	0.00	300,000.00	400,000.00	500,000.00
Members Equity	200,000.00	300,000.00	400,000.00	500,000.00
Net Income	63,441.42	562,000.00	379,000.00	1,103,000.00
<b>Total Equity</b>	<b>\$ 263,441.42</b>	<b>\$ 1,162,000.00</b>	<b>\$ 1,179,000.00</b>	<b>\$ 2,103,000.00</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 478,441.42</b>	<b>\$ 1,507,000.00</b>	<b>\$ 1,654,000.00</b>	<b>\$ 2,708,000.00</b>

**6.2 – 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**

P&L / Cash Flow Projections First Choice Farms	2023 July - Dec	NOTES
Flower (Wholesale)	225,000.00	100 plants - 1 1/2 lb / plant - \$1,500 / lb - since starting from seed will take 6 months to get 1 harvest
<b>Total 2023 Sales</b>	<b>225,000.00</b>	
<b>Total Income</b>	<b>225,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	20,000.00	
Small Equipment and Tools	5,000.00	
Packaging and Labels	1,000.00	
Direct Labor	40,000.00	
Grower Consulting	6,000.00	\$1k / month
Testing	6,500.00	40k per year for 6 harvest, this number for 1 harvest
Transportation	2,000.00	est \$2k per harvest
Environmental Sanitation	1,000.00	
Insurance	10,000.00	Through PMIC, rider to phcy liability
Utilities	9,000.00	AC and propane tank heat - est \$1500 / month
Repairs and Maintenance	1,000.00	
Security	3,000.00	est \$500 / month
Rent & Lease	12,000.00	est \$2k / month
<b>TOTAL COGS</b>	<b>116,500.00</b>	
<b>TOTAL GROSS PROFIT</b>		
<b>EXPENSES</b>		
Advertising and Promotion	?	N/A since we are a grower ?
Office Supplies & Software	12,000.00	\$2k / month
Legal Services	1,000.00	
Accounting Services	3,000.00	\$500 / month
Processing	0.00	
Technology Services and Software	3,000.00	\$500 / month
Banking Services	1,500.00	\$250 / month
Milage expense	500.00	
Travel	500.00	
Depreciation		
<b>TOTAL EXPENSES</b>	<b>21,500.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>87,000.00</b>	

P&L / Cash Flow Projections First Choice Farms	Year 2 -2024	NOTES
Flower (Wholesale)	1,350,000.00	100 plants - turn every 60 days - 1 1/2lb / plant - 900 lb / year - \$1,500 / lb
<b>Total 2024 Sales</b>	<b>1,350,000.00</b>	
<b>Total Income</b>	<b>1,350,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	80,000.00	
Small Equipment and Tools	10,000.00	
Packaging for transport	2,000.00	
Direct Labor	80,000.00	
Grower Consulting	24,000.00	\$2k / month
Testing	40,000.00	40k per year for 6 harvest,
Transportation	30,000.00	est \$5k per harvest
Environmental Sanitation	2,000.00	
Insurance	20,000.00	PMIC
Utilities	18,000.00	AC and propane tank heat - est \$1500 / month
Repairs and Maintenance	2,000.00	
Security	6,000.00	est \$500 / month
Rent & Lease	24,000.00	est \$2k / month
<b>TOTAL COGS</b>	<b>338,000.00</b>	
<b>TOTAL GROSS PROFIT</b>	<b>1,012,000.00</b>	
<b>EXPENSES</b>		
Advertising and Promotion	12,000.00	web site and printed materials
Office Supplies & Software	24,000.00	\$2k / month
Legal Services	1,000.00	
Accounting Services	6,000.00	\$500 / month
Processing	0.00	
Technology Services and Software	6,000.00	\$500 / month
Banking Services	3,000.00	\$250 / month
Milage expense	1,000.00	
Travel	1,000.00	
Depreciation	10,000.00	
Interest on Loans	45,000.00	Start up loan interest of 15%
<b>TOTAL EXPENSES</b>	<b>109,000.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>903,000.00</b>	



P&L / Cash Flow Projections First Choice Farms	Year 3 - 2025	NOTES
Flower (Wholesale)	1,350,000.00	100 plants - turn every 60 days - 1 1/2lb / plant - 900 lb / year - \$1,500 / lb
<b>Total 2024 Sales</b>	<b>1,350,000.00</b>	
<b>Total Income</b>	<b>1,350,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	80,000.00	
Small Equipment and Tools	10,000.00	
Packaging for transport	2,000.00	
Direct Labor	80,000.00	
Grower Consulting	24,000.00	\$2k / month
Testing	40,000.00	40k per year for 6 harvest,
Transportation	30,000.00	est \$5k per harvest
Environmental Sanitation	2,000.00	
Insurance	20,000.00	PMIC
Utilities	18,000.00	AC and propane tank heat - est \$1500 / month
Repairs and Maintenance	2,000.00	
Security	6,000.00	est \$500 / month
Rent & Lease	24,000.00	est \$2k / month
<b>TOTAL COGS</b>	<b>338,000.00</b>	
<b>TOTAL GROSS PROFIT</b>	<b>1,012,000.00</b>	
<b>EXPENSES</b>		
Advertising and Promotion	12,000.00	web site and printed materials
Office Supplies & Software	24,000.00	\$2k / month
Legal Services	1,000.00	
Accounting Services	6,000.00	\$500 / month
Processing	0.00	
Technology Services and Software	6,000.00	\$500 / month
Banking Services	3,000.00	\$250 / month
Milage expense	1,000.00	
Travel	1,000.00	
Depreciation	10,000.00	
<b>TOTAL EXPENSES</b>	<b>64,000.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>948,000.00</b>	

P&L / Cash Flow Projections First Choice Farms	Year 4 - 2026	NOTES
Flower (Wholesale)	2,700,000.00	200 plants - 6 turns - 1,800 lb - \$1,500 / lb
<b>Total 2024 Sales</b>	<b>2,700,000.00</b>	
<b>Total Income</b>	<b>2,700,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	160,000.00	variable numbers went up 50% due to expansion to 200 plants
Small Equipment and Tools	20,000.00	
Packaging for transport	4,000.00	
Direct Labor	160,000.00	
Grower Consulting	48,000.00	\$4k / month
Testing	80,000.00	
Transportation	60,000.00	
Environmental Sanitation	6,000.00	
Insurance	40,000.00	PMIC
Utilities	48,000.00	AC and propane tank heat - est \$4000 / month - 2nd Greenhouse
Repairs and Maintenance	4,000.00	
Security	12,000.00	est \$1000 / month - 2nd GH
Rent & Lease	48,000.00	est \$4k / month - expanded space for 2nd GH
<b>TOTAL COGS</b>	<b>690,000.00</b>	
<b>TOTAL GROSS PROFIT</b>	<b>2,010,000.00</b>	
<b>EXPENSES</b>		
Advertising and Promotion	12,000.00	
Office Supplies & Software	30,000.00	\$2500 / month
Legal Services	4,000.00	
Accounting Services	12,000.00	\$1000 / month
Processing	10,000.00	move part of production to FFF selling to Disp
Technology Services and Software	12,000.00	\$1000 / month
Banking Services	8,000.00	\$500 / month
Milage expense	2,000.00	
Travel	2,000.00	
Depreciation	20,000.00	
<b>TOTAL EXPENSES</b>	<b>110,000.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>1,900,000.00</b>	

**6.3 – 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**

P&L / Cash Flow Projections First Choice Farms	2023 July - Dec	NOTES
Flower (Wholesale)	225,000.00	100 plants - 1 1/2 lb / plant - \$1,500 / lb - since starting from seed will take 6 months to get 1 harvest
<b>Total 2023 Sales</b>	<b>225,000.00</b>	
<b>Total Income</b>	<b>225,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	20,000.00	
Small Equipment and Tools	5,000.00	
Packaging and Labels	1,000.00	
Direct Labor	40,000.00	
Grower Consulting	6,000.00	\$1k / month
Testing	6,500.00	40k per year for 6 harvest, this number for 1 harvest
Transportation	2,000.00	est \$2k per harvest
Environmental Sanitation	1,000.00	
Insurance	10,000.00	Through PMIC, rider to phcy liability
Utilities	9,000.00	AC and propane tank heat - est \$1500 / month
Repairs and Maintenance	1,000.00	
Security	3,000.00	est \$500 / month
Rent & Lease	12,000.00	est \$2k / month
<b>TOTAL COGS</b>	<b>116,500.00</b>	
<b>TOTAL GROSS PROFIT</b>		
<b>EXPENSES</b>		
Advertising and Promotion	?	N/A since we are a grower ?
Office Supplies & Software	12,000.00	\$2k / month
Legal Services	1,000.00	
Accounting Services	3,000.00	\$500 / month
Processing	0.00	
Technology Services and Software	3,000.00	\$500 / month
Banking Services	1,500.00	\$250 / month
Milage expense	500.00	
Travel	500.00	
Depreciation		
<b>TOTAL EXPENSES</b>	<b>21,500.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>87,000.00</b>	

P&L / Cash Flow Projections First Choice Farms	Year 2 -2024	NOTES
Flower (Wholesale)	1,350,000.00	100 plants - turn every 60 days - 1 1/2lb / plant - 900 lb / year - \$1,500 / lb
<b>Total 2024 Sales</b>	<b>1,350,000.00</b>	
<b>Total Income</b>	<b>1,350,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	80,000.00	
Small Equipment and Tools	10,000.00	
Packaging for transport	2,000.00	
Direct Labor	80,000.00	
Grower Consulting	24,000.00	\$2k / month
Testing	40,000.00	40k per year for 6 harvest,
Transportation	30,000.00	est \$5k per harvest
Environmental Sanitation	2,000.00	
Insurance	20,000.00	PMIC
Utilities	18,000.00	AC and propane tank heat - est \$1500 / month
Repairs and Maintenance	2,000.00	
Security	6,000.00	est \$500 / month
Rent & Lease	24,000.00	est \$2k / month
<b>TOTAL COGS</b>	<b>338,000.00</b>	
<b>TOTAL GROSS PROFIT</b>	<b>1,012,000.00</b>	
<b>EXPENSES</b>		
Advertising and Promotion	12,000.00	web site and printed materials
Office Supplies & Software	24,000.00	\$2k / month
Legal Services	1,000.00	
Accounting Services	6,000.00	\$500 / month
Processing	0.00	
Technology Services and Software	6,000.00	\$500 / month
Banking Services	3,000.00	\$250 / month
Milage expense	1,000.00	
Travel	1,000.00	
Depreciation	10,000.00	
Interest on Loans	45,000.00	Start up loan interest of 15%
<b>TOTAL EXPENSES</b>	<b>109,000.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>903,000.00</b>	

P&L / Cash Flow Projections First Choice Farms	Year 4 - 2026	NOTES
Flower (Wholesale)	2,700,000.00	200 plants - 6 turns - 1,800 lb - \$1,500 / lb
<b>Total 2024 Sales</b>	<b>2,700,000.00</b>	
<b>Total Income</b>	<b>2,700,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	160,000.00	variable numbers went up 50% due to expansion to 200 plants
Small Equipment and Tools	20,000.00	
Packaging for transport	4,000.00	
Direct Labor	160,000.00	
Grower Consulting	48,000.00	\$4k / month
Testing	80,000.00	
Transportation	60,000.00	
Environmental Sanitation	6,000.00	
Insurance	40,000.00	PMIC
Utilities	48,000.00	AC and propane tank heat - est \$4000 / month - 2nd Greenhouse
Repairs and Maintenance	4,000.00	
Security	12,000.00	est \$1000 / month - 2nd GH
Rent & Lease	48,000.00	est \$4k / month - expanded space for 2nd GH
<b>TOTAL COGS</b>	<b>690,000.00</b>	
<b>TOTAL GROSS PROFIT</b>	<b>2,010,000.00</b>	
<b>EXPENSES</b>		
Advertising and Promotion	12,000.00	
Office Supplies & Software	30,000.00	\$2500 / month
Legal Services	4,000.00	
Accounting Services	12,000.00	\$1000 / month
Processing	10,000.00	move part of production to FFF selling to Disp
Technology Services and Software	12,000.00	\$1000 / month
Banking Services	8,000.00	\$500 / month
Milage expense	2,000.00	
Travel	2,000.00	
Depreciation	20,000.00	
<b>TOTAL EXPENSES</b>	<b>110,000.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>1,900,000.00</b>	

P&L / Cash Flow Projections First Choice Farms	Year 4 - 2026	NOTES
Flower (Wholesale)	2,700,000.00	200 plants - 6 turns - 1,800 lb - \$1,500 / lb
<b>Total 2024 Sales</b>	<b>2,700,000.00</b>	
<b>Total Income</b>	<b>2,700,000.00</b>	
<b>COGS</b>		
Nutrients, Grow Medium, and Supplies	160,000.00	variable numbers went up 50% due to expansion to 200 plants
Small Equipment and Tools	20,000.00	
Packaging for transport	4,000.00	
Direct Labor	160,000.00	
Grower Consulting	48,000.00	\$4k / month
Testing	80,000.00	
Transportation	60,000.00	
Environmental Sanitation	6,000.00	
Insurance	40,000.00	PMIC
Utilities	48,000.00	AC and propane tank heat - est \$4000 / month - 2nd Greenhouse
Repairs and Maintenance	4,000.00	
Security	12,000.00	est \$1000 / month - 2nd GH
Rent & Lease	48,000.00	est \$4k / month - expanded space for 2nd GH
<b>TOTAL COGS</b>	<b>690,000.00</b>	
<b>TOTAL GROSS PROFIT</b>	<b>2,010,000.00</b>	
<b>EXPENSES</b>		
Advertising and Promotion	12,000.00	
Office Supplies & Software	30,000.00	\$2500 / month
Legal Services	4,000.00	
Accounting Services	12,000.00	\$1000 / month
Processing	10,000.00	move part of production to FFF selling to Disp
Technology Services and Software	12,000.00	\$1000 / month
Banking Services	8,000.00	\$500 / month
Milage expense	2,000.00	
Travel	2,000.00	
Depreciation	20,000.00	
<b>TOTAL EXPENSES</b>	<b>110,000.00</b>	
<b>NET OPERATING INCOME</b>		
<b>NET PROFIT</b>	<b>1,900,000.00</b>	


# Exhibit 7 – 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**Exhibit 7 – Tax Plan**

First Choice Farms, LLC will be following and providing all information required for the purposes of reporting and paying taxes levied by Chapter 20-2A-80, Code of Alabama 1975 (as amended) below.

As the member Mark Osborne already owns and operates two other medical companies (First Choice Home Infusion / Specialty Pharmacy and First Choice Wellness & Infusion Centers) that do business in and have physical locations in AL we are well familiar with reporting and paying taxes levied by the state. We currently have a CPA firm providing services for those companies and will be engaging their services for all tax issues for First Choice Farms also to assure all state and local taxes are paid.

We also already have a national payroll company, Paychex, that services all payroll for the current medical companies, which included employees in AL. We will be utilizing this same company to handle all payroll for First Choice Farms to ensure all payroll taxes due from employees and employer are collected and paid as required.

*Ala. Code § 20-2A-80*

Section 20-2A-80 - Tax on retail sales of medical cannabis; annual medical cannabis privilege tax(a) Commencing 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, a tax on the gross proceeds of the sales of medical cannabis when sold at retail in this state at the rate of nine percent of the gross proceeds of the sales.(b)(1) Commencing January 1, 2022, there is levied an annual privilege tax on every person doing business under this chapter in Alabama. The tax shall accrue as of January 1 of every taxable year, or in the case of a taxpayer licensed under this chapter, during the year, or doing business in this state for the first time, as of the date the taxpayer is licensed to do business under this chapter. The tax shall be levied upon the taxpayer's net worth in Alabama for the taxable year. For purposes of this subdivision, a taxpayer's net worth in Alabama shall be determined by apportioning the taxpayer's net worth computed under Section 40-14A-23, 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, or the manner in which the income would be apportioned if the taxpayer were subject to the income tax.(2) 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-22, for purposes of determining the annual privilege tax levied by Chapter 14A of Title 40.(3) The annual return required by this subsection 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 commences business, in Alabama.(4) 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.(5) 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 from 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 this chapter.(c) The Department of Revenue shall adopt rules to implement this section.

Ala. Code § 20-2A-80 (1975)

Added by Act 2021-450, § 2, eff. 5/17/2021.


# Exhibit 8 – 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**Exhibit 8 – Business Formation Documents**

□

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION

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

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

First Choice Farms, LLC

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

3. The name of the registered agent (only one agent): Mark Osborne Osborne

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

\_\_\_\_\_



\*COUNTY of above address: \_\_\_\_\_

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

\_\_\_\_\_

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

**(For SOS Office Use Only)**

Alabama	
Sec. Of State	
001-043-982	DLL
Date	10/11/2022
Time	12:40:00
File	\$100.00
County	\$100.00
Total	-----
	\$200.00

**DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION**

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

- Series LLC complying with Title 10A, Chapter 5A, Article 11
- Professional LLC complying with Title 10A, Chapter 5A, Article 8
- Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12  
The undersigned specify 10 / 11 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 :38  AM or  PM. (cannot be noon or midnight – 12:00)

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

10 / 11 / 2022  
Date (MM/DD/YYYY)

Mark Osborne  
\_\_\_\_\_  
Signature as required by 10A-5A-2.04

Partner  
\_\_\_\_\_  
Typed title (organizer or attorney-in-fact)

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

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:

**First Choice Farms, LLC**

This name reservation is for the exclusive use of Mark Osborne, [REDACTED] [REDACTED] for a period of one year beginning October 11, 2022 and expiring October 11, 2023



RES050818

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

October 11, 2022

Date

Handwritten signature of John H. Merrill in black ink.

John H. Merrill

Secretary of State

IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 10-11-2022

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

FIRST CHOICE FARMS LLC  
MARK OSBORNE MBR  
[REDACTED]



WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0647904. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMP, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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.

(IRS USE ONLY) 575B

10-11-2022 FIRS B 999999999 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 FIRS. 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](http://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 B (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 B

999999999

Your Telephone Number Best Time to Call  
( ) -  
\_\_\_\_\_

DATE OF THIS NOTICE: 10-11-2022  
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]  
FORM: SS-4 NOBOD




INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
[Barcode]

FIRST CHOICE FARMS LLC  
MARK OSBORNE MBR  
[REDACTED]

**Limited Liability Company Agreement of  
First Choice Farms, LLC  
A Limited Liability Company**

**THIS OPERATING AGREEMENT** (this "Agreement") of First Choice Farms, LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

**I. Formation.**

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for First Choice Farms, LLC, a Member-managed Alabama limited liability company (the "Company") formed under and pursuant to Alabama law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alabama law absent such a provision, this Agreement, to the extent permitted under Alabama law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is: [REDACTED] or such other location as shall be selected from time to time by the Members. 
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Mark Osborne. The Agent's registered office is [REDACTED]. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alabama Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.


**II. Purposes and Powers.**

- A. Purpose. The Company is created for the following business purpose: Agriculture
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alabama law.



- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Alabama. The Company will operate until terminated as outlined in this Agreement unless:
1. Unanimous vote of the Members vote to dissolve the Company;
  2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alabama law;
  3. It becomes unlawful for either the Members or the Company to continue in business;
  4. A judicial decree is entered that dissolves the Company; or
  5. Any other event results in the dissolution of the Company under federal or Alabama law.

### III. Members.

- A. Members. The Members of the Company (jointly the "Members") and their membership Interest at the time of adoption of this Agreement are as follows:
1. Mark Osborne, 49%, [REDACTED]
  2. Deborah Ivy Brown, 41%, [REDACTED] 
  3. Jeffery Leon Brown, 10%, [REDACTED]
- B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

- C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alabama law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or

value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

- D. Death, Incompetency, Resignation or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company voluntarily or involuntarily, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. If a Member is removed involuntarily, it must be by vote recorded in the official minutes. If a Member resigns, they should submit a notarized resignation letter to the Registered Agent. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

- E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.
1. *Entire transfer.* If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the

transferor Member shall cease to be a Member of the Company (a "dissociated member") and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement and must be voted on per the terms of this operating agreement.
3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have a proportionate vote depending on their respective share. All votes must be unanimous. In the event a unanimous decision cannot be reached, the Managing Member will decide.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Recognize Mark Osborne as Managing Member.
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alabama limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Fiduciary Duties of the Members

- I. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Alabama.

2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
  - i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
  - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
  - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.
- I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.
- J. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for

attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

- K. Members as Agents. All Members are agents of the Company for the purpose of its business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

**IV. Accounting and Distributions.**

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued on a quarterly basis, within 60 days of quarter's end, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of cash or non-cash contributions in the Interest of the Company.
- D. Limitations on Distribution. The Company shall not make a distribution to any Member contrary to Alabama Code § 10A-5A-4.06.

**V. Tax Treatment Election.**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-Corporation or a Partnership at any time.

**VI. Dissolution.**

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.  
Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.
- Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.
- B. Winding Up. Upon the occurrence of any event specified in Section II(C), 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. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alabama shall have been canceled in the manner required by Alabama law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to Alabama Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alabama and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

**VII. Exculpation and Indemnification.**

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert



competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

**VIII. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

**IX. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any lawsuits will be under the jurisdiction of the state of Alabama.

**X. Independent Counsel.**

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

**XI. General Provisions.**

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama (without regard to conflicts of law principles thereof).
- G. Application of Alabama Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alabama law.
- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alabama law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of December 30, 2022.

Mark Osborne 12-29-2022  
Mark Osborne Date

Deborah Ivy Brown 12/29/2022  
Deborah Ivy Brown Date

Jeffrey Leon Brown 12/29/2022  
Jeffrey Leon Brown Date

ATTACHMENT A

Initial Contributions of the Members

The Initial Contributions of the Members of First Choice Farms, LLC are as follows:

Mark Osborne:

Cash Contribution: \$5,000.00

Non-Cash Contribution: Industry Experience, Intellectual Property

Deborah Ivy Brown:

Non-Cash Contribution: Real estate, Intellectual Property, Agriculture Experience

Jeffery Leon Brown

Non-Cash Contribution: Real Property, Law Enforcement Experience, Agriculture Experience

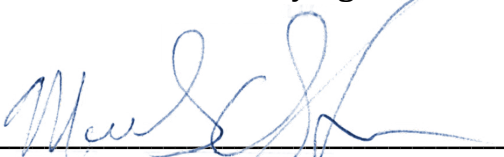
# Exhibit 9 – Business License and Authorization of Local Authorities

## 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.

Mark Osborne

Printed Name of Verifying Individual



Signature of Verifying Individual

Managing Member

Title of Verifying Individual

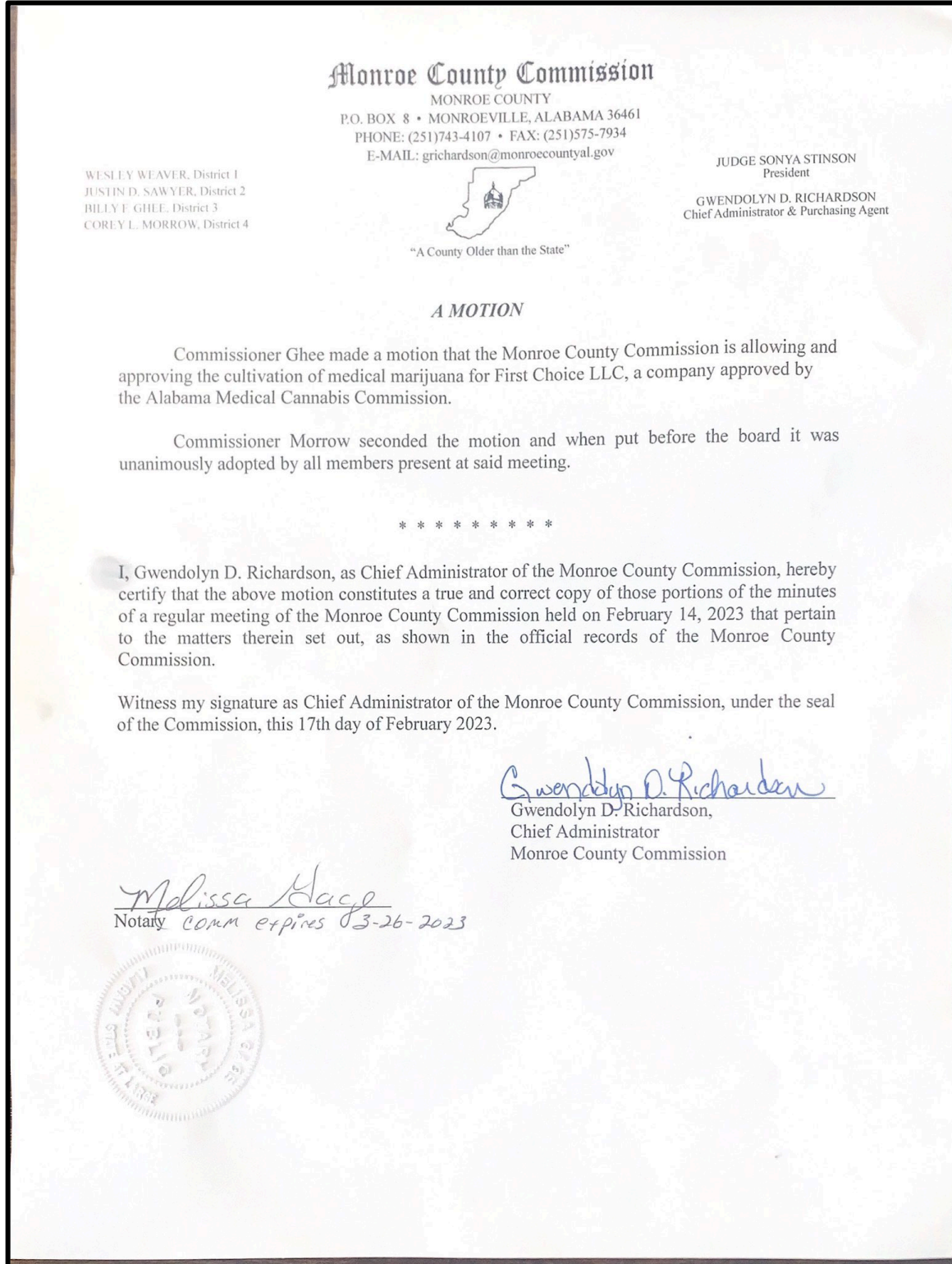
03-02-2023

Verification Date

**9.1 – As applicable, certified copies of the Applicant’s business license**

Applicant can not secure a local Monroe County business license until we are awarded a cultivator license by the state showing we are legally able to open this facility per AMCC.

**9.2 – As applicable, 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**




# Exhibit 10 – 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**



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

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)  
CERTIFICATE OF FORMATION

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

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

First Choice Farms, LLC

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

3. The name of the registered agent (only one agent): Mark Osborne Osborne

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

[Redacted address]



\*COUNTY of above address: [Redacted county]

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

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

(For SOS Office Use Only)

Alabama  
Sec. Of State  
001-043-982      DLL  
Date    10/11/2022  
Time    12:40:00  
File     \$100.00  
County   \$100.00  
-----  
Total    \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

- Series LLC complying with Title 10A, Chapter 5A, Article 11
- Professional LLC complying with Title 10A, Chapter 5A, Article 8
- Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12  
 The undersigned specify 10 / 11 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 :38  AM or  PM. (cannot be noon or midnight – 12:00)

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

10 / 11 / 2022  
 Date (MM/DD/YYYY)

Mark Osborne  
 \_\_\_\_\_  
 Signature as required by 10A-5A-2.04

Partner  
 \_\_\_\_\_  
 Typed title (organizer or attorney-in-fact)

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

IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 10-11-2022

Employer Identification Number:  
[REDACTED]

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

FIRST CHOICE FARMS LLC  
MARK OSBORNE MBR  
[REDACTED]



WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0647904. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMP, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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.

(IRS USE ONLY) 575B

10-11-2022 FIRS B 999999999 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 FIRS. 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](http://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 B (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 B  
999999999

Your Telephone Number Best Time to Call  
( ) -  
\_\_\_\_\_

DATE OF THIS NOTICE: 10-11-2022  
EMPLOYER IDENTIFICATION NUMBER: [REDACTED]  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
[Barcode]

FIRST CHOICE FARMS LLC  
MARK OSBORNE MBR  
[REDACTED]



**Limited Liability Company Agreement of  
First Choice Farms, LLC  
A Limited Liability Company**

**THIS OPERATING AGREEMENT** (this "Agreement") of First Choice Farms, LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

**I. Formation.**

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for First Choice Farms, LLC, a Member-managed Alabama limited liability company (the "Company") formed under and pursuant to Alabama law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alabama law absent such a provision, this Agreement, to the extent permitted under Alabama law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is: [REDACTED] or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Mark Osborne. The Agent's registered office is [REDACTED]. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alabama Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

**II. Purposes and Powers.**

- A. Purpose. The Company is created for the following business purpose: Agriculture
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alabama law.

**10.2 – Clearly defined business goals, including a 3-year and a 5-year plan**

First Choice Farms, LLC (herein “First Choice Farms”) is a new company which is intending to penetrate into the cannabis cultivation market in Alabama. First Choice Farms is applying for a cultivation license and intends to start with one greenhouse/warehouse 2,400 sq. ft., Location. First Choice Farms intends to start its growing business within 60 days award of license / July 2023

First Choice Farms has been organized/formed as a Limited Liability Company (LLC)/Corporation and will be led by Mark Osborne as Managing Member. Also Mr. Osborne already has a background in the cannabis business as he has been involved in this market in MI over the last three years. He has attended several cannabis conferences and seminars learning the industry. He also has numerous industry connections in that market and is a member for the Alabama Cannabis Industry Association.

First Choice Farms is a company that will be built on a solid foundation. From our inception, we have decided to recruit only qualified people to man various job positions in our company. First Choice Farms will seek to leverage on their current expertise in the medical businesses of First Choice Home Infusion / Specialty Pharmacy and First Choice Wellness & Infusion Centers, which already are established and operating in AL to build our business brand as a premiere cannabis cultivator within Alabama.

*Main Goals*

- Getting a Cannabis Grower license and to build a successful commercial cultivation facility.
- To be fully compliant with all regulation and be primed and ready for expansion as the Alabama market evolves to the benefit a greater number of patients that can benefit from medical cannabis use.

*Mission*

- To grow one of the best medical cannabis products, to establish an innovative cannabis growing brand with affordable prices for patients in Alabama to expand our current medical presence in Alabama.

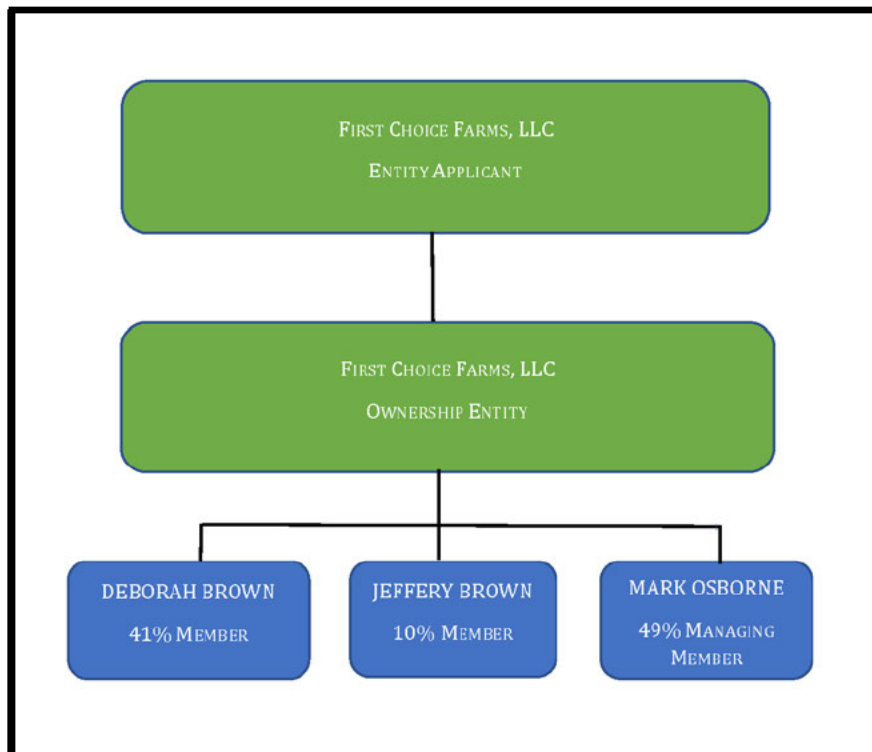
*Products & Services*

Company will have the ability to vegetate up to 100 plants and flowers initially and will have the ability to grow from seedling to finished product. First Choice Farms will dry and process all cannabis flowers into labeled/inventoried/QR coded before delivery to a processor.

*Objectives*

- Year 1-2: Securing the license to start cultivation within 60 days in state Alabama. Selling directly to a processor.
- Year 3: Brand and distribute our product line throughout Alabama by contracting with a processor and selling to dispensaries.
- Year 5: The First Choice Farms brand is now a trusted and consistent brand.

**10.3 - 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**



**10.4 – Job descriptions of all managerial positions, showing clear delineation of authority, qualifications, and duties**

Other than a master grower consultant, there will be no other job descriptions, initial positions to be all managerial positions.

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

Other than a master grower consultant, there will be no other job descriptions, initial positions to be all managerial positions.

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

The mission of First Choice Farms, LLC is to grow one of the best medical cannabis products, to establish an innovative cannabis growing brand with affordable prices for patients in Alabama to expand our current medical presence in Alabama.

First Choice Farms, LLC is a business that will be built on a solid foundation of personnel with long history in a variety of medical fields. From the outset, we have decided to utilize our own qualified people to man various job positions in our company. In our initial phase of cultivation the owners of the company will be filling and playing multiple roles of the below organizational chart. We are quite aware of the rules and regulations governing the cannabis industry of which medical marijuana growing falls under which is why we decided to utilize our current staff qualified employees as foundational staff of the organization. We will be utilizing Mr. Osborne’s contacts from the MI cannabis market as consultants and build on their expertise to build our business brand to be well accepted in Alabama.

*Deborah Ivy Brown, RN/NP*

Lifelong resident of Alabama who has grown up in the agricultural community. Ivy also currently works for First Choice Wellness & Infusion Centers as a Nurse Practitioner



overseeing the care of patients. It is from both of these backgrounds that she wants to be involved in the medical cannabis industry and the patient's medical cannabis will benefit.

*Jeff Brown*

Also a lifelong resident of Alabama, currently living on the family farm where he grew up and this cultivation facility will be located. Jeff spent most of his career in law enforcement before retiring and also has a background in the drug enforcement arena. Through that history he has also gained a good working knowledge of cannabis production.

*Mark Osborne*

Mr. Osborne also has a strong background in agriculture having grown up on a farm in KY. He also has a strong background in the medical field, working for pharmaceutical companies. He currently owns two medical related companies, First Choice Home Infusion / Specialty Pharmacy and First Choice Wellness & Infusion Centers, both of which currently operate in the state of Alabama. Through the operation of these companies we are well versed in the rules and regulations of medical products through our pharmacy and infusion operations. He also has extensive knowledge of the cannabis business as he decided in 2019 to include cannabis as one of the specialty pharmacy products that he wanted to incorporate into his line of companies. He has been working since that time to gain knowledge in this field and is currently working on completion of a cannabis license in MI where he has contacts with growers and other related personnel.

**10.7 – 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**

*Cultivation Facility*

The cultivation premises will be located in a 1200-sq. ft. building for nursery / early growth and processing and then will be transferred to an adjacent 1200-sq. ft. greenhouse for growth and flowering.

Our cultivation & processing area will include:

- Mother Room & Cloning
- Vegetative

*Growth Room*

- Drying & Trim Room
- Packaging Room

Our company will grow from seeds initially and clones after initial start up. We will utilize strains that grow well in greenhouse conditions to maximize quality and yield.

*Greenhouse Design*

Greenhouses combine the latest technology in HVAC, light deprivation, environmental controls, irrigation, insect exclusion, benching systems, hybrid techniques, and much more to create a systematic and efficient growing approach:

- A. The biggest advantage Greenhouse Marijuana Growers have is the abundance of natural light coming into the greenhouse.
- B. While cannabis likes long daylight during the vegetative stage, a good blackout system is required for the best flowering production.

- C. Heating and Cooling Systems are an important component of the marijuana greenhouse.
- D. CO2 is essential for maximizing the quality and production of Marijuana.
- E. Ventilation is essential as with all greenhouse crops, however marijuana legislation, and local municipality requirements may also impose strict requirements for eliminating exhaust odors. Our integrated growing solutions will include air filtration systems where required.
- F. A nutrient management system is essential for maximizing the production yield of the cannabis plants and ensuring consistent and reliable quality.

Company will use growing pots on rollers which are highly versatile for any commercial cannabis greenhouse grow operation. They provide up to 50% more plant space by eliminating the need for a dedicated aisle. With a crop, as valuable as marijuana, this directly equates to much higher profits and maximum space efficiency of need for 9 sq. ft. per plant.

#### *Phases of Initial Production*

- Germination of seeds, gendering plants, male/female, or feminized plants (6 weeks)
- 2nd stage: vegetation (4 week)
- 3rd stage: vegetation (4 weeks)
- 4th stage: flowering (8 weeks)
- 5th stage: processing/trimming (3 days)
- 6th stage: drying and curing (11 days)
- Total elapsed time: approximately 23 weeks

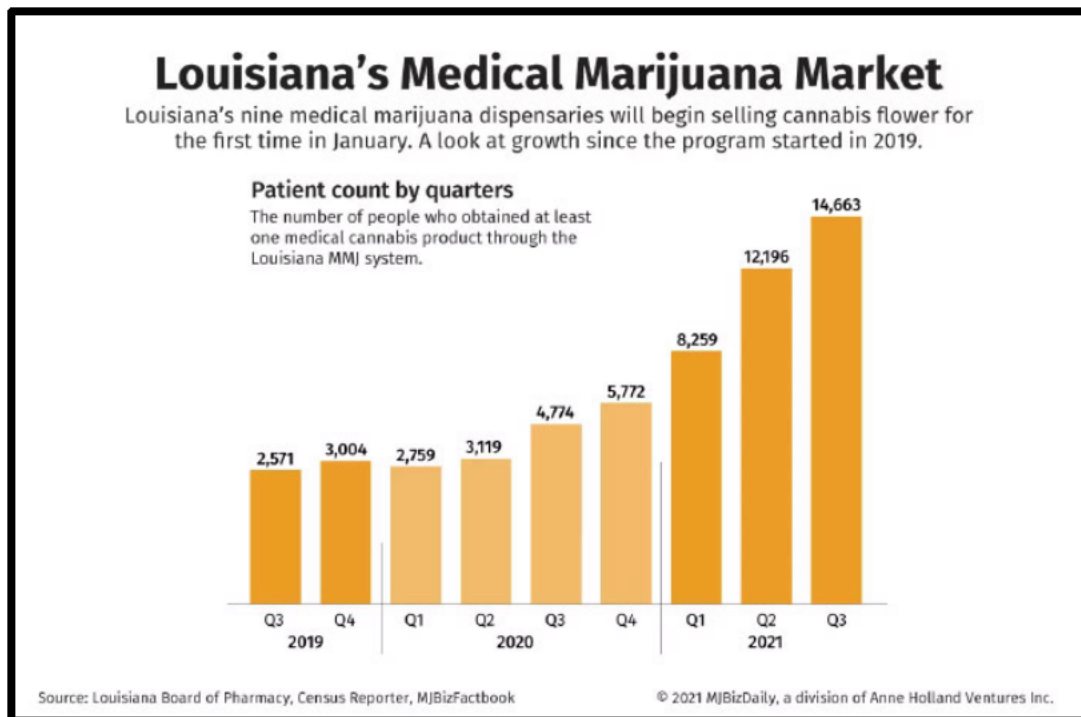
### **10.8 – An advertising/marketing analysis and strategy, if any**

#### *Market Opportunities*

In analyzing the markets for other states that have passed very similar medical cannabis laws with almost the exact same qualifying medical conditions, we feel the first 3 years of patient access, numbers and market potential will be much lower than some expect or hope it will be.

As with other states physicians must be trained and approved to write, patients must get registered in the system, patients must receive their medical card to show proof of ability to purchase, this clearly will take time and be a slow process to meet all the law requirements.

We feel LA which passed medical cannabis in 2019 is the closet model to Alabama in patient potential based on the approved medical conditions and forms of how supplied. That list, as with Alabama, was restrictive enough that there were only 3,000 patients enrolled by the end of year one and only 12,000 by the end of year 2 (see graph below). That would mean with the 27 potential dispensaries an average of only 111 patients each by the end of year one.



Based on all of this we feel our business model of starting a smaller 100 plant operation focusing on high quality medical product with the plans and space for expansion already in place is a much more prudent business model. Historically in other states, Michigan being

the most recent, many people and companies have over spent and over built. That has led to the collapse and closure of many of these businesses.

Lastly we feel it is clear that the integrated companies in Alabama will be growing, processing and selling all of their own product in their dispensary that were included with their integrated license.

Therefore of the initial 27 potential dispensaries for the entire state of Alabama 25 of those locations will be controlled and most likely fully supplied by the integrated license holders. Therefor our potential market, certainly initially until the market grows, will be no more than the 4 independent processors and the 3 independent dispensaries with 4 potential locations. Which would mean our maximum dispensers requiring product would be 12 for the whole state.

### *Marketing Plan*

Because cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products. Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana -related concerns such as health and wellness. The marketing and sales strategy of First Choice Farms, LLC (herein "First Choice Farms") will be based on generating long-term personalized relationships with processors and dispensaries.

Marketing and advertising campaign includes:

Exhibit 9 Business License and Authorization  
of Local Authorities

- Meeting with processors and retailers
- E-mail Marketing
- Advertising and articles in the thematic Magazines
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures
- Website development with search engine optimization
- Cannabis business directories and platforms

### *Competition & Target Customers*

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on First Choice Farms radar at all times.

In this industry, most of the competitive dynamics center around the quality of cannabis cultivated, the service offered, the location where the cultivation will be done. The branding of First Choice Farms plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises and the fully integrated operations, smaller enterprises can still get their fair share of the market if they stay true to the competitive dynamics. It is a fact that small cannabis cultivation operations will always struggle with larger based cannabis cultivation operations when it comes to pricing power and brand recognition, hence the reason why smaller based operations will always go out of their ways to deliver excellent client service. It is through top-notch client service that they can secure a fair share of the available market.

Primary targeted customers will be the independent (non-integrated operations) of processors and dispensaries in Alabama.

### **10.9 – 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**

Company will create more than new jobs in Monroe County with eventual salaries, Social Security taxes, Medicare taxes and Alabama state taxes each year. Company also intends 5% of net profits will be allocated to the schools or Monroe County community programs each year. With a median per capita income in 2021 of only \$37,599 and a 13.3% poverty rate, the income tax base for a cultivation facility in this county would be a great boost for Monroe County, AL.

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

First Choice Farms, LLC will fully comply with any and all federal and state environmental regulations.

**10.11 – 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**



CERTIFICATE OF LIABILITY INSURANCE

CUSTOMER NUMBER: 0100044395

DATE (MM/DD/YYYY)  
06/09/2022

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).

<b>PRODUCER</b> PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 W PO BOX 370 ALGONA IA 50511-0370	CONTACT NAME: PHONE (A/C, No, Ext): 800-247-5930 E-MAIL: ADDRESS:	FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> FIRST CHOICE WELLNESS CENTERS LLC 600 COMMONS DR STE 101A GALLATIN TN 37066-6330	INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC # 13714
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BOP 0166980 01  Includes- Hired Auto Liability Non-Owned Auto Liability Health Care Professional Liability	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WATER LEGAL LIABILITY \$ 50,000  COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UCL 0163445 01	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTIONS OF OPERATIONS below	Y/N N	WCV 0164302 01	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 See Remarks for Additional Named Insureds  
 See Remarks for Location Schedule  
 See Individual Policy Declarations for more information

<b>CERTIFICATE HOLDER</b>  <div style="font-size: 2em; font-weight: bold; text-align: center;">FOR EVIDENCE ONLY</div>	<b>CANCELLATION</b> 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 GAIL T. WOLFE, CISR, API
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**CERTIFICATE OF LIABILITY INSURANCE**

CUSTOMER NUMBER: 0100044395

DATE (MM/DD/YYYY)  
06/03/2022

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.

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<b>PRODUCER</b> PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 W PO BOX 370 ALGONA IA 50511-0370		<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 800-247-5930 FAX (A/C, No): E-MAIL: ADDRESS:	
<b>INSURED</b> FIRST CHOICE WELLNESS CENTERS LLC 600 COMMONS DR STE 101A GALLATIN TN 37066-6330		INSURER(S) AFFORDING COVERAGE INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY NAIC # 13714 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMEINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		UCL 0163445 01	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTIONS OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ PER OCCURRENCE \$ AGGREGATE \$ RX PRODUCTS \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
See Remarks for Additional Named Insureds

<b>CERTIFICATE HOLDER</b>  <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 24px; font-weight: bold;">FOR EVIDENCE ONLY</div>	<b>CANCELLATION</b> 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 GAIL T. WOLFE, CISR, API
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ACORD 25 (2016/03)

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CUSTOMER NUMBER: 0100044395  
 LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY		NAMED INSURED FIRST CHOICE WELLNESS CENTERS LLC 600 COMMONS DR STE 101A GALLATIN TN 37066-6330
POLICY NUMBER UCL 0163445 01		
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 06/01/22

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE**

**ADDITIONAL NAMED INSURED:**  
 FIRST CHOICE INFUSION CENTERS

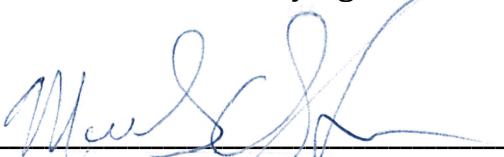
# Exhibit 11 - Evidence of Business Relationship with Other Licensees and Prospective Licensees

## Verification

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

Mark Osborne

Printed Name of Verifying Individual



Signature of Verifying Individual

Managing Member

Title of Verifying Individual

03-02-2023

Verification Date

**11.1 - Any Processor or prospective Processor**

Not Started, but completion expected  30  days *after* award of license

**11.2 - Any Secure Transporter or prospective Secure Transporter**

Not Started, but completion expected  30  days *after* award of license

**11.3 - Any Dispensary or prospective Dispensary**

Not Started, but completion expected  30  days *after* award of license

**11.4 - Any Integrated Facility or prospective Integrated Facility**

Not Started, but completion expected  30  days *after* award of license

**11.5 - Any State Testing Laboratory or prospective State Testing Laboratory**

Not Started, but completion expected  30  days *after* award of license


# Exhibit 12 – 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**12.1 – IT plan for ensuring accurate recordkeeping, compliance with inventory protocols, and coordination of information and systems with vendors, customers and others, as applicable, through the Alabama Medical Cannabis Patient Registry System (§ 20-2A-35, Code of Alabama 1975 (as amended)); the Statewide Seed-to-Sale Tracking System (§ 20- 2A-54, Code of Alabama 1975 (as amended)), access to and coordination of which shall be paid for and maintained by the licensee; and, as applicable, a third-party inventory control and tracking system (§ 20-2A-60, Code of Alabama 1975 (as amended)), also to be paid for and maintained by the licensee**

IT plan for ensuring Inventory management and comprehensive recordkeeping are key components to any successful business and in particular to ensure consistent and complete compliance in regulated industries. Each license type will have different inventory management and recordkeeping needs. The following plan is designed to meet the needs of a small cultivation facility with minimal employees and no retail component.

*Recordkeeping*

All business records will be digitized whenever possible and stored on a cloud based platform for secure storage and easy access by authorized personnel. Business record keeping responsibilities will be shared between the CEO, Cultivation Supervisor and Compliance Supervisor. The Compliance Supervisor will take lead on these duties with inputs generated by the Cultivation Supervisor and oversight from the CEO.

*METRC Recordkeeping*

All plant varieties will be entered in the METRC monitoring system as soon as they enter the building. Entries will be made only by METRC certified staff and overseen by the Cultivation Supervisor to ensure proper entry. All rooms where plants or inventory will be stored will be given unique names in METRC. We will not be using any 3rd party API integration initially. The scale of the operation will make direct data entry into METRC manageable. All plants will be given unique METRC tags when they reach 8” tall or wide. All plant movement between rooms within the facility will be logged within 24hrs of movement. Upon transition to flowering plant status will be updated in METRC. All plant tags will be kept above the soil line to ensure RFID readability should it be required. Once

plants are ready for harvest all plants will be weighed immediately upon being cut down. This wet weight will be entered into METRC as well as maintained on a paper ledger. All varieties will be dried together and all canceled plant tags will be kept for recording keeping purposes. Once plants are dried they will be trimmed. All trim material from a given batch will be kept separate from other batches. All dried flower and trim packages will be bagged and tagged upon leaving the trim room with weights recorded in METRC.

All flower and trim weights will be recorded on a physical ledger that will be stored in the secure IT room. All flower and Trim will be stored in a secured and access restricted

room dedicated exclusively to product storage. Upon receiving a purchase order, the product will be packaged for sale with all information entered into METRC as mandated by the state. Upon arrival of the secure transport agents all product manifests will be cross referenced to ensure accuracy before any product leaves the facility.

#### *Record Retention*

We will adopt best practices developed through experience operating multiple licensed and regulated facilities. Records retention to include surveillance footage, security records, inventory records and other business records. All records, except for surveillance footage, will be securely stored in the IT room (which itself will be access-controlled) within a commercial grade storage cabinet, closet or other secure place to protect them from tampering or theft. All files will be digitized to ensure maximum security and fidelity of the information. Only authorized and properly credentialed agents may access these records. Included in this is the recordkeeping and detection of any electronic records tampering, by having our IT department and security companies design and set up our systems such that any change, or logging in, will be recorded and the information from both before and after such log in will be recorded. Unusual activity will generate an alert as well.

### *Inventory*

Inventory Control: Inventory control systems will feature redundant processes designed to not only effectively manage inventory but also ensure consistent regulatory compliance. A physical inventory log will be maintained along with a digital log of all regulated inventory. Additionally our non regulated inventory ( supplies, tools, etc) will be maintained in a digital spreadsheet format to ensure consistent and accessible records. These inventory logs will be available in the event of a recall or other product issue to allow our team to trace our inputs and look for any possible causative product etc. Our Compliance Supervisor will conduct bi-weekly facility wide audits of our regulated inventory and monthly audits of our non-regulated inventory.

Any inconsistencies noted in inventory audits will be immediately referred to management for further investigation. In the event that any Diversion, Theft or Loss is suspected the AMCC will be immediately notified. This notification should be immediate but no later than 24hrs after becoming aware of any potential Diversion, Theft or Loss.

### **12.2 – Plan for maintenance and storage of cannabis and medical cannabis at all times while in possession and control of licensee, including the limitation of access to cannabis and medical cannabis to essential personnel by position**

#### *Secure Storage*

Cannabis inventory will be stored in the Vault when it is not in use during operations. Finished usable cannabis that is ready for sale will be stored in a Vault with limited access to only those employees authorized. Storage areas will have adequate lighting, ventilation, temperature, sanitation, humidity, space, equipment, and security conditions. Security conditions are detailed in First Choice Farms, LLC’s Safety & Security Plan.

#### *Storage Access*

First Choice Farms, LLC will maintain limit access to cannabis item storage areas to the minimum number of authorized personnel necessary to maintain safe and orderly operations. Personnel with authorization to the cannabis item storage areas include all owners, managers, and employees which job duties include packaging and labeling or



transport of cannabis. Access will be restricted through the use of a unique electronic card that is tied to the employee to allow for full visibility of who is entering the cannabis item storage and when.

#### *Quarantine Storage*

Any cannabis seed, cutting, clone, immature cannabis plant, batch of cannabis, or cultivation material or component whose suitability for use or distribution is in question will be stored in the quarantine storage area. This quarantine storage area will contain areas for the segregated storage of the following: 1) storage for newly received cultivation materials or components and newly received cannabis seeds, cuttings, clones, immature cannabis plants, or usable cannabis; 2) batches of usable cannabis awaiting release for distribution for personal use pending written reports confirming they meet specifications; and 3) any usable cannabis suspected, but not yet confirmed to be contaminated, including usable cannabis returned as part of a complaint or recall process;

#### *Waste Storage Area*

Usable cannabis, components, or materials that have been confirmed to be contaminated, including, but not limited to, usable cannabis that fails testing or is returned as part of a recall, will be stored with cannabis waste in a waste disposal room until destroyed and rendered unusable.

### **12.3 – Quality Control/Quality Assurance Plan**

#### *I. Purpose*

To ensure full compliance with the Michigan Alabama Medical Cannabis Commission (AMCC) rules and regulations, First Choice Farms, LLC (herein “FCF”) has designed the following procedures to conduct quality control and quality assurance on cannabis items, inventory systems, packaging and labeling, and internal processes.

#### *II. Scope*

These procedures apply to all owners, managers, and employees.

### *III. Definitions*

“Quality control” means a planned and systematic operation or procedure for ensuring the strength, quality, and purity of a cannabis product.

### *IV. Quality Assurance/Control*

FCF has developed the following Standard Operating Procedures pertaining to quality assurance and quality control. FCF will maintain strict quality assurance and quality control measures throughout the facility to prevent any contamination of cannabis items. The following summarizes how cannabis items that enter and exit the licensed facility will be controlled via processes that meet high quality standards. These procedures are designed to minimize risk to the license and to the consumer throughout all stages of cannabis cultivation.

The Compliance Officer is responsible for the quality of the cannabis produced and investigating complaints. The Compliance Officer may assign duties to a person who has the relevant knowledge, training, and experience. All persons involved in the cultivation and distribution of cannabis are responsible for ensuring accuracy and integrity in documentation.

### *Employee Training*

FCF personnel will be adequately trained on all SOPs relative to their positions and responsibilities. SOPs and training documentation will be recorded, stored, and made available to the AMCC upon request. SOPs will be stored digitally and in physical form and will be kept on the licensed premises, readily accessible for personnel access.

### *Good Recordkeeping Practices*

FCF has established good documentation practices to ensure cannabis item safety, quality and efficacy. All FCF personnel involved in documentation will be adequately trained over relevant documents required for their assigned job duties and the proper way to document cannabis movement including, but not limited to, accuracy; data integrity; contemporaneous recordkeeping; legibility; signature record logs and records; and

security. Records will be kept for a minimum of four years digitally or physically on the licensed premises. Detailed information regarding recordkeeping can be found in SOPs Recordkeeping.

### *Employee Hygiene*

FCF is committed to safeguarding the health and safety of all employees. All employees will be required to comply with personal hygiene policies implemented, including maintaining personal cleanliness by bathing daily; use of deodorant; frequently washing hands with soap and water; following proper cough and sneeze etiquette; and staying home from work when employee has any symptoms of fever or respiratory illness. Handwashing stations will be located conveniently throughout the facility for employee use. Frequent checks on running hot water, hand soap, and single use towels will be conducted to ensure that all hands are clean and ready to produce safe cannabis. Toilet facility standards and accountability will be clearly defined to employees to ensure toilet facilities are not a source of contamination.

### *Facility Sanitation*

General maintenance will be employed to ensure the entire facility is maintained in a clean and sanitary condition. Chemicals will be selected from reputable suppliers. Employees will be trained over proper use, storage, and proper personal protective equipment to ensure safe and effective application of the chemicals in minimizing risk. Cleaning protocols will be established including all equipment and cleaning supplies necessary to complete the required tasks, the personal protective equipment employees should wear while they clean, and step-by-step instructions for how to perform the necessary tasks. Self-inspection procedures will be followed to evaluate the effectiveness of the facility sanitation plan.

### *Equipment Sanitation*

Equipment surfaces will be thoroughly cleaned and sanitized after each use, and when necessary, prior to use, in order to prevent cross-contamination. Equipment purchased for use at the facility will have adequate design, construction, and workmanship to enable

them to be adequately cleaned. Equipment will be inspected and maintained per manufacturers recommendations to prevent contamination.

#### *Cleaning Log*

A master sanitation schedule will be implemented to control the frequency of indicated sanitation procedures. Employees who perform cleaning or sanitizing tasks must date and initial the cleaning schedule. Employees will be adequately trained over cleaning procedures, including the difference between cleaning and sanitizing and the chemicals used at the facility.

#### *Facility Compartmentalization*

Cultivation operations at the licensed premises will be compartmentalized into separate areas within the facility, including separate rooms for propagation, vegetative, flowering, drying/curing, packaging, and labeling. Rooms will be separated by air tight, access-controlled doors and employees will be trained to keep all doors shut when not in active use. Prevention measures, such as personnel procedures or foot baths, will be implemented to prevent the spread of any potential contamination. The facility will be designed with adequate space for equipment, aisles, and working spaces; and sufficient ventilation controls.

#### *New Material Receiving*

All newly received cultivation materials or components and newly received cannabis seeds, cuttings, clones, immature cannabis plants, or usable cannabis will be segregated and stored in a designated area of the cultivation facility to limit any potential cross-contamination and for cultivation employees to monitor closely in order to confirm quality before introduction into the cultivation production.

#### *Cannabis Handling*

FCF will adhere to the United States Department of Agriculture Good Agricultural Practices and Good Handling Practices (GAP&GHP) to ensure cannabis is produced, packaged, handled, and stored to minimize risks of microbial safety hazards. Health and hygiene

practices will be documented in SOPs and integrated into employee protocols. GAP&GHP is intended to guide cultivation employees to reduce the risk of contamination where possible and to provide proactive measures to reduce the risk of contamination by adhering to generally recognized best practices.

#### *Storage of Cannabis*

FCF has established safe, secure, and efficient storage of cannabis items to uphold the integrity of inventory at the facility. The designated storage areas will be environmentally controlled and secure to ensure limited access to only personnel who are authorized to enter for their assigned job duties. Designated storage areas for newly received cultivation materials or cannabis, batches of usable cannabis awaiting release pending written testing reports, and cannabis suspected, but not yet confirmed to be contaminated, will be segregated from each other in order to prevent cross-contamination and maintain quality. Further information regarding storage of cannabis can be found in SOPs for Inventory Control, Storage, Diversion Prevention.

#### *Integrated Pest Management (IPM)*

FCF will not apply any pesticide as defined pursuant to the provisions, in the cultivation of cannabis, except a pesticide that has been deemed to be minimum risk by the US EPA in accordance with 40 CFR 152.25(f) and exempted from the Federal Insecticide, Fungicide, and Rodenticide Act. FCF will train all cultivation employees on the visual identification of pests and pest problems throughout the facility. Employees will be required to document any pest findings, which will then be immediately investigated by management. Preventative measures will be taken, such as the release of beneficial insects and preventative pesticide applications as permitted. The facility will be constructed to prevent pest access, including sealing all cracks and crevices in which pests may enter and/or burrow and placing pest prevention traps thoughtfully throughout the facility. Packaging & Labeling. FCF has developed strict procedures for packaging and labeling cannabis items to ensure the safety of the public and consumers through accurately identification of batches, maintenance of cannabis quality, and contamination prevention. Cannabis items will be pre-packaged at the cultivation licensed premises in a child-

resistant, fully enclosed, opaque, of a single color, and light resistant packaging only after a written report confirming the batch passed testing is provided by a licensed testing facility. Packaging will be stored under conditions to prevent contamination by impurities or foreign substances. Once a package is sealed it will not be opened unless it is for quality control purposes. Once the seal is broken on a cannabis item ready for sale to the consumer, the cannabis item is deemed unusable and must be destroyed. Legible labels will be affixed to each package before release for distribution. The Compliance Officer will be responsible for reviewing, maintaining, implementing, and enforcing compliant packaging and labeling procedures throughout the facility. Detailed information on FCF's packaging and labeling procedures is found in SOPs for Packaging and Labeling.

#### *Complaint Handling*

All complaints and other information concerning the quality of the cannabis will be reviewed by the Compliance Officer according to the approved procedures detailed in SOPs for Adverse Events. The complaint will be evaluated, an investigation conducted, and appropriate corrective and/or preventative action(s) will be taken (e.g., placing the batch in quarantine until the investigation is completed). Complaint records are routinely verified to ensure that all adverse events are documented and reported.

#### *Inventory Control*

Cannabis movement at the licensed premises will be tracked utilizing the Inventory Tracking System designated by the METRC. Employees will be trained on the importance of entering real-time data into the system, maintaining accurate cannabis item inventory, conducting internal audits and spot checks, and investigating any potential inventory discrepancies. Only employees that have been adequately training over inventory will have access to the Internal Tracking System. The goal of the Inventory Tracking System is to provide a clear chain of custody of cannabis items throughout FCF's inventory management processes and to allow the AMCC to have full visibility on the movement of cannabis items from the cultivation facility to the consumer. The Compliance Officer will be responsible for ensuring employees follow the inventory control procedures located in the SOPs for Inventory Control, Storage, Diversion Prevention.

### *Testing Procedures*

FCF will ensure all cannabis items ready to be released for distribution are tested by a licensed cannabis testing facility. Cannabis items awaiting test results will be properly stored in segregated areas. FCF will provide one or more samples of soil and plant samples, and samples of usable cannabis to the AMCC during announced or unannounced inspections for product quality control. Detailed procedures for cannabis testing can be found in SOPs for Reporting of Test Results of Cannabis.

### *Batch Release for Distribution*

Personnel will visually inspect all cannabis prior to release to ensure the cannabis does not have any mold, rot, or disease, and that it meets specifications in quality control testing. Batches of usable cannabis will be held in a secure, segregated storage until a written report from a licensed testing laboratory is received confirming that the representative sample meets specifications. Employees will be adequately trained over how to read and understand written reports, and the compliance required for a batch of cannabis to be released for distribution, including, but not limited to, packaging and labeling and transport reports.

### *Recalls*

If a product recall is initiated, all recalled cannabis items that are returned will be reviewed by the Compliance Officer or appointed quality control employee(s), tracked in the inventory tracking system, and placed in quarantine in the quarantine storage area until the AMCC authorizes disposal, at which point the recalled cannabis items will be disposed of in a manner that ensures it is unusable. Details describing the procedures for product recalls can be found in SOPs for Recall.

### *Waste Management*

SOPs for Waste Disposal, Sanitation have been developed in accordance with rules and regulations of AMCC. Sanitation and proper disposal of waste is critical for contamination prevention and quality assurance. The licensed premises will have segregated storage

areas to minimize cross-contamination with cannabis that is confirmed to be contaminated or with usable cannabis that is suspected, but not yet confirmed, to be contaminated. All cannabis that must be destroyed and rendered unusable will be weighted and updated in the inventory tracking system, and destroyed under camera view. The Compliance Officer will be responsible for ensuring waste management practices are followed and employees are trained over proper waste disposal.

*Comply with AMCC Request for Onsite Assessment*

FCF will permit and facilitate scheduled and unscheduled onsite assessments, at any time without notice, by the AMCC, or its designee, as a condition of obtaining and maintaining licensure.

**12.4 - Contamination and Recall Plan**

*I. Purpose*

To ensure full compliance with the Alabama Medical Cannabis Commission (AMCC) regulations, First Choice Farms, LLC (herein “First Choice Farms”) has designed the following recall plan to address factors that necessitate a recall procedure, personnel responsible for initiating and implementing a recall, notification protocols, and receipt, handling, and disposition of returned usable cannabis or cannabis products.

*II. Scope*

These procedures apply to all owners, managers, and employees.

*III. Definitions*

“Adverse event” means any health-related event in a person, which is associated with the use of a cannabis item, that is undesirable and is unexpected or unusual.

*IV. Factors that Necessitate a Recall Procedure*

The primary goal of a product recall is to protect public health by removing cannabis items from commerce that have been determined to be unsafe. Complaint receipt, review, investigation and evaluation are the first steps in the recall process. SOPs for Adverse Event



Reporting detail these steps First Choice Farms will take pertaining to the receipt and reporting of cannabis item complaints. The following product recall procedures must be followed if the assessment of a complaint indicates a product recall is necessary.

**Mandatory Product Recalls.** If First Choice Farms or the AMCC imposes a mandatory produce recall due to the probability that the cannabis item is adulterated or misbranded, is a hazard to consumers, a testing laboratory testing analysis finds that the batch fails to meet specifications, or that the cannabis item could cause serious illness or death, the Compliance Officer will promptly enact this Recall Plan.

**Voluntary Product Recalls.** If First Choice Farms or another cannabis business acts on information that cannabis items they have transferred or released for sale pose unacceptable risks to the consumer or to the public, a voluntary product recall may occur. This could include failure in process controls, labeling violations, or misbranding. If First Choice Farms's cultivation facility initiates a voluntary recall of a cannabis item, the procedures of this Recall Plan will be implemented in collaboration with cannabis businesses who received the recalled cannabis items.

#### *V. Personnel Responsible for Initiating and Implementing a Recall*

**Recall Team.** In the event that cannabis items from the First Choice Farms cultivation facility are determined to be unsafe, the Recall Team will implement this Recall Plan. The Recall Team consists of the Compliance Officer and the Cultivation Director. The Recall Team will assess, initiate, and implement mandatory and voluntary product recalls; identify cannabis items that are included in the recall; collect and quarantine recalled cannabis items; notify the AMCC and any cannabis business involved in the supply chain of the recalled cannabis items; communicate the product recall with the public; follow AMCC instructions pertaining to the destruction of the product; and document all actions taken during the recall.

### *Recall Training*

Training will be provided to all First Choice Farms employees over Product Recalls prior to employees beginning work at the cultivation facility. Product Recall training will include, but not limited to, the following topics: reasons for a recall; recall procedures; the recall team; voluntary recalls; notification protocols; recall effectiveness; and mock recalls.

### *VI. Notification Protocols*

#### *Regulatory Agencies*

First Choice Farms will report product recalls, including those that show evidence of adverse events, to the AMCC at the earliest opportunity after the decision has been made to conduct a recall, but no later than 48-hours. Subsequent to the initial notification, the AMCC will be updated throughout the recall process.

#### *Cannabis Businesses*

The Recall Team will be responsible for notifying all cannabis businesses that participated in the supply chain of the cannabis item identified in the product recall and cannabis businesses that purchased the recalled cannabis items from First Choice Farms. The Recall Team will utilize transport records, AMCC Unique Stamps/Tags, and other internal production documents in determining which cannabis businesses are required to be notified. Cannabis businesses will be notified via email, phone, and in-person, if possible. Communication to cannabis businesses will include information on which batch(es) are under the product recall, instructions for the return or destruction of any recalled cannabis items by consumers, and procedures for the issuance of refunds in conjunction with the recall.

### *VII. Public Communication*

The Recall Team will prepare a list of cannabis businesses that have been affected by the cannabis item product recall. Once this list is developed, the Recall Team will contact each of the cannabis businesses to communicate with them the product recall circumstances, information on the procedure for return of the recalled cannabis items or how to destroy the recalled cannabis items. The Recall Team will communicate with the cannabis

businesses via an email, followed by a phone call to confirm receipt of email, and then will post the product recall on its website and social media channels. The Recall Team will include the following information to any cannabis businesses involved in receiving any recalled cannabis items:

- Procedures for the return of the recalled product;
- An offer to pay reimbursement for the recalled product;
- Instructions for the return or destruction of any recalled cannabis items by consumers or cannabis businesses; and
- Procedures for the issuance of refunds in conjunction with a recall

The Recall Team will include a template email to retail cannabis businesses in order to communicate with consumers impacted by the cannabis item recall, along with detailed signage and instructions for the retail cannabis business to further print and post within the retail licensed premises to ensure consumers are notified. The Recall Team will follow-up the email correspondence with a phone call to confirm receipt of the initial recall information and understanding of the recall processes detailed in the email.

#### *VIII. Receipt, Handling, and Disposition of Returned Usable Cannabis or Cannabis Products*

Collection of Recalled Cannabis Items. The Recall Team will identify the location of all cannabis items involved in the recall through the use of the inventory tracking system and transport records. Cannabis items may be located at the cultivation facility or at other cannabis businesses. First Choice Farms will utilize its Delivery Vehicles and Transporters to retrieve any cannabis items involved in the recall and return them back to the cultivation facility. Transport records will be documented and recorded. The Recall Team will identify if any cannabis items involved in the recall are pending transport, and if found, will cancel the transfer, and reach out to the receiving cannabis business to offer a refund or an alternative cannabis item. The Recall Team will create an inventory of all cannabis items involved in the recall, including the following information:

- Date of recall;
- Product(s) involved in recall;

- Batch number(s) of product(s) involved in recall;
- Quantity;
- Reason for the recall;
- AMCC Contact;
- List of cannabis businesses to be contacted, if applicable, and date contacted

#### *Quality Control Review of Recalled Cannabis Items*

The Recall Team will review all cannabis items returned and suspected to be involved in the recall to confirm the cannabis items are correctly identified as part of the recall.

#### *Tracking of Recalled Cannabis Items*

All cannabis items collected that are involved in the product recall will be immediately recorded in the inventory tracking system and placed in quarantine. Cannabis items will be tracked in inventory control per the procedures detailed in SOPs for Inventory Control, Storage, Diversion Prevention.

#### *Quarantine of Recalled Cannabis Items*

The Recall Team will gather all cannabis items involved in the recall and immediately segregate and quarantine them in the designated storage area labeled “QUARANTINE” on the licensed premises. Cannabis items involved in the recall will be handled with great care to minimize cross-contamination. Cannabis items involved in the recall will be kept separate from all other cannabis items located at the facility and if transport is required, they will be transported in a container separate from non-contaminated cannabis items.

#### *Disposal of Recalled Cannabis Items*

Cannabis items involved in the product recall will remain in quarantine until the AMCC authorizes disposal, at which point the Recall Team will dispose of the cannabis items in a manner that ensures it is unusable. The Recall Team will follow procedures for proper cannabis item disposal in SOPs Waste Disposal, Sanitation. After disposal of all recalled cannabis items, the Compliance Officer will communicate with the AMCC that the product recall has been completed. Documentation of the disposal will be maintained for at least

two years after the disposal and will include: a written record of the date, the quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures.

*IX. Mock Recalls*

First Choice Farms will periodically conduct a mock recall to assess the effectiveness of this recall plan. Mock recalls will be conducted annually and will help determine if the protocols listed in this recall plan are appropriate and successful for the cultivation facility. If improvements are needed, the Recall Team will make changes to this recall plan and will conduct training, as necessary.

*X. AMCC Recalls*

First Choice Farms will comply and cooperate with any recalls ordered by the AMCC.

*XI. Recordkeeping*

A written record of product recalls and its investigation will be kept for four years. This record includes: identification and batch or lot number of the product; date the complaint that initiated the product recall was received and the name, address, or telephone number of the complainant, if available; nature of the complaint including, if known, how the product was used; all notifications provided to the AMCC, other cannabis businesses, consumers, and to the public; names of all personnel involved in the product recall process and their roles; findings of the investigation and follow-up action taken when an investigation is performed; and response to the complainant, if applicable

**12.5 - Criminal Activity Plan. The Applicant must provide a clear written criminal activity plan, detailing the steps to be undertaken in the event of discovery of criminal activity related to cannabis or medical cannabis within the possession and control of the licensee. The plan must account for the safety of employees and others on the premises, reporting the criminal activity to proper authorities, steps to be taken for the preservation of cannabis or medical cannabis, and the reasonable efforts to maintain access to medical cannabis by those who depend on it**

In the event any criminal activity or activity that could be criminal in nature there will be an immediate investigation by First Choice Farms management team. If the activity involves the possible loss or use of cannabis within the control or possession of the licensee, the employee will be placed on immediate administrative leave until investigation is conducted and outcome of employee criminal activity is determined. Employee will be immediately escorted out of the facility secure area to produce the cannabis product within the facility and safety of other employees.

If said criminal activity involves the possible theft of cannabis material, then local law officials will be contacted to come to facility to conduct investigation and to ensure protection of employee rights.

All possible criminal activity will also be report to AMCC via immediate verbal notice, a written report on the initial incident date, with summary of outcome of investigation written report within 24 hours.

Employee will be denied access to all cultivation areas while and until criminal investigation is completed. If employee is found to not have committed any criminal activity, then will be reinstated with access to facilities. If employee is found to have committed a criminal activity of any kind they will be immediately terminated, reported to local authorities and the AMCC.

**12.6 – Emergency Procedures/Disaster Plan. The Applicant must provide a clear written Emergency Procedures and Disaster Plan, detailing the steps the Applicant will take to ensure the safety of employees and others on the premises, the preservation of cannabis or medical cannabis, and the reasonable efforts to maintain access to medical cannabis by those who depend on it, in the event of any reasonably foreseeable emergency, or natural disaster that may affect the licensee, its facilities, vehicles, personnel, products or customers**

Disasters and emergencies that justify implementation of the Emergency Preparedness Plan include tornadoes with widespread destruction, earthquakes, electrical blackouts, floods, and other emergencies that may cause an interruption of services

The emergency preparedness plan includes procedures to manage both internal and external emergencies. This plan will be evaluated and updated annually. All staff will be educated regarding the plan during orientation, annually and as needed.

*PROCEDURE:*

*Internal Emergencies*

Internal emergencies are those listed below that may interrupt normal operations of the facility. They include but are not limited to:

- Power outages
- Fire and/or Bomb threat
- Facility damage or destruction
- Other

*Power Outages*

In the event that power is interrupted during normal business hours, the phone calls will automatically be forwarded to cell phones.

*Fire or Bomb Threat*

In the event of an emergency office evacuation such as a fire, bomb threat or suspicious person, the following steps will be taken:

- The person discovering the fire or receiving the bomb threat will dial 911 to report the incident and then make an announcement to instruct all employees to exit the building immediately.
- The person discovering the fire, receiving the bomb threat, or notices the suspicious person will announce the location and the following codes: RED-Fire, BLACK-Bomb, and YELLOW Suspicious Person for all personnel to evacuate the building immediately via the closest exit avoiding the hazardous area. If the fire is small and contained, the closest fire extinguisher should be used to extinguish the fire.
- Employees exiting their area should close all internal doors behind them.
- Employees in the vicinity of any disabled teammates will assist those teammates in exiting the building.
- All employees are responsible for knowing the location and use of all fire extinguishers in the building.
- All personnel upon leaving the building will congregate at the designated area.



- The manager will then proceed to do a head count of the employees. This headcount will be communicated to a member of the Disaster Response Team upon completion.
- Employees will wait for “All Clear” instructions from a member of the Disaster Response Team before reentering the building.

#### *Facility Damage or Destruction*

In the event that the facility is damaged or destroyed and unsuitable for work, the Disaster Response Team will be responsible for initiating the Emergency Contact call down sequence to notify employees of alternative locations to work. If products/supplies and cannabis material are needed to be moved from the organization to another location in response to a disaster the Employee in Charge will contact all needed staff members to help in the transfer. An inventory of all products/supplies and cannabis to be moved will be completed and the move completed as soon as possible. All products/supplies to be moved will be placed into a building or facility in an area that can be locked. The area will be accessible only to the management team.

#### *Natural Disasters and/or External Emergencies*

Natural disasters and/or external emergencies are those situations listed below that may interrupt normal operations of the facility. They include but are not limited to:

- Hurricanes
- Tornadoes
- Floods
- Terrorist attacks
- Other (forest fires, radiation leaks, etc.)
- If additional equipment, supplies, products, medications or personnel are needed in an emergency, the following services are to be contacted:
  - The local hospital(s) in the area
  - The local EMS office (911 Services)
  - Other local or area pharmacies
  - FEMA

## *Severe Weather Preparedness*

### *Purpose*

To provide directions and instructions to employees, patients and clinics in preparation for periods of severe weather and for the response and recovery after the emergency.

### *I. Responsibilities of the Disaster Response Team*

The Disaster Response Team will meet prior to the start of severe weather season to review, coordinate and delegate the implementation of our Emergency Preparedness Plan.

The Disaster Response Team assumes the overall responsibility for the readiness of the facility in the event of a major storm and is responsible for the safety of the employees as well as the property. The Disaster Response Team assumes responsibility for the re-instatement of the facility to a full and serviceable condition. The Disaster Response Team will oversee the completion of tasks pre and post major storm event.

### *II. Storm Preparations:*

- Maintain a two week supply of inventory at all times.
- Implement a Call Down System
- Prior to severe weather season, the Disaster Response Team will prepare and keep an updated list of contact phone numbers of all its employees for distribution.
- Information will be updated regularly to ensure the records are current.
- The call down system will go into effect as soon as the storm has passed and the “all clear” has been reported by local Emergency Management Officials.
- Employees should be ready to receive calls from their designated Disaster Response Team Leader In the Event of a Severe Weather Watch:
  - Test back-up generator.
  - Collect a sufficient amount of gasoline to prepare for alternate power sources.

- Doors between outer offices and inner corridors should be left closed but locked.
- Charge cellular phone batteries.
- The Disaster Response Team will ensure all employees have the Emergency Contact list.
- In the Event of a Severe Weather Warning:
  - The Disaster Response Team will implement our Preparedness Plan.
  - Secure the building.
  - Prior to employees leaving the building, electrical equipment should be unplugged in order to protect from possible power surge damage, depending on storm severity. Secure all loose paperwork to protect against potential damage.

#### *Disaster Drill Procedure*

The Disaster Response Team will determine the date and time for the drill and notify all staff members of the mock disaster/emergency situation. The Disaster Response Team will maintain a list of all employee communication devices, including telephone, pager, and cellular phone numbers. Emergency situations that may be used to simulate an emergency or disaster:

- Hurricane
- Tornado with widespread damage.
- Massive winter storm with extended power outages
- Earth quake with extensive damage (Unusual for the area, put possible)
- Chemical Attack (terrorism)
- Biological Attack (terrorism)
- Weapon of mass destruction
- Pandemic

The plan shall include means by which the facility establishes and maintains an effective response to emergencies and disasters, including plans for:

- Notification of staff when emergency response measures are initiated.

- Communication between staff members, county health departments, and local emergency management agencies, which includes provisions for a backup communications system.
- Identification of resources necessary to continue essential services
- Contacting and prioritizing needs to keep facility secure and operational.

**12.7 – Alcohol, Smoke, and Drug Free Workplace Policy. The Applicant must provide a clear written Alcohol, Smoke and Drug Free Workplace Policy, which shall be included in the Employee Handbook and/or the Policies and Procedures Manual**

First Choice Farms, LLC (“the Company”) provides a work environment which aims to ensure the health, safety, respect and productivity of all employees.

The Company acknowledges that the use of drugs and alcohol may impair an individual’s capacity to perform their job safely, efficiently and with respect for work colleagues and customers.

The use of such substances may result in the risk of injury or a threat to the wellbeing of the impaired employee, other employees, and customers as well as members of the public. The Company has an obligation under work health and safety legislation to provide a safe work environment.

The purpose of this policy is to maintain a work environment that is free from the negative effects of drug, smoke and alcohol use.

The Company policy is that employees must not be under the influence of alcohol or drugs when performing any work duties for the Company, at the workplace or otherwise, including (but not limited to) the circumstances set out below. Employees must not commence work or return to work whilst under the influence of alcohol or drugs. The consequences of breaching this policy will include disciplinary action up to and including termination of employment.

In so far as this policy imposes any obligations on the Company, those obligations are not contractual and do not give rise to any contractual rights. To the extent that this policy describes benefits and entitlements for employees, they are discretionary in nature and are also not intended to be contractual. The terms and conditions of employment that are intended to be contractual are set out in your written employment contract.

The Company may unilaterally introduce, vary, remove or replace this policy at any time.

#### *Use of Company Vehicles*

Company vehicles are not to be driven by anyone who is under the influence of alcohol or drugs. The Company will not accept liability for any damage to a company vehicle, injury to any person, or damage or injury to any third party, incurred while the driver of the Company vehicle is in breach of this policy or of the law. All liabilities shall rest with the person operating the Company vehicle.

#### *Machinery*

No machinery is to be operated or used by anyone who is under the influence of alcohol or drugs.

#### *Prescription Drugs*

If you take prescription drugs, please check with your doctor to establish if the use of the drug will impact on your work performance and particularly your ability to operate machinery or drive vehicles. If it will, please obtain this advice in writing from your doctor and provide it to your manager or supervisor before undertaking any work that may be impacted by you taking prescription drugs.

#### *Smoking*

The Company observes a no smoking policy in all premises, including in Company vehicles. Should employees wish to smoke, they are to do so away from the Company premises and on their own break times, not during working hours.

*Other Policies*

Employees and staff are encouraged to read this policy in conjunction with other relevant Company policies, including:

- Code of Conduct;
- Workplace Health and Safety Policy.

**12.8 -Employee Safety Plan in compliance with parallel OSHA standards applicable in workplaces similar to the type(s) proposed by the Applicant**

Safety management is the responsibility of each employee at all times in the workplace. Employees will receive instruction in safety management during orientation and annually. The facility manager is responsible for conducting annual safety evaluations of the work environment. This evaluation is to be documented and maintained at the at the facility.

Safety training activities include, but are not limited to:

- Body mechanics.
- Safety management:
  - Fire.
  - Evacuation.
  - Security.
  - Machinery and equipment.
- Environmental hazards.
- Personnel safety techniques.

Each employee will receive instruction in the following safety topics during orientation and during the annual safety in-service:

- Body mechanics:
  - Proper lifting techniques to reduce back strain.
  - Use of back supports.
  - How to prevent strains and sprains.
  - How to prevent Carpal Tunnel Syndrome.

*Workplace Fire Safety and Evacuation Plan*

First Choice Farms, LLC recognizes the importance of adequate response and management of staff activities to reduce the risk of injuries or loss of life in the event of a fire. First Choice Home Infusion has adopted the following fire safety and evacuation plan. Each employee must be aware of the fire safety and evacuation plan and be prepared to function accordingly. The fire safety and evacuation plan will be reviewed at least annually or after each emergency that required activation of the plan.

The fire safety and evacuation plan includes the following: the development of location-specific office fire safety programs, including location of exit doors, suggested fire escape routes, fire alarms and extinguishers, smoke detectors and sprinklers, designated meeting place, the phone number of the fire department and the process to follow in the event of a fire. This information must be posted in the facility at several locations. The fire safety and evacuation plan is shared with all staff members during orientation. This plan will be reviewed annually with all staff members. Fire exits and escapes routes will be identified throughout the building. Each area will have the fire exits and escapes routes posted, as will each hallway and storage area. Each exit will be marked by an illuminated exit sign with battery backup lighting. First Choice Farms will maintain smoke detectors, smoke alarms and fire extinguishers in accordance with National Fire Protection Agency (NFPA), Life Safety Code (LSC) and all local fire codes. First Choice Farms will cooperate with all local fire marshal inspections and will adhere to all recommendations. All fire extinguishers will be inspected and certified annually by a contracted fire safety company. Fire extinguishers will be checked monthly and must have a label affixed that states the last inspection and the expiration date. Fire extinguishers will be placed in all areas recommended by the local fire marshal or fire safety consultant. Smoke detectors will be serviced as required and checked at least bi-annually. Smoking is prohibited in all First Choice Farms buildings. No smoking signs are to be posted in each work area, hallway, utility area, and warehouse/storage area.

First Choice Farms, LLC will, at least annually, conduct a fire drill. The Performance Improvement Coordinator will maintain documentation of the fire drill. All First Choice staff members will receive an annual inservice education program on fire safety.

*In case of an office fire:*

- Call 911 to report the fire.
- Clear employees and visitors from the immediate area.
- Attempt to put out the fire with the nearest fire extinguisher. Do not jeopardize safety to fight a fire.
- Close, but do not lock, all doors leading to fire area to help contain the blaze.
- The managing employee or designee will check all accessible rooms (such as bathrooms and warehouse areas) to ensure that all persons are evacuated.
- Exit quietly.
- Touch all doors before opening. Do not open a hot door. Do not break windows. If an individual cannot exit the area, stuff a rug, coat, or other bulky item underneath the door and cover vents to prevent entry of smoke.
- Stay low:
  - Do not attempt to retrieve coats, purses, or other items.
  - After exiting the location, the senior staff member will perform a head count in the designated meeting area.
  - Do not leave the designated meeting area or return to the office until instructed to do so.

*Personnel Safety Techniques*

It is the policy of First Choice Farms, LLC that our staff members shall exercise safety precautions at all times. To maximize the personal safety of employees, the following guidelines have been established:

- General safety instructions for all staff members:
  - Use common walkways in buildings; avoid isolated stairs.
  - When an incident occurs:



- Complete an incident report within 24 hours to document when personal safety was threatened while working.
- All incidents must be reported to your supervisor.
- Common Environmental Hazards:
  - Icy walkways are to be treated with salt before staff arrive to work. Management will contract to have applications performed or will arrive early to treat the walkways.
  - Employers are instructed to not park on icy parking areas and to take extra precautions on snowy parking areas.
  - Management will call and delay or cancel work when driving conditions pose a safety threat to staff.
  - Employees are not allowed to block exits and must keep hallways and stairways uncluttered. Failure to abide by safety requirements will lead to counseling and may lead to termination.
- Machinery and Equipment Safety:
  - Review manufacturer's guidelines and safety information before the using unfamiliar equipment.
  - Avoid octopus plugs and overloading electrical outlets.
  - Don't stretch electrical cords or allow them to lie in high-traffic areas.
  - If it is necessary to use extension cords, use the heavy type.

### *Safety Related to Equipment*

All staff members who set up and/or use equipment are required to read the manufacturer's guidelines for the equipment provided. These guidelines will instruct the staff member in the proper use and will provide safety guidelines for equipment use.

The employee, at the time of initial delivery of equipment, shall be provided a copy of the manufacturer's guidelines for any equipment provided that includes safety information and instruction in the safe use of all equipment provided.

**12.9 – Confidential Information and Cybersecurity Plan. The Applicant’s plan for maintaining confidential information and any records required to be confidentially maintained**

It is the policy of First Choice Farms, LLC that all information concerning operations shall be treated confidentially. The information may include verbal, telephone, cell phone, written, electronic, and computerized information. Each employee will receive at start of service a Notice of Privacy Practices, which describes how we may use and disclose Protected Information (PI), PI including Electronic Protected Information (EPI). PI is information about the facility including demographic information that may identify the operations and that relates to past, present, or future related services. PI may be used and disclosed by our organization, our office staff, and others outside of our office that are involved in the operations of the facility or to support the operation of the organization, and any other use required by law.

Accessibility to records is to be limited to First Choice Farms, LLC staff including contracted organizations and billing personnel.

All First Choice Farms, LLC information concerning facility services shall be treated confidentially. The information may include staff members will receive training in confidentiality of facility operations information at time of orientation and annually. The training will be noted on each employee’s orientation training form and annual Inservice record. The orientation form will be placed in the employee’s personnel record. In-service records are maintained in an in-service file. All governing body members and each employee will be required to sign a confidentiality statement requiring that all confidential information, including passwords and any information received or transmitted by computer, to remain confidential. An assessment of the potential risks and vulnerabilities to the confidentiality, integrity and availability of information systems will be conducted annually as part of Performance Improvement and reported to the governing body.

All FAX transmissions of PI require a cover sheet stating the confidentiality of the information to be transmitted. All email containing PI require a statement concerning the

confidentiality of the information to be transmitted. Phone and verbal transmissions of PI may only occur if the staff member is assured of the identity of the person the PI is discussed with and the staff member may only provide the information required.

Reasonable measures will be taken to ensure the security of records against loss, defacement, tampering, and unauthorized use. Records will be stored in a manner that minimizes the possibility of damage from fire and water.

Personal identifying information will be eliminated from Performance Improvement and other reports generated by First Choice Farms, LLC.

Facility operations information will not be displayed in areas accessible to the public or unauthorized personnel. Any nonemployee having access to records (e.g., contracted individuals and billing services) are required to sign a Business Associate Agreement (BAA) that will be kept as part of their contract. The agreement requires the associate to keep confidential any information they may receive or be privileged to review. The business associate is required to have a BAA with any subcontractors they have that they are privileged to review. Original records may only be removed from the location with the govern body permission or by court order (subpoena). The facility manage is responsible for determining what portion of the records, if any, may be copied care purposes, holding staff members accountable for copies in their possession and ensuring that copies are returned to facility for destruction. Records will be available for review by licensing, regulatory, and accrediting bodies.

#### *Office Equipment Safeguards*

Computer access:

- Only staff members who need to use computers to accomplish work-related tasks shall have access to computer workstations or terminals.
- All users of computer equipment must have unique logins and passwords.
- Passwords shall be changed every 90 days.

- Posting, sharing and any other disclosure of passwords and/or access codes is prohibited.
- Access to computer-based PI shall be limited to staff members who need the information for TPO.
- Employee staff members shall log off their workstation when leaving the work area.
- Computer monitors shall be positioned so that unauthorized persons cannot easily view information on the screen.
- Employee access privileges will be removed promptly following their departure from employment.
- Employees will immediately report any violations of this policy to their supervisor

Printers, copiers and fax machines:

- Printers will be located in areas not easily accessible to unauthorized persons.
- If equipment cannot be relocated to a secure location, a sign will be posted near the equipment indicating that unauthorized persons are prohibited from viewing documents from the equipment. Sample language: "Only authorized staff may view documents generated by this (indicate printer, copier, fax, etc.). Access to such documents by unauthorized persons is prohibited."
- Documents containing PI will be promptly removed from the printer, copier or fax machine and placed in an appropriate and secure location.
- Documents containing PI that must be disposed of due to error in printing will be destroyed by shredding or by placing the document in a secure recycling or shredding bin until destroyed.

*Destruction*

Electronic:

- Prior to the disposal of any computer equipment, including donation, sale or destruction, the facility must determine if PI has been stored in this equipment and will delete all PI prior to the disposal of the equipment.
- Personal Computers: Workstations, laptops and servers use hard drives to store a wide variety of information. Information may be stored in a number of areas on a

computer hard drive. For example, information may be stored in “folders” specifically designated for storage of this type of information, in temporary storage areas and in cache. Simply deleting the files or folders containing this information does not necessarily erase the data. To ensure that information has been removed, a utility that overwrites the entire disk drive with “1”s and “0”s must be used. If the computer is being re-deployed internally or disposed of due to obsolescence, the aforementioned utility must be run against the computer’s hard drive, after which the hard drive may be reformatted and a standard software image loaded on the reformatted drive. If the computer is being disposed of due to damage and it is not possible to run the utility to overwrite the data, then the hard drive must be removed from the computer and physically destroyed. Alternatively, the drive can be erased by use of magnetic bulk eraser. This applies to PC workstations, laptops and servers.

#### Compact Disks (CDs) and Diskettes:

- CDs containing information must be cut into pieces or
- pulverized before disposal. If a service is used for disposal, the vendor should provide a certificate indicating the following:
- Computers and media that were decommissioned have been disposed of in accordance with environmental regulations as computers and media may contain hazardous materials.
- Data stored on the decommissioned computer and/or media was erased or destroyed per the previously stated method(s) prior to disposal.

**12.10 – A plan for tracking and proper disposal of waste cannabis or medical cannabis, as necessary. As to the Applicant’s cultivation operations, this shall include a detailed plan for the destruction of cannabis plants, including parts thereof, and any related materials that cannot or will not be processed, transported, or dispensed**

The Facility shall have a separate and secure area for temporary storage of medical marijuana that is awaiting disposal. The Facility will have separate locked limited access areas for storage of seeds, immature medical marijuana plants, medical marijuana plants and medical marijuana that are expired, damaged, deteriorated, mislabeled, contaminated,

recalled or whose containers or packaging have been opened or breached until the seeds, immature medical marijuana plants, medical marijuana plants and medical marijuana are destroyed or otherwise disposed of as required.

The Company will have a separate Underwriters Laboratory Tool and Lock, 30 minutes rated safe with a Underwriters Laboratory Group 1 outside combination and pin code lock located inside the secured storage room. This safe will only be used for the storage of MM compromised products until they are destroyed or otherwise disposed of.

Once identified all MM and MM products that are expired, damaged, deteriorated, mislabeled, contaminated, recalled, or whose containers or packaging have been opened or breached will be logged into the tracking system as such:

- A description of and reason for the MM or MM products being disposed of
- Confirmation that the MM or MM products were rendered unusable before disposal
- Date of disposal
- The method of disposal
- The name and employee id number of the employee responsible for disposal.

First Choice Farms, LLC understands marijuana product that is to be destroyed or is considered waste must be rendered into an unusable and unrecognizable form and recorded in the statewide monitoring system. Marijuana product destruction and waste management. First Choice Farms shall not sell marijuana waste or marijuana products that are to be destroyed, or that the Department orders to be destroyed. Waste will be removed from the facility in a manner in compliance with acceptable state and local laws and regulations.

#### *Marijuana Disposal Documentation*

For any marijuana material that is determined to be waste, the OS will ensure the following information, at a minimum, is recorded and maintained in the ITS:

- Number of failed or other unusable marijuana plants or products, if applicable
- Date of disposal
- Confirmation that the marijuana was rendered unusable before disposal

- Method of disposal
- Name and identification number of the First Choice Farms employee responsible for the disposal.
- 

**12.11 – Security Plan**

Provided as Exhibit 18 as requested.

**12.12 – Grow Plan. A plan that shows the number of cannabis plants and methods of cultivation the Applicant intends to utilize. (See Alabama Department of Agriculture and Industries Rule 80-14-1-.06 regarding enclosed structure and cultivation requirements 27 for Cultivators and Integrated Facilities, and Rule 80-14-1-.07 regarding approval of cultivars)**

*Grow Plan*

Most businesses in any industry try to keep startup costs as low as possible, and we will be following that business model. Creating a cost-efficient cultivation site minimizing initial investment for the anticipated low market potential that may result in long term successful strategy.

Yields and quality of plants grown under greenhouse conditions mostly depend on:

- 1) the seed variety,
- 2) whether the plants are grown from seeds or clones,
- 3) after how many days of growing the plants are put into flowering, and
- 4) the optimization of the climatic conditions of the grow-room.

*Cultivation Facility*

The cultivation premises will be located in a 1200-sq. ft. building for nursery / early growth and processing and then will be transferred to an adjacent 1200-sq. ft. greenhouse for growth and flowering.

Our cultivation & processing area will include:

- Mother Room & Cloning
- Vegetative Growth Room
- Drying & Trim Room
- Packaging Room

Our company will grow from seeds initially and clones after initial start up. We will utilize strains that grow well in greenhouse conditions to maximize quality and yield.

### *Greenhouse Design*

Greenhouses combine the latest technology in HVAC, light deprivation, environmental controls, irrigation, insect exclusion, benching systems, hybrid techniques, and much more to create a systematic and efficient growing approach:

- A. The biggest advantage Greenhouse Marijuana Growers have is the abundance of natural light coming into the greenhouse.
- B. While cannabis likes long daylight during the vegetative stage, a good blackout system is required for the best flowering production.
- C. Heating and Cooling Systems are an important component of the marijuana greenhouse.
- D. CO<sub>2</sub> is essential for maximizing the quality and production of Marijuana.
- E. Ventilation is essential as with all greenhouse crops, however marijuana legislation, and local municipality requirements may also impose strict requirements for eliminating exhaust odors. Our integrated growing solutions will include air filtration systems where required.
- F. A nutrient management system is essential for maximizing the production yield of the cannabis plants and ensuring consistent and reliable quality.

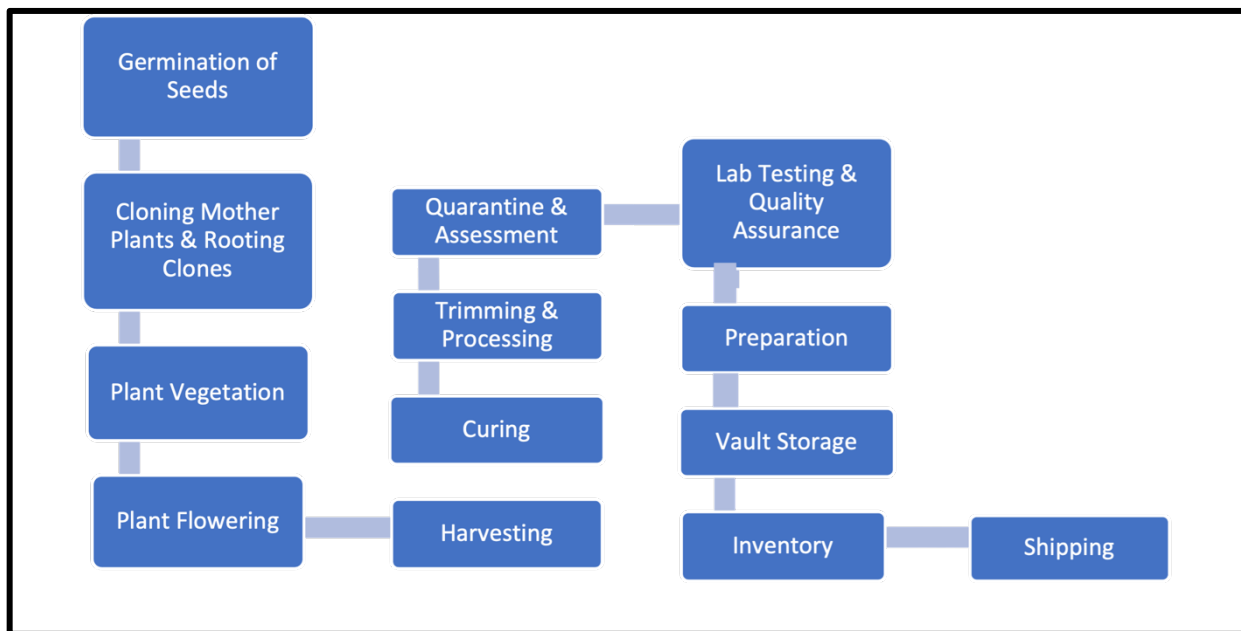
Company will use growing pots on rollers which are highly versatile for any commercial cannabis greenhouse grow operation. They provide up to 50% more plant space by eliminating the need for a dedicated aisle. With a crop, as valuable as marijuana, this



directly equates to much higher profits and maximum space efficiency of need for 9 sq. ft. per plant.

Phases of Initial Production

- Germination of seeds, gendering plants, male/female, or feminized plants (6 weeks)
- 2nd stage: vegetation (4 week)
- 3rd stage: vegetation (4 weeks)
- 4th stage: flowering (8 weeks)
- 5th stage: processing/trimming (3 days)
- 6th stage: drying and curing (11 days)
- Total elapsed time: approximately 23 weeks



*Product Timeline and Production Schedule*

As growing stage will start from July 2023 sales are projected to be started from December 2023 and they will significantly increase from the second year.

Company will have the ability to vegetate up to 100 plants concurrently, will grow up to 2 strains of cannabis, and will have the ability to grow from seedling to finished product

Our yield forecast is 1 ½ pounds per plant for a total production of 150 pounds per growing cycle.

**12.13 – Engineering Plans and Specifications**

Provided at Exhibit 32 as requested.

**12.14 – A detailed plan to ensure chain of custody, inventory, and tracking of cannabis and medical cannabis within each cultivation facility, and to interface with the Statewide Seed-to-Sale Tracking System**

Company intends to fully use METRC’s seed-to-sale tracking system for the cannabis cultivation business and not engage in any outside third party source that requires interfacing with the state METRC system. We feel this is the most efficient and effective means to ensure we remain compliant. The METRC system fully covers the below required tracking and reporting:

- A. Custom Compliance-Focused Reporting
- B. Track Waste, Destruction, Account for Conversion and Moisture Loss
- C. Real-Time Product and Strain Recalls
- D. Easily Track Clones Back to Mothers
- E. Transport Manifests with All Required Info, including Transport Product with Ease
- F. Compliance-Focused Labels

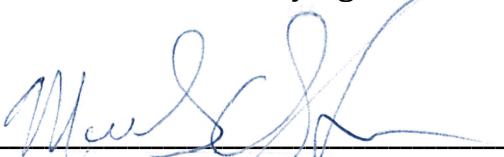
# Exhibit 13 – Policies and Procedures Manual

## Verification

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

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**Exhibit 13 – Policies and Procedures Manual**



**REVISION 1-7-23**

**FIRST CHOICE FARMS, LLC**

I certify that, on the dates shown below, the Managing Member has reviewed and approved the Policies and Procedures of First Choice Home Infusion / Specialty Pharmacy Any changes that have been made to the Policies and Procedures are noted in each individual policy with a revision date.

Date(s) Reviewed; 1-7-2023

BY MANAGING MEMBER: \_\_\_\_\_

**FIRST CHOICE FARMS POLICY AND PROCEDURE MANUAL**

Managing Member has oversight authority to approve all below P&Ps for First Choice Farms.

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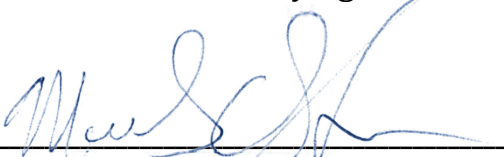
# Exhibit 14 – Machinery and Equipment

## Verification

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

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**14.1 – Sales contracts and receipts, lease agreements or other documentation demonstrating possessory interest in all machinery and equipment to be used in the cultivation of cannabis**

Minority owner Mark Osborne already has contacts with a full line of suppliers (below) for all equipment needed for a cultivator operation through his last 4 years of experience working on opening a grow operation and licensing procedures in Michigan. This has included attending numerous conferences and seminars for operations education and supplier contacts. Acquisition of the below list of equipment needed and any other machinery and equipment needed is readily available (within the 60 day time frame required) through these suppliers and/or greenhouse supply companies, such as Growers Solution and Green Point Ag. All equipment needed will be ordered within 14 days of award of license:

- Containers
- Soil
- Supplemental grow lights
- 250 gallon water and nutrient mixing container and pumps
- Waste shredder
- Plant stripper
- CO2 system
- Drying racks
- Cooling system
- Supplemental heat system
- Packaging and labeling supplies
- Vault system (safe)
- Miscellaneous tools

**14.2 – Specifications and operations manuals of all machinery and equipment to be used in the cultivation of cannabis**

Specifications and operations manuals of all machinery and equipment to be used in the cultivation of cannabis.



A greenhouse grow operation is a very “low tech” operation, comparable more to a horticulture operation of plants or flowers. Therefore, there is very little to no equipment that requires specifications and operations manuals.

Any equipment having or requiring an operations manual will be supplied and employees trained on acquisition and arrival of equipment. This training will be documented per the employee handbook in exhibit 21. This will all be done within the 60 day period if license awarded

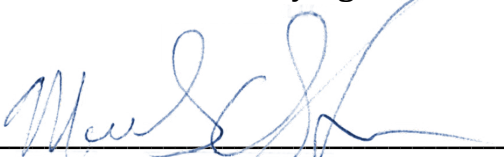
# Exhibit 15 – Receiving and Shipping Plan

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**15.1 – Individual batches and containers of cannabis being shipped for storage and/or processing have been QR coded or otherwise digitally coded to identify, at a minimum, 28 the Cultivator, facility, plant tag or harvest batch number, date of harvest, expiration date (or, if no expiration date, a notation that the expiration date does not apply), and the date of the cultivator’s State Laboratory testing approval**

First Choice Farms, LLC will use METRC’s tracking solution to help to identify key data points to streamline and optimize inventory management at each phase of the operation. This system will allow us to remain compliant:

- A. Custom Compliance-Focused Reporting
- B. Track Waste, Destruction, Account for Conversion and Moisture Loss
- C. Real-Time Product and Strain Recalls
- D. Easily Track Clones Back to Mothers
- E. Transport Manifests with All Required Info, including Transport Product with Ease
- F. Compliance-Focused Labels

**15.2 – All information from the QR code relating to the outgoing cannabis, as well as the date and time of shipment, has been logged into the Statewide-Seed-to-Sale Tracking System**

First Choice Farms, LLC will follow all METRC’s tracking solution guidelines and requirements for compliance.

**15.3 – Outgoing cannabis is accompanied by the Secure Transporter’s manifest and other appropriate documentation; the information thereon is accurate and has been duly executed by all appropriate parties**

First Choice Farms, LLC will follow all METRC’s tracking solution guidelines and requirements for compliance.

**15.4 - Incoming and outgoing medical cannabis is accompanied by the Secure Transporter's manifest and other appropriate documentation; the information thereon is accurate and has been duly executed by all appropriate parties**

First Choice Farms, LLC will follow all METRC's tracking solution guidelines and requirements for compliance.

**15.5 - All information from the QR code relating to incoming and outgoing medical cannabis, as well as the date and time of shipment, has been logged into the Statewide-Seed-to-Sale Tracking System**

First Choice Farms, LLC will follow all METRC's tracking solution guidelines and requirements for compliance.

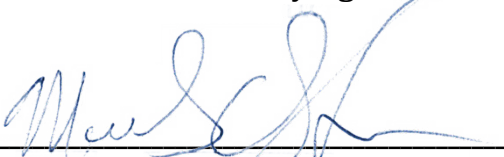
# Exhibit 16 – Facilities

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**16.1 – The facility name and type**

Facility Name: First Choice Farms LLC

Facility Type: Cultivation Facility

**16.2 – The physical address and GPS coordinates of the facility**

Physical Address:



GPS Coordinates:



**16.3 – An aerial photograph of the facility, including clearly identified site boundaries**



**16.4 – Proof of authorization for the Applicant to occupy the property where the facility is proposed to be located**

This instrument was prepared by:  
David F. Steele  
Steele Law, LLC  
Attorney at Law  
P.O. Box 724  
Monroeville, AL 36461

**WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

STATE OF ALABAMA )

COUNTY OF MONROE )

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Hundred Thousand Dollars, to the undersigned grantor, in hand paid by the grantee herein the receipt whereof is acknowledged, I or we, **Melvin D. Johnson, married,** [REDACTED] [REDACTED] (herein referred to as grantor, whether one or more), do grant, bargain, sell and convey unto **Jeffery L. Brown and Deborah Ivy Brown,** [REDACTED] (herein referred to as grantee, whether one or more) as joint tenants with right of survivorship, the following described real estate, situated in Monroe County, Alabama, to-wit:

**The Southeast Quarter of the Northwest Quarter; the South Half of the Southwest Quarter of the Northeast Quarter, all in [REDACTED] [REDACTED] Monroe County, Alabama.**

**Said lands do not constitute the homestead of the Grantor or his spouse.**

**SUBJECT TO: Any and all restrictive covenants, reservations, easements, rights of way, prior reservations and conveyances of oil, gas and minerals, if any, of record in the Office of the Judge of Probate of said county.**

TO HAVE AND TO HOLD to the said grantee, as joint tenants with right of survivorship as set out above, their heirs and assigns.

Deed Tax 0.50, Recordings Fee 15.00, TOTAL 15.50

SHIRAZ STINSON, Judge of Probate, Monroe County, AL

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with the said grantee, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 9<sup>th</sup> day of November, 2020.

Melvin D. Johnson (SEAL)  
Melvin D. Johnson

STATE OF ALABAMA )

COUNTY OF MONROE )

I, Teresa Metts, a Notary Public in and for said County, in said State, hereby certify that Melvin D. Johnson, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9<sup>th</sup> day of November, 2020.



Teresa Metts  
NOTARY PUBLIC

My Commission Expires: 10-23-2024



## ALABAMA COMMERCIAL LEASE AGREEMENT

I. **The Parties.** This Commercial Lease Agreement ("Agreement") made this February 15th, 2023 by and between:

**Landlord.** Jeff & Ivy Brown [Landlord's Name], of [Landlord's Street Address], State of [Landlord's State], ("Landlord")

AND

**Tenant.** First Choice Farms, LLC [Tenant's Name], of [Tenant's Street Address], State of [Tenant's State], ("Tenant"). Collectively, the Landlord and Tenant shall be referred to herein as the "Parties".

The Parties agree as follows:

II. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described 1 (one) acres of [Land] located at [Property Street Address], State of Alabama.

Additional Description: agreed upon area with power and water source

Hereinafter known as the "Premises".

III. **USE OF LEASED PREMISES.** The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for the following use and purpose: Cannabis Cultivator if approved - greenhouse and building - al construction and improvements to be paid for by tenant

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Landlord only.

IV. **TERM OF LEASE.** The term of this Lease shall be for a period of 10 year(s) 0 month(s) commencing on the 10th day of July, 2023 and expiring at Midnight on the 10th day of July, 2033. ("Initial Term")

V. **BASE RENT.** The net monthly payment shall be two thousand dollars (\$2,000.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 15th day of each month ("Base Rent"). Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

VI. **OPTION TO RENEW:** (check one)

- Tenant may not renew the Lease.

- Tenant may have the right to renew the Lease with a total of 3 renewal period(s) with each term being 10 year(s) 0 month(s) which may be exercised by giving

written notice to Landlord no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: (check one)

- Not increase.

- Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

- Increase by 15 %

- Increase by \_\_\_\_\_ dollars (\$\_\_\_\_\_)

**VII. EXPENSES.** [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

- **GROSS.** Tenant's Initials \_\_\_\_\_ Landlord's Initials \_\_\_\_\_

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Tenant is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Landlord shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Landlord including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Landlord shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Tenant will provide and maintain personal liability and property damage insurance as a tenant, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord as an "also named insured", and shall provide the Landlord with a copy of such insurance certification or policy prior to the effective date of this Lease.

- **MODIFIED GROSS.** Tenant's Initials \_\_\_\_\_ Landlord's Initials \_\_\_\_\_

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Tenant shall be obligated to pay the following monthly expenses: \_\_\_\_\_

\_\_\_\_\_

Landlord shall pay the following monthly expenses: \_\_\_\_\_

\_\_\_\_\_

☑ - **TRIPLE NET (NNN)**. Tenant's Initials MO Landlord's Initials DB

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- I. **Operating Expenses.** The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Landlord of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- II. **Taxes.** Tenant shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.
- III. **Insurance.** Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises is located and that is satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than two million dollars (\$2,000,000.00) for injury to or two million dollars (\$2,000,000.00) death of persons and two million dollars (\$2,000,000.00) for property damage. During the Term of this Lease, Tenant shall furnish the Landlord with certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

**VIII. SECURITY DEPOSIT.** In addition to the above, a deposit in the amount of two thousand dollars (\$2,000.00), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Landlord in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Landlord.

**IX. LEASEHOLD IMPROVEMENTS.** The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any

attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Tenant makes any improvements to the Premises the Tenant shall be responsible payment, except the following none.

Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**X. LICENSES AND PERMITS.** A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

**XI. OBLIGATIONS OF TENANT.** The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**XII. INSURANCE.** In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

**XIII. SUBLET/ASSIGNMENT.** The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

**XIV. DAMAGE TO LEASED PREMISES.** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

**XV. DEFAULT AND POSSESSION:** In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be

deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 10 days after due date shall accrue a payment penalty of one of the following:

(check one)

- Interest at a rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum on a daily basis until the amount is paid in full.

- Late fee of twenty five dollars (\$25.00) per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

**XVI. INDEMNIFICATION.** The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the lease term.

**XVII. BANKRUPTCY - INSOLVENCY.** The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

**XVIII. SUBORDINATION AND ATTORNMENT.** Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

**XIX. MISCELLANEOUS TERMS.**

- I. Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- II. Signs: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the AMCC and/or Monroe County [Municipality]. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. Condition of Premises/Inspection by Tenant: The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the

Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

V. **Right of Entry:** It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XX. **ESTOPPEL CERTIFICATE.** Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

XXI. **HOLDOVER.** Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXII. **WAIVER.** Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXIII. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Alabama.

XXIV. **NOTICES.** Payments and notices shall be addressed to the following:

Landlord

Jeff and Ivy Brown

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Tenant

First Choice Farms, LLC

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XXV. **AMENDMENT.** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. **BINDING EFFECT.** This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.



IN WITNESS WHEREOF, the parties hereto set their hands and seal this 15<sup>th</sup> day of  
February \_\_\_\_\_, 2023.

Landlord's Signature

Deborah Ivy Brown

Printed Name

Deborah Ivy Brown

Tenant's Signature

Mark Osborne

Printed Name

Mark Osborne

Tenant's Signature

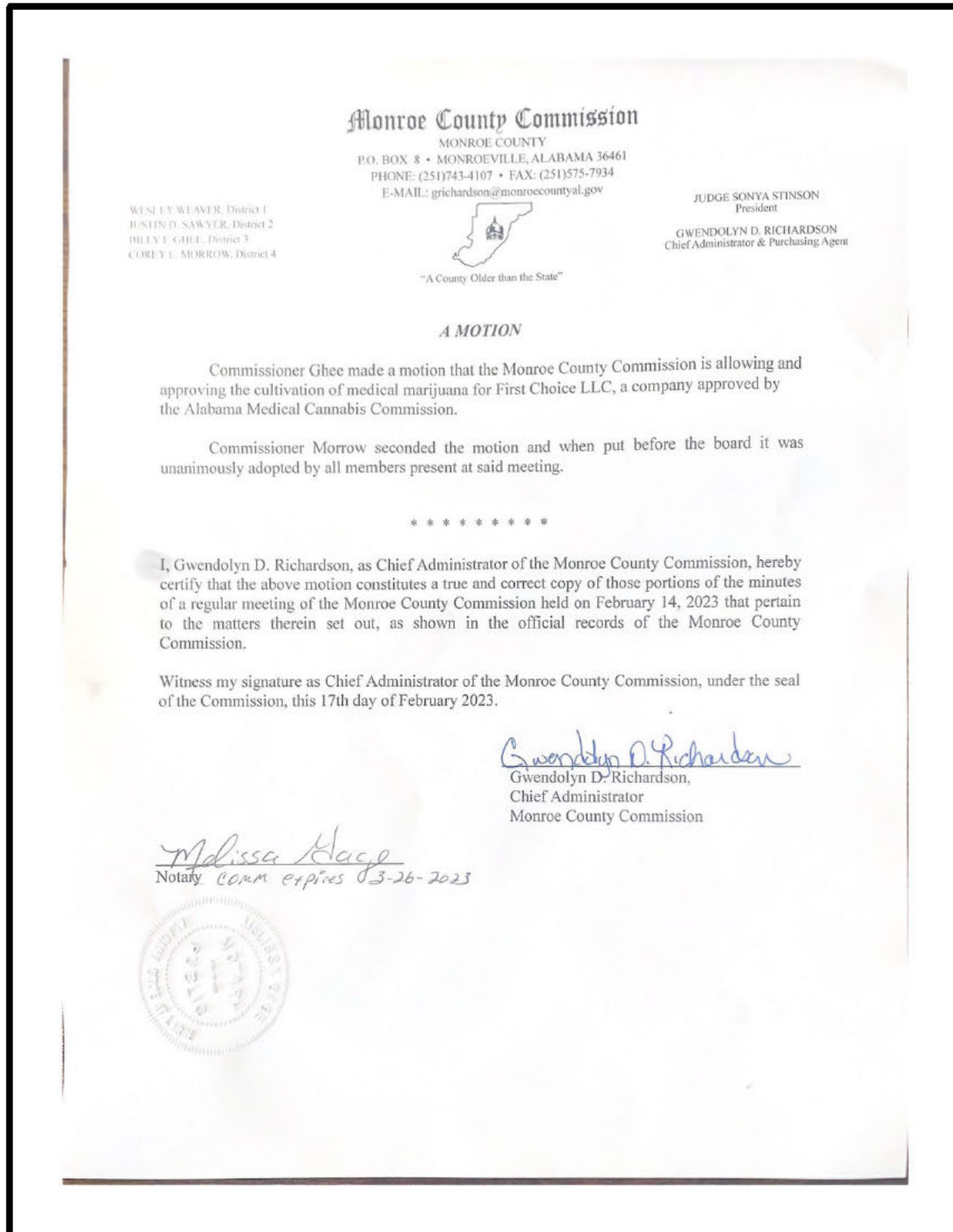
\_\_\_\_\_

Printed Name

\_\_\_\_\_

\_\_\_\_\_

**16.5 – Proof of local zoning and other approvals necessary to operate the business in the local jurisdiction where the business is located, including but not limited to the local jurisdiction’s ordinance or resolution approving the operation of medical cannabis facilities there**



**16.6 – A professionally rendered blueprint (or, if not available, a professionally rendered floorplan or schematic) of the facility, showing clearly drawn and labeled interiors of the facility, including but not limited to the general function of each area of the structure, for ease in identification of operations and processes by the Commission during future inspections**

Insert drawing here.

**16.7 – A timetable for completion and commencement of operations as to the facility**

Arrangements have been and are being made to start construction process as of June 26, 2023 if we are awarded a license. The building will be done first, approximately 30 days as it will first be needed to start initial seed growth process. This process will be completed and operational within the AMCC 60 day timeline upon AMCC approval and Department of Agriculture inspection and approval.

Greenhouse construction will also start at that time, which will take longer, but plants will not be ready to go into greenhouse for approximately 12 weeks from seed start. Plants can stay in enclosed building plant growth (veg room) longer if needed with additional lighting.

**16.8 – A statement whether the facility shall be open to the public and if so the anticipated hours of business operation**

No, this is a cultivator facility and will not be open to the public.

**16.9 – The hours of operation during which the facility will be occupied by Applicant’s employees; if not continuous, the after-hours contact information for management**

The hours of operation during which the facility will be occupied by Applicant’s employees; if not continuous, the after-hours contact information for management

Normal working hours will be from 6am – 6pm but depending on the stage of production working outside of the hours may be a necessity. This facility will be located on the

property of majority owners Deborah & Jeff Brown, where they live and will be near and within site of their place of residence, so they will technically onsite the majority of all days. Jeff is retired and has other agriculture production on this property and is therefore onsite or near most of the time.

After hours contact information

Ivy Brown

- Cell [REDACTED]



Jeff Brown

- Cell [REDACTED]

*Additional Notes on Exhibit 16:*

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 or amend any information in this exhibit that may change. The applicant does not propose any additional facilities.


# Exhibit 17 - Engineering Plans and Specifications (Cultivation 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.

Mark Osborne

Printed Name of Verifying Individual



Signature of Verifying Individual

Managing Member

Title of Verifying Individual

03-02-2023

Verification Date

**Exhibit 17 - Engineering Plans and Specifications (Cultivation Facilities)**

In Progress with completion expected 120 days before award of license.

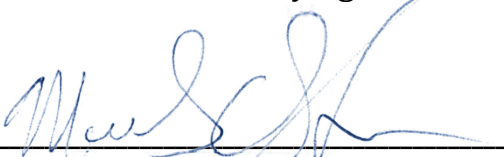
# Exhibit 18 – Security Plan

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**18.1 – Twenty-four-hour alarm systems must be installed in all facilities where cannabis or medical cannabis products are present. Such alarms shall be provided and installed by experts in industry-standard commercial-grade alarm systems. Alarm systems must be fully operational, securing all entry points and perimeter windows, be equipped with motion detectors and pressure switches, and must cover all areas where cannabis or medical cannabis products are delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for transport**

*Internal Access-Point Control*

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require key cards or electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility.

*Limited Access to Secured Areas and Visitors*

First Choice Farms, LLC (herein “FCF”) has the limited access areas. FCF ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors.

*Video Surveillance*

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 704 x 480 pixels per sq. inch. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system with digital recorder provided by ADP.



External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover all cultivation areas. This covers all areas where cannabis is present or handled, including all points and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

Electrical backup will be provided by a battery backup Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on and off-site storage capacity of 2TB, enabling us to store at least 60 days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

#### *Third-Party Monitoring*

We anticipate contracting with ADP to help deter, detect, and document security events at each facility from a remote location. ADP will monitor for fire and for security breach of doors and all secured area. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with ADP to establish guidelines for what entails suspicious activity and to ensure regulatory compliance. There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams
- Unauthorized electronic access
- Security and fire alarms

#### *Intrusion and Motion Detection*

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows. ADP motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

### *Burglary Alarm System*

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

### *Panic Buttons and Internal Communications*

Panic buttons will be installed at the entrance of building and greenhouse as well as ADP apps on cell phones.

### **18.2 – Reception areas and personnel adjacent to ingress and egress points shall have ready access to duress panic and hold-up alarms that may be activated in the event of access by unauthorized personnel or intruders**

#### *Internal Access-Point Control*

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require key cards or electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility.

#### *Limited Access to Secured Areas and Visitors*

First Choice Farms, LLC (herein “FCF”) has the limited access areas. FCF ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors. Therefore as this is a grow facility there will be no reception area.

*Panic Buttons and Internal Communications*

Panic buttons will be installed at the entrance of building and greenhouse as well as ADP apps on cell phones.

**18.3 – Broadcast communication devices (cell phones, intercom equipment or the like) must be:**

- **Carried by each employee or installed in all areas of each Processor’s facility designed for regular access by humans.**
- **Accessible for communication by all personnel at all times, and particularly at perimeter ingress/egress stations, facility reception areas, and the security office.**
- **Capable of providing information with sufficient clarity to be heard and understood by all personnel and visitors within earshot of the employee receiving the communication.**

All employees will carry cell phones with the ADP security apps on those cell phones.

**18.4 - The Applicant, at each of its facilities, shall maintain an audio/video surveillance system that shall be in continuous operation 24 hours per day. Cameras shall be fixed in place covering both the interior and exterior of the facility, in such quantity, with such lighting, and at such resolution as shall allow for the clear identification of individuals (i.e., as to determine the facial features of all persons in the camera's view at all times of day) and activities in all reasonably accessible areas of the premises, including but not limited to all entrances, exits, parking lots, and any area where cannabis or medical cannabis is cultivated, delivered, received, handled, stored, prepared, processed, tested, packaged, labeled, or readied for transport. Monitoring cameras at vehicle entry and exit points must be of such numbers, scope, and clarity to record the license plate information and description of all vehicles entering and exiting the facility. Audio/Video surveillance recordings must clearly and accurately display the time and date. Audio recordings shall clearly and accurately capture sound within camera range at a level of 20 decibels or greater. (Note: Audio/Video surveillance records must be kept for at least 60 days, and longer upon the request of the Commission, its inspectors, or any law enforcement personnel. Audio/Video recordings potentially reflecting an incident of actual or attempted diversion must be kept for the longer of a period of two years, or until resolution of the incident and apprehension and discipline or prosecution of the individuals involved in the actual or attempted diversion.)**

*Video Surveillance*

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 704 x 480 pixels per sq. inch. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system with digital recorder provided by ADP.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover all cultivation areas. This covers all areas where cannabis is present or handled, including all points and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

Electrical backup will be provided by a battery backup Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on and off-site storage capacity of 2TB, enabling us to store at least 60 days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

#### *Third-Party Monitoring*

We anticipate contracting with ADP to help deter, detect, and document security events at each facility from a remote location. ADP will monitor for fire and for security breach of doors and all secured area. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times and will report and document any suspicious activity. Our internal security personnel will work with ADP to establish guidelines for what entails suspicious activity and to ensure regulatory compliance. There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams
- Unauthorized electronic access
- Security and fire alarms

#### *Intrusion and Motion Detection*

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows. ADP motion detectors will be utilized to

monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

### *Burglary Alarm System*

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

**18.5 – The perimeter and any outdoor premises of each of the Applicant’s facilities must be surrounded by a sufficient fence or barrier to prevent access by unauthorized persons 31 and to limit the visibility of the cultivation facility, and must have sufficient lighting to allow for the proper functioning of video surveillance equipment at all times between dusk and dawn or at any other time when ambient lighting requires enhancement to permit identification of individuals or activities upon or immediately adjacent to the premises. Indoor premises must likewise be sufficiently lit to allow for the identification of individuals and activities**

### *Lighting*

The main objectives of our security lighting system are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting with instant-on lighting triggered by motion detectors.

First Choice Farms, LLC will ensure that sufficient lighting requirements are met between dusk and dawn.

We will add external security lighting, including high flood spot lights to both facilities. Each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

#### *Perimeter Security*

We will secure the perimeter of our facilities to prevent unauthorized intrusion. With our cultivation facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The cultivation facility currently will have high chain link fencing with barbed wire on the perimeter sides and a 10 foot high fence around the entire perimeter with one locked gate entries. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and will be monitored by the security system.

ADP motion detectors will monitor the inside of all exterior doors.

**18.6 – Exterior doors of each facility operated by the Applicant must be designed or reinforced to withstand unlawful forcible entry; exterior doors shall, at all times, remain locked against outside intruders, while allowing free egress by the facility’s occupants in the event of an emergency; doors must permit ingress to employees and other appropriate persons only by means of a keycard or other similar electronic access device**

Areas where cannabis will be kept or handled have no external doors that are not secured and monitor by an ADP security system and can be accessed only from within the facility high fence secured area.

All main access point door will be of steel construction and hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, but also act as a deterrent discouraging theft.

*Internal Access-Point Control*

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require key cards or electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility.

*Limited Access to Secured Areas and Visitors*

First Choice Farms, LLC (herein “FCF”) has the limited access areas. FCF ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors.



**18.7 – Exterior walls of each facility operated by the Applicant must be reinforced to withstand unlawful forcible entry. Windows, likewise, must be reinforced to prevent breakage by outside intruders**

Exterior walls will be of concrete board construction and reinforced with additional layer of concrete board on the interior of the building. There will be no windows in the building facility.

**18.8 – The Applicant must maintain sufficient staffing of security guards at each facility where cannabis and medical cannabis is present to reasonably ensure the safety of the products stored therein; however, the Applicant must maintain, at a minimum, one (1) security guard per facility during the facility’s business/operating hours**

*Guards*

Once each facility is operational, we will employ ADP or similar private company that will provide security guards. Uniformed armed and unarmed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with Security Consultant to ensure they are of the highest capability.

During operating hours, we will have at least one guard on-site security guards at the cultivation entrance. After operating hours, we will have total of 1 on-site security guards at the cultivation facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

**18.9 – Strict access controls shall protect areas where cannabis or medical cannabis is handled or stored – in a secured, locked room or vault**

Areas where cannabis will be kept or handled have no external doors that are not secured and monitor by an ADP security system and can be accessed only from within the facility high fence secured area.

There will also be a vault / safe in the locked processing room to store product ready to be sent to processor until picked up by the transporter to deliver to processor.

*Internal Access-Point Control*

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require key cards or electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility

*Intrusion and Motion Detection*

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows. ADP motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

**18.10 – Records, whether electronic or manual, must be kept of all persons on the premises at a facility at all times, including employees, vendors, transporters or other licensees, and all others, recording each individual’s name, the date and time of ingress and egress, and (as to non-employees) the reason for their presence. (Note: Such records shall be kept for a minimum of two years, and longer at the request of the Commission or law enforcement.)**

*Internal Access-Point Control*

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require key cards or electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility.

*Limited Access to Secured Areas and Visitors*

First Choice Farms, LLC has the limited access areas. This ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors.

Electronic records will be kept for all employee personal and all visitors to the facility. This will be stored in a cloud-based system.

**18.11 – Employees, while on duty, shall wear identification badges that clearly identify them as employees**

Movement within each facility will be tightly controlled. All main access doors and doors to the cultivation rooms will require key cards or electronic passcodes. Only permitted employees will be allowed to enter into the cultivation facility. All employees will have ID badges at all times they are in the facility.

**18.12 – Visitors, including vendors, other licensees, Commission members, inspection personnel, or other representatives must wear a “visitor pass” or “AMCC Official” pass, as applicable, at all times while on the Applicant’s premises**

*Limited Access to Secured Areas and Visitors*

First Choice Farms, LLC (herein “FCF”) has the limited access areas. FCF ensures that the secured areas are accessible only to licensee, licensee representatives, and authorized personnel, service personnel or distributors. All visitors will be required to be identified by badges indicating their place of employment or state official capacity and reason for being in the facility, ie vendor or official.

**18.13 – The Applicant’s proposed policies to report theft, diversion, or other loss of cannabis products to the Commission and to law enforcement as early as practicable and not more than 24 hours from the event or its discovery**

*Burglary Alarm System*

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected, and all devices tested annually by a qualified alarm vendor.

All theft, diversion, or other loss of cannabis products to the Commission and to law enforcement as early as practicable and not more than 24 hours from the event or its discovery

**18.14 – The Applicant’s verification that, upon request, it will make available to the Commission or its inspectors all information relating to the Applicant’s security plan, including, but not limited to, 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, and any other securityrelated information deemed relevant by the Commission or its inspectors**

We verify that we will make any and all information concerning security available to the Commission and/or its inspectors.

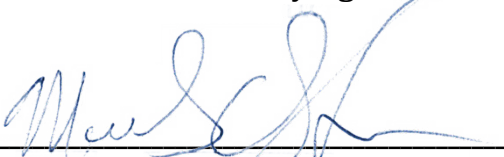
# Exhibit 19 – Personnel

## Verification

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

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**Exhibit 19 – Personnel**

**FORM G: PERSONNEL ROSTER & VERIFICATION**

First Choice Farms, LLC

Business License Applicant Name

Cultivator

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.*

Mark Osborne

Leader/Employee Name

[Redacted]

SSN

[Redacted]

[Redacted]

Telephone

Managing Member

Title/Position

mark@firstchoiceiv.com

Email



Street Address

[Redacted]

[Redacted]

[Redacted]

City

State

Zip

Deborah Brown

Leader/Employee Name

[Redacted]

SSN

[Redacted]

[Redacted]

Telephone

Member

Title/Position

ivy@firstchoiceiv.com

Email

Street Address

[Redacted]

[Redacted]

[Redacted]

City

State

Zip

Jeffery Brown

Leader/Employee Name

[Redacted]

SSN

[Redacted]

[Redacted]

Telephone

Member

Title/Position

ivy@firstchoiceiv.com

Email

Street Address

[Redacted]

[Redacted]

[Redacted]

City

State

Zip

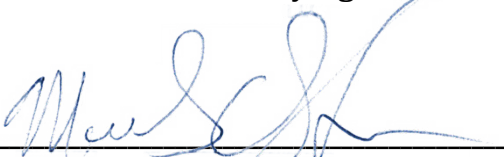
# Exhibit 20 – Business Leadership Credentials

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**20.1 – A curriculum vitae for the business, demonstrating the education, experience, and other credentials of its leadership employed at each facility**

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

First Choice Farms, LLC

Cultivator

Business License Applicant Name

License Type

Mark Duane Osborne

49%

Individual with Ownership Interest in Applicant

Individual's Ownership Percentage in Applicant

**Residential History**

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



[Redacted] Residential Street Address

[Redacted] City State Zip

[Redacted] Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

[Redacted] Residential Street Address

[Redacted] City State Zip

[Redacted] Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address

City State Zip

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

Residential Street Address

City State Zip

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



**Education**

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

<u>Western KY Univeristy</u>	<u>Bowling Green</u>	<u>KY</u>
Institution	City	State
<u>09/1975</u>	<u>05/1979</u>	<u>BA Business Admin</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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

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

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

**Employment History**

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

<u>First Choice Wellness &amp; Infsuion Centers</u>	<u>Mark Osborne-owner</u>	<u>866-665-3244</u>
Employer	Contact Person	Telephone
<u>600 Commons Dr., Ste 101A</u>		
Business Address		
<u>Gallatin</u>	<u>TN</u>	<u>37066</u>
City	State	Zip
<u>02/2021</u>	<u>current 12/2022</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

First Choice Farms, LLC  
Business License Applicant Name  
Deborah Ivy Brown  
Individual with Ownership Interest in Applicant

Cultivator  
License Type  
41%  
Individual's Ownership Percentage in Applicant

**Residential History**

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

[Redacted]		
Residential Street Address	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	
Residential Street Address	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	
Residential Street Address	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	
Residential Street Address	[Redacted]	[Redacted]
City	State	Zip
[Redacted]	[Redacted]	[Redacted]
Date Resided From (MM/YYYY)	Date Resided To (MM/YYYY)	
[Redacted]	[Redacted]	

**Education**

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

<u>Simmons University</u>	<u>Boston</u>	<u>MA</u>
Institution	City	State
<u>01/2014</u>	<u>12/2015</u>	<u>MS Nursing</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>University of Mobile</u>	<u>Mobile</u>	<u>AL</u>
Institution	City	State
<u>08/1994</u>	<u>05/2002</u>	<u>BS Nursing</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>University of South AL</u>	<u>Mobile</u>	<u>AL</u>
Institution	City	State
<u>08/1992</u>	<u>08/1994</u>	<u>None - TF</u>
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.*

<u>First Choice Wellness &amp; Infusion Centers</u>	<u>Mark Osborne</u>	<u>615-351-3604</u>
Employer	Contact Person	Telephone
<u>600 Commons Dr Ste 101A</u>		
Business Address		
<u>Gallatin</u>	<u>TN</u>	<u>37066</u>
City	State	Zip
<u>02/2022</u>	<u>present 12/2022</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>DW McMillan Hospital</u> Employer	<u>Pattie Walker</u> Contact Person	<u>251-809-8309</u> Telephone
<u>1301 Belleville Ave</u> Business Address		
<u>Brewton</u> City	<u>AL</u> State	<u>36426</u> Zip
<u>01/2019</u> Date Employed From (MM/YYYY)	<u>Present 12/2022</u> Date Employed To (MM/YYYY)	
<u>Apollo MD</u> Employer	<u>Kimberly Young</u> Contact Person	<u>770-874-5400</u> Telephone
<u>5665 New Northside Dr</u> Business Address		
<u>Atlanta</u> City	<u>GA</u> State	<u>30328</u> Zip
<u>04/2017</u> Date Employed From (MM/YYYY)	<u>10/2022</u> Date Employed To (MM/YYYY)	
<u>Enterprise Medical Center</u> Employer	<u>charge nurse</u> Contact Person	<u>334-347-0584</u> Telephone
<u>400 N Edwards St</u> Business Address		
<u>Enterprise</u> City	<u>AL</u> State	<u>36330</u> Zip
<u>04/2016</u> Date Employed From (MM/YYYY)	<u>04/2017</u> Date Employed To (MM/YYYY)	
<u>North Baldwin Infirmary</u> Employer	<u>JoAnn Nix</u> Contact Person	<u>251-937-5521</u> Telephone
<u>Hard Ave</u> Business Address		
<u>Bay Minette</u> City	<u>AL</u> State	<u>36507</u> Zip
<u>08/2005</u> Date Employed From (MM/YYYY)	<u>12/2015</u> Date Employed To (MM/YYYY)	


FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

First Choice Farms, LLC  
Business License Applicant Name  
Jeffery Leon Brown  
Individual with Ownership Interest in Applicant

Cultivator  
License Type  
10%  
Individual's Ownership Percentage in Applicant

**Residential History**

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

[Redacted] 

Residential Street Address  
[Redacted] [Redacted] [Redacted]  
City State Zip  
[Redacted] [Redacted] [Redacted]  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

Residential Street Address  
\_\_\_\_\_  
City State Zip  
\_\_\_\_\_  
Date Resided From (MM/YYYY) Date Resided To (MM/YYYY)

**Education**

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

<u>Patrick Henry Jr College</u>	<u>Monroeville</u>	<u>AL</u>
Institution	City	State
<u>06/1983</u>	<u>08/1984</u>	<u>none</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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

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

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

**Employment History**

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

<u>Monroe County Sheriff's Dept</u>	<u>Sheriff Tom Boatwrite</u>	<u>251-575-2963</u>
Employer	Contact Person	Telephone
<u>North Mt Pleasant Ave</u>		
Business Address		
<u>Monroeville</u>	<u>AL</u>	<u>36460</u>
City	State	Zip
<u>05/1989</u>	<u>05/2005</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Monroeville Police Dept</u>	<u>Cheif Mandee Armstrong</u>	<u>251-575-3246</u>
Employer	Contact Person	Telephone
<u>49 South Mt Pleasant Ave</u>		
Business Address		
<u>Monroeville</u>	<u>AL</u>	<u>36460</u>
City	State	Zip
<u>05/1979</u>	<u>15/1989</u>	
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)	



**20.2 – A detailed explanation of the role each leader is to have in the cultivation of cannabis at each facility**

All managerial leaders will be actively involved in the day to day cultivation of cannabis at First Choice Farms, LLC.

**20.3 – A 5-year hiring plan for its leaders identifying the types, positions, required education, required experience, and expected roles of such personnel**

First Choice Farms, LLC training plans for future employees

- 1) Train employees at time of hire on business operations and compliance.
- 2) Train employees regularly after hire.
- 3) Training plan and training log will be available for inspection on the licensed premises.
- 4) Any person entering data into the Cannabis Tracking System (CTS) first be trained by the CTS administrator for the license.
- 5) All individuals will be required to have a valid Marijuana Worker Permit complete the required training and maintain their permit while working on behalf of the Licensee.

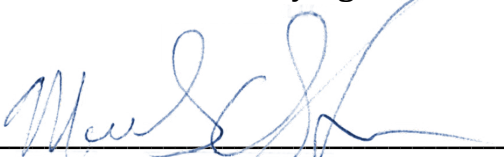
# Exhibit 21 – Employee Handbook

## 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**Exhibit 21 – Employee Handbook**



**Name:** \_\_\_\_\_ **Department:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date of Hire:** \_\_\_\_\_

**INITIAL ORIENTATION CRITERIA**

- \_\_\_ Understands job function and responsibilities (including record keeping and reporting)
- \_\_\_ Understands organizational chart and the process for reporting to supervisor
- \_\_\_ Understands Company Mission and goals
- \_\_\_ Understands work schedule, lunch breaks, tardiness, absenteeism and how to request PTO
- \_\_\_ Understands requirements for position
- \_\_\_ Employee given an facility tour (applicable and AMCC approved)
- \_\_\_ Employee Handbook receipt and Acknowledgment
- \_\_\_ Initial Equipment Training and Competency Assessment

**POLICY/PROCEDURE TRAINING**

- \_\_\_ Employee understands and agrees to follow policies regarding confidentiality expectations – AMCC and PI Information
- \_\_\_ Employee Rights and Responsibilities
- \_\_\_ Conflict of Interest
- \_\_\_ Employee Complaint/Grievances
- \_\_\_ Pest Control, OSHA Requirements, and safety
- \_\_\_ Identify and report employee abuse
- \_\_\_ Cultural diversity, communication barriers and ethical issues
- \_\_\_ Code of Conduct
- \_\_\_ Performance Improvement/Quality Management
- \_\_\_ Pharmacy Fire and Safety Training – Emergency Preparedness Plan
- \_\_\_ Chemical / Pesticide Use and Safety Training
- \_\_\_ Product Growing Standards
- \_\_\_ How to Access Policies and Procedures
- \_\_\_ Compliance Program
- \_\_\_ AMCC License Standards

*I hereby acknowledge that I have participated in the Company's New Hire Orientation. I understand the content presented. I have been given ample opportunity to ask questions. I have been advised that I may request additional training on any aspect at any time. I commit to abide by the pharmacy's policies, procedures and standards as presented.*

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company Team Member Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

# Exhibit 22 – 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

**22.1 – An overview of the steps to be taken 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**

First Choice Farms, LLC (herein “FCF”) has developed the following Standard Operating Procedures pertaining to quality assurance and quality control. FCF will maintain strict quality assurance and quality control measures throughout the facility to prevent any contamination of cannabis items. The following summarizes how cannabis items that enter and exit the licensed facility will be controlled via processes that meet high quality standards. These procedures are designed to minimize risk to the license and to the consumer throughout all stages of cannabis cultivation.

The Compliance Officer is responsible for the quality of the cannabis produced and investigating complaints. The Compliance Officer may assign duties to a person who has the relevant knowledge, training, and experience. All persons involved in the cultivation and distribution of cannabis are responsible for ensuring accuracy and integrity in documentation.

**22.2 – 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 shall be conducted by the State Testing Laboratory (as detailed in Chapter 10 of the Rules). The plan shall 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.**

FCF will ensure all cannabis items ready to be released for distribution are tested by a licensed cannabis testing facility. Cannabis items awaiting test results will be properly stored in segregated areas. FCF will provide one or more samples of soil and plant samples,

and samples of usable cannabis to the AMCC during announced or unannounced inspections for product quality control. Detailed procedures for cannabis testing can be found in SOPs for Reporting of Test Results of Cannabis.

**22.3 – 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.**

SOPs for Waste Disposal, Sanitation have been developed in accordance with rules and regulations of AMCC. Sanitation and proper disposal of waste is critical for contamination prevention and quality assurance. The licensed premises will have segregated storage areas to minimize cross-contamination with cannabis that is confirmed to be contaminated or with usable cannabis that is suspected, but not yet confirmed, to be contaminated. All cannabis that must be destroyed and rendered unusable will be weighted and updated in the inventory tracking system, and destroyed under camera view. The Compliance Officer will be responsible for ensuring waste management practices are followed and employees are trained over proper waste disposal.

# Exhibit 23 - 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.

Mark Osborne

**Printed Name of Verifying Individual**



**Signature of Verifying Individual**

Managing Member

**Title of Verifying Individual**

03-02-2023

**Verification Date**

### **23.1 – Provisions for notifying the Applicant of an adverse event**

If a product recall is initiated, all recalled cannabis items that are returned will be reviewed by the Compliance Officer or appointed quality control employee(s), tracked in the inventory tracking system, and placed in quarantine in the quarantine storage area until the AMCC authorizes disposal, at which point the recalled cannabis items will be disposed of in a manner that ensures it is unusable. Details describing the procedures for product recalls can be found in SOPs for Recall.

### **23.2 – Factors about an adverse event that would likely necessitate a recall, and any potential for retesting or remediation**

The primary goal of a product recall is to protect public health by removing cannabis items from commerce that have been determined to be unsafe. Complaint receipt, review, investigation and evaluation are the first steps in the recall process. SOPs for Adverse Event Reporting detail these steps First Choice Farms will take pertaining to the receipt and reporting of cannabis item complaints. The following product recall procedures must be followed if the assessment of a complaint indicates a product recall is necessary.

**Mandatory Product Recalls.** If First Choice Farms, LLC (herein “First Choice Farms”) or the AMCC imposes a mandatory produce recall due to the probability that the cannabis item is adulterated or misbranded, is a hazard to consumers, a testing laboratory testing analysis finds that the batch fails to meet specifications, or that the cannabis item could cause serious illness or death, the Compliance Officer will promptly enact this Recall Plan.

**Voluntary Product Recalls.** If First Choice Farms or another cannabis business acts on information that cannabis items they have transferred or released for sale pose unacceptable risks to the consumer or to the public, a voluntary product recall may occur. This could include failure in process controls, labeling violations, or misbranding. If First Choice Farms’ cultivation facility initiates a voluntary recall of a cannabis item, the procedures of this Recall Plan will be implemented in collaboration with cannabis businesses who received the recalled cannabis items.



**23.3 – Responsible individuals or positions within the Applicant’s organization who will oversee the recall process**

Recall Team. In the event that cannabis items from the First Choice Farms cultivation facility are determined to be unsafe, the Recall Team will implement this Recall Plan. The Recall Team consists of the Compliance Officer and the Cultivation Director. The Recall Team will assess, initiate, and implement mandatory and voluntary product recalls; identify cannabis items that are included in the recall; collect and quarantine recalled cannabis items; notify the AMCC and any cannabis business involved in the supply chain of the recalled cannabis items; communicate the product recall with the public; follow AMCC instructions pertaining to the destruction of the product; and document all actions taken during the recall.

**23.4 – Accounting for the safety of employees and others on the premises**

Training will be provided to all First Choice Farms employees over Product Recalls prior to employees beginning work at the cultivation facility. Product Recall training will include, but not limited to, the following topics: reasons for a recall; recall procedures; the recall team; voluntary recalls; notification protocols; recall effectiveness; and mock recalls.

**23.5 – Notification protocols to other licensees and the Commission through the Statewide Seed-to-Sale Tracking System, and to any other proper authorities**

*Regulatory Agencies*

First Choice Farms will report product recalls, including those that show evidence of adverse events, to the AMCC at the earliest opportunity after the decision has been made to conduct a recall, but no later than 48-hours. Subsequent to the initial notification, the AMCC will be updated throughout the recall process.

*Cannabis Businesses*

The Recall Team will be responsible for notifying all cannabis businesses that participated in the supply chain of the cannabis item identified in the product recall and cannabis businesses that purchased the recalled cannabis items from First Choice Farms. The Recall Team will utilize transport records, AMCC Unique Stamps/Tags, and other internal

production documents in determining which cannabis businesses are required to be notified. Cannabis businesses will be notified via email, phone, and in-person, if possible. Communication to cannabis businesses will include information on which batch(es) are under the product recall, instructions for the return or destruction of any recalled cannabis items by consumers, and procedures for the issuance of refunds in conjunction with the recall.

**23.6 – Processes to ensure that the recalled product is returned, remediated (and approved as safe), or destroyed**

Collection of Recalled Cannabis Items. The Recall Team will identify the location of all cannabis items involved in the recall through the use of the inventory tracking system and transport records. Cannabis items may be located at the cultivation facility or at other cannabis businesses. First Choice Farms will utilize its Delivery Vehicles and Transporters to retrieve any cannabis items involved in the recall and return them back to the cultivation facility. Transport records will be documented and recorded. The Recall Team will identify if any cannabis items involved in the recall are pending transport, and if found, will cancel the transfer, and reach out to the receiving cannabis business to offer a refund or an alternative cannabis item. The Recall Team will create an inventory of all cannabis items involved in the recall, including the following information:

- Date of recall;
- Product(s) involved in recall;
- Batch number(s) of product(s) involved in recall;
- Quantity;
- Reason for the recall;
- AMCC Contact;
- List of cannabis businesses to be contacted, if applicable, and date contacted

*Quality Control Review of Recalled Cannabis Items*

The Recall Team will review all cannabis items returned and suspected to be involved in the recall to confirm the cannabis items are correctly identified as part of the recall.

*Tracking of Recalled Cannabis Items*

All cannabis items collected that are involved in the product recall will be immediately recorded in the inventory tracking system and placed in quarantine. Cannabis items will be tracked in inventory control per the procedures detailed in SOPs for Inventory Control, Storage, Diversion Prevention.

*Quarantine of Recalled Cannabis Items*

The Recall Team will gather all cannabis items involved in the recall and immediately segregate and quarantine them in the designated storage area labeled “QUARANTINE” on the licensed premises. Cannabis items involved in the recall will be handled with great care to minimize cross-contamination. Cannabis items involved in the recall will be kept separate from all other cannabis items located at the facility and if transport is required, they will be transported in a container separate from non-contaminated cannabis items.

*Disposal of Recalled Cannabis Items*

Cannabis items involved in the product recall will remain in quarantine until the AMCC authorizes disposal, at which point the Recall Team will dispose of the cannabis items in a manner that ensures it is unusable. The Recall Team will follow procedures for proper cannabis item disposal in SOPs Waste Disposal, Sanitation. After disposal of all recalled cannabis items, the Compliance Officer will communicate with the AMCC that the product recall has been completed. Documentation of the disposal will be maintained for at least two years after the disposal and will include: a written record of the date, the quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures.

**23.7 – Processes to report to the Commission and any other appropriate regulatory body regarding crisis response and steps taken to mitigate or avoid danger to the public**

First Choice Farms, LLC will notify the **commission** in accordance to Commission guidelines.

**23.8 – 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**

First Choice Farms, LLC will quarantine and separate contaminated product from non-contaminated production to avoid further contamination.

**23.9 – 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**

First Choice Farms, LLC will also use a tracking solution to help to identify key data points to streamline and optimize inventory management at each phase of the operation. The solution includes the following modules:

- Yield Forecasting – Monitoring and analyzing the harvest data to optimize for larger yields.
- Grower-Centric – Customizing workflows to support the weighing of multiple plant by-products (wet or dry), plus multiple data collection points and ability to grade product quality upon curing.
- Analyze Efforts – Monitoring Pesticides and Nutrients applied, log Strain Notes detailing light and watering cycles, plus review Past Harvest Data to optimize your future yields.

**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.*

**First Choice Farms, LLC**

Business License Applicant Name

**Cultivator**

License Type

**Ownership Entity Information**

**None**

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**

**Deborah Ivy Brown**

**Member**

**41%**

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

**Jeff Brown**

**Member**

**10%**

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Mark Osborne

Managing Member

49%



Owner Name

Role

% Ownership in Entity



Street Address



City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

Printed Name of Verifying Individual

Title of Verifying Individual

Signature of Verifying Individual

Verification Date



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.

\_\_\_\_MO\_\_\_\_ 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.

\_\_\_\_MO\_\_\_\_ INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

\_\_\_\_MO\_\_\_\_ 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.

\_\_\_\_MO\_\_\_\_ 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.

\_\_\_\_MO\_\_\_\_ 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.

\_\_\_\_MO\_\_\_\_ 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.

\_\_\_\_MO\_\_\_\_ INITIAL HERE

Mark Osborne

Signature of Affiant

Acting for and on behalf of:

Debroah Ivy Brown

Applicant

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]



FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License

STATE OF AL )  
 )  
Jackson 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: First Choice Farms, LLC

2. NAME OF AFFIANT: Mark Osborne

3. AFFIANT'S POSITION WITH APPLICANT: Managing Member

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.

MO 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.)**

MO 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.

MO 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 the currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

MO 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.

MO INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

MO 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.

MO 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.

MO 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.

MO INITIAL HERE

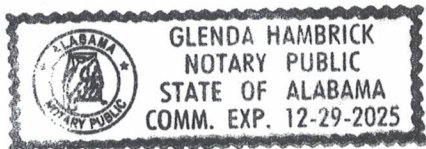
- j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

MO INITIAL HERE

Mae L. Osborn  
Signature of Affiant  
Acting for and on behalf of:

First Choice Farms, LLC  
Applicant

Sworn to and subscribed before me on this 30<sup>th</sup> day of December, 2022



Glenda Hambrick  
Notary Public

My Commission Expires: 12/29/2025

[SEAL]

FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License

STATE OF AL )  
 )  
Jackson 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: First Choice Farms, LLC

2. NAME OF AFFIANT: Mark Osborne

3. AFFIANT'S POSITION WITH APPLICANT: Managing Member

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.

MO 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.)

MO 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.

MO 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 the currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

MO 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.

MO INITIAL HERE

- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

MO 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.

MO 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.

MO 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.

MO 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.

MO INITIAL HERE

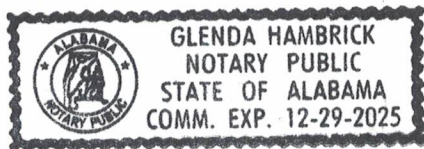
[Signature]  
Signature of Affiant

Acting for and on behalf of

First Choice Farms, LLC

Applicant

Sworn to and subscribed before me on this 30<sup>th</sup> day of December, 2022



[Signature]  
Notary Public

My Commission Expires: 12/29/2025

[SEAL]