

Integrated Facility Application – Redaction List

The table below indicates what portion of any exhibit, form, or other application document has been redacted and provides a brief summary of the grounds for each redaction, including the specific statutory authority supporting each redaction.

Exhibit/Form	Redactions	Justification for Redaction
Application Form	Pgs. 9-11	DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft.
Exhibit 1	None	N/A
Exhibit 2	A) Pgs. 3-4; 7-8; 87; 127; 168-9; 208-9 B) Pgs. 52-85; 188-206; 233-60	A) DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft; B) Tax returns, tax information, and tax records exempted from public disclosure pursuant to Ala. Code § 40-2A-10.
Exhibit 3	None	N/A
Exhibit 4	None	N/A
Exhibit 5	None	N/A
Exhibit 6	Pgs. 1-9	Bank records exempted from public disclosure except when subject to a subpoena, summons, warrant, or court order pursuant to Ala. Code §§ 5-3A-3(a) and 5-5A-43.
Exhibit 7	Pgs. 1-5	Bank records exempted from public disclosure except when subject to a subpoena, summons, warrant, or court order pursuant to Ala. Code §§ 5-3A-3(a) and 5-5A-43.
Exhibit 8	Pgs. 4; 8-10	Bank records exempted from public disclosure except when subject to a subpoena, summons, warrant, or court order pursuant to Ala. Code §§ 5-3A-3(a) and 5-5A-43.
Exhibit 9	Pgs. 1-13	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 10	None	N/A
Exhibit 11	None	N/A
Exhibit 12	None	N/A

Exhibit 13	Pgs. 1-50	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 14	None	N/A
Exhibit 15	None	N/A
Exhibit 16	None	N/A
Exhibit 17	None	N/A
Exhibit 18	Pgs. 1-5	This exhibit describes in detail the security procedures for handling cash at our dispensing sites. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 19	Pgs. 1-30	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 20	Pgs. 8-619	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 21	Pgs. 1-20	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 22	None	N/A
Exhibit 23	None	N/A
Exhibit 24	Pgs. 1	This exhibit contains identifying information for the vehicles we intend to use for secure transportation. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 25	None	N/A
Exhibit 26	A) Pgs. 3-6; 9-14; 18-23; 26-30; 34; 37-39; 44-47	A) DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft;

	B) Pgs. 9; 18; 26; 46	B) Medical records protected from disclosure by the HIPAA Privacy Rule.
Exhibit 27	Pgs. 1-5	This exhibit contains identifying information for the vehicles we intend to use for secure transportation. It also includes detailed descriptions of the security features of those vehicles. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 28	Pg. 5	This exhibit contains a list of the security features of our secure transportation vehicles. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 29	Pgs. 2-5	This exhibit provides the actual routes to be used by our secure transport vehicles from our cultivation facility to our dispensing sites. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 30	Pgs. 6-10	This exhibit contains detailed descriptions of the security features, including access controls, for our proposed facilities. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 31	Pgs. 5-10; 12; 16-18; 23-25; 30-32; 37-39; 44-45	This exhibit contains detailed floor plans for each our proposed facilities, including the location of restricted access areas and of all security features (alarms, cameras, panic buttons, etc). Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 32	Pgs. 5-20	This exhibit contains detailed floor plans for our proposed cultivation/processing facility, including the location of restricted access areas and of all security features (alarms, cameras, panic buttons, etc). Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 33	Pgs. 1-30	This exhibit contains detailed descriptions of our standard operating procedures for security at all of our proposed facilities including floor plans of those facilities with a security overlay that details the layout of our security features (alarms, cameras, panic buttons, etc). Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”
Exhibit 34	Pgs. 2-8	SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft.
Exhibit 35	None	N/A
Exhibit 36	Pgs. 6-58	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).

Exhibit 37	Pgs. 1-2; 4; 6; 8; 10	SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft.
Exhibit 38	Pgs. 4-21	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 39	Pgs. 1-20	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 40	Pgs. 1-10	Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 <i>et. seq.</i> (see additional comments below).
Exhibit 41	None	N/A
Exhibit 42	None	N/A
Form I	None	N/A
Form K	None	N/A

General Comments Supporting Trade Secret Designations:

The Alabama Trade Secrets Act, Ala. Code § 8-27-1 *et. seq.*, defines a trade secret as information that:

- a. Is used or intended for use in a trade or business;
- b. Is included or embodied in a formula, pattern, compilation, computer software, drawing, device, method, technique, or process;
- c. Is not publicly known and is not generally known in the trade or business of the person asserting that it is a trade secret;
- d. Cannot be readily ascertained or derived from publicly available information;
- e. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and
- f. Has significant economic value.

Applicant has deemed two categories of information provided in its Integrated Facility application as trade secrets to be protected from public disclosure under § 8-27-1 *et. seq.* The first is information related to its business plan. The second is information related to its operations plan. Certain members of Applicant's ownership team have been involved in the highly competitive medical cannabis industry for approximately the past 10 years. Due to the relative infancy of the medical cannabis industry, most of the methods, techniques, and processes employed in the industry had to be developed by licensees from scratch. In doing so, Applicant has invested substantial sums of time and money into developing comprehensive and proprietary business plans and standard operating procedures for the cultivation, manufacturing, transportation, and dispensing of medical cannabis. These plans and practices, which are considered best-in-industry in the states that Applicant has previously operated medical cannabis businesses, are described in detail in Applicant's application for an Integrated Facility license.

These plans and practices are an extremely valuable asset the disclosure of which would severely diminish a competitive advantage Applicant has spent considerable time and money to achieve.

In addition to this, similarly to Alabama, most states that have legalized medical cannabis have issued a very limited number of licenses making the merit-based bids for licenses a highly competitive process. As a part of the process, applicants are asked to provide detailed narrative descriptions of their business history, facility plans, operations timelines, operations policies and procedures, safety protocols, security systems and processes, inventory management systems, etc. Applicant has spent hundreds of hours and considerable financial resources assembling applications in a method and technique that has proven incredibly successful in securing state issued medical cannabis licenses in several highly competitive states. This success makes Applicant's technique for successful applications an extremely valuable asset. As such, the disclosure of the redacted information would also harm the competitive advantage Applicant has spent considerable time and money to achieve.



Review

Selected Account: Flowerwood Medical Cannabis, LLC

Your application has been filed with the Alabama Medical Cannabis Commission.
Your reference code is **1679**.

File Date : **12/30/2022 2:12 PM**

Your transaction ID is : **89101616**

Transaction Token: **0b3ba762-cea9-47e5-b77c-7514de2283ae**

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

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

Request for Business Application Information

✓ **Request Number:** 0181

General Applicant Information

✓ **Applicant Name** : Flowerwood Medical Cannabis, LLC

✓ **Applying as:** Business Entity

✓ **Trade Name (DBAs)** : FLOWERMEDIC

✓ **Identification: FEIN Number Type**

✓ **Federal Tax Identification Number** : 884004146

✓ **Business Entity Name** : Flowerwood Medical Cannabis, LLC

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

✓ **Secretary of: State Entity ID Number** : 001038008

✓ **Federal Business Code No** : 111419

✓ **Date of Qualification, Organization or Incorporation** : 09/01/2022

Applicant Street Address

✓ **Street:** 15315 KELLY ROAD

✓ **Unit No / Apt No** :

✓ **City:** LOXLEY

✓ **County:** 02-Baldwin

✓ **State:** Alabama

✓ **Zip Code:** 36551

✓ **Address Verified?:** Yes

Applicant Mailing Address

REDACTED COPY

✓ **Street:** 15315 KELLY R
D

✓ **Unit No /
Apt No** :

✓ **City:** LOXLEY

✓ **State:** Alabama

✓ **Zip Code:** 36551

✓ **Address Verified?:** Yes

✓ **Applicant
Website** :

✓ **Applicant
Email
Address** : lladd@flowerw
ood.com

✓ **Applicant
Phone
Number** : 2519645122

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

No

✓ **Is the applicant: (1) at least 51% owned by (or, in the case of a corporation, 51% of the shares belong to) members of any minority group (as defined by 20-2A-51(b)), and (2) managed and controlled in its daily operations by members of any minority group?** :No

Primary Contact Person

✓ **First Name:** Leah

✓ **Last Name:** Ladd

✓ **Title:** Owner

✓ **Phone
Number** : 2519645122

✓ **Email:** lladd@flowerw
ood.com

✓ **Street:** 15315 KELLY R
D

✓ **Unit No /
Apt No** :

✓ **City:** LOXLEY

✓ **State:** Alabama

✓ **Zip Code:** 36551

✓ **Address Verified?:** Yes

License Information

✓ **License Type:** Integrated Facility

Facility Information

✓ **Facility Type** : Cultivation Facility

Physical Address

✓ **Street:** 15315 KELLY RD

Unit No / Apt No :

✓ **City:** LOXLEY

✓ **County:** 02-Baldwin

✓ **State:** Alabama

✓ **Zip Code:** 36551

✓ **Address Verified?** : Yes

Facility Information Questions

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

✓ **Is this facility under construction?** : No

✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 60

✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 120

✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

✓ **Facility Type** : Processing Facility

Physical Address

✓ **Street:** 15315 KELLY RD

Unit No / Apt No :

✓ **City:** LOXLEY

✓ **County:** 02-Baldwin

✓ **State:** Alabama

✓ **Zip Code:** 36551

✓ **Address** : Yes
Verified?

REDACTED COPY

Facility Information Questions

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

✓ **Is this facility under** : No
construction?

✓ **The number of days, if awarded a license, within which the** : 90
Applicant reasonably projects it will commence operations
at this facility

✓ **The number of days, if awarded a license, within which the** : 180
Applicant reasonably projects it will reach full capacity at
this facility

✓ **Does the applicant verify that this proposed facility will be in a** : Yes
permissible location, if applicable, and will maintain compliance with
all State and local laws, resolutions and ordinances?

✓ **Facility** : Dispensing Site
Type (Retail Facility)

✓ **Dispensing:** Stand Alone Bul
Site ding
Premises

Physical Address

✓ **Street:** 12601 N HICKOR
Y ST

Unit No / :
Apt No

✓ **City:** LOXLEY

✓ **County:** 02-Baldwin

✓ **State:** Alabama

✓ **Zip Code:** 36551

✓ **Address** : Yes
Verified?

Facility Information Questions

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

✓ **Is this facility under** : No
construction?

- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 120
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 120
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

- ✓ Facility Type : Dispensing Site (Retail Facility)
- ✓ Dispensing Site Premises : Stand Alone Building

Physical Address

- ✓ Street: 313 S 4TH ST
- Unit No / Apt No :
- ✓ City: GADSDEN
- ✓ County: 28-Etowah
- ✓ State: Alabama
- ✓ Zip Code: 35901
- ✓ Address Verified? : Yes

Facility Information Questions

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

- ✓ Facility Type : Dispensing Site (Retail Facility)
- ✓ Dispensing Site Premises : Stand Alone Building

Physical Address

REDACTED COPY

- ✓ **Street:** 723 N PERRY ST
- ✓ **Unit No / Apt No** :
- ✓ **City:** MONTGOMERY
- ✓ **County:** 51-Montgomery
- ✓ **State:** Alabama
- ✓ **Zip Code:** 36104
- ✓ **Address Verified?** : Yes

Facility Information Questions

- ✓ **Applicant's interest in property where proposed facility is located** : Leases/Rents
- ✓ **Is this facility under construction?** : No
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility** : 200
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 200
- ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

- ✓ **Facility Type** : Dispensing Site (Retail Facility)
- ✓ **Dispensing Site Premises**: Stand Alone Building

Physical Address

- ✓ **Street:** 6412 AIRPORT BLVD
- ✓ **Unit No / Apt No** :
- ✓ **City:** MOBILE
- ✓ **County:** 49-Mobile
- ✓ **State:** Alabama
- ✓ **Zip Code:** 36608
- ✓ **Address Verified?** : Yes

- ✓ Applicant's interest in : Leases/Rents property where proposed facility is located
- ✓ Is this facility under : No construction?
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 230
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 230
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

- ✓ Facility Type : Dispensing Site (Retail Facility)
- ✓ Dispensing: Site Premises : Stand Alone Building

Physical Address

- ✓ Street: 16 MEDICAL CENTER DR
- Unit No / Apt No
- ✓ City: MONROEVILLE
- ✓ County: 50-Monroe
- ✓ State: Alabama
- ✓ Zip Code: 36460
- ✓ Address Verified? : Yes

Facility Information Questions

- ✓ Applicant's interest in : Owns property where proposed facility is located
- ✓ Is this facility under : No construction?
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will commence operations at this facility : 230

✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 230

REDACTED COPY

✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

Ownership of Applicant

✓ **Select type of record:** Entity

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

Entity

✓ **Entity Name** : FW CANNA, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Are there individuals with direct or indirect ownership interest in this entity?** : Yes

✓ **FEIN:** 921351420

✓ **Ownership Percentage of the Applicant** : 92

Physical Address

✓ **Street:** 15315 KELLY RD

Unit No / Apt No :

✓ **City:** LOXLEY

✓ **State:** Alabama

✓ **Zip Code:** 36551

✓ **Address Verified?** : Yes

Primary Contact/ Responsible Person

✓ **First Name** : Leah

✓ **Last Name** : Ladd

✓ **Title:** Owner

✓ **Phone Number** : 2514903055

✓ **Email Address** : lladd@flowerwood.com

✓ **Street Address** : 135 EASTON CIR

Unit No / Apt No :

✓ **City:** FAIRHOPE

✓ **State:** Alabama

✓ Zip Code: 36532

✓ Address : Yes

Verified
REDACTED COPY

✓ Select type of record: Individual

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

Grounds/Authority for Redactions: DOBs and SSNs of
Individual Owners redacted pursuant to Ala. Code §
41-13-6 to protect individuals from disclosure of
personal information that could lead to identity theft.

Individual

✓ Legal : Mark
First
Name

✓ Legal : T
Middle
Name

✓ Legal Last: Hartwig
Name

Suffix:

✓ Phone : 3035254330
Number

✓ Email : mark.nfuzed@g
Address mail.com

✓ Date of : ██████████
Birth

✓ Social : ██████████
Security
Number

✓ Race/Ethnicity: Caucasian

✓ Ownership : 2
Percentage
of the
Applicant

✓ Role: Director

Residence Address

✓ Street: 1470 CHESTNUT
PL

Unit No / :
Apt No

✓ City: BOULDER

✓ State: Colorado

✓ Zip Code: 80304

✓ Address : Yes
Verified?

✓ Select type of record: Individual

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

Individual

✓ Legal : Gregory
First
Name

✓ Legal : Lee
Middle
Name

✓ Legal Last: Goldston
Name

Suffix:

✓ Phone : 7202522214
Number

✓ Email : glgoldston@iclo
Address ud.com

✓ **Date of Birth** : [REDACTED]

✓ **Social Security Number** : [REDACTED]
REDACTED COPY

✓ **Race/Ethnicity**: Caucasian

✓ **Ownership Percentage of the Applicant** : 2

✓ **Role**: Director

Residence Address

✓ **Street**: 321 CLEARWATER DR

Unit No / Apt No :

✓ **City**: PONTE VEDRA

✓ **State**: Florida

✓ **Zip Code**: 32082

✓ **Address Verified?** : Yes

✓ **Select type of record**: Individual

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

Individual

✓ **Legal First Name** : John

Legal Middle Name :

✓ **Legal Last Name**: Curtis

Suffix:

✓ **Phone Number** : 3039569209

✓ **Email Address** : jcurtis.rcc@gmail.com

✓ **Date of Birth** : [REDACTED]

✓ **Social Security Number** : [REDACTED]

✓ **Race/Ethnicity**: Caucasian

✓ **Ownership Percentage of the Applicant** : 2

✓ **Role**: Director

Residence Address

✓ **Street**: 34 LEMP RD

Unit No / Apt No :

✓ **City**: SAINT LOUIS

✓ **State**: Missouri

✓ **Zip Code**: 63122

✓ **Address** : Yes
Verified?

REDACTED COPY

✓ **Select type of record:** Individual

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

Individual

✓ **Legal** : Joseph
First
Name

✓ **Legal** : E
Middle
Name

✓ **Legal Last:** Delia
Name

Suffix:

✓ **Phone** : 6362624163
Number

✓ **Email** : jddelia@sbcglob
Address al.net

✓ **Date of** : [REDACTED]
Birth

✓ **Social** : [REDACTED]
Security
Number

✓ **Race/Ethnicity:** Caucasian

✓ **Ownership** : 2
Percentage
of the
Applicant

✓ **Role:** Director

Residence Address

✓ **Street:** 755 STONEY CR
EEK LN

Unit No / :
Apt No

✓ **City:** BALLWIN

✓ **State:** Missouri

✓ **Zip Code:** 63021

✓ **Address** : Yes
Verified?

Cannabis Industry Entities

✓ **Is any individual or entity below connected to any entity that is directly or indirectly involved in the** :Yes
cannabis industry, including, but not limited to, the cultivation, processing, packaging, labeling, testing,
transporting, or sale of cannabis or medical cannabis, either in Alabama or any other jurisdiction?
(1) an individual with an ownership interest in the applicant;
(2) the spouse, parent, or child of an individual with an ownership interest in the applicant; or
(3) an entity with an ownership interest in the applicant.

✓ **Select** : Individual
Individual
or Entity:

Individual

REDACTED COPY

✓ **Legal First Name** : Kevin

✓ **Legal Last Name**: Northrop

Suffix:

✓ **Cannabis Entity Name** : US Canna Mississippi, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection:** Individual to Cannabis Entity

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 1.75

Cannabis Entity's Physical Address

✓ **Street:** 1704 N STATE STREET

Unit No / Apt No :

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Kent

✓ **Last Name** : Nicaud

✓ **Title:** President

✓ **Phone Number** : 2283632818

✓ **Email Address** : kentnicaud@gmail.com

✓ **Street Address** : 1704 N STATE STREET

Unit No / Apt No :

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address Verified?** : Yes

✓ **Select Individual or Entity:** : Individual

Individual

✓ **Legal First Name** : Ellis

✓ **Legal Last Name**: Ollinger

✓ **Suffix:** III

✓ **Cannabis Entity Name** : US Canna Missis sippi, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection to Cannabis Entity** : Individual

✓ **Role in Cannabis Entity** : Equity interest o wner

✓ **Percentage of ownership in cannabis entity** : 1.75

Cannabis Entity's Physical Address

✓ **Street:** 1704 N STATE S T

Unit No / Apt No :

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Kent

✓ **Last Name** : Nicaud

✓ **Title:** President

✓ **Phone Number** : 2283632818

✓ **Email Address** : kentnicaud@gm ail.com

✓ **Street Address** : 1704 N STATE S T

Unit No / Apt No :

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address Verified?** : Yes

✓ **Select Individual or Entity:** : Individual

Individual

✓ **Legal First Name** : Gregory

✓ **Legal Last Name** : Smith

✓ **Suffix:** Jr.

✓ **Cannabis Entity Name** : US Canna Missis sippi, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection to Cannabis Entity** : Individual

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 1.75
REDACTED COPY

Cannabis Entity's Physical Address

✓ **Street:** 1704 N STATE STREET

✓ **Unit No / Apt No** :

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Kent

✓ **Last Name** : Nicaud

✓ **Title:** President

✓ **Phone Number** : 2283632818

✓ **Email Address** : kentnicaud@gmail.com

✓ **Street Address** : 1704 N STATE STREET

✓ **Unit No / Apt No** :

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address Verified?** : Yes

✓ **Select Individual or Entity:** : Individual

Individual

✓ **Legal First Name** : Leah

✓ **Legal Last Name** : Ladd

Suffix:

✓ **Cannabis Entity Name** : US Canna Mississippi, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection to Cannabis Entity** : Individual

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 1.75

Cannabis Entity's Physical Address

REDACTED COPY

✓ **Street:** 1704 N STATE S
T

Unit No / :
Apt No

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address** : Yes
Verified?

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Kent

✓ **Last Name** : Nicaud

✓ **Title:** President

✓ **Phone Number** : 2283632818

✓ **Email Address** : kentnicaud@gm
ail.com

✓ **Street Address** : 1704 N STATE S
T

Unit No / :
Apt No

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address** : Yes
Verified?

✓ **Select Individual or Entity:** : Entity

Entity

✓ **Ownership Entity Name**: Plant Developme
nt Services, Inc

✓ **Cannabis Entity Name** : US Canna Missis
sippi, LLC

✓ **Connection to Cannabis Entity**: Cannabis entity
is a limited liabil
ity company of
which the owne
rship entity is a
member or man
ager.

✓ **FEIN:** 631180558

Cannabis Entity's Physical Address

✓ **Street:** 1704 N STATE S
T

Unit No / :
Apt No

✓ **City:** JACKSON

✓ **State:** Mississippi

✓ **Zip Code:** 39202

✓ **Address** : Yes
Verified?

Cannabis Entity's Primary Contact/Responsible Person

REDACTED COPY

✓ **First Name** : Kent

✓ **Last Name** : Nicaud

✓ **Title**: President

✓ **Phone Number** : 2283632818

✓ **Email Address** : kentnicaud@gmail.com

✓ **Street Address** : 1704 N STATE ST

Unit No / Apt No :

✓ **City**: JACKSON

✓ **State**: Mississippi

✓ **Zip Code**: 39202

✓ **Address Verified?** : Yes

✓ **Select Individual or Entity:** : Individual

Individual

✓ **Legal First Name** : Gregory

✓ **Legal Last Name**: Goldston

Suffix:

✓ **Cannabis Entity Name** : US Canna Mississippi, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection to Cannabis Entity**: Individual

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 16

Cannabis Entity's Physical Address

✓ **Street**: 1033 CORPORATE SQUARE DR

✓ **Unit No / Apt No** : STE 116

✓ **City**: SAINT LOUIS

✓ **State**: Missouri

✓ **Zip Code**: 63132

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Joseph

✓ **Last Name** : Delia

✓ **Title**: Chief Operating Officer

✓ **Phone Number** : 6362624163

✓ **Email Address** : joe.delia@uscanna.com

✓ **Street Address** : 1033 CORPORATE SQUARE DR

✓ **Unit No / Apt No** : STE 116

✓ **City:** SAINT LOUIS
REDACTED COPY

✓ **State:** Missouri

✓ **Zip Code:** 63132

✓ **Address** : Yes
Verified?

✓ **Select** : Individual
Individual
or Entity:

Individual

✓ **Legal First Name** : Gregory

✓ **Legal Last Name**: Goldston

Suffix:

✓ **Cannabis Entity Name** : GF IL Infuser, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection:** Individual to Cannabis Entity

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 12

Cannabis Entity's Physical Address

✓ **Street:** 3550 HOMER M
ADAMS PKWY

Unit No / Apt No :

✓ **City:** ALTON

✓ **State:** Illinois

✓ **Zip Code:** 62002

✓ **Address** : Yes
Verified?

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Gregory

✓ **Last Name** : Goldston

✓ **Title:** Owner

✓ **Phone Number** : 7202522214

✓ **Email Address** : glgoldston@icloud.com

✓ **Street Address** : 321 CLEARWATER
R DR

Unit No / Apt No :

✓ **City:** PONTE VEDRA

✓ **State:** Florida

✓ **Zip Code:** 32082

✓ **Address** : Yes
Verified?

✓ **Select** : Individual
Individual
or Entity:

REDACTED COPY

Individual

✓ **Legal First Name** : Joseph

✓ **Legal Last Name**: Delia

Suffix:

✓ **Cannabis Entity Name** : US Canna Misso
uri LLC

✓ **Entity Type** : Limited Liability
Company

✓ **Connection:** Individual
to
Cannabis Entity

✓ **Role in Cannabis Entity** : Equity interest o
wner

✓ **Percentage of ownership in cannabis entity** : 4.75

Cannabis Entity's Physical Address

✓ **Street:** 1033 CORPORAT
E SQUARE DR

✓ **Unit No / Apt No** : STE 116

✓ **City:** SAINT LOUIS

✓ **State:** Missouri

✓ **Zip Code:** 63132

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Joseph

✓ **Last Name** : Delia

✓ **Title:** Chief Operating
Officer

✓ **Phone Number** : 6362624163

✓ **Email Address** : joe.delia@uscan
na.com

✓ **Street Address** : 1033 CORPORAT
E SQUARE DR

✓ **Unit No / Apt No** : STE 116

✓ **City:** SAINT LOUIS

✓ **State:** Missouri

✓ **Zip Code:** 63132

✓ **Address Verified?** : Yes

✓ **Select** : Individual
Individual
or Entity:

Individual

REDACTED COPY

✓ **Legal First Name** : Joseph

✓ **Legal Last Name**: Delia

Suffix:

✓ **Cannabis Entity Name** : Root 66 CD3 LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection:** Individual to Cannabis Entity

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 10.72

Cannabis Entity's Physical Address

✓ **Street:** 1163 WENTZVILLE PKWY

Unit No / Apt No :

✓ **City:** WENTZVILLE

✓ **State:** Missouri

✓ **Zip Code:** 63385

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Joseph

✓ **Last Name** : Delia

✓ **Title:** Chief Operating Officer

✓ **Phone Number** : 6362624163

✓ **Email Address** : joe.delia@uscan-na.com

✓ **Street Address** : 1033 CORPORATE SQUARE DR

✓ **Unit No / Apt No** : STE 116

✓ **City:** SAINT LOUIS

✓ **State:** Missouri

✓ **Zip Code:** 63132

✓ **Address Verified?** : Yes

✓ **Select Individual or Entity:** : Individual

Individual

✓ **Legal First Name** : Mark

✓ **Legal Last Name**: Hartwig

Suffix:

✓ **Cannabis Entity Name** : US Canna Missouri, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection to Cannabis Entity** : Individual

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 0.25

Cannabis Entity's Physical Address

✓ **Street:** 1033 CORPORATE SQUARE DR

✓ **Unit No / Apt No** : STE 116

✓ **City:** SAINT LOUIS

✓ **State:** Missouri

✓ **Zip Code:** 63132

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Joseph

✓ **Last Name** : Delia

✓ **Title:** Chief Operating Officer

✓ **Phone Number** : 6362624163

✓ **Email Address** : joe.delia@uscanna.com

✓ **Street Address** : 1033 CORPORATE SQUARE DR

✓ **Unit No / Apt No** : STE 116

✓ **City:** SAINT LOUIS

✓ **State:** Missouri

✓ **Zip Code:** 63132

✓ **Address Verified?** : Yes

✓ **Select Individual or Entity:** : Individual

Individual

✓ **Legal First Name** : Mark

✓ **Legal Last Name** : Hartwig

Suffix:

✓ **Cannabis Entity Name** : Mission Holdings US, Inc

✓ **Entity Type** : Incorporated or Unincorporated Business

✓ **Connection to Cannabis Entity** : Individual

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 8
REDACTED COPY

Cannabis Entity's Physical Address

✓ **Street:** 1880 S FLATIRO N CT

✓ **Unit No / Apt No** : STE E

✓ **City:** BOULDER

✓ **State:** Colorado

✓ **Zip Code:** 80301

✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Tom

✓ **Last Name** : Fernandez

✓ **Title:** General Manager

✓ **Phone Number** : 7206832222

✓ **Email Address** : trfern@gmail.com

✓ **Street Address** : 1880 S FLATIRO N CT

✓ **Unit No / Apt No** : STE E

✓ **City:** BOULDER

✓ **State:** Colorado

✓ **Zip Code:** 80301

✓ **Address Verified?** : Yes

✓ **Select Individual or Entity:** Individual

Individual

✓ **Legal First Name** : Mark

✓ **Legal Last Name**: Hartwig

Suffix:

✓ **Cannabis Entity Name** : 90Nine Bridge Co Holdings LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection to Cannabis Entity**: Individual

✓ **Role in Cannabis Entity** : Equity interest owner

✓ **Percentage of ownership in cannabis entity** : 8

Cannabis Entity's Physical Address

REDACTED COPY

- ✓ **Street:** 650 FARROLL RD
- ✓ **Unit No / Apt No** : UNIT A-D
- ✓ **City:** GROVER BEACH
- ✓ **State:** California
- ✓ **Zip Code:** 93433
- ✓ **Address Verified?** : Yes

Cannabis Entity's Primary Contact/Responsible Person

- ✓ **First Name** : Zach
- ✓ **Last Name** : Nunes
- ✓ **Title:** Director
- ✓ **Phone Number** : 5599085670
- ✓ **Email Address** : tlihealthllc@gmail.com
- ✓ **Street Address** : 650 FARROLL RD
- ✓ **Unit No / Apt No** : UNIT A-D
- ✓ **City:** GROVER BEACH
- ✓ **State:** California
- ✓ **Zip Code:** 93433
- ✓ **Address Verified?** : Yes

- ✓ **Select Individual or Entity:** Individual

Individual

- ✓ **Legal First Name** : Gregory
- ✓ **Legal Last Name** : Goldston
- Suffix:**
- ✓ **Cannabis Entity Name** : GWGA, LLC
- ✓ **Entity Type** : Limited Liability Company
- ✓ **Connection:** Individual to Cannabis Entity
- ✓ **Role in Cannabis Entity** : Equity interest owner
- ✓ **Percentage of ownership in cannabis entity** : 50

Cannabis Entity's Physical Address

- ✓ **Street:** 1340 W NEVADA HIGHWAY 372
- Unit No / Apt No** :
- ✓ **City:** PAHRUMP
- ✓ **State:** Nevada
- ✓ **Zip Code:** 89048

✓ **Address** : Yes
Verified?

REDACTED COPY

Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Gregory

✓ **Last Name** : Goldston

✓ **Title**: Owner

✓ **Phone Number** : 7202522214

✓ **Email Address** : glgoldston@icloud.com

✓ **Street Address** : 321 CLEARWATER DR

Unit No / Apt No :

✓ **City**: PONTE VEDRA

✓ **State**: Florida

✓ **Zip Code**: 32082

✓ **Address** : Yes
Verified?

Questions and Attestations

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

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

✓ **Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, ever been authorized to participate in the cannabis or medical cannabis industry, licensed (i.e., a "licensee" as defined in Chapter 1 of the AMCC Rules), or provided similar status in any other jurisdiction?** : Yes

✓ **Select One** : Related Cannabis Entity

✓ **Name**: US Canna Missouri LLC

✓ **License Type** : Vertical

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name**: US Canna Mississippi LLC

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Mississippi Department of Revenue

✓ **License Issued Date** : 08/01/2022

✓ **License Expiration Date** : 08/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF IL Infuser LLC
REDACTED COPY

✓ **License Type** : Infuser

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 11/01/2021

✓ **License Expiration Date** : 11/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Root 66 CD3 LLC

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Mission Holdings US, Inc.

✓ **License Type** : Retail and Manufacturing

✓ **Licensing Board or Commission** : Colorado Department of Revenue

✓ **License Issued Date** : 01/03/2012

✓ **License Expiration Date** : 01/03/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** 90Nine Bridge Co Holdings LLC

✓ **License Type** : Solvent Extraction and Medicinal Distributor

✓ **Licensing Board or Commission** : California Department of Cannabis Control

✓ **License Issued Date** : 05/29/2019

✓ **License Expiration Date** : 05/29/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GWGA LLC

✓ **License Type** : Cultivation

✓ **Licensing Board or Commission** : Nevada Cannabis Compliance Board

✓ **License Issued Date** : 09/01/2013

✓ **License Expiration Date** : 09/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Wellness St Peters (US Cannabis Missouri LLC)

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Extraction Lab LLC (US Cannabis Missouri LLC)

✓ **License Type** : Manufacturing

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020
REDACTED COPY

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Biomass (US Canna Missouri)

✓ **License Type** : Cultivation

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Wellness Fenton LLC (US Canna Missouri LLC)

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Wellness S Gr and LLC (US Canna Missouri LLC)

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Wellness Franz Park LLC (US Canna Missouri LLC)

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Extraction Lab LLC (US Canna Missouri LLC)

✓ **License Type** : Manufacturing

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Infused Products LLC (US Canna Missouri LLC)

✓ **License Type** : Manufacturing

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020
REDACTED COPY

✓ **License Expiration Date** : 02/01/2023

✓ **Select One** : Related Cannabis Entity

✓ **Name:** GF Cultivation LLC (US Cannabis Missouri LLC)

✓ **License Type** : Cultivation

✓ **Licensing Board or Commission** : Missouri Department of Health and Senior Services

✓ **License Issued Date** : 02/01/2020

✓ **License Expiration Date** : 02/01/2023

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

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

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

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

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

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

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

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

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

- ✓ Commencement: 35 of Operation ✓ Year One: 60 ✓ Year Two: 85
- ✓ Year Three: 120 ✓ Year Four: 145 ✓ Year Five: 170

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

- ✓ Does the applicant verify that each of its proposed dispensing sites is at least 1000 feet from any school, daycare, or childcare facility? : Yes

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

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

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

- ✓ Signature: Ellis V. Ollinger, III ✓ Signature Date: 12/30/2022

Documents

- ✓ Resume or Curriculum Vitae of Individuals with Ownership Interest: Exhibit 1.pdf (./api/documents/GisW3ShIZ/download)

✓ **Residency of Owners:**

Exhibit 2_Reduced File.pdf (./api/documents/ZOBb7eXkD/dow...
REDACTED COPY

✓ **Commercial Horticulture or Agronomic Production Experience of Owners:**

Exhibit 3_Reduced.pdf (./api/documents/5-_7J60_b/download)

✓ **Criminal Background Check:**

Exhibit 4.pdf (./api/documents/ZZYOMXosk/download)

✓ **Minimum Performance Bond Requirement:**

Exhibit 5.pdf (./api/documents/SvZTcPEIS/download)

✓ **Minimum Liquid Assets Requirement:**

Exhibit 6_Reduced.pdf (./api/documents/rQRzIWMzy/download)

✓ **Demonstration of Sufficient Capital:**

Exhibit 7.pdf (./api/documents/SKXNUcZyu/download)

✓ **Minimum Operating Capital Requirement:**

Exhibit 8.pdf (./api/documents/pVhfJn9pE/download)

✓ **Financial Statements:**

Exhibit 9.pdf (./api/documents/at6B3zAP7/download)

✓ **Tax Plan:**

Exhibit 10.pdf (./api/documents/r4rTDy4XI/download)

✓ **Business Formation Documents:**

Exhibit 11_Reduced Again.pdf (./api/documents/OROjjsnsu/do...

✓ **Business License and Authorization of Local Jurisdictions:** Exhibit 12.pdf (./api/documents/ALO49GkAx/download)

✓ **Business Plan:**

Exhibit 13.pdf (./api/documents/g3UQuvzXQ/download)

✓ **Evidence of Business Relationship with other Licensees and Prospective Licensees:**

Exhibit 14.pdf (./api/documents/Azxvk3HEp/download)

✓ **Coordination of Information from Registered Certifying Physicians:**

Exhibit 15.pdf (./api/documents/qW78PcUk5/download)

✓ **Point-of-Sale Responsibilities:**

Exhibit 16.pdf (./api/documents/-jJMqdn8s/download)

✓ **Confidentiality of Patient Information:**

Exhibit 17.pdf (./api/documents/g9tt8qLQK/download)

✓ **Money Handling and Taxes:**

Exhibit 18.pdf (./api/documents/kJ93cCAuS/download)

✓ **Standard Operating Plan and Procedures:**

Exhibit 19.pdf (./api/documents/Fkrxu7_pf/download)

✓ **Policies and Procedures Manual:**

Exhibit 20.pdf (./api/documents/mb3RdAMd3/download)

✓ Production and Manufacturing Process:	Exhibit 21.pdf (./api/documents/DLAU1HutY/download)
✓ Machinery and Equipment:	Exhibit 22_File Size.pdf (./api/documents/3T0zFZJe8/downloa...
✓ Receiving and Shipping Plan:	Exhibit 23.pdf (./api/documents/rSLSzrFXj/download)
✓ Secure Transport Vehicles:	Exhibit 24.pdf (./api/documents/ZGToC9C8e/download)
✓ Compliance with Alabama Public Service Commission Requirements:	Exhibit 25.pdf (./api/documents/e-6ZwJM7_/download)
✓ Commercial Drivers' License:	Exhibit 26_Reduced.pdf (./api/documents/6lhkn_Kve/download)
✓ Fleet Summary:	Exhibit 27.pdf (./api/documents/W2AfF-wDW/download)
✓ Care and Maintenance of Vehicles:	Exhibit 28.pdf (./api/documents/vcF3FArk7/download)
✓ Route Plans:	Exhibit 29.pdf (./api/documents/aPePvc6A6/download)
✓ Plan for Segregation of Processes Within and Transportation Between Facilities:	Exhibit 30.pdf (./api/documents/0JQJP8QEB/download)
✓ Facilities:	Exhibit 31.pdf (./api/documents/jaAQeELzq/download)
✓ Engineering Plans and Specifications:	Exhibit 32.pdf (./api/documents/B5iDj00oj/download)
✓ Security Plan:	Exhibit 33.pdf (./api/documents/akLGxFCeB/download)
✓ Personnel:	Exhibit 34.pdf (./api/documents/CgMmk_Tgl/download)
✓ Business Leadership Credentials:	Exhibit 35.pdf (./api/documents/KjK8QSZVG/download)
✓ Employee Handbook:	Exhibit 36.pdf (./api/documents/APJlzGzvp/download)
✓ Secure Transport Drivers:	Exhibit 37.pdf (./api/documents/XEYXonbnB/download)
✓ Drivers' Manual:	Exhibit 38.pdf (./api/documents/0HITQrCZe/download)
✓ Quality Control and Quality Assurance Plan:	Exhibit 39.pdf (./api/documents/r1zP_qzji/download)

✓ **Contamination and Recall Plan:**

Exhibit 40.pdf (./api/documents/HhXXni8Ty/download)
REDACTED COPY

✓ **Marketing and Advertising Plan:**

Exhibit 41.pdf (./api/documents/_SMQxdzcf/download)

✓ **Website and Social Media:**

Exhibit 42.pdf (./api/documents/dORvmbxL_/download)

✓ **Ownership Entity Individuals (if applicable):**

Form I.pdf (./api/documents/hst23AhFh/download)

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

Minimum Levels of Insurance.pdf (./api/documents/x4oVThI5n...)

✓ **Affidavit - Entity Applicant:**

Form K.pdf (./api/documents/cG54t8pYT/download)

Payments

✓ **Payment Options:** Credit Card

Exhibit 1 - Resume or Curriculum Vitae

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.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

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

The resume or curriculum vitae of each individual with an ownership interest in the Applicant, showing, at a minimum, all institutions of higher education attended, including the date, location and type of any degree received; all residential addresses in the last 15 years; and the name, business address and telephone number of all employers in the last 15 years, including a contact person at each. Use Form A: Ownership Resume/Curriculum Vitae.

Flowerwood Medical Cannabis, LLC is the license applicant applying for an Integrated Facility license. For convenience, please find below a table indicating the name, position, and ownership interest of each individual with an ownership interest in Flowerwood Medical Cannabis, LLC. A duly completed Form A is attached for each of the individuals listed below.

Flowerwood Medical Cannabis, LLC

Individual Owner	Position	Ownership Interest
Gregory L. Smith, Jr.	Board of Managers	33.12%
Ellis V. Ollinger, III	President/Board of Managers	16.56%
Kevin C. Northrop	Treasurer/Board of Managers	16.56%
Leah P. Ladd	Secretary/Board of Managers	16.56%
Christina Woerner McInnis	Board of Managers	9.2%
Gregory L. Goldston	Director of Retail	2%
Mark Hartwig	Director of Processing	2%
John W. Curtis	Director of Cultivation	2%
Joseph E. Delia	Director of Security	2%
		Total: 100%

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Gregory L. Smith, Jr.

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

33.12%

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.

111 Volanta Avenue

Residential Street Address

Fairhope

City

09/2002

Date Resided From (MM/YYYY)

Alabama

State

36532

Zip

present

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Education

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

<u>University of Houston</u>	<u>Houston</u>	<u>TX</u>
Institution	City	State
<u>09/1970</u>	<u>12/1971</u>	
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>Springhill College</u>	<u>Mobile</u>	<u>AL</u>
Institution	City	State
<u>6/1971</u>	<u>8/1971</u>	
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>Louisiana State University</u>	<u>Baton Rouge</u>	<u>LA</u>
Institution	City	State
<u>01/1972</u>	<u>12/1974</u>	<u>B.S. Agricultural Business</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>Flowerwood Nursery, Inc.</u>	<u>Ellis V. Ollinger, III</u>	<u>(251)964-5122</u>
Employer	Contact Person	Telephone
<u>15315 Kelly Road</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36532</u>
City	State	Zip
<u>06/1970</u>	<u>present</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Flowerwood Management, Inc.</u>	<u>Ellis V. Ollinger, III</u>	<u>(251) 964-5122</u>
Employer	Contact Person	Telephone
<u>15315 Kelly Road</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>09/1996</u>	<u>present</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Plant Development Services, Inc.</u>	<u>Kevin C. Northrop</u>	<u>(251) 964-6778</u>
Employer	Contact Person	Telephone
<u>17325 County Road 68</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>09/1996</u>	<u>present</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Retail Garden Management, Inc.</u>	<u>Ellis V. Ollinger, III</u>	<u>(251) 964-5122</u>
Employer	Contact Person	Telephone
<u>15315 Kelly Road</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>02/2016</u>	<u>present</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Galleon Cultivation Sciences, Inc.</u>	<u>Ellis V. Ollinger, III</u>	<u>(251) 964-5122</u>
Employer	Contact Person	Telephone
<u>15315 Kelly Road</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>10/2019</u>	<u>present</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)
------------------------------	----------------------------

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

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Ellis V. Ollinger, III

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

16.56%

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.

110 Volanta Avenue

Residential Street Address

Fairhope

City

04/1998

Date Resided From (MM/YYYY)

Alabama

State

36532

Zip

present

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

<u>Plant Development Services, Inc.</u>	<u>Kevin C. Northrop</u>	<u>(251) 964-6778</u>
Employer	Contact Person	Telephone
<u>17325 County Road 68</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>09/1996</u>	<u>present</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Flowerwood Management, Inc.</u>	<u>Ellis V. Ollinger, III</u>	<u>(251) 964-5122</u>
Employer	Contact Person	Telephone
<u>15315 Kelly Road</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>09/1996</u>	<u>present</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Loxley Logistics,L.L.C.</u>	<u>Ellis V. Ollinger, III</u>	<u>(251) 964-5122</u>
Employer	Contact Person	Telephone
<u>15315 Kelly Road</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>09/2012</u>	<u>present</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>Galleon Cultivation Sciences, Inc.</u>	<u>Ellis V. Ollinger, III</u>	<u>(251) 964-5122</u>
Employer	Contact Person	Telephone
<u>15315 Kelly Road</u>		
Business Address		
<u>Loxley</u>	<u>Alabama</u>	<u>36551</u>
City	State	Zip
<u>10/2019</u>	<u>present</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)
------------------------------	----------------------------

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

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Kevin C. Northrop

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

16.56%

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.

304 Volanta Ave

Residential Street Address

Fairhope

City

07/2016

Date Resided From (MM/YYYY)

Alabama

State

36532

Zip

Current

Date Resided To (MM/YYYY)

27563 Red Eagle Dr

Residential Street Address

Daphne

City

03/2015

Date Resided From (MM/YYYY)

Alabama

State

36526

Zip

07/2016

Date Resided To (MM/YYYY).

9427 Wind Clan Trail

Residential Street Address

Daphne

City

05/2007

Date Resided From (MM/YYYY)

Alabama

State

36526

Zip

03/2015

Date Resided To (MM/YYYY)

15 Benedict Place

Residential Street Address

Mobile

City

07/2000

Date Resided From (MM/YYYY)

Alabama

State

36606

Zip

05/2007

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Flowerwood Nursery, Inc

Employer

Ellis V. Ollinger, III

Contact Person

(251) 964-5122

Telephone

15315 Kelly Road

Business Address

Loxley

City

Alabama

State

36551

Zip

08/2014

Date Employed From (MM/YYYY)

present

Date Employed To (MM/YYYY)

Galleon Cultivation Sciences, Inc

Employer

Ellis V. Ollinger, III

Contact Person

(251) 964-5122

Telephone

15315 Kelly Road

Business Address

Loxley

City

Alabama

State

36551

Zip

10/2019

Date Employed From (MM/YYYY)

present

Date Employed To (MM/YYYY)

Optera Creative

Employer

Corrina S. Murrary

Contact Person

251-583-6774

Telephone

5 North Jackson Street

Business Address

Mobile

City

Alabama

State

36602

Zip

10/2012

Date Employed From (MM/YYYY)

08/2014

Date Employed To (MM/YYYY)

Mobile Press-Register

Employer

Contact Person

Telephone

401 North Water Street

Business Address

Mobile

City

Alabama

State

36602

Zip

08/1999

Date Employed From (MM/YYYY)

09/2012

Date Employed To (MM/YYYY)

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Leah P. Ladd

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

16.56%

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.

135 Easton Circle

Residential Street Address

Fairhope

City

08/2001

Date Resided From (MM/YYYY)

Alabama

State

36532

Zip

present

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Flowerwood Nursery, Inc.

Employer

Ellis V. Ollinger, III

Contact Person

(251) 964-5122

Telephone

15315 Kelly Road

Business Address

Loxley

City

Alabama

State

36551

Zip

09/2017

Date Employed From (MM/YYYY)

present

Date Employed To (MM/YYYY)

Galleon Cultivation Sciences, Inc.

Employer

Ellis V. Ollinger, III

Contact Person

251964-5122

Telephone

15315 Kelly Road

Business Address

Loxley

City

Alabama

State

36551

Zip

10/2019

Date Employed From (MM/YYYY)

present

Date Employed To (MM/YYYY)

McDowell Knight Roedder & Sledge, LLC

Employer

Stephen Harvey

Contact Person

(251) 432-5300

Telephone

Battle House Tower, 13th Floor, 11 North Water Street

Business Address

Mobile

City

Alabama

State

36602

Zip

04/2012

Date Employed From (MM/YYYY)

08/2017

Date Employed To (MM/YYYY)

Armbrecht Jackson LLP

Employer

Duane A. Graham

Contact Person

Telephone

RSA Tower 27th Floor, 11 North Water Street

Business Address

Mobile

City

Alabama

State

36602

Zip

02/2001

Date Employed From (MM/YYYY)

03/2012

Date Employed To (MM/YYYY)

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

Christina Woerner McInnis

License Type

9.2%

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.

5606 East Oakridge Drive

Residential Street Address

Orange Beach

AL

36561

City

04/2016

State

current

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

4875 Burkart Drive

Residential Street Address

Orange Beach

AL

36561

City

04/2007

State

04/2016

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

18789 Chelsi Lane

Residential Street Address

Gulf Shores

AL

36542

City

04/2006

State

04/2007

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Education

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

Auburn University	Auburn	AL
Institution	City	State
08/1998	05/2002	B.S. Business
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.

AgriTech Corp.	Hannah Dreaden	251-923-0971
Employer	Contact Person	Telephone
110 East Azalea Avenue		
Business Address		
Foley	AL	36535
City	State	Zip
01/01/2020	current	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

Woerner Family Co / Woerner Farms

Donna Gates

Employer
110 East Azalea Avenue

Contact Person

Telephone

Business Address

Foley

AL

36353

City

04/2006

State

12/31/2019

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Gregory L. Goldston

2%

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.

351 Clearwater Drive

Residential Street Address

Ponte Vedra Beach

FL

32082

City

04/2020

State

Present

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

3423 W Torreys Peak Drive

Residential Street Address

Superior

CO

80027

City

01/2014

State

04/2020

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY).

13903 E 106th Drive

Residential Street Address

Commerce City

CO

80022

City

08/2009

State

01/2014

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

11237 Via Andiamo Drive

Residential Street Address

Windermere

FL

34786

City

09/2006

State

08/2009

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

NA

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

NA

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

NA

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

NA

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

NA

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.

University of Cincinnati	Cincinnati	OH
_____	_____	_____
Institution	City	State
08/1999	05/2023	BBA
_____	_____	_____
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

NA

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

NA

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

NA

_____	_____	_____
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.

Cannabis company investor	Self	720-252-2214
_____	_____	_____
Employer	Contact Person	Telephone
830 A1A North Unit 13618		
_____	_____	_____
Business Address	FL	32082
Ponte Vedra Beach	_____	_____
_____	_____	_____
City	State	Zip
01/2017	Present	
_____	_____	_____
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

Options Medical Center LLC	Self	720-252-2214
Employer 300 Center Drive G247	Contact Person	Telephone
Business Address Superior	CO	80027
City 08/2009	State 01/2017	Zip
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	
Fogarty Group LLC (RE Investor)	Self	720-252-2214
Employer 11237 Via Andiamo Drive	Contact Person	Telephone
Business Address Winderemere	FL	34786
City 09/2006	State 08/2009	Zip
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	
NA		
Employer	Contact Person	Telephone
Business Address		
City	State	Zip
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	
NA		
Employer	Contact Person	Telephone
Business Address		
City	State	Zip
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

NA

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

NA

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

NA

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

NA

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

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Mark Hartwig

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

2%

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.

1470 Chestnut Pl

Residential Street Address

Boulder

City

06/2008

Date Resided From (MM/YYYY)

CO

State

12/2022

Date Resided To (MM/YYYY)

80304

Zip

3380 Longwood Ave.

Residential Street Address

Boulder

City

12/2006

Date Resided From (MM/YYYY)

CO

State

06/2008

Date Resided To (MM/YYYY).

80305

Zip

Residential Street Address

City

Date Resided From (MM/YYYY)

State

Date Resided To (MM/YYYY)

Zip

Residential Street Address

City

Date Resided From (MM/YYYY)

State

Date Resided To (MM/YYYY)

Zip

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Crosstown Holdings, LLC. DBA NFuzed

Thomas Buswell

970-518-0514

Employer

Contact Person

Telephone

1880 S Flatiron Ct. Unit E

Business Address

Boulder

CO

80301

City

State

Zip

01/2019

07/2022

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

90Nine Bridge CO Holdings LLC. DBA NFuzed

Zachary Nunes

559-908-5670

Employer

Contact Person

Telephone

650 Farroll Rd. Unit A

Business Address

Grover Beach

CA

93433

City

State

Zip

01/2019

06/2022

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Crosstown California Holdings, LLC. DBA NFuzed

Zachary Nunes

559-908-5670

Employer

Contact Person

Telephone

650 Farroll Rd. Unit A

Business Address

Grover Beach

CA

93433

City

State

Zip

01/2019

06/2022

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

His Way Herbs, LLC. DBA Boulder Pharma

Tom Fernandez

720-683-2222

Employer

Contact Person

Telephone

5575 Arapahoe Ave. Unit A-B

Business Address

Boulder

CO

80303

City

State

Zip

08/2012

09/2016

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

John W. Curtis

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

2%

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.

34 Lemp Road

Residential Street Address

St. Louis

City

06/2015

Date Resided From (MM/YYYY)

MO

State

63122

Zip

present

Date Resided To (MM/YYYY)

4391 Butler Circle

Residential Street Address

Boulder

City

10/2009

Date Resided From (MM/YYYY)

CO

State

80305

Zip

06/2015

Date Resided To (MM/YYYY).

1809 Arminda Avenue

Residential Street Address

St. Louis

City

08/2008

Date Resided From (MM/YYYY)

MO

State

63122

Zip

09/2009

Date Resided To (MM/YYYY)

10151 Cold Spring Drive

Residential Street Address

Richwoods

City

09/2006

Date Resided From (MM/YYYY)

MO

State

63071

Zip

08/2008

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Education

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

<u>Broadcast Center</u>	<u>St. Louis</u>	<u>MO</u>
Institution	City	State
<u>09/1995</u>	<u>05/1997</u>	<u>Yes</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>St. Louis Community College Forest Park</u>	<u>St. Louis</u>	<u>MO</u>
Institution	City	State
<u>08/1994</u>	<u>05/1995</u>	<u>No</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>Illinois College</u>	<u>Jacksonville</u>	<u>IL</u>
Institution	City	State
<u>08/1991</u>	<u>05/1992</u>	<u>No</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>St. Louis Hydroponic Company</u>	<u>Corey Christanell</u>	<u>(314) 393-9286</u>
Employer	Contact Person	Telephone
<u>1225 North Warson Road</u>		
Business Address		
<u>St. Louis</u>	<u>MO</u>	<u>63132</u>
City	State	Zip
<u>08/2019</u>	<u>11/2022</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

The BeLeaf Company

Tom Muzzey

(314) 209-0859

Employer

Contact Person

Telephone

13378 Lakefront Drive

Business Address

St. Louis

MO

63045

City

State

Zip

06/2015

12/2020

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Urba at MMD of Colorado

Chris Lindley

(303) 435-5120

Employer

Contact Person

Telephone

2609 Walnut Street

Business Address

Denver

CO

80205

City

State

Zip

03/2010

06/2015

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Imports Ltd.

David Cornelius

(314) 800-6424

Employer

Contact Person

Telephone

3700 Chippewa Street

Business Address

St. Louis

MO

63116

City

State

Zip

04/2007

07/2009

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Joseph E. Delia

Individual with Ownership Interest in Applicant

Integrated Facility

License Type

2%

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.

755 Stoney Creek Ln.

Residential Street Address

Ballwin

City

07/2004

Date Resided From (MM/YYYY)

MO

State

Present

Date Resided To (MM/YYYY)

63021

Zip

N/A

Residential Street Address

City

Date Resided From (MM/YYYY)

State

Date Resided To (MM/YYYY).

Zip

Residential Street Address

City

Date Resided From (MM/YYYY)

State

Date Resided To (MM/YYYY)

Zip

Residential Street Address

City

Date Resided From (MM/YYYY)

State

Date Resided To (MM/YYYY)

Zip

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Education

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

University of Missouri Institution	St. Louis City	MO State
09/2009 Date Attended From (MM/YYYY)	05/2015 Date Attended To (MM/YYYY)	Masters - Public Policy Degree Received

University of Missouri Institution	St. Louis City	MO State
09/1985 Date Attended From (MM/YYYY)	08/1988 Date Attended To (MM/YYYY)	Bachelors - Criminal Justice Degree Received

St. Louis Community College Institution	St. Louis City	MO State
09/1982 Date Attended From (MM/YYYY)	05/1984 Date Attended To (MM/YYYY)	N/A 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.

US Canna Capital and Management Employer	Dawn Volmert Contact Person	(314) 200-5081 Telephone
1033 Corporate Square Dr. #116 Business Address		
Creve Coeur City	MO State	63132 Zip
04/2020 Date Employed From (MM/YYYY)	Present Date Employed To (MM/YYYY)	

Garda/Whelan Security

Grant Thompson

(314) 644-3227

Employer

Contact Person

Telephone

1699 S. Hanley Road

Business Address

Brentwood

MO

63144

City

State

Zip

03/2017

04/2020

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

City of Maryland Heights

Jamie White

(314) 298-8700

Employer

Contact Person

Telephone

11911 Dorsett Road

Business Address

Maryland Heights

MO

63043

City

State

Zip

4/1989

12/2016

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer

Contact Person

Telephone

Business Address

City

State

Zip

Date Employed From (MM/YYYY)

Date Employed To (MM/YYYY)

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Employer	Contact Person	Telephone
----------	----------------	-----------

Business Address

City	State	Zip
------	-------	-----

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

Exhibit 2 – Residency of Owners

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 2 – Residency of Owners

Records indicating that a majority of ownership of the Applicant is attributable to an individual or individuals with proof of residence in Alabama for a continuous period of no less than 15 years preceding the date of application.

Flowerwood Medical Cannabis, LLC is the license applicant applying for an Integrated Facility license. Flowerwood Medical Cannabis, LLC is **92% owned by individuals with proof of residence in Alabama** for a continuous period of no less than 15 years preceding the date of application. The names of those individuals, their ownership interest in Flowerwood Medical Cannabis, LLC, and the documents proving their Alabama resident status is listed in the table below and also described in more detail in the summary that follows.

Flowerwood Medical Cannabis, LLC – Residency Documents Summary Table

Individual Owner	Ownership	Documents Attached
Gregory L. Smith, Jr.	33.12%	-Alabama issued Driver’s License -Alabama Voter Registrant Information Card -Baldwin County Property Tax Records from 2006 to 2022 -US Tax Form 1040 from 2006 to 2021
Ellis V. Ollinger, III	16.56%	-Alabama issued Driver’s License -Baldwin County Property Tax Records from 2006 to 2022 showing Homestead Exemption
Kevin C. Northrop	16.56%	-Mobile Property Tax Records from 2002 to 2007 -Baldwin County Property Tax Records from 2008 to 2022
Leah P. Ladd	16.56%	-Alabama issued Driver’s License -Alabama Voter Registrant Information Card -Baldwin County Property Tax Records from 2006 to 2011; 2021-2022 showing Homestead Exemption -Baldwin County Property Tax Records from 2012 to 2020 -US Tax Form 1040 from 2012 to 2021
Christina Woerner McInnis	9.2%	-Alabama issued Driver’s License -Alabama Voter Registrant Information Card -US Tax Form 1040 from 2007 to 2021
TOTAL:	92%	

Summary of Documents by Individual

Gregory L. Smith, Jr.:

Mr. Smith was born in Alabama on [REDACTED] and has lived his entire life in Alabama. He has attached as proof of residence his Alabama Driver's License (#2968003) issued on 09-26-2022. He has also attached his Alabama Voter Registrant Information Card (#050001338) indicating that he first registered to vote in Alabama on 12/14/1981 and that his voter registration remains in Active Status. Mr. Smith has also attached Baldwin County property tax records for each tax year from 2006 through 2023 showing Mr. Smith as the legal owner of the residential property located at 111 Volanta Avenue, Fairhope, AL 36532. This is Mr. Smith's primary residence, and these property tax records indicate a homestead exemption (Exempt Code H4) for the years 2020 through 2023. Finally, Mr. Smith has also attached his U.S. Tax Form 1040 for 2006 through 2021. These records indicate that during this entire period Mr. Smith listed as his home address on his federal income tax returns the following address: P.O. Box 7, Loxley, AL 36551. Please note that this same home address also appears on Mr. Smith's attached property tax records from Baldwin County. Mr. Smith has resided at 111 Volanta Avenue from 2006 through the present and he only used the above-referenced P.O. Box address for legal mail. His attached Driver's License indicates 111 Volanta Avenue as his current home address.

Ellis V. Ollinger, III:

Mr. Ollinger was born in Alabama on [REDACTED] and has lived his entire life in Alabama. He has attached as proof of residence his Alabama Driver's License (#5302007) issued on 01-14-2021. He has also attached Baldwin County property tax records for each tax year from 2006 through 2023 showing Mr. Ollinger as the legal owner of the residential property located at 110 Volanta Avenue, Fairhope, AL 36532. This is Mr. Ollinger's primary residence and these property records indicate a homestead exemption (Exempt Code H1) for the entire period from 2006 through 2023.

Kevin C. Northrop:

Mr. Northrop has lived in Alabama since 1999. He has attached as proof of residence his Alabama Driver's License (#7229081) issued on 08-19-2020. He has also attached Baldwin County property tax records for each tax year from 2008 through 2023 showing Mr. Northrop as the legal owner of the residential property located at 9427 Wind Clan

Trail, Daphne, AL 36526 from 2008 through 2015 and of the residential property located at 304 Volanta Avenue, Fairhope, AL 36532 from 2016 through 2023. These were/are Mr. Northrop's primary residence during the relevant time periods, and these records indicate a homestead exemption (Exempt Code H1) for the entire period from 2008 through 2023. Mr. Northrop has also attached a property record using the Mobile, Alabama Citizen Access Portal that indicates that he was the legal owner of the residential property located at 15 Benedict Place, Mobile, AL 36606 from 2002 to 2007. This was Mr. Northrop's primary residence during that period.

Leah P. Ladd:

Ms. Ladd was born in Alabama on [REDACTED] and has lived her entire life in Alabama. She has attached as proof of residence her Alabama Driver's License (#5443343) issued on 06-23-2022. She has also attached her Alabama Voter Registrant Information Card (#050075684) indicating that she first registered to vote in Baldwin County, Alabama on 05/24/2002 and that her voter registration remains in Active Status. Ms. Ladd has also attached Baldwin County property tax records for each tax year from 2006 through 2023 showing Ms. Ladd, along with her husband Ernest F. Ladd, IV, as the legal owner of the residential property located at 135 Easton Circle, Fairhope, AL 36532. This is Ms. Ladd's primary residence, and these property tax records indicate a homestead exemption (Exempt Code H1) for the years 2006 through 2011, and 2021 to 2023. Finally, Ms. Ladd has also attached her U.S. Tax Form 1040 for 2012 through 2021. These records indicate that during this entire period Ms. Ladd listed 135 Easton Circle as her home address on her federal income tax returns.

Christina Woerner McInnis:

Ms. Woerner McInnis was born in Alabama on [REDACTED] and has lived her entire life in Alabama. She has attached as proof of residence her Alabama Driver's License (#6533798) issued on 05-05-2020. She has also attached her Alabama Voter Registrant Information Card (#03102572) indicating that she first registered to vote in Alabama on 07/24/2007 and that her voter registration remains in Active Status. Ms. Woerner McInnis has also attached her U.S. Tax Form 1040 for tax years 2007 through 2021. These records indicate that during this period Ms. Woerner McInnis listed 4875 Burkart Drive, Orange Beach AL 36561 (2007-2015); 5606 E. Oak Ridge Drive, Orange Beach, AL 36561 (2016),

and P.O. Box 730, Summerdale, AL 36580 (2017-2021) as her home address on her federal income tax returns. Ms. Woerner McInnis has resided at 5606 E. Oak Ridge Drive from 2016 through the present and only used the above-referenced P.O. Box address for legal mail. Her attached Driver’s License indicates 5606 E. Oak Ridge Drive as her current home address.

Attachment Documents Table of Contents

Gregory L. Smith, Jr. Documents.....5

Ellis V. Ollinger, III. Documents.....85

Kevin Northrop Documents.....125

Leah P. Ladd Documents.....166

Christina Woerner McInnis.....206

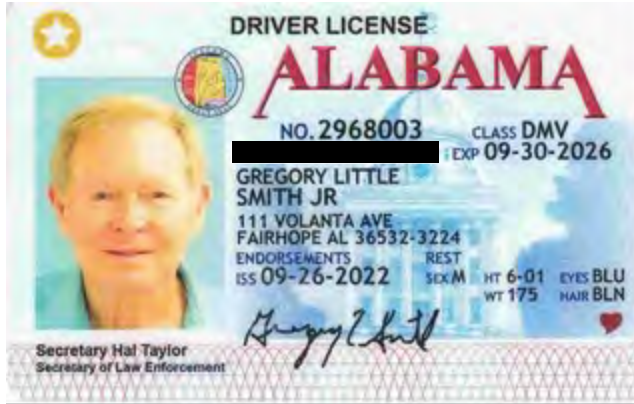
Gregory L. Smith, Jr.

Document Attachments

Attachment Table of Contents

*Attachment page numbers are in the top right corner of each attachment.
Attachment page numbers are nested within Exhibit page numbers.*

Alabama issued Driver's License.....	1
Alabama Voter Registrant Information Card.....	2
Baldwin County Property Tax Records from 2006 to 2022.....	3-45
US Tax Form 1040 from 2006 to 2021.....	46-79



DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft



Registrant Information Card

REDACTED COPY

License Type: Integrated Facility

Registrant # 050001338

Status ACTIVE

Status Reason ACTIVE REGISTRANT

Registration Date 12/14/1981

How Reg ELECTRONIC

SMITH, GREGORY LITTLE, JR

MAILING ADDRESS

111 VOLANTA AVE
FAIRHOPE, AL 36532-3224

Precinct DIST/PRECPART 0042.005

Birth Date 09/29/1952

Party PARTY NOT DESIGNATED

Gender MALE

Race WHITE

Reg Source ALEA - ELECTRONIC - IN PERSON

Voter Needs Assistance

1

2

NVRA UPDATE

MOVED TO

ORIGINAL NAME

FED. CERT NO. 0500062715

DHR

MEDICAID

OPTIONAL FIELD 9

Signature of Voter

Registrant Receipt

Registrant # 050001338

Status ACTIVE

Status Reason ACTIVE REGISTRANT

Registration Date 12/14/1981

How Reg ELECTRONIC

SMITH, GREGORY LITTLE, JR

MAILING ADDRESS

111 VOLANTA AVE
FAIRHOPE, AL 36532-3224

Precinct DIST/PRECPART 0042.005

Birth Date [REDACTED]

Party PARTY NOT DESIGNATED

Gender MALE

Race WHITE

Reg Source ALEA - ELECTRONIC - IN PERSON

Voter Needs Assistance

1

2

NVRA UPDATE

MOVED TO

ORIGINAL NAME

FED. CERT NO. 0500062715

DHR

MEDICAID

OPTIONAL FIELD 9

Page 7 of 260

Signature of Voter



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2006

You are currently viewing a record for the 2006 tax year which began October 1, 2005 and ended September 30, 2006

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2006

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2006	REAL	\$ 3,014.30	\$ 3,014.30	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$70,100

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



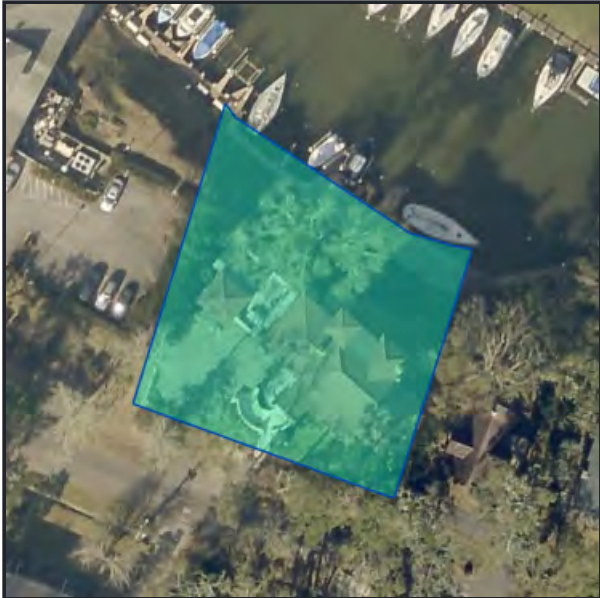
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2007

You are currently viewing a record for the 2007 tax year which began October 1, 2006 and ended September 30, 2007

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2007

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2007	REAL	\$ 3,880.32	\$ 3,880.32	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$90,240

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



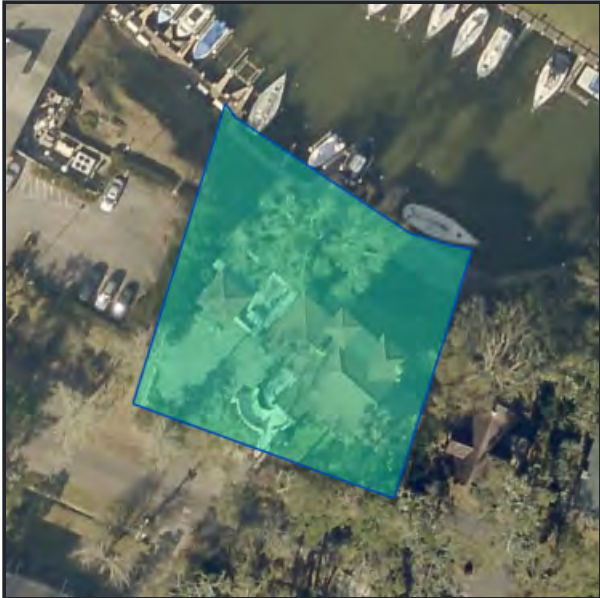
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2008

You are currently viewing a record for the 2008 tax year which began October 1, 2007 and ended September 30, 2008

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2008

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2008	REAL	\$ 2,701.26	\$ 2,701.26	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$62,820

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2009

You are currently viewing a record for the 2009 tax year which began October 1, 2008 and ended September 30, 2009

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2009

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2009	REAL	\$ 2,763.18	\$ 2,763.18	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$64,260

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2010

You are currently viewing a record for the 2010 tax year which began October 1, 2009 and ended September 30, 2010

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2010

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2010	REAL	\$ 2,613.54	\$ 2,613.54	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$60,780

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



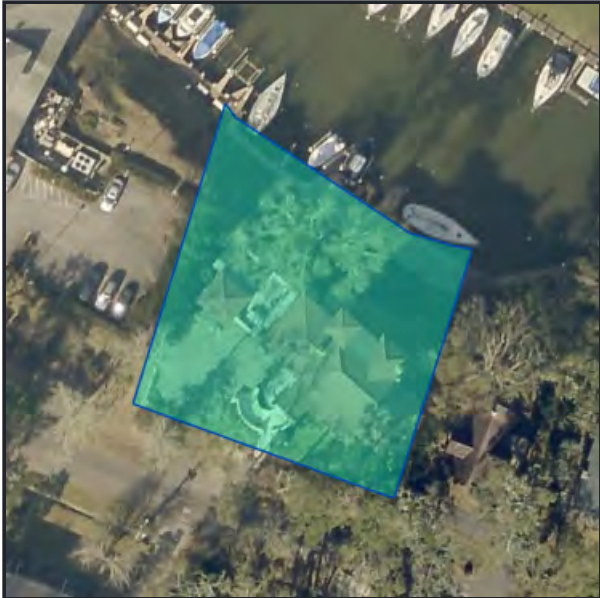
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2011

You are currently viewing a record for the 2011 tax year which began October 1, 2010 and ended September 30, 2011

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2011

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2011	REAL	\$ 2,701.26	\$ 2,701.26	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$62,820

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



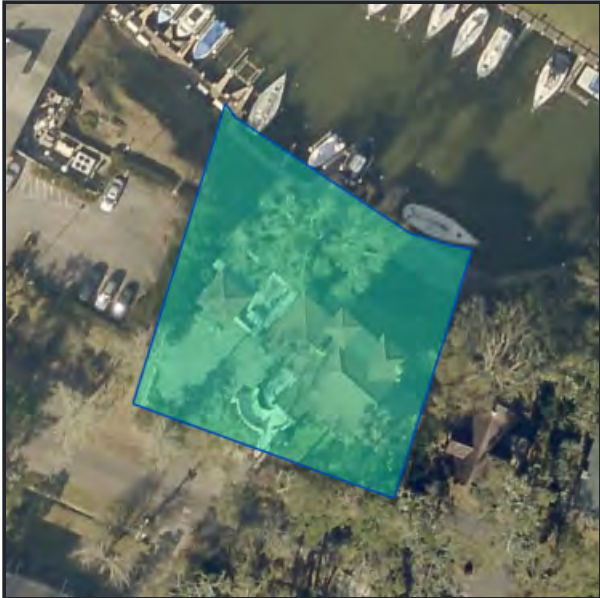
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2012

You are currently viewing a record for the 2012 tax year which began October 1, 2011 and ended September 30, 2012

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2012

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2012	REAL	\$ 2,295.34	\$ 2,295.34	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$53,380

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



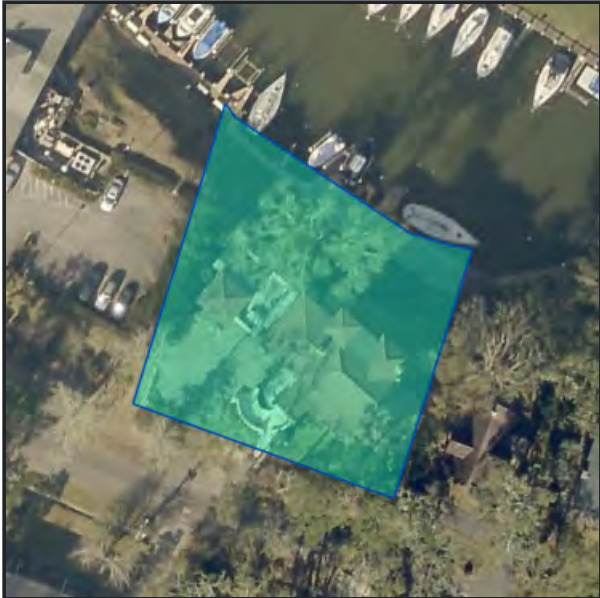
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2013

You are currently viewing a record for the 2013 tax year which began October 1, 2012 and ended September 30, 2013

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2013

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2013	REAL	\$ 3,011.72	\$ 3,011.72	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$70,040

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2014

You are currently viewing a record for the 2014 tax year which began October 1, 2013 and ended September 30, 2014

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2014

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2014	REAL	\$ 4,384.28	\$ 4,384.28	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$101,960

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



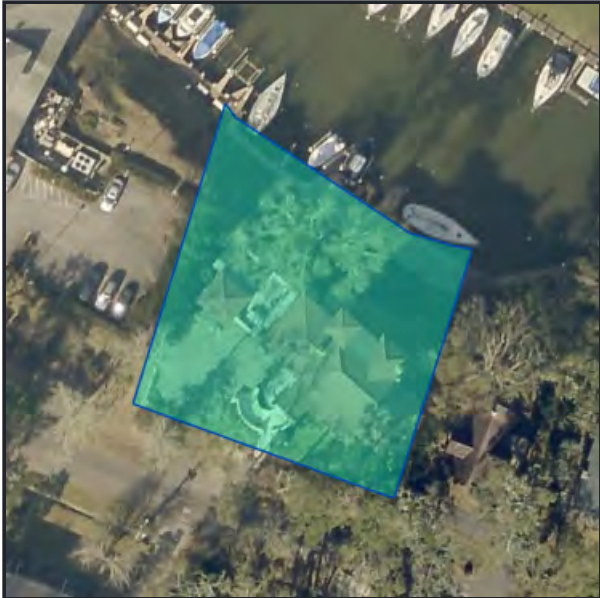
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2015

You are currently viewing a record for the 2015 tax year which began October 1, 2014 and ended September 30, 2015

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2015

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2015	REAL	\$ 5,166.88	\$ 5,166.88	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$120,160

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



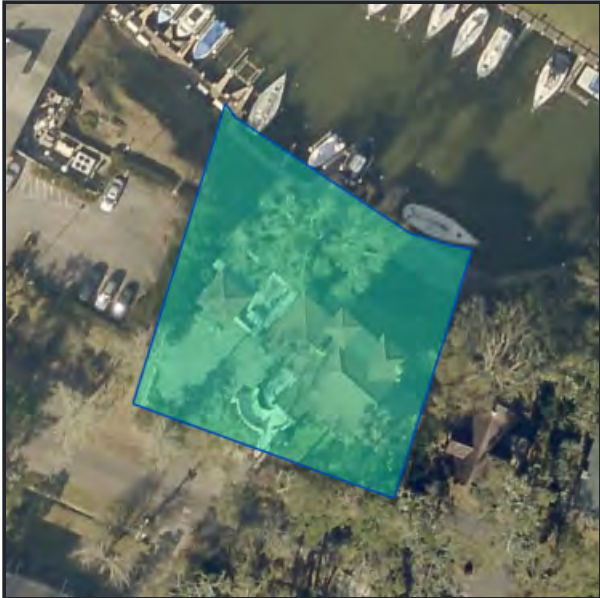
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2016

You are currently viewing a record for the 2016 tax year which began October 1, 2015 and ended September 30, 2016

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2016

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2016	REAL	\$ 5,387.90	\$ 5,387.90	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$125,300

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



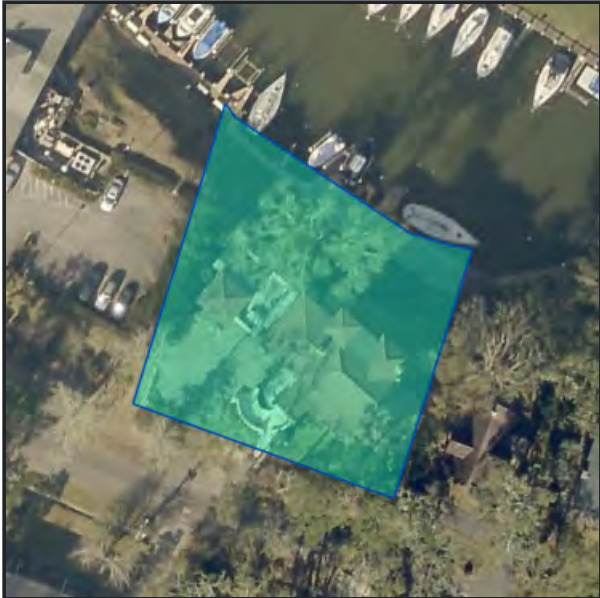
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2017

You are currently viewing a record for the 2017 tax year which began October 1, 2016 and ended September 30, 2017

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2017

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2017	REAL	\$ 5,651.92	\$ 5,651.92	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$131,440

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2018

You are currently viewing a record for the 2018 tax year which began October 1, 2017 and ended September 30, 2018

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CIT Y OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2018

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2018	REAL	\$ 6,116.32	\$ 6,116.32	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$471,200
Improvement Value \$951,200
Total Appraised Value \$1,422,400
Total Taxable Value \$1,422,400
Assessment Value \$142,240

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1700-WATERFRONT IMPROVED	3	N	N	\$471,200
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	N	N	\$942,000
CONVERSION	2	WPES - WPES	-	3	N	N	\$9,200

Building Components

Improvement

Year Built	1981
Year Remodeled	2013
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	6082
Building Value	\$942,000

Computations

Stories	3.0
1st Level Sq. Ft.	2242
Add'l Level Sq. Ft.	3840
Total Living Area	6082
Total Adjusted Area	8101

Materials and Features

Foundation	PIERS - 100
Exterior Walls	CB STUCCO - 100
Roof Type	HIP-GABLE - 100
Roof Material	TILE, CLAY - 100
Floors	HARDWOOD, SELECT - 75
Floors	LAMINATE - 25
Interior Finish	WOOD PANELS - 50
Interior Finish	DRYWALL - 50
Plumbing	AVERAGE - 100
Plumbing	BATH 2FIX - 3
Plumbing	BATH 3FIX - 2
Plumbing	BATH 5FIX - 1
Plumbing	KITCHEN SINK SINGLE - 1
Plumbing	KITCHEN SINK DOUBLE - 1
Plumbing	LAUNDRY SINK DOUBLE - 1
Plumbing	WETBAR SINK - 3
Fireplaces	FIREPLACE +1 PREFAB - 2
Heat/AC	FHA/AC - 6082

Improvement

Year Built	2013
Structure	WPES
Structure Code	WPES
Total Living Area	325
Building Value	\$9,200

Computations

Stories	1.0
1st Level Sq. Ft.	325
Add'l Level Sq. Ft.	0
Total Living Area	325
Total Adjusted Area	325

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

***NO TAX SALES FOUND**



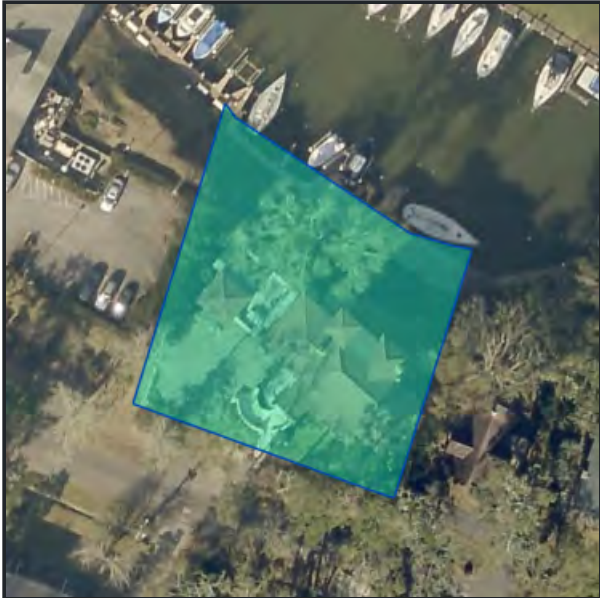
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2019

You are currently viewing a record for the 2019 tax year which began October 1, 2018 and ended September 30, 2019

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CIT Y OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2019

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2019	REAL	\$ 6,525.68	\$ 6,525.68	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$471,200
Improvement Value \$1,046,400
Total Appraised Value \$1,517,600
Total Taxable Value \$1,517,600
Assessment Value \$151,760

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1700-WATERFRONT IMPROVED	3	N	N	\$471,200
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	N	N	\$1,029,400
POOL	2	29PSHTD - POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP	-	3	N	N	\$17,000

Building Components

Improvement

Year Built	1981
Year Remodeled	2013
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	6082
Building Value	\$1,029,400

Computations

Stories	3.0
1st Level Sq. Ft.	2242
Add'l Level Sq. Ft.	3840
Total Living Area	6082
Total Adjusted Area	8101

Materials and Features

Foundation	PIERS - 100
Exterior Walls	CEDAR SIDING - 100
Roof Type	HIP-GABLE - 100
Roof Material	TILE, CLAY - 100
Floors	HARDWOOD, SELECT - 75
Floors	LAMINATE - 25
Interior Finish	WOOD PANELS - 50
Interior Finish	DRYWALL - 50
Plumbing	AVERAGE - 100
Plumbing	BATH 2FIX - 3
Plumbing	BATH 3FIX - 2
Plumbing	BATH 5FIX - 1
Plumbing	KITCHEN SINK SINGLE - 1
Plumbing	KITCHEN SINK DOUBLE - 1
Plumbing	LAUNDRY SINK DOUBLE - 1
Plumbing	WETBAR SINK - 3
Fireplaces	FIREPLACE +1 PREFAB - 2
Heat/AC	FHA/AC - 6082

Improvement

Year Built	2013
Structure	POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP
Structure Code	29PSHTD
Total Living Area	325
Building Value	\$17,000

Materials and Features

** No Materials / Features For This Improvement **

Computations

Stories	1.0
1st Level Sq. Ft.	325
Add'l Level Sq. Ft.	0
Total Living Area	325
Total Adjusted Area	325

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales



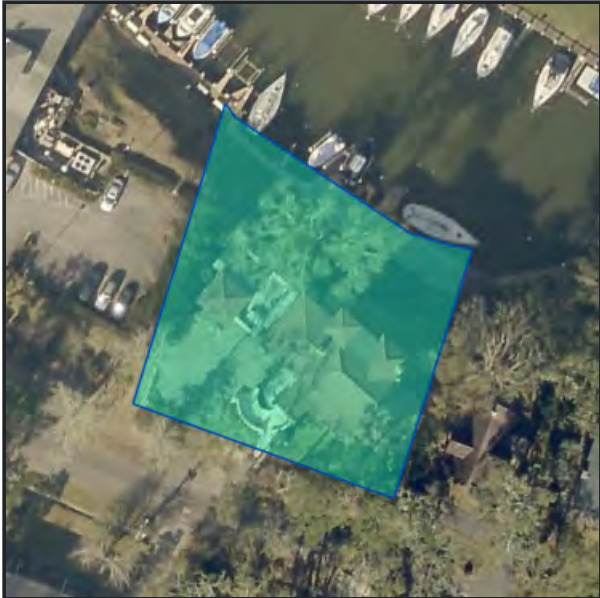
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2020

You are currently viewing a record for the 2020 tax year which began October 1, 2019 and ended September 30, 2020

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CIT Y OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE H4
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2020

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2020	REAL	\$ 5,888.62	\$ 5,888.62	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$471,200
Improvement Value \$1,024,300
Total Appraised Value \$1,495,500
Total Taxable Value \$1,495,500
Assessment Value \$149,560

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1700-WATERFRONT IMPROVED	3	Y	N	\$471,200
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$1,009,600
POOL	2	29PSHTD - POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP	-	3	Y	N	\$14,700

Building Components

Improvement

Year Built	1981
Year Remodeled	2013
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	6082
Building Value	\$1,009,600

Computations

Stories	3.0
1st Level Sq. Ft.	2242
Add'l Level Sq. Ft.	3840
Total Living Area	6082
Total Adjusted Area	8101

Materials and Features

Foundation	PIERS - 100
Exterior Walls	STUCCO - 100
Roof Type	HIP-GABLE - 100
Roof Material	TILE, CLAY - 100
Floors	HARDWOOD, SELECT - 75
Floors	TRAVERTINE - 25
Interior Finish	WOOD PANELS - 50
Interior Finish	DRYWALL - 50
Plumbing	AVERAGE - 100
Plumbing	BATH 2FIX - 3
Plumbing	BATH 3FIX - 2
Plumbing	BATH 5FIX - 1
Plumbing	KITCHEN SINK SINGLE - 1
Plumbing	KITCHEN SINK DOUBLE - 1
Plumbing	LAUNDRY SINK DOUBLE - 1
Plumbing	WETBAR SINK - 3
Fireplaces	FIREPLACE +1 PREFAB - 2
Heat/AC	FHA/AC - 6082

Improvement

Year Built	2013
Structure	POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP
Structure Code	29PSHTD
Total Living Area	325
Building Value	\$14,700

Computations

Stories	1.0
1st Level Sq. Ft.	325
Add'l Level Sq. Ft.	0
Total Living Area	325
Total Adjusted Area	325

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales



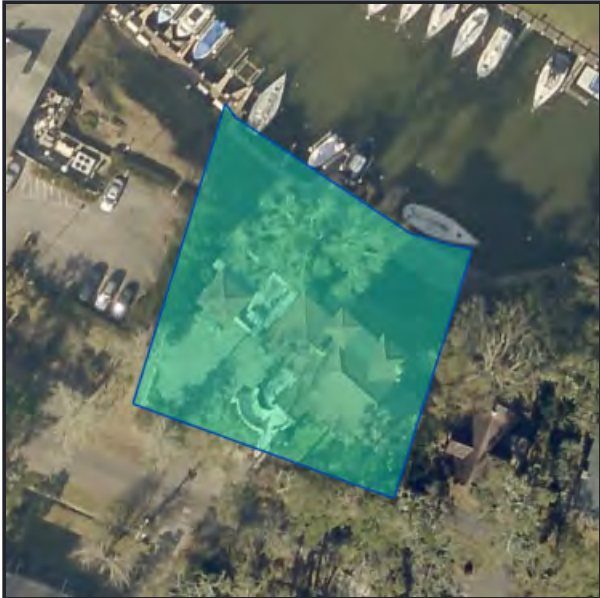
PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2021

You are currently viewing a record for the 2021 tax year which began October 1, 2020 and ended September 30, 2021

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CIT Y OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE H4
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2021

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2021	REAL	\$ 6,331.02	\$ 6,331.02	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$495,000
Improvement Value \$1,112,600
Total Appraised Value \$1,607,600
Total Taxable Value \$1,607,600
Assessment Value \$160,760

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1700-WATERFRONT IMPROVED	3	Y	N	\$495,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$1,098,200
POOL	2	29PSHTD - POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP	-	3	Y	N	\$14,400

Building Components

Improvement

Year Built	1981
Year Remodeled	2013
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	6082
Building Value	\$1,098,200

Computations

Stories	3.0
1st Level Sq. Ft.	2242
Add'l Level Sq. Ft.	3840
Total Living Area	6082
Total Adjusted Area	8101

Materials and Features

Foundation	PIERS - 100
Exterior Walls	STUCCO - 100
Roof Type	HIP-GABLE - 100
Roof Material	TILE, CLAY - 100
Floors	HARDWOOD, SELECT - 75
Floors	TRAVERTINE - 25
Interior Finish	DRYWALL - 50
Interior Finish	WOOD PANELS - 50
Plumbing	AVERAGE - 100
Plumbing	BATH 2FIX - 3
Plumbing	BATH 3FIX - 2
Plumbing	BATH 5FIX - 1
Plumbing	KITCHEN SINK SINGLE - 1
Plumbing	KITCHEN SINK DOUBLE - 1
Plumbing	LAUNDRY SINK DOUBLE - 1
Plumbing	WETBAR SINK - 3
Fireplaces	FIREPLACE +1 PREFAB - 2
Heat/AC	FHA/AC - 6082

Improvement

Year Built	2013
Structure	POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP
Structure Code	29PSHTD
Total Living Area	325
Building Value	\$14,400

Materials and Features

** No Materials / Features For This Improvement **

Computations

Stories	1.0
1st Level Sq. Ft.	325
Add'l Level Sq. Ft.	0
Total Living Area	325
Total Adjusted Area	325

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2022

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613

OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE

LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1
VOLANTA SUB MB1 PG348 CIT Y OF
FAIRHOPE GR SEC 37-T6S-R2E (WD)

EXEMPT CODE H4
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2022

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2022	REAL	\$ 7,059.40	\$ 0.00	\$ 7,059.40

Total Due: \$ 7,059.40

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$526,700
Improvement Value \$1,265,100
Total Appraised Value \$1,791,800
Total Taxable Value \$1,791,800
Assessment Value \$179,200

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1700-WATERFRONT IMPROVED	3	Y	N	\$526,700
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$1,214,100
POOL	2	29PSHTD - POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP	-	3	Y	N	\$19,500
DOCK/DECK	3	31-PUN - PIER	-	3	Y	N	\$31,500

Building Components

Improvement

Year Built	1981
Year Remodeled	2013
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	6082
Building Value	\$1,214,100

Computations

Stories	3.0
1st Level Sq. Ft.	2242
Add'l Level Sq. Ft.	3840
Total Living Area	6082
Total Adjusted Area	8080

Materials and Features

Foundation	PIERS - 100
Exterior Walls	STUCCO - 100
Roof Type	HIP-GABLE - 100
Roof Material	TILE, CLAY - 100
Floors	HARDWOOD, SELECT - 75
Floors	TRAVERTINE - 25
Interior Finish	WOOD PANELS - 50
Interior Finish	DRYWALL - 50
Plumbing	AVERAGE - 100
Plumbing	BATH 2FIX - 3
Plumbing	BATH 3FIX - 2
Plumbing	BATH 5FIX - 1
Plumbing	KITCHEN SINK SINGLE - 1
Plumbing	KITCHEN SINK DOUBLE - 1
Plumbing	LAUNDRY SINK DOUBLE - 1
Plumbing	WETBAR SINK - 3
Fireplaces	FIREPLACE +1 PREFAB - 2
Heat/AC	FHA/AC - 6082

Improvement

Year Built	2013
Structure	POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP
Structure Code	29PSHTD
Total Living Area	325
Building Value	\$19,500

Materials and Features

** No Materials / Features For This Improvement **

Computations

Stories	1.0
1st Level Sq. Ft.	325
Add'l Level Sq. Ft.	0
Total Living Area	325
Total Adjusted Area	325

Improvement

Year Built	1998
Structure	PIER
Structure Code	31-PUN
Total Living Area	1804
Building Value	\$31,500

** No Materials / Features For This Improvement **

Computations

Stories	1.0
1st Level Sq. Ft.	1804
Add'l Level Sq. Ft.	0
Total Living Area	1804
Total Adjusted Area	1804

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/11/2022 Tax Year: 2023

⚠ Values and Taxes are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

PIN 11086
PARCEL 46-03-37-0-001-036.000
ACCOUNT NUMBER 21613
OWNER SMITH, GREGORY L JR
MAILING ADDRESS P O BOX 7, LOXLEY, AL 36551
PROPERTY ADDRESS 111 VOLANTA AVE
LEGAL DESCRIPTION 132' X 134' IRR LOTS 8 AND 9 BLK 1 VOLANTA SUB MB1 PG348 CIT Y OF FAIRHOPE GR SEC 37-T6S-R2E (WD)
EXEMPT CODE H4
TAX DISTRICT FAIRHOPE



Tax Information

TAXES ARE DUE ON 10/1/2023

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
11086	2023	REAL	\$ 7,059.40	\$ 0.00	\$ 7,059.40

Total Due: \$ 7,059.40

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$526,700
Improvement Value \$1,265,100
Total Appraised Value \$1,791,800
Total Taxable Value \$1,791,800
Assessment Value \$179,200

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 8,9
Block 1
Type / Book / Page IN / N/A / 509392
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1700-WATERFRONT IMPROVED	3	Y	N	\$526,700
RES/COM	1	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$1,214,100
POOL	2	29PSHTD - POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP	-	3	Y	N	\$19,500
DOCK/DECK	3	31-PUN - PIER	-	3	Y	N	\$31,500

Building Components

Improvement

Year Built	1981
Year Remodeled	2013
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	6082
Building Value	\$1,214,100

Computations

Stories	3.0
1st Level Sq. Ft.	2242
Add'l Level Sq. Ft.	3840
Total Living Area	6082
Total Adjusted Area	8080

Materials and Features

Foundation	PIERS - 100
Exterior Walls	STUCCO - 100
Roof Type	HIP-GABLE - 100
Roof Material	TILE, CLAY - 100
Floors	HARDWOOD, SELECT - 75
Floors	TRAVERTINE - 25
Interior Finish	DRYWALL - 50
Interior Finish	WOOD PANELS - 50
Plumbing	AVERAGE - 100
Plumbing	KITCHEN SINK SINGLE - 1
Plumbing	BATH 3FIX - 2
Plumbing	BATH 5FIX - 1
Plumbing	KITCHEN SINK DOUBLE - 1
Plumbing	WETBAR SINK - 3
Plumbing	BATH 2FIX - 3
Plumbing	LAUNDRY SINK DOUBLE - 1
Fireplaces	FIREPLACE +1 PREFAB - 2
Heat/AC	FHA/AC - 6082

Improvement

Year Built	2013
Structure	POOL SPAS AND HOT TUBS DETACHED INCLUDING EQUIP
Structure Code	29PSHTD
Total Living Area	325
Building Value	\$19,500

Materials and Features

** No Materials / Features For This Improvement **

Computations

Stories	1.0
1st Level Sq. Ft.	325
Add'l Level Sq. Ft.	0
Total Living Area	325
Total Adjusted Area	325

Improvement

Year Built	1998
Structure	PIER
Structure Code	31-PUN
Total Living Area	1804
Building Value	\$31,500

** No Materials / Features For This Improvement **

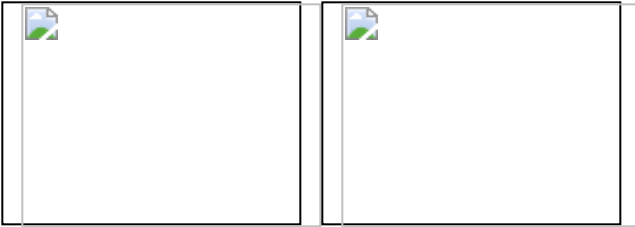
Computations

Stories	1.0
1st Level Sq. Ft.	1804
Add'l Level Sq. Ft.	0
Total Living Area	1804
Total Adjusted Area	1804

Photos

**No Photos Found **

Sketches



Tax History

YEAR	OWNER(S)	TOTAL TAX	PAID (Y/N)	APPRAISED	ASSESSED
2022	SMITH, GREGORY L JR	\$ 7,059.40	N	\$ 1791800	\$ 179200
2021	SMITH, GREGORY L JR	\$ 6,331.02	Y 1/20/2022	\$ 1607600	\$ 160760
2020	SMITH, GREGORY L JR	\$ 5,888.62	Y 12/29/2020	\$ 1495500	\$ 149560
2019	SMITH, GREGORY L JR	\$ 6,525.68	Y 12/20/2019	\$ 1517600	\$ 151760
2018	SMITH, GREGORY L JR	\$ 6,116.32	Y 12/31/2018	\$ 1422400	\$ 142240
2017	SMITH, GREGORY L JR	\$ 5,651.92	Y 1/3/2018	\$ 1314300	\$ 131440
2016	SMITH, GREGORY L JR	\$ 5,387.90	Y 1/3/2017	\$ 1252900	\$ 125300
2015	SMITH, GREGORY L JR	\$ 5,166.88	Y 1/4/2016	\$ 1201500	\$ 120160
2014	SMITH, GREGORY L JR	\$ 4,384.28	Y 1/14/2015	\$ 1019400	\$ 101960
2013	SMITH, GREGORY L JR	\$ 3,011.72	Y 12/27/2013	\$ 700400	\$ 70040
2012	SMITH, GREGORY L JR	\$ 2,295.34	Y 1/9/2013	\$ 533700	\$ 53380
2011	SMITH, GREGORY L JR	\$ 2,701.26	Y 1/3/2012	\$ 628000	\$ 62820
2010	SMITH, GREGORY L JR	\$ 2,613.54	Y 1/13/2011	\$ 607700	\$ 60780
2009	SMITH, GREGORY L JR	\$ 2,763.18	Y 1/26/2010	\$ 642400	\$ 64260
2008	SMITH, GREGORY L JR	\$ 2,701.26	Y 1/22/2009	\$ 628000	\$ 62820
2007	SMITH, GREGORY L JR	\$ 3,880.32	Y 1/16/2008	\$ 902300	\$ 90240
2006	SMITH, GREGORY L JR	\$ 3,014.30	Y 1/16/2007	\$ 700900	\$ 70100
2005	SMITH, GREGORY L JR	\$ 2,757.16	Y 12/30/2005	\$ 641100	\$ 64120
2004	SMITH, GREGORY L JR	\$ 2,250.62	Y 11/8/2004	\$ 523400	\$ 52340
2003	SMITH, GREGORY L JR	\$ 2,250.62	Y 12/30/2003	\$ 523400	\$ 52340
2002	SMITH, GREGORY L JR	\$ 2,168.06	Y 1/13/2003	\$ 504200	\$ 50420
2001	SMITH, GREGORY L JR	\$ 2,142.85	Y 12/17/2001	\$ 504200	\$ 50420

YEAR	OWNER(S)	TOTAL TAX	PAID (Y/N)	APPRAISED	ASSESS ⁴⁵ ED
2000	SMITH, GREGORY L JR	\$ 2,142.85	Y 12/6/2000	\$ 504200	\$ 50420
1999	DORGAN, JOHN A JR ETAL DORGAN, CHARLOTTE	\$ 2,098.85	Y 1/10/2000	\$ 504200	\$ 50420
1998	DORGAN, JOHN A JR ETAL DORGAN, CHARLOTTE	\$ 1,987.50	Y 12/29/1998	\$ 478000	\$ 47800
1997	DORGAN, JOHN A JR ETAL DORGAN, CHARLOTTE	\$ 1,987.50	Y 12/16/1997	\$ 478000	\$ 47800
1996	DORGAN, JOHN A JR	\$ 2,077.60	Y 1/14/1997	\$ 499100	\$ 49920
1995	DORGAN, JOHN A JR	\$ 1,064.40	Y 1/5/1996	\$ 260860	\$ 26080
1994	DORGAN, JOHN A JR	\$ 1,064.40	Y 1/18/1995	\$ 260860	\$ 26080

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.

Tax returns, tax information, and tax records exempted from public disclosure pursuant to Ala. Code § 40-2A-10.

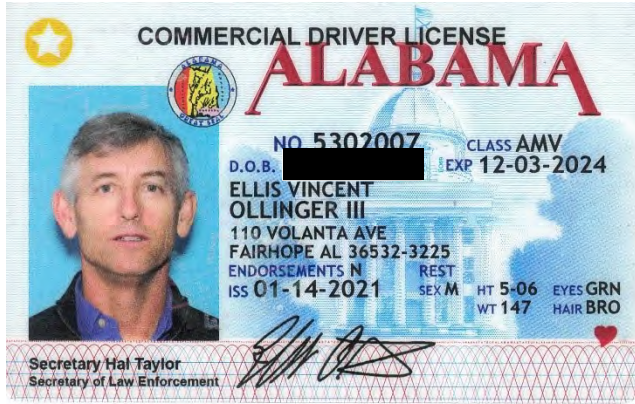
Ellis V. Ollinger, III

Document Attachments

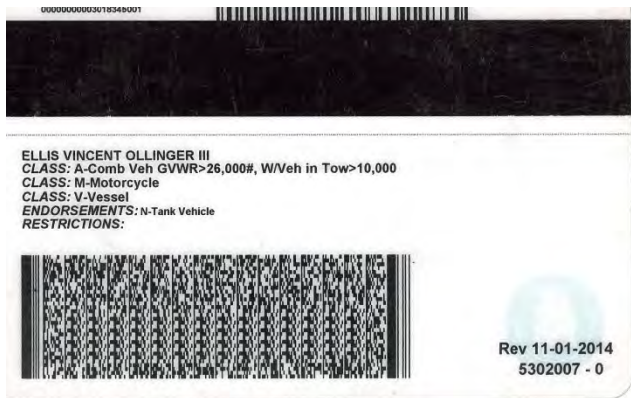
Attachment Table of Contents

*Attachment page numbers are in the top right corner of each attachment.
Attachment page numbers are nested within Exhibit page numbers.*

Alabama issued Driver's License.....	1
Baldwin County Property Tax Records from 2006 to 2022.....	2-39



DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft





PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2006

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2006 tax year which began October 1, 2005 and ended September 30, 2006

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVENUE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2006

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2006	REAL	\$ 1,078.16	\$ 1,078.16	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page RP / 752 / 1452
S/T/R 37-6S-2E

Assessment Value \$26,120

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2007

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2007 tax year which began October 1, 2006 and ended September 30, 2007

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVENUE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2007

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2007	REAL	\$ 1,342.18	\$ 1,342.18	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page RP / 752 / 1452
S/T/R 37-6S-2E

Assessment Value \$32,260

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2008

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2008 tax year which began October 1, 2007 and ended September 30, 2008

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVENUE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2008

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2008	REAL	\$ 1,447.10	\$ 1,447.10	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page RP / 752 / 1452
S/T/R 37-6S-2E

Assessment Value \$34,700

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2009

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2009 tax year which began October 1, 2008 and ended September 30, 2009

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVENUE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2009

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2009	REAL	\$ 1,468.60	\$ 1,468.60	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page RP / 752 / 1452
S/T/R 37-6S-2E

Assessment Value \$35,200

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2010

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2010 tax year which began October 1, 2009 and ended September 30, 2010

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVENUE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2010

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2010	REAL	\$ 1,422.16	\$ 1,422.16	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page RP / 752 / 1452
S/T/R 37-6S-2E

Assessment Value \$34,120

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2011

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2011 tax year which began October 1, 2010 and ended September 30, 2011

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVENUE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2011

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2011	REAL	\$ 1,456.56	\$ 1,456.56	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Assessment Value \$34,920

REDACTED COPY

Type / Book / Page RP / 752 / 1452

13

S/T/R

37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2012

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2012 tax year which began October 1, 2011 and ended September 30, 2012

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVENUE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2012

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2012	REAL	\$ 1,392.92	\$ 1,392.92	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Assessment Value \$33,440

REDACTED COPY

Type / Book / Page RP / 752 / 1452

15

S/T/R

37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2013

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2013 tax year which began October 1, 2012 and ended September 30, 2013

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2013

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2013	REAL	\$ 1,285.42	\$ 1,285.42	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Assessment Value \$30,940

REDACTED COPY

Type / Book / Page RP / 752 / 1452

17

S/T/R

37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2014

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2014 tax year which began October 1, 2013 and ended September 30, 2014

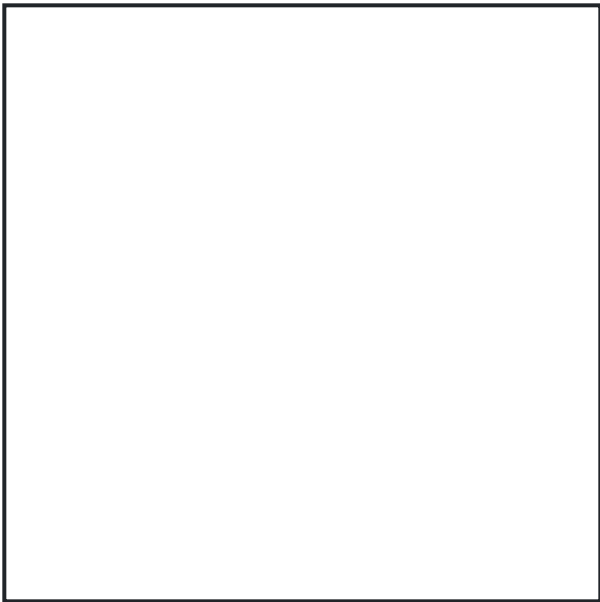
Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523

OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE

LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D
SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-
T6S-R2E (WD SURVIVORSHIP)

EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2014

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2014	REAL	\$ 1,440.22	\$ 1,440.22	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Assessment Value \$34,540

REDACTED COPY

Type / Book / Page RP / 752 / 1452

19

S/T/R

37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2015

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2015 tax year which began October 1, 2014 and ended September 30, 2015

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D
SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-
T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2015

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2015	REAL	\$ 1,521.92	\$ 1,521.92	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Assessment Value \$36,440

REDACTED COPY

Type / Book / Page RP / 752 / 1452

21

S/T/R

37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2016

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2016 tax year which began October 1, 2015 and ended September 30, 2016

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523

OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE

LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D
SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-
T6S-R2E (WD SURVIVORSHIP)

EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2016

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2016	REAL	\$ 1,571.80	\$ 1,571.80	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Assessment Value \$37,600

REDACTED COPY

Type / Book / Page RP / 752 / 1452

23

S/T/R

37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

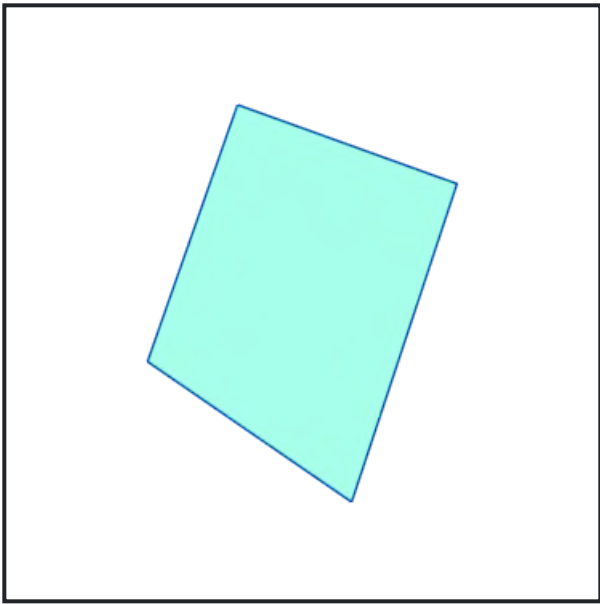
Current Date: 12/12/2022 Tax Year: 2017

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2017 tax year which began October 1, 2016 and ended September 30, 2017

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OFFAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2017

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2017	REAL	\$ 1,730.90	\$ 1,730.90	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Assessment Value \$41,300

REDACTED COPY

Type / Book / Page RP / 752 / 1452

25

S/T/R

37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2018

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2018 tax year which began October 1, 2017 and ended September 30, 2018

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2018

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2018	REAL	\$ 1,864.20	\$ 1,864.20	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$172,500
Improvement Value \$271,400
Total Appraised Value \$443,900
Total Taxable Value \$443,900

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$172,500
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$271,400

Building Components

Improvement

Year Built	1998
Year Remodeled	2006
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2833
Building Value	\$271,400

Materials and Features

Foundation	PILINGS-WOOD - 100
Exterior Walls	MASONITE, 4' X - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	CARPET & UNDERLA - 50
Floors	HARDWOOD, SELECT - 50
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Heat/AC	FHA/AC - 2833

Computations

Stories	1.5
1st Level Sq. Ft.	1873
Add'l Level Sq. Ft.	960
Total Living Area	2833
Total Adjusted Area	3485

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2019

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2019 tax year which began October 1, 2018 and ended September 30, 2019

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2019

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2019	REAL	\$ 2,069.74	\$ 2,069.74	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$207,000
Improvement Value \$284,800
Total Appraised Value \$491,800
Total Taxable Value \$491,800

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$207,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$284,800

Building Components

Improvement

Year Built	1998
Year Remodeled	2006
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2833
Building Value	\$284,800

Materials and Features

Foundation	PILINGS-WOOD - 100
Exterior Walls	MASONITE, 4' X - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	CARPET & UNDERLA - 50
Floors	HARDWOOD, SELECT - 50
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Heat/AC	FHA/AC - 2833

Computations

Stories	1.5
1st Level Sq. Ft.	1873
Add'l Level Sq. Ft.	960
Total Living Area	2833
Total Adjusted Area	3485

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2020

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2020 tax year which began October 1, 2019 and ended September 30, 2020

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2020

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2020	REAL	\$ 2,187.84	\$ 2,187.84	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$207,000
Improvement Value \$278,300
Total Appraised Value \$485,300
Total Taxable Value \$485,300

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$207,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$278,300

Building Components

Improvement

Year Built	1998
Year Remodeled	2006
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2833
Building Value	\$278,300

Materials and Features

Foundation	ELEVATED - 100
Exterior Walls	MASONITE, 4' X - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	CARPET & UNDERLA - 50
Floors	HARDWOOD, SELECT - 50
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Heat/AC	FHA/AC - 2833

Computations

Stories	1.5
1st Level Sq. Ft.	1873
Add'l Level Sq. Ft.	960
Total Living Area	2833
Total Adjusted Area	3485

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2021

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

You are currently viewing a record for the 2021 tax year which began October 1, 2020 and ended September 30, 2021

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2021

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2021	REAL	\$ 2,289.04	\$ 2,289.04	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$216,000
Improvement Value \$291,300
Total Appraised Value \$507,300
Total Taxable Value \$507,300

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$216,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$291,300

Building Components

Improvement

Year Built	1998
Year Remodeled	2006
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2833
Building Value	\$291,300

Materials and Features

Foundation	ELEVATED - 100
Exterior Walls	MASONITE, 4' X - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	HARDWOOD, SELECT - 50
Floors	CARPET & UNDERLA - 50
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Heat/AC	FHA/AC - 2833

Computations

Stories	1.5
1st Level Sq. Ft.	1873
Add'l Level Sq. Ft.	960
Total Living Area	2833
Total Adjusted Area	3485

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2022

⚠ NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523

OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE

LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2022

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2022	REAL	\$ 2,631.28	\$ 2,631.28	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE 11/17/2022
PAID BY TRUSTMARK

Property Values

Total Acres
Use Value \$0
Land Value \$254,100
Improvement Value \$327,600
Total Appraised Value \$581,700
Total Taxable Value \$581,700
Assessment Value \$58,180

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT BOOK 1409B PAGE DEED DATE 07/16/1993
Lot F-2
Block
Type / Book / Page RP / 752 / 1452
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$254,100
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$318,500
PAVING	2	34PCR04 - PAVEMENT CONCRETE REINFORCED 4" COM	-	3	Y	N	\$9,100

Building Components

Improvement

Year Built	1998
Year Remodeled	2006
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2884
Building Value	\$318,500

Computations

Stories	1.5
1st Level Sq. Ft.	1900
Add'l Level Sq. Ft.	984
Total Living Area	2884
Total Adjusted Area	3149

Materials and Features

Foundation	ELEVATED - 100
Exterior Walls	MASONITE, 4' X - 100
Roof Type	HIP-GABLE - 100
Roof Material	ENAMEL METAL SHI - 100
Floors	HARDWOOD, SELECT - 50
Floors	CARPET & UNDERLA - 50
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Heat/AC	FHA/AC - 2884

Improvement

Year Built	1998
Structure	PAVEMENT CONCRETE REINFORCED 4" COM
Structure Code	34PCR04
Total Living Area	1742
Building Value	\$9,100

Computations

Stories	1.0
1st Level Sq. Ft.	1742
Add'l Level Sq. Ft.	0
Total Living Area	1742
Total Adjusted Area	1742

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

YEAR	PARCEL STATUS DATE	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT TAXES VAL	DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997	REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/12/2022 Tax Year: 2023

NOTICE: THIS PARCEL HAS TAX SALE HISTORY. SEE THE TAX SALE SECTION FOR DETAILS.

Values and Taxes are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

PIN 113619
PARCEL 46-03-37-0-001-038.003
ACCOUNT NUMBER 168523
OWNER OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK
MAILING ADDRESS 110 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 110 VOLANTA AVE
LEGAL DESCRIPTION 90' X 126.67 IRR LOT F-2 BAY CHASE SUB'D SLIDE 1409B CITY OF FAIRHOPE GR SEC 37-T6S-R2E (WD SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES ARE DUE ON 10/1/2023

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
113619	2023	REAL	\$ 2,632.20	\$ 0.00	\$ 2,632.20

Total Due: \$ 2,632.20

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$254,100
Improvement Value \$327,600
Total Appraised Value \$581,700
Total Taxable Value \$581,700

Subdivision Information

Code BAYCH
Name BAY CHASE SUBD PLAT
BOOK 1409B PAGE DEED
DATE 07/16/1993
Lot F-2
Block

Detail Information

TYPE	REF DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1 0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$254,100
RES/COM	1 111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$318,500
PAVING	2 34PCR04 - PAVEMENT CONCRETE REINFORCED 4" COM	-	3	Y	N	\$9,100

Building Components

Improvement

Year Built	1998
Year Remodeled	2006
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2884
Building Value	\$318,500

Materials and Features

Foundation	ELEVATED - 100
Exterior Walls	MASONITE, 4' X - 100
Roof Type	HIP-GABLE - 100
Roof Material	ENAMEL METAL SHI - 100
Floors	HARDWOOD, SELECT - 50
Floors	CARPET & UNDERLA - 50
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 5FIX - 1
Plumbing	BATH 3FIX - 1
Heat/AC	FHA/AC - 2884

Computations

Stories	1.5
1st Level Sq. Ft.	1900
Add'l Level Sq. Ft.	984
Total Living Area	2884
Total Adjusted Area	3149

Improvement

Year Built	1998
Structure	PAVEMENT CONCRETE REINFORCED 4" COM
Structure Code	34PCR04
Total Living Area	1742
Building Value	\$9,100

Materials and Features

** No Materials / Features For This Improvement **

Computations

Stories	1.0
1st Level Sq. Ft.	1742
Add'l Level Sq. Ft.	0
Total Living Area	1742
Total Adjusted Area	1742

Photos

**No Photos Found **

Sketches



Tax History

YEAR	OWNER(S)	TOTAL TAX	PAID (Y/N)	APPRAISED	ASSESSED
2022	OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK	\$ 2,631.28	Y 11/17/2022	\$ 581700	\$ 58180
2021	OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK	\$ 2,289.04	Y 4/1/2022	\$ 507300	\$ 50740
2020	OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK	\$ 2,187.84	Y 3/31/2021	\$ 485300	\$ 48540
2019	OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK	\$ 2,069.74	Y 11/23/2019	\$ 491800	\$ 49180
2018	OLLINGER, ELLIS VINCENT III ETUX TRINITA AND FINK	\$ 1,864.20	Y 1/31/2019	\$ 443900	\$ 44400
2017	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,730.90	Y 2/15/2018	\$ 412800	\$ 41300
2016	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,571.80	Y 11/19/2016	\$ 375800	\$ 37600
2015	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,521.92	Y 1/27/2016	\$ 364300	\$ 36440
2014	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,440.22	Y 11/22/2014	\$ 345400	\$ 34540
2013	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,285.42	Y 2/15/2014	\$ 309400	\$ 30940
2012	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,392.92	Y 12/7/2012	\$ 334400	\$ 33440
2011	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,456.56	Y 12/31/2011	\$ 349100	\$ 34920
2010	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,422.16	Y 12/31/2010	\$ 341000	\$ 34120
2009	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,468.60	Y 12/2/2009	\$ 352000	\$ 35200
2008	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,447.10	Y 1/22/2009	\$ 347000	\$ 34700
2007	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,342.18	Y 2/15/2008	\$ 322500	\$ 32260
2006	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 1,078.16	Y 3/30/2007	\$ 261000	\$ 26120
2005	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 974.10	Y 12/16/2005	\$ 236900	\$ 23700
2004	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 925.94	Y 11/30/2004	\$ 225700	\$ 22580
2003	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 925.94	Y 1/16/2004	\$ 225700	\$ 22580
2002	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 899.28	Y 12/11/2002	\$ 219500	\$ 21960
2001	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 889.30	Y 12/21/2001	\$ 219500	\$ 21960
2000	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 889.30	Y 12/15/2000	\$ 219500	\$ 21960
1999	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 933.30	Y 12/29/1999	\$ 219500	\$ 21960
1998	OLLINGER, ELLIS VINCENT III ETUX TRINITA	\$ 408.85	Y 4/15/1999	\$ 48100	\$ 9620
1997	MCKENNA, DENNIS P ETUX SALLY S	\$ 408.85	Y 1/15/1998	\$ 48100	\$ 9620
1996	MCKENNA, DENNIS P ETUX SALLY S	\$ 408.85	Y 2/25/1997	\$ 48100	\$
1995	TURBERVILLE, A LEE JR	\$ 224.37	Y 2/25/1997	\$ 16020	\$ 3200
1995	TURBERVILLE, A LEE JR	\$ 224.37	Y 2/25/1997	\$ 16020	\$ 3200
1994	TURBERVILLE, A LEE JR	\$ 136.25	Y 1/6/1995	\$ 16020	\$ 3200

Tax Sales

YEAR	PARCEL DATE	STATUS	TAX SALE STATUS	OWNER NAME(S)	PURCHASER NAME(S)	TRUE MKT VAL	TAXES DUE	PURCHASED AMT	PARCEL STATUS
1995	2/25/1997		REDEEMED	TURBERVILLE, A LEE JR			198.62	198.62	FULLY PAID

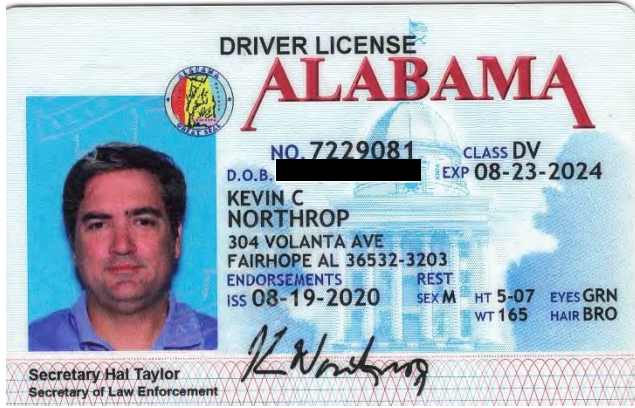
Kevin C. Northrop

Document Attachments

Attachment Table of Contents

*Attachment page numbers are in the top left corner of each attachment.
Attachment page numbers are nested within Exhibit page numbers.*

Alabama issued Driver's License.....	1
Baldwin County Property Tax Records from 2006 to 2022	2-40



DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft



REDACTED COPY

PARCEL #: 29 07 23 0 005 127.XXX	[0101-D0]	Baths: 1.0	H/C Sqft: 0
OWNER: NORTHROP KEVIN C & TABITHA	05AE	Bed Rooms: 3	Land Sch:
ADDRESS: C NORTHROP 15 BENEDICT PL MOBILE AL 3..	Land: 13,700	Imp: 78,600	Total: 92,300
LOCATION: 15 BENEDICT PL MO	Acres: 0.000	Sales Info: 05/04/2022	\$300,000

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2002 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
5/4/2022	\$300,000	2022031933	MUSCAT AMANDA	NORTON TIFFANY S
1/22/2016	\$220,000	7348-267	ARMBRECHT CONRAD P	MUSCAT AMANDA A
7/23/2015	\$220,000	7287-532	MCREE ANNIE	ARMBRECHT CONRAD P
1/4/2012	\$150,000	6848-421	HOOPER THEODORE L	SANDERS ANNE D
3/28/2011	\$120,500	6769-1138	FOWLER DERRICK T	HOOPER THEODORE L
12/15/2006	\$206,000	WD6099-98		
7/14/2000	\$105,000	WD4859-320		
2/1/1963	\$0	400-887		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2023	NORTON TIFFANY S & BILLIE G SCOBEY	15 BENEDICT PL, MOBILE AL - 36606-1908
2022	MUSCAT AMANDA A C/O NORTON TIFFANY S & BILLIE G SCOBEY	15 BENEDICT PL, MOBILE AL - 36606-1908
2021	U S BANK CUST TOWER DB IX 2019-1	50 S 16TH ST STE 2050, PHILADELPHIA PA - 19102-2516
2020	U S BANK CUST TOWER DB IX 2019-1	50 S 16TH ST STE 2050, PHILADELPHIA PA - 19102-2516
2019	U S BANK CUST TOWER DB IX 2019-1	50 SOUTH 17TH ST #250, PHILADELPHIA PA - 19102
2018	MUSCAT AMANDA A	15 BENEDICT PL, MOBILE AL - 36604
2017	MUSCAT AMANDA A	15 BENEDICT PL, MOBILE AL - 36604
2016	ARMBRECHT CONRAD P C/O MUSCAT AMANDA A	15 BENEDICT PL, MOBILE AL - 36604
2015	SANDERS ANNE D C/O MUSCAT AMANDA A	15 BENEDICT PL, MOBILE AL - 36606
2014	SANDERS ANNE D C/O SANDERS ANNE D	15 BENEDICT PLACE, MOBILE AL - 36604
2013	SANDERS ANNE D	15 BENEDICT PLACE, MOBILE AL - 36604
2012	HOOPER THEODORE L C/O SANDERS ANNE D	15 BENEDICT PLACE, MOBILE AL - 36604
2011	FOWLER DERRICK T & SHEA L C/O HOOPER THEODORE L	P O BOX 91504, MOBILE AL - 36691
2010	FOWLER DERRICK T & SHEA L	SAUNDERS, 15 BENEDICT PL, MOBILE AL - 36606
2009	FOWLER DERRICK T & SHEA L	SAUNDERS, 15 BENEDICT PL, MOBILE AL - 36606
2008	FOWLER DERRICK T & SHEA L	SAUNDERS, 15 BENEDICT PL, MOBILE AL - 36606
2007	NORTHROP KEVIN C & TABITHA	C NORTHROP, 15 BENEDICT PL, MOBILE AL - 36606
2006	NORTHROP KEVIN C & TABITHA	C NORTHROP, 15 BENEDICT PL, MOBILE AL - 36606
2005	NORTHROP KEVIN C & TABITHA	C NORTHROP, 15 BENEDICT PL, MOBILE AL - 36606
2004	NORTHROP KEVIN C & TABITHA	C NORTHROP, 15 BENEDICT PL, MOBILE AL - 36606
2003	NORTHROP KEVIN C & TABITHA	C NORTHROP, 15 BENEDICT PL, MOBILE AL - 36606
2002	NORTHROP KEVIN C & TABITHA	C NORTHROP, 15 BENEDICT PL, MOBILE AL - 36606

OWNERSHIP CHANGES:

Eff. Date	Tax Year	Entity Name.	Mailing Address
5/4/2022 12:00:00 AM	2023	NORTON TIFFANY S & BILLIE G SCOBEY	15 BENEDICT PL, MOBILE AL - 36606-1908
1/22/2016 12:00:00 AM	2017	MUSCAT AMANDA A	15 BENEDICT PL, MOBILE AL - 36604
12/28/2011 12:00:00 AM	2013	SANDERS ANNE D	15 BENEDICT PLACE, MOBILE AL - 36604
3/28/2011 12:00:00 AM	2012	HOOPER THEODORE L	P O BOX 91504, MOBILE AL - 36691





PROPERTY TAX
Baldwin County, Alabama

Current Date: 11/16/2022 Tax Year: 2008

You are currently viewing a record for the 2008 tax year which began October 1, 2007 and ended September 30, 2008

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRAIL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2008

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2008	REAL	\$ 1,087.62	\$ 1,087.62	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$26,340

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
-------------	------------	--------------------	-----------------	-----------	-----------	-----------	------------------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2009

You are currently viewing a record for the 2009 tax year which began October 1, 2008 and ended September 30, 2009

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRAIL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2009

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2009	REAL	\$ 1,023.12	\$ 1,023.12	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$24,840

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
-------------	------------	--------------------	-----------------	-----------	-----------	-----------	------------------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2010

You are currently viewing a record for the 2010 tax year which began October 1, 2009 and ended September 30, 2010

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRAIL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2010

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2010	REAL	\$ 973.24	\$ 973.24	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$23,680

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
-------------	------------	--------------------	-----------------	-----------	-----------	-----------	------------------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2011

You are currently viewing a record for the 2011 tax year which began October 1, 2010 and ended September 30, 2011

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRAIL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2011

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2011	REAL	\$ 889.82	\$ 889.82	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$21,740

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2012

You are currently viewing a record for the 2012 tax year which began October 1, 2011 and ended September 30, 2012

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2012

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2012	REAL	\$ 839.08	\$ 839.08	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$20,560

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2013

You are currently viewing a record for the 2013 tax year which began October 1, 2012 and ended September 30, 2013

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2013

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2013	REAL	\$ 814.14	\$ 814.14	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$19,980

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
-------------	------------	--------------------	-----------------	-----------	-----------	-----------	------------------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 **Tax Year:** 2014

You are currently viewing a record for the 2014 tax year which began October 1, 2013 and ended September 30, 2014

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2014

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2014	REAL	\$ 877.78	\$ 877.78	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$21,460

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2015

You are currently viewing a record for the 2015 tax year which began October 1, 2014 and ended September 30, 2015

Parcel Info

PIN 255887
PARCEL 43-02-10-0-000-007.142
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN ETUX TABITHA
MAILING ADDRESS 9427 WIND CLAN TRAIL, DAPHNE, AL 36526
PROPERTY ADDRESS 9427 WIND CLAN TRL
LEGAL DESCRIPTION 90' X 138.4' LOT 29 SEHOY SUB PHASE 3 SLIDE 2119-D & 2112-CIN THE CITY OF DAPHNE SEC 10-T5S-R2E (WD - SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT DAPHNE



Tax Information

TAXES WERE DUE ON 10/1/2015

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
255887	2015	REAL	\$ 905.30	\$ 905.30	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$22,100

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1717756
S/T/R 10-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
-------------	------------	--------------------	-----------------	-----------	-----------	-----------	------------------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 **Tax Year:** 2016

You are currently viewing a record for the 2016 tax year which began October 1, 2015 and ended September 30, 2016

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168
OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA
MAILING ADDRESS 27563 RED EAGLE DR, DAPHNE, AL 36526
PROPERTY ADDRESS 304 VOLANTA AVE
LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2016

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2016	REAL	\$ 1,210.45	\$ 1,210.45	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$27,500

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
-------------	------------	--------------------	-----------------	-----------	-----------	-----------	------------------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2017

You are currently viewing a record for the 2017 tax year which began October 1, 2016 and ended September 30, 2017

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168

OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA
MAILING ADDRESS 304 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 304 VOLANTA AVE

LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2017

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2017	REAL	\$ 1,870.22	\$ 1,870.22	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$44,540

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2018

You are currently viewing a record for the 2018 tax year which began October 1, 2017 and ended September 30, 2018

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168

OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA AND C
MAILING ADDRESS 304 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 304 VOLANTA AVE

LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2018

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2018	REAL	\$ 2,037.92	\$ 2,037.92	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$137,500
Improvement Value \$346,800
Total Appraised Value \$484,300
Total Taxable Value \$484,300
Assessment Value \$48,440

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$137,500
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$339,700
UTILITY	2	26WCC - UTILITY WOOD OR C.B.	-	3	Y	N	\$3,000
CONVERSION	3	PAVIL - PAVIL	-	3	Y	N	\$4,100

Building Components

Improvement

Year Built	2016
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2977
Building Value	\$339,700

Computations

Stories	1.5
1st Level Sq. Ft.	2026
Add'l Level Sq. Ft.	951
Total Living Area	2977
Total Adjusted Area	3129

Materials and Features

Foundation	SLAB - 100
Exterior Walls	HARDIE PLANK - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	TILE, CERAMIC - 25
Floors	HARDWOOD, SELECT - 75
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Adjustment	HARDIE - 100
Plumbing	BATH 2FIX - 1
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2977

Improvement

Year Built	2016
Structure	UTILITY WOOD OR C.B.
Structure Code	26WCC
Total Living Area	120
Building Value	\$3,000

Computations

Stories	1.0
1st Level Sq. Ft.	120
Add'l Level Sq. Ft.	0
Total Living Area	120
Total Adjusted Area	120

Materials and Features

** No Materials / Features For This Improvement **

Improvement

Year Built	2016
Structure	PAVIL
Structure Code	PAVIL
Total Living Area	240
Building Value	\$4,100

Computations

Stories	1.0
1st Level Sq. Ft.	240
Add'l Level Sq. Ft.	0
Total Living Area	240
Total Adjusted Area	240

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 **Tax Year:** 2019

You are currently viewing a record for the 2019 tax year which began October 1, 2018 and ended September 30, 2019

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168

OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA AND C
MAILING ADDRESS 304 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 304 VOLANTA AVE

LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)

EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2019

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2019	REAL	\$ 2,227.98	\$ 2,227.98	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$165,000
Improvement Value \$363,500
Total Appraised Value \$528,500
Total Taxable Value \$528,500
Assessment Value \$52,860

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$165,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$356,400
UTILITY	2	26WCC - UTILITY WOOD OR C.B.	-	3	Y	N	\$3,000
CONVERSION	3	PAVIL - PAVIL	-	3	Y	N	\$4,100

Building Components

Improvement

Year Built	2016
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2977
Building Value	\$356,400

Computations

Stories	1.5
1st Level Sq. Ft.	2026
Add'l Level Sq. Ft.	951
Total Living Area	2977
Total Adjusted Area	3129

Materials and Features

Foundation	SLAB - 100
Exterior Walls	HARDIE PLANK - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	TILE, CERAMIC - 25
Floors	HARDWOOD, SELECT - 75
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Adjustment	HARDIE - 100
Plumbing	BATH 2FIX - 1
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2977

Improvement

Year Built	2016
Structure	UTILITY WOOD OR C.B.
Structure Code	26WCC
Total Living Area	120
Building Value	\$3,000

Computations

Stories	1.0
1st Level Sq. Ft.	120
Add'l Level Sq. Ft.	0
Total Living Area	120
Total Adjusted Area	120

Materials and Features

** No Materials / Features For This Improvement **

Improvement

Year Built	2016
Structure	PAVIL
Structure Code	PAVIL
Total Living Area	240
Building Value	\$4,100

Computations

Stories	1.0
1st Level Sq. Ft.	240
Add'l Level Sq. Ft.	0
Total Living Area	240
Total Adjusted Area	240

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 **Tax Year:** 2020

You are currently viewing a record for the 2020 tax year which began October 1, 2019 and ended September 30, 2020

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168

OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA AND C
MAILING ADDRESS 304 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 304 VOLANTA AVE

LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)

EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2020

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2020	REAL	\$ 2,377.36	\$ 2,377.36	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$165,000
Improvement Value \$361,600
Total Appraised Value \$526,600
Total Taxable Value \$526,600
Assessment Value \$52,660

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$165,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$350,300
UTILITY	2	26WCC - UTILITY WOOD OR C.B.	-	3	Y	N	\$3,300
PAVILION	3	PAV - PAVILION	-	3	Y	N	\$8,000

Building Components

Improvement

Year Built	2016
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2977
Building Value	\$350,300

Computations

Stories	1.5
1st Level Sq. Ft.	2026
Add'l Level Sq. Ft.	951
Total Living Area	2977
Total Adjusted Area	3129

Materials and Features

Foundation	SLAB - 100
Exterior Walls	HARDIE PLANK - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	TILE, CERAMIC - 25
Floors	HARDWOOD, SELECT - 75
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Adjustment	HARDIE - 100
Plumbing	BATH 2FIX - 1
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2977

Improvement

Year Built	2016
Structure	UTILITY WOOD OR C.B.
Structure Code	26WCC
Total Living Area	120
Building Value	\$3,300

Computations

Stories	1.0
1st Level Sq. Ft.	120
Add'l Level Sq. Ft.	0
Total Living Area	120
Total Adjusted Area	120

Materials and Features

** No Materials / Features For This Improvement **

Improvement

Year Built	2016
Structure	PAVILION
Structure Code	PAV
Total Living Area	240
Building Value	\$8,000

Computations

Stories	1.0
1st Level Sq. Ft.	240
Add'l Level Sq. Ft.	0
Total Living Area	240
Total Adjusted Area	240

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/10/2022 Tax Year: 2021

You are currently viewing a record for the 2021 tax year which began October 1, 2020 and ended September 30, 2021

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168

OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA AND C
MAILING ADDRESS 304 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 304 VOLANTA AVE

LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2021

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2021	REAL	\$ 2,499.72	\$ 2,499.72	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$174,000
Improvement Value \$379,100
Total Appraised Value \$553,100
Total Taxable Value \$553,100
Assessment Value \$55,320

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$174,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$367,400
UTILITY	2	26WCC - UTILITY WOOD OR C.B.	-	3	Y	N	\$3,500
PAVILION	3	PAV - PAVILION	-	3	Y	N	\$8,200

Building Components

Improvement

Year Built	2016
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2977
Building Value	\$367,400

Computations

Stories	1.5
1st Level Sq. Ft.	2026
Add'l Level Sq. Ft.	951
Total Living Area	2977
Total Adjusted Area	3129

Materials and Features

Foundation	SLAB - 100
Exterior Walls	HARDIE PLANK - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	TILE, CERAMIC - 25
Floors	HARDWOOD, SELECT - 75
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Adjustment	HARDIE - 100
Plumbing	BATH 2FIX - 1
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2977

Improvement

Year Built	2016
Structure	UTILITY WOOD OR C.B.
Structure Code	26WCC
Total Living Area	120
Building Value	\$3,500

Computations

Stories	1.0
1st Level Sq. Ft.	120
Add'l Level Sq. Ft.	0
Total Living Area	120
Total Adjusted Area	120

Materials and Features

** No Materials / Features For This Improvement **

Improvement

Year Built	2016
Structure	PAVILION
Structure Code	PAV
Total Living Area	240
Building Value	\$8,200

Computations

Stories	1.0
1st Level Sq. Ft.	240
Add'l Level Sq. Ft.	0
Total Living Area	240
Total Adjusted Area	240

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 11/16/2022 Tax Year: 2022

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168

OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA AND C
MAILING ADDRESS 304 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 304 VOLANTA AVE

LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2022

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2022	REAL	\$ 2,822.64	\$ 0.00	\$ 2,822.64

Total Due: \$ 2,822.64

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$203,000
Improvement Value \$420,400
Total Appraised Value \$623,400
Total Taxable Value \$623,400
Assessment Value \$62,340

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$203,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$407,600
UTILITY	2	26WCC - UTILITY WOOD OR C.B.	-	3	Y	N	\$3,800
PAVILION	3	PAV - PAVILION	-	3	Y	N	\$9,000

Building Components

Improvement

Year Built	2016
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2977
Building Value	\$407,600

Computations

Stories	1.5
1st Level Sq. Ft.	2026
Add'l Level Sq. Ft.	951
Total Living Area	2977
Total Adjusted Area	3129

Materials and Features

Foundation	SLAB - 100
Exterior Walls	HARDIE PLANK - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	TILE, CERAMIC - 25
Floors	HARDWOOD, SELECT - 75
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Adjustment	HARDIE - 100
Plumbing	BATH 2FIX - 1
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2977

Improvement

Year Built	2016
Structure	UTILITY WOOD OR C.B.
Structure Code	26WCC
Total Living Area	120
Building Value	\$3,800

Computations

Stories	1.0
1st Level Sq. Ft.	120
Add'l Level Sq. Ft.	0
Total Living Area	120
Total Adjusted Area	120

Materials and Features

** No Materials / Features For This Improvement **

Improvement

Year Built	2016
Structure	PAVILION
Structure Code	PAV
Total Living Area	240
Building Value	\$9,000

Computations

Stories	1.0
1st Level Sq. Ft.	240
Add'l Level Sq. Ft.	0
Total Living Area	240
Total Adjusted Area	240

Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/14/2022 Tax Year: 2023

⚠ Values and Taxes are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

PIN 26738
PARCEL 46-03-37-0-001-044.000
ACCOUNT NUMBER 248168

OWNER NORTHROP, KEVIN C ETAL NORTHROP, TABITHA AND C
MAILING ADDRESS 304 VOLANTA AVE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 304 VOLANTA AVE

LEGAL DESCRIPTION 66' X 132' LOT 10 BLOCK 6 VOLANTA SUB LYING IN THE CITY OF FAIRHOPE SEC 37-T6S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES ARE DUE ON 10/1/2023

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
26738	2023	REAL	\$ 2,840.12	\$ 0.00	\$ 2,840.12

Total Due: \$ 2,840.12

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$203,300
Improvement Value \$423,700
Total Appraised Value \$627,000
Total Taxable Value \$627,000
Assessment Value \$62,720

Subdivision Information

Code 2VS
Name VOLANTA SUBD
Lot 10
Block 6
Type / Book / Page IN / N/A / 1479267
S/T/R 37-6S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$203,300
RES/COM	1	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$410,900
UTILITY	2	26WCC - UTILITY WOOD OR C.B.	-	3	Y	N	\$3,800
PAVILION	3	PAV - PAVILION	-	3	Y	N	\$9,000

Building Components

Improvement

Year Built	2016
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2977
Building Value	\$410,900

Computations

Stories	1.5
1st Level Sq. Ft.	2026
Add'l Level Sq. Ft.	951
Total Living Area	2977
Total Adjusted Area	3129

Materials and Features

Foundation	SLAB - 100
Exterior Walls	HARDIE PLANK - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	HARDWOOD, SELECT - 75
Floors	TILE, CERAMIC - 25
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Adjustment	HARDIE - 100
Plumbing	BATH 2FIX - 1
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2977

Improvement

Year Built	2016
Structure	UTILITY WOOD OR C.B.
Structure Code	26WCC
Total Living Area	120
Building Value	\$3,800

Computations

Stories	1.0
1st Level Sq. Ft.	120
Add'l Level Sq. Ft.	0
Total Living Area	120
Total Adjusted Area	120

Materials and Features

** No Materials / Features For This Improvement **

Improvement

Year Built	2016
Structure	PAVILION
Structure Code	PAV
Total Living Area	240
Building Value	\$9,000

Computations

Stories	1.0
1st Level Sq. Ft.	240
Add'l Level Sq. Ft.	0
Total Living Area	240
Total Adjusted Area	240

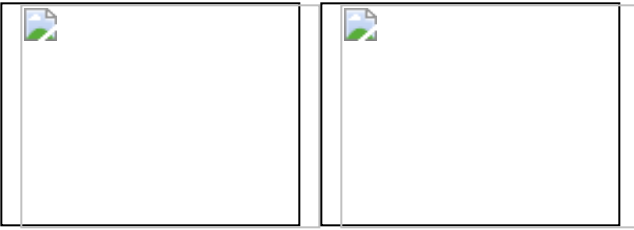
Materials and Features

** No Materials / Features For This Improvement **

Photos

**No Photos Found **

Sketches



Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.

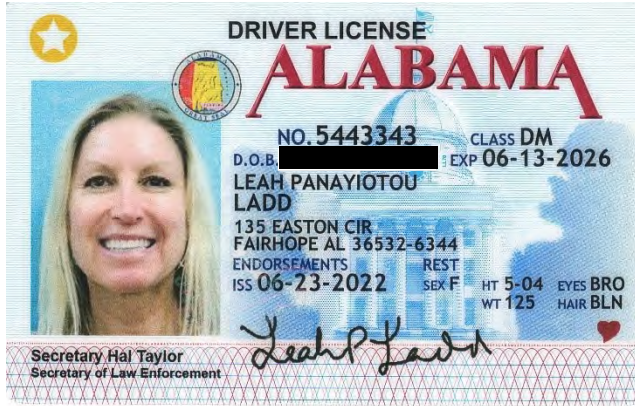
Leah P. Ladd

Document Attachments

Attachment Table of Contents

*Attachment page numbers are in the top left corner of each attachment.
Attachment page numbers are nested within Exhibit page numbers.*

Alabama issued Driver's License.....	1
Alabama Voter Registrant Information Card.....	2
Baldwin County Property Tax Records from 2006 to 2022.....	3-20
US Tax Form 1040 from 2006 to 2021.....	21-39



DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft



Registrant Information Card

Registrant # 050075684

Status ACTIVE

Status Reason ACTIVE REGISTRANT

Registration Date 05/24/2002

How Reg IN PERSON

LADD, LEAH P

MAILING ADDRESS

135 EASTON CIR
FAIRHOPE, AL 36532

Precinct DIST/PRECPART 0042.003

Birth Date 06/11/1970

Party PARTY NOT DESIGNATED

Gender FEMALE

Race WHITE

Reg Source BOARD OF REGISTRARS

Voter Needs Assistance

1

2

NVRA UPDATE

MOVED TO

ORIGINAL NAME

FED. CERT NO. 0500099770

DHR

MEDICAID

OPTIONAL FIELD 9

Signature of Voter

Registrant Receipt

Registrant # 050075684

Status ACTIVE

Status Reason ACTIVE REGISTRANT

Registration Date 5/24/2002

How Reg IN PERSON

LADD, LEAH P

MAILING ADDRESS

135 EASTON CIR
FAIRHOPE, AL 36532

Precinct DIST/PRECPART 0042.003

Birth Date [REDACTED]

Party PARTY NOT DESIGNATED

Gender FEMALE

Race WHITE

Reg Source BOARD OF REGISTRARS

Voter Needs Assistance

1

2

NVRA UPDATE

MOVED TO

ORIGINAL NAME

FED. CERT NO. 0500099770

DHR

MEDICAID

OPTIONAL FIELD 9

Signature of Voter



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2006

You are currently viewing a record for the 2006 tax year which began October 1, 2005 and ended September 30, 2006

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIRCLE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B THRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2006

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2006	REAL	\$ 1,273.38	\$ 1,273.38	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$30,660

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2007

You are currently viewing a record for the 2007 tax year which began October 1, 2006 and ended September 30, 2007

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIRCLE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B THRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2007

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2007	REAL	\$ 1,687.04	\$ 1,687.04	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$40,280

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2008

You are currently viewing a record for the 2008 tax year which began October 1, 2007 and ended September 30, 2008

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIRCLE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B THRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2008

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2008	REAL	\$ 1,496.98	\$ 1,496.98	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$35,860

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2009

You are currently viewing a record for the 2009 tax year which began October 1, 2008 and ended September 30, 2009

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIRCLE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B THRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2009

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2009	REAL	\$ 1,589.00	\$ 1,589.00	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$38,000

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2010

You are currently viewing a record for the 2010 tax year which began October 1, 2009 and ended September 30, 2010

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIRCLE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B THRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2010

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2010	REAL	\$ 1,395.50	\$ 1,395.50	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$33,500

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2011

You are currently viewing a record for the 2011 tax year which began October 1, 2010 and ended September 30, 2011

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIRCLE, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B THRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (WD-SURVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2011

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2011	REAL	\$ 1,361.96	\$ 1,361.96	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$32,720

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2021

You are currently viewing a record for the 2021 tax year which began October 1, 2020 and ended September 30, 2021

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIR, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B T HRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (STAT WD/S URVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2021

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2021	REAL	\$ 1,519.92	\$ 1,519.92	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$66,000
Improvement Value \$274,200
Total Appraised Value \$340,200
Total Taxable Value \$340,200
Assessment Value \$34,020

Subdivision Information

Code 6RC5
Name ROCK CREEK PHASE FIVE
Lot 484
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$66,000
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$274,200

Building Components

Improvement

Year Built	2000
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2809
Building Value	\$274,200

Computations

Stories	1.0
1st Level Sq. Ft.	2809
Add'l Level Sq. Ft.	0
Total Living Area	2809
Total Adjusted Area	3240

Materials and Features

Foundation	SLAB - 100
Exterior Walls	BRICK ON WOOD - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	HARDWOOD, SELECT - 75
Floors	CARPET & UNDERLA - 25
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX (WHIRLPOOL TUB) - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2809

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2022

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIR, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR

LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B T HRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (STAT WD/S URVIVORSHIP)

EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES WERE DUE ON 10/1/2022

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2022	REAL	\$ 1,645.04	\$ 0.00	\$ 1,645.04

Total Due: \$ 1,645.04

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$68,600
Improvement Value \$298,700
Total Appraised Value \$367,300
Total Taxable Value \$367,300
Assessment Value \$36,740

Subdivision Information

Code 6RC5
Name ROCK CREEK PHASE FIVE
Lot 484
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$68,600
RES/COM	1001	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$298,700

Building Components

Improvement

Year Built	2000
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2809
Building Value	\$298,700

Computations

Stories	1.0
1st Level Sq. Ft.	2809
Add'l Level Sq. Ft.	0
Total Living Area	2809
Total Adjusted Area	3240

Materials and Features

Foundation	SLAB - 100
Exterior Walls	BRICK ON WOOD - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	HARDWOOD, SELECT - 75
Floors	CARPET & UNDERLA - 25
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX (WHIRLPOOL TUB) - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2809

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



PROPERTY TAX
Baldwin County, Alabama

Current Date: 12/21/2022 Tax Year: 2023

⚠ Values and Taxes are estimates and are subject to change. [Click here](#) for the current amount due.

Parcel Info

PIN 229332
PARCEL 43-08-33-0-000-001.116
ACCOUNT NUMBER 196243
OWNER LADD, ERNEST F IV ETAL LADD, LEAH P
MAILING ADDRESS 135 EASTON CIR, FAIRHOPE, AL 36532
PROPERTY ADDRESS 135 EASTON CIR
LEGAL DESCRIPTION 104.9' X 145.1' LOT 484 PHASE FIVE ROCK CREEK SLIDE 1909-B T HRU 1911-A IN THE CITY OF FAIRHOPE SEC 33-T5S-R2E (STAT WD/S URVIVORSHIP)
EXEMPT CODE H1
TAX DISTRICT FAIRHOPE



Tax Information

TAXES ARE DUE ON 10/1/2023

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
229332	2023	REAL	\$ 1,645.04	\$ 0.00	\$ 1,645.04

Total Due: \$ 1,645.04

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$68,600
Improvement Value \$298,700
Total Appraised Value \$367,300
Total Taxable Value \$367,300
Assessment Value \$36,740

Subdivision Information

Code 6RC5
Name ROCK CREEK PHASE FIVE
Lot 484
Block
Type / Book / Page IN / N/A / 1788914
S/T/R 33-5S-2E

Detail Information

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.000 Acres	1110-SINGLE FAMILY RESIDENCE	3	Y	N	\$68,600
RES/COM	1	111 - SINGLE FAMILY RESIDENCE	-	3	Y	N	\$298,700

Building Components

Improvement

Year Built	2000
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2809
Building Value	\$298,700

Computations

Stories	1.0
1st Level Sq. Ft.	2809
Add'l Level Sq. Ft.	0
Total Living Area	2809
Total Adjusted Area	3240

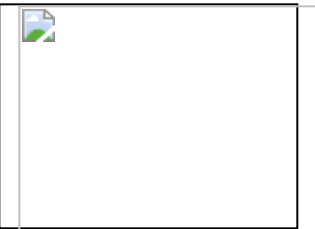
Materials and Features

Foundation	SLAB - 100
Exterior Walls	BRICK ON WOOD - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	HARDWOOD, SELECT - 75
Floors	CARPET & UNDERLA - 25
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 3FIX - 1
Plumbing	BATH 5FIX (WHIRLPOOL TUB) - 1
Fireplaces	FIREPLACE +1 PREFAB - 1
Heat/AC	FHA/AC - 2809

Photos

**No Photos Found **

Sketches



Tax Sales

NO TAX SALES FOUND

Christina Woerner McInnis

Document Attachments

Attachment Table of Contents

*Attachment page numbers are in the top left corner of each attachment.
Attachment page numbers are nested within Exhibit page numbers.*

Alabama issued Driver's License.....	1
Alabama Voter Registrant Information Card.....	2
Baldwin County Property Tax Records from 2006 to 2022.....	3-25
US Tax Form 1040 from 2006 to 2021.....	26-54

DOBs and SSNs of Individual Owners
redacted pursuant to Ala. Code § 41-13-6 to
protect individuals from disclosure of
personal information that could lead to
identity theft



~~REDACTED COPY~~
Registrant Information Card

Registrant # 030102572

Status ACTIVE

Status Reason ACTIVE REGISTRANT

Registration Date 07/24/2007

How Reg ELECTRONIC

MCINNIS, CHRISTINA WOERNER

MAILING ADDRESS

5606 E OAK RIDGE DR
ORANGE BEACH, AL 36561-4256

Precinct DIST/PRECPART 0041.003

Birth Date 06/10/1980

Party PARTY NOT DESIGNATED

Gender FEMALE

Race WHITE

Reg Source PROBATE/LICENSE COMM - ELECTRONIC - IN PER

Voter Needs Assistance

1

2

NVRA UPDATE

MOVED TO

ORIGINAL NAME

FED. CERT NO.

DHR

MEDICAID

OPTIONAL FIELD 9

Signature of Voter

Registrant Receipt

Registrant # 030102572

Status ACTIVE

Status Reason ACTIVE REGISTRANT

Registration Date 7/24/2007

How Reg ELECTRONIC

MCINNIS, CHRISTINA WOERNER

MAILING ADDRESS

5606 E OAK RIDGE DR
ORANGE BEACH, AL 36561-4256

Precinct DIST/PRECPART 0041.003

Birth Date [REDACTED]

Party PARTY NOT DESIGNATED

Gender FEMALE

Race WHITE

Reg Source PROBATE/LICENSE COMM - ELECTRONIC

Voter Needs Assistance

1

2

NVRA UPDATE

MOVED TO

ORIGINAL NAME

FED. CERT NO.

DHR

MEDICAID

OPTIONAL FIELD 9

Signature of Voter
Page 208 of 260



Current Date: 11/21/2022 Tax Year: 2006

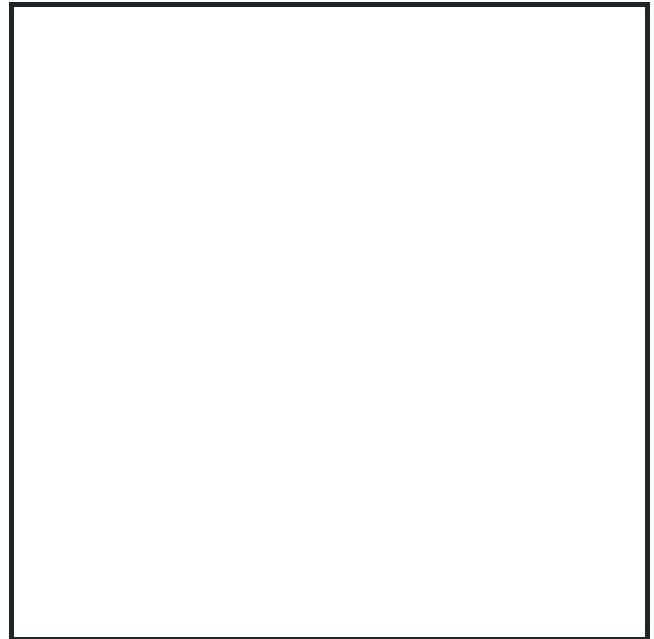
You are currently viewing a record for the 2006 tax year which began October 1, 2005 and ended September 30, 2006

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS 18789 CHELSI LANE, GULF SHORES, AL 36542
PROPERTY ADDRESS 18789 CHELSI LANE

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE H1
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2006

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2006	REAL	\$ 552.96	\$ 552.96	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$18,120

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

4

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2007

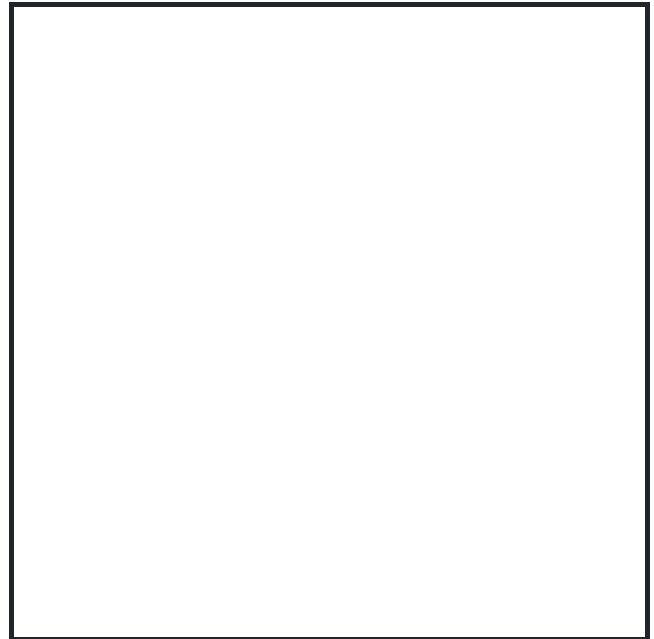
You are currently viewing a record for the 2007 tax year which began October 1, 2006 and ended September 30, 2007

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS P O BOX 1763, FOLEY, AL 36536
PROPERTY ADDRESS 18789 CHELSI LANE

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE H1
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2007

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2007	REAL	\$ 822.24	\$ 822.24	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$26,280

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

6

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2008

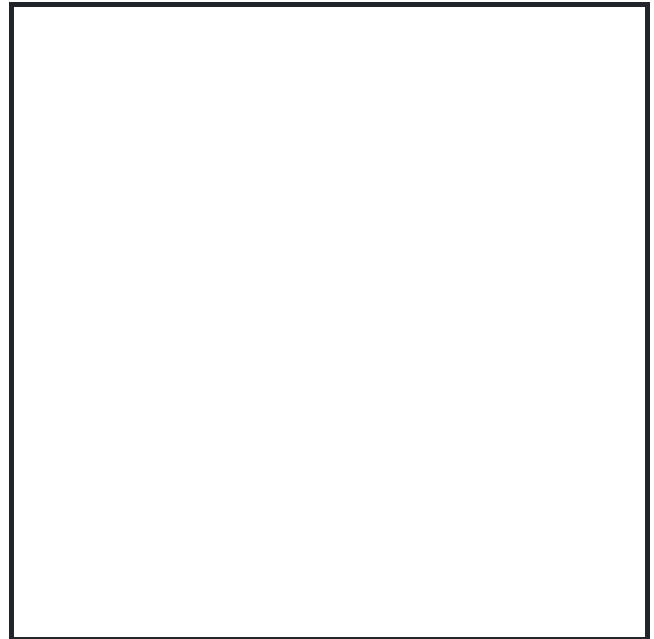
You are currently viewing a record for the 2008 tax year which began October 1, 2007 and ended September 30, 2008

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS,
 CHRI
MAILING ADDRESS P O BOX 1763, FOLEY, AL 36536
PROPERTY ADDRESS 18789 CHELSI LANE

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD
 SLIDE 2043-C & D GR SEC 38-T8S-
 R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE H1
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2008

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2008	REAL	\$ 717.30	\$ 717.30	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**

PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$23,100

Subdivision Information

Code
Name
Lot
Block
Type / Book / IN / N/A / 1918870
Page
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

8

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2009

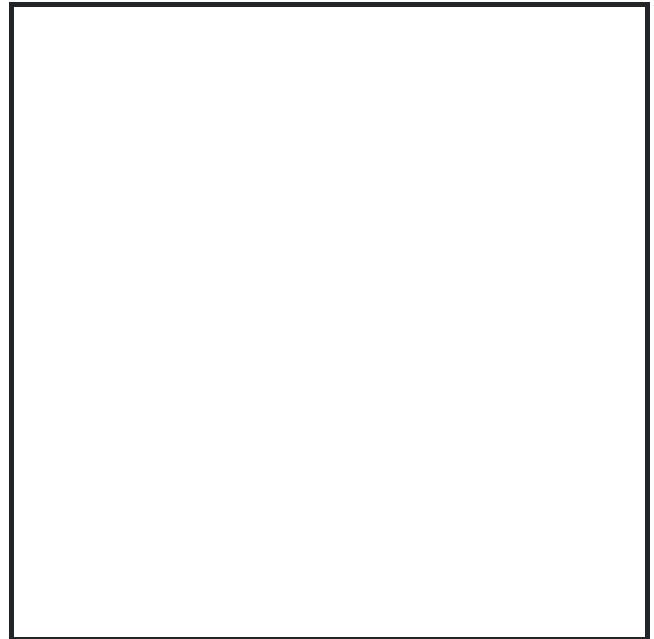
You are currently viewing a record for the 2009 tax year which began October 1, 2008 and ended September 30, 2009

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS P O BOX 1763, FOLEY, AL 36536
PROPERTY ADDRESS 18789 CHELSI LANE

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE H1
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2009

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2009	REAL	\$ 626.22	\$ 626.22	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$20,340

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

10

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2010

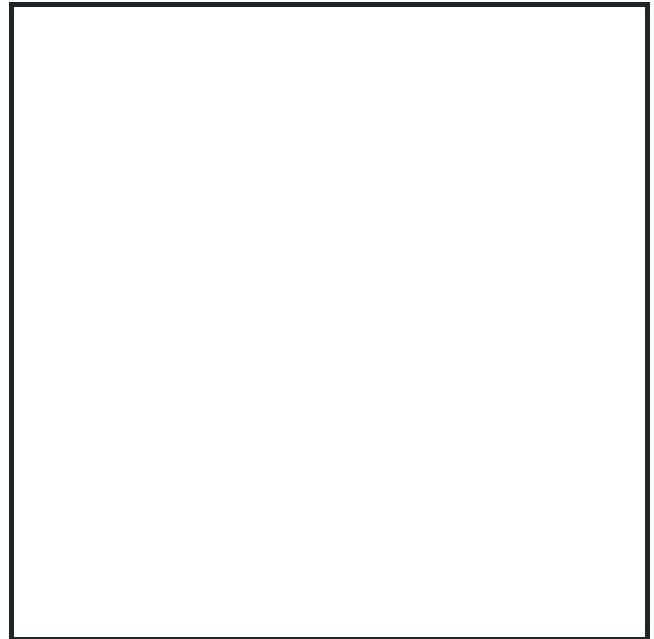
You are currently viewing a record for the 2010 tax year which began October 1, 2009 and ended September 30, 2010

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS P O BOX 1763, FOLEY, AL 36536
PROPERTY ADDRESS 18789 CHELSI LANE

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE H1
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2010

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2010	REAL	\$ 501.48	\$ 501.48	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$16,560

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

12

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2011

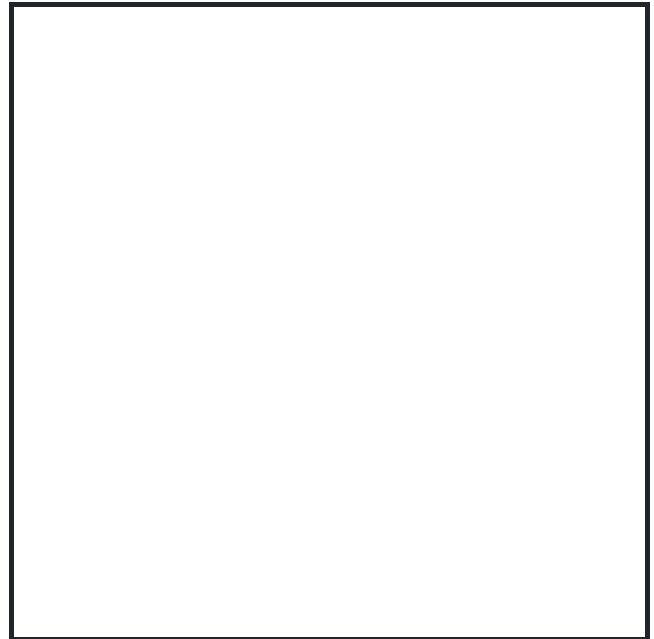
You are currently viewing a record for the 2011 tax year which began October 1, 2010 and ended September 30, 2011

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS 4875 BURKART LN, ORANGE BEACH, AL 36561
PROPERTY ADDRESS 18789 CHELSI LANE

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2011

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2011	REAL	\$ 515.46	\$ 515.46	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$15,620

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

14

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2012

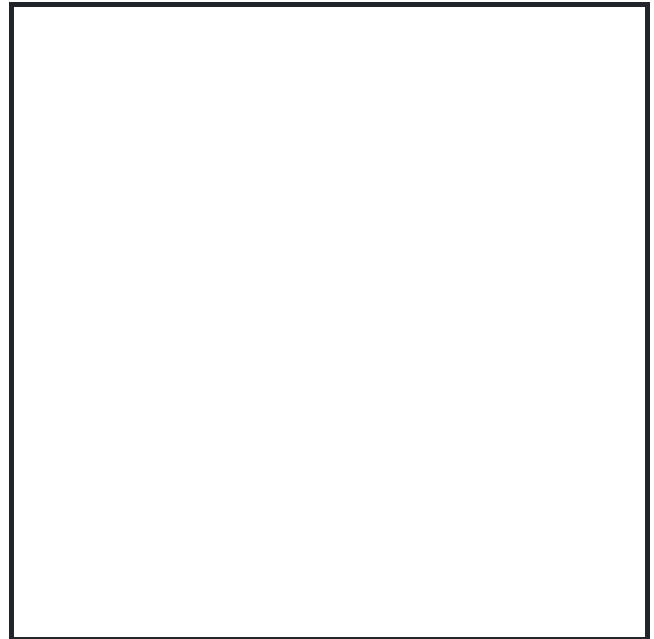
You are currently viewing a record for the 2012 tax year which began October 1, 2011 and ended September 30, 2012

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS 4875 BURKART LN, ORANGE BEACH, AL 36561
PROPERTY ADDRESS 18789 CHELSI LN

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2012

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2012	REAL	\$ 499.62	\$ 499.62	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$15,140

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

16

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2013

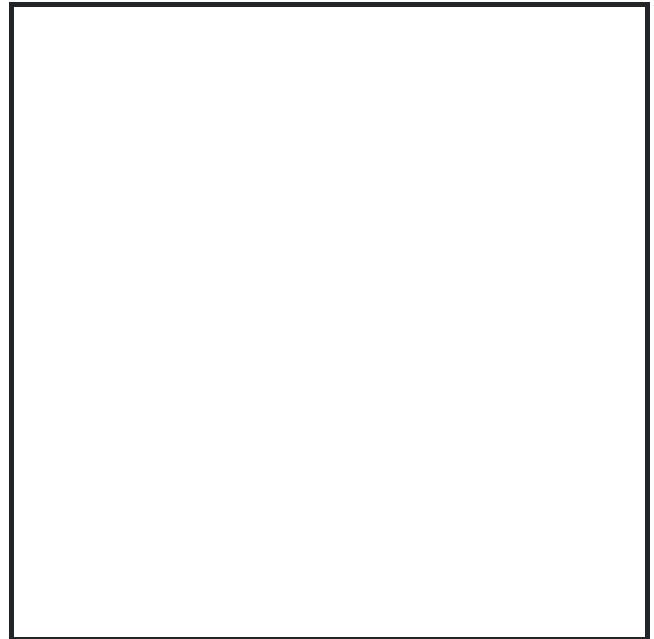
You are currently viewing a record for the 2013 tax year which began October 1, 2012 and ended September 30, 2013

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS 4875 BURKART LN, ORANGE BEACH, AL 36561
PROPERTY ADDRESS 18789 CHELSI LN

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2013

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2013	REAL	\$ 518.10	\$ 518.10	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$15,700

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

18

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2014

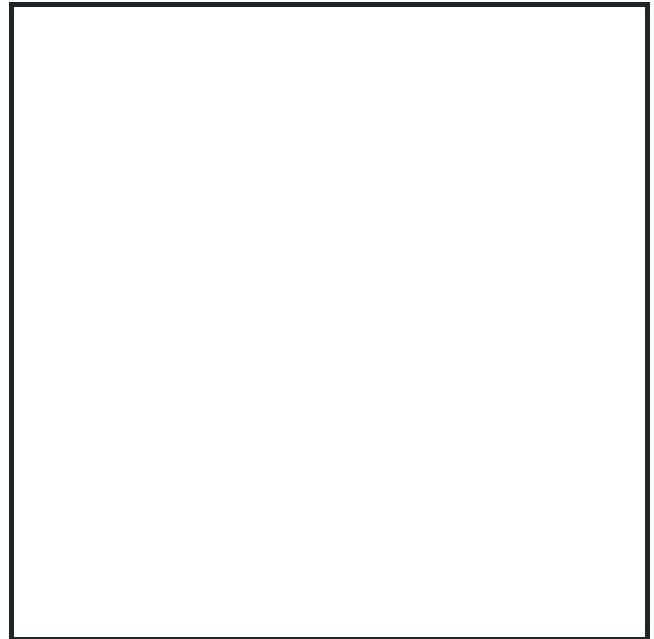
You are currently viewing a record for the 2014 tax year which began October 1, 2013 and ended September 30, 2014

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS 4875 BURKART LN, ORANGE BEACH, AL 36561
PROPERTY ADDRESS 18789 CHELSI LN

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2014

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2014	REAL	\$ 529.98	\$ 529.98	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$16,060

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

20

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND

© 2022, All Rights Reserved.



Current Date: 11/21/2022 Tax Year: 2015

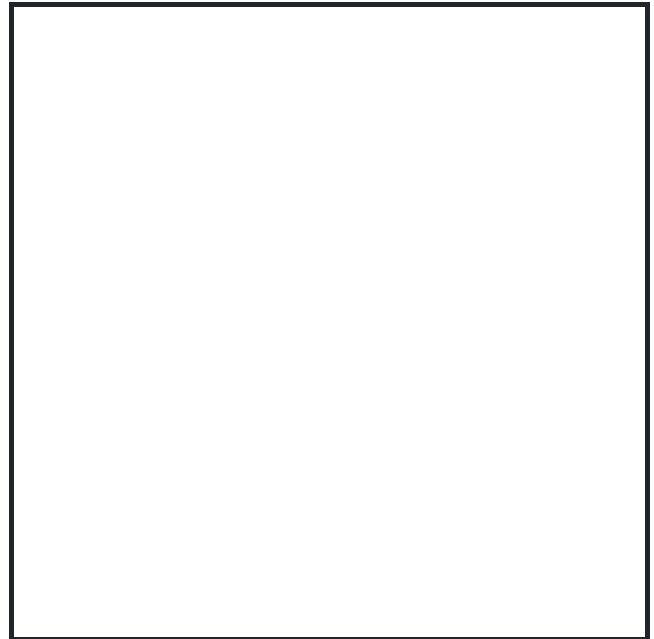
You are currently viewing a record for the 2015 tax year which began October 1, 2014 and ended September 30, 2015

Parcel Info

PIN 241950
PARCEL 61-09-38-0-000-072.019
ACCOUNT NUMBER 228013

OWNER MCINNIS, TIMOTHY N II ETAL MCINNIS, CHRI
MAILING ADDRESS 4875 BURKART LN, ORANGE BEACH, AL 36561
PROPERTY ADDRESS 18789 CHELSI LN

LEGAL DESCRIPTION 60' X 156.4' LOT 3 SUMMERWOOD SLIDE 2043-C & D GR SEC 38-T8S-R4E (WD/SURVIVORSHIP)(IN#923060)
EXEMPT CODE
TAX DISTRICT GULF SHORES



Tax Information

TAXES WERE DUE ON 10/1/2015

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
241950	2015	REAL	\$ 588.72	\$ 588.72	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE **N/A**
PAID BY

Property Values

Total Acres
Use Value \$0
Land Value \$0
Improvement Value \$0
Total Appraised Value \$0
Total Taxable Value \$0
Assessment Value \$17,840

Subdivision Information

Code
Name
Lot
Block
Type / Book / Page IN / N/A / 1918870
S/T/R 38-8S-4E

Detail Information

REDACTED COPY

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
------	-----	-------------	----------	----	----	----	-----------------

Building Components

Photos

**No Photos Found **

Sketches

** No Building Sketches Found **

Tax Sales

NO TAX SALES FOUND



Current Date: 12/13/2022 Tax Year: 2022

Parcel Info

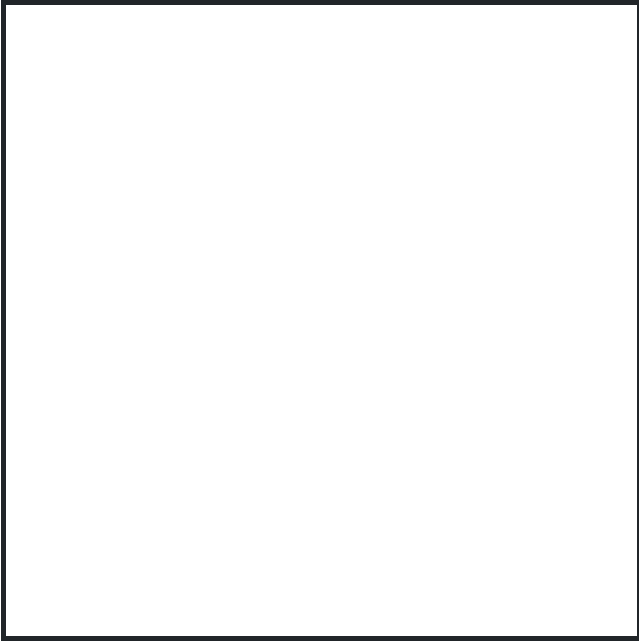
PIN 12835
 PARCEL 62-07-37-0-001-204.000
 ACCOUNT NUMBER 228013

OWNER MCINNIS, CHRISTINA W ETAL
 MCINNIS, TIMOT AND HY NEAL II

MAILING ADDRESS 105 ALSWAY CT, FAIRHOPE, AL 36532
 PROPERTY ADDRESS 5606 OAK RIDGE DR E

LEGAL DESCRIPTION 56.1' X 470' LOT 23 PERDIDO GATE
 SUB IN THE CITY OF ORANGE B EACH
 SEC 37-T8S-R5E (WD-SURVIVORSHIP)

EXEMPT CODE
 TAX DISTRICT ORANGE BEACH



Tax Information

TAXES WERE DUE ON 10/1/2022

PPIN	YEAR	TAX TYPE	TAX DUE	PAID	BALANCE
12835	2022	REAL	\$ 3,515.52	\$ 3,515.52	\$ 0.00

Total Due: \$ 0.00

LAST PAYMENT DATE 12/4/2022

PAID BY *MCINNIS, TIMOTHY N ETAL MCINNIS, CHRISTI

Property Values

Total Acres 0.86
 Use Value \$0
 Land Value \$712,800
 Improvement Value \$385,800
 Total Appraised Value \$1,098,600
 Total Taxable Value \$1,098,600
 Assessment Value \$109,860

Subdivision Information

Code 1PG
 Name PERDIDO GATE
 Lot 23
 Block
 Type / Book / Page IN / N/A / 1567732
 S/T/R 37-8S-5E

Detail Information

REDACTED COPY

24

TYPE	REF	DESCRIPTION	LAND USE	TC	HS	PN	APPRAISED VALUE
LAND	1	0.860 Acres	1700-WATERFRONT IMPROVED	3	N	N	\$712,800
RES/COM	1001111	- SINGLE FAMILY RESIDENCE	-	3	N	N	\$339,300
DOCK/DECK	3	31WDSWD - WOOD DECK SOFTWOOD	-	3	N	N	\$17,500
PAVING	4	34PTTLC - PATIO QUARRY TILE ON CONCRETE RES	-	3	N	N	\$29,000

Building Components

Improvement

Year Built	1987
Year Remodeled	2018
Structure	SINGLE FAMILY RESIDENCE
Structure Code	111
Total Living Area	2925
Building Value	\$339,300

Computations

Stories	1.0
1st Level Sq. Ft.	2925
Add'l Level Sq. Ft.	0
Total Living Area	2925
Total Adjusted Area	3005

Materials and Features

Foundation	SLAB - 100
Exterior Walls	WOOD & SHEATHING - 100
Roof Type	HIP-GABLE - 100
Roof Material	ASPH.SHINGLE HVY - 100
Floors	TILE, CERAMIC - 100
Interior Finish	DRYWALL - 100
Plumbing	AVERAGE - 100
Plumbing	BATH 4FIX (WHIRLPOOL TUB) - 1
Fireplaces	FIREPLACE +1 W/1 OPENING - 1
Heat/AC	FHA/AC - 2925

Improvement

Year Built	2019
Structure	WOOD DECK SOFTWOOD
Structure Code	31WDSWD
Total Living Area	768
Building Value	\$17,500

Computations

Stories	1.0
1st Level Sq. Ft.	768
Add'l Level Sq. Ft.	0
Total Living Area	768
Total Adjusted Area	768

Materials and Features

** No Materials / Features For This Improvement **

Improvement

REDACTED COPY Materials and Features

25

Year Built 2019
Structure PATIO QUARRY TILE ON CONCRETE RES
Structure Code 34PTTLC
Total Living Area 1494
Building Value \$29,000

**** No Materials / Features For This Improvement ****

Computations

Stories 1.0
1st Level Sq. Ft. 1494
Add'l Level Sq. Ft. 0
Total Living Area 1494
Total Adjusted Area 1494

Photos

****No Photos Found ****

Sketches

**** No Building Sketches Found ****

Tax Sales

****NO TAX SALES FOUND****

© 2022, All Rights Reserved.

Tax returns, tax information, and tax records exempted from public disclosure pursuant to Ala. Code § 40-2A-10.

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.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 3 – Commercial Horticultural or Agronomic Production Experience

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

The individuals and entities that make up 92% of the ownership in the Applicant have **over 150 years of cumulative experience** in the field of commercial horticulture and/or agronomic production. The names of those entities and individuals, their ownership interest in the Applicant, the number of years of agricultural experience, and the records attached proving their agricultural experience is listed in the table below and described in more detail in the summary that follows.

Flowerwood Medical Cannabis, LLC – Agricultural Experience Summary Table

Individual/Entity	Ownership	Years	Records Attached
Plant Development Services, Inc	8.28%	26 years	<ol style="list-style-type: none"> 1. Department of Agriculture and Industries Nursery Grower Inspection Certificates from 1999 to 2023 2. Certificate of Formation from Alabama Secretary of State establishing Plant Development Services Inc. as an Alabama Domestic Corporation as of 09/25/1996 3. Collection of Articles from agricultural trade magazines featuring Plant Development Services, Inc.
Flowerwood Management, Inc	8.28%	26 years	<ol style="list-style-type: none"> 1. Certificate of Formation from Alabama Secretary of State establishing Flowerwood Management Inc. as an Alabama Domesdtic Corporation as of 09/25/1996
Gregory L. Smith, Jr.	16.56%	45 years	<ol style="list-style-type: none"> 1. Employment Verification Letter from Flowerwood Nursery, Inc confirming employment with the company since 1975; 2. Article from July 2022 Greenhouse Grower Magazine featuring Flowerwood Nursery and Mr. Smith
Ellis V. Ollinger, III	16.56%	31 years	<ol style="list-style-type: none"> 1. Employment Verification Letter from Flowerwood Nursery, Inc

			confirming employment with the company since 1991; 2. Article from July 2022 Greenhouse Grower Magazine featuring Flowerwood Nursery and Mr. Ollinger
Kevin C. Northrop	16.56%	8 years	1. Employment Verification Letter from Plant Development Services, Inc. confirming employment with the company since 2014
Leah P. Ladd	16.56%	5 years	1. Employment Verification Letter from Plant Development Services, Inc. confirming employment with the company since 2017
Christina Woerner McInnis	9.2%	15 years	1. Sworn Affidavit from Donna Gates, CFO, Woerner Companies, attesting that Ms. Woerner McInnis has at least 15 years of agricultural experience working for Woerner Farms; 2. Article from May 2021 Business Alabama featuring Ms. Woerner McInnis' company SoilKit
TOTAL:	92%	156 years	

Brief Summary of Experience

Plant Development Services, Inc.:

Founded in 1996, Plant Development Services, Inc. ("PDSI"), an affiliate of Flowerwood Nursery, Inc. (a commercial wholesale nursery established in Mobile, Alabama in 1936), is a horticulture research, development, and brand management company. The company trials new genetic plant varieties at its facility in Loxley, Alabama, and introduces new plants to the marketplace that are designed to solve specific landscape challenges. PDSI markets and sells new plant varieties through its branded plant collections: Encore Azaleas; Southern Living Plant Collection; Sunset Plant Collection; Better Boxwood; and Butterfly Candy Buddleia. PDSI patents many of the varieties in its plant collections and it markets and promotes its plants to the industry and directly to consumers across the United States. Gregory L. Smith founded PDSI in 1996 and continues to serve as President (see below for more information on Mr. Smith).

Flowerwood Management, Inc.:

Founded in 1996, Flowerwood Management, Inc., dba Flowerwood Trucking, an affiliate of Flowerwood Nursery, Inc. (a commercial wholesale nursery established in Mobile, Alabama in 1936), is an agricultural trucking company that hauls plants, peanuts, and produce throughout the United States.

Gregory L. Smith, Jr.:

Gregory L. Smith has been the President of Flowerwood Nursery, Inc. ("Flowerwood") since 2006. Flowerwood is a commercial wholesale nursery established in Mobile, Alabama in 1936 by Mr. Smith's grandfather, Harry Smith. The company propagates, grows, and sells over 500 varieties of landscaping plants in 2 million square feet of controlled-environment production, including shrubs, ornamental trees, grasses, and perennials. Flowerwood sells its plants to mass merchant retail stores, including Lowe's, Home Depot, and Walmart, independent nurseries, and landscape professional is approximately 20 states in the Southern, Mid-Atlantic, and East Coast regions of the U.S. Flowerwood's principal offices and main nursery are located in Loxley, Alabama, with five additional nursery locations in Mobile, Grand Bay, and Ranburne, Alabama, Cairo, Georgia, and Bushnell, Florida. Flowerwood currently employs 650 year-round employees. Prior to taking on the role of President, Mr. Smith served for 16 years as the manager of all Flowerwood nursery locations. He has held various roles at Flowerwood for over fifty years and has been a full-time employee since 1975. Mr. Smith is the third generation to lead Flowerwood Nursery.

Ellis V. Ollinger, III:

Ellis V. Ollinger, III has been the Chief Executive Officer of Flowerwood Nursery, Inc. ("Flowerwood") since 2005. Flowerwood is a commercial wholesale nursery established in Mobile, Alabama in 1936. The company propagates, grows, and sells over 500 varieties of landscaping plants in 2 million square feet of controlled-environment production, including shrubs, ornamental trees, grasses, and perennials. Flowerwood sells its plants to mass merchant retail stores, including Lowe's, Home Depot, and Walmart, independent nurseries, and landscape professional is approximately 20 states in the Southern, Mid-Atlantic, and East Coast regions of the U.S. Flowerwood's principal offices and main nursery are located in Loxley, Alabama, with five additional nursery locations in Mobile, Grand Bay, and Ranburne, Alabama, Cairo, Georgia, and Bushnell, Florida. Flowerwood currently

employs 650 year-round employees. Mr. Ollinger has been employed with Flowerwood since 1991. Prior to becoming CEO, he also served as the production manager for ground cover plants, the manager of Flowerwood Trucking, and the sales and general corporate strategy manager.

Kevin C. Northrop:

Kevin Northrop has been the Vice-President of Marketing and Operations for Plant Development Services, Inc. (“PDSI”) since 2018. Previous to that, he spent four years from 2014 to 2018 as PDSI’s Director of Operations. Founded in 1996, PDSI is an affiliate of Flowerwood Nursery, Inc., a commercial wholesale nursery established in Mobile, Alabama in 1936. PDSI is a horticulture research, development, and brand management company. The company trials new genetic plant varieties at its facility in Loxley, Alabama, and introduces new plants to the marketplace that are designed to solve specific landscape challenges. PDSI markets and sells new plant varieties through its branded plant collections: Encore Azaleas; Southern Living Plant Collection; Sunset Plant Collection; Better Boxwood; and Butterfly Candy Buddleia. PDSI patents many of the varieties in its plant collections and it markets and promotes its plants to the industry and directly to consumers across the United States.

Leah P. Ladd:

Leah Ladd has been General Counsel for Plant Development Services, Inc. (“PDSI”) since 2017. Founded in 1996, PDSI is an affiliate of Flowerwood Nursery, Inc., a commercial wholesale nursery established in Mobile, Alabama in 1936. PDSI is a horticulture research, development, and brand management company. The company trials new genetic plant varieties at its facility in Loxley, Alabama, and introduces new plants to the marketplace that are designed to solve specific landscape challenges. PDSI markets and sells new plant varieties through its branded plant collections: Encore Azaleas; Southern Living Plant Collection; Sunset Plant Collection; Better Boxwood; and Butterfly Candy Buddleia. PDSI patents many of the varieties in its plant collections and it markets and promotes its plants to the industry and directly to consumers across the United States.

Christina Woerner McInnis:

Christina Woerner McInnis is the CEO and founder of AgriTech Corp. and a shareholder in Woerner Family Companies, one of the largest sod producers in the country.

Indeed, Woerner Farms has been successfully in the farming business for over 100 years. Woerner Farms produces a full array of environmentally friendly landscaping products as well as test crops of sugar cane, sweet sorghum, and energy beets for use in alternative energy development. As the creator of SoilKit, AgriTech Corp.'s flagship product, Christina has led product development from its earliest stages. After an initial proof-of-concept year in 2019, Christina founded AgriTech and ramped up hiring, product development and sales for SoilKit. In 2020, the company received its minority women-owned certification from the Alabama Department of Economic and Community Affairs. Under Christina's leadership, AgriTech in its first year of operation landed contracts with eight lawn and garden distributors, one major land grant university, one big-box retailer and dozens of landscape companies. She was Capital One's Catapult Winner in 2022 and WBENC's Smart Tank Winner.

Attachment Documents Table of Contents

Plant Development Services, Inc. Documents.....	6
Flowerwood Management, Inc. Documents.....	50
Gregory L. Smith, Jr. Documents.....	56
Ellis V. Ollinger, III. Documents.....	61
Kevin Northrop Documents.....	66
Leah P. Ladd Documents.....	69
Christina Woerner McInnis.....	72

Plant Development Services, Inc.
Experience Documents

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF



ALABAMA

Fee \$230.00

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY #223

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 10/11/2022

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

CHRISTEL F. STEWART
PLANT PEST ADMINISTRATOR

Rick Pate
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF



ALABAMA

Fee \$230.00

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY #223

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 10/11/2022

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

CHRISTEL F. STEWART
PLANT PEST ADMINISTRATOR

Rick Pate
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF



ALABAMA

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY # 223

THIS IS TO CERTIFY THAT PLANT DEVELOPMENT SERVICES

17325 COUNTY RD 68 LOXLEY, AL 36551-3201

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

ISSUED AT MONTGOMERY ALABAMA ON 9/15/2021

THIS CERTIFICATE EXPIRES 9/30/2022 UNLESS PREVIOUSLY REVOKED.

Handwritten signature of Christel F. Stewart.

CHRISTEL F. STEWART
PLANT PEST ADMINISTRATOR

Handwritten signature of Rick Pate.

Rick Pate
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF



ALABAMA

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY # 223

THIS IS TO CERTIFY THAT PLANT DEVELOPMENT SERVICES

17325 COUNTY RD 68 LOXLEY, AL, 36551-3201

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

ISSUED AT MONTGOMERY ALABAMA ON 9/16/2020

THIS CERTIFICATE EXPIRES 9/30/2021 UNLESS PREVIOUSLY REVOKED.

Christel F. Stewart
CHRISTEL F. STEWART
PLANT PEST ADMINISTRATOR

Rick Pate
Rick Pate
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF



ALABAMA

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY # 223

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICES

17325 COUNTY RD 68 LOXLEY, AL
36551-3201

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

ISSUED AT MONTGOMERY ALABAMA ON 9/19/2019

THIS CERTIFICATE EXPIRES 9/30/2020 UNLESS PREVIOUSLY REVOKED.

CHRISTEL F. STEWART
PLANT PEST ADMINISTRATOR

Rick Pate
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

License Type: Integrated Facility

STATE OF



ALABAMA

Fee \$125.00

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY #223

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 9/28/2018

THIS CERTIFICATE EXPIRES 9/30/2019 UNLESS PREVIOUSLY REVOKED.

CHRISTEL F. STEWART
PLANT PEST ADMINISTRATOR

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

License Type: Integrated Facility

STATE OF



ALABAMA

Fee \$230.00

NURSERY GROWER INSPECTION CERTIFICATE

NURSERY #223

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 9/20/2017

THIS CERTIFICATE EXPIRES 9/30/2018 UNLESS PREVIOUSLY REVOKED.

CHRISTEL HARDEN
PLANT PEST ADMINISTRATOR

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF



ALABAMA

2016107919

Fee \$125.00

NURSERY GROWER INSPECTION CERTIFICATE

223

THIS IS TO CERTIFY THAT
PLANT DEVELOPMENT SERVICE INC
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 9/14/2016

THIS CERTIFICATE EXPIRES 9/30/2017 UNLESS PREVIOUSLY REVOKED.

CHRISTEL HARDEN
PLANT PEST ADMINISTRATOR

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

License Type: Integrated Facility

STATE OF



ALABAMA

2015098719

Fee \$125.00

NURSERY GROWER INSPECTION CERTIFICATE

16-169

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVI
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 8/27/2015

THIS CERTIFICATE EXPIRES 9/30/2016 UNLESS PREVIOUSLY REVOKED.

CHRISTEL HARDEN
PLANT PEST ADMINISTRATOR

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

License Type: Integrated Facility

STATE OF



ALABAMA

2014084269

Fee \$125.00

NURSERY GROWER INSPECTION CERTIFICATE

15-210

THIS IS TO CERTIFY THAT
PLANT DEVELOPMENT SERVI
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 9/9/2014

THIS CERTIFICATE EXPIRES 9/30/2015 UNLESS PREVIOUSLY REVOKED.

Dennis Barclift
Plant Pest Administrator

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

License Type: Integrated Facility

STATE OF



ALABAMA

2013062329

Fee \$50.00

NURSERY GROWER INSPECTION CERTIFICATE

14-140

THIS IS TO CERTIFY THAT
PLANT DEVELOPMENT SERVI
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 9/4/2013

THIS CERTIFICATE EXPIRES 9/30/2014 UNLESS PREVIOUSLY REVOKED.

Dennis Barclift
Plant Pest Administrator

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

License Type: Integrated Facility

STATE OF



ALABAMA

2012041089

Fee \$50.00

NURSERY GROWER INSPECTION CERTIFICATE

13-437

THIS IS TO CERTIFY THAT
PLANT DEVELOPMENT SERVI
P O BOX 670
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 12/17/2012

THIS CERTIFICATE EXPIRES 9/30/2013 UNLESS PREVIOUSLY REVOKED.

Dennis Barclift
Plant Pest Administrator

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

STATE OF



ALABAMA

2011016423

Fee \$50

NURSERY GROWER INSPECTION CERTIFICATE

12-0102

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVI
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

ISSUED AT MONTGOMERY ALABAMA ON 9/9/2011

THIS CERTIFICATE EXPIRES 9/30/2012 UNLESS PREVIOUSLY REVOKED.

Dennis Barclift
Plant Pest Administrator

John McMillan
Commissioner Of Agriculture And Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

276190

STATE OF



ALABAMA

142

\$ 50

NURSERY GROWER INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE I
17325 COUNTY ROAD 68
LOXLEY, AL 36551

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

Issued at Montgomery, Alabama 6/30/2010

THIS CERTIFICATE EXPIRES 9/30/2011

UNLESS PREVIOUSLY REVOKED

DENNIS BARCLIFT
PLANT PEST ADMINISTRATOR

RON SPARKS
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

266951



\$ 125

142

NURSERY GROWER INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE I
 17325 COUNTY ROAD 68
 LOXLEY, AL 36551

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

Issued at Montgomery, Alabama 9/9/2009

THIS CERTIFICATE EXPIRES 9/30/2010

UNLESS PREVIOUSLY REVOKED

DENNIS BARCLIFT
 PLANT PEST ADMINISTRATOR

RON SPARKS
 Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

232188



09-0087

\$ 230.00

NURSERY GROWER INSPECTION CERTIFICATE
PDSI

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
 GREG SMITH
 17325 CO RD 68
 LOXLEY AL 36551

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

Issued at Montgomery, Alabama AUGUST 15, 2008

THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2009 UNLESS PREVIOUSLY REVOKED

DENNIS BARCLIFT
 PLANT PEST ADMINISTRATOR

RON SPARKS
 Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES



STATE OF ALABAMA

224396

08-0267

\$ 230.00

NURSERY GROWER INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
TOM MEADOWS
17325 CO RD 68
LOXLEY AL 36551

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

Issued at Montgomery, Alabama AUGUST 30, 2007

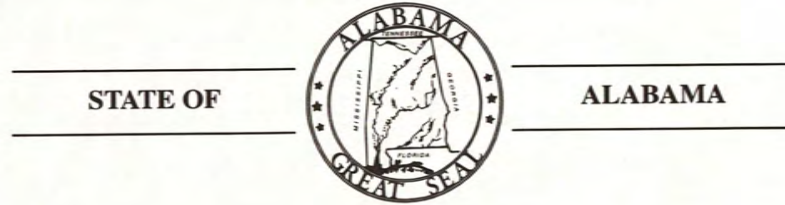
THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2008 UNLESS PREVIOUSLY REVOKED

DR. TOMM JOHNSON
PLANT PEST ADMINISTRATOR

RON SPARKS
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

204491



07-0291

\$ 230.00

NURSERY GROWER INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
 TOM MEADOWS
 17325 CO RD 68
 LOXLEY AL 36551

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

Issued at Montgomery, Alabama SEPTEMBER 5, 2006

THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2007 UNLESS PREVIOUSLY REVOKED

DR. TOMM JOHNSON
 PLANT PEST ADMINISTRATOR

RON SPARKS
 Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES



181293
06-0152

\$ 230.00

NURSERY GROWER INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERVICE INC
 MR JIM BERRY
 17325 CO RD 68
 LOXLEY AL 36551

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

Issued at Montgomery, Alabama AUGUST 24, 2005

THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2006 UNLESS PREVIOUSLY REVOKED

DR. TOMM JOHNSON
 PLANT PEST ADMINISTRATOR

RON SPARKS
 Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES



STATE OF

ALABAMA

162811

\$ 230.00

05-0073

NURSERY INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERV INC
PR BERRY
17325 CO RD 68
LOXLEY AL 36551

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

Issued at Montgomery, Alabama **AUGUST 18, 2004**

THIS CERTIFICATE EXPIRES **SEPTEMBER 30, 2005** UNLESS PREVIOUSLY REVOKED

DR. TOMM JOHNSON
PLANT PEST ADMINISTRATOR

RON SPARKS
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

144181

STATE OF

ALABAMA



\$ 50.00

144

NURSERY INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERV INC
MR BERRY
17325 CO RD 68
LOXLEY AL 36551

COPY

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

Issued at Montgomery, Alabama AUGUST 27, 2003

THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2004

UNLESS PREVIOUSLY REVOKED

DR. TOMM JOHNSON
PLANT PEST ADMINISTRATOR

RON SPARKS
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

125875



\$50.00

0269

NURSERY INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERV INC
 MR BERRY
 17325 CO RD 68
 LOXLEY AL 36551

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

Issued at Montgomery, Alabama **SEPTEMBER 4, 2002**

THIS CERTIFICATE EXPIRES **SEPTEMBER 30, 2003**

UNLESS PREVIOUSLY REVOKED

THOMAS EVAN JOHNSON PH.D.
 PROGRAM MANAGER

CHARLES BISHOP
 Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

107995



\$ 50.00

0388

NURSERY INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERV INC
 MR BERRY
 17325 CO RD 68
 LOXLEY AL 36551

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

Issued at Montgomery, Alabama

SEPTEMBER 12, 2001

THIS CERTIFICATE EXPIRES

SEPTEMBER 30, 2002

UNLESS PREVIOUSLY REVOKED

GUY W KARR
 PLANT PEST ADMINISTRATOR

CHARLES BISHOP
 Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

34372

STATE OF

ALABAMA



\$ 50.00

0151

NURSERY INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERV INC
MR BERRY
17325 CO RD 68
LOXLEY AL 36551

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

Issued at Montgomery, Alabama AUGUST 16, 2000

THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2001

UNLESS PREVIOUSLY REVOKED

GUY W KARR
PLANT PEST ADMINISTRATOR

CHARLES BISHOP
Commissioner of Agriculture and Industries

DEPARTMENT OF AGRICULTURE AND INDUSTRIES

76359

STATE OF



ALABAMA

\$ 50.00

0527

NURSERY INSPECTION CERTIFICATE

THIS IS TO CERTIFY THAT

PLANT DEVELOPMENT SERV INC
MR BERRY
17325 CO RD 68
LOXLEY AL 36551

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

Issued at Montgomery, Alabama OCTOBER 27, 1999

THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2000 UNLESS PREVIOUSLY REVOKED

GUY W KARR
PLANT PEST ADMINISTRATOR

CHARLES BISHOP
Commissioner of Agriculture and Industries

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Plant Development Services, Inc., as received and filed in the Office of the Secretary of State on 09/25/1996.

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.

12/14/2022

Date



John H. Merrill

Secretary of State



20221214000008742

ARTICLES OF INCORPORATION

THE STATE OF ALABAMA
BALDWIN COUNTY
I Adnan T. Johns
Judge of Probate in and
for said State and County, do hereby certify that the
within and foregoing is a true and correct copy of
as the same appears of record in my office on this date.
Record Book Misc Page 710-12
3rd Given under my hand and seal of office this
10th day of October 1996
Adnan T. Johns
Judge of Probate

We, the undersigned, as proper persons acting as incorporators of a corporation under the laws of the state of Alabama, adopt the following articles of incorporation:

ARTICLE ONE

The name of the corporation is: PLANT DEVELOPMENT SERVICES INC.

ARTICLE TWO

The period of its duration is: perpetual.

ARTICLE THREE

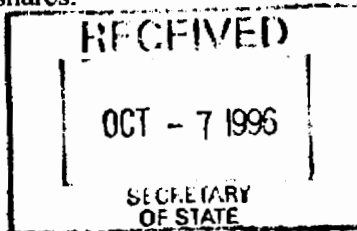
The purpose of the corporation is: the origination, development, and marketing of proprietary and other plants; and to transact any or all business for which corporations may be incorporated under the Alabama Business Corporation Act.

ARTICLE FOUR

The aggregate number of authorized shares is: ten thousand (10,000) with a par value of ten dollars (\$10.00) per share.

ARTICLE FIVE

The corporation will not commence business until at least ten thousand (\$10,000.00) dollars have been received by it as consideration for the issuance of shares.



RECORDED
SEP 25 11 41 AM '96
36.00
OFFICE OF THE JUDGE OF PROBATE
BALDWIN COUNTY
1000 AVENUE T, SOUTH CENTRAL
FELIX, ALABAMA 36504-0000

MISS00390 PAGE 0710

ARTICLE SIX

Cumulative voting of shares of stock is authorized.

ARTICLE SEVEN

Provisions limiting or denying to shareholders the pre-emptive right to acquire additional or treasury shares of the corporation are: none.

ARTICLE EIGHT

Provisions for regulating the internal affairs of the corporation are: affirmation by a simple majority of shares.

ARTICLE NINE

The address of the initial registered office of the corporation is: 15315 Kelly Road, Loxley, Alabama 36551 and the name of its initial registered agent at such address is:

Gregory L. Smith Jr.

ARTICLE TEN

Address of the principal place of business is: 15315 Kelly Road, Loxley, Alabama 36551.

ARTICLE ELEVEN

The number of directors constituting the initial board of directors of the corporation is one, and the names and address of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
Gregory L. Smith Jr.	PO Box 7, Loxley, AL. 36551

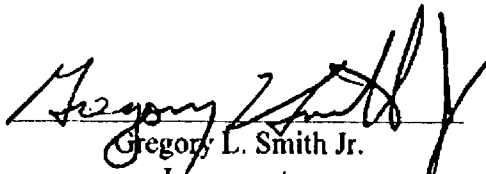
HSN 0090 PAGE 0711

ARTICLE TWELVE

The name and address of each incorporator is:

Name	Address
Gregory L. Smith Jr.	P. O. Box 7, Loxley, AL. 36551

IN WITNESS WHEREOF, THE UNDERSIGNED, being the incorporator of the above styled corporation, hereunto subscribes his name as of this 25 day of Sept, 1996.



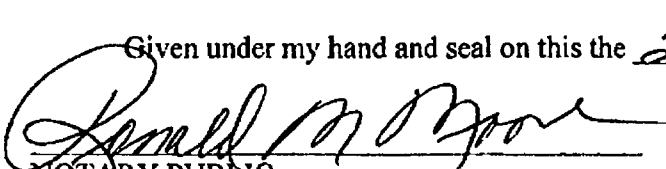
 Gregory L. Smith Jr.
 Incorporator

MISC 0090 PAGE 0712

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County and State, hereby certify that Gregory L. Smith, Jr. whose name is signed to the foregoing Articles of Incorporation of PLANT DEVELOPMENT SERVICES INC. and who is known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Incorporation, executed the same voluntarily on the day the same bears date and said Articles are the act and deed of the signer and the facts stated therein are true.

Given under my hand and seal on this the 25 day of Sept, 1996



 NOTARY PUBLIC
 My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 14, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Plant Development Services, Inc.

This domestic corporation name is proposed to be incorporated in Baldwin County and is for the exclusive use of Gregory L Smith Jr, P O Box 708, Loxley, AL 36551 for a period of one hundred twenty days beginning September 17, 1996 and expiring January 16, 1997.



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

September 17, 1996

Date

A handwritten signature in cursive script that reads "Jim Bennett".

Jim Bennett

Secretary of State



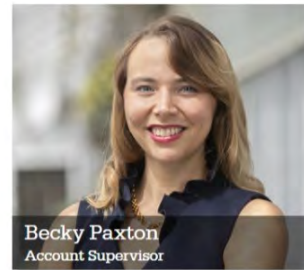
Loxley, AL — Plant Development Services, Inc. introduces plants that solve landscape challenges and have a high impact on the marketplace.

Working closely with the nation's top growers and breeders, Plant Development Services brings plants to market that have highly marketable and recognizable trait improvements, providing the resources and services necessary to ensure these new plant introductions are a success in the marketplace. Each plant is the result of evaluations, trials and research.

With a comprehensive grower network, Plant Development Services is able to manage distribution to all regions and market channels. Plant Development Services brands include: Encore® Azalea, the world's best-selling reblooming azalea, and the Southern Living® Plant Collection, the most recognized name in the gardening lifestyle industry in the South, and the Sunset Plant Collection, the first live plant collection to focus exclusively on top performing plants for the Western gardener.

View All Hits

For more information visit: <https://plantdevelopment.com/>



Becky Paxton Account Supervisor

Plant Development Services, Inc. News

New Growth for Garden Media Group

I BELIEVE IN Me. Our 2023 Garden Trends Report

DOWNLOAD

GROW

Our Marketing and PR Tips to Help Grow Your Business!

VISIT BLOG

The Garden Plot

Garden Media's Blog About All Things Gardening

VISIT BLOG

CONNECTIONS

The Monthly Newsletter from Garden Media

SIGN UP

Expertise Brand Awareness PR Campaigns Product Launch Media Relations Content Marketing Social Media Marketing FAQ

Successes About Us Contact Us



info@gardenmediagroup.com | 610.444.3040 | 520 West State Street, Kennett Square, PA 19348



Royal Hawaiian 'Waikiki' colocasia was named a 2023 All-America Selections Ornamental Winner.
Photo courtesy of Garden Media Group

New colocasia color introduction named AAS winner

The Royal Hawaiian 'Waikiki' colocasia's glossy green foliage matures to develop bright white marking accented by flamingo pink veining, infusing a vibrant tropical flair in any container or landscape.

December 13, 2022

Posted by Katie McDaniel

Industry News

Plant Development Services Inc. (PDSI) announced that its new consumer release, Royal Hawaiian 'Waikiki' colocasia has been named a 2023 All-America Selections Ornamental Winner.

Lauded by judges for its showy coloration and remarkable hardiness, the variety debuts spring 2023 through PDSI's Sunset Plant Collection and Southern Living Plant Collection. Notably, the variety represents a dazzling new color introduction among colocasias and offers a compact size with endless decor possibilities.

"With 'Waikiki,' we realized we had found something truly special: a plant whose eye-catching colors and compact habit mean it can flow seamlessly between outdoor landscapes and indoor settings as a vibrant houseplant," said Janet Sluis, Director of Perennials and the Sunset Program for PDSI. "Receiving this recognition from AAS is particularly meaningful, as it proves that behind 'Waikiki's' undeniable style is strong performance."

Developed in Hawaii by plant breeder Dr. John Cho through PlantHaven International Inc., Royal Hawaiian 'Waikiki' represents a color breakthrough. Its glossy green foliage matures to develop bright white marking accented by flamingo pink veining, infusing a vibrant tropical flair in any container or landscape. The color on 'Waikiki' develops earlier than other colocasias at just four to five leaves, and its saturated magenta petioles are strong enough to withstand tough wind and rain. Hardy in USDA Zones 7b-11 in shade to partial sun conditions, 'Waikiki' is evergreen in areas that don't experience hard frost. It can be brought inside in cooler climates to serve as a houseplant in the colder seasons.

"As gardening continues to soar in popularity among younger generations and new audiences, we're thrilled to deliver a stellar plant that combines bold colors with easy care," said Kip McConnell, Vice President of Business Development for PDSI. "'Waikiki' is a showpiece in the landscape; it brings the warmth and energy of a tropical getaway to any setting."

The new Royal Hawaiian 'Waikiki' colocasia will be available in nursery centers, select retailers and online at PlantsByMail.com beginning in spring 2023. Click [here](#) for more information.

AAS AAS Award

Get curated news on YOUR industry.

Enter your email to receive our newsletters.

Email

SUBMIT

Get curated news on YOUR industry.

Enter your email to receive our newsletters.

Email

SUBMIT

VIDEOS



Sponsored: Improving hand watering:
Tips for better growth, decreased labor & more profit

Get Garden Center delivered to your inbox!

Email

SUBMIT



News ▾

Reports ▾

Media ▾

Magazine ▾

Products ▾

Subscribe

Sponsored ▾

GARDEN CENTER CONFERENCE & EXPO



Plant Development Services announces new liner distribution networks for Encore Azalea and Southern Living Plant Collection

Growers outside licensed grower groups now able to purchase plant liners

January 10, 2012

Supplier News

Plant Development Services has announced that, beginning in spring 2012, Encore Azalea and the Southern Living Plant Collection will begin to allow growers outside the licensed grower groups for the brands to purchase liners and finish these varieties for sale.

Plant Development Service's director says the new liner distribution networks will allow for more Encore Azaleas and Southern Living Plant Collection varieties at retail, further reinforcing brand presence in the marketplace.

"Through these efforts, Encore Azaleas and the Southern Living Plant Collection will continue to be leaders in their categories," said Kip McConnell, director, Plant Development Services.

Only members of the licensed grower groups will be allowed to propagate. The new out-of-network growers will pay the program fee, and purchase tags and containers, at the time of liner purchase.

To ensure consistent quality as their number of growers increases, Plant Development Services have contracted with Plant Watch, a Michigan-based company charged with detecting possible violations of plant patents and trademark program rules. This fall, nurseries across the country began to be visited by Plant Watch representatives. Plant Watch will check to make sure growers are meeting the requirements of the branded programs.

For more information, or to purchase liners, interested growers should visit plantdevelopment.com/liners or call 888-922-7374.

Subscribe to our Newsletters

Enter your email for an upgraded inbox!

Email

SUBMIT

VIDEOS



Cultivate'22 preview: MasterTag

WEBINARS

Social Media is an essential business tool with 3 main goals.



Brand Building



Conversion



Engagement

SOCIAL MEDIA

Strategic social media

Get curated news on YOUR industry.

Enter your email to receive our newsletters.

Email

SUBMIT



Greenhouse MANAGEMENT



Get curated news on

Enter your email to receive our n

Email

VIDEOS



Sponsored: Improving | Tips for better growth, more profit



Plant Development Services announces new trade releases for 2022

The company will debut its new Better Boxwood brand, a collaborative collection with Everde Growers, which features four new scientifically bred blight-resistant boxwood cultivars.

December 11, 2021

Posted by Julianne Mobilian

Varieties Supplier News

On Dec. 7, Plant Development Services, Inc. announced its 2022 trade releases, which are aimed to meet consumer demand for foundational landscape plants, ornamentals with bloom power and pollinator-friendly picks.

A highlight is the trade debut of Plant Development Services' new brand, Better Boxwood. This collection is the result of a groundbreaking international collaboration that reinvents a landscape classic for new generations.

Better Boxwood release

Plant Development Services and Everde Growers (Houston, Texas) will debut the Better Boxwood program to trade in 2022. The collection's four new cultivars represent the first scientifically bred blight-resistant boxwood, each offering unique growth habits. With liners available spring 2022 to growers through the newly formed partnership named Boxwood Solutions Inc., this diverse collection of boxwood will be available to consumers nationwide in 2023.

The Better Boxwood series results from over two decades of breeding and trials in Europe, led by Belgium grower Didier Hermans in cooperation with the Flemish Institute for Agricultural and Fisheries Research, both leaders in the fight against blight in Europe for 20 years.

"These stellar new varieties meet a range of landscape needs and provide superior boxwood blight immunity," says Kip McConnell, Business Development Director with Plant Development Services. "The industry craves a solution for the blight problem, and with our expertise in licensing and marketing, coupled with Everde Growers' production engine and nationwide reach, Better Boxwood will make an immediate impact in the marketplace."

Southern Living and Sunset Plant Collection releases

Other exciting trade releases are new additions to the Southern Living and Sunset Plant Collections. The fragrant Mock Orange Pearls of Perfume is an elegant shrub that dons beautiful white blooms in spring, attracting pollinators near and far. Another pollinator-friendly pick — exclusively for the Sunset Plant Collection — is the new Eternal family of Grevilleas. Three introductions, Eternal Blaze, Eternal Pink Glory, and Eternal Sunshine, offer unique bright colors for gardeners to choose from to attract bees and birds.

Home landscaping trends illustrate screening and hedging shrubs in high demand, and both Southern Living and Sunset Plant Collections offer two new introductions to fill customer needs. Green Valley Arborvitae is a slow-growing evergreen selected from hundreds of Western Cedar seedlings for its growth habit and disease tolerance. It will grow 10-12 ft.

For gardeners looking for a shorter hedge, Snowbank Indian Hawthorne joins the Clean Sweep family, bringing disease resistance to this tough landscape staple. Snowbank grows to be 2-3 ft tall in a dense mound of dark green foliage with attractive white flowers in the spring.

Liners of all new 2022 plants will be available to licensed growers in the spring of 2022 and available to consumers beginning in 2023.

More information on these new releases and the complete list of 2022 trade releases will be available at the Plant Development Services booth at the Mid-Atlantic Nursery Trade Show 2022, Booths 33, 34, and 36.

To learn more about Plant Development Services Inc., visit <https://plantdevelopment.com/>

HOME > FLORAL > Plant Development Services, Inc. Announces New Trade Releases for Cultivate

Plant Development Services, Inc. Announces New Trade Releases for Cultivate

Plant Development Services Floral June 17, 2021



Loxley, AL. – Plant Development Services, Inc. (Loxley, AL) is pleased to announce its 2022 trade releases debuting at Cultivate 2021, July 10 –13, 2021 in Columbus, Ohio.

“As consumer interest in gardening and ornamental plants continues to soar, we’re thrilled to offer new varieties that enliven the landscape and offer an invigorating plant palette for home gardeners and industry,” says Kip McConnell, Business Development Director with Plant Development Services.

Highlights among Plant Development Services’ new introductions include:

‘Real Goldcup’ Leucanthemum – This stunning new Shasta Daisy with long-lasting, bright yellow blooms is the yellowest Shasta on the market. Whether you’re growing it in cottage gardens, for cut flowers, or as bold borders, **‘Real Goldcup’** brings extraordinary color to any space. A water-wise and deer-resistant plant suited to USDA Zones 5-9b, ‘Real Goldcup’ produces its signature blooms in late spring through the fall.

Butterfly Towers™ Magenta Buddleia and Butterfly Towers™ White Buddleia – This unique new Buddleia is a vertical growing butterfly magnet. A tower of eye-catching **magenta** or **crisp white** blooms in summer, Butterfly Towers is ideal for hedges or screens or as an easy-care garden accent. Both varieties thrive in USDA Zones 5a – 9b, full sun to part shade. Maturing to 4–5’ high by 2–3’ wide, Butterfly Towers produces copious blooms year after year that can be enjoyed outdoors in spring through summer, or taken indoors in stunning cut flower arrangements.

Princess Bride™ Hydrangea – This unique new Hydrangea Hybrid forms flowers with remarkable petals up and down each stem, resulting in white lacecap flowers from spring to fall. The stunning petals offer intricate shapes in crisp white hues, as classic as a delicate lace. Princess Bride grows 3-4’ high and wide and is hardy in USDA Zones 7b – 10.

It’s a Breeze® Ivory Blush Rose – Winter hardy to zone 4, heat tolerant and extremely disease resistant, this tough but attractive groundcover rose makes gardening a breeze! The abundant blooms of **It’s a Breeze** appear in spring and rebloom into fall, blooming pure white in warm temperatures and pale pink in cooler temps. Maturing to 2.5–3’ high by 3–4’ wide and thriving in full sun, It’s a Breeze is an excellent choice for accents, containers, hedges, or mass plantings.

These new releases will be available to consumers under the **Southern Living® Plant Collection** and **Sunset Plant Collection®** labels at garden centers across the country.

About Plant Development Services Inc.

Plant Development Services Inc. was founded in 1996 by Greg Smith of the third generation, family-owned Flowerwood Nursery, Inc. Plant Development Services owns and/or licenses more than 100 patented plant properties and boasts three top-ranking plant brands: Encore® Azalea, the Southern Living® Plant Collection and the Sunset Plant Collection®.

To learn more about Plant Development Services Inc., visit <https://plantdevelopment.com/>



- News ▾
- Business ▾
- Media ▾
- Magazine ▾
- Sponsored ▾
- Subscribe
- HILA AWARDS



Plant Development Services Inc. taking orders for Liner Program

The Liner Program combines Encore Azalea and the Southern Living Plant Collection to allow new growers to participate in both programs.

October 22, 2012

Supplier News



Plant Development Services Inc. is taking orders for its Liner Program for spring delivery. The Liner Program combines Encore Azalea and the Southern Living Plant Collection to allow new growers to participate in both programs.

In the past, only licensed grower group members were able to participate in purchasing liners. The new program has resulted in a wider range of consumers, distribution networks and plant varieties at retail. Kip McConnell, director of Plant Development Services Inc., says the program has boosted the brand presence of Encore Azalea and the Southern Living Plant Collection.

New out-of-network growers will purchase tags and containers, and pay a program fee at the time of the liner purchase. Only members of the licensed grower groups will be allowed to propagate. For more information or to purchase liners, visit www.plantdevelopment.com/liners, or call (888) 922-7374.

Enter your email to receive our newsletters.

SUBMIT

VIDEOS



Sponsored: Improving hand watering: Tips for better growth, decreased labor & more profit



DEC 6, 2022

Plant Development Services to Unveil New Brands, Varieties at MANTS

Plant Development Services Inc. (PDSI) recently announced it will unveil two new brands and two new varieties within their Sunset Plant Collection and Southern Living Plant Collection brands during MANTS 2023 in Baltimore, Maryland.

New for 2023

The **Better Boxwood** brand will be appearing on the consumer market in fall 2023. The Better Boxwood series' four blight-resistant varieties will offer sizes and forms to fill any Boxwood need:

- **Buxus Skylight:** 6 to 8 feet tall and 3 to 4 feet wide, fast growing with medium-green leaves. Suitable for topiary and medium hedges.
- **Buxus Babylon Beauty:** 3 feet tall and 4 to 5 feet wide, light green leaves with low spreading growth. Suitable for groundcover or layering.
- **Buxus Heritage:** 3 to 4 feet tall and 2 to 3 feet wide, dark green leaves. Similar to *Buxus sempervirens* but slightly more compact. Ideal as a hedge or pruning form.
- **Buxus Renaissance:** 1 to 2 feet tall and 1 to 2 feet wide, low-growing with dark green leaves. Ideal for low hedges.

NEWS

- DECEMBER 19, 2022
Bailey Nurseries Hires Territory Sales Representatives
- DECEMBER 19, 2022
International Orchid Show Returns to Santa Barbara
- DECEMBER 16, 2022
Pennsylvania Horticultural Society Lists Top Gardening Trends of 2023
- DECEMBER 15, 2022
Holiday Shopping Season Started Off Strong
- DECEMBER 13, 2022
Record Number of Shoppers Expected During Super Saturday
- DECEMBER 13, 2022
New 2024 Genetics Introduced at Danziger's InnovationFest
- DECEMBER 12, 2022
Ball Seed Releases Brochure for Garden Retailers
- DECEMBER 7, 2022
NGB Publishes 2023 New Varieties Resources

[VIEW MORE >](#)

Sign up to receive

Email

Primary Business

State

- Digital Editions
- Retail Report
- Products
- It

I have read and agree to the Terms of Use

[Terms of Use](#) [Privacy](#)

CURRENT ISSUE

- Garden Centers Provide Holiday Inspiration
- Talkin' to (and About) Plants
- Touring the IGCs of KC
- Trending in Milwaukee
- Winners' Circle



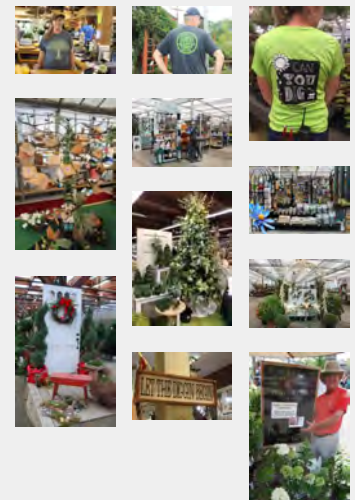
Tips for Educating Your Garden Center Customers

[VIEW MORE >](#)

FREE PRODUCT INFORMATION

Get fast and free information about the products and services featured within the magazine »

INSPIRATION BOOK





BoxwoodBetter 'Babylon Beauty'

In the spring of 2023, PDSI will debut buddleia Butterfly Candy in retail. The collection includes five flower-filled, compact-growing new varieties of butterflies' favorite delight, butterfly bush:

- Lil' Coconut, with warm white flowers
- Lil' Bubblegum, with pastel light pink flowers
- Lil' Raspberry, with electric pink flowers in fuchsia tones
- Lil' Lavender, offering soft purple flowers
- Lil' Grape's bold, bright purple flowers

A habit of just 2 to 3 feet tall and wide requires no pruning while serving as the perfect stature for small garden spaces and porch container plantings. Thriving in full-sun conditions in USDA Zones 5 to 10, all Butterfly Candy varieties are waterwise once they become established.

Each of the collection's five vibrant varieties is paired with an eye-catching, color-coordinated pot.

New Varieties

Two new varieties from PDSI brands are set to debut at MANTS 2023:



Bohemian Beauty

- Leucothoe 'Bohemian Beauty'. The deer-resistant variegated evergreen tops off at 4 feet tall and wide, making it suitable for foundations and hedges in USDA Zones 6a to 9b. Spring's new growth flushes with pink, green and white-speckled leaves, while small white, bell-shaped flowers offer that extra touch.



VIDEOS

Emerald Coast Growers Highlights Collections in Resource Guide



Abelia 'Suntastic Peach'

- Abelia 'Suntastic Peach'. This abelia's warm apricot-variegated foliage shines all four seasons, but especially in the cooler months of winter. Spring's new foliage unveils as a warm yellow and green, highlighting its vivid crimson stems. Fragrant white tubular blooms appear in midsummer and continue through fall. This USDA Zone 6 variety is compact, reaching just 3 feet by 5 feet tall and wide.

Both varieties will both be available for the trade beginning in 2023 and for the consumer market for 2024 through the Sunset Plant Collection and the Southern Living Plant Collection.

To learn more about Plant Development Services Inc., visit <https://plantdevelopment.com>.

TAGS: BREEDERS, NEW VARIETIES

RELATED



Pleasant View Gardens Develops 2023 Preview Guide for Retailers



Glenn Goldsmith, Founder of Goldsmith Seeds, Passes Away



Bailey Nurseries Announces Sales Team Additions



Star Roses and Plants Launches Scentables Roses



75 Applewood Drive, Suite A
PO Box 128
Sparta, MI 49345

frontdesk@greatamericanpublish.com

616.520.2137

© 2022 Great American Media Services. All rights reserved. Website Development by Deyo Designs

- [About Us](#)
- [Subscribe/Renew](#)
- [Advertise](#)
- [Contact](#)
- [Privacy Policy](#)
- [Cookie Policy](#)
- [Terms of Use](#)
- [Update Your Subscription Address](#)



Get one year of Lawn & Garden Retailer in both print and digital editions for free.

Interested in reading the print issue of LGR?

Subscribe Today »

Be sure to check out our sister site.





Plant Development Services, Inc.



Garden Center | January 2016

Plant Development Services, Inc.

Special Section: Spring Profit Centers - Advertorial - Spring Profit Centers

We're investing in you

January 19, 2016

By Kristen Payne, Executive Director, Licensing and Brand Development for Southern Living, Coastal Living and Sunset



Purple Loropetalum

For many of us, the pages of magazine in the South and magazine on the West Coast have served as a trusted guide to a life worth emulating. We, and our mothers and grandmothers before us, have cooked the recipes, admired the home designs and learned from the gardening tips. And with every successful project, our audience of over 19 million readers grow to trust and even more.

When our magazine editors said they wanted to create a plant collection from their favorite plants, we jumped at the opportunity and invited Plant Development Services to assist us. We knew Plant Development Services had introduced Encore Azaleas, the best-selling reblooming azalea on the market, and we knew they were the best partner to help us bring our plant collections to you.

Now, eight years later, the collections have grown to 70-plus plants that deliver on the trust that readers place in the magazines. We've trialed and selected plants specifically for the southern or western climates; they bloom bigger, longer and offer foliage as stunning and healthy as their blooms. Do your customers want their gardens to look like the pages of or ? These plants deliver — and you can sell them at higher margins.



The Southern Living Plant Collection offers 70-plus varieties.

Subscribe to our Newsletters

Enter your email for an upgraded inbox!

SUBMIT

VIDEOS



Cultivate'22 preview: MasterTag

WEBINARS

Social Media is an essential business tool with

3 main goals.



Brand Building



Conversions



Engagement

SOCIAL MEDIA

Strategic social media



Southern Living Plant Collection container

We realize, however, in today's economy, maybe it's not enough simply for products to be better. That's why we put all the power of two national media brands behind our wholesale growers and you, their retail customers.

In 2016, we will — as we do every year — support our plant brands with millions of dollars of full marketing support that includes:

- **14 full page print ads in major national magazines;**
- **Digital web banners seen by more than 6.5**



Kristen Payne

million internet users;

- **Constantly refreshing social media and web content;**
- **New videos and fresh photography;**
- **and free merchandising and in-store displays.**

When you stock or plants, you are backed by this investment. Marketing can be expensive and time-consuming, and we are your partner, investing to attract shoppers to your garden centers. Because everything we do doesn't matter unless you continue to succeed and to grow.

For more information, visit www.plantdevelopment.com



Southern Living plant brands are supported by several marketing efforts.

< Previous Next >
Novelty Manufacturing Co. QMT Windchimes

Get curated news on YOUR industry.

Enter your email to receive our newsletters.

SUBMIT

gardencenter



Lawn & Landscape Greenhouse Management Nursery Management Golf Course Industry Produce Grower About Garden Center Contact Us Subscribe Home RSS
Privacy Policy Terms of Use © 2022 GIE Media, Inc. All Rights Reserved

Nursery MANAGEMENT



- News ▾
- Plants ▾
- Resources ▾
- Media ▾
- Magazine ▾
- Subscribe
- NURSERY CONFERENCE



Sunset Magazine and Plant Development Services to introduce Sunset Western Garden Collection

New branded plant collection will debut this spring

January 9, 2012

Products



The first live plant collection to focus exclusively on top performing plants for the Western gardener—the Sunset Western Garden Collection—will debut this spring with 23 new introductions, according to [Sunset magazine](#) and [Plant Development Services Inc.](#)

“We are thrilled that Sunset’s garden experts and Plant Development Services have collaborated to develop this unique line of high quality plants specifically for Western gardeners,” said Barb Newton, president of Sunset Publishing. “Gardening continues to be a core interest of our readers, and it is exciting to be able to introduce our favorite plants directly to them in a launch that coincides with this spring’s publication of The New Sunset Western Garden Book and the re-launch of our popular online Plant Finder database that includes the introduction of a companion mobile app.”

The Sunset Western Garden Collection will hit retail shelves beginning in April 2012 in California. Distribution will expand to the 13 Western states in the Sunset magazine reading area in the coming years.

“We’re really excited about these new introductions. They’re water-wise and easy care and uniquely fit the needs of the Western gardener,” said Kip McConnell, director of Plant Development Services.

For more information, or to become a wholesale grower or garden center partner, visit www.sunsetwesterngardencollection.com.

Get curated news on YOUR industry.

Enter your email to receive our newsletters.

Subscribe to our Newsletters

Enter your email for an upgraded inbox!

VIDEOS



November issue recap

Flowerwood Management, Inc.
Experience Documents

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Flowerwood Management Inc., as received and filed in the Office of the Secretary of State on 09/25/1996.

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.

12/14/2022

Date



John H. Merrill

Secretary of State



20221214000008742

THE STATE OF ALABAMA
BALDWIN COUNTY
I Adrian T. Johns
Judge of Probate in and
for said State and County, do hereby certify that the
within and foregoing is a true and correct copy of
the same appears of record in my office on this date.
Record Book Misc 90 Page 713-15
3rd day of October 1996
Adrian T. Johns
Judge of Probate

ARTICLES OF INCORPORATION

We, the undersigned, as proper persons acting as incorporators of a corporation under the laws of the State of Alabama, adopt the following articles of incorporation:

ARTICLE ONE

The name of the corporation is: FLOWERWOOD MANAGEMENT INC.

ARTICLE TWO

The period of its duration is: perpetual.

ARTICLE THREE

The purpose of the corporation is: to provide management, advisory, and consulting services; and to transact any or all business for which corporations may be incorporated under the Alabama Business Corporation Act.

ARTICLE FOUR

The aggregate number of authorized common shares is: ten thousand (10,000) with a par value of ten dollars (\$10.00) per share.

ARTICLE FIVE

The corporation will not commence business until at least ten thousand dollars (\$10,000.00) have been received by it as consideration for the issuance of shares.

182654
HX/02

RECORDED
BALDWIN COUNTY
SEP 25 11 42 AM '96
MISC 90-713-15
JUDGE OF PROBATE

MISC 00390 PAGE 0713

RECEIVED
OCT - 7 1996
SECRETARY
OF STATE

ARTICLE SIX

Cumulative voting of shares of stock is authorized.

ARTICLE SEVEN

Provisions limiting or denying to shareholders the pre-emptive right to acquire additional or treasury shares of the corporation are: none

ARTICLE EIGHT

Provisions for regulating the internal affairs of the corporation are: affirmation by a simple majority of shares

ARTICLE NINE

The address of the initial registered office of the corporation is: 15315 Kelly Road, Loxley, Alabama 36551 and the name of its initial registered agent at such address is: Gregory L. Smith Jr..

ARTICLE TEN

Address of the principal place of business is: 15315 Kelly Road, Loxley, Alabama 36551.

ARTICLE ELEVEN

The number of directors constituting the initial board of directors of the corporation is one, and the names and address of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
Gregory L. Smith Jr.	P. O. Box 7, Loxley, AL. 36551

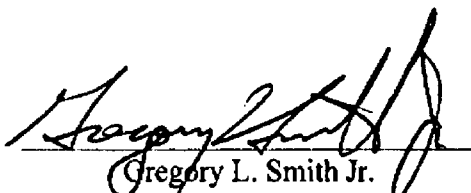
MISC 0090 PAGE 0714

ARTICLE TWELVE

The name and address of each incorporator is:

Name	Address
Gregory L. Smith Jr.	P. O. Box 7, Loxley, AL. 36551

IN WITNESS WHEREOF, THE UNDERSIGNED, being the incorporator of the above styled corporation, hereunto subscribes his name as of this 25 day of Sept, 1996.



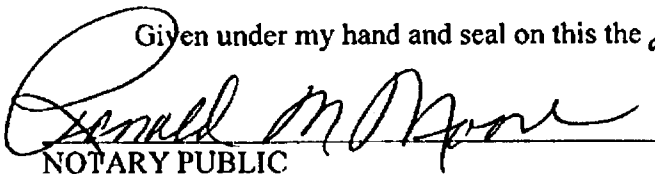
 Gregory L. Smith Jr.
 Incorporator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County and State, hereby certify that Gregory L. Smith, Jr. whose name is signed to the foregoing Articles of Incorporation of FLOWERWOOD MANAGEMENT INC. and who is known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Incorporation, executed the same voluntarily on the day the same bears date and said Articles are the act and deed of the signer and the facts stated therein are true.

MISC0090 PAGE 0715

Given under my hand and seal on this the 25 day of Sept, 1996



 NOTARY PUBLIC

My Commission Expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.**

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

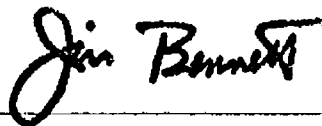
Flowerwood Management Inc.

This domestic corporation name is proposed to be incorporated in Baldwin County and is for the exclusive use of Gregory J. Smith, P O Box 708, Loxley, AL 36551 for a period of one hundred twenty days beginning September 17, 1996 and expiring January 16, 1997.

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

September 17, 1996

Date



Jim Bennett

Secretary of State



Gregory L. Smith, Jr.
Experience Documents

December 22, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Re: Gregory L. Smith, Jr.

Dear Madam or Sir:

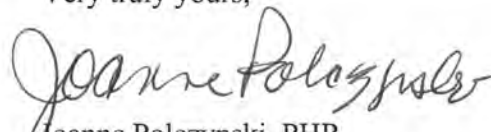
Gregory L. Smith, Jr. is currently employed by Flowerwood Nursery, Inc. ("Flowerwood") as President. Mr. Smith has been continuously employed by Flowerwood since January, 1975. From 1965 through 1974, while he was in high school and college, Mr. Smith worked part-time for the nursery during his school breaks. During his tenure at the company, Mr. Smith has held the following positions:

<u>Year</u>	<u>Position</u>
1975-1977	Manager of nursery location in Cairo, Georgia
1977-1989	Manager of nursery location in Loxley, Alabama
1990-2006	Manager of all Flowerwood nursery locations
2006-present	President

Flowerwood is a commercial wholesale nursery established by Mr. Smith's grandfather, Harry H. Smith, in Mobile, Alabama in 1936. The company propagates, grows, and sells over 500 varieties of landscaping plants, including shrubs, ornamental trees, grasses, and perennials. Flowerwood sells its plants to mass merchant retail stores, independent nurseries, and landscape professionals in approximately 20 states in the Southern, Mid-Atlantic, and East Coast regions of the United States. The plants are transported to retail markets by Flowerwood's trucking company affiliate, Flowerwood Management, Inc. d/b/a Flowerwood Trucking, an over-the-road freight carrier operating under USDOT Number 855703 and MC Number 365712.

Flowerwood's principle offices and main nursery facility are located in Loxley, Alabama. Flowerwood has five additional nursery locations in Mobile, Alabama; Grand Bay, Alabama; Ranburne, Alabama; Cairo, Georgia; and Bushnell, Florida.

Very truly yours,



Joanne Polczynski, PHR
Human Resources Manager



Flowerwood Nursery Thrives with Hard Work and Dedication

This third-generation family business raises the bar to remain at the forefront of the shrub industry.

■ By Julie Hullett | Managing Editor
jhullett@meistermedia.com

When current CEO Ellis Ollinger started working at Flowerwood Nursery in Mobile, AL, in the late 1980s, he quickly received his first piece of advice.

“If you show up here and you can’t find something that needs fixing, you’re not looking hard enough,” said owner Greg Smith at the time.

Those words are still passed down to employees today. Flowerwood Nursery, an industry leader and shrub grower for more than 70 years, makes daily improvements to serve its customers.

Greg Smith’s grandfather, Harry Smith, founded Flowerwood Nursery in 1938. Harry Smith, a prominent attorney in Mobile, AL, representing railroad corporations, found peace and relaxation in gardening. The business grew from his backyard hobby — growing camellias.

When Greg Smith’s father, Greg Smith Sr., returned from serving in World War II, he “rode the baby boom,” according to Ollinger. The father saw the population boom in Southeast cities and grew his business along with the cities.

Today, Flowerwood Nursery has four locations in Alabama — Mobile, Loxley, Grand Bay, and Ranburne — and locations

in Cairo, GA, and Bushnell, FL. With 2 million square feet of controlled-environment production, the plants reach home improvement stores and independent garden centers from Texas to the East Coast. Owner Greg Smith says the family business has continued to thrive because of its focus on the customers.

Customers Come First

About 15 years ago, Flowerwood changed its approach to shrub production. Smith says they started at the end of the process, asking themselves, “What needs to be on the table and when?” From there, the team works backwards. Flowerwood has dedicated table space for *Southern Living* and *Encore Azaleas* at home improvement stores across the Southeast. By determining what the end product is and when it needs to arrive, growers have been able to improve their production process to best serve the end consumers.

Many of Flowerwood’s retail partners are Lowe’s Home Improvement, The Home Depot, and Walmart locations. Flowerwood’s Vice President of Sales and Marketing Todd Carnley says Lowe’s Home Improvement started in North Carolina, The Home Depot in Georgia, and Walmart started in



Flowerwood CEO Ellis Ollinger, left, Owner Greg Smith, and Vice President of Sales and Marketing Todd Carnley, right, prioritize their customers.

Photos: Flowerwood Nursery

Arkansas. All of these are core states for Flowerwood's market.

Flowerwood also has an e-commerce division, which

accounts for 7% of its business. Customers can order plants direct-to-consumer at plantsbymail.com.

Marketing Strategies Increase Plant Demand

The team at Flowerwood Nursery works closely with Plant Development Services, Inc. (PDSI) to offer better genetics to the end consumer. Smith founded PDSI in 1996. PDSI works to offer varieties that eliminate common landscape problems, Carnley says. For example, PDSI is working with *Loropetulum* to develop a new cultivar that keeps its color all season long and does not grow too tall. PDSI promotes its brands and places advertisements in consumer publications. Flowerwood makes sure that the same plants in the advertisements are sitting on tables in stores.

"We have consumers coming in who actually ask for the plant by name," Ollinger says. "That's one of the things we were innovators in early on. We were a trailblazer in the branding of the shrub."

Trucking Branch Solves Delivery Problems

Flowerwood has distinguished itself from other growers with its affiliated trucking company, Flowerwood Trucking, and its logistics company, Loxley Logistics. In the 1990s, when Flowerwood started doing business with chain stores, shrubs were delivered on racks. Flowerwood needed to get the racks with plants to the customer, but also retrieve its empty racks.

"We were paying for the truck to go there and back to bring our very expensive racks back," Ollinger says. "Greg and I decided to get four trucks and a bunch of racks. We got up to about 10 trucks, and we had to figure out how to keep these trucks busy when they don't have plants, to defray costs. So,

License Type: Integrated Facility



Flowerwood Nursery is proud to have dedicated table space for shrubs that are part of the Southern Living Plant Collection.

we got our own authority to run general commodities, and we got into the trucking business."

The fleet now consists of 40 semis and 135 trailers with lift gates, although Ollinger says he could use another 10 to 20 trucks.

"It's been a slow build. We do not regret it," Ollinger says. "It comes with all the problems everybody says — drivers, accidents, you name it. But with the last two years, our rule was if you have half as many trucks as you need on your busiest day, then you have twice as many as you need on your slowest day. And that's what you can afford to get through the off-season."

It is ideal for trucks to arrive at retail locations at night, Ollinger says, so they do not disturb peak hours of business. Even when Flowerwood hires a truck, the driver must use Flowerwood's trailers to maintain the same level of service.

"Sometimes our driver is the only person from Flowerwood our customer sees," he says. "We have them in a uniform and a hat, and we get lots of compliments about it. It has not been easy. It's been a struggle, but it's worth it."

Loxley Logistics picks up the slack where Flowerwood Trucking leaves off. The company forms contracts with carriers to line up the number of trucks Flowerwood needs each year.

Training the Next Generation of Growers

All growers are feeling the pinch when it comes to finding workers. In order to make Flowerwood a desirable place to work, the company is moving toward more mechanization. Ollinger says they are reinventing workspaces to make them more ergonomically efficient and comfortable. Flowerwood is investing in forklifts, potting machines, sticking machines, and conveyor belts to attract a reliable year-round workforce. Flowerwood's year-round workers are domestic, and it brings in about 150 H-2A employees for the busy season.

"I hope our current employees feel they are able to be more productive using their brain and not their backs," Ollinger says. "When we do bring people in, we show them

Flowerwood Nursery has 2 million square feet of undercover production, including these woody ornamentals from the Southern Living Plant Collection.

opportunities to use machinery to be more productive and it's working."

There will always be a physical element to horticulture, he says, including





The nursery has its own trucking company, called Flowerwood Trucking, to ensure that the woody ornamentals arrive on time to their retail partners.

weathering the elements, but he wants employees to be happy and comfortable at Flowerwood. With an aging population across the U.S., finding younger growers is a “front and center issue,” Ollinger says.

“The nursery industry for the last 20 years has not been a sexy Silicon Valley job with instant gratification that the newer generations want,” he says. “We really have to sell ourselves.”

To recruit young growers, Flowerwood offers a junior management training program. It is mentoring young growers more than ever and investing time and resources in cultivating young talent. Growers do not need a degree in horticulture, Ollinger says. They need to be able to solve problems, work on a team, and show up every day. Managers identify potential leaders and offer internal and external training, in addition to visiting trade shows.

Bright Future at Flowerwood

From a production standpoint, Flowerwood hones in on exactly what to grow and when to grow it. The team continues to fine-tune the production plan and will not grow a plant unless they know exactly where it will be in 12 to 18 months.

“There used to be a saying in the shrub industry, ‘If you grow a good plant, it will sell,’” Ollinger says. “That couldn’t be further from the truth now. You have to grow the right plant at the right time and put it in the right place. It’s never been more true to the expense of our inputs and labor.”

After graduate school, Carnley started a business called Rockwood Merchandising, and Flowerwood was one of his first customers. He set up displays at The Home Depot and Lowe’s Home Improvement, including displays for the Encore Azalea. He later met Smith and has spent 23 years at Flowerwood. Ollinger started working at Flowerwood as a teenager but returned after college.



Flowerwood Nursery is focusing on ergonomics so employees can work with their brain instead of their backs, CEO Ellis Ollinger says.

License Type: Integrated Facility
Schedule Changes
Resolve Shrub Shortage

Last year was a “double whammy,” Flowerwood’s Vice President of Sales and Marketing Todd Carnley says, due to the continued effects of the COVID-19 pandemic and the freeze across many Southern states in February. Two factors led to a shrub shortage. As the pandemic forced many workers into remote positions and they spent more time at home, they chose to redo their landscaping.

Lowe’s Home Improvement, The Home Depot, and Walmart were all named essential businesses at the start of the pandemic, so they did not close. Flowerwood’s shrubs at these home improvement stores were in high demand. The boom in the housing market caused many renters to become homeowners. This led to an increased interest in landscaping, which meant more customers were looking to buy shrubs.

The February 2021 freeze killed many shrubs in customers’ yards as well as those sitting in nurseries, leading to a shortage. Carnley says Flowerwood was able to adjust its production schedule and order shrubs from other growers to fill the increased demand.

“If you have the shrubs in a particular location or if you put them in a greenhouse, they will finish quicker. So our regular shrub schedule is set up so if we do run short on shrubs in the spring, we have the ability to turn on the fall crop that we would normally cut back and hold it until fall season kicks off,” Carnley says. “So if we had 20,000 Encore Azaleas on the ground in Florida slated for fall sales, we just pull those forward. In other

words, we go ahead and culture them and make sure they’re fertilized and fully rooted. And once they’re ready, we sell them in the spring.”

“I’ve enjoyed the heck out of it,” Ollinger says of his 31-year career at Flowerwood.

“I didn’t find the nursery to be quite as alluring,” Smith says. “I went to school with a bunch of people whose fathers owned car dealerships, and I drove a pretty bad station wagon.”

After Smith’s first year of business school at the University of Houston, his father called him to ask for help at the Cairo, GA location. He transferred to Louisiana State University and finished his bachelor’s degree. When his father asked Smith to return to Mobile, he moved and has led the business ever since.

Carnley says the team members at Flowerwood wake up in the morning and think of what they can do to make the nursery a little better every day.

“Everyone has a very good mindset to embrace that. I don’t care how good you think you are; you can get a little bit better,” Carnley says. “That’s what I enjoy about showing up to work every day, it keeps you motivated. I look back at the brand build and what this looks like today, and the growth from where we were five to 10 years ago. I like to think we’ve earned every bit of it.”

GG

Ellis V. Ollinger, III
Experience Documents



December 22, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Re: Ellis V. Ollinger, III

Dear Madam or Sir:

Ellis V. Ollinger, III is currently employed by Flowerwood Nursery, Inc. ("Flowerwood") as Chief Executive Officer. Mr. Ollinger has been continuously employed by Flowerwood since October 19, 1991. During his tenure at the company, Mr. Ollinger has held the following positions:

<u>Year</u>	<u>Position</u>
1991-1992	Accounting and corporate administration
1992-1999	Production manager for ground cover plants
1999-2003	Manager of Flowerwood Trucking
2003-2005	Sales and general corporate strategy manager
2005-present	Chief Executive Officer

Flowerwood is a commercial wholesale nursery established in Mobile, Alabama in 1936. The company propagates, grows, and sells over 500 varieties of landscaping plants, including shrubs, ornamental trees, grasses, and perennials. Flowerwood sells its plants to mass merchant retail stores, independent nurseries, and landscape professionals in approximately 20 states in the Southern, Mid-Atlantic, and East Coast regions of the United States. The plants are transported to retail markets by Flowerwood's trucking company affiliate, Flowerwood Management, Inc. d/b/a Flowerwood Trucking, an over-the-road freight carrier operating under USDOT Number 855703 and MC Number 365712.

Flowerwood's principle offices and main nursery facility are located in Loxley, Alabama. Flowerwood has five additional nursery locations in Mobile, Alabama; Grand Bay, Alabama; Ranburne, Alabama; Cairo, Georgia; and Bushnell, Florida.

Very truly yours,

Joanne Polczynski, PHR
Human Resources Manager



Flowerwood Nursery Thrives with Hard Work and Dedication

This third-generation family business raises the bar to remain at the forefront of the shrub industry.

■ By Julie Hullett | Managing Editor
jhullett@meistermedia.com

When current CEO Ellis Ollinger started working at Flowerwood Nursery in Mobile, AL, in the late 1980s, he quickly received his first piece of advice.

“If you show up here and you can’t find something that needs fixing, you’re not looking hard enough,” said owner Greg Smith at the time.

Those words are still passed down to employees today. Flowerwood Nursery, an industry leader and shrub grower for more than 70 years, makes daily improvements to serve its customers.

Greg Smith’s grandfather, Harry Smith, founded Flowerwood Nursery in 1938. Harry Smith, a prominent attorney in Mobile, AL, representing railroad corporations, found peace and relaxation in gardening. The business grew from his backyard hobby — growing camellias.

When Greg Smith’s father, Greg Smith Sr., returned from serving in World War II, he “rode the baby boom,” according to Ollinger. The father saw the population boom in Southeast cities and grew his business along with the cities.

Today, Flowerwood Nursery has four locations in Alabama — Mobile, Loxley, Grand Bay, and Ranburne — and locations

in Cairo, GA, and Bushnell, FL. With 2 million square feet of controlled-environment production, the plants reach home improvement stores and independent garden centers from Texas to the East Coast. Owner Greg Smith says the family business has continued to thrive because of its focus on the customers.

Customers Come First

About 15 years ago, Flowerwood changed its approach to shrub production. Smith says they started at the end of the process, asking themselves, “What needs to be on the table and when?” From there, the team works backwards. Flowerwood has dedicated table space for *Southern Living* and *Encore Azaleas* at home improvement stores across the Southeast. By determining what the end product is and when it needs to arrive, growers have been able to improve their production process to best serve the end consumers.

Many of Flowerwood’s retail partners are Lowe’s Home Improvement, The Home Depot, and Walmart locations. Flowerwood’s Vice President of Sales and Marketing Todd Carnley says Lowe’s Home Improvement started in North Carolina, The Home Depot in Georgia, and Walmart started in



Flowerwood CEO Ellis Ollinger, left, Owner Greg Smith, and Vice President of Sales and Marketing Todd Carnley, right, prioritize their customers.

Photos: Flowerwood Nursery

Arkansas. All of these are core states for Flowerwood's market.

Flowerwood also has an e-commerce division, which

accounts for 7% of its business. Customers can order plants direct-to-consumer at plantsbymail.com.

Marketing Strategies Increase Plant Demand

The team at Flowerwood Nursery works closely with Plant Development Services, Inc. (PDSI) to offer better genetics to the end consumer. Smith founded PDSI in 1996. PDSI works to offer varieties that eliminate common landscape problems, Carnley says. For example, PDSI is working with *Loropetulum* to develop a new cultivar that keeps its color all season long and does not grow too tall. PDSI promotes its brands and places advertisements in consumer publications. Flowerwood makes sure that the same plants in the advertisements are sitting on tables in stores.

"We have consumers coming in who actually ask for the plant by name," Ollinger says. "That's one of the things we were innovators in early on. We were a trailblazer in the branding of the shrub."

Trucking Branch Solves Delivery Problems

Flowerwood has distinguished itself from other growers with its affiliated trucking company, Flowerwood Trucking, and its logistics company, Loxley Logistics. In the 1990s, when Flowerwood started doing business with chain stores, shrubs were delivered on racks. Flowerwood needed to get the racks with plants to the customer, but also retrieve its empty racks.

"We were paying for the truck to go there and back to bring our very expensive racks back," Ollinger says. "Greg and I decided to get four trucks and a bunch of racks. We got up to about 10 trucks, and we had to figure out how to keep these trucks busy when they don't have plants, to defray costs. So,

License Type: Integrated Facility



Flowerwood Nursery is proud to have dedicated table space for shrubs that are part of the *Southern Living* Plant Collection.

we got our own authority to run general commodities, and we got into the trucking business."

The fleet now consists of 40 semis and 135 trailers with lift gates, although Ollinger says he could use another 10 to 20 trucks.

"It's been a slow build. We do not regret it," Ollinger says. "It comes with all the problems everybody says — drivers, accidents, you name it. But with the last two years, our rule was if you have half as many trucks as you need on your busiest day, then you have twice as many as you need on your slowest day. And that's what you can afford to get through the off-season."

It is ideal for trucks to arrive at retail locations at night, Ollinger says, so they do not disturb peak hours of business. Even when Flowerwood hires a truck, the driver must use Flowerwood's trailers to maintain the same level of service.

"Sometimes our driver is the only person from Flowerwood our customer sees," he says. "We have them in a uniform and a hat, and we get lots of compliments about it. It has not been easy. It's been a struggle, but it's worth it."

Loxley Logistics picks up the slack where Flowerwood Trucking leaves off. The company forms contracts with carriers to line up the number of trucks Flowerwood needs each year.

Training the Next Generation of Growers

All growers are feeling the pinch when it comes to finding workers. In order to make Flowerwood a desirable place to work, the company is moving toward more mechanization. Ollinger says they are reinventing workspaces to make them more ergonomically efficient and comfortable. Flowerwood is investing in forklifts, potting machines, sticking machines, and conveyor belts to attract a reliable year-round workforce. Flowerwood's year-round workers are domestic, and it brings in about 150 H-2A employees for the busy season.

"I hope our current employees feel they are able to be more productive using their brain and not their backs," Ollinger says. "When we do bring people in, we show them

opportunities to use machinery to be more productive and it's working."

There will always be a physical element to horticulture, he says, including

Flowerwood Nursery has 2 million square feet of undercover production, including these woody ornamentals from the *Southern Living* Plant Collection.





The nursery has its own trucking company, called Flowerwood Trucking, to ensure that the woody ornamentals arrive on time to their retail partners.

weathering the elements, but he wants employees to be happy and comfortable at Flowerwood. With an aging population across the U.S., finding younger growers is a “front and center issue,” Ollinger says.

“The nursery industry for the last 20 years has not been a sexy Silicon Valley job with instant gratification that the newer generations want,” he says. “We really have to sell ourselves.”

To recruit young growers, Flowerwood offers a junior management training program. It is mentoring young growers more than ever and investing time and resources in cultivating young talent. Growers do not need a degree in horticulture, Ollinger says. They need to be able to solve problems, work on a team, and show up every day. Managers identify potential leaders and offer internal and external training, in addition to visiting trade shows.

Bright Future at Flowerwood

From a production standpoint, Flowerwood hones in on exactly what to grow and when to grow it. The team continues to fine-tune the production plan and will not grow a plant unless they know exactly where it will be in 12 to 18 months.

“There used to be a saying in the shrub industry, ‘If you grow a good plant, it will sell,’” Ollinger says. “That couldn’t be further from the truth now. You have to grow the right plant at the right time and put it in the right place. It’s never been more true to the expense of our inputs and labor.”

After graduate school, Carnley started a business called Rockwood Merchandising, and Flowerwood was one of his first customers. He set up displays at The Home Depot and Lowe’s Home Improvement, including displays for the Encore Azalea. He later met Smith and has spent 23 years at Flowerwood. Ollinger started working at Flowerwood as a teenager but returned after college.



Flowerwood Nursery is focusing on ergonomics so employees can work with their brain instead of their backs, CEO Ellis Ollinger says.

License Type: Integrated Facility

Schedule Changes Resolve Shrub Shortage

Last year was a “double whammy,” Flowerwood’s Vice President of Sales and Marketing Todd Carnley says, due to the continued effects of the COVID-19 pandemic and the freeze across many Southern states in February. Two factors led to a shrub shortage. As the pandemic forced many workers into remote positions and they spent more time at home, they chose to redo their landscaping.

Lowe’s Home Improvement, The Home Depot, and Walmart were all named essential businesses at the start of the pandemic, so they did not close. Flowerwood’s shrubs at these home improvement stores were in high demand. The boom in the housing market caused many renters to become homeowners. This led to an increased interest in landscaping, which meant more customers were looking to buy shrubs.

The February 2021 freeze killed many shrubs in customers’ yards as well as those sitting in nurseries, leading to a shortage. Carnley says Flowerwood was able to adjust its production schedule and order shrubs from other growers to fill the increased demand.

“If you have the shrubs in a particular location or if you put them in a greenhouse, they will finish quicker. So our regular shrub schedule is set up so if we do run short on shrubs in the spring, we have the ability to turn on the fall crop that we would normally cut back and hold it until fall season kicks off,” Carnley says. “So if we had 20,000 Encore Azaleas on the ground in Florida slated for fall sales, we just pull those forward. In other

words, we go ahead and culture them and make sure they’re fertilized and fully rooted. And once they’re ready, we sell them in the spring.”

“I’ve enjoyed the heck out of it,” Ollinger says of his 31-year career at Flowerwood.

“I didn’t find the nursery to be quite as alluring,” Smith says. “I went to school with a bunch of people whose fathers owned car dealerships, and I drove a pretty bad station wagon.”

After Smith’s first year of business school at the University of Houston, his father called him to ask for help at the Cairo, GA location. He transferred to Louisiana State University and finished his bachelor’s degree. When his father asked Smith to return to Mobile, he moved and has led the business ever since.

Carnley says the team members at Flowerwood wake up in the morning and think of what they can do to make the nursery a little better every day.

“Everyone has a very good mindset to embrace that. I don’t care how good you think you are; you can get a little bit better,” Carnley says. “That’s what I enjoy about showing up to work every day, it keeps you motivated. I look back at the brand build and what this looks like today, and the growth from where we were five to 10 years ago. I like to think we’ve earned every bit of it.”

GG

Kevin C. Northrop
Experience Documents

December 22, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Re: Kevin C. Northrop

Dear Madam or Sir:

Kevin C. Northrop is currently employed by Plant Development Services, Inc. (“Plant Development” or “PDSI”) as Vice-President of Marketing and Operations. Mr. Northrop has been continuously employed by Plant Development since August 1, 2014. During his tenure at the company, Mr. Northrop has held the following positions:

<u>Year</u>	<u>Position</u>
2014-2018	Director of Operations
2018-present	Vice-President of Marketing and Operations

Plant Development, an affiliate of Flowerwood Nursery, Inc., is a horticulture research, development, and brand management company. The company trials new genetic plant varieties at its facility in Loxley, Alabama, and introduces new plants to the marketplace that are designed to solve specific landscape challenges. PDSI markets and sells new plant varieties through its branded plant collections:



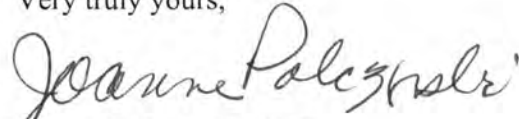
PDSI patents many of the varieties in its plant collections and registers plant trademark names. It markets and promotes its plants to the industry and directly to consumers across the United States through trade shows and a variety of media outlets, including magazines and trade publications, social media channels, YouTube, blogs, internet websites, and television appearances.



Alabama Medical Cannabis Commission
December 22, 2022
Page -2-

In his capacity as Vice-President of Marketing and Operations, Mr. Northrop is the corporate, brand, and marketing strategy leader for Plant Development's suite of brands. He manages a cross-functional team of growers, marketing specialists, web developers, graphic designers, and royalty administrators to execute Plant Development's corporate and brand strategies.

Very truly yours,

A handwritten signature in black ink that reads "Joanne Polczynski".

Joanne Polczynski, PHR
Human Resources

Leah P. Ladd

Experience Documents

December 22, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Re: Leah P. Ladd

Dear Madam or Sir:

Leah P. Ladd is currently employed by Plant Development Services, Inc. ("Plant Development" or "PDSI") as General Counsel, and has been continuously employed by Plant Development since September 21, 2017, in this position. Ms. Ladd also serves as General Counsel for Plant Development's affiliate, Flowerwood Nursery, Inc. ("Flowerwood").

Plant Development is a horticulture research, development, and brand management company. The company trials new genetic plant varieties at its facility in Loxley, Alabama, and introduces new plants to the marketplace that are designed to solve specific landscape challenges. PDSI markets and sells new plant varieties through its branded plant collections:



PDSI patents many of the varieties in its plant collections and registers plant trademark names. It markets and promotes its plants to the industry and directly to consumers across the United States through trade shows and a variety of media outlets, including magazines and trade publications, social media channels, YouTube, blogs, internet websites, and television appearances.

Flowerwood is a commercial wholesale nursery established in Mobile, Alabama in 1936. Flowerwood propagates, grows, and sells over 500 varieties of landscaping plants, including shrubs, ornamental trees, grasses, and perennials. A significant percentage of plants sold by Flowerwood are Plant Development's branded plants. Flowerwood sells its plants to mass merchant retail stores, independent nurseries, and landscape professionals in approximately 20 states in the Southern, Mid-Atlantic, and East Coast regions of the United States. The plants are transported to retail markets by Flowerwood's trucking company affiliate, Flowerwood Management, Inc. d/b/a Flowerwood



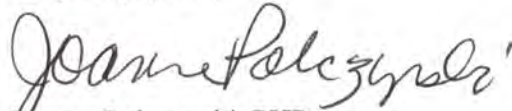
Alabama Medical Cannabis Commission
December 22, 2022
Page -2-

Trucking, an over-the-road freight carrier operating under USDOT Number 855703 and MC Number 365712.

Flowerwood's principle offices and main nursery facility are located in Loxley, Alabama. Flowerwood has five additional nursery locations in Mobile, Alabama; Grand Bay, Alabama; Ranburne, Alabama; Cairo, Georgia; and Bushnell, Florida.

As General Counsel, Ms. Ladd handles a broad range of legal matters for both Plant Development and Flowerwood, including intellectual property licensing of Plant Development's brands and plants, trademarks, contracts and business transactions, employment and human resources, legal compliance, trucking, real estate, and corporate matters.

Very truly yours,



Joanne Polczynski, PHR
Human Resources

Christina Woerner McInnis
Experience Documents

Affidavit

State of Alabama, County of Baldwin

My legal name is Donna Gates, and my current occupation is Chief Financial Officer for the Woerner Companies. I am presently fifty-three years old, and my current address of residence is 19274 County Road 48, Robertsdale, Alabama 36567.

The Woerner Companies, including Woerner Farms and Woerner Landscape Source, has been in the business of agriculture for over 100 years. I began working for The Woerner Companies on June 30, 1999. As such, I am very familiar with the Woerner family and with the operation of the Woerner Companies. I can attest that all of the Woerner children, including Christina Woerner McInnis, have spent decades working in one capacity or another for the family agricultural businesses, and that as a result Christina Woerner McInnis has significantly more than 15 years of commercial horticultural or agronomic production experience required of Integrated Facility license applicants.

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Signature of Individual

Donna Gates

Date

12-15-2022

Acknowledgement

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 15th day of December 2022 and the document was executed by the above named Donna Gates of her own free will.

Witness my hand and seal this 15th day of December 2022

Mary Kathleen Jernigan

Notary Public for Alabama

Commission expires:



Christina Woerner McInnis created SoilKit to help your yard bloom

By **Jennifer C. Zoghby** - May 6, 2021



Christina Woerner McInnes has developed a soil testing kit for home gardens. She is pictured Monday, March 29, 2021, in Foley, Ala. Photos by: Mike Kittrell

This story appears in the May 2021 issue of Business Alabama Magazine.

A fifth-generation farmer, Christina Woerner McInnis' childhood memories are of the land.

"I literally was raised in the dirt on the back of a planter," she says, as she motions to her digital background of a sunrise over her family's farm.

As chief executive of AgriTech Corp., Woerner McInnis carries the legacy of working men and women who weathered economic downturns in crops such as potatoes, corn and broccoli. During lean times, her mother farmed the land around their home and turned the front yard into a farmstand.

In the 1970s, the family evolved to turf-farming as a way to avoid the vagaries of row crops. After her grandmother raised eight children, Lillie Woerner left the farming to her six sons and two daughters. She started a garden store near a residential area, with the then-novel idea to bring turf to her customers. Her companion at the store? Her granddaughter, Christina.

As a child, Woerner McInnis learned the values of listening to and serving customers. As an adult, Woerner McInnis applied these lessons to solve a riddle common to most homeowners: how to make the lawn look better?



In those days, Woerner McInnis sent frustrated homeowners to the local extension office for advice about their lawns. As a farmer, she was comfortable seeking advice from extension agents. She understood the lingo, and she was accustomed to the proportions of large, farming operations. Her residential customers complained they lacked the time to make the

17-mile trip to the extension office and the knowledge to parse advice designed for large agricultural concerns.

Christina Woerner McInnis had seen her grandparents and parents send soil samples, in brown paper bags, to a lab. She began thinking of ways to bring this service to the home gardener.

In 2016, as this soil-to-the-lab idea germinated, one of Woerner McInnis' daughters was feeling lethargic due to food sensitivities. When an appointment with a specialist required a four-month wait, Woerner McInnis sent off for a food-sensitivity kit, pricked her daughter's finger and awaited results. The kit showed a sensitivity to both gluten and yogurt, as well as several other foods. Woerner McInnis suggested her daughter stay away from the yogurt smoothies, which had been a breakfast staple. Her daughter began feeling better quickly.



A combination of this health care experience and what she was hearing from her garden-center customers was the genius of SoilKit.

"Customers would ask, 'What should I do with the lawn or garden?'" she recalls. "I realized, 'We need the blood test. We need the diagnostic test.'"

When it debuted, customers liked the concept and immediately began making suggestions. SoilKit includes a brown bag, similar to what her ancestors used, as well as a pre-paid-postage envelope to send the soil to the lab also used by Woerner McInnis' family.

Deena McMullen, garden center manager at the Elberta Farmers Coop Garden Center, says SoilKit offers relief to puzzled and frustrated lawn owners and home gardeners.

"They have to physically take this test home with them and collect those samples," she says. "That's a very important part of this. It gives them a sense of control. Perhaps before there might not have been a lot of understanding about 'Why do I have all these weeds? Why is my garden not behaving the way I want?'"

Instead of just throwing product and money at the problem, McMullen now offers advice to her customers based on SoilKit's scientific evidence of their unique situation.

"It goes far beyond just sod," she says of the assistance of the lab results. "It goes into growing food and vegetables and keeping a nice flower garden."

Woerner McInnis, who learned customer listening from her grandmother, takes their customers' suggestions seriously. Early SoilKit customers wanted more than just a lab analysis of their soil and suggestions for types of fertilizer. They needed to know how much product to use. Her technology team integrated satellite images from digital maps to estimate the size of a customer's lawn or garden.

Then, rather than customers keying in a code for lab results on a portable device in the hot sun, the AgriTech Corp. team added a personalized, scannable code to the brown bag. Later, as larger companies began carrying the kit, they wanted to have the analysis results translated into a shopping list that would make the purchase of needed fertilizer or other products easier for both the consumer and the garden center staff.

Before long, some online retailers, including Atlanta-based domyown.com, asked her to add clickable links to products, which simplifies the customer's buying experience and also provides valuable analytics to the web company and AgriTech Corp.

Recently, Christina Woerner McInnis and the SoilKit product were one of the finalists in "Making it . . . With Lowe's," a web-based reality program hosted by Daymond James that features small businesses run by diverse and underserved business owners.

Woerner McInnis' ability to translate soil-science into an easy-to-use consumer product impressed the panelists. Her company earned a supplier development marketing package and a \$5,000 grant. Now available through [Lowe's.com](https://www.lowes.com), SoilKit will be featured in stores soon, according to Lowe's website.

"SoilKit was born in an independent family garden center, so it's exciting — the nation is looking for it now," Woerner McInnis says. "What I value most from Lowe's, an expert retailer in a nationwide business, is their number one focus to mentor small businesses."

Maureen Wallace, public relations manager for Lowe's, praised Woerner McInnis' customer-focus and charisma.

"Christina's story is compelling for many reasons: SoilKit tackles a real customer problem, with credibility backed by science and a family that's farmed their land for five generations.

Christina's poise, passion and knowledge helped her product stand out, and we're incredibly proud to call her one of our top Making It... with Lowe's entrepreneurs."



For Woerner McInnis, the success of her company lies in the cross-pollination of farming, technology and customer-needs.

“Homeowners are micro-farmers,” she says, and farming isn’t easy. “We put all the puzzle pieces together and made it easy on the homeowner and the person in the store, too.”



The soil analysis and suggestions for products and amounts also has a positive environmental benefit, as it prevents a common problem of over-fertilizing. Too much fertilizer leads to toxic runoff in waterways, including the Gulf of Mexico and the Mississippi River. Proper amounts feed the lawn without damaging the ecosystem.

“Fertilizer is not bad. Its misuse and abuse is bad,” Christina Woerner McInnis says. “Food doesn’t cause obesity; misuse of it causes obesity.”

In the future, Woerner McInnis envisions using SoilKit-type technology to offer continual updates and advice to customers throughout the growing season. The company would integrate SoilKit analysis with weather information analytics to customize advice to the home-grower throughout the nurturing season.

She would like to use SoilKit analysis to help residential soil absorb some of the legacy carbon in the broader atmosphere. It would be a win-win: good for the residential owner’s lawn and flowers and also better for the environment.

“We do all this coastal cleanup ... yet our fertilizers are running off and killing our sea life,” she says. “Do what is right for the plants in your yard, and do what is right for the environment and be a steward. Begin with the end in mind.”

That’s the legacy she wants to leave for her four children, the sixth generation of the family business.

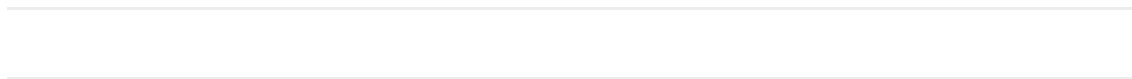


Exhibit 4 – Criminal Background Check

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.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 4 - Criminal Background Check

Flowerwood Medical Cannabis, LLC is the license applicant applying for an Integrated Facility license. Please find attached a **duly completed Form B** that verifies the name and title of each individual identified by § 20-2A-55(b) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) and that each identified individual has requested a criminal background check from the Alabama Law Enforcement Agency.

Please also find attached **duly completed Form Es** for each owner, shareholder, director, board member, and individual with an economic interest in Flowerwood Medical Cannabis, LLC verifying that they have requested a state criminal background check from the Alabama Law Enforcement Agency and a national background check from the Federal Bureau of Investigation.

As verified in the attached Form Es, and per the license application instructions for Exhibit 4, all required Form Cs and Form Ds were submitted directly to the appropriate law enforcement agencies.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

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

NAME	ROLE (select all that apply)
Gregory L. Smith, Jr.	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Ellis V. Ollinger, III	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Christina Woerner McInnis	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Kevin C. Northrop	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Leah P. Ladd	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input checked="" type="checkbox"/> Board Member <input checked="" type="checkbox"/> Individual with Economic Interest in Applicant
Gregory L. Goldston	<input 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
Joseph E. Delia	<input 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 Hartwig	<input 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
John W. Curtis	<input 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

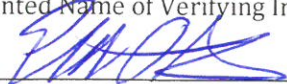
Applicant Verification: The undersigned hereby verifies that the individuals listed hereinabove (and attached, as necessary) are all of the individuals identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) with respect to the Applicant. The undersigned further verifies that each individual listed 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.

Ellis V. Ollinger, III

President

Printed Name of Verifying Individual

Title of Verifying Individual



12/16/2022

Signature of Verifying Individual

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Gregory L. Smith, Jr.

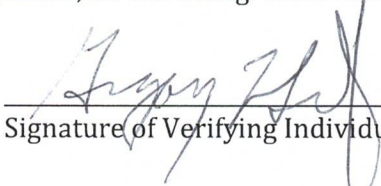
Individual's Name

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

Verification

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

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



Signature of Verifying Individual

12/12/22

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Ellis V. Ollinger III
Individual's Name

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

Verification

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

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

[Signature]
Signature of Verifying Individual

12/9/2022
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Kevin Northrop

Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12/9/22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Leah P. Ladd

Individual's Name

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

Verification

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

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

Digitally signed by Leah P. Ladd
DN: cn=Leah P. Ladd, o=Leah P. Ladd, c=US, United States, e=lladd@flowerwood.com
Reason: I attest to the accuracy and integrity of this document
Location:
Date: 2022.12.11 23:06:06-0600

Signature of Verifying Individual

12/11/2022

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name
Christina Woerner McInnis

License Type

Individual's Name

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

Verification

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

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



Signature of Verifying Individual

12/09/2022

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Gregory L. Goldston

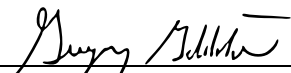
Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12-9-2022
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Mark Hartwig


Individual's Name

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

Verification

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

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



Signature of Verifying Individual

12-2-2022

Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis LLC
Business License Applicant Name

Integrated Facility
License Type

John W. Curtis
Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12/5/22
Verification Date

FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION

Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.

Flowerwood Medical Cannabis, LLC

Integrated Facility

Business License Applicant Name

License Type

Joseph Eric Delia

Individual's Name

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

Verification

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

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


Signature of Verifying Individual

12-2-2022
Verification Date



CHRISTINA WOERNER MCINNIS
5606 E OAKRIDGE DRIVE
ORANGE BEACH, AL 36561


U.S. Department of Justice

Federal Bureau of Investigation
 Criminal Justice Information Services Division
 Clarksburg, WV 26306

CHRISTINA WOERNER MCINNIS
 5606 E OAKRIDGE DRIVE
 ORANGE BEACH, AL 36561

Date: 11-20-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

CHRISTINA WOERNER MCINNIS

Search Completed Result

11-20-2022 E2022324000000122845

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 06/10/1980

Social Security number: XXX-XX-6473

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Kimberly J. Del Greco
 Deputy Assistant Director
 Information Services Branch
 Criminal Justice Information
 Services Division



ELLIS VINCENT OLLINGER III
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

ELLIS VINCENT OLLINGER III
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130

Date: 11-22-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

ELLIS VINCENT OLLINGER III

Search Completed Result

11-22-2022 E2022326000000120393

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 02/03/1969

Social Security number: XXX-XX-1300

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division



GREGORY LEE GOLDSTON
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
 Criminal Justice Information Services Division
 Clarksburg, WV 26306

GREGORY LEE GOLDSTON
 ATTN: BACKGROUND CHECK
 C/O: AMCC
 P.O. BOX 309585
 MONTGOMERY, AL 36130

Date: 12-07-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

GREGORY LEE GOLDSTON

Search Completed Result

12-07-2022 E2022341000000084292

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 09/17/1970

Social Security number: XXX-XX-4290

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
 Deputy Assistant Director
 Information Services Branch
 Criminal Justice Information
 Services Division



GREGORY LITTLE SMITH, JR.
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

GREGORY LITTLE SMITH, JR.
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130

Date: 11-22-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

GREGORY LITTLE SMITH, JR.

Search Completed Result

11-22-2022 E2022326000000120876

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 09/29/1952

Social Security number: XXX-XX-2342

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division

License Type: Integrated Facility
UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E202232600000120876



DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z
TCN WVFBIJM0Z-20221122133051-EDO-0000-32523
AGENCY CASE D30917222313

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME SMITH,GREGORY LITTLE JR

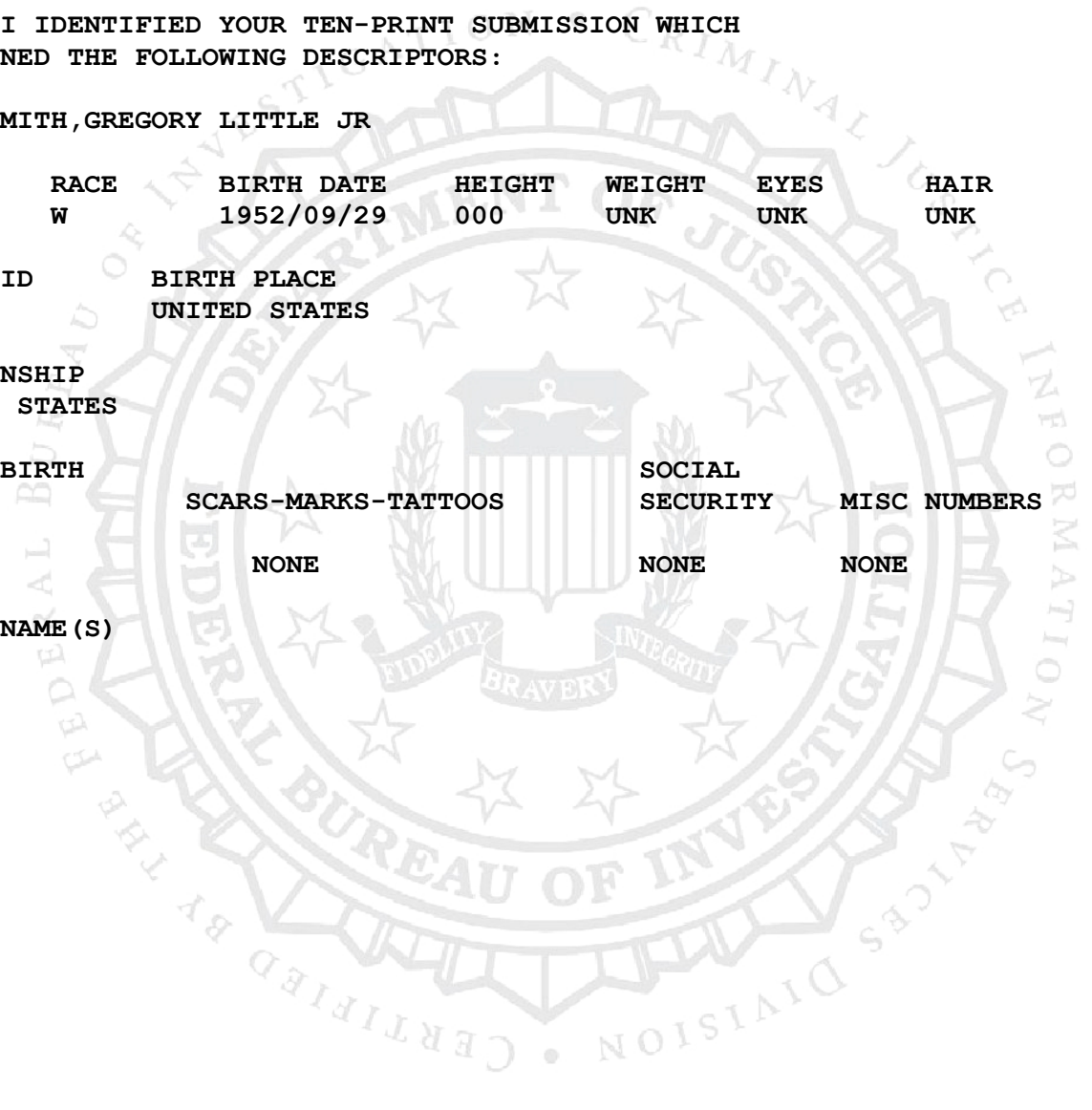
SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W	1952/09/29	000	UNK	UNK	UNK

STATE ID	BIRTH PLACE
NULL	UNITED STATES

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE	NONE	NONE

ALIAS NAME(S)
NONE



END OF COVER SHEET

License Type: Integrated Facility

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E202232600000120876

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI UCN	DATE REQUESTED
SMITH,GREGORY LITTLE-JR	692608S9	2022/11/22

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W	1952/09/29	600	150	BLU	XXX

BIRTH PLACE
ALABAMA

PATTERN CLASS	CITIZENSHIP
LS AU AU LS LS LS AU LS LS LS	UNKNOWN

1-ARRESTED OR RECEIVED 1969/11/15
AGENCY-POLICE DEPARTMENT MOBILE (AL0020100)
AGENCY CASE-78457

FINGERPRINT INFORMATION
BSI/1000030709696
PRINT DATE/2001/05/01

CHARGE 1-PETIT LARCENY

COURT- ()
CHARGE-PETIT LARCENY
DISMISSED 1-14-70

RECORD UPDATED 2022/11/22

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.



JOHN WAYNE CURTIS
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

JOHN WAYNE CURTIS
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130

Date: 12-22-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

JOHN WAYNE CURTIS

Search Completed Result

12-22-2022 E2022356000000153287

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 04/01/1973

Social Security number: XXX-XX-8057

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division



JOSEPH ERIC DELIA
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

JOSEPH ERIC DELIA
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130

Date: 12-11-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

JOSEPH ERIC DELIA

Search Completed Result

12-11-2022 E2022345000000082198

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 03/10/1964

Social Security number: XXX-XX-7718

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division



KEVIN CHRISTIAN NORTHROP
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

KEVIN CHRISTIAN NORTHROP
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130

Date: 11-22-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

KEVIN CHRISTIAN NORTHROP

Search Completed Result

11-22-2022 E2022326000000120786

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 05/04/1974

Social Security number: XXX-XX-3983

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division



LEAH PANAYIOTOU LADD
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

LEAH PANAYIOTOU LADD
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130

Date: 11-22-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

LEAH PANAYIOTOU LADD

Search Completed Result

11-22-2022 E2022326000000120299

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 06/11/1970

Social Security number: XXX-XX-0141

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division



MARK TODD HARTWIG
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MARK TODD HARTWIG
ATTN: BACKGROUND CHECK
C/O: AMCC
P.O. BOX 309585
MONTGOMERY, AL 36130

Date: 12-11-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MARK TODD HARTWIG

Search Completed Result

12-11-2022 E2022346000000013916

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 11/11/1977

Social Security number: XXX-XX-2854

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, appearing to read "Kimberly J. Del Greco", is positioned above the typed name and title.

Kimberly J. Del Greco
Deputy Assistant Director
Information Services Branch
Criminal Justice Information
Services Division


Exhibit 5 – Minimum Performance Bond Requirements

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual


Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 5 – Minimum Performance Bond Requirements

The Applicant must provide a letter of commitment or other form of acknowledgement approved by the Commission (i.e., executed bond documents, proof of capital in the required amount, or other similar verifying documentation), of the ability to secure a performance bond issued by a surety insurance company acceptable to the Commission, possessing at minimum an A rating, in the amount of at least two million dollars (\$2,000,000). Said performance bond must have been secured by the Integrated Licensee at the time a license is issued. Use Form F: Integrated Facility Performance Bond or Form M: Surety Verification of Applicant Qualification for Integrated Facility Performance Bond.

Please find attached a fully executed Form M: Surety Verification of Applicant Qualification for Integrated Facility Performance Bond. Form M was executed by the Great Midwest Insurance Company (AMB#000737; NAIC#18694) with an AMB rating of A- Excellent.

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

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

Flowerwood Medical Cannabis, LLC	Ellis Ollinger	
Integrated Facility Applicant	Contact Person	
15315 Kelly Rd.		
Applicant Address		
Loxley	AL	36551
City	State	Zip
251-964-5122	ollinger@flowerwood.com	
Phone	Email	

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

Great Midwest Insurance Company		
Surety Company		
Thomas J. Bole	Attorney-in Fact	
Surety’s Authorized Representative	Title	
800 Gessner, Ste 600		
Surety Address		
Houston	TX	77024
City	State	Zip
713-935-0226	jbole@cobbsallen.com	
Phone	Email	

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

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

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

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

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


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

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

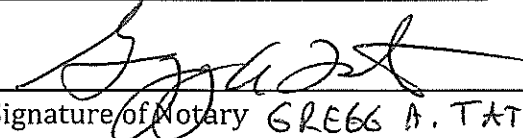
TJB The Surety acknowledges and understands that the Integrated Facility Performance Bond must be fully executed and filed with the Alabama Medical Cannabis Commission on or before the date set by the Commission for issuance of any Integrated Facility license awarded to the Applicant.

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

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

 December 15, 2022
Signature of Surety's Authorized Representative Date

Sworn to and subscribed before GREGG A. TATUM, a Notary Public,
by THOMAS J. BOLE on this 15th day of
DECEMBER, 2022.

 11/29/23
Signature of Notary GREGG A. TATUM My Commission Expires

(Note to Surety: Attach Power of Attorney or other documents as necessary)

POWER OF ATTORNEY

GM-

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Thomas J. Bole, Sharon E. Griffith, H. Grantland Rice III, Gregg A. Tatum

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.



GREAT MIDWEST INSURANCE COMPANY

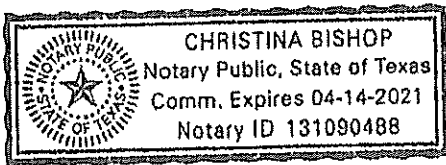
BY

Peter B. Smith

Peter B. Smith
President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 15th Day of December, 2022.



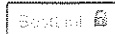
BY

Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Great Midwest Insurance Company

 AMB #: 000737 NAIC #: 18694 FEIN #: 760154296

Domiciliary Address

800 Gessner Road Suite 600
Houston, Texas 77024

[United States](#)

Web: www.skywardinsurance.com

Phone: 713-935-4800

AM Best Rating Unit: [AMB #: 018717 - Skyward Specialty Insurance Group](#)

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



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

Based on AM Best's analysis, [055309 - Skyward Specialty Insurance Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A- (Excellent)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: September 30, 2022
Initial Rating Date: June 30, 1991

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Associate Director : Raymond Thomson, CPCU, ARS, ARM
Director: Rosemarie Mirabella
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

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

Rating (Rating Category): a- (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: September 30, 2022
Initial Rating Date: November 29, 2007

Disclosure Information

Disclosure Information Form

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

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

Financial Size Category [View Definition](#)

Financial Size Category: IX (\$250 Million to \$500 Million)

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

Rating History

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

Financial Strength Rating

Effective Date	Rating	Effective Date	Rating
September 30, 2022	A-	September 30, 2022	a-
August 19, 2021	A-	August 19, 2021	a-
August 19, 2020	A-	August 19, 2020	a-
June 28, 2019	A-	June 28, 2019	a-
November 08, 2018	A u	November 08, 2018	a u
October 10, 2017	A	October 10, 2017	a

Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018717 - Skyward Specialty Insurance Group.



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



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



Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

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

Press Releases

<u>Date</u>	<u>Title</u>
Oct 21, 2021	<u>AM Best Withdraws Credit Ratings of Boston Indemnity Company, Inc.</u>
Jul 09, 2021	<u>AM Best Places Credit Ratings of Boston Indemnity Company, Inc. Under Review With Developing Implications</u>
Aug 19, 2020	<u>AM Best Revises Outlooks to Stable for Members of HIIG Group</u>
May 29, 2020	<u>AM Best Comments on Credit Ratings of Members of HIIG Group Following Appointment of Andrew Robinson as CEO</u>
Jun 28, 2019	<u>AM Best Removes From Under Review With Developing Implications and Takes Various Credit Rating Actions on Members of HIIG Group</u>
Nov 08, 2018	<u>A.M. Best Places Credit Ratings of Houston International Insurance Group, Ltd.'s Subsidiaries Under Review</u>
Jan 23, 2015	<u>A.M. Best Affirms Ratings of Houston International Insurance Group, Ltd.'s Subsidiaries</u>



2

Page size: 10

13 items in 2 pages

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc. is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No. 150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Guide to Best's Credit Ratings](#).



[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Media Relations](#) | [Offices](#) | [Press Releases](#) | [Social Media](#)
[Cookie Notice](#) | [Legal & Licensing](#) | [Privacy Notice](#) | [Regulatory Information](#) | [Site Map](#) | [Terms of Use](#)

Copyright © 2022 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.

Grounds/Authority for Redactions: Bank records exempted from public disclosure except when subject to a subpoena, summons, warrant, or court order pursuant to Ala. Code §§ 5-3A-3(a) and 5-5A-43.

Exhibit 6 – Minimum Liquid Assets

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.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

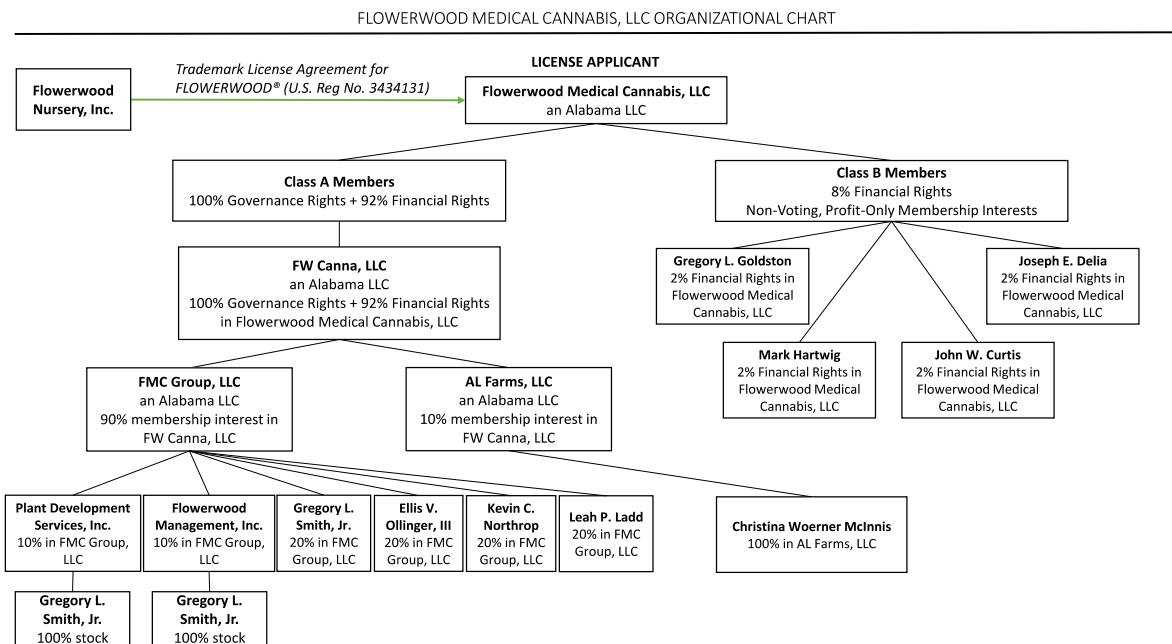
Verification Date

Exhibit 6 – Minimum Liquid Assets Requirement

Proof that the Applicant has at least two hundred fifty thousand dollars (\$250,000) in liquid assets, available at the time the license is issued.

Flowerwood Medical Cannabis, LLC is the applicant entity applying for an Integrated Facility license. Please find attached bank account statements (November account statement and 12/28/22 account balance) from Plant Development Services, Inc. (“PDSI”) and from Flowerwood Management, Inc. showing [REDACTED] and [REDACTED] respectively in liquid assets.

Please note that both PDSI and Flowerwood Management, Inc. have an ownership interest in applicant entity Flowerwood Medical Cannabis, LLC. For convenience, an organizational chart is included below to demonstrate this ownership interest. More important, the **combined liquid assets of \$ [REDACTED] from PDSI and from Flowerwood Management, Inc., far exceeds the minimum liquid capital requirements** for an integrated facility license; are available now and will remain available at the time any license is issued; and are fully committed to capitalize the buildout of our integrated facility should we be awarded a license. If awarded a license, these funds will be transferred into a bank account in the name of Flowerwood Medical Cannabis, LLC.





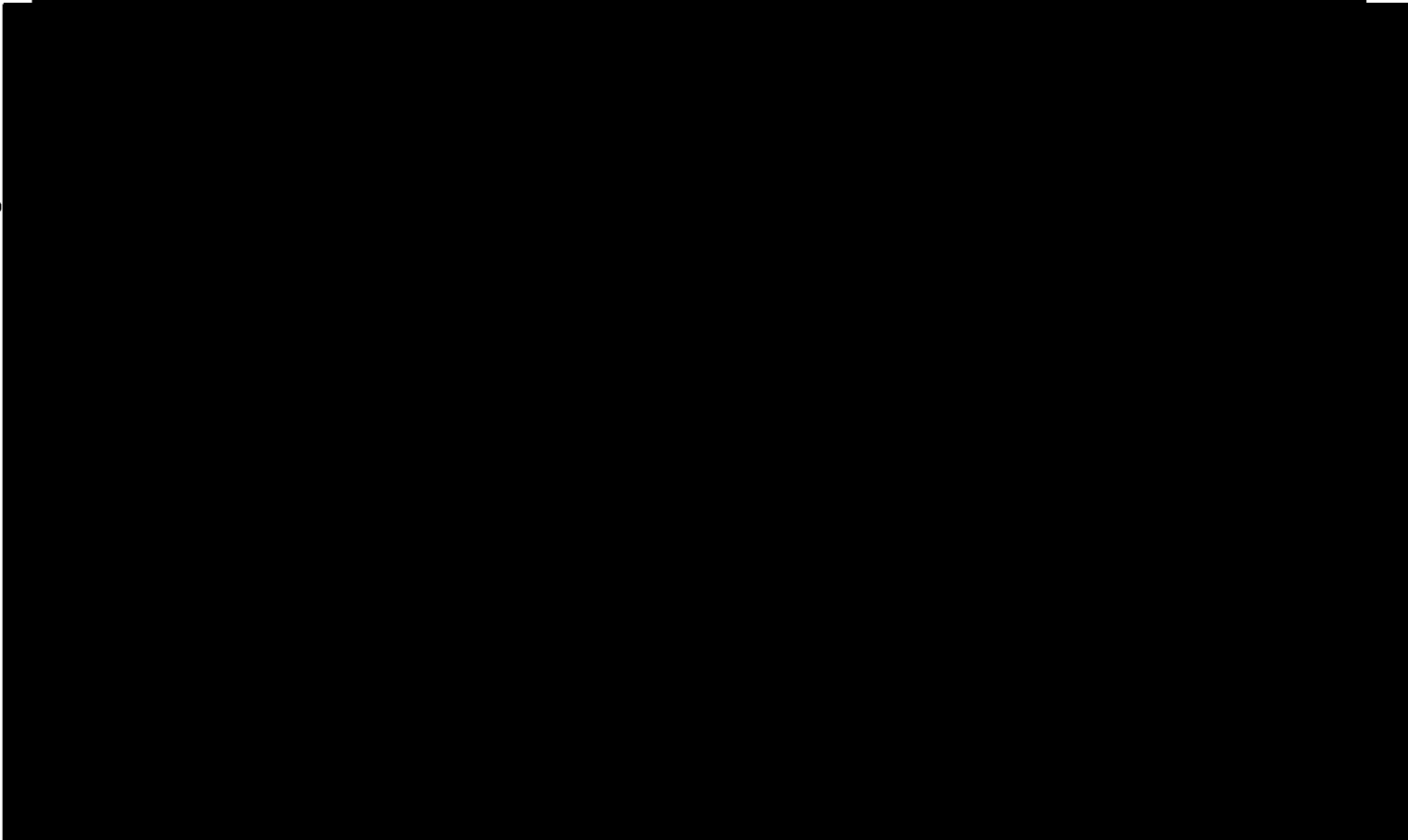
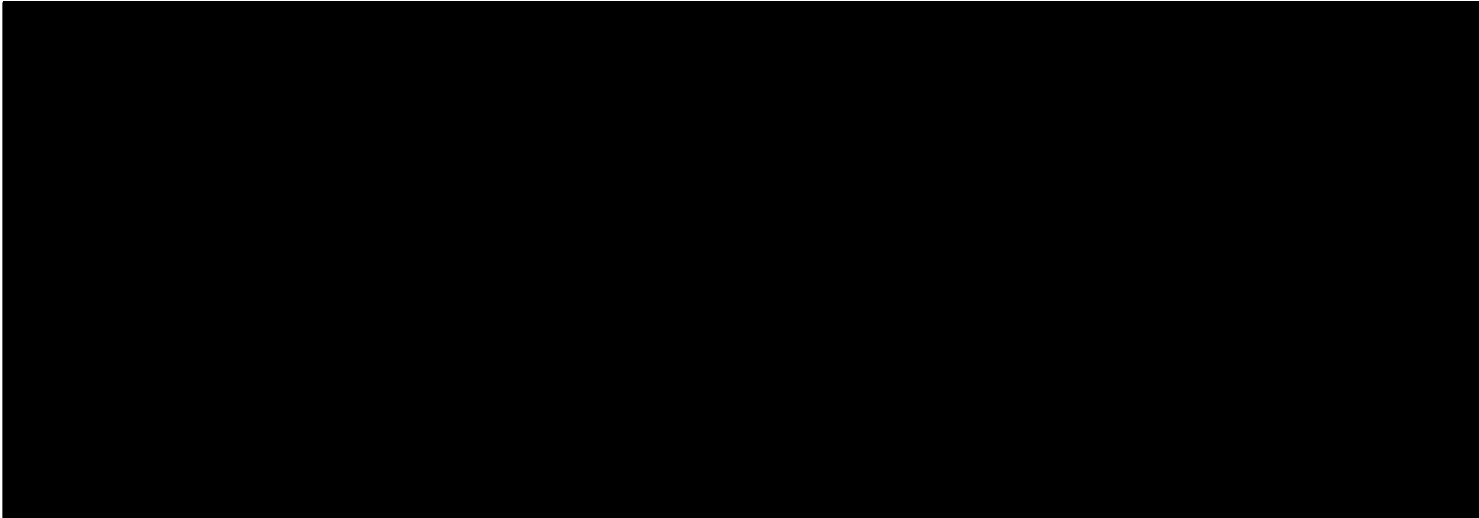
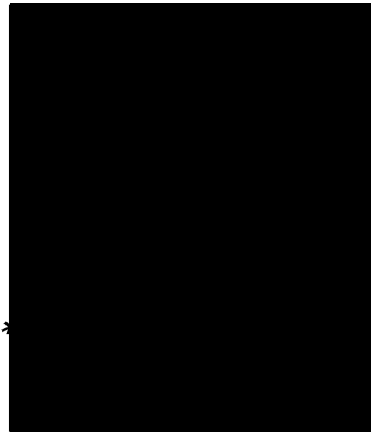
PO Box 4019
Gulfport, MS 39502-4019
Return Service Requested

REDACTED COPY



License Type: Integrated Facility
Page: 1 of 3

1 100000 002
PLANT DEVELOPMENT SERVICES INC
OPERATING ACCOUNT
PO BOX 670
LOXLEY AL 36551





PO Box 4019
Gulfport, MS 39502-4019
Return Service Requested

REDACTED COPY
EQUAL HOUSING
LENDER



License Type: Integrated Facility
Page: 2 of 3

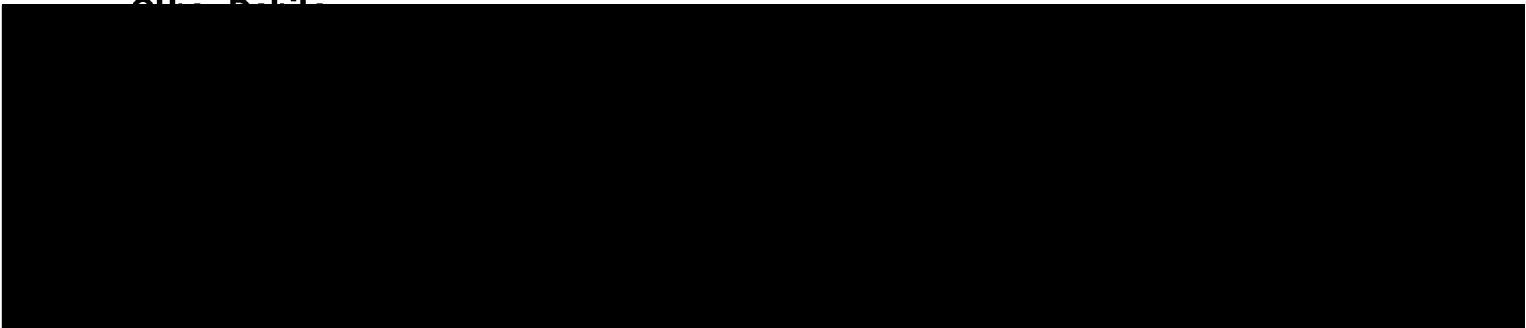
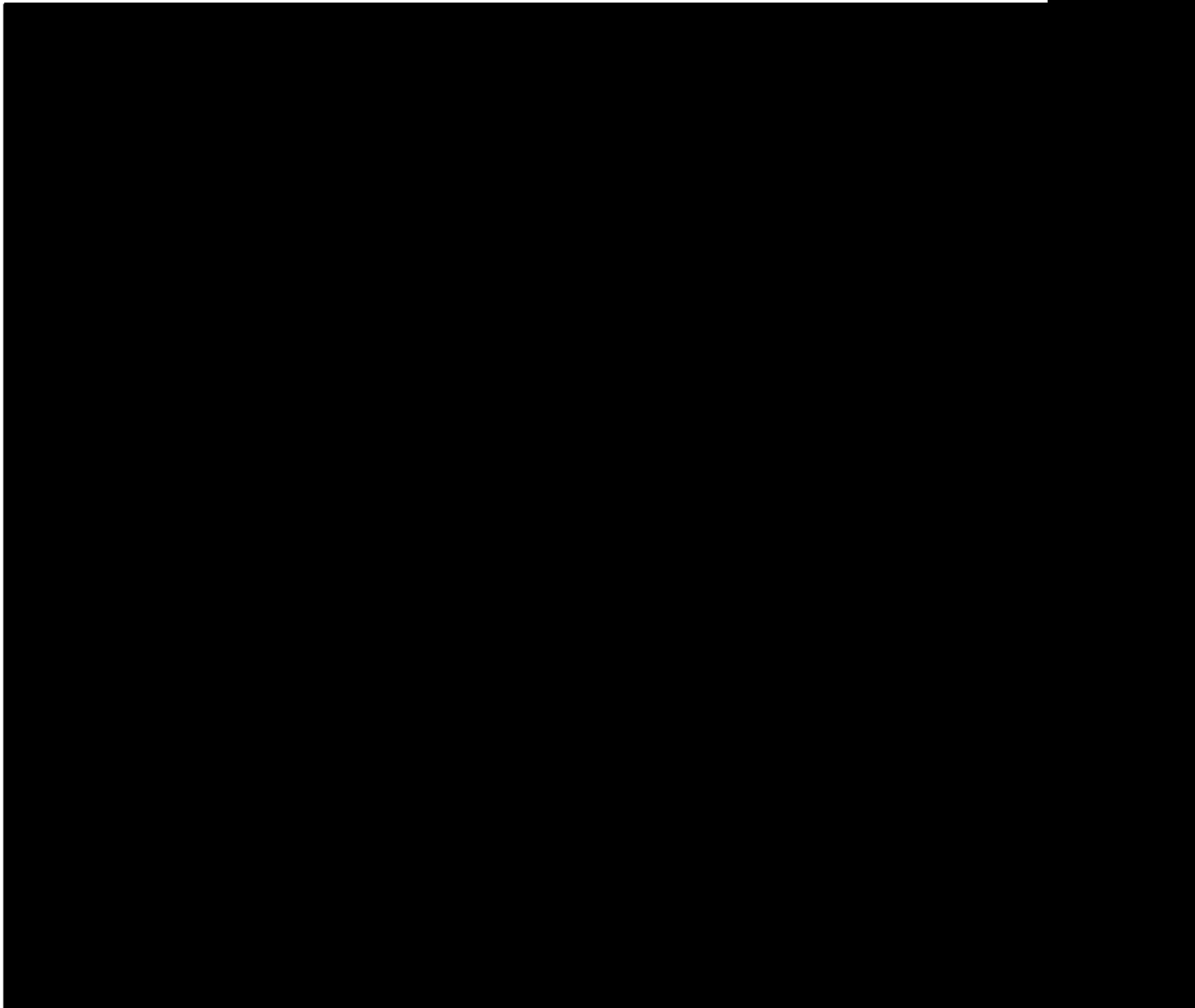
1

Statements Dates

1

**PLANT DEVELOPMENT SERVICES INC
OPERATING ACCOUNT
PO BOX 670
LOXLEY AL 36551**

***TR**





PO Box 4019
Gulfport, MS 39502-4019
Return Service Requested

REDACTED COPY
EQUAL HOUSING
LENDER



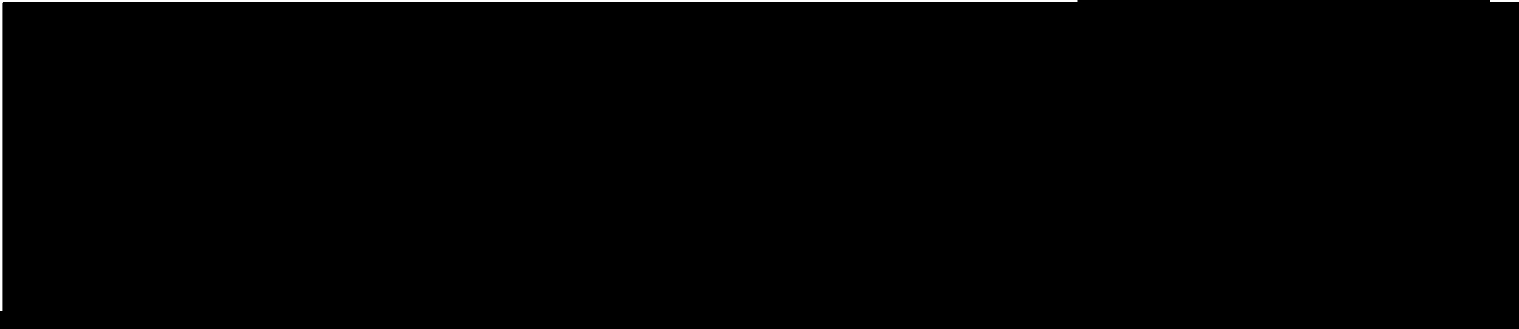
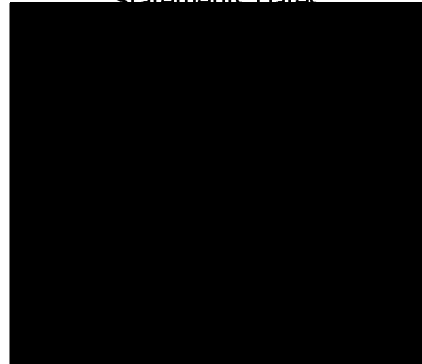
License Type: Integrated Facility
Page: 3 of 3

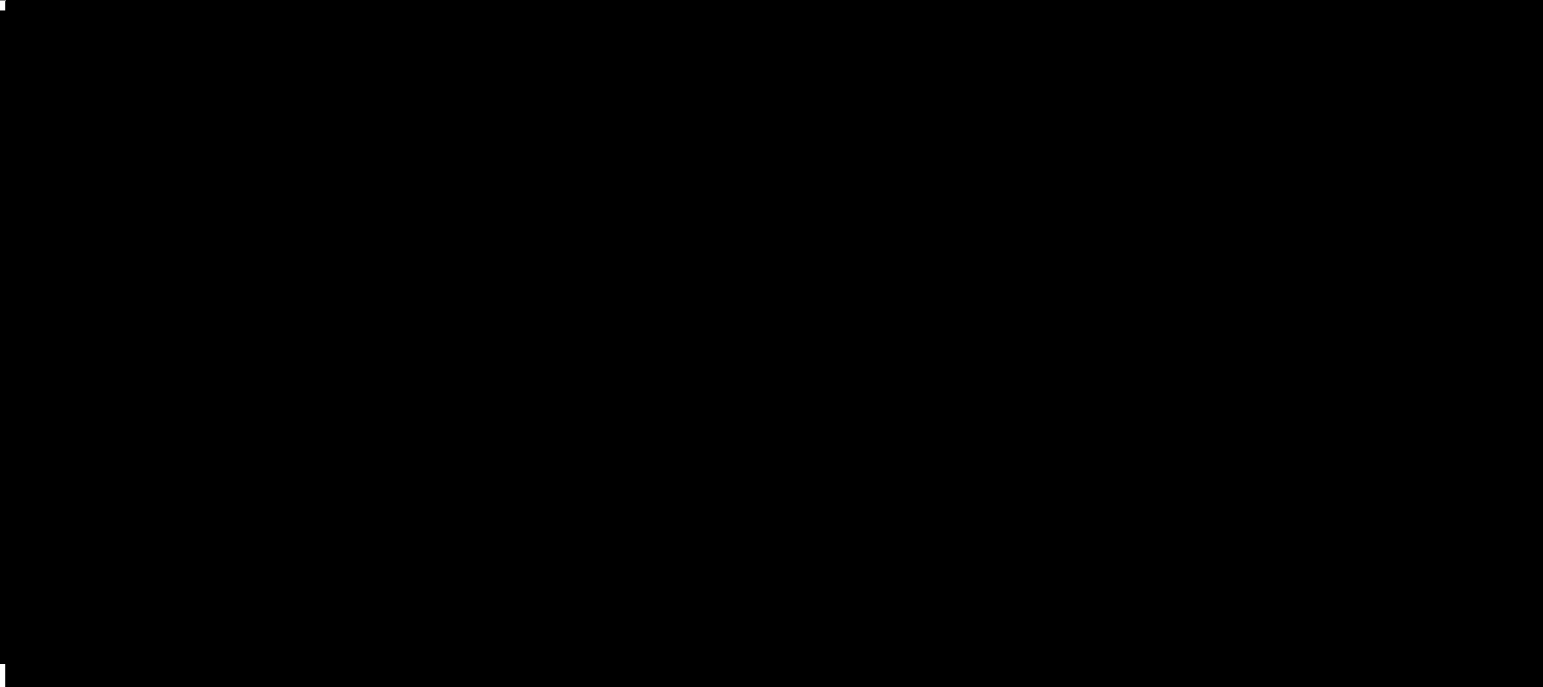
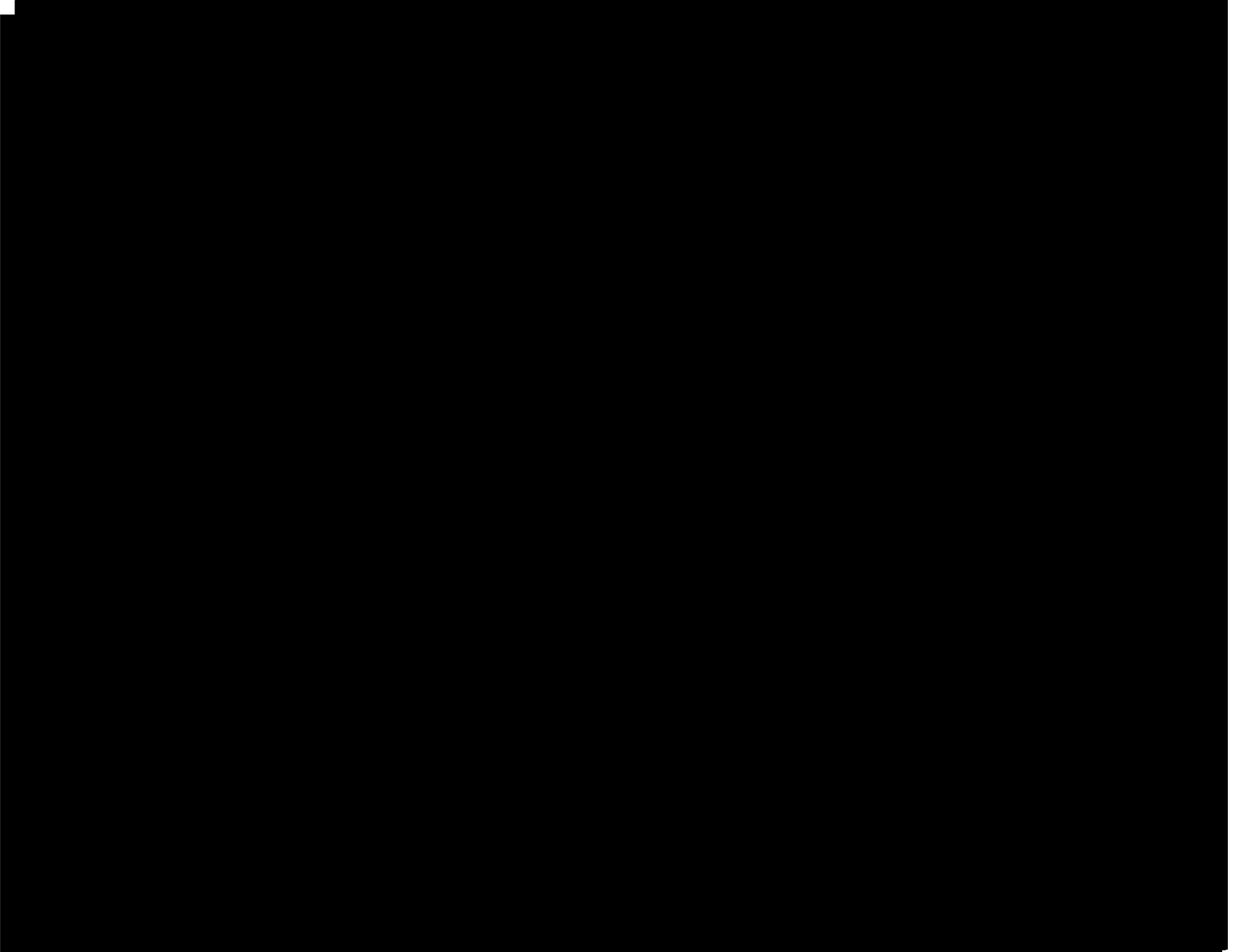


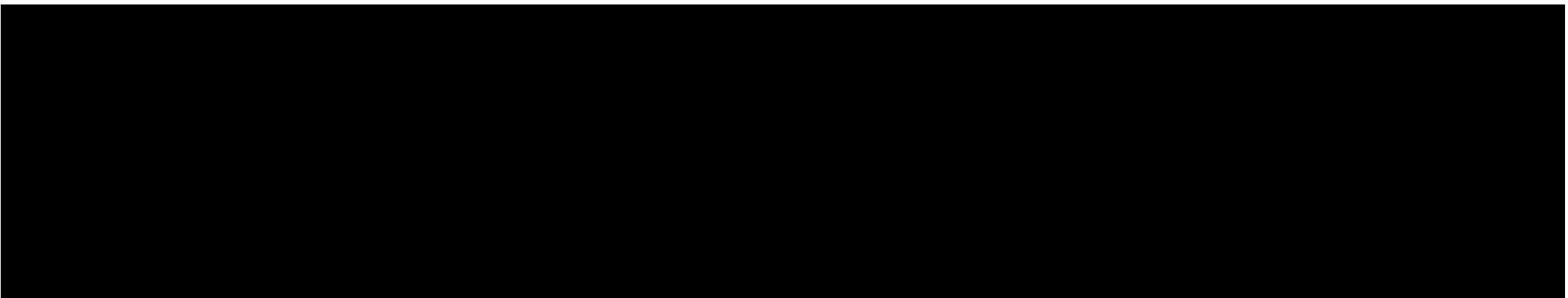
1

Statements Dates

**PLANT DEVELOPMENT SERVICES INC
OPERATING ACCOUNT
PO BOX 670
LOXLEY AL 36551**





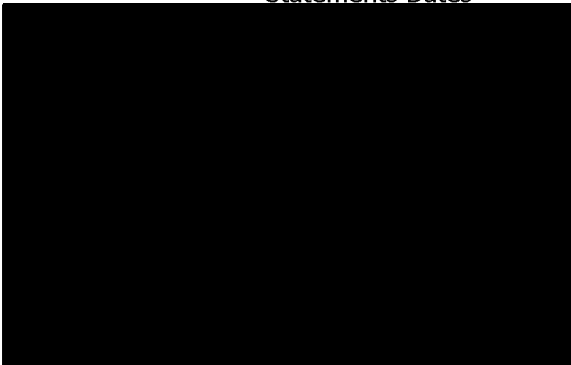




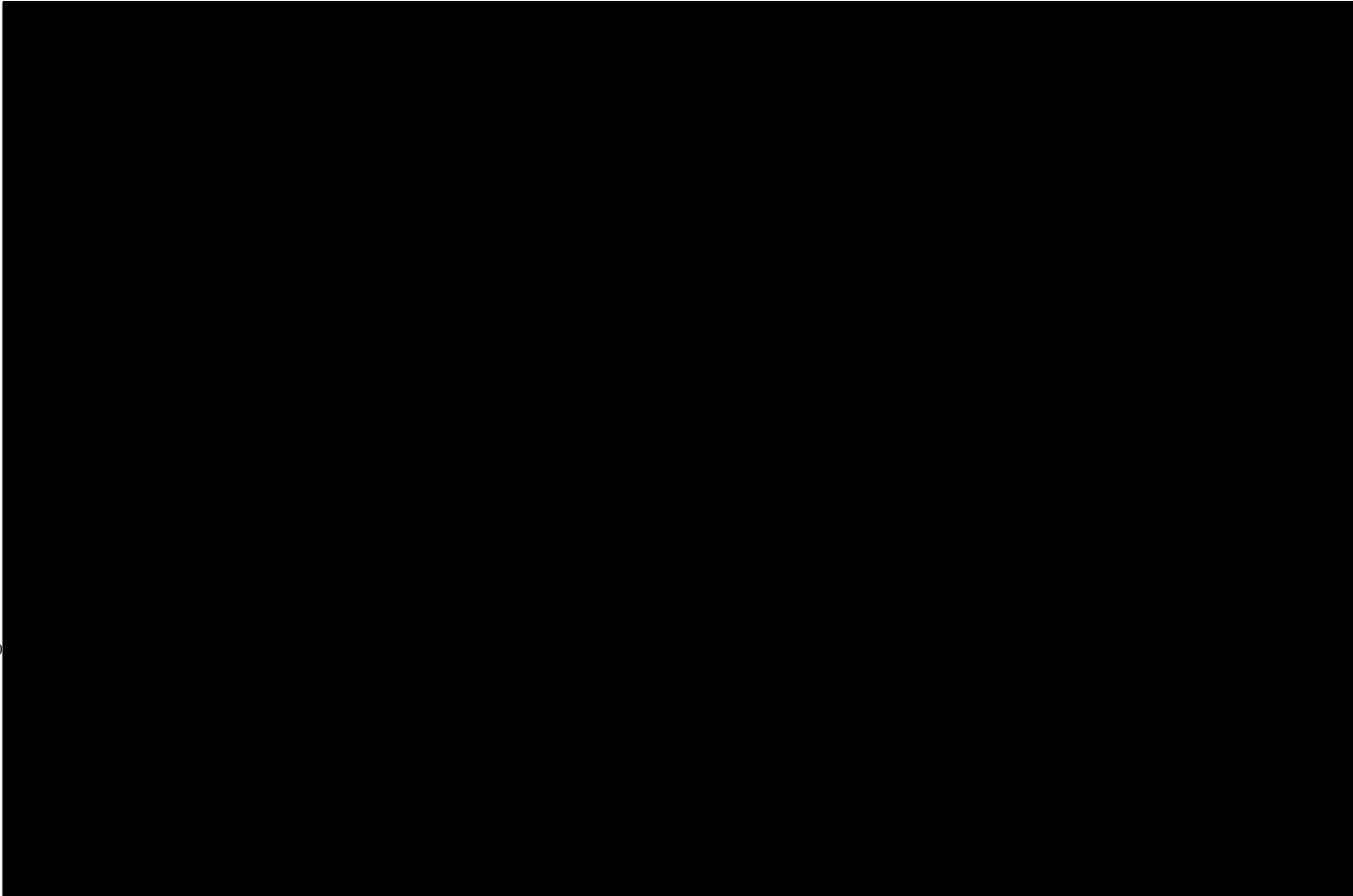
PO Box 4019
Gulfport, MS 39502-4019
Return Service Requested



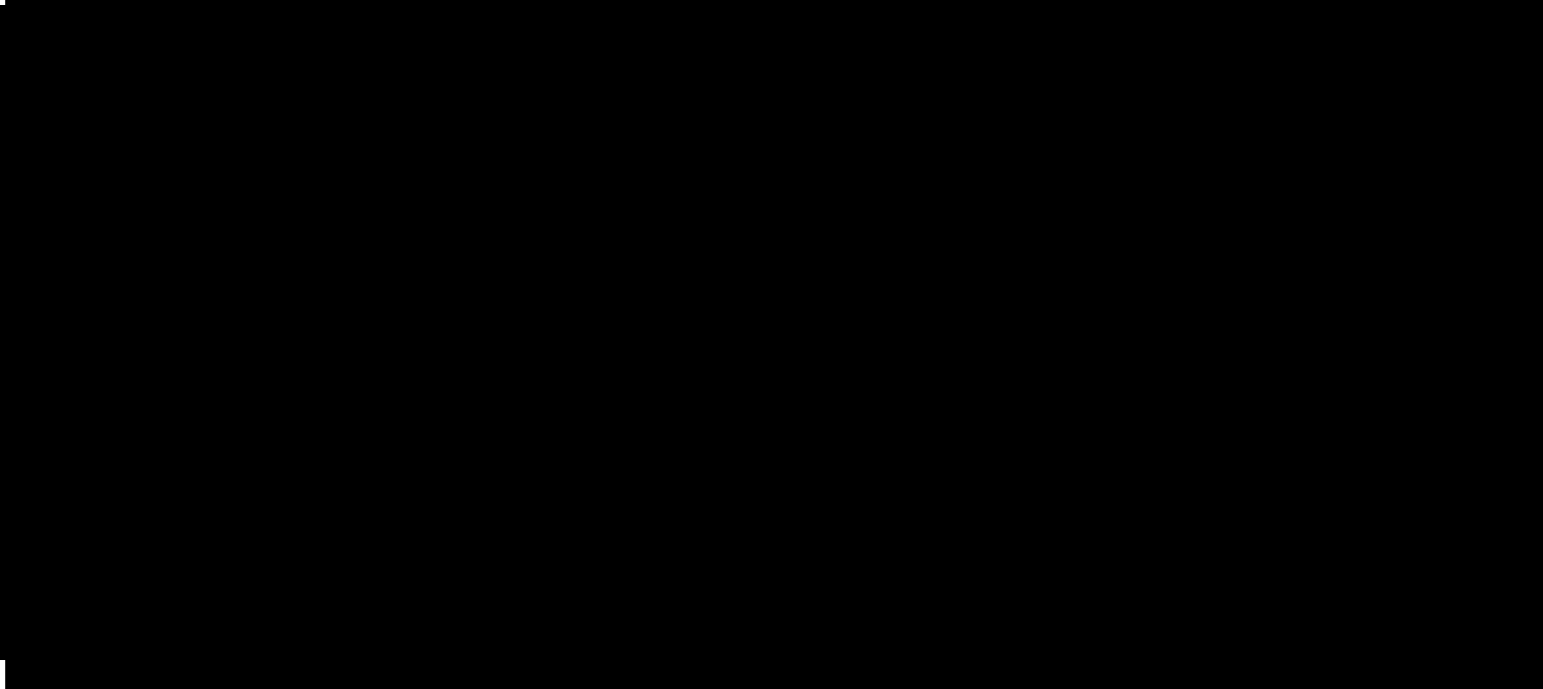
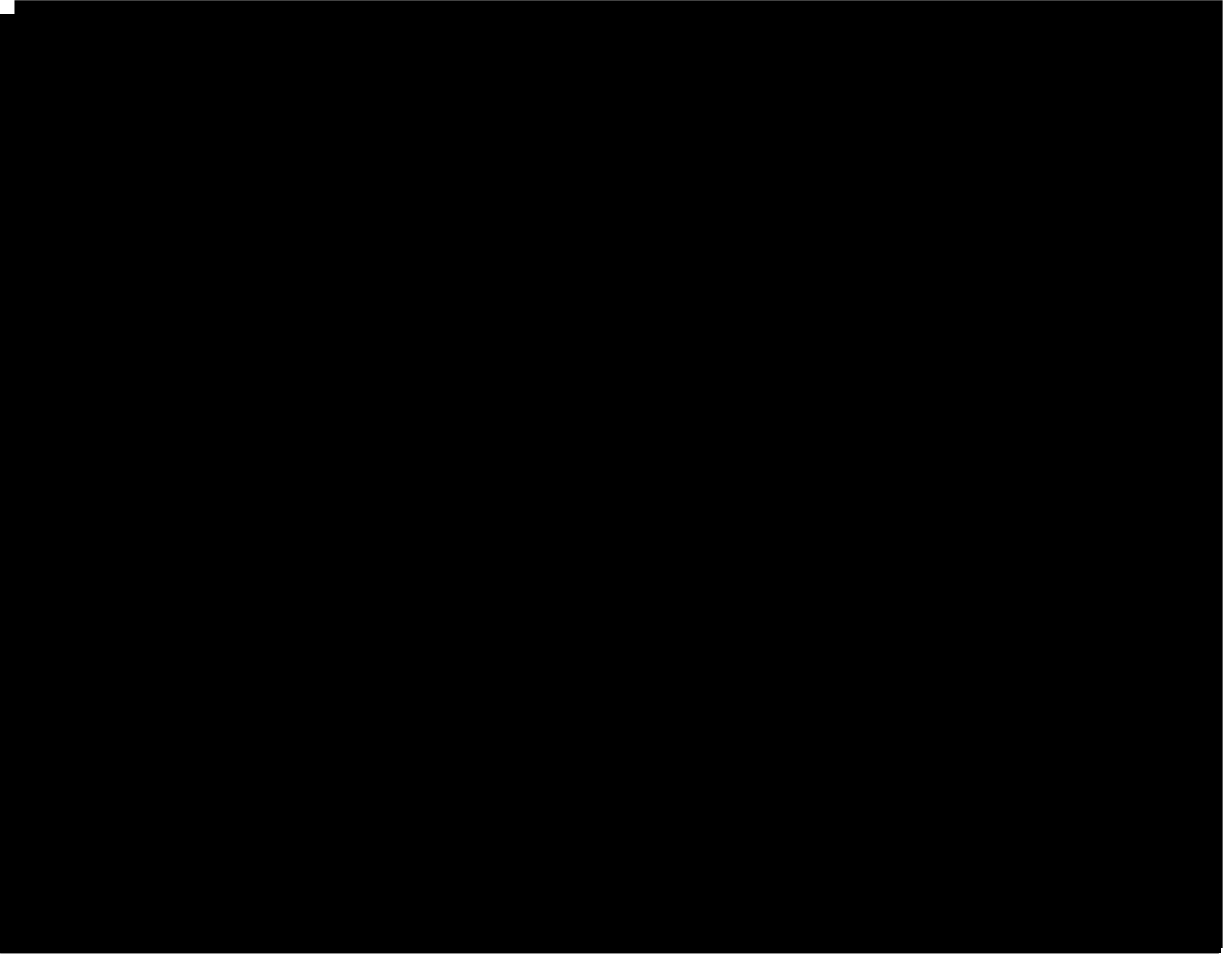
Statements Dates



1 **100000 001**
FLOWERWOOD MANAGEMENT INC
PO BOX 665
LOXLEY AL 36551



10000





Grounds/Authority for Redactions: Bank records exempted from public disclosure except when subject to a subpoena, summons, warrant, or court order pursuant to Ala. Code §§ 5-3A-3(a) and 5-5A-43.

Exhibit 7 – Demonstration of Sufficient Capital

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 7 – Demonstration of Sufficient Capital

A demonstration of sufficient capital available to the Applicant, as well as the source thereof, and verification of the same by a responsible person designated by the Applicant, the Applicant's contact person, and an independent Certified Public Accountant.

I. Determining Sufficient Capital Requirement

Based on financial projections generated by our experienced in-house team – projections based on real-world experience operationalizing medical cannabis cultivation, processing, and dispensary sites in Colorado and Missouri – we have determined that the total projected annual budgets for our proposed integrated facility during the first three full years after a license is issued is \$10M. This includes the capital necessary for a co-located cultivation, processing, and secure transportation facility and five dispensing sites.

II. Proof of Sufficient Capital

The Applicant has liquid capital and a loan commitment letter, totaling [REDACTED], fully committed to this project, demonstrating proof of sufficient capital for Applicant to adequately fund the projected annual budgets during the first three full years after a license is issued to Applicant, expected to occur by July 2023, as required by 538-x-3-.05(3)(m)(8). Information on the source of this capital is included below:

- A. November 2022 Bank Account Statement for Plant Development Services, Inc., showing [REDACTED] in liquid capital (Hancock Whitney Bank, Account [REDACTED]);
- B. November 2022 Bank Account Statement for Flowerwood Management, Inc., showing [REDACTED] in liquid capital (Hancock Whitney Bank, Account # [REDACTED]);
- C. Loan Commitment Letter from Flowerwood Nursery, Inc., to Plant Development Services, Inc., dated 12/28/2022 in the amount of [REDACTED] (with loan contingent on license award). This letter is attached hereto.

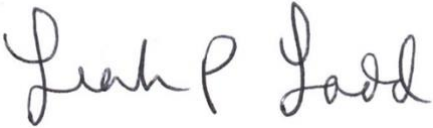
Please note that that both Plant Development Services and Flowerwood Management have an ownership interest in the applicant entity. These funds are fully committed to capitalize the buildout of our facility should we be awarded a license.

III. Verification of Information

The above information is verified by: Lead Ladd, Applicant's Contact Person; Ellis V. Ollinger, III, a Responsible Person designated by Applicant; and by independent Certified Public Accountant Colleen Keleher.


Verification - Contact Person

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.

Leah P. Ladd	Owner
_____	_____
Printed Name of Verifying Individual	Title of Verifying Individual
	12/30/22
_____	_____
Signature of Verifying Individual	Verification Date

Verification - Designated Responsible Person

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.

Ellis V. Ollinger, III	President and CEO
_____	_____
Printed Name of Verifying Individual	Title of Verifying Individual
	12/30/22
_____	_____
Signature of Verifying Individual	Verification Date

Verification - Independent Certified Public Accountant

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.

***Please see attached Verification Letter

_____	_____
Printed Name of Verifying Individual	Title of Verifying Individual
_____	_____
Signature of Verifying Individual	Verification Date



toll-free: (800) 858-3521
direct: (251) 964-5122
fax: (251) 964-6355

December 28, 2022

Mr. Gregory L. Smith, Jr., President
Plant Development Services, Inc.
17325 County Road 68
Loxley, Alabama 36551

Re: Loan Commitment for [REDACTED]

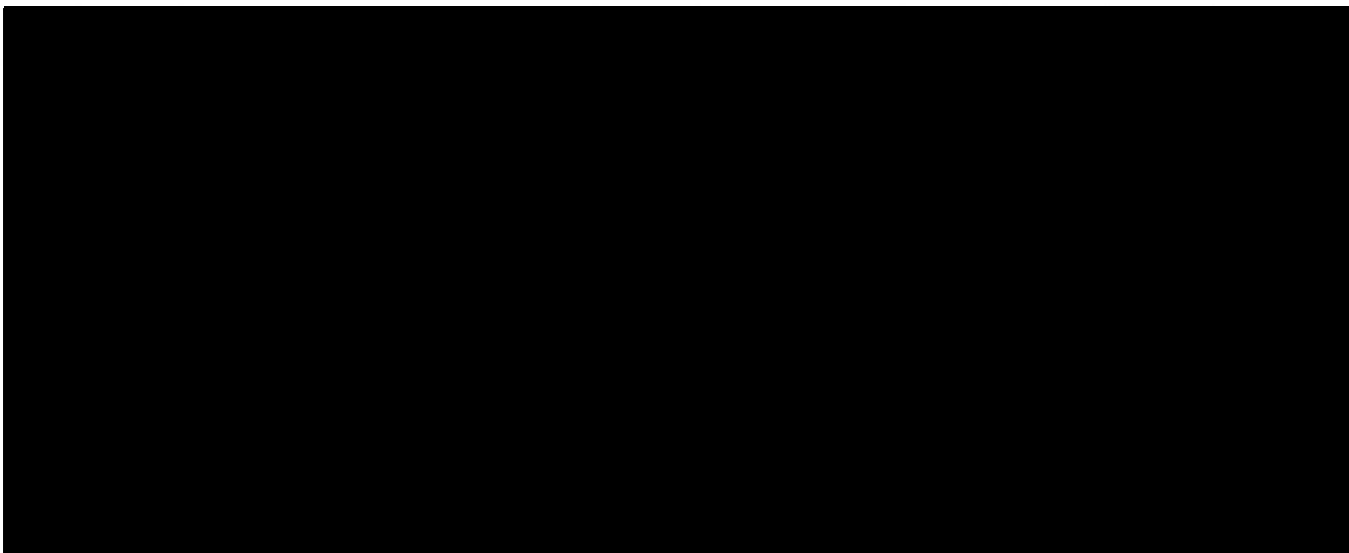
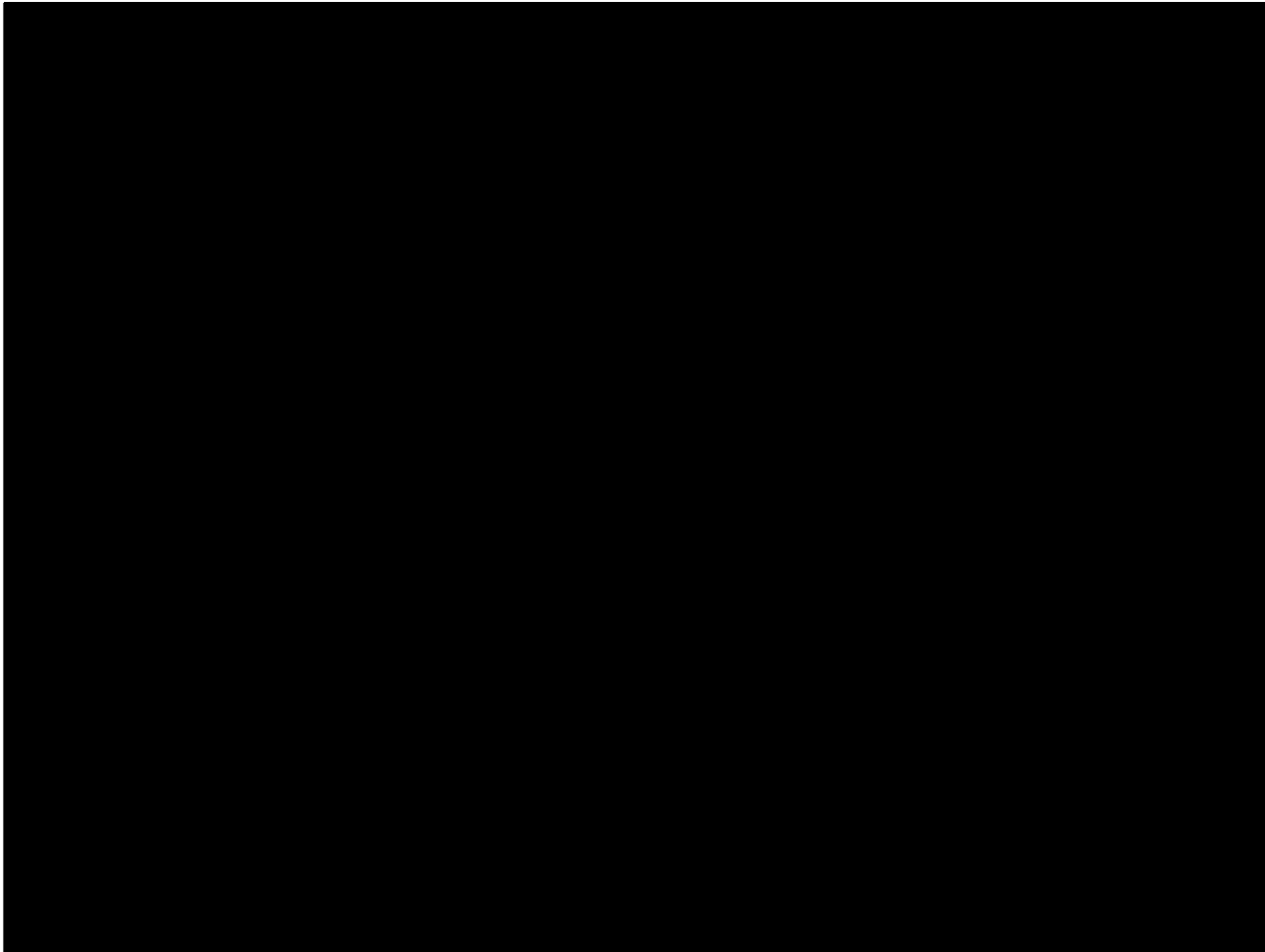
Dear Mr. Smith,

[REDACTED]

[REDACTED]



Mr. Gregory L. Smith, Jr., President
Plant Development Services, Inc.
December 28, 2022
Page -2-





Accounting | Consulting

Mobile • Daphne • Gulf Shores

7133 Stone Drive
Daphne, AL 36526
251.621.1106

PO Box 2405
Gulf Shores AL 36547
251.968.4337

CSBcpa.com

December 30, 2022

To whom it may concern,

Crow Shields Bailey, PC is an independent certified public accounting firm and has been Flowerwood Nursery and its affiliates' CPA firm for numerous years. We prepare income tax returns Flowerwood Nursery, Inc. (Flowerwood), Plant Development Services, Inc. (PDSI), and Flowerwood Management, Inc. (Flowerwood Management). Our firm also performs an annual audit and tax work for Flowerwood. Accordingly, we are familiar with these companies' financial situations. Flowerwood's CFO, who is a certified public accountant, has provided November 2022 internal financial statements for Flowerwood Management, PDSI and Flowerwood which show equity in excess of the cash and loan commitment amounts listed below. The companies have also provided November bank statements for the following bank accounts:

- Flowerwood Management: Hancock Whitney savings account
- PDSI: Hancock Whitney operating account
- Flowerwood Nursery: Merrill Lynch investment account

Flowerwood has also provided a loan commitment letter from Flowerwood to PDSI in the amount of [REDACTED]

At the request of Flowerwood Medical Cannabis, LLC (FMC), we have compared the information provided in Exhibit 7 – Demonstration of Sufficient Capital, as part of FMC's Integrated Facility license application to the bank statements and loan commitment letter listed above. We verify that the following information listed on Part II - Proof of Sufficient Capital agrees to the bank statements and reconciliations and loan commitment letter provided by the Companies' management:

November 2022 Bank Account Statement for Plant Development Services, Inc., showing [REDACTED] (Hancock Whitney Bank, Account [REDACTED]);

November 2022 Bank Account Statement for Flowerwood Management, Inc., showing [REDACTED] (Hancock Whitney Bank, Account [REDACTED]);

Loan Commitment Letter from Flowerwood Nursery, Inc., to Plant Development Services, Inc., dated 12/28/2022 in the amount of [REDACTED] (with loan contingent on license award).

Signed,
Colleen Keleher
Colleen Keleher, CPA



Grounds/Authority for Redactions: Bank records exempted from public disclosure except when subject to a subpoena, summons, warrant, or court order pursuant to Ala. Code §§ 5-3A-3(a) and 5-5A-43.

Exhibit 8 – Minimum Operating Capital Requirement

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 8 – Minimum Operating Capital Requirement

Proof that the Applicant has the financial ability to maintain operations for not less than two years following the date the application is accepted by the Commission.

Overview:

Our Company brings access to substantial financial and operational resources to ensure that it will be a successful, sustainable, and reliable Integrated Facility in Alabama. Our access to financial and human capital will serve as the foundation needed to construct our co-located cultivation, processing, and secure transportation facility and five dispensing sites, develop and implement fully integrated and compliant standard operating policies and procedures, and recruit and train the staff necessary to grow, process, and dispense safe and effective pharmaceutical-grade medical cannabis products to qualifying patients and caregivers. Based on the financial projections our experienced in-house team has generated – projections based on their real-world experience of operationalizing medical cannabis cultivation, processing, and dispensary sites in Colorado and Missouri – we have determined an accurate estimate of the capital and operating expenses necessary to build our proposed Integrated Facility (a co-located cultivation, processing, and secure transportation facility and five dispensing sites) and can carefully and diligently develop sound business planning to achieve financial stability in the Alabama market.

Financial Projections:

We expect to generate approximately \$240.4 million in cumulative net product sales in the first five years of operation with approximately \$2.3 million in net product sales in Year 1 growing at a compound annual growth rate of 139% to \$76.1 million in Year 5. The Year 1 and Year 2 cumulative working capital requirements for our Integrated Facility is approximately \$5.6 million. We have assumed sales to be entirely comprised of processed cannabis goods. We have assumed retail pricing based on the cost per milligram of THC, ranging from \$0.20 per milligram to \$0.32 per milligram, depending on the category of product, based on the pricing dynamics we have experienced in Missouri and seen in other highly regulated medical cannabis programs. We will produce over 37,200 pounds of product over the five years, with 688 pounds of product produced in Year 1 increasing to over 11,100 pounds of product in Year 5. These production estimates are based on our mixed-light cultivation model, which assumes our Integrated Facility's 18,600 square feet

of flowering canopy. We intend to scale up in our facility space with the growth of the patient population such that we are not using the entire 18,600 square feet of available flowering canopy until such time as it makes financial sense to do so. The peak yield production estimates are based in part on our utilization of LED lighting systems in our greenhouse facility (496 LED lighting units in our flowering area – 2 LED lights per 5x15 foot rolling grow table).

Estimating the Patient Population:

One of the most commonly misrepresented forecasting assumptions in new medical cannabis markets is the patient adoption rate and active patient growth curves. In states with medical cannabis, the average program enrollment relative to the state's population is 1.1%. However, with nearly a third of states legalizing medical cannabis in 2016 or later, we expect the percentage to increase. During the introductory phases, early legalization states saw relatively modest adoption rates in the first year of their programs, only to see exponential growth as the population adapted to the concept of medical cannabis and grew more comfortable; states also tended to liberalize qualifying conditions, and how medical cannabis could be used to treat those conditions.

For example, in 2012, Arizona had approximately 34,000 patients enroll in the first year of its medical cannabis program, representing 0.5% of the state's population at that time. Over the first seven years of the program, the percentage of the state's participating population quintupled to 2.8% (March 2019 figure). Similarly, New Mexico's first-year adoption rate of 0.52% in 2012 grew to 4.19% by 2018, a 706% increase. Not surprisingly, states with very strict medical cannabis programs (i.e. with few qualifying conditions) have seen many fewer participants. Minnesota, for example, has one of the most restricted programs in the country, and its adoption rate since 2015 remains at only 0.01%.

With the qualifying conditions list in Alabama tracking very closely to that of Arizona, we expect Alabama to see a similar adoption rate adjusted for the allowable forms of medical cannabis to treat those conditions. Using this methodology, we estimate that in Year 1 we will reach 0.55% of the available total population increasing incrementally to 1.25% in Year 5. As such, we estimate that the near-term registered patient population in Alabama will be between approximately 28,000 and 63,000. We also assume that since our

proposed Integrated Facility would represent 5 of 37 medical cannabis dispensing sites in the state, we will serve approximately 13.5% of the total patient population.

<u>Sales Summary</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>5-Year Total</u>
Retail Gross Revenue	\$312,200	\$22,189,600	\$52,645,600	\$54,750,000	\$54,750,000	\$184,647,400
Wholesale Gross Revenue	\$2,265,463	\$7,711,602	\$15,755,267	\$26,927,611	\$29,805,717	\$82,465,661
Bulk Sales Gross Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Gross sales	\$2,577,663	\$29,901,202	\$68,400,867	\$81,677,611	\$84,555,717	\$267,113,061
Sales discount & promotions	\$257,766	\$2,990,120	\$6,840,087	\$8,167,761	\$8,455,572	\$26,711,306
Net sales	\$2,319,897	\$26,911,081	\$61,560,780	\$73,509,850	\$76,100,145	\$240,401,754

Sources of Funding:

We estimate that the capital required to build the initial phase of our Integrated Facility (Phase 1 of co-located cultivation, processing, and secure transportation) and five dispensing sites in Alabama is \$5,540,000. This estimate is based on the experience of our operations team developing multiple cannabis cultivation, processing, and dispensary sites in Colorado and Missouri. Importantly, in both jurisdictions, these facilities were developed in entirely new medical cannabis markets that only came into existence once licenses were issued, similar to what will occur in Alabama. In other words, we are well versed in standing up licenses in new onset medical cannabis programs and have the financial discipline and wherewithal to succeed in the Alabama medical cannabis program as an Integrated Facility.

Our proposed Integrated Facility is 46,400 square feet and consists of an existing 30,400 square foot existing greenhouse that will house up to 18,600 square feet of flowering canopy and a new 16,000 square foot building that will house all cultivation support space, our processing/lab area, and secure transportation. We are also proposing five dispensing sites. Our operations team has developed a significant track record of designing, developing, and operating medical cannabis facilities that have balanced the needs of opening in a manner that complies with state-mandated deadlines with the expected 3-5 year growth of the program. For example, our operations team operationalized 30,000 square feet of cultivation space, a processing lab, and five dispensaries within the first year of the Missouri medical cannabis program. Our

operations team, all of whom are owners in the applicant entity, have successfully avoided materially over (and under) building cultivation, processing, and dispensing capacity resulting in facility utilization optimization. This achievement is the direct result of their understanding of the programmatic nuances of each jurisdiction including supply chain specific regulations, product format, delivery mechanisms allowances, qualifying patient conditions, physician engagement protocols and demographics. More important, the result of this experience is that our Company has the financial and operational resources to become a sustainable Integrated Facility in Alabama.

To assure our financial stability in Alabama, not only have two of the entities that make up the applicant entity pledged just over ██████ in liquid assets for this project, but we have secured a Loan Commitment Letter for ██████. As such, we are confident that we have sufficient capital to fund our estimated operating expenses as set forth below. Attached are: 1) November 2022 bank account statements from Plant Development Services, Inc. (“PDSI”) and from Flowerwood Management, Inc. showing ██████ and ██████ respectively in liquid assets; and 2) a Loan Commitment Letter from Flowerwood Nursery, Inc., to Plant Development Services, Inc., in the amount of ██████ (with the loan contingent on license award). Please note that that both Plant Development Services, Inc. and Flowerwood Management, Inc. have an ownership interest in applicant entity Flowerwood Medical Cannabis, LLC. Please also note that the liquid capital demonstrated by Plant Development Services, Inc., and by Flowerwood Management, Inc., are available now and will remain available at the time any license is issued. More important, these funds are fully committed to capitalize the buildout of our integrated facility should we be awarded a license.

These combined funds are more than sufficient to not only cover the build-out costs of our proposed facilities but to also cover operational expenses related to those facilities until becoming cash flow positive (with a reserve in case of an unforeseen emergency) based on our financial projections described above. We know this because our operations team owners have been tasked with this responsibility before and have consistently exceeded all expectations. For example, Missouri required all licensees to get operational within 1 year of notice of license award. BeLeaf Medical, co-founded and operated by our operations team owners, not only managed to meet this deadline by standing up a 30,000

square foot cultivation and processing facility and five dispensaries but was the first operator in the state to get open, serving Missouri patients months before the vast majority of fellow licensees.

Operating Costs:

The table below provides a detailed operational cost breakdown of our anticipated expenses related to building out our co-located cultivation, processing, and secure transportation facility and five dispensing sites.

<u>Operating Expense Forecast</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>5-Year Total</u>
Corporate SG&A	\$257,766	\$2,990,120	\$6,840,087	\$8,167,761	\$8,455,572	\$26,711,306
Retail operating costs	\$203,955	\$4,252,732	\$6,224,968	\$6,334,915	\$6,361,973	\$23,378,544
Facility operating costs	\$306,102	\$1,651,707	\$2,930,911	\$3,693,495	\$3,902,914	\$12,485,128
Total Operating Costs	\$767,823	\$8,894,560	\$15,995,966	\$18,196,170	\$18,720,459	\$62,574,978

<u>Retail Operating Expenses</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>5-Year Total</u>
Wages & salaries	\$108,101	\$2,597,048	\$3,239,104	\$3,239,423	\$3,239,757	\$12,423,432
Marketing	\$12,488	\$887,584	\$2,105,824	\$2,190,000	\$2,190,000	\$7,385,896
Rent	\$5,000	\$120,000	\$150,000	\$150,000	\$150,000	\$575,000
Utilities	\$700	\$16,800	\$21,000	\$21,000	\$21,000	\$80,500
Credit union fees	\$4,000	\$97,200	\$127,260	\$133,623	\$140,304	\$502,387
Other operating expenses	\$3,700	\$89,910	\$117,716	\$123,601	\$129,781	\$464,708
Insurance	\$2,000	\$48,600	\$63,630	\$66,812	\$70,152	\$251,194
Miscellaneous	\$2,000	\$48,600	\$63,630	\$66,812	\$70,152	\$251,194
IT & information systems	\$1,300	\$31,590	\$41,360	\$43,427	\$45,599	\$163,276
Travel and meals	\$1,000	\$24,300	\$31,815	\$33,406	\$35,076	\$125,597
Office supplies	\$1,000	\$24,300	\$31,815	\$33,406	\$35,076	\$125,597
Maintenance & repairs	\$1,000	\$24,300	\$31,815	\$33,406	\$35,076	\$125,597
Starting operating costs	\$55,000	\$82,500	\$0	\$0	\$0	\$137,500
Depreciation	\$6,667	\$160,000	\$200,000	\$200,000	\$200,000	\$766,667
Retail Operating Expenses	\$203,955	\$4,252,732	\$6,224,968	\$6,334,915	\$6,361,973	\$23,378,544

Facility Operating Expenses	2023	2024	2025	2026	2027	5-Year Total
Labor	\$427,951	\$3,294,380	\$6,321,801	\$8,015,567	\$8,416,345	\$26,476,043
Rent	\$60,800	\$153,216	\$160,877	\$168,921	\$177,367	\$721,180
Utilities	\$7,600	\$19,152	\$20,110	\$21,115	\$22,171	\$90,148
Maintenance & repairs	\$28,500	\$71,820	\$75,411	\$79,182	\$83,141	\$338,053
Other operating expenses	\$75,000	\$189,000	\$198,450	\$208,373	\$218,791	\$889,614
IT & information systems	\$50,000	\$126,000	\$132,300	\$138,915	\$145,861	\$593,076
Insurance	\$25,000	\$63,000	\$66,150	\$69,458	\$72,930	\$296,538
Miscellaneous	\$20,000	\$50,400	\$52,920	\$55,566	\$58,344	\$237,230
Travel and meals	\$10,000	\$25,200	\$26,460	\$27,783	\$29,172	\$118,615
Office Supplies	\$10,000	\$25,200	\$26,460	\$27,783	\$29,172	\$118,615
Depreciation	\$73,750	\$177,000	\$177,000	\$177,000	\$177,000	\$781,750
Facility Operating Expenses	\$788,601	\$4,194,368	\$7,257,939	\$8,989,661	\$9,430,294	\$30,660,862
Less: attributable overhead	(\$482,499)	(\$2,566,291)	(\$4,440,712)	(\$5,500,253)	(\$5,769,851)	(\$18,825,066)
Plus: bad debts	\$0	\$23,630	\$113,685	\$204,087	\$242,471	\$583,873
Net operating expenses	\$306,102	\$1,651,707	\$2,930,911	\$3,693,495	\$3,902,914	\$12,485,128

The single largest operational expense contributing to cost of goods sold is direct labor since we plan to staff our facilities appropriately from an operational and compliance perspective. Specifically, direct labor at the facility represents 15% total potential gross sales from the facility. Additionally, we forecast full staffing at the dispensaries including a general manager, 2 assistant general managers, dedicated security, and 5 part-time roles per shift per location. The dispensaries call for a minimum of 20 full time positions, and 25 part-time roles (anticipated to hire in excess of 25 part-time employees to alternate shifts and ensure part-time hours per employee). If the participation rate in the program by qualifying patients and caregivers ramps up faster than projected, we will hire additional employees accordingly.

The single largest non-cash operational expense is depreciation associated with the full development of our facilities. In total, we expect to deploy approximately \$9.0 million in budgeted capital (to fund operating losses and capital spending) until September 2024 (at which point the cash flows from the operations consistently cover the cash requirements) as our facilities gain scale and spread the initially high fixed costs over larger production and retail volume.

Cash Costs	2023	2024	2025	2026	2027
COGS	\$848,972	\$6,070,327	\$12,523,331	\$15,541,424	\$15,895,575
Operating expenses	\$767,823	\$8,894,560	\$15,995,966	\$18,196,170	\$18,720,459
Taxes	\$566,661	\$7,366,679	\$17,137,951	\$20,341,131	\$21,098,532
Working capital funding	\$483,686	\$5,160,669	\$1,785,019	\$103,110	\$172,412
Total operating costs	\$2,667,142	\$27,492,234	\$47,442,267	\$54,181,835	\$55,886,977
Non-cash operating expenses	\$80,417	\$337,000	\$377,000	\$377,000	\$377,000
Cash operating expenses	\$2,586,725	\$27,155,234	\$47,065,267	\$53,804,835	\$55,509,977
Capex	\$4,473,333	\$1,066,667	\$0	\$0	\$0
Total cash costs	\$7,060,058	\$28,221,901	\$47,065,267	\$53,804,835	\$55,509,977

Budgeted & Sufficient Capital	2023	2024	2025	2026	2027
Net sales	\$2,319,897	\$26,911,081	\$61,560,780	\$73,509,850	\$76,100,145
Budgeted capital financing	\$4,754,876	\$4,123,232	\$0	\$0	\$0
Cash costs funded through ops	\$2,305,183	\$24,098,669	\$47,065,267	\$53,804,835	\$55,509,977
Total funded cash costs	\$7,060,058	\$28,221,901	\$47,065,267	\$53,804,835	\$55,509,977
Cumulative budgeted capital	\$4,754,876	\$8,878,108	\$8,878,108	\$8,878,108	\$8,878,108

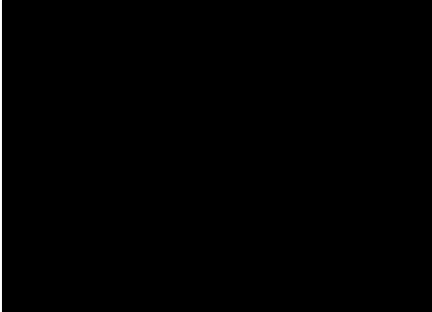
In short, there is no better planning tool than previous experience developing and operating medical cannabis facilities in new medical cannabis markets, something our operations team has done multiple times. The initial capital requirements are significant, and the potential initial year operating losses require appropriate forecasting. Our Company fully comprehends these financial requirements and other new medical market realities and is prepared to fund operating costs accordingly.



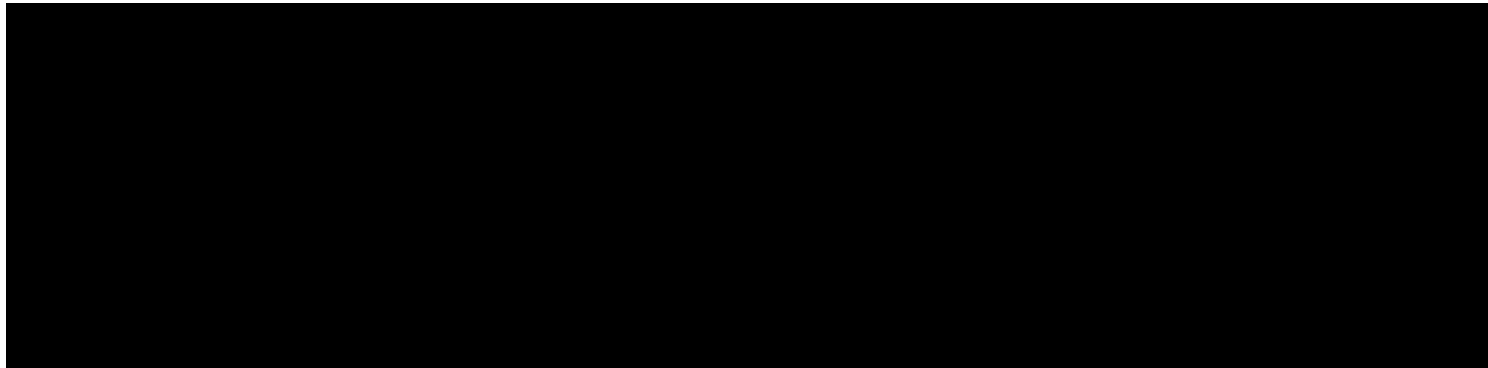
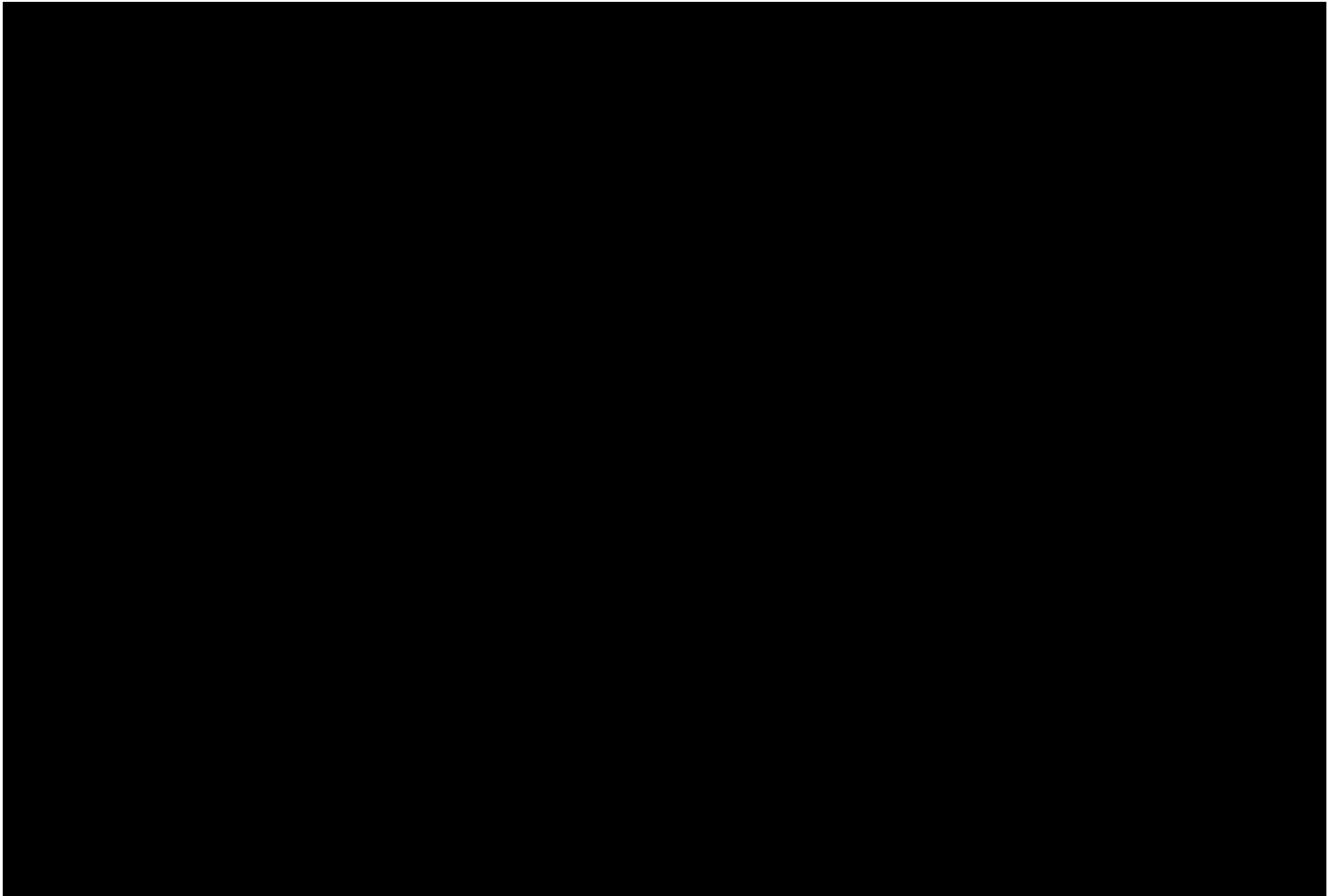
PO Box 4019
Gulfport, MS 39502-4019
Return Service Requested



Page: 1 of 3



1 **100000 002**
PLANT DEVELOPMENT SERVICES INC
OPERATING ACCOUNT
PO BOX 670
LOXLEY AL 36551





toll-free: (800) 858-3521
direct: (251) 964-5122
fax: (251) 964-6355

December 28, 2022

Mr. Gregory L. Smith, Jr., President
Plant Development Services, Inc.
17325 County Road 68
Loxley, Alabama 36551

Re: Loan Commitment for [REDACTED]

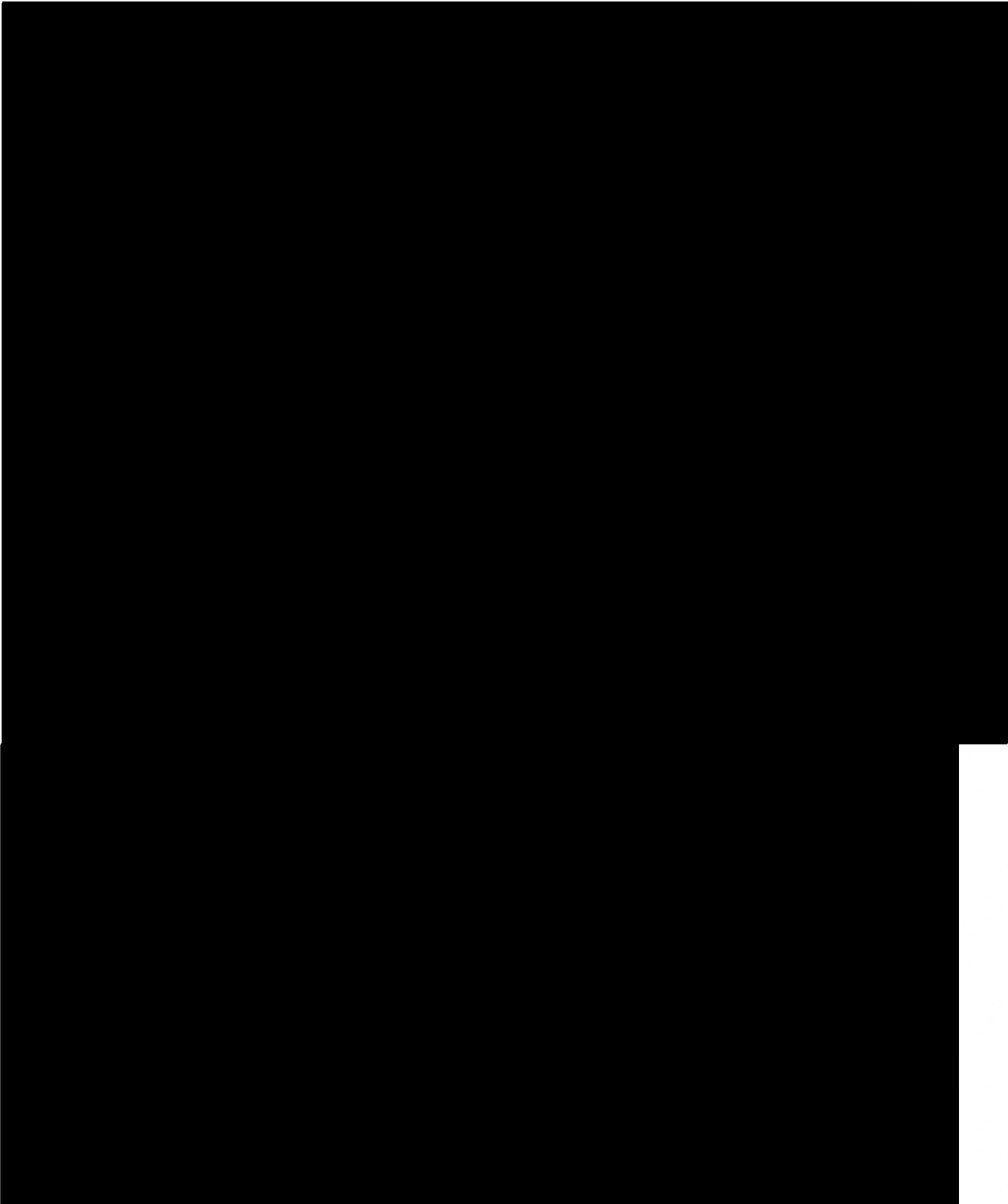
Dear Mr. Smith,

[REDACTED]

[REDACTED]



Mr. Gregory L. Smith, Jr., President
Plant Development Services, Inc.
December 28, 2022
Page -2-



Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 9 – Financial Statements

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 9 – Financial Statements

A current financial statement or pro forma containing the following, with year-end projections as to each over the first three (3) calendar years (the year of commencement plus three more) following the commencement of operations:

Overview:

Our Company has created a detailed pro forma for our planned operation of an Integrated Facility license in Alabama based on the financial projections of our experienced in-house operations team – projections based on their real-world experience of operationalizing medical cannabis cultivation, processing, and dispensary sites in Colorado and Missouri. The pro forma details the operating and financial results for our co-located cultivation, processing, and secure transportation facility and our five proposed dispensing sites.

Projected financial results were checked against market sizing estimates, as determined using Akerna (KERN) data which analyzed the retail sales of existing legal medical-only cannabis markets, and then compared those figures to Alabama's population, qualifying conditions list, and allowable forms of medical cannabis. Based on the report, Alabama is forecast to generate about \$48 million in retail sales in its first full year of sales, around \$163 million in the second year, and roughly \$387 million in the third year of legal medical cannabis sales.

Operating Projections:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.1 – Balance sheet report, providing a snapshot of the value of assets, liabilities, and equity at commencement, or for projections, as of December 31 of each year

A balance sheet report is attached below at page 11 of 13.

9.2 – Profit and loss report, summarizing any income, expenses, and net profit from the applicant's inception to date of commencement and as projected over each calendar year thereafter, including the year of commencement

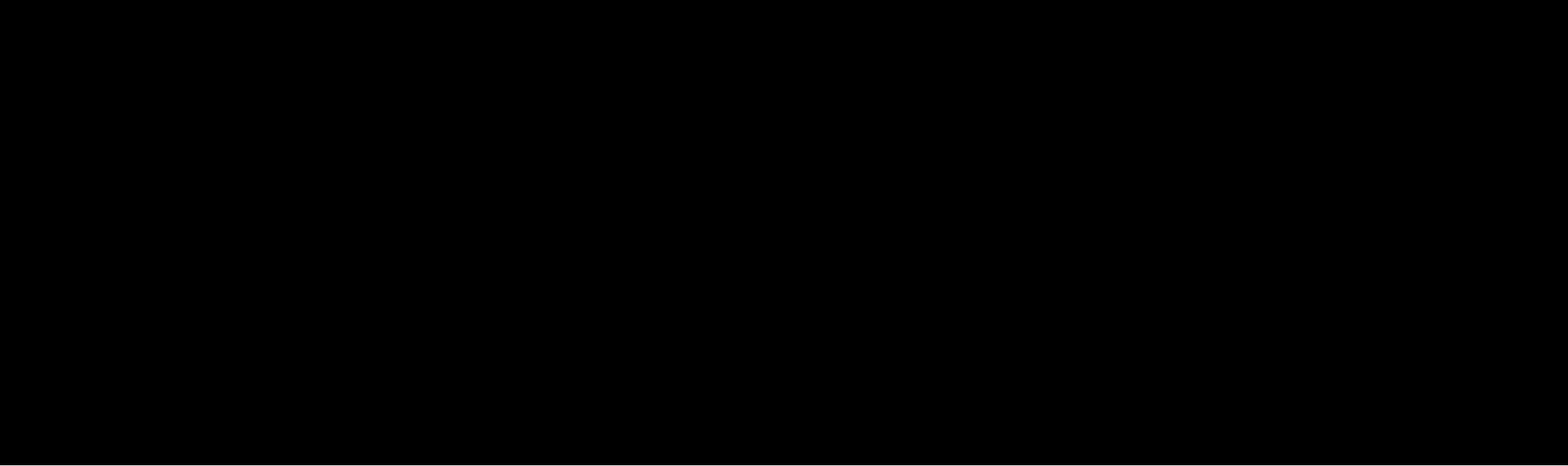
A Profit and loss report is attached below at page 10 of 13.

9.3 – Statement of cash flow, examining the cash flowing into and out of the Applicant's business from inception to commencement and during each calendar year thereafter, including the year of commencement

A cash flow statement is included below at page 12 of 13.

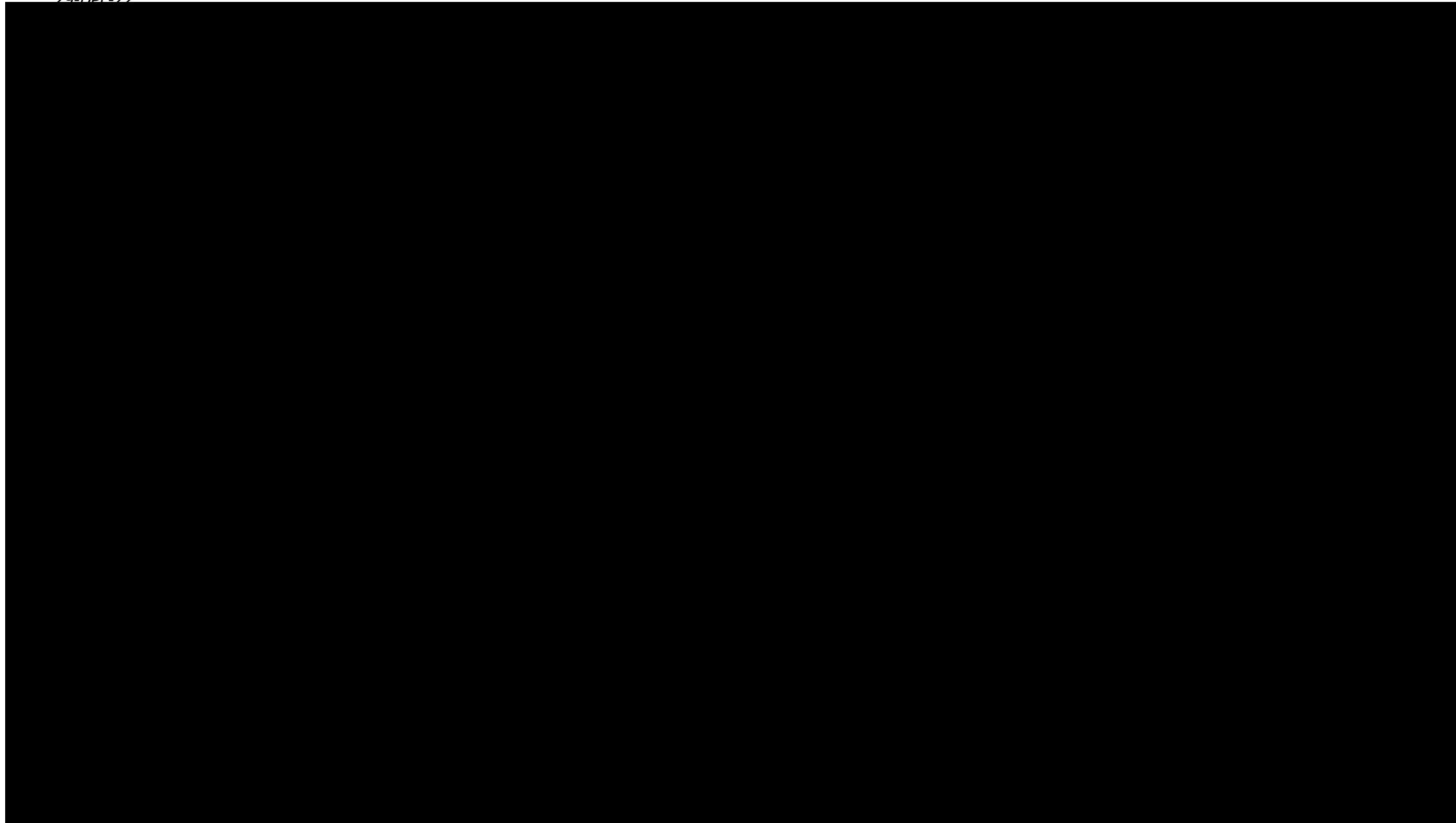
Also attached to this document are the following financial documents upon which our balance sheet, profit and loss report, and statement of cash flow are based: 1) Market Summary (page 4 of 13); Operational Inputs (pages 5-7 of 13); Forecast Summary (pages 8-9 of 13); and our 5 year Operating Budget (page 13 of 13).

Financial Statements and Exhibits



Financial Statements and Exhibits

29-Dec-22



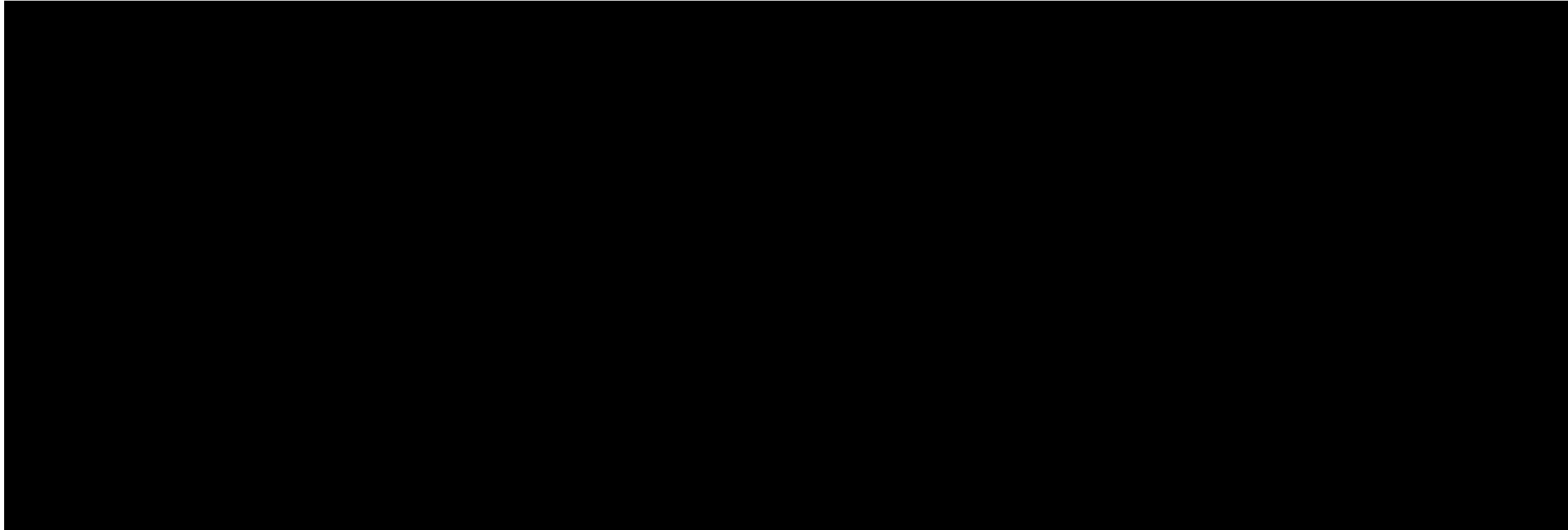
Financial Statements and Exhibits

29-Dec-22



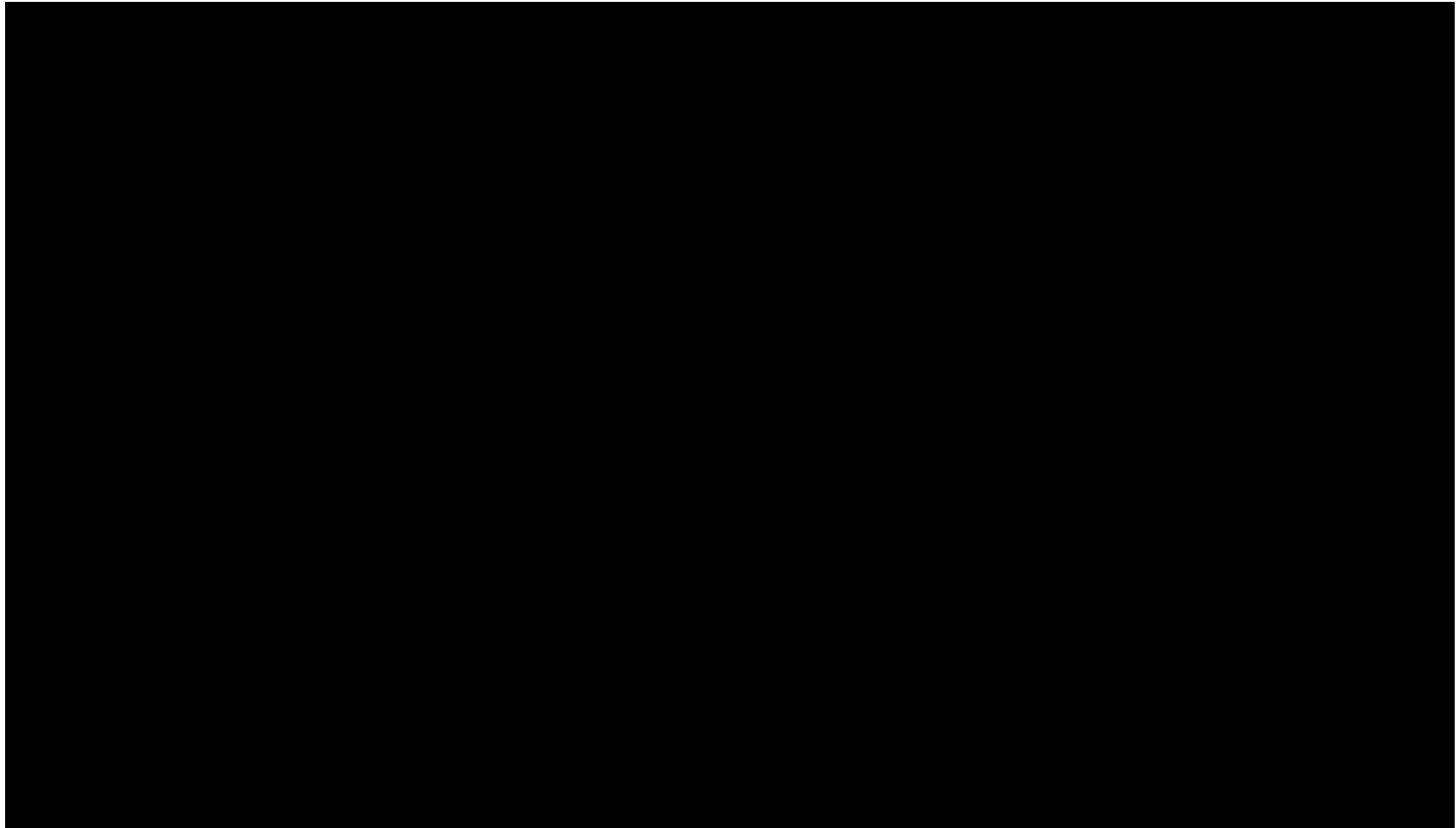
Financial Statements and Exhibits

29-Dec-22



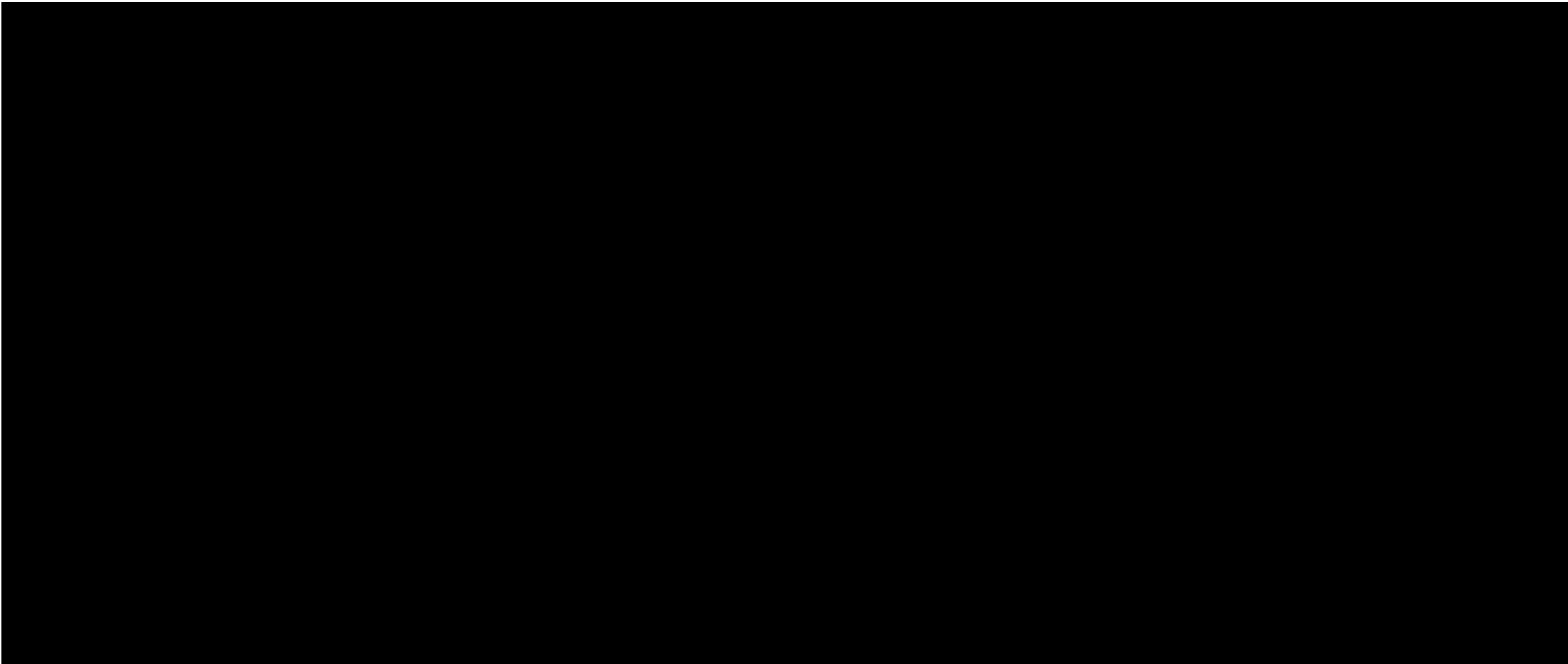
Financial Statements and Exhibits

29-Dec-22



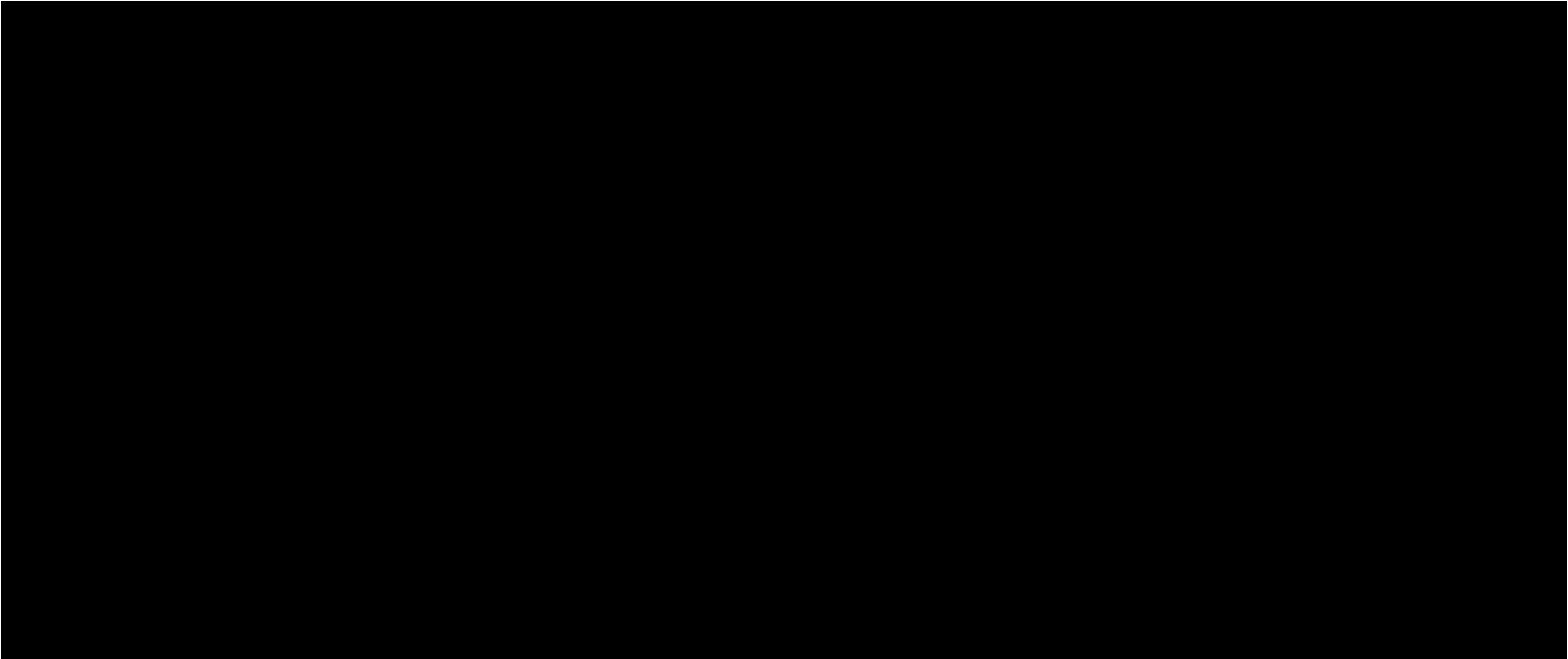
Financial Statements and Exhibits

29-Dec-22



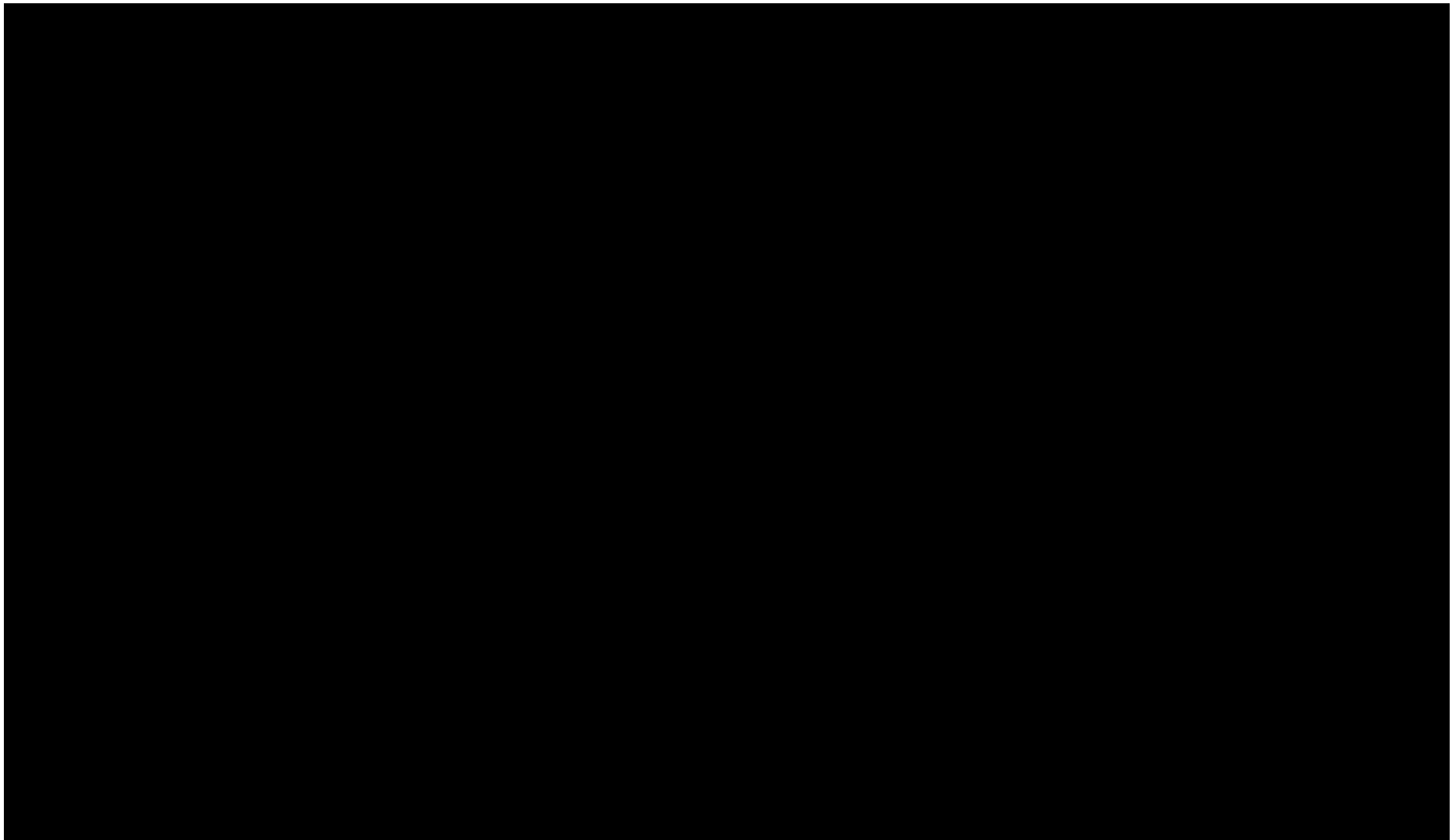
Financial Statements and Exhibits

29-Dec-22



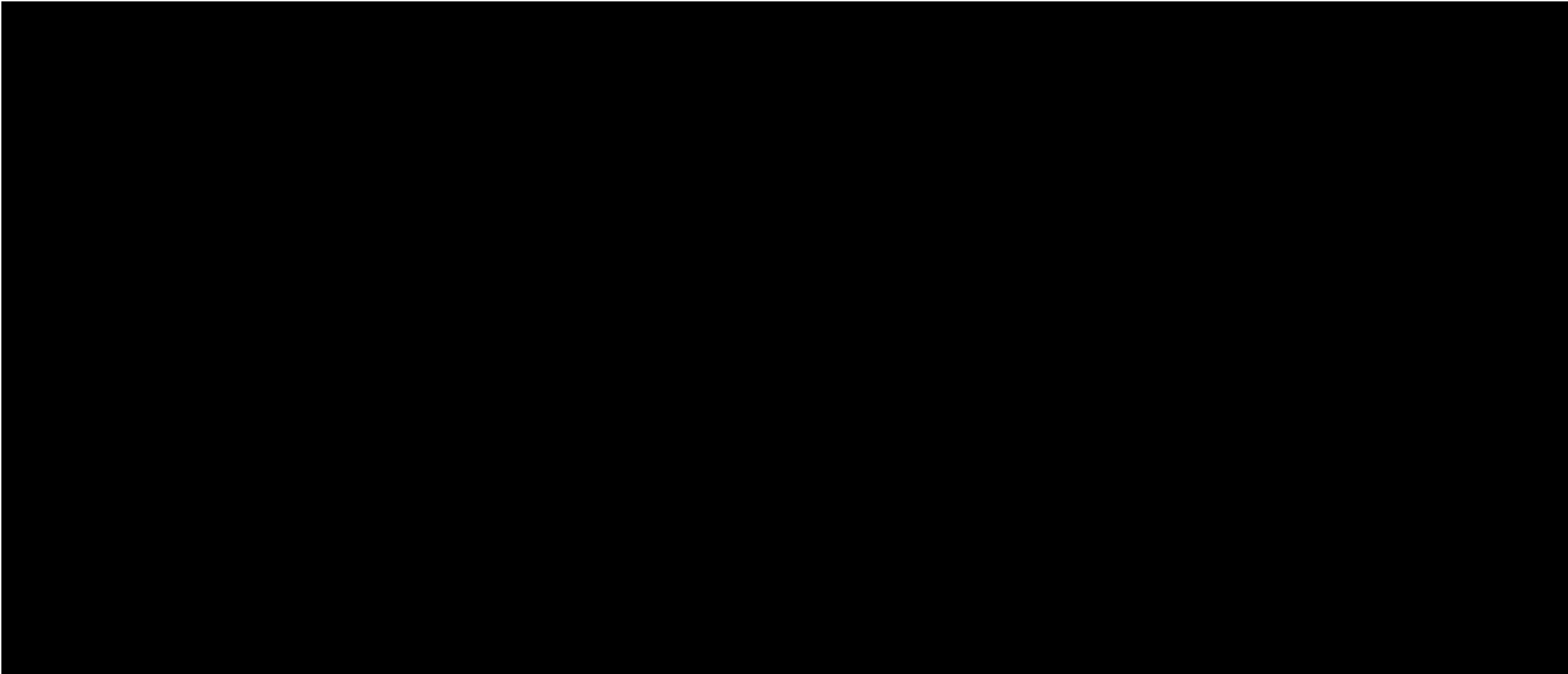
Financial Statements and Exhibits

29-Dec-22



Financial Statements and Exhibits

29-Dec-22



Financial Statements and Exhibits

29-Dec-22

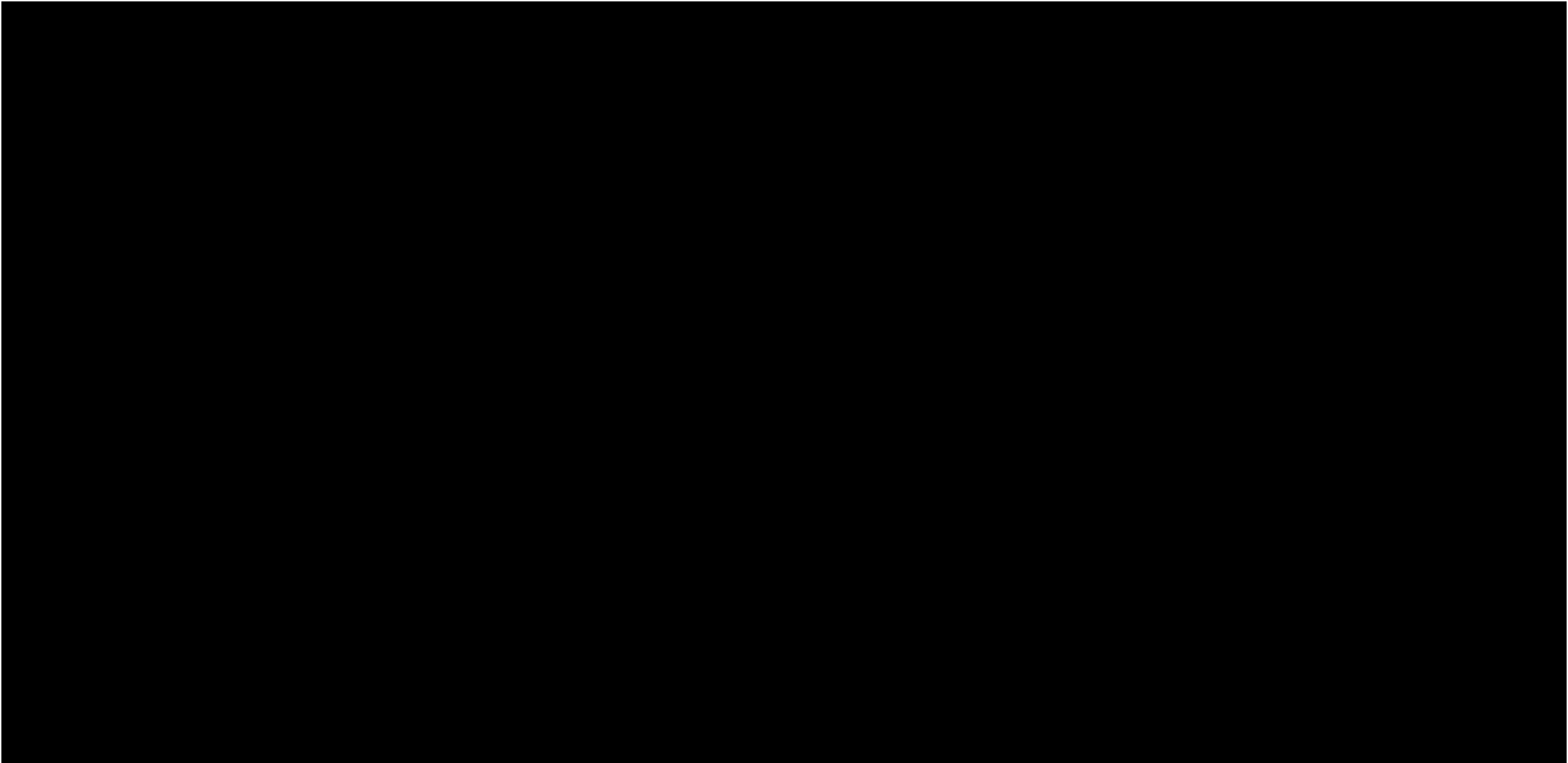


Exhibit 10 - Tax Plan

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 10 – Tax Plan

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

I. Overview

As an Integrated Facility Applicant, we understand and will comply with all federal, state, and local tax laws applicable to operating a medical cannabis business in Alabama, and will pay all taxes due under such laws, including, but not limited to, providing all required information and paying all taxes imposed under the Darren Wesley 'Ato' Hall Compassion Act, Ala Code §§ 20-2A-1 et seq. (the “Compassion Act”), specifically Ala. Code § 20-2A-80.

II. Sales Taxes

As an Integrated Facility Applicant, we intend to operate five medical cannabis dispensaries in the State of Alabama. At each dispensary, we will collect and remit taxes upon each “retail sale,” as defined in Ala. Code § 40-23-1(a)(10). To that end, our chosen Point-of-Sale (“POS”) system will include sophisticated tax customization features such that each applicable tax will be coded in the POS system and will appear on all system reports as a separate line item that specifically indicates a description of the tax type being levied, the tax percentage, and value on which the tax was imposed. Taxes collected and remitted on retail sales will include the following taxes on the “gross proceeds of sales,” as defined in Ala. Code § 40-23-1(a)(6):

- (1) A tax at the rate of **nine percent (9%)** of the gross proceeds of sales of medical cannabis sold at retail in Alabama in accordance with Ala. Code § 20-2A-80(a), such taxes to be added to the sales price and collected from each purchaser pursuant to Ala. Code § 40-23-26;
- (2) A tax at the rate of **four percent (4%)** on the gross proceeds of sales of the business at retail, in accordance with Ala. Code § 40-23-2(1), such taxes to be added to the sales price and collected from each purchaser pursuant to Ala. Code § 40-23-26; and

- (3) Taxes on the gross proceeds of sales at retail imposed by the local municipality within which the retail sale transaction is taking place, at the rate of such tax, and collected and remitted in accordance with the ordinances of the local municipality.

Reports generated by the POS system will be used to calculate the tax amount to be remitted to the State of Alabama and to the local municipalities within which the retail sales transactions take place. All state sales tax reports will be filed and all taxes collected will be remitted by the 20th day of the month for the previous month's sales, and estimated sales tax payments, if applicable, will be paid by the 20th day of each month, all in accordance with Ala. Code § 40-23-7, as amended by Act No. 2022-53.

Pursuant to our accounting and recordkeeping standard operating procedures, we will maintain records of the gross proceeds of sales for each dispensary separately, but will combine and report all sales on one return each month.

III. Privilege Taxes

Medical cannabis business entities in Alabama are subject to two separate annual privilege taxes:

- (1) The annual privilege tax imposed by the Alabama Business Privilege Tax Act of 1999, Ala. Code § 40-14A-1 *et seq.* (the "BPT") on every corporation, limited liability entity, or disregarded entity doing business in Alabama. The BPT is calculated on a calendar year basis, and is determined by multiplying the taxpayer's net worth in Alabama (as defined and calculated under Ala. Code §§ 40-14A-23 and 40-14A-24) by a tax rate that is based on the taxpayer's taxable income as set forth in the table in Ala. Code § 40-14A-22(b).
- (2) The annual privilege tax imposed under the Compassion Act in Ala. Code § 20-2A-80(b) (the "MCPT") on every person doing business under the Compassion Act in Alabama. Like the BPT, the MCPT is calculated on a calendar year basis, and is determined in the same manner as the BPT, by multiplying the taxpayer's net worth in Alabama (as defined and calculated under Ala. Code §§ 40-14A-23 and 40-14A-24) by a tax rate that is based on the taxpayer's taxable

income as set forth in the table in Ala. Code § 40-14A-22(b). Ala. Code § 20-2A-80(b)(1)-(2).

The BPT and MCPT annual returns must be filed each year no later than the due date of the taxpayer's federal income tax return for such year. Ala. Code §§ 20-2A-80(b)(3); Ala. Code § 40-14A-25(a). The initial BPT return is due no later than two and one-half months after the taxpayer comes into existence, or qualifies, registers, or commences business in Alabama. Ala. Code § 40-14A-25(a). Similarly, the initial MCPT return is due no later than two and one-half months after the taxpayer is licensed to do business, or commences business, in Alabama. Ala. Code §§ 20-2A-80(b)(3).

Initial BPT returns and, as applicable, annual BPT returns, have been filed, and the taxes paid, for Flowerwood Medical Cannabis, LLC and all entities having a direct or indirect ownership interest in Flowerwood Medical Cannabis, LLC (the "FMC entities"). If we are granted an Integrated Facility license, initial MCPT returns will be filed for all FMC entities within two and one-half months following the date that the license is granted. Thereafter, annual BPT and MCPT returns will be filed for all FMC entities no later than the due date of the FMC entities' federal income tax returns for each year. For purposes of calculating the BPT and MCPT taxes due, we will provide complete and accurate financial information for all FMC entities to our certified public accountant ("CPA"). Based on this financial information, we will work together with our CPA to calculate the net worth in Alabama and taxable income for each FMC entity, and using those calculations, determine the amount of BPT and MCPT taxes due in accordance with the table set forth in Ala. Code § 40-14A-22(b).

V. Income Taxes

We will file all federal and state (and, if applicable, local) income tax returns for all FMC entities by the due date of such returns, with any valid extensions, and timely pay all income taxes due in accordance with such returns. For purposes of the income tax returns, we will provide complete and accurate financial information for all FMC entities to our CPA. Based on this financial information, we will work together with our CPA to properly calculate income and deductions for all FMC entities, and timely prepare and file the FMC

entities' federal and state income tax returns and distribute K-1s to all members of the FMC entities for purposes of reporting income and loss on their individual income tax returns.

VI. Internal Revenue Code Section 280E

As a medical cannabis business, we understand that we will be subject to Internal Revenue Code Section 280E (26 U.S.C. § 280E) and the increased income tax liability resulting from its application, and will fully comply with Section 280E. Section 280E applies to businesses that deal in controlled substances prohibited by federal law. Because cannabis remains a controlled substance under federal law, Section 280E applies to state-legal cannabis businesses.

For purposes of determining federal income tax, Section 280E prohibits a state-legal medical cannabis business from deducting from its gross revenue the expenses incurred in carrying on the production, distribution, and sale of its products (expenses that are otherwise normally deductible by businesses under Section 162), except for those expenses that are directly associated with producing the medical cannabis products, referred to as "cost of goods sold" (COGS). "Gross revenue" is revenue received in exchange for goods, excluding taxes and discounts. Gross revenue less COGS equals the gross profit of a medical cannabis business, and, pursuant to application of Section 280E, gross profit is taxed at a 21% federal income tax rate.

For the purposes of calculating gross profit for each of the five medical cannabis dispensaries that we intend to operate, we have defined the following protocols:

- (1) For the purposes of calculating gross profit at each dispensary, we will deduct from revenue the true net cost of any medical cannabis sold, as indicated by recorded procurement invoices. We define true net cost as the monetary cost actually paid or owed to a supplier in exchange for goods, including taxes levied by the supplier. Any discounts or credits applied to an invoice are not included in true net cost.
- (2) For the purposes of calculating gross profit at a processing facility, we will deduct from revenue the true net cost of any medical cannabis sold, which will include only the net costs affiliated with the processing of medical cannabis,

including, but not limited to, appropriate allocations of labor and payroll, real estate, utilities, and supplies such as packaging.

- (3) For the purposes of calculating gross profit at a cultivation facility, we will deduct from revenue the true net cost of any cannabis sold, which will include only the net costs affiliated with the cultivation of cannabis, including, but not limited to, appropriate allocations of labor and payroll, real estate, utilities, and supplies.

Working together with our CPA, we will accurately calculate and report gross profits pursuant to Section 280E on the federal income tax returns for all FMC entities, and timely pay all taxes incurred by reason of the application of Section 280E.

V. Internal Practices to Ensure Tax Compliance

Our internal practices and standards are designed to ensure compliance with all relevant tax codes and law. The above-described tax impositions and our computations thereof shall be audited by our Chief Financial Officer (CFO) and accounting team no less than once per month. On a monthly basis, our CFO and accounting team will calculate tax liabilities accrued for the time preceding the last audit, and transfer funds equal to the tax liability calculated, plus ten percent (10%), into a separate account that is designated as a tax reserve. Prior to any remittance of taxes due, our CFO and accounting team will perform an audit for accuracy that spans the full determination period for the relevant tax. At all times, the amount in our tax reserve account will exceed our current tax liability calculations by at least ten percent (10%) in order to ensure compliance with all applicable taxes.

VI. Recordkeeping Protocols

Our standard operating procedures regarding the proper maintenance of business records, requires that we maintain all tax records for a minimum of 4 years in hardcopy and for a period of at least 20 years in electronic format (unless required to do so for a longer period by the AMCC). Our CFO will ensure that these records are accurate and maintained in accordance with our internal policies and procedures and with all laws and regulations.

Exhibit 11 – Business Formation Documents

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

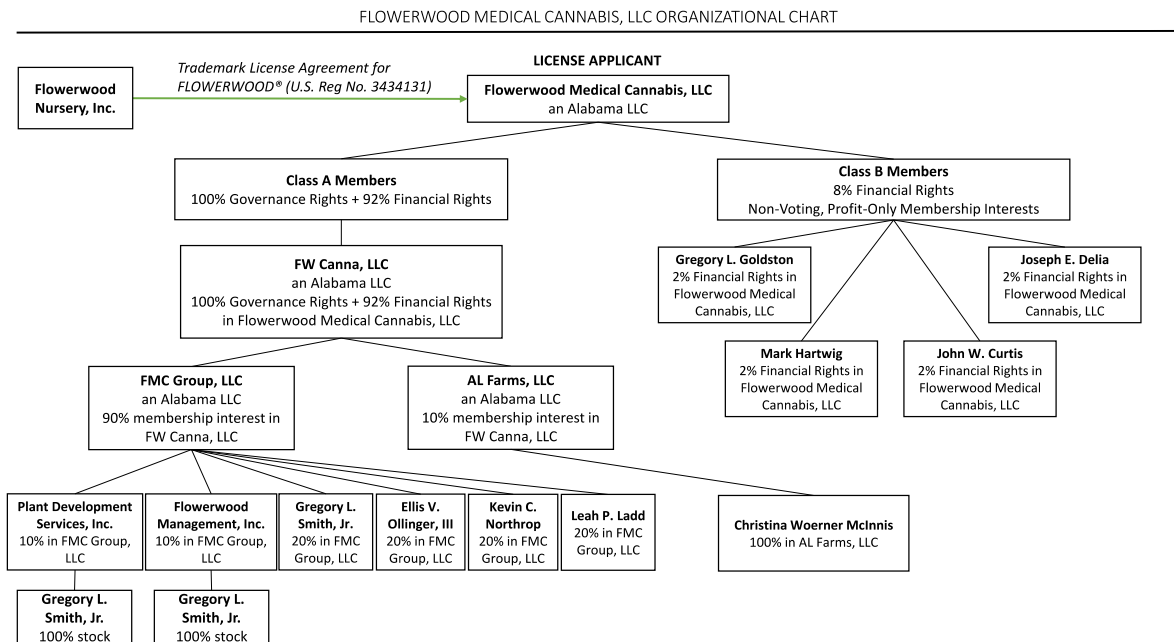
Exhibit 11 – Business Formation Documents

Certified copies of the Applicant’s business formation documents, or an explanation as to why such documents are not available for production by the Applicant.

I. Overview:

Flowerwood Medical Cannabis, LLC is the license applicant applying for an Integrated Facility license. Certified copies of Flowerwood Medical Cannabis, LLC’s formation documents are attached hereto.

Ownership in Flowerwood Medical Cannabis, LLC is divided between Class A Members (100% Governance Rights and 92% Financial Rights) and Class B Members (8% Financial Rights). Class A membership is held by multiple additional entities and individuals. Class B membership is held by four individuals. An Organizational Chart that depicts the membership both in terms of governance and financial rights is included below and attached hereto.



Certified formation documents for the following entities are also attached hereto: FW Canna, LLC; FMC Group, LLC; AL Farms, LLC; Plant Development Services, Inc., and Flowerwood Management, Inc. (i.e., all entities that have any ownership interest in applicant entity Flowerwood Medical Cannabis, LLC). Since these documents exceed 25

pages, as per application instructions, a table of contents is included that lists the documents attached and indicates what page number they can be found on.

II. Short Descriptions of Attached Documents

A. Flowerwood Medical Cannabis, LLC (Applicant Entity)

1. Certified Copy of Certificate of Formation
 - Document from Alabama Secretary of State establishing Flowerwood Medical Cannabis, LLC as an Alabama Domestic LLC as of 09/01/2022.
2. Statement of Organizer
 - Document from Organizer Lead Ladd issuing 100% of membership interest in Flowerwood Medical Cannabis, LLC to Flowerwood Nursery, Inc., an Alabama corporation.
3. Initial Resolution:
 - Written Consent to Action by Sole Member of Flowerwood Medical Cannabis, LLC to, among other resolutions, appoint or elect Ellis V. Ollinger, III as Preseident; Kevin C. Northrop as Treasurer; and Leah P. Ladd as Secretrary of the LLC.
4. Assignment of Membership Interest
 - Document assigning 100% of the membership interests in Flowerwood Medical Cannabis, LLC from Flowerwood Nursery, Inc., an Alabama corporation to FW Canna, LLC, an Alabama limited liability company.
5. Limited Liability Company Agreement
 - Document establishing the rights and responsibilities of all members of Flowerwood Medical Cannabis, LLC.
6. Class B Unit Grant Agreements
 - Documents granting 2,000 Class B Membership Units (representing 2% profits-only, non-voting, membership interest) to each of the following individuals: Gregory L. Goldston; Mark Hartwig; John W. Curtis; and Joseph E. Delia.
7. Employer Identification Number

- Document from IRS assigning Flowerwood Medical Cannabis, LLC Employer Identification Number 88-4004146.

B. FW Canna, LLC (100% Governance Rights, 92% Financial Rights)

1. Certified Copy of Certificate of Formation
 - Document from Alabama Secretary of State establishing FW Canna, LLC as an Alabama Domestic LLC as of 11/08/2022.
2. Statement of Organizer
 - Document from Organizer Lead Ladd issuing 90% and 10% respectively of membership interest in FW Canna, LLC to FMC Group, LLC and AL Farms, LLC, Alabama limited liability companies.
3. Limited Liability Company Agreement
 - Document establishing the rights and responsibilities of all members of FW Canna, LLC.
4. Employer Identification Number
 - Document from IRS assigning FW Canna, LLC Employer Identification Number 92-1351420.

C. FMC Group, LLC (90% Membership Interest in FW Canna, LLC)

1. Certified Copy of Certificate of Formation
 - Document from Alabama Secretary of State establishing FMC Group, LLC as an Alabama Domestic LLC as of 11/08/2022.
2. Statement of Organizer
 - Document from Organizer Lead Ladd issuing membership interest in FMC Group, LLC to: Plant Development Services, Inc. (10%); Flowerwood Management, Inc. (10%); Gregory L. Smith, Jr. (20%); Ellis V. Ollinger, III (20%); Kevin C. Northrop (20%); and Leah P. Ladd (20%).
3. Limited Liability Company Agreement
 - Document establishing the rights and responsibilities of all members of FMC Group, LLC.
4. Employer Identification Number

- Document from IRS assigning FMC Group, LLC Employer Identification Number 88-4398572.

D. AL Farms, LLC (10% Membership Interest in FW Canna, LLC)

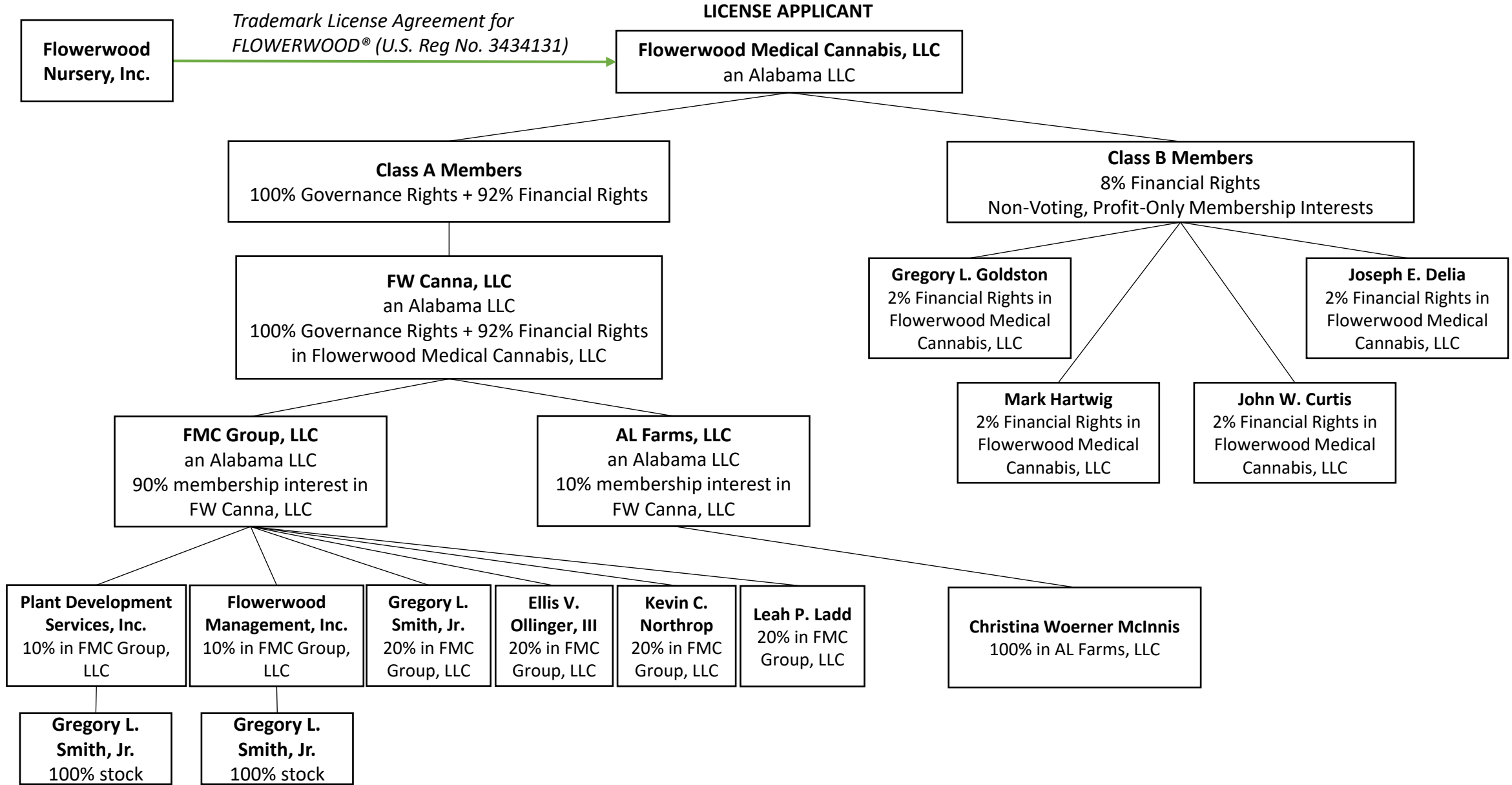
1. Certified Copy of Certificate of Formation
 - Document from Alabama Secretary of State establishing AL Farms, LLC as an Alabama Domestic LLC as of 08/25/2022.
2. Employer Identification Number
 - Document from IRS assigning AL Farms, LLC Employer Identification Number 88-4398999.

E. Plant Development Services, Inc. (10% Membership Interest in FMC Group, LLC)

1. Certified Copy of Certificate of Formation
 - Document from Alabama Secretary of State establishing Plant Development Services, Inc. as an Alabama Domestic corporation as of 09/25/1996.
2. Employer Identification Number
 - Document from IRS assigning Plant Development Services, Inc. Employer Identification Number 63-1180558.

F. Flowerwood Management, Inc. (10% Membership Interest in FMC Group, LLC)

1. Certified Copy of Certificate of Formation
 - Document from Alabama Secretary of State establishing Flowerwood Management, Inc as an Alabama Domestic corporation as of 09/25/1996.
2. Employer Identification Number
 - Document from IRS assigning Flowerwood Management, Inc. Employer Identification Number 63-1180557.



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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Flowerwood Medical Cannabis, LLC, as received and filed in the Office of the Secretary of State on 09/01/2022.



20221206000015854

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.

12/06/2022

Date

A handwritten signature in black ink that reads "John H. Merrill".

John H. Merrill

Secretary of State

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:

Flowerwood Medical Cannabis, 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): Leah P Ladd

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

15315 Kelly Road Loxley, AL 36551

*COUNTY of above address: BALDWIN

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	
001-038-008	DLL
Date	09/01/2022
Time	15:09:00
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 9 / 1 / 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 3 : 7 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).

9 / 1 / 2022
Date (MM/DD/YYYY)

Leah P. Ladd
Signature as required by 10A-5A-2.04

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

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

Additional Details**Organizers**

Organizer	Street Address	Mailing Address
Leah P Ladd	15315 Kelly Road Loxley, AL 36551	15315 Kelly Road Loxley, AL 36551

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:

Flowerwood Medical Cannabis, LLC

This name reservation is for the exclusive use of Leah P. Ladd, 15315 Kelly Road , Loxley, AL 36551 for a period of one year beginning September 01, 2022 and expiring September 01, 2023

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



RES043751

September 01, 2022

Date

John H. Merrill

Secretary of State

**STATEMENT OF ORGANIZER
IN LIEU OF ORGANIZATIONAL MEETING
OF FLOWERWOOD MEDICAL CANNABIS, LLC**
an Alabama limited liability company

The undersigned, being the organizer (the "Organizer") of Flowerwood Medical Cannabis, LLC, an Alabama limited liability company (the "Company"), hereby adopts the following resolutions and takes the following actions for and on behalf of the Company by written consent in lieu of a meeting.

RESOLVED: That the Organizer filed the Certificate of Formation of the Company on September 1, 2022, with the Office of the Alabama Secretary of State, Business Entity Division, and the Company was assigned Entity ID Number 001-038-008. A copy of the Certificate of Formation is attached hereto and is placed in the records of the Company pursuant to *Ala. Code* § 10A-5A-4.09(a)(2).

RESOLVED: That in consideration of an initial capital contribution in the amount of Ten and No/100 Dollars (\$10.00) paid to the Company in cash by Flowerwood Nursery, Inc., an Alabama corporation (the "Member"), the Company hereby issues a 100% membership interest to the Member.

RESOLVED FURTHER that this Statement of Organizer of the Company shall be placed in the records of the Company.

RESOLVED: That the Organizer has fulfilled the Organizer's duties and relinquishes to the Member all further authorities, control, duties, and responsibilities with respect to the Company, and, simultaneously herewith, resigns such office effective this date.

DONE: September 1, 2022.



Leah P. Ladd, Organizer

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:

Flowerwood Medical Cannabis, 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): Leah P Ladd

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

15315 Kelly Road Loxley, AL 36551

***COUNTY** of above address: BALDWIN

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	
001-038-008	DLL
Date	09/01/2022
Time	15:09:00
File	\$100.00
County	\$100.00

Total	\$200.00

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 9 / 1 / 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 3 : 9 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).

9 / 1 / 2022
Date (MM/DD/YYYY)

Leah P. Ladd

Signature as required by 10A-5A-2.04

Organizer

Typed title (organizer or attorney-in-fact)

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

Additional Details**Organizers**

Organizer	Street Address	Mailing Address
Leah P Ladd	15315 Kelly Road Loxley, AL 36551	15315 Kelly Road Loxley, AL 36551

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:

Flowerwood Medical Cannabis, LLC

This name reservation is for the exclusive use of Leah P. Ladd, 15315 Kelly Road , Loxley, AL 36551 for a period of one year beginning September 01, 2022 and expiring September 01, 2023



RES043751

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

September 01, 2022

Date

A handwritten signature in black ink that reads "J. H. Merrill".

John H. Merrill

Secretary of State

**WRITTEN CONSENT TO ACTION OF THE SOLE MEMBER OF
FLOWERWOOD MEDICAL CANNABIS, LLC**
an Alabama limited liability company

Flowerwood Nursery, Inc., an Alabama corporation, being the sole member (the “Member”) of Flowerwood Medical Cannabis, LLC, an Alabama limited liability company (the “Company”), acting pursuant to the Alabama Limited Liability Company Law, *Ala Code* §§ 10A-5A-1.01 *et seq.*, does hereby adopt the following resolutions as resolutions of the Member and the Company.

1. FORMATION

WHEREAS: Leah P. Ladd, acting as organizer of the Company (the “Organizer”), filed the Certificate of Formation of the Company on September 1, 2022, with the Office of the Alabama Secretary of State, Business Entity Division, and the Company was assigned Entity ID Number 001-038-008.

RESOLVED: That all the acts of the Organizer in forming and organizing the Company are hereby approved, ratified, and adopted by the Member as valid and binding acts of the Company.

2. PAYMENT OF ORGANIZATION EXPENSES

RESOLVED: That all fees, costs, and other expenses incurred in forming the Company and commencing business operations shall be promptly paid and/or reimbursed to the Member by the Company.

3. OFFICERS

RESOLVED: That the Member hereby appoints the following persons as the initial officers of the Company (the “Officers”) to hold the offices set forth beside their names until such time or times as their successors or the successor of any of them is duly appointed or elected and takes office.

<u>Name</u>	<u>Office</u>
Ellis V. Ollinger, III	President
Kevin C. Northrop	Treasurer
Leah P. Ladd	Secretary

4. UNCERTIFICATED MEMBERSHIP INTERESTS

RESOLVED: That the membership interests in the Company shall be uncertificated, provided that the Company may hereafter issue a certificate or certificates for such membership interests if the Member deems it to be advisable and in the best interests of the Company.

5. EMPLOYER IDENTIFICATION NUMBER (EIN)

RESOLVED: That the Officers, or any one of them, or any person(s) designated and authorized by any of them, are hereby authorized and directed to apply to the Internal Revenue Service for an employer identification number (EIN) for the Company.

6. FISCAL YEAR

RESOLVED: That the Company's fiscal year shall be January 1 through December 31.

7. BANK ACCOUNT

RESOLVED: That the Officers, or any one of them, or any person(s) designated and authorized by any of them, are hereby authorized to execute on behalf of the Company any and all forms of bank documents and resolutions relating to Company banking matters, including establishing and maintaining of Company bank accounts, which in the such Officers' determination from time to time may be advisable for the proper fiscal management of the Company, including the designation thereon of such authorized signers as they deem appropriate. Such Officer(s) or other designated and authorized person(s) may execute such banking documents and resolutions as if authorized to do so by a specific resolution of the Member adopted on the date this resolution is adopted.

8. REGISTRATIONS, TAX RETURNS, AND LICENSES

RESOLVED: That the Officers, or any one or more of them, or any person(s) designated and authorized by any of them, are hereby authorized and directed to cause the Company to be registered with federal and state taxing authorities, to file all required tax returns, to obtain all necessary business licenses and permits, and otherwise take all actions that are necessary or appropriate to enable the Company to lawfully commence and continue business.

9. ADDITIONAL ACTS

RESOLVED: That the Officers, or any one or more of them, or any person(s) designated and authorized by any of them, are authorized and empowered to do or cause to be done all additional acts and things, to execute, file, and/or deliver any and all instruments, documents, and certificates, to pay all fees, costs, expenses and charges, and to take or cause to be taken such further and other actions, for and in the name of and on behalf of the Company as such Officer(s) or other designated and authorized person(s) may deem necessary, advisable, or proper to carry out and effect the intent of the foregoing resolutions, and upon the doing of such acts, the same shall be effective as the acts of the Company.

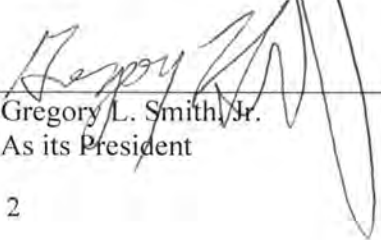
10. RATIFICATION

RESOLVED: That any acts of the Officers, or any one or more of them, or any person(s) designated and authorized to act by the Member or any of the Officers that would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions are hereby ratified, confirmed, approved, and adopted.

DONE this 1st day of September, 2022.

MEMBER:

FLOWERWOOD NURSERY, INC., an Alabama corporation

By: 
Gregory L. Smith, Jr.
As its President

**ASSIGNMENT OF MEMBERSHIP INTEREST IN
FLOWERWOOD MEDICAL CANNABIS, LLC**

THIS ASSIGNMENT OF MEMBERSHIP INTEREST (“Assignment”) in FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the “Company”), is made, entered into, and effective on and as of November 8, 2022 (the “Effective Date”), by and between FLOWERWOOD NURSERY, INC., an Alabama corporation (the “Assignor”), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551, and FW CANNA, LLC, an Alabama limited liability company (the “Assignee”), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551.

WHEREAS, the Company was formed pursuant to a Certificate of Formation filed on September 1, 2022, with the Office of the Alabama Secretary of State, Business Entity Division, and the Company was assigned Entity ID Number 001-038-008; and

WHEREAS, Assignor is the initial and sole member of the Company, and owns one hundred percent (100%) of the membership interests of the Company; and

WHEREAS, Assignor desires to sell convey, transfer, assign, and deliver to Assignee, and Assignee wishes to purchase, acquire, and accept from Assignor, one hundred percent (100%) of the membership interests in the Company.

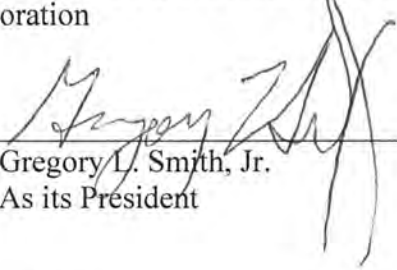
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Ownership of Assignor’s Interest. Assignor represents that it is the owner, beneficially and of record, of one hundred percent (100%) of the membership interests of the Company (the “Membership Interest”), free and clear of any claim, lien, charge, restriction or encumbrance of any nature whatsoever (collectively, “Encumbrances”), and has full requisite power and authority to sell, convey, transfer, assign, and deliver the Membership Interest to Assignee pursuant to this Assignment so as to vest in Assignee, and upon executing this Assignment, Assignor shall vest in Assignee, good and marketable title to the Membership Interest free and clear of any and all Encumbrances.
2. Assignment of Membership Interest. For and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Assignor hereby sells, conveys, transfers, assigns, and delivers the Membership Interest to Assignee, and Assignee hereby purchases, acquires, and accepts the Membership Interest from Assignor (the “Assignment”).
3. Withdrawal. Simultaneously with the Assignment, Assignor withdraws and resigns as a member of the Company so that Assignee is the sole member of the Company.
4. Binding Effect. This Assignment is binding upon and inures to the benefit of the parties hereto and their successors, permitted assigns, and legal representatives, and is governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

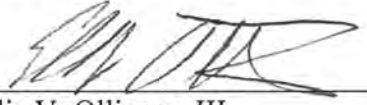
FLOWERWOOD NURSERY, INC., an Alabama corporation

By: 

Gregory L. Smith, Jr.
As its President

ASSIGNEE:

FW CANNA, LLC, an Alabama limited liability company

By: 

Ellis V. Ollinger, III
As its President

LIMITED LIABILITY COMPANY AGREEMENT
OF
FLOWERWOOD MEDICAL CANNABIS, LLC
an Alabama Limited Liability Company

Effective as of November 8, 2022

THE UNITS OF MEMBERSHIP INTERESTS AND UNITS CREATED BY THIS LIMITED LIABILITY COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND SUCH OTHER APPLICABLE SECURITIES LAWS PURSUANT TO EFFECTIVE REGISTRATION OR AN EXEMPTION THEREFROM. IN ADDITION, SUCH UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THIS AGREEMENT. ACCORDINGLY, THE HOLDERS OF SUCH UNITS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THEIR RESPECTIVE INVESTMENTS IN SUCH UNITS FOR AN INDEFINITE PERIOD OF TIME.

LIMITED LIABILITY COMPANY AGREEMENT
OF
FLOWERWOOD MEDICAL CANNABIS, LLC
an Alabama Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) of Flowerwood Medical Cannabis, LLC, an Alabama limited liability company (the “Company”), is entered into and effective as of November 8, 2022 (the “Effective Date”), and is entered into by and among the Company and the Members, as hereinafter defined. Any reference in this Agreement to the Members includes the initial Member, additional Members admitted pursuant to the provisions of this Agreement from time to time, and such Members’ successors and transferees to the extent such successors and transferees have been admitted as Members pursuant to the provisions of this Agreement.

BACKGROUND

WHEREAS, the Company was formed by the filing of a Certificate of Formation with the Office of the Alabama Secretary of the State, Business Entity Division, on September 1, 2022, and, upon formation, was assigned Entity ID Number 001-038-008; and

WHEREAS, the Company was formed for the purpose of applying for an integrated facility license under the Darren Wesley ‘Ato’ Hall Compassion Act, *Ala. Code* § 20-2A-1 *et seq.*, and if such license is granted to the Company, owning and operating a vertically integrated medical cannabis business in the state of Alabama; and

WHEREAS, the purpose of this Agreement is to set forth the provisions governing the management and affairs of the Company, the conduct of its business, the rights and obligations of the Members to each other and to the Company, and other matters as set forth herein.

NOW, THEREFORE, the Members, intending to be legally bound hereby, agree as follows:

ARTICLE 1
DEFINITIONS

In addition to the terms defined in the other sections of this Agreement, the following terms have the following meanings:

1.1 **Additional Capital Contribution.** “Additional Capital Contribution” means a Capital Contribution made after the date of execution of this Agreement as set forth in Section 3.5.

1.2 **Affiliate.** “Affiliate” means, with respect to any Person, (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (b) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person, (c) any officer, director, general partner or trustee of such Person, or (d) any Person who is an officer, director, general partner, trustee, or holder of fifty percent (50%) or more of the

voting interests of any Person described in clauses (a) through (c) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

1.3 **Agreement.** “Agreement” means this Limited Liability Company Agreement, as amended from time to time.

1.4 **Alabama LLC Law.** “Alabama LLC Law” means the Alabama Limited Liability Company Law, *Ala. Code* §§ 10A-5A-1.01 *et seq.*, as amended, the provisions of Chapter 1 of the Alabama Business and Nonprofit Entity Code, *Ala. Code* §§ 10A-1-1.01 *et seq.*, as amended, and all other provisions of the Alabama Business and Nonprofit Entity Code applicable to limited liability companies, and including all regulations promulgated under any of the foregoing statutes and all binding judicial interpretations thereof.

1.5 **Applicable Law.** “Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any governmental authority; (b) any consents or approvals of any governmental authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with any governmental authority.

1.6 **Bankruptcy.** “Bankruptcy” means, with respect to any Person, a Voluntary Bankruptcy or an Involuntary Bankruptcy.

1.7 **Board.** “Board” means the Board of Managers of the Company.

1.8 **Breach Amount.** “Breach Amount” has the meaning set forth in Section 13.4.

1.9 **Breaching Member.** “Breaching Member” has the meanings set forth in Section 13.3.

1.10 **Business Day.** “Business Day” means a day of the year on which banks are not required or authorized to close in Baldwin County, Alabama.

1.11 **Capital Account.** “Capital Account” means, with respect to any Member, the capital account maintained in accordance with Appendix 1 attached hereto.

1.12 **Capital Contribution.** “Capital Contribution” means, with respect to any Class A Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Units held by such Class A Member, reduced by any amounts distributed to a Class A Member designated by the Company as being in redemption of all or a portion of a Class A Member’s Class A Units in the Company. A Class A Member’s Capital Contribution is the sum of the Class A Member’s initial Capital Contribution and Additional Capital Contributions, if any.

1.13 **Certificate.** “Certificate” means the Certificate of Formation of the Company filed with the Office of the Alabama Secretary of the State, Business Entity Division, on September 1,

2022, as such Certificate may be amended from time to time.

1.14 **Change of Control.** “Change of Control” means: (a) the sale of all or substantially all of the consolidated assets of the Company to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers.

1.15 **Class A Member.** “Class A Member” has the meaning set forth in Section 3.2(a).

1.16 **Class B Member.** “Class B Member” has the meaning set forth in Section 3.2(b).

1.17 **Class A Units.** “Class A Units” has the meaning set forth in Section 3.2(a).

1.18 **Class B Units.** “Class B Units” has the meaning set forth in Section 3.2(b).

1.19 **Code.** “Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of future laws.

1.20 **Company.** “Company” means Flowerwood Medical Cannabis, LLC, an Alabama limited liability company, or its successors.

1.21 **Compassion Act.** “Compassion Act” means the Darren Wesley ‘Ato’ Hall Compassion Act, *Ala. Code* § 20-2A-1 *et seq.*, and shall include all regulations promulgated under the Compassion Act and all binding judicial interpretations of the Compassion Act and the regulations promulgated thereunder.

1.22 **Distributions.** “Distributions” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; or (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units. “Distribute” when used as a verb shall have a correlative meaning.

1.23 **Drag-along Sale.** “Drag-along Sale” has the meaning set forth in Section 11.1.

1.24 **Drag-along Member.** “Drag-along Member” has the meaning set forth in Section 11.1.

1.25 **Drag-along Notice.** “Drag-along Notice” has the meaning set forth in Section 11.3.

1.26 **Dragging Member.** “Dragging Member” has the meaning set forth in Section 11.1.

1.27 **Effective Date.** “Effective Date” means the effective date of this Agreement as set forth in the opening paragraph of this Agreement.

1.28 **Estimated Tax Amount.** “Estimated Tax Amount” of a Member for a Fiscal Year means

the Member's annual tax amount calculated at the highest combined state and federal marginal income tax rate.

1.29 **Fair Market Value.** "Fair Market Value" of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm's length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

1.30 **Financial Rights.** "Financial Rights" means the right to share in Profits and Losses and to receive distributions from the Company as provided in this Agreement. Financial Rights do not include the right to vote. Class A Members and Class B Members shall have Financial Rights as provided in this Agreement.

1.31 **Fiscal Year.** "Fiscal Year" means (a) the period commencing on the Effective Date and ending on December 31, (b) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (c) any portion of the period described in clause (b) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss, or deduction pursuant to this Agreement.

1.32 **FPAA Notice.** "FPAA Notice" means a notice of final partnership administrative adjustment from the Internal Revenue Service.

1.33 **Fully Diluted Basis.** "Fully Diluted Basis" means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series.

1.34 **Governance Rights.** "Governance Rights" means all of each Member's rights as a member in the Company other than Financial Rights and the right to assign such Financial Rights. Governance Rights include the right to vote. Only Class A Members shall have Governance Rights.

1.35 **Gross Asset Value.** "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset, as determined by the Board;

(b) The Gross Asset Values of all Company assets must be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition of additional Units by any new or existing Class A Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Class A Member as consideration for Units of Membership Interest; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to (i) and (ii) above are to be made only if the Board reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

(c) The Gross Asset Value of any Company asset distributed to any Member must be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board; and

(d) The Gross Asset Values of Company assets must be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Paragraph 2 of Appendix 1; provided, however, that Gross Asset Values will not be adjusted pursuant to this paragraph (d) to the extent the Board determine that an adjustment pursuant to paragraph (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b), or (d) hereof, such Gross Asset Value must thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.36 Intellectual Property. “Intellectual Property” means all intellectual property rights and industrial rights of any type or nature, however denominated, throughout the world, including, without limitation, rights in (a) inventions and discoveries, whether patentable or not, in any jurisdiction, patents, applications for patents (including, without limitation, divisions, continuations, continuations-in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; (b) trademarks, service marks, brand names, certification marks, trade dress, domain names and other indications of origin, the goodwill associated with the foregoing, all common law rights thereto, and registrations in any jurisdiction of, or applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (c) trade secrets; and (d) database rights, design rights and mask works.

1.37 Involuntary Bankruptcy. “Involuntary Bankruptcy” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the property of such Person which order shall not be dismissed within sixty (60) days.

1.38 Liquidating Events. “Liquidating Events” has the meaning set forth in Section 15.1.

1.39 Major Decision. “Major Decision” has the meaning set forth in Section 5.3.

1.40 Majority Vote. “Majority Vote” and “Majority Vote of the Members” means (a) in the case of a vote of the Members, the vote of more than fifty percent (50%) of the total Governance Rights held by the Members entitled to vote, calculated in accordance with the provisions of

Section 6.1, and (b) in the case of a vote of the Board, the vote of more than fifty percent (50%) of the Managers.

1.41 **Manager.** “Manager” means a member of the Board.

1.42 **Managers Schedule.** “Managers Schedule” has the meaning set forth in Section 7.1(c).

1.43 **Members.** “Members” means those Persons set forth on Schedule A attached hereto as may be hereafter amended from time to time. The term “Members” included the initial Member, additional Members admitted pursuant to the provisions of this Agreement from time to time, and such Members’ successors and transferees to the extent such successors and transferees have been admitted as Members pursuant to the provisions of this Agreement.

1.44 **Membership Interest.** “Membership Interest” means each Member’s interest in the Company, including, as applicable, Governance Rights and Financial Rights. A Member’s Membership Interest is represented by the Units owned by such Member. The term Membership Interest is used interchangeably with the term Unit in this Agreement.

1.45 **Members Schedule.** “Members Schedule” has the meaning set forth in Section 3.1.

1.46 **Net Cash.** “Net Cash” means all cash receipts of the Company, reduced by (i) current expenses, including the payment of interest and principal currently due on any indebtedness of the Company and any loans pursuant to Section 3.10, and (ii) reasonable reserves as may be established by the Board from time to time.

1.47 **Net Equity.** “Net Equity” has the meaning set forth in Section 13.5.

1.48 **Option Period.** “Option Period” has the meaning set forth in Section 10.4(b).

1.49 **Partnership Representative.** “Partnership Representative” has the meaning set forth in Section 8.7(a).

1.50 **Percentage Interest.** “Percentage Interest” means the interest of each Member (or, if applicable, the holder of a Financial Right), expressed as a percentage, in Governance Rights or in Financial Rights, as applicable. A Member’s Percentage Interest shall be determined by dividing the number of Units owned by such Member, in Governance Rights or in Financial Rights, as applicable, by the aggregate of all of the issued and outstanding Units with such Governance Rights or Financial Rights, as applicable.

1.51 **Permitted Transfer.** “Permitted Transfer” has the meaning set forth in Section 10.2.

1.52 **Person.** “Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

1.53 **Proceeding.** “Proceeding” has the meaning set forth in Section 14.1.

1.54 **Profits and Losses.** “Profits” and “Losses” means, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such year, determined in accordance with Code

Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the adjustments specified in paragraph 2.1 of Appendix 1.

1.55 **Property.** “Property” means all real property and personal property acquired by the Company, which shall include both tangible and intangible property.

1.56 **Proposed Transfer.** “Proposed Transfer” has the meaning set forth in Section 10.4(a).

1.57 **Reorganization Plan.** “Reorganization Plan” has the meaning set forth in Section 16.1.

1.58 **Required Notice.** “Required Notice” has the meaning set forth in Section 10.4(e).

1.59 **Responsible Person.** “Responsible Person” means an individual who is or was a Member or a Manager or officer of the Company.

1.60 **Sale Notice.** “Sale Notice” has the meaning set forth in Section 12.3.

1.61 **Selling Member.** “Selling Member” has the meaning set forth in Section 12.1.

1.62 **Tag-along Member.** “Tag-along Member” has the meaning set forth in Section 12.1.

1.63 **Tag-along Notice.** “Tag-along Notice” has the meaning set forth in Section 12.4(b)

1.64 **Tag-along Period.** “Tag-along Period” has the meaning set forth in Section 12.4(b).

1.65 **Tag-along Portion.** “Tag-along Portion” has the meaning set forth in Section 12.4(a).

1.66 **Tag-along Sale.** “Tag-along Sale” has the meaning set forth in 12.1.

1.67 **Taxing Authority.** “Taxing Authority” means any federal, state, local or foreign taxing authority.

1.68 **Third Party Purchaser.** “Third Party Purchaser” means any Person who, immediately prior to the contemplated transaction, does not directly or indirectly own or have the right to acquire any outstanding Units.

1.69 **Transfer or Transferred.** “Transfer” or “Transferred” means, as a noun, any voluntary or involuntary (by operation of law or otherwise) gift, bequest, transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily (by operation of law or otherwise) to gift, bequest, transfer, sell, pledge or hypothecate or otherwise dispose of. For purposes of illustration and not by means of limitation, Transfer includes dispositions triggered by death, disability, dissolution or other cessation of the existence of a Member, foreclosure, Bankruptcy, and marital dissolution.

1.70 **Transferring Member.** “Transferring Member” has the meaning set forth in Section 10.4(a).

1.71 **Unit.** “Unit” has the meaning set forth in Section 3.2.

1.72 **Voluntary Bankruptcy.** “Voluntary Bankruptcy” means, with respect to any Person, the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors; the filing of any petition or answer by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for such Person or for any substantial part of its property; or corporate action taken by such Person to authorize any of the actions set forth above.

ARTICLE 2 ORGANIZATIONAL MATTERS

2.1 **Filing of the Certificate.** The Company was organized pursuant to the Alabama LLC Law by the filing of a Certificate of Formation (the “Certificate”) with the Office of the Alabama Secretary of the State, Business Entity Division, on September 1, 2022, and, upon formation, was assigned Entity ID Number 001-038-008. The Members agree that the rights, duties and liabilities of the Members shall be as provided in the Alabama LLC Law, except as otherwise expressly provided herein.

2.2 **Name.** The name of the Company is Flowerwood Medical Cannabis, LLC. The Company may do business under this name and/or under any other name or names that the Board selects. If the Company does business under any other name or names, then the Company shall comply with any requirements of the Alabama LLC Law and any other Applicable Law relating thereto.

2.3 **Place of Business.** The principal place of business of the Company shall be in Baldwin County, Alabama, at 15315 Kelly Road, Loxley, Alabama, or at such other at such other place within the State of Alabama as the Board may determine from time to time.

2.4 **Purposes and Powers.** The Company has been formed (a) for the purpose of applying for an integrated facility license under the Compassion Act, and if such license is granted to the Company, owning and operating a vertically integrated medical cannabis business licensed under the Compassion Act within the state of Alabama, and conducting any and all business, operations, and activities in connection therewith; and (b) to engage in any other business that may lawfully be conducted by a limited liability company under the Alabama LLC Law and all other Applicable Law, as approved by the Members. The Company shall have all of the powers granted to a limited liability company under the Alabama LLC Law.

2.5 **Binding on Future Members.** This Agreement is automatically binding on all current and subsequent Members and holders of all or any part of a Unit, regardless of whether such Members or holders execute any written instrument agreeing to be bound by this Agreement.

2.6 **Registered Agent; Registered Office.** The agent for service of process of the Company in the State of Alabama and the street and mailing address of the office at which such agent is

located shall be the registered agent and registered office named in the Certificate or such other Person at such other street and mailing address as the Board may designate from time to time in the manner provided by Applicable Law.

ARTICLE 3
MEMBERS; MEMBERSHIP INTERESTS; CAPITAL CONTRIBUTIONS

3.1 **Members Schedule.** The Company shall maintain a schedule of all Members (the “Members Schedule”) setting forth each Member’s address, the number and class of Units held by each Member, and each Member’s Percentage Interest in Financial Rights and Governance Rights. The Company shall update the Members Schedule upon a change in any Member’s address, the issuance or Transfer of any Units to any Member, or the admission of any new Member, and such updates shall not be deemed amendments to this Agreement. A copy of the Members Schedule is attached hereto as Schedule A.

3.2 **Membership Interests; Units.** The Membership Interests of the Members shall be represented by units of interests in the Company (each, a “Unit”). The Company is authorized to issue two classes of Units, as follows:

(a) **Class A Units.** The Company is authorized to issue up to 10,000 Class A Units. The holders of the Class A Units who have been admitted as Members are each referred to as a “Class A Member” and collectively, as the “Class A Members.” Class A Members shall have Governance Rights, including the right to vote on all matters submitted to the Members for a vote, and Financial Rights as provided in this Agreement. Class A Members are entitled to one (1) vote per Class A Unit.

(b) **Class B Units.** The Company is authorized to issue up to 2,000 Class B Units. The holders of Class B Units who have been admitted as Members are each referred to as a “Class B Member” and collectively, as the “Class B Members.” Class B Members shall have Financial Rights as provided in this Agreement. Class B Members shall not have Governance Rights and shall not be entitled to vote on any matters submitted to the Members for a vote. The Company may issue Class B Units to a Person in exchange for services performed or to be performed for the Company by such Person. In such event, the Class B Units shall be issued pursuant to a grant agreement between the Company and such Person in such form as shall be approved by the Company from time to time, and upon full execution of the grant agreement, the Class B Units shall be issued to such Person and such Person shall be admitted as a Class B Member. Class B Units shall be deemed “profits interests” under IRS Revenue Procedure 93-27 and IRS Revenue Procedure 2001-43 and the provisions of this Agreement shall be interpreted and applied consistently therewith.

3.3 **Capital Contributions; Percentage Interests in Financial Rights.** The Members have made Capital Contributions to the Company and have the Percentage Interests in Financial Rights as set forth on the Members Schedule.

3.4 **Capital Accounts.** An individual Capital Account must be established and maintained for each Member in accordance with Paragraph 3 of Appendix 1.

3.5 **Additional Capital Contributions.** In accordance with the terms and conditions set forth in a resolution of the Board, the Class A Members shall be required to make such additional contributions to the capital of the Company (an “Additional Capital Contribution”) in proportion to such Class A Members’ Percentage Interests on or before the date or dates specified in such resolution. Class B Members shall not be required or permitted to make any Additional Capital Contributions.

3.6 **Remedies in Event of Default.** In the event that (a) Additional Capital Contributions are required as provided in Section 3.5, and (b) a Class A Member fails to make the contribution required of the Member on or before the thirtieth (30th) calendar day following the due date specified by the Board, the Percentage Interests of the Class A Members representing Financial Rights and Governance Rights shall be recomputed and reduced effective as of the due date of such Additional Capital Contributions. Further, upon approval by the Board, some or all of the contributing Class A Members may elect to contribute the capital that was to be contributed by the defaulting Member. In any such event, the Percentage Interests representing Financial Rights and Governance Rights of each Class A Member will be adjusted on a pro rata basis to account for the Additional Capital Contributions made by the contributing Class A Members.

3.7 **No Interest or Right to Withdraw.** No Class A Member has the right to withdraw or receive a return of such Class A Member’s Capital Contributions, or to receive any specific property of the Company, except as specifically provided in this Agreement. The Company shall not pay any interest on Capital Contributions or on balances in Capital Accounts.

3.8 **Nature of Obligations.** No creditors of the Company or other third parties shall have any rights, as third-party beneficiaries or otherwise, to compel any Capital Contributions. The Company may not assign any obligation of Class A Members to make Capital Contributions under this Article 33 to any creditor or other third party.

3.9 **Statements of Units.** Within five (5) Business Days after the written request of any Member, the Board shall provide to such Member a written statement of the particular Units owned by such Member as of the time the Company makes such written statement. Such statement of Units is not a certificated security, a negotiable instrument, nor a bond or stocks, and cannot be a vehicle by which any transfer of any Member’s Units may be effected.

3.10 **Loans.** Any Member may, with the approval of the Board, lend or advance money to the Company. If any Member makes any loan to the Company or advances money on its behalf, the amount of any such loan or advance will not be treated as a contribution to the capital of the Company but as debt due from the Company. The amount of any such loan or advance by a lending Member is repayable out of the Company’s cash and shall bear interest at the rate agreed upon between the Company and the lending Member. None of the Members are obligated to make any loan or advance to the Company.

3.11 **Benefits of Agreement.** For the avoidance of doubt, nothing in this Agreement, and, without limiting the generality of the foregoing, in this Article 3, expressed or implied, is intended or shall be construed to give to any creditor of the Company or to any creditor of any Member or any other Person whatsoever, other than the Members and the Company, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenant,

condition, or provision herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Members and the Company.

ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations.** After giving effect to the special allocations set forth in Appendix 1, Profits and Losses for each Fiscal Year must be allocated to the Members as follows:

(a) Profits.

(i) First, one hundred percent (100%) of Profits will be allocated to the Class A Members pro rata in accordance with their respective Capital Contributions until such time that each Class A Member has received distributions equal to: (A) Losses previously allocated to such Class A Member (until the amount of Profits so allocated equal the amount of such Losses); plus (B) such Class A Member's Capital Contributions.

(ii) Second, Profits will be allocated to the Members in accordance with their Percentage Interests in Financial Rights.

(b) Losses. All Losses shall be allocated to the Class A Members in accordance with their respective Capital Contributions.

4.2 **Distributions.**

(a) In General.

(i) Subject to Section 4.2(a)(ii) and Section 4.2(b), the Board shall have sole discretion regarding the amounts and timing of Distributions to Members. The Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company.

(ii) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate the Alabama LLC Law or other Applicable Law.

(b) Distributions of Net Cash. Subject to the priority of Distributions pursuant to Section 13.2, if applicable, all Distributions determined to be made by the Board pursuant to Section 4.2 shall be made to the Members as follows:

(i) First, one hundred percent (100%) of all Distributions of Net Cash will be distributed to the Class A Members pro rata in accordance with their respective Capital Contributions until each Class A Member's Capital Contributions have been returned to such Class A Member.

(ii) Thereafter, Net Cash will be distributed to all of the Members in

accordance with their Percentage Interests in Financial Rights.

(c) Tax Advances. Subject to any restrictions in any of the Company's then applicable debt-financing arrangements, and subject to the Board's sole discretion to retain any other amounts necessary to satisfy the Company's obligations, the Company shall use commercially reasonable efforts to distribute before the seventy-fifth (75th) day of the next succeeding Fiscal Year cash in proportion to and to the extent of each Estimated Tax Amount. Any distributions made pursuant to this Section 4.2(c) shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 4.2(a) and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 4.2(a).

(d) Distributions in Kind. The Board is hereby authorized, in its sole discretion, to make distributions to the Members in the form of securities or other property held by the Company; provided, that tax advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section **Error! Reference source not found.**

ARTICLE 5 MANAGEMENT; OFFICERS

5.1 **Management of the Company**. Subject to the terms of this Agreement, the Board, on behalf of the Members, shall have the exclusive right and authority to manage and control the business and affairs of the Company, and shall possess all rights and powers of a "manager" of a limited liability company as provided in the Alabama LLC Law and otherwise by law. Except as otherwise expressly provided in this Agreement, the Board shall make all decisions of the Company by Majority Vote. The Board has the right to designate one or more committees to assist in the performance of its duties and the right to appoint officers and delegate authority to such officers to conduct the day-to-day operations of the Company.

5.2 **Individual Member Authority**. Except as expressly authorized by the Board, no Member, as a Member, has the power to act as an agent of the Company. Each Member, other than a Member who is a Manager or officer of the Company acting within the scope of such Manager's or officer's authority, shall indemnify the Company for any costs or damages incurred by the Company as a result of any action by said Member to act for, or to undertake or assume, any unauthorized obligation, debt, duty or responsibility on behalf of, any other Member or the Company. The Company's credit and assets are to be used solely for the benefit of the Company, and no Member shall transfer or encumber any asset of the Company for or in payment of any individual obligation of a Member.

5.3 **Major Decisions**. Notwithstanding any other provision herein, the following decisions require approval by a Majority Vote of the Members (each a "Major Decision"):

- (a) admitting additional Members as described in Section 9.1;
- (b) dissolving the Company as described in Section 15.1;

- (c) amending this Agreement as described in Section 20.2;
- (d) the sale or transfer of any portion of the assets of the Company in excess of \$100,000;
- (e) the sale of substantially all of the assets of the Company;
- (f) entering into a real property purchase or lease agreement;
- (g) incurring any debt in excess of \$100,000 other than ordinary trade debt;
- (h) authorizing new or additional classes or series of Units, and establishing the privileges, preferences, rights, duties, liabilities, and obligations of each such class or series;
- (i) issuing or granting Units to any Person and approving the redemption of any Units;
- (j) the commencement of any public offering or any transaction or series of related transactions involving a Change of Control; any merger, consolidation, or other business combination involving the Company;
- (k) initiating or entering into any legal proceeding or settlement agreement;
- (l) any act in contravention of this Agreement;
- (m) any act which would make it impossible to carry on the ordinary business of the Company; and
- (n) any matter requiring such approval under the Alabama LLC Law.

5.4 **Officers.** The Board may appoint officers of the Company in its discretion. Any number of offices may be held by the same person. Officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Any such officers of the Company shall be empowered to carry out the day-to-day operations of the Company and to implement the actions authorized by the Board. Any officer may be removed either with or without cause by the Board at any time, subject to the rights, if any, of such officer under any employment agreement with the Company. Any officer may resign at any time by giving written Notice to the Board. No officer need be a Member. The initial offices of the Company are a President, a Treasurer, and a Secretary, and are held by those persons set forth on Schedule B hereto.

5.5 **Compensation of Officers.** The Company shall pay such compensation, if any, to each officer as shall be approved by the Board.

5.6 **Dealing With Affiliates.** Subject to any additional requirements of the Alabama LLC Law, the Company may acquire property or services from, and have other transactions with, a Member, an immediate family member of a Member, or any Affiliate of a Member, provided that: (a) the funds of the Company are not commingled with that of a Member or an Affiliate;

and (b) all transactions between the Company and a Member or an Affiliate are (i) commercially reasonable, (ii) evidenced in writing, and (iii) approved by the Board.

ARTICLE 6 METHOD OF VOTING; MEMBERS MEETINGS

6.1 **General.** Actions and decisions requiring the approval of the Members must be authorized or made by a Majority Vote taken at a meeting of the Members. Breaching Members are not entitled to receive notices, vote on any matters, call meetings, or act as proxies, and their consent is not required for any purpose under this Agreement, until such breach is cured to the reasonable satisfaction of the Board. The voting power held by Breaching Members is excluded for purposes of determining the affirmative vote required for decisions or actions to be taken hereunder by the Members.

6.2 **Votes of the Members.** Where a vote of the Members is required, each Member may vote such Member's Units having Governance Rights in such Member's individual capacity, and has no fiduciary responsibility to any other Member with respect to any such votes.

6.3 **Calling Meetings.** The Board or any Member or Members holding, in the aggregate, more than ten percent (10%) of the Percentage Interests in respect of Governance Rights may call a meeting to consider approval of an action or decision by delivering to each other Member notice of the time and purpose of such meeting at least three (3) Business Days before the day of such meeting. A Member may waive the requirement of notice of a meeting either by attending the meeting or executing a written waiver before or after the meeting.

6.4 **Telephonic Meetings.** Any action permitted or required by the Alabama LLC Law, the Certificate, or this Agreement to be taken at a meeting of the Members may be taken at a meeting conducted by telephone or other means permitting all participants to simultaneously hear each other. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

6.5 **Written Consent In Lieu Of Meeting.** Notwithstanding Section 6.1, the Board or any Class A Member may propose that the Company authorize an action or decision by written consent of the Class A Members without a meeting of the Members. For such proposed action on written consent to be a valid and binding action of the Company, the action must be approved by Class A Members with voting power equal to the voting power that would be required to take the same action at a meeting of the Members at which all voting Members were present. A Class A Member's written consent may be evidenced by such Class A Member's signature on a counterpart of the proposal or by a separate writing (including a facsimile or electronic mail) that identifies the proposal with reasonable specificity and states that such Class A Member consents to such proposal. Prompt written notice of the taking of any action by less than unanimous consent shall be given to those Class A Members who have not consented in writing to such action.

6.6 **Vote by Proxy.** A Member entitled to vote may vote or execute a written consent by proxy. Any such proxy must be in writing and must identify the specific meeting or matter to which the proxy applies or state that it applies to all matters (subject to specified reservations, if

any) coming before the Members for approval prior to a specified date, which may not be later than the first anniversary date of the date on which such proxy is given. Any such proxy is revocable at any time and is not effective at any meeting at which the Member giving such proxy is present.

6.7 **Records.** The Company shall maintain permanent records of all actions taken by the Members, including, without limitation, minutes of all Company meetings, copies of all actions taken by written consent of the Members entitled to vote, and copies of all proxies pursuant to which one Member votes or executes a consent on behalf of another.

ARTICLE 7 BOARD OF MANAGERS

7.1 Number, Election and Term.

(a) The initial Board shall consist of five (5) Managers. The Managers shall be elected by Majority Vote of the Members. Each Manager shall serve as a Manager for one (1) year terms, or until such time as his or her successor has been duly elected and qualified, or until his or her death, disability, removal, incapacity, or resignation. Managers may succeed themselves and may serve successive terms. Managers need not be residents of the State of Alabama or Members of the Company. The number of Managers may be increased or decreased from time to time by Majority Vote of the Members

(b) In the event that a vacancy is created on the Board at any time due to the death, disability, removal, incapacity, or resignation of a Manager, then the Members may elect a replacement by Majority Vote of the Member.

(c) The Board shall maintain a schedule of all Managers with their respective mailing addresses (the "Managers Schedule"), and shall update the Managers Schedule upon the removal or replacement of any Manager in accordance with this Agreement. A copy of the Managers Schedule as of the execution of this Agreement is attached hereto as Schedule C.

7.2 **Removal and Resignation.** A Manager may be removed or replaced at any time from the Board by a Majority Vote of the Members, with or without cause. A Manager may resign at any time from the Board by delivering his or her written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

7.3 **Method of Voting; Calling Meetings.** Actions and decisions requiring the approval of the Board must be authorized or made by a Majority Vote taken at a meeting of the Board. The President or any Manager may call a meeting of the Board by delivering to each Manager notice of the time and purpose of such meeting at least three (3) Business Days before the day of such meeting. A Manager may waive the requirement of notice of a meeting either by attending the meeting or executing a written waiver before or after the meeting.

7.4 **Telephonic Meetings.** Any action permitted or required by the Alabama LLC Law, the Certificate, or this Agreement to be taken at a meeting of the Board may be taken at a meeting

conducted by telephone or other means permitting all participants to simultaneously hear each other. A Manager participating in a meeting by this means is deemed to be present in person at the meeting.

7.5 Written Consent In Lieu Of Meeting. Notwithstanding Section 7.3, any Manager may propose that the Company authorize an action or decision by written consent of the Managers without a meeting of the Board. For such proposed action on written consent to be a valid and binding action of the Company, the action to be taken must be set forth in writing with not less than one (1) but not more than ten (10) days' prior notice to all the Managers and approved by all Managers with voting power equal to the voting power that would be required to take the same action at a meeting of the Board at which all Managers were present. A Manager's written consent may be evidenced by his or her signature on a counterpart of the proposal or by a separate writing (including a facsimile or electronic mail) that identifies the proposal with reasonable specificity and states that such Manager consents to such proposal. Prompt written notice of the taking of any action by less than unanimous written consent of the Managers shall be given to those Managers who have not consented in writing to such action.

7.6 Records. The Company shall maintain permanent records of all actions taken by the Board, including, without limitation, minutes of all Board meetings and copies of all actions taken by written consent of the Board.

7.7 No Proxies. Managers may not grant proxies regarding votes by the Board to any other Person, including another Manager.

ARTICLE 8 TAX, ACCOUNTING, BOOKS AND RECORDS

8.1 Books and Records. The Company shall maintain at its principal executive office books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Company business.

8.2 Accounting. Unless otherwise recommended by the Company's independent certified public accountant and permitted by law, the Company shall use the accrual method of accounting in preparation of its annual reports and for tax purposes and shall keep its books accordingly.

8.3 Right of Inspection. Each Member has the right, at such Member's sole expense, after providing notice to all other Members and the Board, to examine, copy, and audit the Company's books and records. Notwithstanding the foregoing, the Board may set such limits (such as requiring such rights to be exercised only during normal business hours) to this right as are consistent with the Alabama LLC Law and reasonably necessary to prevent disruption to the Company's business operations.

8.4 Reports.

(a) Within ninety (90) days after the end of each Fiscal Year, the Company shall use its best efforts to provide each Person who was a Member at any time during such Fiscal Year with a Form K-1 and a statement of the Members' Capital Accounts and changes therein for such

Fiscal Year.

(b) Within twenty five (25) days after the end of each fiscal quarter, the Company shall provide each Member with internally prepared quarterly financial statements of the Company, consisting of a balance sheet and related statements of income, retained earnings, and cash flow.

(c) Within sixty (60) days after the end of each Fiscal Year, the Company shall provide each Member with preliminary annual financial statements of the Company, and final annual financial statements of the Company prepared by an independent Certified Public Accountant within one hundred twenty (120) days after the end of each Fiscal Year.

(d) Within fifteen (15) days after the end of each Fiscal Year, the Company shall provide each Member with all budgets, financial plans, or other material plans of the Company.

8.5 Tax Characterization and Tax Returns.

(a) The Members acknowledge that the Company may be treated as either a partnership or Subchapter-C corporation for federal tax purposes. All provisions of this Agreement and the Certificate are to be construed so as to preserve the Company's tax status as either a partnership or Subchapter-C corporation. Within sixty (60) days of the date of this Agreement, the Board shall, with the advice of counsel and an independent certified public accountant, make an election for the Company to either be taxed as a partnership or a Subchapter-C corporation.

(b) The Company shall furnish each Member with a copy of each income tax return filed by the Company, together with any schedules or other information that each Member may need in connection with such Member's own tax affairs.

8.6 **Special Basis Adjustment.** Unless unanimously approved by the Members, the Company shall not make an election to adjust the basis of the Company's property in the manner provided in Sections 734(b) and 743(b) of the Code.

8.7 Partnership Representative.

(a) The Members hereby appoint the "Partnership Representative" (within the meaning of Code Section 6223) for the Company designated on Schedule B. The Partnership Representative shall serve until the earlier of his or her death, disability, removal, incapacity, or resignation. The Partnership Representative may resign at any time by giving thirty (30) days written notice to the Members. The Members may remove the Partnership Representative and appoint a new Partnership Representative at any time by a Majority Vote. If a Partnership Representative ceases to be the Partnership Representative for any reason, the Members shall designate a new Partnership Representative by Majority Vote.

(b) The Members agree that, if the Company receives an FPAA Notice that would, with the passing of time, result in an "imputed underpayment" imposed on the Company as that term is defined in Code Section 6225, then, any Member may, or may cause the Company (by directing the Partnership Representative or otherwise) to elect pursuant to Code Section 6226,

and comply with all of the requirements and procedures required in connection with such election, to make inapplicable to the Company the requirement in Code Section 6225 (as amended by the Bipartisan Budget Act of 2015, P.L. 114-74) to pay the “imputed underpayment” as that term is used in that section; provided however, that if any Member objects in writing to such election, and provides an alternative to the Code Section 6226 election that is materially more favorable to such Member and no less favorable to the other Members, then the Company shall in good faith pursue such alternative so long as it can be implemented without jeopardizing the Member’s rights to the Code Section 6226 election and so long as the Board determines that such alternative does not impose additional financial or administrative burdens on the Company.

(c) To the extent permitted by Applicable Law, and at the request of the Members by Majority Vote, the Partnership Representative shall elect pursuant to Code Section 6221(b), and comply with all of the requirements and procedures required in connection with such election, to have the provisions of Subchapter C of Chapter 63 of the Code not apply to the Company; provided, however, that the obligation to make such election shall be contingent upon the parties, based on their good faith efforts, agreeing to terms and conditions that, to the greatest extent possible, preserve the rights and liabilities of the parties set forth in this Section 8.7.

(d) The Partnership Representative shall be entitled to reimbursement by the Company for all reasonable costs and expenses incurred by it in connection with the performance of the obligations hereunder and shall be indemnified by the Company with respect to any action brought against it in connection with any judgment in or settlement of any examination or judicial or administrative proceeding. Any Member who enters into a settlement agreement with respect to any Company tax item shall notify the Partnership Representative of such settlement agreement and its terms within thirty (30) days after the date of such settlement.

(e) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by Taxing Authorities and any resulting proceedings. Each Member agrees that any reasonable action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company. The Members agree to provide information reasonably necessary to comply with or defend any tax examination or proceeding.

(f) **Income Tax Elections.** Except as otherwise provided in this Agreement, the Partnership Representative shall, following consultation with the Company’s independent certified public accountant and approval of the Board, make any reasonable and advisable income tax elections on behalf of the Company; provided, that the Partnership Representative will make an election under Section 754 of the Code, if requested in writing by Members holding a majority of the outstanding Units.

(g) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. The Partnership Representative shall, following consultation with the Company's independent certified public accountant and approval of the Board, determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority, subject to the limitations contained in this Agreement.

ARTICLE 9 ADDITIONAL MEMBERS

9.1 **Admission.** The Company may, from time to time, admit additional Members upon the Majority Vote of the Members.

9.2 **Percentage Interests.** Upon the admission of an additional Member, the Company, upon the Majority Vote of the Members, shall determine the Units (including the contributions and/or services required as consideration therefor) to be issued to such additional Member.

9.3 **Admission Procedure.** No Person can be admitted as an additional Member unless such Person executes, acknowledges, and delivers to the Company such instruments as the Company may deem necessary or advisable to effect the admission of such Person as an additional Member, including, without limitation, the written acceptance and adoption by such Person of the provisions of this Agreement. Schedule A may be revised from time to time to reflect the admission of additional Members and such Members' Financial Rights and Governance Rights, and such revisions shall not be deemed amendments to this Agreement.

ARTICLE 10 TRANSFER OF UNITS

10.1 **Restrictions on Transfer.** No Member shall Transfer such Member's Units, except as expressly permitted in this Article 10. Any purported Transfer of a Unit or Membership Interest other than one permitted by this Article 10 is null and void and of no force or effect. Furthermore, notwithstanding any provision of this Agreement to the contrary, the Transfer of a Unit or Membership Interest to any Person other than the Company or a Member will not be permitted if (a) the Unit or Membership Interest sought to be Transferred, when added to the total of all other Units and Membership Interests Transferred within the period of twelve (12) consecutive months ending with the proposed date of the Transfer, results in the termination of the Company under Section 708 of the Internal Revenue Code, (b) such Transfer would cause the Company to have more than 100 "partners" within the meaning of Treasury Regulation Section 1.7704-1(h), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3) (as administered by the Internal Revenue Service), or (c) such Transfer would violate applicable federal and state laws.

10.2 **Permitted Transfers.** Subject to the conditions set forth in Section 10.3, a Member may Transfer such Member's Units (any such Transfer being referred to in this Agreement as a "Permitted Transfer") upon approval of the Board after full disclosure by such Member to the

Board of the material terms of the proposed transaction.

10.3 Conditions to Permitted Transfers. The following are conditions precedent to any Permitted Transfer:

(a) Except in the case of a Transfer involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer. In the case of a Transfer of a Unit involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company. In all cases, the transferor and transferee shall reimburse the Company for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) Upon request by the Company, the transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Units transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company is not required to make any distribution otherwise provided for in this Agreement with respect to any transferred Units until it has received such information.

(c) If the Permitted Transfer is in the form of a pledge or encumbrance of all or any part of a Member's Units as security for the payment of a debt, any such pledge or encumbrance must be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Agreement, including, without limitation, this Article 10.

(d) If, pursuant to the terms of any loan agreement, security agreement, deed of trust or other agreement existing at any time between the Company and any lender, the approval of such lender is required prior to the Transfer of a Unit, then, notwithstanding any provision of this Agreement to the contrary, no such Transfer will be effective until all required approvals and/or consents of any such lender have been obtained. Likewise, if such Transfer made without necessary approvals would cause the Company to be in violation of the terms of the partnership agreement of any partnership in which the Company is then a partner, the shareholders' agreement of any corporation in which the Company is a shareholder, or the certificate of formation or limited liability company agreement of any other limited liability company in which the Company is a member, or any comparable agreement, the required approvals of all necessary parties to such Transfer must be obtained before such Transfer shall become effective.

(e) The receipt of all approvals required under the Compassion Act and any other Applicable Law.

10.4 Right of First Refusal on Certain Transfers for Value. In addition to the Permitted Transfers, a Member may Transfer all or any portion of such Member's Units to a Person for value as follows:

(a) At least thirty (30) days prior to the date that the proposed Transfer is to occur,

the Member seeking to Transfer all or part of such Member's Units (the "Transferring Member") shall send written notice (the "Required Notice") to the Company setting forth the material terms of the proposed Transfer (the "Proposed Transfer"), including a description of Units to be transferred, price, payment terms, and the identity of the transferee. For five (5) days thereafter, the Company may request reasonable evidence from the Transferring Member that the Proposed Transfer will be made pursuant to a bona fide offer from the transferee, which evidence the Transferring Member must furnish no later than five (5) days after the request is made.

(b) For the period ("Option Period") commencing with the date on which the Required Notice was sent and ending thirty (30) days thereafter (which period is automatically extended by one day for each day in excess of five (5) that the Transferring Member fails to comply with a request for reasonable evidence of the offer), the Company has the option to purchase the Units that are the subject of the Proposed Transfer for the same price and upon the same terms and conditions as described in the Required Notice. Written notice of the intent to exercise the option must be delivered to the Transferring Member not later than seven (7) days prior to the expiration of the Option Period. If the Company decides not to exercise its option during the remainder of the Option Period, one or more Members other than the Transferring Member may indicate their intent to exercise the option on their own behalf by delivery of written notice to the Transferring Member, and if more than one Member desires to exercise said option, each participating Member can purchase a portion of the Transferring Member's Units in the same proportion as the Members' Percentage Interests representing Governance Rights, calculated by including only the Percentage Interests owned by the participating Members. If the option is exercised by either the Company or the Members, the Company or the Members, as the case may be, shall consummate the purchase not later than thirty (30) days after the expiration of the Option Period.

(c) Notwithstanding the stipulation in Section 10.4(b) that the Company or the Members acquire the Units that are the subject of the Proposed Transfer upon the same terms and conditions as described in the Required Notice, if any of the consideration proposed to be paid by the transferee is not cash or a cash equivalent, the Board, in its sole reasonable judgment, may determine the cash value of such consideration, and the Company or the Members may pay cash equal to such cash value in lieu of such consideration when consummating the purchase of the Units.

(d) If neither the Company nor the Members exercise the foregoing option prior to the expiration of the Option Period, the Transferring Member may thereafter consummate the Proposed Transfer with the transferee upon terms and conditions that are not less favorable to the Transferring Member than were described in the Required Notice. If the Proposed Transfer is not consummated within thirty (30) days after the expiration of the Option Period, the Transferring Member shall not make a Transfer without again offering the Units to the Company and the Members in accordance with this Section 10.4.

(e) No Member may give any notice or request initiating the procedures contemplated by Section 10.4 while any other notice, purchase or Transfer is pending under Section 10.4 or after a Liquidating Event has occurred. The Members that are not Breaching Members are not required to offer any portion of their Units pursuant to Section 10.4 to a Breaching Member during the period that the Company is pursuing any remedy specified in

Article 14 with respect to such Member's status as a Breaching Member.

10.5 Admission of Substituted Members. Concurrently with the other provisions of this Article 10, a transferee of a Unit that includes Governance Rights may be admitted to the Company as a substituted Member only upon satisfaction of all the following conditions:

(a) Such admission has been approved by the vote required to approve a Transfer to the transferee pursuant to Section 10.2.

(b) The transferee of the Unit (other than a transferee that was a Member prior to the Transfer) has, by written instrument in form and substance reasonably satisfactory to the Company, assumed the obligations of the transferor Member under this Agreement with respect to the Transferred Unit.

(c) If required by the Company, the transferor or transferee has reimbursed the Company for all reasonable legal, filing, and other out-of-pocket costs that the Company has incurred in connection with the admission of the transferee as a Member with respect to the Transferred Unit.

(d) Except in the case of a Transfer involuntarily by operation of law, if required by the Company, the transferee (other than a transferee that was a Member prior to the Transfer) has delivered to the Company evidence satisfactory to the Company in its sole discretion of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement.

(e) The receipt of all approvals required under the Compassion Act and any other Applicable Law.

10.6 Rights of Unadmitted Assignees. A Person who acquires all or part of a Unit but who is not admitted as a substituted Member pursuant to Section 10.5 is entitled only to allocations and distributions with respect to such Unit in accordance with this Agreement, and has no right to any information or accounting of the affairs of the Company, is not entitled to inspect the books or records of the Company, and has no voting rights or any other rights of a Member under the Alabama LLC Law or this Agreement.

10.7 Distributions and Allocations in Respect of Transferred Units. If any Units are Transferred during any Fiscal Year in compliance with the provisions of this Article 10, Profits, Losses, each item thereof, and all other items attributable to the Transferred Units for such Fiscal Year must be divided and allocated between the transferor and the transferee by taking into account their varying interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Board. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Transfer no later than the end of the calendar month during which it is given notice of the consummation of such Transfer; provided, that if the Company does not receive a notice stating the date such Units were transferred and such other information as the Board may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated, and all distributions shall be

made, to the Person who, according to the books and records of the Company, was the owner of the Units on the last day of such Fiscal Year.

ARTICLE 11 DRAG-ALONG RIGHTS

11.1 **Participation.** If one or more Class A Members holding no less than a Majority of all the Class A Units (such Member or Members, the “Dragging Member”), proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 11.3 and subject to compliance with Section 11.3, to require that each other Member (each, a “Drag-along Member”) participate in such sale in the manner set forth in Section 11.2.

11.2 **Sale of Units.** Subject to compliance with Section 11.4:

(a) If the Drag-along Sale is structured as a sale resulting in a Majority of the Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag-along Sale, the number of Units of such class or series equal to the product obtained by multiplying (i) the number of applicable Units on a Fully Diluted Basis held by such Drag-along Member by (ii) a fraction (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Member proposes to sell in the Drag-along Sale and (y) the denominator of which is equal to the number of all Units on a Fully Diluted Basis held by the Dragging Member at such time; and

(b) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company, then notwithstanding anything to the contrary in this Agreement, each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters’, appraisal or other similar rights that it may have in connection with such transaction.

11.3 **Sale Notice.** The Dragging Member shall exercise such Dragging Member’s rights pursuant to this Article 11 by delivering a written notice (the “Drag-along Notice”) to the Company and each Drag-along Member no more than ten (10) days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members’ rights and obligations hereunder and shall describe in reasonable detail:

(a) The name of the person or entity to whom such Units are proposed to be sold;

(b) The proposed date, time and location of the closing of the sale;

(c) The number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in

sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series; and

(d) A copy of any form of agreement proposed to be executed in connection therewith.

11.4 Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Article 11 are subject to the satisfaction of the following conditions:

(a) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series and the terms and conditions of such sale shall, except as otherwise provided in Section 11.4(c), be the same as those upon which the Dragging Member sells such Dragging Member's Units;

(b) If the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(c) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale; provided, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

11.5 Cooperation; Appointment of Attorney-in-Fact. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 11.4(c). In furtherance of the foregoing obligations and in accordance with Article 19, each Member appoints the Company, through its secretary or such other officer as the Board may designate, as the Member's agent and attorney-in-fact during the term of this Agreement, with full power of substitution, for the purpose of carrying out and consummating any Drag-along Sale and taking any and all actions and executing any and all instruments (including, without limitation, conveyances, assignments, and transfers of Units) which are or may be necessary or advisable to accomplish the Drag-along Sale, which appointment as agent and attorney-in-fact is coupled with an interest, is irrevocable, and continues for as long as this Agreement is in effect.

11.6 **Expenses.** The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

ARTICLE 12 TAG-ALONG RIGHTS

12.1 **Participation.** Subject to the terms and conditions specified in Article 10, if any Class A Member (the "Selling Member") proposes to Transfer any of its Units to any Person (a "Proposed Transferee"), each other Member (each, a "Tag-along Member") shall be permitted to participate in such sale (a "Tag-along Sale") on the terms and conditions set forth in this Article 12.

12.2 **Application of Transfer Restrictions.** The provisions of this Article 12 shall only apply to Transfers in which:

- (a) The Company and Members have not exercised their rights in full under Section 10.4 to purchase all of the Units offered under Section 10.4; and
- (b) The Dragging Member has elected to not exercise its drag-along right under Article 11.

12.3 **Sale Notice.** Prior to the consummation of any Transfer of Units qualifying under Section 12.2, and after satisfying its obligations pursuant to Section 10.4, the Selling Member shall deliver to the Company and each other Member holding Units written notice (a "Sale Notice") of the proposed Tag-along Sale as soon as practicable following the expiration of the period of time set forth in Section 10.4, and in no event later than five (5) days thereafter. The Sale Notice shall make reference to the Tag-along Members' rights hereunder and shall describe in reasonable detail:

- (a) The aggregate number of Units the Proposed Transferee has offered to purchase;
- (b) The identity of the Proposed Transferee;
- (c) The proposed date, time, and location of the closing of the Tag-along Sale;
- (d) The purchase price per applicable Unit (which shall be payable solely in cash or cash equivalents) and the other material terms and conditions of the Transfer; and
- (e) A copy of any form of agreement proposed to be executed in connection therewith.

12.4 Exercise of Tag-along Right.

(a) The Selling Member and each Tag-along Member timely electing to participate in the Tag-along Sale pursuant to Section 12.4(b) shall have the right to Transfer in the Tag-along Sale the number of Units equal to the product of (x) the aggregate number of Units that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the number of Units Fully Diluted Basis then held by the applicable Member, and (B) the denominator of which is equal to the number of Units on a Fully Diluted Basis then held by the Selling Member and all of the Tag-along Members timely electing to participate in the Tag-along Sale pursuant to Section 12.4(b) (such amount with respect to the Units, the “Tag-along Portion”).

(b) Each Tag-along Member shall exercise its right to participate in a Tag-along Sale by delivering to the Selling Member a written notice (a “Tag-along Notice”) stating such Tag-along Member’s election to do so and specifying the number of Units (up to its Tag-along Portion) to be Transferred by such Tag-along Member no later than ten (10) days after receipt of the Sale Notice (the “Tag-along Period”).

(c) The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 12.4.

12.5 Remaining Portions.

(a) If any Tag-along Member declines to exercise its right under Section 12.4(b) or elects to exercise it with respect to less than its full Tag-Along Portion (the aggregate amount of Units resulting from all such unexercised Tag-Along Portions, the “Remaining Portion”, the Selling Member shall promptly deliver a written notice (a “Remaining Portion Notice”) to those Tag-along Members who have elected to Transfer their Tag-Along Portion in full (each, a “Fully Participating Tag-along Member”). The Selling Member, each Fully Participating Tag-along Member shall be entitled to Transfer, in addition to any applicable Units already being Transferred, a number of Units held by him, her or it equal to the product of (x) the Remaining Portion, and (y) a fraction (A) the numerator of which is equal to the number of Units then held by the applicable Member, and (B) the denominator of which is equal to the number of Units then held by the Selling Member and all Fully Participating Tag-along Members.

(b) Each Fully Participating Tag-along Member shall exercise his, her, or its right to participate in the Transfer described in Section 12.5(a) by delivering to the Selling Member a written notice (a “Remaining Tag-along Notice”) stating its election to do so and specifying the number of Units (up to the amounts it may Transfer pursuant to Section 12.5(a)), to be Transferred by it no later than five (5) Business Days after receipt of the Remaining Portion Notice.

(c) The offer of each Fully Participating Tag-along Member set forth in a Remaining Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Article 12.

12.6 Waiver. Each Tag-along Member who does not deliver a Tag-along Notice in compliance with Section 12.4(b) shall be deemed to have waived all of such Tag-along Member's rights to participate in the Tag-along Sale with respect to the Units owned by such Tag-along Member, and the Selling Member shall (subject to the rights of any other participating Tag-along Member) thereafter be free to sell to the Proposed Transferee the Units identified in the Sale Notice at a per Unit price that is no greater than the applicable per Unit price set forth in the Sale Notice and on other terms and conditions which are not in the aggregate materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

12.7 Conditions of Sale.

(a) Each Member participating in the Tag-along Sale shall receive the same consideration per Unit after deduction of such Member's proportionate share of the related expenses in accordance with Section 12.9 below.

(b) Each Tag-along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale; provided, that each Tag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution, and delivery of relevant documents, enforceability of such documents against the Tag-along Member, and other matters relating to such Tag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each Tag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Member and each Tag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Selling Member and each such Tag-along Member in connection with the Tag-along Sale.

12.8 Cooperation; Appointment of Attorney-in-Fact. Each Tag-along Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member, but subject to Section 12.7(b). In furtherance of the foregoing obligations and in accordance with Article 19, each Member appoints the Company, through its secretary or such other officer as the Board may designate, as the Member's agent and attorney-in-fact during the term of this Agreement, with full power of substitution, for the purpose of carrying out and consummating any Tag-along Sale and taking any action and executing any instruments (including, without limitation, conveyances, assignments, and transfers of Units) which are or may be necessary or advisable to accomplish the Tag-along Sale, which appointment as agent and attorney-in-fact is coupled with an interest, is irrevocable, and continues for as long as this Agreement is in effect.

12.9 Expenses. The fees and expenses of the Selling Member incurred in connection with a Tag-along Sale and for the benefit of all Tag-along Members (it being understood that costs incurred by or on behalf of a Selling Member for its sole benefit will not be considered to be for

the benefit of all Tag-along Members), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by the Selling Member and all the participating Tag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Tag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Tag-along Sale.

12.10 Consummation of Sale. The Selling Member shall have sixty (60) days following the expiration of the Tag-along Period in which to consummate the Tag-along Sale, on terms not more favorable to the Selling Member than those set forth in the Tag-along Notice (which such 60-day period may be extended for a reasonable time not to exceed ninety (90) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Selling Member has not completed the Tag-along Sale, the Selling Member may not then effect a Transfer that is subject to this Article 12 without again fully complying with the provisions of this Article 12.

12.11 Transfers in Violation of the Tag-along Right. If the Selling Member sells or otherwise Transfers to the Proposed Transferee any of its Units in breach of this Article 12, then each Tag-along Member shall have the right to sell to the Selling Member, and the Selling Member undertakes to purchase from each Tag-along Member, the number of Units of each applicable class or series that such Tag-along Member would have had the right to sell to the Proposed Transferee pursuant to this Article 12, for a per Unit amount and form of consideration and upon the terms and conditions on which the Proposed Transferee bought such Units from the Selling Member, but without indemnity being granted by any Tag-along Member to the Selling Member; provided, that nothing contained in this Article 12 shall preclude any Member from seeking alternative remedies against such Selling Member as a result of its breach of this Article 12. The Selling Member shall also reimburse each Tag-along Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-along Member's rights under this Section 12.11.

ARTICLE 13 WITHDRAWAL IN BREACH OF AGREEMENT

13.1 Waiver of Partition. No Member shall, either directly or indirectly, take any action to require partition or appraisal of the Company or of any of its assets or properties. Each Member (and such Member's legal representatives, successors or assigns) hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale with respect to such Member's Units, or with respect to any assets or properties of the Company, except as expressly provided in this Agreement.

13.2 Covenant Not to Withdraw or Dissolve or Take Certain Actions. Except as otherwise expressly required or permitted hereby, no Member shall (a) take or permit any action that would cause a Voluntary Bankruptcy of such Member, (b) withdraw or attempt to withdraw from or dissolve the Company other than a withdrawal or dissolution approved by all of the other Members, or (c) violate, or be unable to cure, any noncompliance with any laws, rules, or regulations of the State of Alabama that may apply to such Member because of the operation of the Company as a licensed medical cannabis business, as detailed in Section 18.6.

13.3 Consequences of Violation of Covenant. If a Member (a “Breaching Member”) (i) attempts to transfer all or any portion of his, her, or its Units in breach of Section 10.1, (ii) attempts to cause a partition or takes other action in breach of Section 13.1, (iii) breaches any covenant in Section 13.2, the Company shall continue and not wind up or liquidate, and:

(a) the Breaching Member will immediately cease to be a Member;

(b) the Breaching Member will be liable for damages to the Company for all direct and indirect costs, liabilities, losses and damages that the Company or any Member may incur as a result of such breach, including consequential damages but exclusive of punitive damages;

(c) except as otherwise provided in Section 18.6(c), the Company will not be obligated to pay to the Breaching Member its contributions, capital, or profits, but may, by notice to the Breaching Member within thirty (30) days of the event giving rise to the Member becoming a Breaching Member, elect to make breach payments to the Breaching Member in complete satisfaction of the Breaching Member’s Units (“Breach Payments”), and the Breaching Member will be deemed to have transferred all its Units to the Company as of the date of the event giving rise to the Member becoming a Breaching Member;

(d) if the Company does not elect to make Breach Payments, the Company shall treat the Breaching Member as if such Breaching Member were an unadmitted assignee of the Financial Rights of the Breaching Member pursuant to Section 10.6 and shall make distributions to the Breaching Member only of those amounts otherwise payable with respect to such Financial Rights hereunder;

(e) the Company may apply any distributions otherwise payable with respect to such Financial Rights (including Breach Payments) to satisfy any claims it may have against the Breaching Member;

(f) except to the extent otherwise required under the Alabama LLC Law, the Breaching Member will have no right to any information or accounting of the affairs of the Company, will not be entitled to inspect the books or records of the Company, and will have no voting rights with respect to the Company;

(g) the Breaching Member, if a Class A Member, will continue to be liable to the Company for any unpaid Capital Contributions required hereunder with respect to such Units, which amounts may be offset against any Breach Payments that may be made by the Company.

13.4 Breach Payments. If the Company elects to make Breach Payments, then the Company shall pay the Breach Amount in five (5) equal installments, payable on the first Business Day of the next five (5) consecutive calendar years following the year in which the breach by the Breaching Member occurs, without interest. The “Breach Amount” is seventy-five percent (75%) of the Net Equity of the Breaching Member’s Units as of the last day of the calendar month preceding the calendar month during which the breach occurred, computed in accordance with Section 13.5, less any Company distributions to the Breaching Member after such day. The Breach Amount as so determined is final and binding on the Company and the Breaching Member. The Company may, at its sole election, prepay all or any portion of the Breach Payments at any time without penalty.

13.5 **Net Equity.** The “Net Equity” of a Member’s Units, as of any day, is the amount that would be distributed to such Member in liquidation of the Company pursuant to Section 15.2 as if (a) the Gross Asset Values of Company assets were adjusted as set forth in paragraph (b) of the definition of Gross Asset Value, (b) all of the Company’s assets were sold for their Gross Asset Values, as so adjusted, (c) the Company paid its accrued, but unpaid, liabilities and established reserves pursuant to Section 15.2 for the payment of reasonably anticipated contingent or unknown liabilities, and (d) the Company distributed the remaining proceeds to the Members in liquidation, all as of such day.

The Net Equity of a Member’s Units must be determined, without audit or certification, from the books and records of the Company by the accounting firm regularly employed by the Company, or if an accounting firm is not regularly employed by the Company, by a firm employed specifically for such purpose, and the amount of such Net Equity must be disclosed to the Company and each of the Members by written notice. The Net Equity determination of such accountants is final and binding in the absence of a showing of gross negligence or willful misconduct.

ARTICLE 14 INDEMNIFICATION

14.1 **Authority to Indemnify.** The Company shall indemnify an individual made a party to a pending, threatened or completed claim, action, demand, lawsuit, arbitration, investigation or other proceeding (collectively a “Proceeding”), because such individual is or was a Responsible Person, against all fees, costs, expenses, damages, obligations and liabilities actually incurred by the Responsible Person in connection with the Proceeding if such Responsible Person satisfies the following standard of conduct:

(a) the Responsible Person’s conduct was in good faith and the Responsible Person reasonably believed (i) in the case of conduct in the Responsible Person’s official capacity with the Company, that his, her, or its conduct was in the best interest of the Company and (ii) in all other cases, that his, her, or its conduct was in the Company’s best interest;

(b) in the case of any criminal proceeding, the Responsible Person had no reasonable cause to believe his conduct was unlawful; or

(c) in the case of the Responsible Person’s conduct with respect to an employee benefit plan, the Responsible Person reasonably believed that his conduct was in the best interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent may not be, of itself, determinative that the Responsible Person did not satisfy the foregoing standard of conduct.

14.2 **Limitations on Authority to Indemnify.** Notwithstanding Section 14.1, the Company shall not indemnify a Responsible Person (i) in connection with a Proceeding by or in the right of the Company in which the Responsible Person was adjudged liable to the Company, and (ii) in connection with any other Proceeding charging improper personal benefit to such Responsible Person, whether or not involving action in the Responsible Person’s official capacity, in which

the Responsible Person was adjudged liable on the basis that personal benefit was improperly received by such Responsible Person.

14.3 Determination and Authorization of Indemnification. The Company shall not indemnify a Responsible Person under Section 14.1 unless authorized in the specific case after a determination has been made that indemnification of the Responsible Person is permissible in the circumstances because the Responsible Person has satisfied the standard of conduct set forth in Section 14.1. The determination must be made by the Board and individuals who are not at the time parties to the Proceeding.

14.4 Mandatory Indemnification. The Company shall indemnify a Responsible Person who is or was wholly successful, on the merits or otherwise, in the defense of any Proceeding to which such Responsible Person was a party because he is or was a Responsible Person of the Company against reasonable expenses incurred in connection with the Proceeding.

14.5 Advances for Expenses. The Company may elect to pay for or reimburse the reasonable expenses of a Responsible Person who is a party to a Proceeding in advance of final disposition of the Proceeding if: (a) the Responsible Person furnishes to the Company a written affirmation of such Responsible Person's good faith belief that he, she or it has satisfied the standard of conduct set forth above; (b) the Responsible Person furnishes to the Company a written undertaking (which must be an unlimited general obligation of the Responsible Person but need not be secured and may be accepted by the Company without reference to financial ability to repay), executed personally on such Responsible Person's behalf, to repay the advance if it is ultimately determined that such Responsible Person is not entitled to indemnification; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification hereunder.

14.6 Defense of Proceedings. If the Company is indemnifying or advancing expenses to a Responsible Person under this Article 14, the Company may at any time elect to assume the defense of the Responsible Person with respect to the Proceeding and shall not be obligated to furnish separate counsel to the Responsible Person in any Proceeding in which the Company and the Responsible Person are joined unless the Responsible Person and Company agree that there may be a conflict of interest between the Responsible Person and the Company. The Company shall exercise its right of election to assume such defense by providing the Responsible Person written notice of the same, and thereafter the Company shall not be liable for any fees, costs and expenses incurred by the Responsible Person with respect to the defense of the Proceeding except in cases where separate representation is required as set forth above. Further, if the Company is indemnifying or advancing expenses to a Responsible Person pursuant to this Article 14, the Responsible Person may not settle any Proceeding without the approval of the Company, which approval will not unreasonably withheld or delayed.

14.7 Insurance. The Company may purchase and maintain insurance on behalf of an individual who is or was a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company or who, while a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company, is or was serving at the request of the Company as a Responsible Person, Manager, officer, employee, independent contractor, agent, member, partner, or trustee of another foreign or domestic limited liability company,

corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company, whether or not the Company would have the power to indemnify such individual against the same liability as provided in above.

14.8 **Non-Exclusive Right.** The indemnification and advancement of expenses granted pursuant to, or provided hereunder is not exclusive of any other rights to which a Responsible Person seeking indemnification or advancement of expenses may be entitled, whether contained herein, in the Certificate, the Alabama LLC Law, in a resolution of the Members or Board, or an agreement providing for such indemnification; provided, however, that no indemnification may be made to or on behalf of any Responsible Person if a judgment or other final adjudication adverse to the Responsible Person establishes his, her, or its liability: (a) for any breach of duty of loyalty to the Company or Members; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) for any liability for wrongful distributions incurred under the Act. This Section 14.8 does not limit the Company's power to pay or reimburse expenses incurred by a Responsible Person in connection with his appearance as a witness in a Proceeding at a time when he has not been named defendant or respondent to the Proceeding.

ARTICLE 15 DISSOLUTION AND WINDING UP

15.1 **Liquidating Events.** The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- (a) The Majority Vote of the Members to dissolve, wind up, and liquidate the Company;
- (b) The occurrence of an event of dissolution under the Alabama LLC Law; or
- (c) The happening of any event that makes it unlawful or impossible to carry on the business of the Company.

15.2 **Winding Up.** Upon the occurrence of a Liquidating Event, the Company shall continue its existence solely for the purpose of winding up its affairs and activities in an orderly manner and in accordance with the Alabama LLC Law, including, without limitation, liquidating its assets and satisfying the claims of its creditors and Members, and no Member or Manager shall take any action that is inconsistent with, or not necessary to or appropriate for, winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement will continue in full force and effect until such time as the Company's property has been distributed pursuant to this Section 15.2 and the Company has terminated. The Board (or any Person elected for this purpose by the Members) shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the Company's liabilities and property, shall cause (to the extent feasible or advisable) the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and, except as may otherwise be required by the Alabama LLC Law, shall cause the

property and/or the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

(a) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation;

(b) Second, to the establishment of and additions to reserves that are determined by the Board, in its sole discretion, to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company;

(c) Third, to the Class A Members pro rata in accordance with their respective unreturned Capital Contributions, until distributions equal the aggregate amount of Capital Contributions made by the Class A Members in respect of their Class A Units;

(d) Fourth, to the Members in accordance with the positive balances of their respective Capital Accounts (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which such liquidation occurs), in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations; and

(e) Fifth, to the Members pro rata in proportion to each Member's Percentage Interest in Financial Rights.

15.3 Deficit Capital Accounts; Additional Liquidation Procedures. If any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions, and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs) such Member shall have no obligation to make any contribution to the capital of the Company or to any other Person for any purpose whatsoever. With the approval of a Majority Vote of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 15.2 above may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 15.2 above; or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

15.4 Deemed Contribution and Distribution. Notwithstanding any other provision of this Article 15, in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Company shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have contributed its property in

kind to a new company, and immediately thereafter, the Members shall be deemed to have distributed the Units in the new company to the Members of the terminated Company, all in accordance with the Member's respective Percentage Interests in the terminated Company.

15.5 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contributions and has no right or power to demand or receive property other than cash from the Company for such capital contributions. No Member has priority over any other Member as to the return of such Member's Capital Contributions, the distribution of cash or other property, or the allocation of profits unless otherwise provided in this Agreement.

ARTICLE 16 CONVERSION INTO CORPORATE FORM

16.1 Conversion to Corporate Form. If the Board determines that it would be advisable for the Company to convert or reorganize into the corporate form of organization, the Board shall, on behalf of the Company, formulate a plan of conversion or reorganization (the "Reorganization Plan") to effectuate such conversion. If the Members approve such Reorganization Plan by Majority Vote of the Members, then subject to this Article 16, each Member shall take whatever reasonable action is required under such Reorganization Plan to effect the transactions contemplated therein. Except as otherwise provided in a duly approved Reorganization Plan, in such conversion, each holder of Units shall receive, with respect to such Units, stock of the successor corporation having:

- (a) a right to receive a fully-diluted percentage of stock sale proceeds, dividends and other distributions (including on liquidation), equivalent to the fully-diluted Percentage Interest represented by such holder's Units immediately prior to the conversion;
- (b) relative voting rights equivalent to those of such Units;
- (c) the same restrictions on transfer as were applicable to such Units prior to the conversion;
- (d) the same vesting, forfeiture and repurchase restrictions as were applicable to such Units prior to the conversion;
- (e) the same preferences as were applicable to such Units prior to the conversion; and
- (f) any other rights or restrictions as were applicable to such Units prior to the conversion.

16.2 Enforceability of Limited Liability Company Agreement after Conversion. After any such conversion to a corporate form of organization, only Article 14 ("Indemnification") of this Agreement shall continue to apply to the Responsible Persons who are no longer Responsible Persons after the Reorganization Plan is consummated.

ARTICLE 17
INTELLECTUAL PROPERTY OWNERSHIP

17.1 **General Intellectual Property Ownership.** Each Class A Member agrees to assign to the Company such Class A Member's right, title, and interest in or to Intellectual Property conceived or made by such Class A Member, or its employees, directors, officers, shareholders, members, or independent contractors, whether alone or in conjunction with others, while a Class A Member, and which either (i) involves or is reasonably related to the Company or its Affiliates, the Company or its Affiliates' business, or the Company or its Affiliates' actual or demonstrably anticipated business; or (ii) incorporates or is based on, in whole or in part, any information of the Company or its Affiliates that is subject to the confidentiality obligations in Section 20.13.

17.2 **Ownership in Copyrights.** Each Class A Member agrees that any and all writings and other works of authorship prepared for the Company or its Affiliates, whether copyrightable or not, in any jurisdiction, and any and all copyright rights, whether registered or not, any registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof created during the term of this Agreement, including the techniques, designs, ideas and know-how embodied within the same and derivatives of any of the same, whether in written form or in any tangible medium of expression or any work which is eligible for copyright protection in the United States or elsewhere, shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, each Class A Member hereby assigns all right, title, and interest in the copyright in such work, and all extensions and renewals thereof, to the Company and agrees to provide all assistance reasonably requested by the Company in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Company's expense but without any additional compensation to the Class A Member. Each Class A Member agrees to waive any and all rights relating to the works developed or produced, including without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modification.

ARTICLE 18
REPRESENTATIONS OF MEMBERS

18.1 **In General.** As of the Effective Date, each Member hereby makes each of the representations and warranties applicable to such Member as set forth in this Article 18, and such representations and warranties shall survive the execution of this Agreement. Said warranties and representations shall also be made by and shall be binding upon each Persons admitted as a Member at any time after the Effective Date.

18.2 **Power to Execute Agreement.** Each Member hereby represents and warrants that if such Member is an entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization and that it has full organizational power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Member represents and warrants further that it is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its

ability to perform its obligations hereunder. Each Member hereby represents that it has the individual or organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, if such Member is an entity, the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or organization action. Each Member hereby represents and warrants that this Agreement constitutes the legal, valid, and binding obligation of such Member.

18.3 No Conflicts; No Default. Each Member hereby represents and warrants that neither the execution, delivery or performance of this Agreement nor the consummation by such Member of the transactions contemplated hereby: (i) will conflict with, violate, result in a breach of, or constitute a default under any of the terms and conditions, or provisions of the governing documents of such Member, if such Member is an entity, or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of its material properties or assets is subject, (ii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interest or rights, or require any consent, authorization or approval upon any indenture, mortgage, lease agreement, or instrument to which such Member is a party or by which such Member is or may be bound, or (iii) will result in the creation or imposition of any lien upon any of the material properties or assets of such Member.

18.4 Governmental Authorizations. Each Member hereby represents and warrants that any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance, and performance by such Member under this Agreement or the consummation by such Member of any transaction contemplated hereby has been completed, made or obtained on or before the Effective Date.

18.5 Litigation. Each Member hereby represents and warrants that there are no actions, suits, proceedings or investigations pending or, to the knowledge of such Member, threatened against or affecting such Member or any of their properties, assets, or businesses in any court or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitration which would, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined) could reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member; and such Member has not received any currently effective notice of any default, and such Member is not in default under any applicable order, writ, injunction, decree, permit, determination, or award of any court or of any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member.

18.6 Compliance with Applicable Laws and Regulations.

(a) For so long as a Member is a Member of the Company, each Member agrees to abide by all of the laws, rules, and regulations of the State of Alabama applicable to such

Member because of the operation of the Company as a medical cannabis facility as such term is defined in the Compassion Act, including, but not limited to, such regulations pertaining to the Company's ability to obtain and maintain all necessary permits and licenses to operate a medical cannabis facility. Each Member hereby consents from time to time to submit to a criminal background check for such Member's present and future officers, directors, shareholders, members, managers, partners, and/or owners an economic interest in the Company if such background check is required by the Compassion Act, Applicable Law, or otherwise by the State of Alabama. The same shall apply to any upstream entities and natural persons who are officers, directors, shareholders, members, managers, partners, and/or owners of an economic interest as may be required under the Compassion Act, Applicable Law, or otherwise by the State of Alabama.

(b) One or more Members may develop certain property in Alabama as necessary to allow the Company to legally conduct its business as a medical cannabis facility under the Compassion Act and Applicable Law. As a result, such Member or Members may become subject to certain governmental authorities, including, without limitation, the Alabama Medical Cannabis Commission, the Alabama Department of Agriculture and Industries, and the Alabama Department of Revenue (collectively, the "Governmental Authorities") in connection with the use and operation of the property for the medical cannabis facility's activities. Each such Member has a duty to cooperate with the Governmental Authorities and to promptly provide the Governmental Authorities with all documents and information requested by the Governmental Authorities in connection with the use and operation of such property for such purpose.

(c) If at any time a Member, or any one or more of a Member's officers, directors, shareholders, members, managers, partners, and/or owners an economic interest becomes non-compliant with the laws and regulations identified in Section 18.6(a) or 18.6(b) and is unable to cure such non-compliance in the time period that is provided by the regulatory body that has found such non-compliance, the non-compliant Member shall (i) be considered a Breaching Member, (ii) immediately cease to be a Member of the Company and (iii) such Member's Units shall be redeemed by the Company for the lesser of the Fair Market Value of such Units or the aggregate Capital Contributions of the Member made up to the date of such non-compliance.

18.7 **Investment Representations.**

(a) The undersigned Members acknowledge (i) that the Units evidenced by this Agreement have not been registered under the Securities Act of 1933, the Alabama securities laws or the securities laws of any other state (the "Securities Acts") because the Company is issuing these Units in reliance upon the exemptions from the registrations requirements of the Securities Acts providing for issuance of securities not involving a public offering, (ii) that the Company has relied upon the fact that the Units are to be held by each Member for investment, and (iii) that exemption from registrations under the Securities Acts would not be available if the Units were acquired by a Member with a view to distribution.

(b) Accordingly, each Member hereby represents and warrants to the Company that such Member is acquiring the Units for such Member's own account for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any of portion of such Member's Units unless there is an effective registration, other

qualification or exemption relating thereto under the Securities Act of 1933 and under any applicable state securities laws. With respect to any Transfer of a Units in reliance on an exemption, the Company may, in its sole discretion, require the holder of such Units to deliver to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member acknowledges that the Company is under no obligation to register such Member's Units or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of the Units. Furthermore, each Member realizes that such Units is unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "Affiliate" of the Company and the Units have been beneficially owned and fully paid for by such Member for at least three (3) years.

(c) Prior to acquiring the Units in the Company, each Member has made an investigation of the Company and its business and has had made available to each such Member all information with respect thereto which such Member needed to make an informed decision to acquire the Units. Each Member considers himself or itself to be a Person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Units, that such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time, and such Member has had a full opportunity to ask questions and receive answers concerning the investment in the Company and has had full access to such other information concerning the Company as such Member has requested.

ARTICLE 19 POWER OF ATTORNEY

19.1 Appointment of Attorney-In-Fact.

(a) Each Member, by executing, joining, and/or agreeing to be bound by this Agreement, irrevocably constitutes and appoints the Company, through its President, Secretary or such other officer as the Board may designate, as the Member's agent and true and lawful attorney-in-fact with full power and authority in such Member's name, place, and stead to execute, acknowledge, deliver, swear to, file, and/or record (at the appropriate public offices) such documents as may be necessary or appropriate to carry out the provisions of this Agreement, including, but not limited to, all certificates and other instruments, including the Certificate and counterparts of this Agreement, and any amendment or restatement thereof, which the Board deems appropriate to form, qualify, or continue the Company as a limited liability company in the jurisdictions in which the Company may conduct business or in which such formation, qualification or continuation is, in the opinion of the Board, necessary or desirable; all amendments to the Certificate; all amendments to this Agreement adopted in accordance with Section 20.2; all instruments which the Board deems appropriate to reflect a change or modification of the Company in accordance with the terms of this Agreement; any Drag-along Sale or Tag-along Sale; and all conveyances and other instruments which the Board deems appropriate to reflect the dissolution and termination of the Company.

(b) The foregoing appointment shall be deemed to be a power coupled with an interest, in recognition of the fact that each of the Members under this Agreement will be relying upon the power of the Company and the Board to act as contemplated by this Agreement in any filing and other action by or on behalf of the Company, and shall survive the Bankruptcy, death, adjudication of incompetence or insanity, or dissolution of any Member and the transfer or assignment of all or any part of the Membership Interest of such Member; provided, however, that in the event of the Transfer by a Member of all of such Member's Membership Interest, the foregoing power of attorney as to the transferor Member shall survive such Transfer only until such time as the transferee shall have been admitted to the Company as a Member, and all required documents and instruments shall have been duly executed, filed, and recorded to effect such substitution.

ARTICLE 20 MISCELLANEOUS

20.1 Title to Company Property. Legal title to all property of the Company will be held and conveyed in the name of the Company.

20.2 Amendments. The Certificate of Formation this Agreement may only be amended upon the Majority Vote of the Class A Members.

20.3 Waiver of Action for Dissenter's Rights. Each Member irrevocably waives any right that such Member may have to maintain any action for dissenter's rights or appraisal rights with respect to any merger or consolidation of, or other transaction undertaken by, the Company.

20.4 Activities Outside the Company. Nothing contained in the Agreement shall be construed (i) to constitute any Member as the general agent of any other Member, or (ii) to limit, in any manner, the Members and their respective Affiliates from carrying on or investing in any business or activity; provided however, that no Member nor their respective Affiliates shall carry on or invest in any business or activity which is competitive with or otherwise within the line of business of the Company or the Company's subsidiaries in the State of Alabama. Except as limited herein, each Member specifically acknowledges and consents to the right of each other Member and its Affiliates to pursue any investment or participation in any business opportunity, pursuant to this Section 20.4, without first being required to offer the same to the Company for its own benefit. Each Member hereby waives, releases and relinquishes any claim it may have against any other Member and against such Member's Affiliates, under any "partnership opportunity" doctrine or other legal or equitable principal of law arising with respect to or in connection with the pursuit of any business opportunity by any other Member or his Affiliates

20.5 No State Law Partnership. The Members intend that the Company shall not be a partnership or joint venture, and that no Member, Manager or officer shall be a partner or joint venturer of any other Member, or officer, for any purposes other than federal (and, if applicable, state) tax purposes, and this Agreement shall not be construed to the contrary.

20.6 No Third-Party Beneficiaries. The provisions of this Agreement constitute an agreement among the Members only and are not intended to, and do not, create any right or interest on behalf of any person who is not a Member.

20.7 **Notices.** Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and sent by overnight courier, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a hard copy of the telephone conversation or facsimile communication sent by overnight courier, charges prepaid, addressed as follows: if to the Company, to the Company at the address set forth in the preamble, or to such other address as the Company may from time to time specify by notice to the Members; if to a Member, to such Member at the address set forth on Schedule A hereto, or to such other address as such Member may from time to time specify by notice to the Company. Any such notice shall be deemed to be delivered, given, and received as of the date so delivered.

20.8 **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force. Furthermore, there shall be automatically substituted for such invalid, illegal or unenforceable provision a provision as similar thereto as possible that is valid, legal and enforceable.

20.9 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

20.10 **Governing Law; Venue.** The laws of the State of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement shall be exclusively brought in the Circuit Court of Baldwin County, Alabama, or other court of competent jurisdiction sitting in Baldwin County, Alabama, or, subject to jurisdictional requirements, in the United States District Court for the Southern District Alabama, located in Mobile, Alabama. EACH PARTY TO THIS AGREEMENT SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR LATER HAVE TO (I) THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY SUCH COURT, AND (II) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

20.11 **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. EACH MEMBER HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH MEMBER FURTHER WARRANTS AND REPRESENTS

THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

20.12 Counterparts. The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email, or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

20.13 Confidentiality. Each Member acknowledges that it has obtained and will obtain information regarding the Company, which is confidential in nature (including, without limitation, information as to the pricing schedules and policies, customer lists, marketing policies and processes, financial condition, and the like). Each Member agrees that it will not, at any time, disclose any such information to any third party (other than to financing sources, legal counsel, personal accountants or as required by Applicable Law) or intentionally use any such information in a manner, which would be detrimental to the Company. In the event of the withdrawal of any Member, for any reason whatsoever, the restrictions on such Member's use of all such information herein described will continue in effect, and such party will immediately return to the Company all documents, records, financial data, and the like, and all copies thereof, which it might have obtained from the Company. Any violation of this Section 20.13 by any officer, employee, agent or representative of such Member will constitute a violation of this Section 20.13 by such Member.

20.14 Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

20.15 Interpretations. The language in this Agreement shall be construed in all cases according to its fair meaning and not for or against any Person on the basis of authorship. Each party hereto acknowledges that it could elect to retain legal counsel to review and advise as to the provisions of this Agreement, that such party has entered into this Agreement of its own volition, without duress, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

20.16 **Waivers.** The parties can waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

20.17 **Time is of the Essence.** Time is of the essence of this Agreement.

20.18 **Disclosure and Waiver of Conflicts.** In connection with the preparation of this Agreement, the Members acknowledge and agree that: (i) the attorney that prepared this Agreement (“Attorney”) acted as legal counsel to the Company; (ii) the Members have been advised by the Attorney that the interests of the Members may be opposed to each other and may be opposed to the interests of the Company and, accordingly, the Attorney’s representation of the Company may not be in the best interests of the Members; and (iii) each of the Members has been advised by the Attorney to retain separate legal counsel. Notwithstanding the foregoing, the Members (i) desire the Attorney to represent the Company; (ii) acknowledge that they have been advised to retain separate counsel and have either exercised that right or waived their right to do so; and (iii) jointly and severally forever waive any claim that the Attorney’s representation of the Company constitutes a conflict of interest.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and the Members have executed this Agreement as of the date first set forth above.

COMPANY:

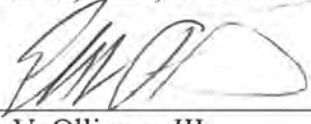
FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company

By: 

Ellis V. Ollinger, III
As its President

MEMBER:

FW CANNA, LLC, an Alabama limited liability company

By: 

Ellis V. Ollinger, III
As its President

SCHEDULE A

This is SCHEDULE A to the LIMITED LIABILITY COMPANY AGREEMENT of FLOWERWOOD MEDICAL CANNABIS, LLC dated November 8, 2022. This SCHEDULE A is dated December 1, 2022, and supersedes every prior SCHEDULE A to this Agreement.

MEMBERS SCHEDULE

Dated 12/1/2022

Class A Members	Initial Capital Contribution	Class A Units	Percentage Interest in Governance Rights	Percentage Interest in Financial Rights	Date of Admission
FW Canna, LLC Ellis V. Ollinger, III, President 15315 Kelly Road Loxley, AL 36551 ollinger@flowerwood.com	\$100.00	1,000	100%	92%	11/8/2022
TOTAL	\$100.00	1,000	100%	92%	

Class B Members	Initial Capital Contribution	Class B Units	Percentage Interest in Governance Rights	Percentage Interest in Financial Rights	Date of Admission
Gregory L. Goldston 351 Clearwater Drive Ponte Vedra Beach, FL 32082 glgoldston@icloud.com	\$0	22	0%	2%	12/1/2022
Joseph E. Delia 755 Stoney Creek Lane Ballwin, MO 63021 joe.delia@uscanna.com	\$0	22	0%	2%	12/1/2022
John W. Curtis 34 Lemp Road St. Louis, MO 63122 jcurtis.rcc@gmail.com	\$0	22	0%	2%	12/1/2022
Mark Hartwig 1470 Chestnut Place Boulder, CO 80304 mark.nfuzed@gmail.com	\$0	22	0%	2%	12/1/2022
TOTAL	\$100.00	88	100%	8%	

SCHEDULE B

This is SCHEDULE B to the LIMITED LIABILITY COMPANY AGREEMENT of FLOWERWOOD MEDICAL CANNABIS, LLC dated November 8, 2022. This SCHEDULE B is dated November 8, 2022, and supersedes every prior SCHEDULE B to this Agreement.

OFFICERS AND PARTNERSHIP REPRESENTATIVE

President: Ellis V. Ollinger, III

Treasurer: Kevin C. Northrop

Secretary: Leah P. Ladd

Partnership Representative: Ellis V. Ollinger, III

SCHEDULE C

This is SCHEDULE C to the LIMITED LIABILITY COMPANY AGREEMENT of FLOWERWOOD MEDICAL CANNABIS, LLC dated November 8, 2022. This SCHEDULE C is dated November 8, 2022, and supersedes every prior SCHEDULE C to this Agreement.

MANAGERS SCHEDULE

Ellis V. Ollinger, III
15315 Kelly Road
Loxley, AL 36551
ollinger@flowerwood.com

Gregory L. Smith, Jr.
15315 Kelly Road
Loxley, AL 36551
gls@flowerwood.com

Christina Woerner McInnis
5606 East Oakridge Drive
Orange Beach, AL 36561
cmcinnis@woerner.com

Kevin C. Northrop
17325 County Road 68
Loxley, AL 36551
kevin@plantdevelopment.com

Leah P. Ladd
15315 Kelly Road
Loxley, AL 36551
lladd@flowerwood.com

APPENDIX 1

This is APPENDIX 1 to the LIABILITY COMPANY AGREEMENT of FLOWERWOOD MEDICAL CANNABIS, LLC dated November 8, 2022. This APPENDIX 1 is dated November 8, 2022, and supersedes every prior APPENDIX 1 to this Agreement.

TAX AND CAPITAL ACCOUNTING PROVISIONS

1. Definitions

(a) Adjusted Capital Account Deficit. “Adjusted Capital Account Deficit” means the deficit balance, if any, in such Member’s Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 0.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 0.704-1(b)(2)(ii)(d)(6) of the Regulations.

(b) Code. “Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of future laws.

(c) Company Minimum Gain. “Company Minimum Gain” has the meaning ascribed to “partnership minimum gain” in Sections 1.704-2(b)(2) and 0.704-2(d) of the Regulations.

(d) Depreciation. “Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation is the amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation must be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

(e) Member Nonrecourse Debt. “Member Nonrecourse Debt” has the meaning ascribed to partner nonrecourse debt in Section 1.704-2(b)(4) of the Regulations.

(f) Member Nonrecourse Debt Minimum Gain. “Member Nonrecourse Debt

Minimum Gain” means an amount with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(g) Member Nonrecourse Deductions. “Member Nonrecourse Deductions” has the meaning ascribed to partner nonrecourse deductions as set forth in Sections 1.704-2(i)(1) and 0.704-2(i)(2) of the Regulations.

(h) Nonrecourse Deductions. “Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(i) Nonrecourse Liability. “Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(j) Regulations. “Regulations” means the Treasury regulations promulgated under the Code.

2. Adjustments to Profits and Losses.

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition must be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition must be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment must be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes must be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such year or other period computed in accordance with the definition of Depreciation herein;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a

result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this definition, any items which are specifically allocated pursuant to Sections 3 or 4 shall not be taken into account in computing Profits or Losses.

3. Capital Accounts.

(a) Each Member's Capital Account shall be increased by (i) the amount of any Capital Contributions to the Company; (ii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member as determined under Section 752 of the Code; and (iii) the amount of any Profits allocated to such member pursuant to this Agreement and any items in the nature of income or gain that are specially allocated pursuant to Articles 4 or 5.

(b) Each Member's Capital Account shall be reduced by (i) the amount of any cash distributed to such Member from the Company; (ii) the Gross Asset Value of any property distributed from the Company to such Member; (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company as determined under Section 752 of the Code; and (iv) the amount of any Losses allocated to such Member pursuant to this Agreement and any items in the nature of loss or deduction that are specially allocated pursuant to Sections 3 or 4.

(c) No Member shall be under any obligation to make a contribution to restore a negative balance in such Member's Capital Account.

(d) The foregoing provisions relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b)(2)(iv), and (to the extent possible) shall be interpreted and applied in a manner consistent with such Regulation. If the Members determine that it is necessary or appropriate to modify the manner in which Capital Accounts are computed in order to (i) comply with applicable Regulations, (ii) select any options available thereunder not otherwise specified in this Agreement (including an election under Regulations Section 1.704-1(b)(2)(iv)(f) to adjust the "book values" of the Company's assets and Capital Accounts), or (iii) make adjustments that the Members deem equitable or practicable and consistent with the Members' economic interests in the Company, then the Members may make such modification or adjustment or select such option, provided that such action is not likely to have a material adverse effect on any Member.

(e) In the event that all or a portion of any Units is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the appropriate portion of the Capital Account of the transferring Member.

4. Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Appendix 1, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year, (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 0.704-2(j)(2) of the Regulations. This paragraph (a) is intended to comply with the minimum gain chargeback requirement in such Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Appendix 1, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations § 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 0.704-2(j)(2) of the Regulations. This paragraph (b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. Notwithstanding the above, any Member who unexpectedly receives an adjustment, allocation or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), shall be allocated items of income or gain (including gross income if necessary) in an amount and manner sufficient to eliminate any deficit created in such Member's Capital Account (to the extent it exceeds such Member's obligation to restore such deficit) as quickly as possible, provided that an allocation pursuant to this paragraph (c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Appendix 1 have been tentatively made as if this paragraph (c) were not part of the Agreement. The provisions of this paragraph (c) are intended to comply with the provisions of Regulations Section 1.704-1(b), including any amendments or successive regulations thereto and shall be so interpreted.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and

0.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this paragraph (d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Appendix 1 have been made as if paragraph (c) hereof and this paragraph (d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated among the Members in proportion to their Percentage Interests representing Financial Rights.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(g) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code § 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of such Member's Units, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Percentage Interests representing Financial Rights in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Allocations Relating to Taxable Issuance of Units. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of a Units to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

5. Curative Allocations. The allocations set forth in Sections 4(a) through 4(g) and Article 5 of this Appendix 1 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5. Therefore, notwithstanding any other provision of this Appendix 1 (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to

Sections 2 and 4(h). In exercising their discretion under this paragraph the Members shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

6. Loss Limitation. Losses allocated pursuant to Article 2 of this Appendix 1 shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Article 2 of this Appendix 1, the limitation set forth in this paragraph shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

7. Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss or deduction shall be allocated to the Members pursuant to this Appendix 1 as of the last day of each Fiscal Year, provided, however, Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of Company assets are adjusted pursuant to paragraph (b) of the definition of Gross Asset Value.

(b) The Members are aware of the income tax consequences of the allocations made by this Appendix 1 and hereby agree to be bound by the provisions of this Appendix 1 in reporting their shares of Company income and loss for income tax purposes.

(c) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Regulations thereunder.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company profits are in proportion to their Percentage Interests representing Financial Rights.

(e) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Members shall endeavor not to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt.

8. Tax Allocations; Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in

accordance with paragraph (a) of the definition of Gross Asset Value hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) of the definition of Gross Asset Value hereof, subsequent allocations of income, gain, loss, and deductions with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in any manner under Code Section 704(c) and the Regulations thereunder as determined by the Members.

Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this paragraph are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of the Agreement.

THE SECURITIES ISSUED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND PURSUANT TO THE FLOWERWOOD MEDICAL CANNABIS, LLC AGREEMENT, AS AMENDED AND/OR RESTATED. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

CLASS B UNIT GRANT AGREEMENT

This CLASS B UNIT GRANT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2022, by and between FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Company"), and GREGORY L. GOLDSTON, a Florida resident ("Goldston"). The Company and Goldston are referred to herein from time to time individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Company and Goldston have entered into an engagement letter agreement dated November 28, 2022 (the "Engagement Agreement"), pursuant to which, and as consideration for Goldston's performance of his obligations thereunder, the Company agreed to issue to Goldston a 2% profits-only, non-voting, membership interest in the Company.

B. Under the Limited Liability Agreement of the Company dated November 8, 2022 (the "LLC Agreement"), the Company is authorized to issue up to 2,000 Class B Units representing profits-only, non-voting, membership interests in the Company.

C. To fulfill the Company's obligations under the terms of the Engagement Agreement, the Company will issue to Goldston, and Goldston has agreed to accept and acquire, 22 Class B Units in the Company, representing a 2% profits-only, non-voting, membership interest in the Company, and to become a Class B Member of the Company.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof, and intending to be legally bound, the Parties agree as follows:

1. Issuance of the Units.

(a) In consideration of the Engagement Agreement, and subject to paragraph 1(b) hereof, the Company issues to Goldston 22 Class B Units in the Company representing a 2% profits-only, non-voting, membership interest in the Company (the "Units"), and admits Goldston as a Class B Member of the Company. Goldston accepts the Units on the terms and subject to the conditions set forth in this Agreement and subject to the provisions of the LLC Agreement, including the restrictions on transfer set forth therein. The Company agrees that if the Company issues additional ~~Class B~~ Units after the date of this Agreement, the Company will issue to Goldston such number of additional

Class B Units so that the membership interest percentage represented by Goldston's Units remains at 2%.

(b) The Units will issue to Goldston, automatically and without further action on his or the Company's part, and Goldston will acquire such Units and become a Class B Member of the Company, upon Goldston's execution and delivery of the Joinder Agreement and Agreement To Be Bound by the LLC Agreement attached hereto.

2. Representations, Warranties, and Covenants of the Company. The Company hereby represents, warrants, and covenants to Goldston as follows:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of Alabama, has full power and authority to enter into this Agreement and perform its obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) the Company's Certificate of Formation, the LLC Agreement, or any other agreement to which the Company is a party or by which it is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which the Company is bound, or (iii) any federal or state law, rule or regulation applicable to the Company.

(c) Upon issuance, the Units shall be validly issued, fully paid, and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof.

4. Representations, Warranties, Covenants, and Acknowledgements of Goldston. Goldston hereby represents, warrants, covenants, acknowledges, and agrees as follows:

(a) Goldston is a resident of the State of Florida, has full power and authority to enter into this Agreement and perform his obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of Goldston, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by Goldston and the consummation by Goldston of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) any agreement to which Goldston is a party or by which he is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which Goldston is bound, or (iii) any federal or state law, rule or regulation applicable to Goldston.

(c) Goldston is acquiring the Units for investment for his own account, not as a nominee or agent or for the account of any other Person, and not with a view to the sale or distribution of all or any part thereof, and Goldston has no present intention of selling, granting participation in, or otherwise distributing the same.

(d) Goldston acknowledges and agrees that he has received and carefully reviewed the Company's LLC Agreement and has not relied on any representation or information inconsistent with the terms and other information contained in this Agreement, the Engagement Agreement, or the LLC Agreement in connection with the issuance of the Units.

(e) The Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws in reliance upon the exemptions provided by section 4(a)(2) of the Securities Act and/or rule 506(b) of Regulation D, as applicable, promulgated under the Securities Act and applicable state exemptions, respectively. The Company has made no agreements, covenants, or undertakings to register the transfer of the Units under the Securities Act. Neither the Units nor any interest therein may be transferred by Goldston unless such transfer is registered under the Securities Act or an exemption from registration is available, and reliance on any such exemption must be established to the Company's satisfaction, in its sole and absolute discretion.

(f) The Units are subject to restrictions on transfer as set forth in the LLC Agreement, and may only be offered, sold, transferred, pledged, or otherwise disposed of in accordance with the LLC Agreement.

(g) Goldston will make no contribution of capital to the Company in connection with this grant of Units, and, as a result, Goldston's Capital Account balance immediately after the Units are issued to him will be equal to zero.

(h) So long as Goldston hold any Units, at the request of the Company, Goldston will promptly provide such information to the Company in writing relating to Goldston's ownership of the Units as the Company reasonably determines to be necessary or appropriate to comply with the Code or the lawful requirements or demands of any federal, state, local governmental authority.

5. Miscellaneous Provisions.

(a) Capitalized Terms. Capitalized terms not defined in this Agreement have the meaning ascribed to such terms in the LLC Agreement.

(b) Entire Agreement. The recitals to this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein. This Agreement together with the Engagement Agreement and the LLC Agreement contain the entire agreement and understanding of the Parties with respect to the subject matter of such agreements and supersede any and all prior or contemporaneous discussions, negotiations, representations, understandings, covenants, and agreements between the Parties concerning the subject matter of said agreements, express or implied, oral or written, all of which are fully merged into said agreements.

(c) Amendment. This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived only by a written instrument signed by both Parties.

(d) Governing Law; Venue; WAIVER OF JURY TRIAL. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama applicable to agreements made and to be performed entirely within such state. All actions on or under this Agreement shall be brought exclusively in the Circuit Court of Baldwin County, Alabama, or in the

United States District Court for the Southern District of Alabama, subject to jurisdictional requirements. THE PARTIES EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

(e) Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors, assigns and legal representatives.


(f) Severability. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court having proper jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(g) Counterparts. The Parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email, or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates set forth below.

FLOWERWOOD MEDICAL CANNABIS, LLC,
an Alabama limited liability company

By: _____


Ellis V. Ollinger, III
As its President



GREGORY L. GOLDSTON

JOINDER AGREEMENT AND AGREEMENT TO BE BOUND BY
FLOWERWOOD MEDICAL CANNABIS, LLC
LIMITED LIABILITY COMPANY AGREEMENT

By execution and delivery of this Joinder Agreement and Agreement To Be Bound, GREGORY L. GOLDSTON, a resident of the State of Florida ("Goldston"), hereby joins in and agrees to be bound by the terms, provisions, conditions, covenants, and obligations of the Limited Liability Company Agreement of FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Company"), dated November 8, 2022 (the "LLC Agreement"), as a Class B Member of the Company, including, without limitation, the restrictions on transfer set forth in Article 10 of the LLC Agreement, all as fully and to the same extent as if Goldston had originally executed the LLC Agreement as an initial member thereof.

Goldston authorizes this Joinder Agreement and Agreement To Be Bound to be attached to the LLC Agreement and/or counterparts thereof.



GREGORY L. GOLDSTON

Date: 12-8-2022

Address:
351 Clearwater Drive
Ponte Vedra Beach, FL 32082
E-mail: glgoldston@icloud.com

THE SECURITIES ISSUED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND PURSUANT TO THE FLOWERWOOD MEDICAL CANNABIS, LLC AGREEMENT, AS AMENDED AND/OR RESTATED. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

CLASS B UNIT GRANT AGREEMENT

This CLASS B UNIT GRANT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2022, by and between FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Company"), and JOSEPH E. DELIA, a Missouri resident ("Delia"). The Company and Delia are referred to herein from time to time individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Company and Delia have entered into an engagement letter agreement dated November 28, 2022 (the "Engagement Agreement"), pursuant to which, and as consideration for Delia's performance of his obligations thereunder, the Company agreed to issue to Delia a 2% profits-only, non-voting, membership interest in the Company.

B. Under the Limited Liability Agreement of the Company dated November 8, 2022 (the "LLC Agreement"), the Company is authorized to issue up to 2,000 Class B Units representing profits-only, non-voting, membership interests in the Company.

C. To fulfill the Company's obligations under the terms of the Engagement Agreement, the Company will issue to Delia, and Delia has agreed to accept and acquire, 22 Class B Units in the Company, representing a 2% profits-only, non-voting, membership interest in the Company, and to become a Class B Member of the Company.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof, and intending to be legally bound, the Parties agree as follows:

1. Issuance of the Units.

(a) In consideration of the Engagement Agreement, and subject to paragraph 1(b) hereof, the Company issues to Delia 22 Class B Units in the Company representing a 2% profits-only, non-voting, membership interest in the Company (the "Units"), and admits Delia as a Class B Member of the Company. Delia accepts the Units on the terms and subject to the conditions set forth in this Agreement and subject to the provisions of the LLC Agreement, including the restrictions on transfer set forth therein. The Company agrees that if the Company issues additional Units after the date of this Agreement, the Company will issue to Delia such number of additional Class B Units so that the membership interest percentage represented by Delia's Units remains at 2%.

(b) The Units will issue to Delia, automatically and without further action on his or the Company's part, and Delia will acquire such Units and become a Class B Member of the Company, upon Delia's execution and delivery of the Joinder Agreement and Agreement To Be Bound by the LLC Agreement attached hereto.

2. Representations, Warranties, and Covenants of the Company. The Company hereby represents, warrants, and covenants to Delia as follows:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of Alabama, has full power and authority to enter into this Agreement and perform its obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) the Company's Certificate of Formation, the LLC Agreement, or any other agreement to which the Company is a party or by which it is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which the Company is bound, or (iii) any federal or state law, rule or regulation applicable to the Company.

(c) Upon issuance, the Units shall be validly issued, fully paid, and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof.

4. Representations, Warranties, Covenants, and Acknowledgements of Delia. Delia hereby represents, warrants, covenants, acknowledges, and agrees as follows:

(a) Delia is a resident of the State of Missouri, has full power and authority to enter into this Agreement and perform his obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of Delia, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by Delia and the consummation by Delia of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) any agreement to which Delia is a party or by which he is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which Delia is bound, or (iii) any federal or state law, rule or regulation applicable to Delia.

(c) Delia is acquiring the Units for investment for his own account, not as a nominee or agent or for the account of any other Person, and not with a view to the sale or distribution of all or any part thereof, and Delia has no present intention of selling, granting participation in, or otherwise distributing the same.

(d) Delia acknowledges and agrees that he has received and carefully reviewed the Company's LLC Agreement and has not relied on any representation or information inconsistent with the terms and other information contained in this Agreement, the Engagement Agreement, or

the LLC Agreement in connection with the issuance of the Units.

(e) The Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws in reliance upon the exemptions provided by section 4(a)(2) of the Securities Act and/or rule 506(b) of Regulation D, as applicable, promulgated under the Securities Act and applicable state exemptions, respectively. The Company has made no agreements, covenants, or undertakings to register the transfer of the Units under the Securities Act. Neither the Units nor any interest therein may be transferred by Delia unless such transfer is registered under the Securities Act or an exemption from registration is available, and reliance on any such exemption must be established to the Company's satisfaction, in its sole and absolute discretion.

(f) The Units are subject to restrictions on transfer as set forth in the LLC Agreement, and may only be offered, sold, transferred, pledged, or otherwise disposed of in accordance with the LLC Agreement.

(g) Delia will make no contribution of capital to the Company in connection with this grant of Units, and, as a result, Delia's Capital Account balance immediately after the Units are issued to him will be equal to zero.

(h) So long as Delia hold any Units, at the request of the Company, Delia will promptly provide such information to the Company in writing relating to Delia's ownership of the Units as the Company reasonably determines to be necessary or appropriate to comply with the Code or the lawful requirements or demands of any federal, state, local governmental authority.

5. Miscellaneous Provisions.

(a) Capitalized Terms. Capitalized terms not defined in this Agreement have the meaning ascribed to such terms in the LLC Agreement.

(b) Entire Agreement. The recitals to this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein. This Agreement together with the Engagement Agreement and the LLC Agreement contain the entire agreement and understanding of the Parties with respect to the subject matter of such agreements and supersede any and all prior or contemporaneous discussions, negotiations, representations, understandings, covenants, and agreements between the Parties concerning the subject matter of said agreements, express or implied, oral or written, all of which are fully merged into said agreements.

(c) Amendment. This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived only by a written instrument signed by both Parties.

(d) Governing Law; Venue; WAIVER OF JURY TRIAL. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama applicable to agreements made and to be performed entirely within such state. All actions on or under this Agreement shall be brought exclusively in the Circuit Court of Baldwin County, Alabama, or in the United States District Court for the Southern District of Alabama, subject to jurisdictional requirements. THE PARTIES EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED

WITH THIS AGREEMENT.

(e) Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors, assigns and legal representatives.


(f) Severability. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court having proper jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(g) Counterparts. The Parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email, or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates set forth below.

FLOWERWOOD MEDICAL CANNABIS, LLC,
an Alabama limited liability company

By: _____



Ellis V. Ollinger, III
As its President


JOSEPH E. DELIA

JOINDER AGREEMENT AND AGREEMENT TO BE BOUND BY
FLOWERWOOD MEDICAL CANNABIS, LLC
LIMITED LIABILITY COMPANY AGREEMENT

By execution and delivery of this Joinder Agreement and Agreement To Be Bound, JOSEPH E. DELIA, a resident of the State of Missouri ("Delia"), hereby joins in and agrees to be bound by the terms, provisions, conditions, covenants, and obligations of the Limited Liability Company Agreement of FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Company"), dated November 8, 2022 (the "LLC Agreement"), as a Class B Member of the Company, including, without limitation, the restrictions on transfer set forth in Article 10 of the LLC Agreement, all as fully and to the same extent as if Delia had originally executed the LLC Agreement as an initial member thereof.

Delia authorizes this Joinder Agreement and Agreement To Be Bound to be attached to the LLC Agreement and/or counterparts thereof.



JOSEPH E. DELIA
Date: 12/10/2022

Address:
755 Stoney Creek Lane
Ballwin, MO 63021
joe.delia@uscanna.com

THE SECURITIES ISSUED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND PURSUANT TO THE FLOWERWOOD MEDICAL CANNABIS, LLC AGREEMENT, AS AMENDED AND/OR RESTATED. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

CLASS B UNIT GRANT AGREEMENT

This CLASS B UNIT GRANT AGREEMENT (this "Agreement") is made and entered into as of December 1, 2022, by and between FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Company"), and MARK HARTWIG, a Colorado resident ("Hartwig"). The Company and Hartwig are referred to herein from time to time individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Company and Hartwig have entered into an engagement letter agreement dated November 28, 2022 (the "Engagement Agreement"), pursuant to which, and as consideration for Hartwig's performance of his obligations thereunder, the Company agreed to issue to Hartwig a 2% profits-only, non-voting, membership interest in the Company.

B. Under the Limited Liability Agreement of the Company dated November 8, 2022 (the "LLC Agreement"), the Company is authorized to issue up to 2,000 Class B Units representing profits-only, non-voting, membership interests in the Company.

C. To fulfill the Company's obligations under the terms of the Engagement Agreement, the Company will issue to Hartwig, and Hartwig has agreed to accept and acquire, 22 Class B Units in the Company, representing a 2% profits-only, non-voting, membership interest in the Company, and to become a Class B Member of the Company.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof, and intending to be legally bound, the Parties agree as follows:

I. Issuance of the Units.

(a) In consideration of the Engagement Agreement, and subject to paragraph 1(b) hereof, the Company issues to Hartwig 22 Class B Units in the Company representing a 2% profits-only, non-voting, membership interest in the Company (the "Units"), and admits Hartwig as a Class B Member of the Company. Hartwig accepts the Units on the terms and subject to the conditions set forth in this Agreement and subject to the provisions of the LLC Agreement, including the restrictions on transfer set forth therein. The Company agrees that if the Company issues additional Units after the date of this Agreement, the Company will issue to Hartwig such number of additional Class B Units so that the membership interest percentage represented by Hartwig's Units remains at 2%.

(b) The Units will issue to Hartwig, automatically and without further action on his or the Company's part, and Hartwig will acquire such Units and become a Class B Member of the Company, upon Hartwig's execution and delivery of the Joinder Agreement and Agreement To Be Bound by the LLC Agreement attached hereto.

2. Representations, Warranties, and Covenants of the Company. The Company hereby represents, warrants, and covenants to Hartwig as follows:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of Alabama, has full power and authority to enter into this Agreement and perform its obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) the Company's Certificate of Formation, the LLC Agreement, or any other agreement to which the Company is a party or by which it is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which the Company is bound, or (iii) any federal or state law, rule or regulation applicable to the Company.

(c) Upon issuance, the Units shall be validly issued, fully paid, and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof.

4. Representations, Warranties, Covenants, and Acknowledgements of Hartwig. Hartwig hereby represents, warrants, covenants, acknowledges, and agrees as follows:

(a) Hartwig is a resident of the State of Colorado, has full power and authority to enter into this Agreement and perform his obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of Hartwig, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by Hartwig and the consummation by Hartwig of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) any agreement to which Hartwig is a party or by which he is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which Hartwig is bound, or (iii) any federal or state law, rule or regulation applicable to Hartwig.

(c) Hartwig is acquiring the Units for investment for his own account, not as a nominee or agent or for the account of any other Person, and not with a view to the sale or distribution of all or any part thereof, and Hartwig has no present intention of selling, granting participation in, or otherwise distributing the same.

(d) Hartwig acknowledges and agrees that he has received and carefully reviewed the Company's LLC Agreement and has not relied on any representation or information inconsistent with the terms and other information contained in this Agreement, the Engagement Agreement, or

the LLC Agreement in connection with the issuance of the Units.

(e) The Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws in reliance upon the exemptions provided by section 4(a)(2) of the Securities Act and/or rule 506(b) of Regulation D, as applicable, promulgated under the Securities Act and applicable state exemptions, respectively. The Company has made no agreements, covenants, or undertakings to register the transfer of the Units under the Securities Act. Neither the Units nor any interest therein may be transferred by Hartwig unless such transfer is registered under the Securities Act or an exemption from registration is available, and reliance on any such exemption must be established to the Company's satisfaction, in its sole and absolute discretion.

(f) The Units are subject to restrictions on transfer as set forth in the LLC Agreement, and may only be offered, sold, transferred, pledged, or otherwise disposed of in accordance with the LLC Agreement.

(g) Hartwig will make no contribution of capital to the Company in connection with this grant of Units, and, as a result, Hartwig's Capital Account balance immediately after the Units are issued to him will be equal to zero.

(h) So long as Hartwig hold any Units, at the request of the Company, Hartwig will promptly provide such information to the Company in writing relating to Hartwig's ownership of the Units as the Company reasonably determines to be necessary or appropriate to comply with the Code or the lawful requirements or demands of any federal, state, local governmental authority.

5. Miscellaneous Provisions.

(a) Capitalized Terms. Capitalized terms not defined in this Agreement have the meaning ascribed to such terms in the LLC Agreement.

(b) Entire Agreement. The recitals to this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein. This Agreement together with the Engagement Agreement and the LLC Agreement contain the entire agreement and understanding of the Parties with respect to the subject matter of such agreements and supersede any and all prior or contemporaneous discussions, negotiations, representations, understandings, covenants, and agreements between the Parties concerning the subject matter of said agreements, express or implied, oral or written, all of which are fully merged into said agreements.

(c) Amendment. This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived only by a written instrument signed by both Parties.

(d) Governing Law; Venue; WAIVER OF JURY TRIAL. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama applicable to agreements made and to be performed entirely within such state. All actions on or under this Agreement shall be brought exclusively in the Circuit Court of Baldwin County, Alabama, or in the United States District Court for the Southern District of Alabama, subject to jurisdictional requirements. THE PARTIES EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED

WITH THIS AGREEMENT.

(e) Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors, assigns and legal representatives.

(f) Severability. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court having proper jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(g) Counterparts. The Parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email, or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates set forth below.

FLOWERWOOD MEDICAL CANNABIS, LLC,
an Alabama limited liability company

By: 

Ellis V. Ollinger, III
As its President



MARK HARTWIG

JOINDER AGREEMENT AND AGREEMENT TO BE BOUND BY
FLOWERWOOD MEDICAL CANNABIS, LLC
LIMITED LIABILITY COMPANY AGREEMENT

By execution and delivery of this Joinder Agreement and Agreement To Be Bound, MARK HARTWIG, a resident of the State of Colorado ("Hartwig"), hereby joins in and agrees to be bound by the terms, provisions, conditions, covenants, and obligations of the Limited Liability Company Agreement of FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Company"), dated November 8, 2022 (the "LLC Agreement"), as a Class B Member of the Company, including, without limitation, the restrictions on transfer set forth in Article 10 of the LLC Agreement, all as fully and to the same extent as if Hartwig had originally executed the LLC Agreement as an initial member thereof.

Hartwig authorizes this Joinder Agreement and Agreement To Be Bound to be attached to the LLC Agreement and/or counterparts thereof.



MARK HARTWIG

Date: 12-08-2022

Address:

1470 Chestnut Place
Boulder, CO 80304
mark.nfuzed@gmail.com

THE SECURITIES ISSUED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND PURSUANT TO THE FLOWERWOOD MEDICAL CANNABIS, LLC AGREEMENT, AS AMENDED AND/OR RESTATED. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

CLASS B UNIT GRANT AGREEMENT

This CLASS B UNIT GRANT AGREEMENT (this “Agreement”) is made and entered into as of December 1, 2022, by and between FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the “Company”), and JOHN W. CURTIS, a Missouri resident (“Curtis”). The Company and Curtis are referred to herein from time to time individually as a “Party” and collectively as the “Parties”).

RECITALS

A. The Company and Curtis have entered into an engagement letter agreement dated November 28, 2022 (the “Engagement Agreement”), pursuant to which, and as consideration for Curtis’s performance of his obligations thereunder, the Company agreed to issue to Curtis a 2% profits-only, non-voting, membership interest in the Company.

B. Under the Limited Liability Agreement of the Company dated November 8, 2022 (the “LLC Agreement”), the Company is authorized to issue up to 2,000 Class B Units representing profits-only, non-voting, membership interests in the Company.

C. To fulfill the Company’s obligations under the terms of the Engagement Agreement, the Company will issue to Curtis, and Curtis has agreed to accept and acquire, 22 Class B Units in the Company, representing a 2% profits-only, non-voting, membership interest in the Company, and to become a Class B Member of the Company.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties by their execution hereof, and intending to be legally bound, the Parties agree as follows:

1. Issuance of the Units.

(a) In consideration of the Engagement Agreement, and subject to paragraph 1(b) hereof, the Company issues to Curtis 22 Class B Units in the Company representing a 2% profits-only, non-voting, membership interest in the Company (the “Units”), and admits Curtis as a Class B Member of the Company. Curtis accepts the Units on the terms and subject to the conditions set forth in this Agreement and subject to the provisions of the LLC Agreement, including the restrictions on transfer set forth therein. The Company agrees that if the Company issues additional Units after the date of this Agreement, the Company will issue to Curtis such number of additional Class B Units so that the membership interest percentage represented by Curtis’s Units remains at 2%.

(b) The Units will issue to Curtis, automatically and without further action on his or the Company's part, and Curtis will acquire such Units and become a Class B Member of the Company, upon Curtis's execution and delivery of the Joinder Agreement and Agreement To Be Bound by the LLC Agreement attached hereto.

2. Representations, Warranties, and Covenants of the Company. The Company hereby represents, warrants, and covenants to Curtis as follows:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of Alabama, has full power and authority to enter into this Agreement and perform its obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) the Company's Certificate of Formation, the LLC Agreement, or any other agreement to which the Company is a party or by which it is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which the Company is bound, or (iii) any federal or state law, rule or regulation applicable to the Company.

(c) Upon issuance, the Units shall be validly issued, fully paid, and non-assessable and free from all taxes, liens, and charges with respect to the issuance thereof.

4. Representations, Warranties, Covenants, and Acknowledgements of Curtis. Curtis hereby represents, warrants, covenants, acknowledges, and agrees as follows:

(a) Curtis is a resident of the State of Missouri, has full power and authority to enter into this Agreement and perform his obligations hereunder and under the Engagement Agreement, and this Agreement and the Engagement Agreement constitute valid and legally binding obligations of Curtis, enforceable in accordance with their terms.

(b) The execution and delivery of this Agreement by Curtis and the consummation by Curtis of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with (i) any agreement to which Curtis is a party or by which he is bound, (ii) any judgment, decree, order or award of any court, governmental body or arbitrator by which Curtis is bound, or (iii) any federal or state law, rule or regulation applicable to Curtis.

(c) Curtis is acquiring the Units for investment for his own account, not as a nominee or agent or for the account of any other Person, and not with a view to the sale or distribution of all or any part thereof, and Curtis has no present intention of selling, granting participation in, or otherwise distributing the same.

(d) Curtis acknowledges and agrees that he has received and carefully reviewed the Company's LLC Agreement and has not relied on any representation or information inconsistent with the terms and other information contained in this Agreement, the Engagement Agreement, or

the LLC Agreement in connection with the issuance of the Units.

(e) The Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any applicable state securities laws in reliance upon the exemptions provided by section 4(a)(2) of the Securities Act and/or rule 506(b) of Regulation D, as applicable, promulgated under the Securities Act and applicable state exemptions, respectively. The Company has made no agreements, covenants, or undertakings to register the transfer of the Units under the Securities Act. Neither the Units nor any interest therein may be transferred by Curtis unless such transfer is registered under the Securities Act or an exemption from registration is available, and reliance on any such exemption must be established to the Company's satisfaction, in its sole and absolute discretion.

(f) The Units are subject to restrictions on transfer as set forth in the LLC Agreement, and may only be offered, sold, transferred, pledged, or otherwise disposed of in accordance with the LLC Agreement.

(g) Curtis will make no contribution of capital to the Company in connection with this grant of Units, and, as a result, Curtis's Capital Account balance immediately after the Units are issued to him will be equal to zero.

(h) So long as Curtis hold any Units, at the request of the Company, Curtis will promptly provide such information to the Company in writing relating to Curtis's ownership of the Units as the Company reasonably determines to be necessary or appropriate to comply with the Code or the lawful requirements or demands of any federal, state, local governmental authority.

5. Miscellaneous Provisions.

(a) Capitalized Terms. Capitalized terms not defined in this Agreement have the meaning ascribed to such terms in the LLC Agreement.

(b) Entire Agreement. The recitals to this Agreement are incorporated into and made a part of this Agreement as if fully set forth herein. This Agreement together with the Engagement Agreement and the LLC Agreement contain the entire agreement and understanding of the Parties with respect to the subject matter of such agreements and supersede any and all prior or contemporaneous discussions, negotiations, representations, understandings, covenants, and agreements between the Parties concerning the subject matter of said agreements, express or implied, oral or written, all of which are fully merged into said agreements.

(c) Amendment. This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived only by a written instrument signed by both Parties.

(d) Governing Law; Venue; WAIVER OF JURY TRIAL. This Agreement shall be governed and construed in accordance with the laws of the State of Alabama applicable to agreements made and to be performed entirely within such state. All actions on or under this Agreement shall be brought exclusively in the Circuit Court of Baldwin County, Alabama, or in the United States District Court for the Southern District of Alabama, subject to jurisdictional requirements. THE PARTIES EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED

WITH THIS AGREEMENT.

(e) Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors, assigns and legal representatives.

(f) Severability. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court having proper jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect and shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(g) Counterparts. The Parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email, or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates set forth below.

FLOWERWOOD MEDICAL CANNABIS, LLC,
an Alabama limited liability company

By: _____


Ellis V. Ollinger, III
As its President

JOHN W. CURTIS

JOINDER AGREEMENT AND AGREEMENT TO BE BOUND BY
FLOWERWOOD MEDICAL CANNABIS, LLC
LIMITED LIABILITY COMPANY AGREEMENT

By execution and delivery of this Joinder Agreement and Agreement To Be Bound, JOHN W. CURTIS, a resident of the State of Missouri ("Curtis"), hereby joins in and agrees to be bound by the terms, provisions, conditions, covenants, and obligations of the Limited Liability Company Agreement of FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Company"), dated November 8, 2022 (the "LLC Agreement"), as a Class B Member of the Company, including, without limitation, the restrictions on transfer set forth in Article 10 of the LLC Agreement, all as fully and to the same extent as if Curtis had originally executed the LLC Agreement as an initial member thereof.

Curtis authorizes this Joinder Agreement and Agreement To Be Bound to be attached to the LLC Agreement and/or counterparts thereof.



JOHN W. CURTIS
Date: 12-9-22

Address:
34 Lemp Road
St. Louis, MO 63122
jcurtis.rcc@gmail.com

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 09-07-2022

Employer Identification Number:
88-4004146

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at
1-800-829-4933IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

003282.460859.181458.3396 1 MB 0.515 532



FLOWERWOOD MEDICAL CANNABIS LLC
LEAH P LADD SOLE MBR
15315 KELLY RD
LOXLEY AL 36551

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-4004146. This EIN will identify your entity, 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 visit, www.irs.gov/einnotrequested.

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

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and 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 FLOW. You will need to provide this information, along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. If you do not need to write us, do not complete, and return this stub.

Thank you for your cooperation.



003282

Keep this part for your records.

CP 575 G (Rev. 1-2022)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 G

0509908536

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 09-07-2022
EMPLOYER IDENTIFICATION NUMBER: 88-4004146
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

FLOWERWOOD MEDICAL CANNABIS LLC
LEAH P LADD SOLE MBR
15315 KELLY RD
LOXLEY AL 36551



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**

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of FW Canna, LLC, as received and filed in the Office of the Secretary of State on 11/08/2022.



20221206000015854

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.

12/06/2022

Date

A handwritten signature in black ink that reads "John H. Merrill".

John H. Merrill

Secretary of State

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:

FW Canna, 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): Leah P Ladd

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

15315 Kelly Road Loxley, AL 36551

*COUNTY of above address: BALDWIN

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	
001-048-278	DLL
Date	11/08/2022
Time	10:31:00
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 11 / 8 / 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 10 : 29 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).

11 / 8 / 2022
Date (MM/DD/YYYY)

Leah P. Ladd
Signature as required by 10A-5A-2.04

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

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

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:

FW Canna, LLC

This name reservation is for the exclusive use of Leah P. Ladd, 15315 Kelly Road, Loxley, AL 36551 for a period of one year beginning November 08, 2022 and expiring November 08, 2023

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



RES055815

November 08, 2022

Date

John H. Merrill

Secretary of State

**STATEMENT OF ORGANIZER
IN LIEU OF ORGANIZATIONAL MEETING
OF FW CANNA, LLC**
an Alabama limited liability company

The undersigned, being the organizer (the "Organizer") of FW Canna, LLC, an Alabama limited liability company (the "Company"), hereby adopts the following resolutions and takes the following actions for and on behalf of the Company by written consent in lieu of a meeting.

RESOLVED: That the Organizer filed the Certificate of Formation of the Company on November 8, 2022, with the Office of the Alabama Secretary of State, Business Entity Division, and the Company was assigned Entity ID Number 001-048-278. A copy of the Certificate of Formation is attached hereto and is placed in the records of the Company pursuant to *Ala. Code* § 10A-5A-4.09(a)(2).

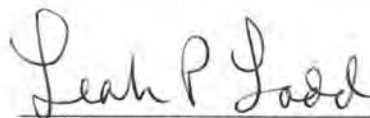
RESOLVED: That in consideration of initial capital contributions paid in cash and other good and valuable consideration, the Company hereby issues to the following entities (the "Members") the following membership interests in the Company:

Members	Initial Capital Contribution	Membership Interest
FMC Group, LLC 15315 Kelly Road Loxley, AL 36551	\$100.00	90%
AL Farms, LLC 5606 East Oakridge Drive Orange Beach, AL 36561	\$0.00	10%
TOTAL	\$100.00	100%

RESOLVED FURTHER that this Statement of Organizer of the Company shall be placed in the records of the Company.

RESOLVED: That the Organizer has fulfilled the Organizer's duties and relinquishes to the Members all further authorities, control, duties, and responsibilities with respect to the Company, and, simultaneously herewith, resigns such office effective this date.

DONE: November 8, 2022.



Leah P. Ladd, Organizer

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:

FW Canna, 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): Leah P Ladd

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

15315 Kelly Road Loxley, AL 36551

***COUNTY** of above address: BALDWIN

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	
001-048-278	DLL
Date	11/08/2022
Time	10:31:00
File	\$100.00
County	\$100.00

Total	\$200.00

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 11 / 8 / 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 10 : 31 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).

11 / 8 / 2022
Date (MM/DD/YYYY)

Leah P. Ladd

Signature as required by 10A-5A-2.04

Organizer

Typed title (organizer or attorney-in-fact)

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

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:

FW Canna, LLC

This name reservation is for the exclusive use of Leah P. Ladd, 15315 Kelly Road, Loxley, AL 36551 for a period of one year beginning November 08, 2022 and expiring November 08, 2023

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



RES055815

November 08, 2022

Date

John H. Merrill

Secretary of State

LIMITED LIABILITY COMPANY AGREEMENT

OF

FW CANNA, LLC

An Alabama Limited Liability Company

Effective as of November 8, 2022

THE UNITS OF MEMBERSHIP INTERESTS AND UNITS CREATED BY THIS LIMITED LIABILITY COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND SUCH OTHER APPLICABLE SECURITIES LAWS PURSUANT TO EFFECTIVE REGISTRATION OR AN EXEMPTION THEREFROM. IN ADDITION, SUCH UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THIS AGREEMENT. ACCORDINGLY, THE HOLDERS OF SUCH UNITS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THEIR RESPECTIVE INVESTMENTS IN SUCH UNITS FOR AN INDEFINITE PERIOD OF TIME.

LIMITED LIABILITY COMPANY AGREEMENT
OF
FW CANNA, LLC
An Alabama Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of FW CANNA, LLC, an Alabama limited liability company (the “Company”), is dated and effective as of November 8, 2022, and is entered into by and among the Company and each of its Members. Any reference in this Agreement to the Members includes such Members’ successors to the extent such successors have become Members in accordance with the provisions of this Agreement.

BACKGROUND

Whereas, the Company was formed by the filing of a Certificate of Formation with the Alabama Secretary of State on November 8, 2022; and

Whereas, the Members wish to enter into this Agreement in order to set forth their binding agreement as to the affairs of the Company, the conduct of its business and certain rights with respect to the relationship among the parties hereto.

Now, therefore, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

In addition to the terms defined in the other sections of this Agreement, the following terms have the following meanings:

1.1 **Acceptance Notice.** “Acceptance Notice” has the meaning set forth in Section 10.3.

1.2 **Additional Capital Contribution.** “Additional Capital Contribution” means a Capital Contribution made by a Member after the date of execution of this Agreement.

1.3 **Affiliate.** “Affiliate” means, with respect to any Person, (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (b) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person, (c) any officer, director, general partner or trustee of such Person, or (d) any Person who is an officer, director, general partner, trustee, or holder of fifty percent (50%) or more of the voting interests of any Person described in clauses (a) through (c) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

1.4 **Agreement.** “Agreement” means this Limited Liability Company Agreement, as amended from time to time.

1.5 **AL Farms.** “AL Farms” means AL Farms, LLC, an Alabama limited liability company.

1.6 **Alabama LLC Law.** “Alabama LLC Law” means the Alabama Limited Liability Company Law, *Ala. Code* §§ 10A-5A-1.01 *et seq.*, as amended, the provisions of Chapter 1 of the Alabama Business and Nonprofit Entity Code, *Ala. Code* §§ 10A-1-1.01 *et seq.*, as amended, and all other provisions of the Alabama Business and Nonprofit Entity Code applicable to limited liability companies, and including all regulations promulgated under any of the foregoing statutes and all binding judicial interpretations thereof.

1.7 **Applicable Law.** “Applicable Law” means as to the Company or its business, operations, or activities, the applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any governmental authority; (b) any consents or approvals of any governmental authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with any governmental authority.

1.8 **Applicable Pro Rata Portion.** “Applicable Pro Rata Portion” means, for purposes of Article 10, a Member’s Pro Rata Portion of any New Securities proposed to be issued or sold by the Company.

1.9 **Bankruptcy.** “Bankruptcy” means, with respect to any Person, a Voluntary Bankruptcy or an Involuntary Bankruptcy.

1.10 **Board.** “Board” means the Board of Managers of the Company.

1.11 **Breach Amount.** “Breach Amount” has the meaning set forth in Section 14.4.

1.12 **Breaching Member.** “Breaching Member” has the meaning set forth in Section 14.3.

1.13 **Budget Act.** “Budget Act” means the Bipartisan Budget Act of 2015, P.L. 114-74.

1.14 **Business Day.** “Business Day” means a day of the year on which banks are not required or authorized to close in Baldwin County, Alabama.

1.15 **Capital Account.** “Capital Account” means, with respect to any Member, the capital account maintained in accordance with Appendix 1 attached hereto.

1.16 **Capital Contribution.** “Capital Contribution” means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Units held by such Member, reduced by any amounts distributed to a Member designated by the Company as being in redemption of all or a portion of a Member’s Units in the Company. A Member’s Capital Contribution is the sum of the Member’s initial Capital Contribution and Additional Capital Contributions, if any.

1.17 **Certificate.** “Certificate” means the Certificate of Formation of the Company, as amended from time to time.

1.18 **Change of Control.** “Change of Control” means: (a) the sale of all or substantially all of

the consolidated assets of the Company to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers.

1.19 **Code.** “Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of future laws.

1.20 **Company.** “Company” means FW Canna, LLC, an Alabama limited liability company, or its successors.

1.21 **Distributions.** “Distributions” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; or (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units. “Distribute” when used as a verb shall have a correlative meaning.

1.22 **Drag-along Sale.** “Drag-along Sale” has the meaning set forth in Section 12.1.

1.23 **Drag-along Member.** “Drag-along Member” has the meaning set forth in Section 12.1.

1.24 **Drag-along Notice.** “Drag-along Notice” has the meaning set forth in Section 12.3.

1.25 **Dragging Member.** “Dragging Member” has the meaning set forth in Section 12.1.

1.26 **Estimated Tax Amount.** “Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s annual tax amount calculated at the highest combined state and federal marginal income tax rate.

1.27 **Exercise Period.** “Exercise Period” has the meaning set forth in Section 10.3.

1.28 **Exercising Member.** “Exercising Member” has the meaning set forth in Section 10.4.

1.29 **Fair Market Value.** “Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

1.30 **Financial Rights.** “Financial Rights” means the right to share in Profits and Losses and to receive interim and liquidation distributions from the Company as provided herein.

1.31 **Fiscal Year.** “Fiscal Year” means (a) the period commencing on the effective date of this Agreement and ending on December 31, (b) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (c) any portion of the period described in clause (b) for which the Company is required to allocate Profits, Losses, and other items of

Company income, gain, loss, or deduction pursuant to this Agreement.

1.32 **FMC Group.** “FMC Group” means FMC Group, LLC, an Alabama limited liability company.

1.33 **FPAA Notice.** “FPAA Notice” means a notice of final partnership administrative adjustment from the Internal Revenue Service.

1.34 **Fully Diluted Basis.** “Fully Diluted Basis” means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series.

1.35 **Fully Participating Tag-along Member.** “Fully Participating Tag-along Member” has the meaning set forth in Section 13.5(a).

1.36 **Governance Rights.** “Governance Rights” means all of each Member’s rights as a member in the Company other than Financial Rights and the right to assign such Financial Rights.

1.37 **Gross Asset Value.** “Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset, as determined by the Board;

(b) The Gross Asset Values of all Company assets must be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition of additional Units by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member as consideration for Units of Membership Interest; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to (i) and (ii) above are to be made only if the Board reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

(c) The Gross Asset Value of any Company asset distributed to any Member must be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board; and

(d) The Gross Asset Values of Company assets must be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Paragraph 2 of Appendix I; provided, however, that Gross Asset Values will not be adjusted pursuant to this paragraph (d) to the extent the Board determine that an adjustment pursuant to paragraph (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to

paragraphs (a), (b), or (d) hereof, such Gross Asset Value must thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.38 Incapacitated; Incapacity. “Incapacitated” and “Incapacity” mean, with respect to a natural person, (i) such person has been certified in writing by a primary physician attending to such person’s care to be unable, because of illness, condition, or injury, to responsibly manage such person’s property or responsibly conduct such person’s business, financial, or other affairs; (ii) such person has been declared by a court of competent jurisdiction to be temporarily or permanently impaired by reason of mental illness, mental deficiency, physical illness or disability, physical or mental infirmities accompanying advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent of lacking sufficient understanding or capacity to make or communicate responsible decisions or engage in responsible actions; or (iii) such person cannot be located, and no Member has been able to obtain a responsive communication from such person for a consecutive period of sixty (60) days following diligent attempts to contact such person by means of personal contact, telephone, e-mail, text message, U.S. mail, or nationally recognized overnight delivery service.

1.39 Intellectual Property. “Intellectual Property” means all intellectual property rights and industrial rights of any type or nature, however denominated, throughout the world, including, without limitation, rights in (a) inventions and discoveries, whether patentable or not, in any jurisdiction, patents, applications for patents (including, without limitation, divisions, continuations, continuations-in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; (b) trademarks, service marks, brand names, certification marks, trade dress, domain names and other indications or origin, the goodwill associated with the foregoing, all common law rights thereto, and registrations in any jurisdiction of, or applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (c) trade secrets; and (d) database rights, design rights and mask works.

1.40 Involuntary Bankruptcy. “Involuntary Bankruptcy” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the property of such Person which order shall not be dismissed within sixty (60) days.

1.41 Issuance Notice. “Issuance Notice” has the meaning set forth in Section 10.2.

1.42 Liquidating Events. “Liquidating Events” has the meaning set forth in Section 16.1.

1.43 Majority Vote. “Majority Vote” means (a) in the case of a vote of the Members, the vote of more than fifty percent (50%) of the total Governance Rights held by the Members entitled to vote, calculated in accordance with the provisions of Section 6.1, and (b) in the case of a vote of

the Board, the vote of more than fifty percent (50%) of the Managers.

1.44 **Manager.** “Manager” means a member of the Board.

1.45 **Managers Schedule.** “Managers Schedule” has the meaning set forth in Section 7.1(c).

1.46 **Members.** “Members” means those Persons set forth on Schedule A attached hereto as may be hereafter amended, together with any additional Members admitted pursuant to the provisions of this Agreement.

1.47 **Membership Interest.** “Membership Interest” means each Member’s interest in the Company, consisting of any of the following: (a) Financial Rights, (b) Governance Rights, and (d) the rights to assign either the Financial Rights and Governance Rights or both as provided herein.

1.48 **Members Schedule.** “Members Schedule” has the meaning set forth in Section 3.77.

1.49 **Net Cash.** “Net Cash” means all cash receipts of the Company, reduced by (i) current expenses, including the payment of interest and principal currently due on any indebtedness of the Company and any loans pursuant to Section 3.9, and (ii) reasonable reserves as may be established by the Board from time to time.

1.50 **Net Equity.** “Net Equity” has the meaning set forth in Section 14.5.

1.51 **New Securities.** “New Securities” shall mean any new type, class, or series of Units not otherwise described in this Agreement, which securities may be designated as classes or series and having different rights provided, that the term shall not include Units issued or sold by the Company in connection with: (i) the conversion or exchange of any securities of the Company into Units, or the exercise of any warrants or other rights to acquire Units; (ii) any acquisition by the Company of any equity interests, assets, properties or business of any Person; (iii) any merger, consolidation or other business combination involving the Company; (iv) the commencement of any public offering or any transaction or series of related transactions involving a Change of Control; (v) any subdivision of Units (by a split of Units or otherwise), payment of Distributions or any similar recapitalization; (vi) any private placement of warrants to purchase Membership Interests to lenders or other institutional investors (excluding the Members) in any arm’s length transaction in which such lenders or investors provide debt financing to the Company; (vii) a joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Company) relating to the operation of the Company’s business and not for the primary purpose of raising equity capital; or (viii) any office lease or equipment lease or similar equipment financing transaction in which the Company obtains from a lessor or vendor the use of such office space or equipment for its business..

1.52 **Non-Exercising Member.** “Non-Exercising Member” has the meaning set forth in Section 10.4.

1.53 **Option Period.** “Option Period” has the meaning set forth in Section 11.4(b).

1.54 **Over-allotment Exercise Period.** “Over-allotment Exercise Period” has the meaning set

forth in Section 10.4.

1.55 **Over-allotment Notice.** “Over-allotment Notice” has the meaning set forth in Section 10.4.

1.56 **Partnership Representative.** “Partnership Representative” has the meaning set forth in Section 8.7.

1.57 **Percentage Interest.** “Percentage Interest” means the interest of each Member (or, if applicable, the holder of a Financial Right), expressed as a percentage, in Governance Rights or Financial Rights, as applicable.

1.58 **Permitted Transfer.** “Permitted Transfer” has the meaning set forth in Section 11.2.

1.59 **Person.** “Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.

1.60 **Pre-emptive Member.** “Pre-emptive Member” has the meaning set forth in Section 10.1.

1.61 **Pro Rata Portion.** “Pro Rata Portion” means, for purposes of Article 10, with respect to any Pre-emptive Member holding Units, on any issuance date for New Securities, a fraction determined by dividing (a) the number of Units on a Fully Diluted Basis owned by such Pre-emptive Member immediately prior to such issuance by (b) the total number of Units on a Fully Diluted Basis held by all of the Members on such date immediately prior to such issuance.

1.62 **Proceeding.** “Proceeding” has the meaning set forth in Section 15.1.

1.63 **Profits and Losses.** “Profits” and “Losses” means, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the adjustments specified in paragraph 2.1 of Appendix 1.

1.64 **Property.** “Property” means all real property and personal property acquired by the Company, which shall include both tangible and intangible property.

1.65 **Proposed Transfer.** “Proposed Transfer” has the meaning set forth in Section 11.4(a).

1.66 **Proposed Transferee.** “Proposed Transferee” has the meaning set forth in Section 13.1.

1.67 **Prospective Purchaser.** “Prospective Purchaser” has the meaning set forth in Section 10.2.

1.68 **Reorganization Plan.** “Reorganization Plan” has the meaning set forth in Section 17.1.

1.69 **Required Notice.** “Required Notice” has the meaning set forth in Section 11.4(e).

1.70 **Responsible Person.** “Responsible Person” means an individual who is or was a Member or a Manager or officer of the Company.

- 1.71 **Sale Notice.** “Sale Notice” has the meaning set forth in Section 13.3.
- 1.72 **Selling Member.** “Selling Member” has the meaning set forth in Section 13.1.
- 1.73 **Tag-along Member.** “Tag-along Member” has the meaning set forth in Section 13.1.
- 1.74 **Tag-along Notice.** “Tag-along Notice” has the meaning set forth in Section 13.3(b).
- 1.75 **Tag-along Period.** “Tag-along Period” has the meaning set forth in Section 13.4(b).
- 1.76 **Tag-along Portion.** “Tag-along Portion” has the meaning set forth in Section 13.3(a).
- 1.77 **Tag-along Sale.** “Tag-along Sale” has the meaning set forth in 13.1.
- 1.78 **Taxing Authority.** “Taxing Authority” means any federal, state, local or foreign taxing authority.
- 1.79 **Third Party Purchaser.** “Third Party Purchaser” means any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Units or (b) is not a Permitted Transferee of any Person who directly or indirectly owns or has the right to acquire any Units.
- 1.80 **Transfer or Transferred.** “Transfer” or “Transferred” means, as a noun, any voluntary or involuntary (by operation of law or otherwise) gift, bequest, transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily (by operation of law or otherwise) to gift, bequest, transfer, sell, pledge or hypothecate or otherwise dispose of. For purposes of illustration and not by means of limitation, Transfer includes dispositions triggered by death, disability, dissolution or other cessation of the existence of a Member, foreclosure, Bankruptcy, and marital dissolution.
- 1.81 **Transferring Member.** “Transferring Member” has the meaning set forth in Section 11.4(a).
- 1.82 **Units.** “Units” means Units of Membership Interests, including (as the context requires) any fractional Unit or Membership Interest associated therewith.
- 1.83 **Voluntary Bankruptcy.** “Voluntary Bankruptcy” means, with respect to any Person, the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors; the filing of any petition or answer by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for such Person or for any substantial part of its property; or corporate action taken by such Person to authorize any of the actions set forth above.

ARTICLE 2 ORGANIZATIONAL MATTERS

2.1 **Name.** The name of the Company is FW Canna, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Board may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

2.2 **Place of Business.** The principal executive office of the Company shall be at such location as determined by the Board and may be changed to such other place as the Board may determine from time to time.

2.3 **Purposes and Powers.** The Company has been formed (a) for the purpose of owning, operating, and investing in a medical cannabis facility licensed in accordance with the laws and regulations of the State of Alabama, and any and all related activities in connection therewith, and (b) to engage in any other business that may lawfully be conducted by a limited liability company under the Alabama LLC Law as approved by the Members. The Company shall have all of the powers granted to a limited liability company under the Alabama LLC Law.

2.4 **Binding on Future Members.** This Agreement is automatically binding on all current and subsequent Members and holders of all or any part of a Unit, regardless of whether such Members or holders execute any written instrument agreeing to be bound by this Agreement.

ARTICLE 3 CAPITAL CONTRIBUTIONS

3.1 **Capital Contributions and Units/Percentage Interests.**

(a) The Members have made or, by such date or dates determined by the Board, will make initial Capital Contributions to the Company in the amounts set forth on the Members Schedule. Except as adjusted or revised pursuant to the terms of this Agreement, the number of Units held by each Member and each Member's Percentage Interest in Financial Rights and Governance Rights is set forth for each such Member on the Members Schedule attached hereto. The Company may update the Members Schedule from time to time to reflect the respective ownership interests of the Members, and such updates shall not be deemed amendments to this Agreement.

(b) Regarding initial Capital Contributions, unless otherwise agreed by the Board and AL Farms, FMC Group is solely responsible for raising or otherwise contributing all initial investment capital for the Company.

3.2 **Capital Accounts.** A single Capital Account must be established and maintained for each Member in accordance with Paragraph 3 of Appendix 1.

3.3 **Additional Capital Contributions.** No Member shall be permitted or required to make any Additional Capital Contributions except as expressly required or permitted pursuant to this Agreement or as otherwise approved by the Board. If the Board determines that the Company requires Additional Capital Contributions, then, unless otherwise agreed by AL Farms, FMC

Group will be solely responsible for providing the necessary capital for such Additional Capital Contributions, and AL Farms will not be obligated to make any Additional Capital Contributions. Unless otherwise specified by the Board in the determination regarding Additional Capital Contributions, the Board shall specify the payment date for Additional Capital Contributions upon at least ten (10) days prior written notice to the Members.

3.4 Remedies in Event of Default. In the event that (a) Additional Capital Contributions are required as provided in Section 3.3, and (b) a Member fails to make the contribution required of him, her, or it on or before the thirtieth (30th) calendar day following the due date specified by the Board, the Percentage Interests of the Members representing Financial Rights shall be recomputed and reduced effective as of the due date of such Additional Capital Contributions. Further, upon approval by the Board, some or all of the contributing Members may elect to contribute the capital that was to be contributed by the defaulting Member. In any such event, the Percentage Interests representing Financial Rights and Governance Rights of each Member will be adjusted on a pro rata basis to account for the Additional Capital Contributions made by the contributing Members.

3.5 No Interest or Right to Withdraw. No Member has the right to withdraw or receive a return of such Member's Capital Contributions, or to receive any specific property of the Company, except as specifically provided in this Agreement. The Company shall not pay any interest on Capital Contributions or on balances in Capital Accounts.

3.6 Nature of Obligations. No creditors of the Company or other third parties shall have any rights, as third-party beneficiaries or otherwise, to compel any Capital Contributions. The Company may not assign any obligation of Members to make Capital Contributions under this Article 33 to any creditor or other third party.

3.7 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Board shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the "Members Schedule"), and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

3.8 Statements of Units. Within five (5) Business Days after the written request of any Member, the Board shall provide to such Member a written statement of the particular Units owned by such Member as of the time the Company makes such written statement. Such statement of Units is not a certificated security, a negotiable instrument, nor a bond or stocks, and cannot be a vehicle by which any transfer of any Member's Units may be effected.

3.9 Loans. Any Member may, with the approval of the Board, lend or advance money to the Company. If any Member makes any loan to the Company or advances money on its behalf, the amount of any such loan or advance will not be treated as a contribution to the capital of the Company but as debt due from the Company. The amount of any such loan or advance by a lending Member is repayable out of the Company's cash and shall bear interest at the rate agreed upon

between the Company and the lending Member. None of the Members are obligated to make any loan or advance to the Company.

ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations.** After giving effect to the special allocations set forth in Appendix I, Profits and Losses for each Fiscal Year must be allocated to the Members as follows:

(a) First, one hundred percent (100%) of Profits will be allocated to the Members pro rata in accordance with their respective Capital Contributions until such time that each Member has received distributions equal to such Member's Capital Contributions.

(b) Thereafter, Profits and Losses will be allocated to the Members in accordance with their Percentage Interests representing Financial Rights.

4.2 **Distributions.**

(a) In General.

(i) Subject to Section 4.2(a)(ii) and Section 4.2(b), the Board may from time to time authorize the distribution of a portion of Net Cash to the Members. The Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company.

(ii) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate the Alabama LLC Law or other Applicable Law.

(b) Distributions of Net Cash. Subject to the priority of Distributions pursuant to Section 14.2, if applicable, all Distributions determined to be made by the Board pursuant to Section 4.2 shall be made to the Members as follows:

(i) First, one hundred percent (100%) of all Distributions of Net Cash will be distributed to the Members pro rata in accordance with their respective Capital Contributions until each Member's Capital Contributions have been returned to such Member.

(ii) Thereafter, Net Cash will be distributed to all of the Members in accordance with their Percentage Interests representing Financial Rights.

(c) Tax Advances. Subject to any restrictions in any of the Company's then applicable debt-financing arrangements, and subject to the Board's sole discretion to retain any other amounts necessary to satisfy the Company's obligations, the Company shall use commercially reasonable efforts to distribute before the seventy-fifth (75th) day of the next succeeding Fiscal Year cash in proportion to and to the extent of each Estimated Tax Amount. Any distributions made pursuant to this Section 4.2(c) shall be treated for purposes of this Agreement as advances on distributions

pursuant to Section 4.2(a) and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 4.2(a).

(d) Distributions in Kind. The Board is hereby authorized, in its sole discretion, to make distributions to the Members in the form of securities or other property held by the Company; provided, that tax advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section 4.2(b).

ARTICLE 5 MANAGEMENT; OFFICERS

5.1 **Management of the Company.** Subject to the terms of this Agreement, the Board, on behalf of the Members, shall have the exclusive right and authority to manage and control the business and affairs of the Company, and shall possess all rights and powers of a “manager” of a limited liability company as provided in the Alabama LLC Law and otherwise by law. Except as otherwise expressly provided in this Agreement, the Board shall make all decisions of the Company by Majority Vote. The Board has the right to designate one or more committees to assist in the performance of its duties and the right to appoint officers and delegate authority to such officers to conduct the day-to-day operations of the Company.

5.2 **Individual Member Authority.** Except as expressly authorized by the Board, no Member, as a Member, has the power to act as an agent of the Company. Each Member, other than a Member who is a Manager or officer of the Company acting within the scope of such Manager’s or officer’s authority, shall indemnify the Company for any costs or damages incurred by the Company as a result of any action by said Member to act for, or to undertake or assume, any unauthorized obligation, debt, duty or responsibility on behalf of, any other Member or the Company. The Company’s credit and assets are to be used solely for the benefit of the Company, and no Member shall transfer or encumber any asset of the Company for or in payment of any individual obligation of a Member.

5.3 **Officers.** The Board shall fix the number of officers of the Company, and shall elect individuals to serve in such positions, from time to time. The initial officers of the Company are a President and a Secretary, who are those persons set forth on Schedule B hereto. Each officer holds office until his or her successor has been duly elected and qualified by the Board. Officers need not be residents of the State of Alabama or Members of the Company. The Board may, from time to time, appoint new or substitute officers and may, from time to time and without cause, remove any one or more of the officers. The Board may, at any time, eliminate any officer position. Any officer may, at any time and upon thirty (30) days prior written notice to the Board, resign as an officer, but such resignation will not affect his or her status, if any, as a Member. The officers shall carry out duties as delegated by the President or prescribed by the Board upon their election.

5.4 **President.** Subject to the provisions of this Agreement, the President is responsible for the daily management and control of the Company’s business affairs. Except for the powers reserved to the Board or Members by this Agreement, the Certificate, or the Alabama LLC Law, the President has all the rights and powers prescribed herein and in the Alabama LLC Law, and all

rights and powers necessary or advisable in the discharge of the duties of the President under this Agreement.

5.5 **Secretary.** The Secretary has the following duties: (a) keeping accurate membership records for the Company; (b) maintaining records of and, whenever necessary, certify all proceedings of the Members or committees of the Company; (c) receiving notices required to be sent to the Secretary and keep a record of such notices in the records of the Company; and (d) performing other duties prescribed herein or by the Board or the President.

5.6 **Compensation of Officers.** The Company shall pay such compensation, if any, to each officer as shall be approved by the Board.

5.7 **Dealing With Affiliates.** Subject to any additional requirements of the Alabama LLC Law, the Company may acquire property or services from, and have other transactions with, a Member, an immediate family member of a Member, or any Affiliate of a Member, provided that: (a) the funds of the Company are not commingled with that of a Member or an Affiliate; and (b) all transactions between the Company and a Member or an Affiliate are (i) commercially reasonable, (ii) evidenced in writing, and (iii) approved by the Board.

ARTICLE 6 METHOD OF VOTING; MEMBERS MEETINGS

6.1 **General.** Actions and decisions requiring the approval of the Members must be authorized or made by a Majority Vote taken at a meeting of the Members. Neither Breaching Members nor Incapacitated Members are entitled to vote on any matters, call meetings, or act as proxies, and their consent is not required for any purpose under this Agreement; provided, however, that the foregoing rights shall be restored to a Breaching Member or an Incapacitated Member upon cure of such breach or removal of such Incapacity to the reasonable satisfaction of the Board. The voting power held by Breaching Members and Incapacitated Members is excluded for purposes of determining the affirmative vote required for decisions or actions to be taken hereunder by the Members.

6.2 **Votes of the Members.** Where a vote of the Members is required, each Member may vote such Member's Units in such Member's individual capacity, and has no fiduciary responsibility to any other Member with respect to any such votes.

6.3 **Calling Meetings.** The Board or any Member or Members holding, in the aggregate, more than ten percent (10%) of the Percentage Interests in respect of Governance Rights may call a meeting to consider approval of an action or decision by delivering to each other Member notice of the time and purpose of such meeting at least three (3) Business Days before the day of such meeting. A Member may waive the requirement of notice of a meeting either by attending the meeting or executing a written waiver before or after the meeting.

6.4 **Telephonic Meetings.** Any action permitted or required by the Alabama LLC Law, the Certificate, or this Agreement to be taken at a meeting of the Members may be taken at a meeting conducted by telephone or other means permitting all participants to simultaneously hear each other. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

6.5 **Written Consent In Lieu Of Meeting.** Notwithstanding Section 6.1, the Board or any Member may propose that the Company authorize an action or decision by written consent of the Members without a meeting of the Members. For such proposed action on written consent to be a valid and binding action of the Company, the action must be approved by Members with voting power equal to the voting power that would be required to take the same action at a meeting of the Members at which all voting Members were present. A Member's written consent may be evidenced by such Member's signature on a counterpart of the proposal or by a separate writing (including a facsimile or electronic mail) that identifies the proposal with reasonable specificity and states that such Member consents to such proposal. Prompt written notice of the taking of any action by less than unanimous consent shall be given to those Members with voting power who have not consented in writing to such action.

6.6 **Vote by Proxy.** A Member may vote (or execute a written consent) by proxy given to any other Member. Any such proxy must be in writing and must identify the specific meeting or matter to which the proxy applies or state that it applies to all matters (subject to specified reservations, if any) coming before the Members for approval prior to a specified date (which may not be later than the first anniversary date of the date on which such proxy is given). Any such proxy is revocable at any time and is not effective at any meeting at which the Member giving such proxy is present.

6.7 **Records.** The Company shall maintain permanent records of all actions taken by the Members, including, without limitation, minutes of all Company meetings, copies of all actions taken by written consent of the Members, and copies of all proxies pursuant to which one Member votes or executes a consent on behalf of another.

ARTICLE 7 BOARD OF MANAGERS

7.1 Number, Election and Term.

(a) The initial Board shall consist of three (3) Managers. The Managers shall be elected by Majority Vote of the Members. Each Manager shall serve as a Manager for one (1) year terms, or until such time as his or her successor has been duly elected and qualified, or until his or her death, disability, removal, Incapacity, or resignation. Managers may succeed themselves and may serve successive terms. Managers need not be residents of the State of Alabama or Members of the Company. The number of Managers may be increased or decreased from time to time by Majority Vote of the Members.

(b) In the event that a vacancy is created on the Board at any time due to the death, disability, removal, Incapacity, or resignation of a Manager, then the Members may elect a replacement by Majority Vote of the Members.

(c) The Board shall maintain a schedule of all Managers with their respective mailing addresses (the "Managers Schedule"), and shall update the Managers Schedule upon the removal or replacement of any Manager in accordance with this Agreement. A copy of the Managers Schedule as of the execution of this Agreement is attached hereto as Schedule C.

7.2 **Removal and Resignation.** A Manager may be removed or replaced at any time from the

Board by Majority Vote of the Members, with or without cause. A Manager may resign at any time from the Board by delivering his or her written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

7.3 Method of Voting; Calling Meetings. Actions and decisions requiring the approval of the Board must be authorized or made by a Majority Vote taken at a meeting of the Board. Any Manager may call a meeting of the Board by delivering to each Manager notice of the time and purpose of such meeting at least two (2) Business Days before the day of such meeting. A Manager may waive the requirement of notice of a meeting either by attending the meeting or executing a written waiver before or after the meeting.

7.4 Telephonic Meetings. Any action permitted or required by the Alabama LLC Law, the Certificate, or this Agreement to be taken at a meeting of the Board may be taken at a meeting conducted by telephone or other means permitting all participants to simultaneously hear each other. A Manager participating in a meeting by this means is deemed to be present in person at the meeting.

7.5 Written Consent In Lieu Of Meeting. Notwithstanding Section 7.3, any Manager may propose that the Company authorize an action or decision by written consent of the Managers without a meeting of the Board. For such proposed action on written consent to be a valid and binding action of the Company, the action to be taken must be approved by all Managers with voting power equal to the voting power that would be required to take the same action at a meeting of the Board at which all Managers were present. A Manager's written consent may be evidenced by his or her signature on a counterpart of the proposal or by a separate writing (including a facsimile or electronic mail) that identifies the proposal with reasonable specificity and states that such Manager consents to such proposal. Prompt written notice of the taking of any action by less than unanimous written consent of the Managers shall be given to those Managers who have not consented in writing to such action.

7.6 Records. The Company shall maintain permanent records of all actions taken by the Board, including, without limitation, minutes of all Board meetings and copies of all actions taken by written consent of the Board.

7.7 No Proxies. Managers may not grant proxies regarding votes by the Board to any other Person, including another Manager.

ARTICLE 8 TAX, ACCOUNTING, BOOKS AND RECORDS

8.1 Books and Records. The Company shall maintain at its principal executive office books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Company business.

8.2 Accounting. Unless otherwise recommended by the Company's independent certified public accountant and permitted by law, the Company shall use the accrual method of accounting

in preparation of its annual reports and for tax purposes and shall keep its books accordingly.

8.3 Right of Inspection. Each Member has the right, at such Member's sole expense, after providing notice to all other Members and the Board, to examine, copy, and audit the Company's books and records. Notwithstanding the foregoing, the Board may set such limits (such as requiring such rights to be exercised only during normal business hours) to this right as are consistent with the Alabama LLC Law and reasonably necessary to prevent disruption to the Company's business operations.

8.4 Reports.

(a) Within ninety (90) days after the end of each Fiscal Year, the Company shall use its best efforts to provide each Person who was a Member at any time during such Fiscal Year with a Form K-1 and a statement of the Members' Capital Accounts and changes therein for such Fiscal Year.

(b) Within twenty five (25) days after the end of each fiscal quarter, the Company shall provide each Member with internally prepared quarterly financial statements of the Company, consisting of a balance sheet and related statements of income, retained earnings, and cash flow.

(c) Within sixty (60) days after the end of each Fiscal Year, the Company shall provide each Member with preliminary annual financial statements of the Company, and final annual financial statements of the Company prepared by an independent Certified Public Accountant within one hundred twenty (120) days after the end of each Fiscal Year.

(d) Within fifteen (15) days after the end of each Fiscal Year, the Company shall provide each Member with all budgets, financial plans, or other material plans of the Company.

8.5 Tax Characterization and Tax Returns.

(a) The Members acknowledge that the Company is treated as a partnership for federal tax purposes. All provisions of this Agreement and the Certificate are to be construed so as to preserve the Company's tax status as a partnership.

(b) The Company shall furnish each Member with a copy of each income tax return filed by the Company, together with any schedules or other information that each Member may need in connection with such Member's own tax affairs.

8.6 Special Basis Adjustment. Unless approved by Majority Vote of the Members, the Company shall not make an election to adjust the basis of the Company's property in the manner provided in Sections 734(b) and 743(b) of the Code.

8.7 Partnership Representative.

(a) The Members hereby appoint the "Partnership Representative" (within the meaning of Code Section 6223) for the Company designated on Schedule B. The Partnership Representative shall serve until the earlier of his or her death, disability, removal, Incapacity, or resignation. The Partnership Representative may resign at any time by giving thirty (30) days written notice to the

Members. The Members may remove the Partnership Representative and appoint a new Partnership Representative at any time by a Majority Vote. If a Partnership Representative ceases to be the Partnership Representative for any reason, the Members shall designate a new Partnership Representative by Majority Vote.

(b) The Members agree that, if the Company receives an FPAA Notice that would, with the passing of time, result in an “imputed underpayment” imposed on the Company as that term is defined in Code Section 6225, then, any Member may, or may cause the Company (by directing the Partnership Representative or otherwise) to elect pursuant to Code Section 6226, and comply with all of the requirements and procedures required in connection with such election, to make inapplicable to the Company the requirement in Code Section 6225 (as amended by the Budget Act) to pay the “imputed underpayment” as that term is used in that section; provided however, that if any Member objects in writing to such election, and provides an alternative to the Code Section 6226 election that is materially more favorable to such Member and no less favorable to the other Members, then the Company shall in good faith pursue such alternative so long as it can be implemented without jeopardizing the Member’s rights to the Code Section 6226 election and so long as the Board determines that such alternative does not impose additional financial or administrative burdens on the Company.

(c) To the extent permitted by Applicable Law, and at the request of the Members by Majority Vote, the Partnership Representative shall elect pursuant to Code Section 6221(b), and comply with all of the requirements and procedures required in connection with such election, to have the provisions of Subchapter C of Chapter 63 of the Code not apply to the Company; provided, however, that the obligation to make such election shall be contingent upon the parties, based on their good faith efforts, agreeing to terms and conditions that, to the greatest extent possible, preserve the rights and liabilities of the parties set forth in this Section 8.7.

(d) The Partnership Representative shall be entitled to reimbursement by the Company for all reasonable costs and expenses incurred by it in connection with the performance of the obligations hereunder and shall be indemnified by the Company with respect to any action brought against it in connection with any judgment in or settlement of any examination or judicial or administrative proceeding. Any Member who enters into a settlement agreement with respect to any Company tax item shall notify the Partnership Representative of such settlement agreement and its terms within thirty (30) days after the date of such settlement.

(e) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by Taxing Authorities and any resulting proceedings. Each Member agrees that any reasonable action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company. The Members agree to provide information reasonably necessary to comply with or defend any tax examination or proceeding.

(f) **Income Tax Elections.** Except as otherwise provided in this Agreement, the Partnership Representative shall, following consultation with the Company's independent certified public accountant and approval of the Board, make any reasonable and advisable income tax elections on behalf of the Company; provided, that the Partnership Representative will make an election under Section 754 of the Code, if requested in writing by Members holding a majority of the outstanding common Units.

(g) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. The Partnership Representative shall, following consultation with the Company's independent certified public accountant and approval of the Board, determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority, subject to the limitations contained in this Agreement.

ARTICLE 9 ADDITIONAL MEMBERS

9.1 **Admission.** The Company may, from time to time, admit additional Members upon the Majority Vote of the Members.

9.2 **Percentage Interests.** Upon the admission of an additional Member, the Company, upon the Majority Vote of the Members, shall determine the Units (including the consideration/contribution required therefor) to be issued to such additional Member.

9.3 **Admission Procedure.** No Person can be admitted as an additional Member unless such Person executes, acknowledges, and delivers to the Company such instruments as the Company may deem necessary or advisable to effect the admission of such Person as an additional Member, including, without limitation, the written acceptance and adoption by such Person of the provisions of this Agreement. Schedule A may be revised from time to time to reflect the admission of additional Members and such Members' Financial Rights and Governance Rights, and such revisions shall not be deemed amendments to this Agreement.

ARTICLE 10 PRE-EMPTIVE RIGHTS

10.1 **Issuance of New Securities.** The Company hereby grants to each holder of Units (each, a "Pre-emptive Member") the right to purchase his, her, or its Applicable Pro Rata Portion of any New Securities that the Company may from time to time propose to issue or sell to any party.

10.2 **Additional Issuance Notices.** The Company shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in Section 10.1 to the Pre-emptive Members within five (5) days following any meeting of the Board at which any such issuance or sale is approved. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Securities (a "Prospective Purchaser") and shall set forth the material terms and conditions of the proposed issuance or sale, including:

(a) the number and description of the New Securities proposed to be issued and the percentage of the Company's Units then outstanding on a Fully Diluted Basis (both in the aggregate and with respect to each class or series of Units proposed to be issued) that such issuance would represent;

(b) the proposed issuance date, which shall be at least twenty (20) days from the date of the Issuance Notice;

(c) the proposed purchase price per unit of the New Securities; and

(d) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Board's good-faith determination of the Fair Market Value thereof.

The Issuance Notice shall also be accompanied by a current copy of the Members Schedule indicating the Pre-emptive Members' holdings of Units in a manner that enables each Pre-emptive Member to calculate its Pro Rata Portion.

10.3 Exercise of Pre-emptive Rights. Each Pre-emptive Member shall for a period of ten (10) days following the receipt of an Issuance Notice (the "Exercise Period") have the right to elect irrevocably to purchase all or any portion of such Pre-emptive Member's Pro Rata Portion of any New Securities, at the respective purchase prices set forth in the Issuance Notice by delivering a written notice to the Company (an "Acceptance Notice") specifying the number of New Securities that the Pre-emptive Member desires to purchase. The delivery of an Acceptance Notice by a Pre-emptive Member shall be a binding and irrevocable offer by such Pre-emptive Member to purchase the New Securities described therein. The failure of a Pre-emptive Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of such Pre-emptive Member's rights under Section 10.1 with respect to the purchase of such New Securities, but shall not affect such Pre-emptive Member's rights with respect to any future issuances or sales of New Securities.

10.4 Over-allotment. No later than five (5) days following the expiration of the Exercise Period, the Company shall notify each Pre-emptive Member in writing of the number of New Securities that each Pre-emptive Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "Over-allotment Notice"). Each Pre-emptive Member exercising its rights to purchase such Pre-emptive Member's Applicable Pro Rata Portion of the New Securities in full (an "Exercising Member") shall have a right of over-allotment such that if any other Pre-emptive Member has failed to exercise his, her, or its right under Section 10.1 to purchase his, her, or its full Applicable Pro Rata Portion of the New Securities (each, a "Non-Exercising Member"), the Exercising Member may purchase his, her, or its Applicable Pro Rata Portion of such Non-Exercising Member's allotment by giving written notice to the Company within five (5) days of receipt of the Over-allotment Notice (the "Over-allotment Exercise Period").

10.5 Sales to the Prospective Purchaser. Following the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period, the Company shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Pre-emptive Members declined to exercise the pre-emptive right set forth in Section 10.1 on terms

no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced); provided, that: (a) such issuance or sale is closed within twenty (20) days after the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period (subject to the extension of such twenty (20) day period for a reasonable time not to exceed forty (40) days to the extent reasonably necessary to obtain any third-party approvals); and (b) for the avoidance of doubt, the price at which the New Securities are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the Issuance Notice. In the event the Company has not sold such New Securities within such time period, the Company shall not thereafter issue or sell any New Securities without first again offering such securities to the Members in accordance with the procedures set forth in this Article 10.

10.6 Closing of the Issuance. The closing of any purchase by any Pre-emptive Member shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice. Upon the issuance or sale of any New Securities in accordance with this Article 10, the Company shall deliver the New Securities free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Company shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the Exercising Members and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. The Company, in the discretion of the Board, may deliver to each Exercising Member certificates evidencing the New Securities. Each Exercising Member shall deliver to the Company the purchase price for the New Securities purchased by such Exercising Member by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, without limitation, entering into such additional agreements as may be necessary or appropriate.

ARTICLE 11 TRANSFER OF UNITS

11.1 Restrictions on Transfer. No Member shall Transfer such Member's Units or Membership Interests, except as expressly permitted in this Article 11. Any purported Transfer of a Unit or Membership Interest other than one permitted by this Article 11 is null and void and of no force or effect. Furthermore, notwithstanding any provision of this Agreement to the contrary, the Transfer of a Unit or Membership Interest to any Person other than the Company or a Member will not be permitted if (a) the Unit or Membership Interest sought to be Transferred, when added to the total of all other Units and Membership Interests Transferred within the period of twelve (12) consecutive months ending with the proposed date of the Transfer, results in the termination of the Company under Section 708 of the Internal Revenue Code, (b) such Transfer would cause the Company to have more than 100 "partners" within the meaning of Treasury Regulation Section 1.7704-1(h), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3) (as administered by the Internal Revenue Service), or (c) such Transfer would violate applicable federal and state laws.

11.2 Permitted Transfers. Subject to the conditions set forth in Section 11.3, a Member may Transfer such Member's Units (any such Transfer being referred to in this Agreement as a

“Permitted Transfer”) upon approval of the Board after full disclosure by such Member to the Board of the material terms of the proposed transaction.

11.3 Conditions to Permitted Transfers. The following are conditions precedent to any Permitted Transfer:

(a) Except in the case of a Transfer involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer. In the case of a Transfer of a Unit involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company. In all cases, the transferor and transferee shall reimburse the Company for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) Upon request by the Company, the transferor and transferee shall furnish the Company with the transferee’s taxpayer identification number, sufficient information to determine the transferee’s initial tax basis in the Units transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company is not required to make any distribution otherwise provided for in this Agreement with respect to any transferred Units until it has received such information.

(c) If the Permitted Transfer is in the form of a pledge or encumbrance of all or any part of a Member’s Units as security for the payment of a debt, any such pledge or encumbrance must be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Agreement, including, without limitation, this Article 11.

(d) If, pursuant to the terms of any loan agreement, security agreement, deed of trust or other agreement existing at any time between the Company and any lender, the approval of such lender is required prior to the Transfer of a Unit, then, notwithstanding any provision of this Agreement to the contrary, no such Transfer will be effective until all required approvals and/or consents of any such lender have been obtained. Likewise, if such Transfer made without necessary approvals would cause the Company to be in violation of the terms of the partnership agreement of any partnership in which the Company is then a partner, the shareholders’ agreement of any corporation in which the Company is a shareholder, or the certificate of formation or limited liability company agreement of any other limited liability company in which the Company is a member, or any comparable agreement, the required approvals of all necessary parties to such Transfer must be obtained before such Transfer shall become effective.

11.4 Right of First Refusal on Certain Transfers for Value. In addition to the Permitted Transfers, a Member may Transfer all or any portion of such Member’s Units to a Person for value as follows:

(a) At least thirty (30) days prior to the date that the proposed Transfer is to occur, the Member seeking to Transfer all or part of such Member’s Units (the “Transferring Member”) shall

send written notice (the “Required Notice”) to the Company setting forth the material terms of the proposed Transfer (the “Proposed Transfer”), including a description of Units to be transferred, price, payment terms, and the identity of the transferee. For five (5) days thereafter, the Company may request reasonable evidence from the Transferring Member that the Proposed Transfer will be made pursuant to a bona fide offer from the transferee, which evidence the Transferring Member must furnish no later than five (5) days after the request is made.

(b) For the period (“Option Period”) commencing with the date on which the Required Notice was sent and ending thirty (30) days thereafter (which period is automatically extended by one day for each day in excess of five (5) that the Transferring Member fails to comply with a request for reasonable evidence of the offer), the Company has the option to purchase the Units that are the subject of the Proposed Transfer for the same price and upon the same terms and conditions as described in the Required Notice. Written notice of the intent to exercise the option must be delivered to the Transferring Member not later than seven (7) days prior to the expiration of the Option Period. If the Company decides not to exercise its option during the remainder of the Option Period, one or more Members other than the Transferring Member may indicate their intent to exercise the option on their own behalf by delivery of written notice to the Transferring Member, and if more than one Member desires to exercise said option, each participating Member can purchase a portion of the Transferring Member’s Units in the same proportion as the Members’ Percentage Interests representing Governance Rights, calculated by including only the Percentage Interests owned by the participating Members. If the option is exercised by either the Company or the Members, the Company or the Members, as the case may be, shall consummate the purchase not later than thirty (30) days after the expiration of the Option Period.

(c) Notwithstanding the stipulation in Section 11.4(b) that the Company or the Members acquire the Units that are the subject of the Proposed Transfer upon the same terms and conditions as described in the Required Notice, if any of the consideration proposed to be paid by the transferee is not cash or a cash equivalent, the Board, in its sole reasonable judgment, may determine the cash value of such consideration, and the Company or the Members may pay cash equal to such cash value in lieu of such consideration when consummating the purchase of the Units.

(d) If neither the Company nor the Members exercise the foregoing option prior to the expiration of the Option Period, the Transferring Member may thereafter consummate the Proposed Transfer with the transferee upon terms and conditions that are not less favorable to the Transferring Member than were described in the Required Notice. If the Proposed Transfer is not consummated within thirty (30) days after the expiration of the Option Period, the Transferring Member shall not make a Transfer without again offering the Units to the Company and the Members in accordance with this Section 11.4.

(e) No Member may give any notice or request initiating the procedures contemplated by Section 11.4 while any other notice, purchase or Transfer is pending under Section 11.4 or after a Liquidating Event has occurred. The Members that are not Breaching Members are not required to offer any portion of their Units pursuant to Section 11.4 to a Breaching Member during the period that the Company is pursuing any remedy specified in Article 14 with respect to such Member’s status as a Breaching Member.

11.5 Admission of Substituted Members. Concurrently with the other provisions of this Article 11, a transferee of a Unit that includes Governance Rights may be admitted to the Company as a substituted Member only upon satisfaction of all the following conditions:

(a) Such admission has been approved by the vote required to approve a Transfer to the transferee pursuant to Section 11.2.

(b) The transferee of the Unit (other than a transferee that was a Member prior to the Transfer) has, by written instrument in form and substance reasonably satisfactory to the Company, assumed the obligations of the transferor Member under this Agreement with respect to the Transferred Unit.

(c) If required by the Company, the transferor or transferee has reimbursed the Company for all reasonable legal, filing, and other out-of-pocket costs that the Company has incurred in connection with the admission of the transferee as a Member with respect to the Transferred Unit.

(d) Except in the case of a Transfer involuntarily by operation of law, if required by the Company, the transferee (other than a transferee that was a Member prior to the Transfer) has delivered to the Company evidence satisfactory to the Company in its sole discretion of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement.

11.6 Rights of Unadmitted Assignees. A Person who acquires all or part of a Unit but who is not admitted as a substituted Member pursuant to Section 11.5 is entitled only to allocations and distributions with respect to such Unit in accordance with this Agreement, and has no right to any information or accounting of the affairs of the Company, is not entitled to inspect the books or records of the Company, and has no voting rights or any other rights of a Member under the Alabama LLC Law or this Agreement.

11.7 Distributions and Allocations in Respect of Transferred Units. If any Units are Transferred during any Fiscal Year in compliance with the provisions of this Article 11, Profits, Losses, each item thereof, and all other items attributable to the Transferred Units for such Fiscal Year must be divided and allocated between the transferor and the transferee by taking into account their varying interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Board. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Transfer no later than the end of the calendar month during which it is given notice of the consummation of such Transfer; provided, that if the Company does not receive a notice stating the date such Units were transferred and such other information as the Board may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the Units on the last day of such Fiscal Year.

ARTICLE 12
DRAG-ALONG RIGHTS

12.1 **Participation.** If one or more Members holding no less than a Majority of all the Units (such Member or Members, the “Dragging Member”), proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 12.3 and subject to compliance with Section 12.3, to require that each other Member (each, a “Drag-along Member”) participate in such sale in the manner set forth in Section 12.2.

12.2 **Sale of Units.** Subject to compliance with Section 12.4:

(a) If the Drag-along Sale is structured as a sale resulting in a Majority of the Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to each class or series of Units proposed by the Dragging Member to be included in the Drag-along Sale, the number of Units of such class or series equal to the product obtained by multiplying (i) the number of applicable Units on a Fully Diluted Basis held by such Drag-along Member by (ii) a fraction (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Member proposes to sell in the Drag-along Sale and (y) the denominator of which is equal to the number of all Units on a Fully Diluted Basis held by the Dragging Member at such time; and

(b) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company, then notwithstanding anything to the contrary in this Agreement, each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters’, appraisal or other similar rights that it may have in connection with such transaction.

12.3 **Sale Notice.** The Dragging Member shall exercise such Dragging Member’s rights pursuant to this Article 12 by delivering a written notice (the “Drag-along Notice”) to the Company and each Drag-along Member no more than ten (10) days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members’ rights and obligations hereunder and shall describe in reasonable detail:

(a) The name of the person or entity to whom such Units are proposed to be sold;

(b) The proposed date, time and location of the closing of the sale;

(c) The number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series; and

(d) A copy of any form of agreement proposed to be executed in connection therewith.

12.4 Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Article 12 are subject to the satisfaction of the following conditions:

(a) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series and the terms and conditions of such sale shall, except as otherwise provided in Section 12.4(c), be the same as those upon which the Dragging Member sells such Dragging Member's Units;

(b) If the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(c) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale; provided, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

12.5 Cooperation; Appointment of Attorney-in-Fact. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 12.4(c). In furtherance of the foregoing obligations, each Member appoints the Company, through its secretary or such other officer as the Board may designate, as the Member's agent and attorney-in-fact during the term of this Agreement, with full power of substitution, for the purpose of carrying out and consummating any Drag-along Sale and taking any and all actions and executing any and all instruments (including, without limitation, conveyances, assignments, and transfers of Units) which are or may be necessary or advisable to accomplish the Drag-along Sale, which appointment as agent and attorney-in-fact is coupled with an interest, is irrevocable, does not terminate on a Member's Incapacity or death, and continues for as long as this Agreement is in effect.

12.6 Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided,

that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

ARTICLE 13 TAG-ALONG RIGHTS

13.1 **Participation.** Subject to the terms and conditions specified in Article 11, if any Member (the “Selling Member”) proposes to Transfer any of its Units to any Person (a “Proposed Transferee”), each other Member (each, a “Tag-along Member”) shall be permitted to participate in such sale (a “Tag-along Sale”) on the terms and conditions set forth in this Article 13.

13.2 **Application of Transfer Restrictions.** The provisions of this Article 13 shall only apply to Transfers in which:

- (a) The Company and Members have not exercised their rights in full under Section 11.4 to purchase all of the Units offered under Section 11.4; and
- (b) The Dragging Member has elected to not exercise its drag-along right under Article 12.

13.3 **Sale Notice.** Prior to the consummation of any Transfer of Units qualifying under Section 13.2, and after satisfying its obligations pursuant to Section 11.4, the Selling Member shall deliver to the Company and each other Member holding Units written notice (a “Sale Notice”) of the proposed Tag-along Sale as soon as practicable following the expiration of the period of time set forth in Section 11.4, and in no event later than five (5) days thereafter. The Sale Notice shall make reference to the Tag-along Members’ rights hereunder and shall describe in reasonable detail:

- (a) The aggregate number of Units the Proposed Transferee has offered to purchase;
- (b) The identity of the Proposed Transferee;
- (c) The proposed date, time, and location of the closing of the Tag-along Sale;
- (d) The purchase price per applicable Unit (which shall be payable solely in cash or cash equivalents) and the other material terms and conditions of the Transfer; and
- (e) A copy of any form of agreement proposed to be executed in connection therewith.

13.4 **Exercise of Tag-along Right.**

(a) The Selling Member and each Tag-along Member timely electing to participate in the Tag-along Sale pursuant to Section 13.4(b) shall have the right to Transfer in the Tag-along Sale the number of Units equal to the product of (x) the aggregate number of Units that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the number of Units Fully Diluted Basis then held by the applicable Member, and (B) the denominator of which is equal to the number of Units on a Fully Diluted Basis then held by the Selling Member and all of the Tag-along Members timely electing to participate in the Tag-along Sale pursuant to Section 13.4(b) (such amount with respect to the

Units, the “Tag-along Portion”.

(b) Each Tag-along Member shall exercise its right to participate in a Tag-along Sale by delivering to the Selling Member a written notice (a “Tag-along Notice”) stating such Tag-along Member’s election to do so and specifying the number of Units (up to its Tag-along Portion) to be Transferred by such Tag-along Member no later than ten (10) days after receipt of the Sale Notice (the “Tag-along Period”).

(c) The offer of each Tag-along Member set forth in a Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 13.4.

13.5 **Remaining Portions.**

(a) If any Tag-along Member declines to exercise its right under Section 13.4(b) or elects to exercise it with respect to less than its full Tag-Along Portion (the aggregate amount of Units resulting from all such unexercised Tag-Along Portions, the “Remaining Portion”, the Selling Member shall promptly deliver a written notice (a “Remaining Portion Notice”) to those Tag-along Members who have elected to Transfer their Tag-Along Portion in full (each, a “Fully Participating Tag-along Member”). The Selling Member, each Fully Participating Tag-along Member shall be entitled to Transfer, in addition to any applicable Units already being Transferred, a number of Units held by him, her or it equal to the product of (x) the Remaining Portion, and (y) a fraction (A) the numerator of which is equal to the number of Units then held by the applicable Member, and (B) the denominator of which is equal to the number of Units then held by the Selling Member and all Fully Participating Tag-along Members.

(b) Each Fully Participating Tag-along Member shall exercise his, her, or its right to participate in the Transfer described in Section (a) by delivering to the Selling Member a written notice (a “Remaining Tag-along Notice”) stating its election to do so and specifying the number of Units (up to the amounts it may Transfer pursuant to Section (a)), to be Transferred by it no later than five (5) Business Days after receipt of the Remaining Portion Notice.

(c) The offer of each Fully Participating Tag-along Member set forth in a Remaining Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Article 13.

13.6 **Waiver.** Each Tag-along Member who does not deliver a Tag-along Notice in compliance with Section 13.4(b) shall be deemed to have waived all of such Tag-along Member’s rights to participate in the Tag-along Sale with respect to the Units owned by such Tag-along Member, and the Selling Member shall (subject to the rights of any other participating Tag-along Member) thereafter be free to sell to the Proposed Transferee the Units identified in the Sale Notice at a per Unit price that is no greater than the applicable per Unit price set forth in the Sale Notice and on other terms and conditions which are not in the aggregate materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

13.7 Conditions of Sale.

(a) Each Member participating in the Tag-along Sale shall receive the same consideration per Unit after deduction of such Member's proportionate share of the related expenses in accordance with Section 13.9 below.

(b) Each Tag-along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale; provided, that each Tag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution, and delivery of relevant documents, enforceability of such documents against the Tag-along Member, and other matters relating to such Tag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each Tag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Member and each Tag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Selling Member and each such Tag-along Member in connection with the Tag-along Sale.

13.8 Cooperation; Appointment of Attorney-in-Fact. Each Tag-along Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member, but subject to Section 13.7(b). In furtherance of the foregoing obligations, each Member appoints the Company, through its secretary or such other officer as the Board may designate, as the Member's agent and attorney-in-fact during the term of this Agreement, with full power of substitution, for the purpose of carrying out and consummating any Tag-along Sale and taking any action and executing any instruments (including, without limitation, conveyances, assignments, and transfers of Units) which are or may be necessary or advisable to accomplish the Tag-along Sale, which appointment as agent and attorney-in-fact is coupled with an interest, is irrevocable, does not terminate on a Member's Incapacity or death, and continues for as long as this Agreement is in effect.

13.9 Expenses. The fees and expenses of the Selling Member incurred in connection with a Tag-along Sale and for the benefit of all Tag-along Members (it being understood that costs incurred by or on behalf of a Selling Member for its sole benefit will not be considered to be for the benefit of all Tag-along Members), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by the Selling Member and all the participating Tag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Tag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Tag-along Sale.

13.10 Consummation of Sale. The Selling Member shall have sixty (60) days following the expiration of the Tag-along Period in which to consummate the Tag-along Sale, on terms not more favorable to the Selling Member than those set forth in the Tag-along Notice (which such 60-day period may be extended for a reasonable time not to exceed ninety (90) days to the extent

reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Selling Member has not completed the Tag-along Sale, the Selling Member may not then effect a Transfer that is subject to this Article 13 without again fully complying with the provisions of this Article 13.

13.11 Transfers in Violation of the Tag-along Right. If the Selling Member sells or otherwise Transfers to the Proposed Transferee any of its Units in breach of this Article 13, then each Tag-along Member shall have the right to sell to the Selling Member, and the Selling Member undertakes to purchase from each Tag-along Member, the number of Units of each applicable class or series that such Tag-along Member would have had the right to sell to the Proposed Transferee pursuant to this Article 13, for a per Unit amount and form of consideration and upon the terms and conditions on which the Proposed Transferee bought such Units from the Selling Member, but without indemnity being granted by any Tag-along Member to the Selling Member; provided, that nothing contained in this Article 13 shall preclude any Member from seeking alternative remedies against such Selling Member as a result of its breach of this Article 13. The Selling Member shall also reimburse each Tag-along Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-along Member's rights under this Section 13.11.

ARTICLE 14 WITHDRAWAL IN BREACH OF AGREEMENT

14.1 Waiver of Partition. No Member shall, either directly or indirectly, take any action to require partition or appraisal of the Company or of any of its assets or properties. Each Member (and such Member's legal representatives, successors or assigns) hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale with respect to such Member's Units, or with respect to any assets or properties of the Company, except as expressly provided in this Agreement.

14.2 Covenant Not to Withdraw or Dissolve or Take Certain Actions. Except as otherwise expressly required or permitted hereby, no Member shall (a) take or permit any action that would cause a voluntary Bankruptcy of such Member, (b) withdraw or attempt to withdraw from or dissolve the Company other than a withdrawal or dissolution approved by all of the other Members, (c) be convicted of a felony under federal or state law, or (d) violate or fail to comply with any laws, rules, or regulations of the State of Alabama that may apply to such Member because of the Company's operation of, or ownership or investment in companies that operate, medical cannabis businesses licensed in accordance with the laws and regulations of the State of Alabama.

14.3 Consequences of Violation of Covenant. If a Member (a "Breaching Member") (i) attempts to transfer all or any portion of his, her, or its Units in breach of Section 11.1, (ii) attempts to cause a partition or takes other action in breach of Section 14.1, or (iii) breaches any covenant in Section 14.2, the Company shall continue and not wind up or liquidate, and:

- (a) the Breaching Member will immediately cease to be a Member;
- (b) the Breaching Member will be liable for damages to the Company for all direct and indirect costs, liabilities, losses and damages that the Company or any Member may incur as a

result of such Breach, including consequential damages but exclusive of punitive damages;

(c) the Company will not be obligated to pay to the Breaching Member its contributions, capital, or profits, but may, by notice to the Breaching Member within thirty (30) days of the event giving rise to the Member becoming a Breaching Member, elect to make breach payments to the Breaching Member in complete satisfaction of the Breaching Member's Units ("Breach Payments"), and the Breaching Member will be deemed to have transferred all its Units to the Company as of the date of the event giving rise to the Member becoming a Breaching Member;

(d) if the Company does not elect to make Breach Payments, the Company shall treat the Breaching Member as if such Breaching Member were an unadmitted assignee of the Financial Rights of the Breaching Member pursuant to Section 11.6 and shall make distributions to the Breaching Member only of those amounts otherwise payable with respect to such Financial Rights hereunder;

(e) the Company may apply any distributions otherwise payable with respect to such Financial Rights (including Breach Payments) to satisfy any claims it may have against the Breaching Member;

(f) except to the extent otherwise required under the Alabama LLC Law, the Breaching Member will have no right to any information or accounting of the affairs of the Company, will not be entitled to inspect the books or records of the Company, and will have no voting rights with respect to the Company;

(g) the Breaching Member will continue to be liable to the Company for any unpaid Capital Contributions required hereunder with respect to such Units, which amounts may be offset against any Breach Payments that may be made by the Company.

14.4 Breach Payments. If the Company elects to make Breach Payments, then the Company shall pay the Breach Amount in five (5) equal installments, payable on the first Business Day of the next five (5) consecutive calendar years following the year in which the breach by the Breaching Member occurs, without interest. The "Breach Amount" is seventy-five percent (75%) of the Net Equity of the Breaching Member's Units as of the last day of the calendar month preceding the calendar month during which the breach occurred, computed in accordance with Section 14.5, less any Company distributions to the Breaching Member after such day. The Breach Amount as so determined is final and binding on the Company and the Breaching Member. The Company may, at its sole election, prepay all or any portion of the Breach Payments at any time without penalty.

14.5 Net Equity. The "Net Equity" of a Member's Units, as of any day, is the amount that would be distributed to such Member in liquidation of the Company pursuant to Section 16.2 as if (a) the Gross Asset Values of Company assets were adjusted as set forth in paragraph (b) of the definition of Gross Asset Value, (b) all of the Company's assets were sold for their Gross Asset Values, as so adjusted, (c) the Company paid its accrued, but unpaid, liabilities and established reserves pursuant to Section 16.2 for the payment of reasonably anticipated contingent or unknown liabilities, and (d) the Company distributed the remaining proceeds to the Members in liquidation,

all as of such day.

The Net Equity of a Member's Units must be determined, without audit or certification, from the books and records of the Company by the accounting firm regularly employed by the Company, or if an accounting firm is not regularly employed by the Company, by a firm employed specifically for such purpose, and the amount of such Net Equity must be disclosed to the Company and each of the Members by written notice. The Net Equity determination of such accountants is final and binding in the absence of a showing of gross negligence or willful misconduct.

ARTICLE 15 INDEMNIFICATION

15.1 Authority to Indemnify. The Company may elect to indemnify an individual made a party to a pending, threatened or completed claim, action, demand, lawsuit, arbitration, investigation or other proceeding (collectively a "Proceeding"), because such individual is or was a Responsible Person, against all fees, costs, expenses, damages, obligations and liabilities actually incurred by the Responsible Person in connection with the Proceeding if such Responsible Person satisfies the following standard of conduct:

(a) the Responsible Person's conduct was in good faith and the Responsible Person reasonably believed (i) in the case of conduct in the Responsible Person's official capacity with the Company, that his, her, or its conduct was in the best interest of the Company and (ii) in all other cases, that his, her, or its conduct was in the Company's best interest;

(b) in the case of any criminal proceeding, the Responsible Person had no reasonable cause to believe his conduct was unlawful; or

(c) in the case of the Responsible Person's conduct with respect to an employee benefit plan, the Responsible Person reasonably believed that his conduct was in the best interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent may not be, of itself, determinative that the Responsible Person did not satisfy the foregoing standard of conduct.

15.2 Limitations on Authority to Indemnify. Notwithstanding Section 15.1, the Company shall not indemnify a Responsible Person (i) in connection with a Proceeding by or in the right of the Company in which the Responsible Person was adjudged liable to the Company, and (ii) in connection with any other Proceeding charging improper personal benefit to such Responsible Person, whether or not involving action in the Responsible Person's official capacity, in which the Responsible Person was adjudged liable on the basis that personal benefit was improperly received by such Responsible Person.

15.3 Determination and Authorization of Indemnification. The Company shall not indemnify a Responsible Person under Section 15.1 unless authorized in the specific case after a determination has been made that indemnification of the Responsible Person is permissible in the circumstances because the Responsible Person has satisfied the standard of conduct set forth in Section 15.1. The determination must be made by the Board and individuals who are not at the

time parties to the Proceeding.

15.4 Mandatory Indemnification. The Company shall indemnify a Responsible Person who is or was wholly successful, on the merits or otherwise, in the defense of any Proceeding to which such Responsible Person was a party because he is or was a Responsible Person of the Company against reasonable expenses incurred in connection with the Proceeding.

15.5 Advances for Expenses. The Company may elect to pay for or reimburse the reasonable expenses of a Responsible Person who is a party to a Proceeding in advance of final disposition of the Proceeding if: (a) the Responsible Person furnishes to the Company a written affirmation of such Responsible Person's good faith belief that he, she or it has satisfied the standard of conduct set forth above; (b) the Responsible Person furnishes to the Company a written undertaking (which must be an unlimited general obligation of the Responsible Person but need not be secured and may be accepted by the Company without reference to financial ability to repay), executed personally on such Responsible Person's behalf, to repay the advance if it is ultimately determined that such Responsible Person is not entitled to indemnification; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification hereunder.

15.6 Defense of Proceedings. If the Company is indemnifying or advancing expenses to a Responsible Person under this Article 15, the Company may at any time elect to assume the defense of the Responsible Person with respect to the Proceeding and shall not be obligated to furnish separate counsel to the Responsible Person in any Proceeding in which the Company and the Responsible Person are joined unless the Responsible Person and Company agree that there may be a conflict of interest between the Responsible Person and the Company. The Company shall exercise its right of election to assume such defense by providing the Responsible Person written notice of the same, and thereafter the Company shall not be liable for any fees, costs and expenses incurred by the Responsible Person with respect to the defense of the Proceeding except in cases where separate representation is required as set forth above. Further, if the Company is indemnifying or advancing expenses to a Responsible Person pursuant to this Article 15, the Responsible Person may not settle any Proceeding without the approval of the Company, which approval will not unreasonably withheld or delayed.

15.7 Insurance. The Company may purchase and maintain insurance on behalf of an individual who is or was a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company or who, while a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company, is or was serving at the request of the Company as a Responsible Person, Manager, officer, employee, independent contractor, agent, member, partner, or trustee of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company, whether or not the Company would have the power to indemnify such individual against the same liability as provided in above.

15.8 Non-Exclusive Right. The indemnification and advancement of expenses granted pursuant to, or provided hereunder is not exclusive of any other rights to which a Responsible Person

seeking indemnification or advancement of expenses may be entitled, whether contained herein, in the Certificate, the Alabama LLC Law, in a resolution of the Members or Board, or an agreement providing for such indemnification; provided, however, that no indemnification may be made to or on behalf of any Responsible Person if a judgment or other final adjudication adverse to the Responsible Person establishes his, her, or its liability: (a) for any breach of duty of loyalty to the Company or Members; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) for any liability for wrongful distributions incurred under the Act. This Section 15.8 does not limit the Company's power to pay or reimburse expenses incurred by a Responsible Person in connection with his appearance as a witness in a Proceeding at a time when he has not been named defendant or respondent to the Proceeding.

ARTICLE 16 DISSOLUTION AND WINDING UP

16.1 **Liquidating Events.** The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- (a) The Majority Vote of the Members to dissolve, wind up, and liquidate the Company;
- (b) The occurrence of an event of dissolution under the Alabama LLC Law; or
- (c) The happening of any event that makes it unlawful or impossible to carry on the business of the Company.

16.2 **Winding Up.** Upon the occurrence of a Liquidating Event, the Company shall continue its existence solely for the purpose of winding up its affairs and activities in an orderly manner and in accordance with the Alabama LLC Law, including, without limitation, liquidating its assets and satisfying the claims of its creditors and Members, and no Member or Manager shall take any action that is inconsistent with, or not necessary to or appropriate for, winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement will continue in full force and effect until such time as the Company's property has been distributed pursuant to this Section 16.2 and the Company has terminated. The Board (or any Person elected for this purpose by the Members) shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the Company's liabilities and property, shall cause (to the extent feasible or advisable) the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and, except as may otherwise be required by the Alabama LLC Law, shall cause the property and/or the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation;
- (b) Second, to the establishment of and additions to reserves that are determined by the Board, in its sole discretion, to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company;
- (c) Third, to the Members pro rata in accordance with their respective unreturned

Capital Contributions, until distributions equal the aggregate amount of unreturned Capital Contributions made by the Members in respect of their Units; and

(d) Fourth, to the Members pro rata in proportion to their holdings of Units.

16.3 Deficit Capital Accounts; Additional Liquidation Procedures. If any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs) such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. With the approval of a Majority Vote of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 16.2 above may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 16.2 above; or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

16.4 Deemed Contribution and Distribution. Notwithstanding any other provision of this Article 16 in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Company shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have contributed its property in kind to a new company, and immediately thereafter, the Members shall be deemed to have distributed the Units in the new company to the Members of the terminated Company, all in accordance with the Member's respective Percentage Interests in the terminated Company.

16.5 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his or her Capital Contributions and has no right or power to demand or receive property other than cash from the Company for such capital contributions. No Member has priority over any other Member as to the return of such Member's Capital Contributions, the distribution of cash or other property, or the allocation of profits unless otherwise provided in this Agreement.

ARTICLE 17 CONVERSION INTO CORPORATE FORM

17.1 Conversion to Corporate Form. If the Board determines that it would be advisable for the Company to convert or reorganize into the corporate form of organization, the Board shall, on

behalf of the Company, formulate a plan of conversion or reorganization (the “Reorganization Plan”) to effectuate such conversion. If the Members, by Majority Vote, approve such Reorganization Plan, then subject to this Article 17, each Member shall take whatever reasonable action is required under such Reorganization Plan to effect the transactions contemplated therein. Except as otherwise provided in a duly approved Reorganization Plan, in such conversion, each holder of Units shall receive, with respect to such Units, stock of the successor corporation having:

- (a) a right to receive a fully-diluted percentage of stock sale proceeds, dividends and other distributions (including on liquidation), equivalent to the fully-diluted Percentage Interest represented by such holder’s Units immediately prior to the conversion;
- (b) relative voting rights equivalent to those of such Units;
- (c) the same restrictions on transfer as were applicable to such Units prior to the conversion;
- (d) the same vesting, forfeiture and repurchase restrictions as were applicable to such Units prior to the conversion;
- (e) the same preferences as were applicable to such Units prior to the conversion; and
- (f) any other rights or restrictions as were applicable to such Units prior to the conversion.

17.2 Enforceability of Limited Liability Company Agreement after Conversion. After any such conversion to a corporate form of organization, only Article 15 (Indemnification) of this Agreement shall continue to apply to the Responsible Persons who are no longer Responsible Persons after the Reorganization Plan is consummated.

ARTICLE 18 INTELLECTUAL PROPERTY OWNERSHIP

18.1 General Intellectual Property Ownership. Each Member agrees to assign to the Company each Member’s right, title, and interest in or to Intellectual Property conceived or made by each Member, whether alone or in conjunction with others, while a Member, and which either (i) involves or is reasonably related to the Company or its Affiliates, Company or its Affiliate’s business or to the Company or its Affiliate’s actual or demonstrably anticipated business; or (ii) incorporates or is based on, in whole or in part, any information of the Company or its Affiliates that is subject to Section 20.14.

18.2 Ownership in Copyrights. Each Member agrees that any and all writings and other works of authorship, whether copyrightable or not, in any jurisdiction, and any and all copyright rights, whether registered or not, any registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof created during the term of this Agreement, including the techniques, designs, ideas and know-how embodied within the same and derivatives of any of the same, whether in written form or in any tangible medium of expression or any work prepared for the Company or its Affiliates which is eligible for copyright protection in the United States or elsewhere, shall be a work made for hire. If any such work is deemed for any reason not

to be a work made for hire, each Member hereby assigns all right, title, and interest in the copyright in such work, and all extensions and renewals thereof, to the Company and agrees to provide all assistance reasonably requested by the Company in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Company's expense but without any additional compensation to the Member. Each Member agrees to waive any and all rights relating to the works developed or produced, including without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modification.

ARTICLE 19 REPRESENTATIONS OF MEMBERS

19.1 In General. As of the Effective Date, each Member hereby makes each of the representations and warranties applicable to such Member as set forth in this Article 19, and such representations and warranties shall survive the execution of this Agreement. Said warranties and representations shall also be made by and shall be binding upon all persons admitted as Substitute Members at any time after the Effective Date.

19.2 Power to Execute Agreement. Each Member hereby represents and warrants that if such Member is an entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization and that it has full organizational power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Member represents and warrants further that it is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Each Member hereby represents that it has the individual or organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, if such Member is an entity, the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or organization action. Each Member hereby represents and warrants that this Agreement constitutes the legal, valid and binding obligation of such Member.

19.3 No Conflicts; No Default. Each Member hereby represents and warrants that neither the execution, delivery or performance of this Agreement nor the consummation by such Member of the transactions contemplated hereby: (i) will conflict with, violate, result in a breach of, or constitute a default under any of the terms and conditions, or provisions of the governing documents of such Member, if such Member is an entity, or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of its material properties or assets is subject, (ii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interest or rights, or require any consent, authorization or approval upon any indenture, mortgage, lease agreement, or instrument to which such Member is a party or by which such Member is or may be bound, or (iii) will result in the creation or imposition of any lien upon any of the material properties or assets of such Member.

19.4 Governmental Authorizations. Each Member hereby represents and warrants that any

registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by such Member under this Agreement or the consummation by such Member of any transaction contemplated hereby has been completed, made or obtained on or before the Effective Date of this Agreement.

19.5 Litigation. Each Member hereby represents and warrants that there are no actions, suits, proceedings or investigations pending or, to the knowledge of such Member, threatened against or affecting such Member or any of their properties, assets, or businesses in any court or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitration which would, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined) could reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member; and such Member has not received any currently effective notice of any default, and such Member is not in default under any applicable order, writ, injunction, decree, permit, determination, or award of any court or of any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member.

19.6 No Convictions. The Member represents and warrants that such Member has never been convicted of a felony under federal or state law. In the event the Member is an entity, the foregoing representation and warranty shall apply to each present and future officer, director, shareholder, member, manager and/or partner of the Member and any of the same for any upstream entity that is a shareholder, member, manager and/or partner of the Member and their respective shareholders, members, managers and/or partners.

19.7 Compliance with Applicable Laws and Regulations. For so long as a Member is a Member of the Company, each Member agrees to abide by all of the laws, rules, and regulations of the State of Alabama applicable to such Member because of the Company's investment in companies that operate medical cannabis businesses licensed in accordance with the applicable state laws and regulations. Additionally, if the Member is an individual, such Member hereby consents from time to time to submit to any criminal background check required by the State of Alabama or any other State for the Members of the Company. If the Member is an entity, such Member hereby consents from time to time to submit to a criminal background check for such Member's present and future officers, directors, shareholders, members, managers, and/or partners. The same shall apply to any upstream entities who are shareholders, members, managers and/or partners.

19.8 Investment Representations.

(a) The undersigned Members acknowledge (i) that the Units evidenced by this Agreement have not been registered under the Securities Act of 1933, the Alabama securities laws or the securities laws of any other state (the "Securities Acts") because the Company is issuing these Units in reliance upon the exemptions from the registrations requirements of the Securities Acts providing for issuance of securities not involving a public offering, (ii) that the Company has

relied upon the fact that the Units are to be held by each Member for investment, and (iii) that exemption from registrations under the Securities Acts would not be available if the Units were acquired by a Member with a view to distribution.

(b) Accordingly, each Member hereby represents and warrants to the Company that such Member is acquiring the Units for such Member's own account for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any of portion of such Member's Units unless there is an effective registration, other qualification or exemption relating thereto under the Securities Act of 1933 and under any applicable state securities laws. With respect to any Transfer of a Units in reliance on an exemption, the Company may, in its sole discretion, require the holder of such Units to deliver to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member acknowledges that the Company is under no obligation to register such Member's Units or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of the Units. Furthermore, each Member realizes that such Units is unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "Affiliate" of the Company and the Units have been beneficially owned and fully paid for by such Member for at least three (3) years.

(c) Prior to acquiring the Units in the Company, each Member has made an investigation of the Company and its business and has had made available to each such Member all information with respect thereto which such Member needed to make an informed decision to acquire the Units. Each Member considers himself or itself to be a Person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Units, that such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time, and such Member has had a full opportunity to ask questions and receive answers concerning the investment in the Company and has had full access to such other information concerning the Company as such Member has requested.

ARTICLE 20 MISCELLANEOUS

20.1 **Title to Company Property.** Legal title to all property of the Company will be held and conveyed in the name of the Company.

20.2 **Amendments.** This Agreement may only be amended upon the Majority Vote of the Members. Any amendment to this Agreement must be in a writing executed by all Members consenting to the amendment.

20.3 **Waiver of Action for Dissenter's Rights.** Each Member irrevocably waives any right that such Member may have to maintain any action for dissenter's rights or appraisal rights with respect to any merger or consolidation of, or other transaction undertaken by, the Company.

20.4 **Activities Outside the Company.** Nothing contained in the Agreement shall be construed

(i) to constitute any Member as the general agent of any other Member, or (ii) to limit, in any manner, the Members and their respective Affiliates from carrying on or investing in any business or activity; provided however, that no Member nor their respective Affiliates shall carry on or invest in any business or activity which is competitive with or otherwise within the line of business of the Company or the Company's subsidiaries in the State of Alabama. Except as limited herein, each Member specifically acknowledges and consents to the right of each other Member and its Affiliates to pursue any investment or participation in any business opportunity, pursuant to this Section 20.4, without first being required to offer the same to the Company for its own benefit. Each Member hereby waives, releases and relinquishes any claim it may have against any other Member and against such Member's Affiliates, under any "partnership opportunity" doctrine or other legal or equitable principal of law arising with respect to or in connection with the pursuit of any business opportunity by any other Member or his Affiliates.

20.5 No State Law Partnership. The Members intend that the Company shall not be a partnership or joint venture, and that no Member, Manager or officer shall be a partner or joint venturer of any other Member, or officer, for any purposes other than federal (and, if applicable, state) tax purposes, and this Agreement shall not be construed to the contrary.

20.6 No Third Party Beneficiaries. The provisions of this Agreement constitute an agreement among the Members only and are not intended to, and do not, create any right or interest on behalf of any person who is not a Member.

20.7 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and sent by overnight courier, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a hard copy of the telephone conversation or facsimile communication sent by overnight courier, charges prepaid, addressed as follows: if to the Company, to the Company at the address set forth in the preamble, or to such other address as the Company may from time to time specify by notice to the Members; if to a Member, to such Member at the address set forth on Schedule A hereto, or to such other address as such Member may from time to time specify by notice to the Company. Any such notice shall be deemed to be delivered, given, and received as of the date so delivered.

20.8 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force. Furthermore, there shall be automatically substituted for such invalid, illegal or unenforceable provision a provision as similar thereto as possible that is valid, legal and enforceable.

20.9 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

20.10 Governing Law; Venue. The laws of the State of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement shall be exclusively brought in the Circuit Court of Baldwin County, Alabama, or other court of competent jurisdiction sitting in Baldwin County, Alabama, or, subject to jurisdictional

requirements, the United States District Court for the Southern District Alabama, located in Mobile, Alabama. EACH PARTY TO THIS AGREEMENT SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR LATER HAVE TO (I) THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY SUCH COURT, AND (II) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

20.11 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES SUCH PARTY'S RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. EACH MEMBER HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH MEMBER FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

20.12 Counterparts. The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email, or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

20.13 Confidentiality. Each Member acknowledges that it has obtained and will obtain information regarding the Company, which is confidential in nature (including, without limitation, information as to the pricing schedules and policies, customer lists, marketing policies and processes, financial condition, and the like). Each Member agrees that it will not, at any time, disclose any such information to any third party (other than to financing sources, legal counsel, personal accountants or as required by Applicable Law) or intentionally use any such information in a manner, which would be detrimental to the Company. In the event of the withdrawal of any Member, for any reason whatsoever, the restrictions on such Member's use of all such information herein described will continue in effect, and such party will immediately return to the Company all documents, records, financial data, and the like, and all copies thereof, which it might have

obtained from the Company. Any violation of this Section 20.13 by any officer, employee, agent or representative of such Member will constitute a violation of this Section 20.13 by such Member.

20.14 Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

20.15 Interpretations. The language in this Agreement shall be construed in all cases according to its fair meaning and not for or against any Person on the basis of authorship. Each party hereto acknowledges that it could elect to retain legal counsel to review and advise as to the provisions of this Agreement, that such party has entered into this Agreement of its own volition, without duress, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

20.16 Waivers. The parties can waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

20.17 Time is of the Essence. Time is of the essence of this Agreement.

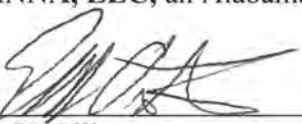
20.18 Disclosure and Waiver of Conflicts. In connection with the preparation of this Agreement, the Members acknowledge and agree that: (i) the attorney that prepared this Agreement ("Attorney") acted as legal counsel to the Company; (ii) the Members have been advised by the Attorney that the interests of the Members may be opposed to each other and may be opposed to the interests of the Company and, accordingly, the Attorney's representation of the Company may not be in the best interests of the Members; and (iii) each of the Members has been advised by the Attorney to retain separate legal counsel. Notwithstanding the foregoing, the Members (i) desire the Attorney to represent the Company; (ii) acknowledge that they have been advised to retain separate counsel and have either exercised that right or waived their right to do so; and (iii) jointly and severally forever waive any claim that the Attorney's representation of the Company constitutes a conflict of interest.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and the Members have executed this Agreement as of the date first set forth above.

COMPANY:

FW CANNA, LLC, an Alabama limited liability company

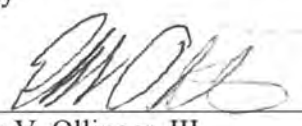
By: _____


Ellis V. Ollinger
As its President

MEMBERS:

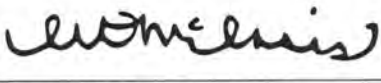
FMC GROUP, LLC, an Alabama limited liability company

By: _____


Ellis V. Ollinger, III
As its President

AL FARMS, LLC, an Alabama limited liability company

By: _____


Christina Woerner McInnis
As its sole member

SCHEDULE A

This is SCHEDULE A to the LIMITED LIABILITY COMPANY AGREEMENT of FW CANNA, LLC dated November 8, 2022. This SCHEDULE A is dated November 8, 2022, and supersedes every prior SCHEDULE A to this Agreement.

MEMBERS SCHEDULE

Dated 11/8/2022

Members	Initial Capital Contribution	Number of Units of Membership Interests	Percentage Interests Representing Governance Rights and Financial Rights	Date of Admission
FMC Group, LLC Attn: Ellis V. Ollinger, III 15315 Kelly Road Loxley, AL 36551 ollinger@flowerwood.com	\$100.00	900	90%	11/8/2022
AL Farms, LLC Attn: Christina Woerner McInnis 5606 East Oakridge Drive Orange Beach, AL 36561 cmcinnis@woerner.com	\$0.00	100	10%	11/8/2022
TOTAL	\$100.00	1,000	100%	

SCHEDULE B

This is SCHEDULE B to the LIMITED LIABILITY COMPANY AGREEMENT of FW CANNA, LLC dated November 8, 2022. This SCHEDULE B is dated November 8, 2022, and supersedes every prior SCHEDULE B to this Agreement.

OFFICERS AND PARTNERSHIP REPRESENTATIVE

President: Ellis V. Ollinger, III

Secretary: Christina Woerner McInnis

Treasurer: Kevin C. Northrop

Partnership Representative: Ellis V. Ollinger, III

SCHEDULE C

This is SCHEDULE C to the LIMITED LIABILITY COMPANY AGREEMENT of FW CANNA, LLC dated November 8, 2022. This SCHEDULE C is dated November 8, 2022, and supersedes every prior SCHEDULE C to this Agreement.

MANAGERS SCHEDULE

Ellis V. Ollinger, III

Christina Woerner McInnis

Kevin C. Northrop

APPENDIX 1

This is APPENDIX 1 to the LIMITED LIABILITY COMPANY AGREEMENT of FW CANNA, LLC dated November 8, 2022. This APPENDIX 1 is dated November 8, 2022, and supersedes every prior APPENDIX 1 to this Agreement.

TAX AND CAPITAL ACCOUNTING PROVISIONS

1. Definitions

(a) Adjusted Capital Account Deficit. “Adjusted Capital Account Deficit” means the deficit balance, if any, in such Member’s Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.1.704-1(b)(2)(ii)(d)(6) of the Regulations.

(b) Code. “Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of future laws.

(c) Company Minimum Gain. “Company Minimum Gain” has the meaning ascribed to “partnership minimum gain” in Sections 1.704-2(b)(2) and 1.1.704-2(d) of the Regulations.

(d) Depreciation. “Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation is the amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation must be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

(e) Member Nonrecourse Debt. “Member Nonrecourse Debt” has the meaning ascribed to partner nonrecourse debt in Section 1.704-2(b)(4) of the Regulations.

(f) Member Nonrecourse Debt Minimum Gain. “Member Nonrecourse Debt

Minimum Gain” means an amount with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(g) Member Nonrecourse Deductions. “Member Nonrecourse Deductions” has the meaning ascribed to partner nonrecourse deductions as set forth in Sections 1.704-2(i)(1) and 1.1.704-2(i)(2) of the Regulations.

(h) Nonrecourse Deductions. “Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(i) Nonrecourse Liability. “Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(j) Regulations. “Regulations” means the Treasury regulations promulgated under the Code.

2. Adjustments to Profits and Losses.

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition must be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition must be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment must be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes must be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such year or other period computed in accordance with the definition of Depreciation herein;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a

result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this definition, any items which are specifically allocated pursuant to Sections 3 or 4 shall not be taken into account in computing Profits or Losses.

3. Capital Accounts.

(a) Each Member's Capital Account shall be increased by (i) the amount of any Capital Contributions to the Company; (ii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member as determined under Section 752 of the Code; and (iii) the amount of any Profits allocated to such member pursuant to this Agreement and any items in the nature of income or gain that are specially allocated pursuant to Articles 4 or 5.

(b) Each Member's Capital Account shall be reduced by (i) the amount of any cash distributed to such Member from the Company; (ii) the Gross Asset Value of any property distributed from the Company to such Member; (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company as determined under Section 752 of the Code; and (iv) the amount of any Losses allocated to such Member pursuant to this Agreement and any items in the nature of loss or deduction that are specially allocated pursuant to Sections 3 or 4.

(c) No Member shall be under any obligation to make a contribution to restore a negative balance in such Member's Capital Account.

(d) The foregoing provisions relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b)(2)(iv), and (to the extent possible) shall be interpreted and applied in a manner consistent with such Regulation. If the Members determine that it is necessary or appropriate to modify the manner in which Capital Accounts are computed in order to (i) comply with applicable Regulations, (ii) select any options available thereunder not otherwise specified in this Agreement (including an election under Regulations Section 1.704-1(b)(2)(iv)(f) to adjust the "book values" of the Company's assets and Capital Accounts), or (iii) make adjustments that the Members deem equitable or practicable and consistent with the Members' economic interests in the Company, then the Members may make such modification or adjustment or select such option, provided that such action is not likely to have a material adverse effect on any Member.

(e) In the event that all or a portion of any Units is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the appropriate portion of the Capital Account of the transferring Member.

4. Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Appendix 1, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year, (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.1.704-2(j)(2) of the Regulations. This paragraph (a) is intended to comply with the minimum gain chargeback requirement in such Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Appendix 1, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations § 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.1.704-2(j)(2) of the Regulations. This paragraph (b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. Notwithstanding the above, any Member who unexpectedly receives an adjustment, allocation or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), shall be allocated items of income or gain (including gross income if necessary) in an amount and manner sufficient to eliminate any deficit created in such Member's Capital Account (to the extent it exceeds such Member's obligation to restore such deficit) as quickly as possible, provided that an allocation pursuant to this paragraph (c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Appendix 1 have been tentatively made as if this paragraph (c) were not part of the Agreement. The provisions of this paragraph (c) are intended to comply with the provisions of Regulations Section 1.704-1(b), including any amendments or successive regulations thereto and shall be so interpreted.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.1.704-2(i)(5),

each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this paragraph (d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Appendix 1 have been made as if paragraph (c) hereof and this paragraph (d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated among the Members in proportion to their Percentage Interests representing Financial Rights.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(g) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code § 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of such Member's Units, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Percentage Interests representing Financial Rights in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Allocations Relating to Taxable Issuance of Units. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of a Units to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

5. Curative Allocations. The allocations set forth in Sections 4(a) through 4(g) and Article 5 of this Appendix 1 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5. Therefore, notwithstanding any other provision of this Appendix 1 (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 2 and 4(h). In

exercising their discretion under this paragraph the Members shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

6. Loss Limitation. Losses allocated pursuant to Article 2 of this Appendix 1 shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Article 2 of this Appendix 1, the limitation set forth in this paragraph shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

7. Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss or deduction shall be allocated to the Members pursuant to this Appendix 1 as of the last day of each Fiscal Year, provided, however, Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of Company assets are adjusted pursuant to paragraph (b) of the definition of Gross Asset Value.

(b) The Members are aware of the income tax consequences of the allocations made by this Appendix 1 and hereby agree to be bound by the provisions of this Appendix 1 in reporting their shares of Company income and loss for income tax purposes.

(c) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Regulations thereunder.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company profits are in proportion to their Percentage Interests representing Financial Rights.

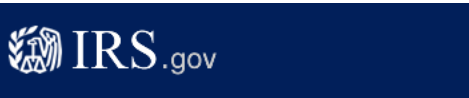
(e) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Members shall endeavor not to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt.

8. Tax Allocations; Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with

paragraph (a) of the definition of Gross Asset Value hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) of the definition of Gross Asset Value hereof, subsequent allocations of income, gain, loss, and deductions with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in any manner under Code Section 704(c) and the Regulations thereunder as determined by the Members.

Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this paragraph are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of the Agreement.



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **92-1351420**

Legal Name: **FW CANNA LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Continue >>

Help Topics

[? Can the EIN be used before the confirmation letter is received?](#)

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of FMC Group, LLC, as received and filed in the Office of the Secretary of State on 11/08/2022.



20221206000015854

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.

12/06/2022

Date

A handwritten signature in black ink that reads "John H. Merrill".

John H. Merrill

Secretary of State

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:

FMC Group, 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): Leah P Ladd

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

15315 Kelly Road Loxley, AL 36551

*COUNTY of above address: BALDWIN

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
001-048-291 DLL
Date 11/08/2022
Time 10:54:00
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 11 / 8 / 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 10 : 52 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).

11 / 8 / 2022
Date (MM/DD/YYYY)

Leah P. Ladd
Signature as required by 10A-5A-2.04

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

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

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:

FMC Group, LLC

This name reservation is for the exclusive use of Leah P. Ladd, 15315 Kelly Road, Loxley, AL 36551 for a period of one year beginning November 08, 2022 and expiring November 08, 2023

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



RES055830

November 08, 2022

Date

John H. Merrill

Secretary of State

**STATEMENT OF ORGANIZER
IN LIEU OF ORGANIZATIONAL MEETING
OF FMC GROUP, LLC**
an Alabama limited liability company

The undersigned, being the organizer (the "Organizer") of FMC Group, LLC, an Alabama limited liability company (the "Company"), hereby adopts the following resolutions and takes the following actions for and on behalf of the Company by written consent in lieu of a meeting.

RESOLVED: That the Organizer filed the Certificate of Formation of the Company on November 8, 2022, with the Office of the Alabama Secretary of State, Business Entity Division, and the Company was assigned Entity ID Number 001-048-291. A copy of the Certificate of Formation is attached hereto and is placed in the records of the Company pursuant to *Ala. Code* § 10A-5A-4.09(a)(2).

RESOLVED: That in consideration of the initial capital contributions set forth below paid to the Company in cash and other good and valuable consideration, the Company hereby issues to the following persons or entities (the "Members") the following membership interests in the Company:

Members	Initial Capital Contribution	Membership Interest
Plant Development Services, Inc. 17325 County Road 68 Loxley, AL 36551	\$10.00	10%
Flowerwood Management, Inc. 15315 Kelly Road Loxley, AL 36551	\$10.00	10%
Gregory L. Smith, Jr. 15315 Kelly Road Loxley, AL 36551	\$20.00	20%
Ellis V. Ollinger, III 15315 Kelly Road Loxley, AL 36551	\$20.00	20%
Kevin C. Northrop 15315 Kelly Road Loxley, AL 36551	\$20.00	20%
Leah P. Ladd 15315 Kelly Road Loxley, AL 36551	\$20.00	20%
TOTAL	\$100.00	100%

RESOLVED FURTHER that this Statement of Organizer of the Company shall be placed in the records of the Company.

RESOLVED: That the Organizer has fulfilled the Organizer's duties and relinquishes to the Members all further authorities, control, duties, and responsibilities with respect to the Company, and, simultaneously herewith, resigns such office effective this date.

DONE: November 8, 2022.



Leah P. Ladd, Organizer

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:

FMC Group, 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): Leah P Ladd

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

15315 Kelly Road Loxley, AL 36551

***COUNTY** of above address: BALDWIN

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	
001-048-291	DLL
Date	11/08/2022
Time	10:54:00
File	\$100.00
County	\$100.00

Total	\$200.00

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 11 / 8 / 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 10 : 54 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).

11 / 8 / 2022
Date (MM/DD/YYYY)

Leah P. Ladd

Signature as required by 10A-5A-2.04

Organizer

Typed title (organizer or attorney-in-fact)

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

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:

FMC Group, LLC

This name reservation is for the exclusive use of Leah P. Ladd, 15315 Kelly Road, Loxley, AL 36551 for a period of one year beginning November 08, 2022 and expiring November 08, 2023

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



RES055830

November 08, 2022

Date

John H. Merrill

Secretary of State

LIMITED LIABILITY COMPANY AGREEMENT
OF
FMC GROUP, LLC
an Alabama Limited Liability Company

Effective as of November 8, 2022

THE UNITS OF MEMBERSHIP INTERESTS AND UNITS CREATED BY THIS LIMITED LIABILITY COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND SUCH OTHER APPLICABLE SECURITIES LAWS PURSUANT TO EFFECTIVE REGISTRATION OR AN EXEMPTION THEREFROM. IN ADDITION, SUCH UNITS MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THIS AGREEMENT. ACCORDINGLY, THE HOLDERS OF SUCH UNITS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THEIR RESPECTIVE INVESTMENTS IN SUCH UNITS FOR AN INDEFINITE PERIOD OF TIME.

**LIMITED LIABILITY COMPANY AGREEMENT
OF
FLOWERWOOD MEDICAL CANNABIS, LLC
an Alabama Limited Liability Company**

THIS LIMITED LIABILITY COMPANY AGREEMENT of FMC GROUP, LLC, an Alabama limited liability company (the “Company”), is dated and effective as of November 8, 2022, and is entered into by and among the Company and each of its Members. Any reference in this Agreement to the Members includes such Members’ successors to the extent such successors have become Members in accordance with the provisions of this Agreement.

BACKGROUND

Whereas, the Company was formed by the filing of a Certificate of Formation with the Alabama Secretary of State on November 8, 2022; and

Whereas, the Members wish to enter into this Agreement in order to set forth their binding agreement as to the affairs of the Company, the conduct of its business and certain rights with respect to the relationship among the parties hereto;

Now, therefore, the parties hereto, intending to be legally bound, hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

In addition to the terms defined in the other sections of this Agreement, the following terms have the following meanings:

- 1.1 **Acceptance Notice.** “Acceptance Notice” has the meaning set forth in Section 10.3.
- 1.2 **Additional Capital Contribution.** “Additional Capital Contribution” means a Capital Contribution made by a Member after the date of execution of this Agreement.
- 1.3 **Affiliate.** “Affiliate” means, with respect to any Person, (a) any Person directly or indirectly controlling, controlled by, or under common control with such Person, (b) any Person owning or controlling fifty percent (50%) or more of the outstanding voting interests of such Person, (c) any officer, director, general partner or trustee of such Person, or (d) any Person who is an officer, director, general partner, trustee, or holder of fifty percent (50%) or more of the voting interests of any Person described in clauses (a) through (c) of this sentence. For purposes of this definition, the term “controls,” “is controlled by,” or “is under common control with” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.4 **Agreement.** “Agreement” means this Limited Liability Company Agreement, as amended from time to time.

1.5 **Alabama LLC Law.** “Alabama LLC Law” means the Alabama Limited Liability Company Law, *Ala. Code* §§ 10A-5A-1.01 *et seq.*, as amended, the provisions of Chapter 1 of the Alabama Business and Nonprofit Entity Code, *Ala. Code* §§ 10A-1-1.01 *et seq.*, as amended, and all other provisions of the Alabama Business and Nonprofit Entity Code applicable to limited liability companies, and including all regulations promulgated under any of the foregoing statutes and all binding judicial interpretations thereof.

1.6 **Applicable Law.** “Applicable Law” means, as to the Company or its business, operations, or activities, the applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any governmental authority; (b) any consents or approvals of any governmental authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with any governmental authority.

1.7 **Applicable Pro Rata Portion.** “Applicable Pro Rata Portion” means, for purposes of Article 10, a Member’s Pro Rata Portion of any New Securities proposed to be issued or sold by the Company.

1.8 **Bankruptcy.** “Bankruptcy” means, with respect to any Person, a Voluntary Bankruptcy or an Involuntary Bankruptcy.

1.9 **Board.** “Board” means the Board of Managers of the Company.

1.10 **Breach Amount.** “Breach Amount” has the meaning set forth in Section 14.4.

1.11 **Breaching Member.** “Breaching Member” has the meaning set forth in Section 14.3.

1.12 **Budget Act.** “Budget Act” means the Bipartisan Budget Act of 2015, P.L. 114-74.

1.13 **Business Day.** “Business Day” means a day of the year on which banks are not required or authorized to close in Baldwin County, Alabama.

1.14 **Capital Account.** “Capital Account” means, with respect to any Member, the capital account maintained in accordance with Appendix 1 attached hereto.

1.15 **Capital Contribution.** “Capital Contribution” means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Units held by such Member, reduced by any amounts distributed to a Member designated by the Company as being in redemption of all or a portion of a Member’s Units in the Company. A Member’s Capital Contribution is the sum of the Member’s initial Capital Contribution and Additional Capital Contributions, if any.

1.16 **Certificate.** “Certificate” means the Certificate of Formation of the Company, as amended from time to time.

1.17 **Change of Control.** “Change of Control” means: (a) the sale of all or substantially all of

the consolidated assets of the Company to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect a majority of the Managers.

1.18 **Code.** “Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of future laws.

1.19 **Company.** “Company” means FMC Group, LLC, an Alabama limited liability company, or its successors.

1.20 **Distributions.** “Distributions” means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; provided, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; or (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units. “Distribute” when used as a verb shall have a correlative meaning.

1.21 **Drag-along Sale.** “Drag-along Sale” has the meaning set forth in Section 12.1.

1.22 **Drag-along Member.** “Drag-along Member” has the meaning set forth in Section 12.1.

1.23 **Drag-along Notice.** “Drag-along Notice” has the meaning set forth in Section 12.3.

1.24 **Dragging Member.** “Dragging Member” has the meaning set forth in Section 12.1.

1.25 **Estimated Tax Amount.** “Estimated Tax Amount” of a Member for a Fiscal Year means the Member’s annual tax amount calculated at the highest combined state and federal marginal income tax rate.

1.26 **Exercise Period.** “Exercise Period” has the meaning set forth in Section 10.3.

1.27 **Exercising Member.** “Exercising Member” has the meaning set forth in Section 10.4.

1.28 **Fair Market Value.** “Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

1.29 **Financial Rights.** “Financial Rights” means the right to share in Profits and Losses and to receive interim and liquidation distributions from the Company as provided herein.

1.30 **Fiscal Year.** “Fiscal Year” means (a) the period commencing on the effective date of this Agreement and ending on December 31, (b) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (c) any portion of the period described in clause (b) for which the Company is required to allocate Profits, Losses, and other

items of Company income, gain, loss, or deduction pursuant to this Agreement.

1.31 **FPAA Notice.** “FPAA Notice” means a notice of final partnership administrative adjustment from the Internal Revenue Service.

1.32 **Fully Diluted Basis.** “Fully Diluted Basis” means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series.

1.33 **Fully Participating Tag-along Member.** “Fully Participating Tag-along Member” has the meaning set forth in Section 13.5(a).

1.34 **Governance Rights.** “Governance Rights” means all of each Member’s rights as a member in the Company other than Financial Rights and the right to assign such Financial Rights.

1.35 **Gross Asset Value.** “Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company is the gross fair market value of such asset, as determined by the Board;

(b) The Gross Asset Values of all Company assets must be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition of additional Units by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member as consideration for Units of Membership Interest; and (iii) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to (i) and (ii) above are to be made only if the Board reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members.

(c) The Gross Asset Value of any Company asset distributed to any Member must be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the Board; and

(d) The Gross Asset Values of Company assets must be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Paragraph 2 of Appendix 1; provided, however, that Gross Asset Values will not be adjusted pursuant to this paragraph (d) to the extent the Board determine that an adjustment pursuant to paragraph (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b), or (d) hereof, such Gross Asset Value must thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and

Losses.

1.36 **Incapacitated; Incapacity.** “Incapacitated” and “Incapacity” mean, with respect to a natural person, (i) such person has been certified in writing by a primary physician attending to such person’s care to be unable, because of illness, condition, or injury, to responsibly manage such person’s property or responsibly conduct such person’s business, financial, or other affairs; (ii) such person has been declared by a court of competent jurisdiction to be temporarily or permanently impaired by reason of mental illness, mental deficiency, physical illness or disability, physical or mental infirmities accompanying advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent of lacking sufficient understanding or capacity to make or communicate responsible decisions or engage in responsible actions; or (iii) such person cannot be located, and no Member has been able to obtain a responsive communication from such person for a consecutive period of sixty (60) days following diligent attempts to contact such person by means of personal contact, telephone, e-mail, text message, U.S. mail, or nationally recognized overnight delivery service.

1.37 **Intellectual Property.** “Intellectual Property” means all intellectual property rights and industrial rights of any type or nature, however denominated, throughout the world, including, without limitation, rights in (a) inventions and discoveries, whether patentable or not, in any jurisdiction, patents, applications for patents (including, without limitation, divisions, continuations, continuations-in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; (b) trademarks, service marks, brand names, certification marks, trade dress, domain names and other indications or origin, the goodwill associated with the foregoing, all common law rights thereto, and registrations in any jurisdiction of, or applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (c) trade secrets; and (d) database rights, design rights and mask works.

1.38 **Involuntary Bankruptcy.** “Involuntary Bankruptcy” means, with respect to any Person, without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation, or the filing of any such petition against such Person which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the property of such Person which order shall not be dismissed within sixty (60) days.

1.39 **Issuance Notice.** “Issuance Notice” has the meaning set forth in Section 10.2.

1.40 **Liquidating Events.** “Liquidating Events” has the meaning set forth in Section 16.1.

1.41 **Major Decision.** “Major Decision” has the meaning set forth in Section 5.3.

1.42 **Majority Vote.** “Majority Vote” means (a) in the case of a vote of the Members, the vote of more than fifty percent (50%) of the total Governance Rights held by the Members entitled to vote, calculated in accordance with the provisions of Section 6.1, and (b) in the case of

a vote of the Board, the vote of more than fifty percent (50%) of the Managers.

1.43 **Manager.** “Manager” means a member of the Board.

1.44 **Managers Schedule.** “Managers Schedule” has the meaning set forth in Section 7.1(c).

1.45 **Members.** “Members” means those Persons set forth on Schedule A attached hereto as may be hereafter amended, together with any additional Members admitted pursuant to the provisions of this Agreement.

1.46 **Membership Interest.** “Membership Interest” means each Member’s interest in the Company, consisting of any of the following: (a) Financial Rights, (b) Governance Rights, and (d) the rights to assign either the Financial Rights and Governance Rights or both as provided herein.

1.47 **Members Schedule.** “Members Schedule” has the meaning set forth in Section 3.77.

1.48 **Net Cash.** “Net Cash” means all cash receipts of the Company, reduced by (i) current expenses, including the payment of interest and principal currently due on any indebtedness of the Company and any loans pursuant to Section 3.9, and (ii) reasonable reserves as may be established by the Board from time to time.

1.49 **Net Equity.** “Net Equity” has the meaning set forth in Section 14.5.

1.50 **New Securities.** “New Securities” shall mean any new type, class, or series of Units not otherwise described in this Agreement, which securities may be designated as classes or series and having different rights provided, that the term shall not include Units issued or sold by the Company in connection with: (i) the conversion or exchange of any securities of the Company into Units, or the exercise of any warrants or other rights to acquire Units; (ii) any acquisition by the Company of any equity interests, assets, properties or business of any Person; (iii) any merger, consolidation or other business combination involving the Company; (iv) the commencement of any public offering or any transaction or series of related transactions involving a Change of Control; (v) any subdivision of Units (by a split of Units or otherwise), payment of Distributions or any similar recapitalization; (vi) any private placement of warrants to purchase Membership Interests to lenders or other institutional investors (excluding the Members) in any arm’s length transaction in which such lenders or investors provide debt financing to the Company; (vii) a joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Company) relating to the operation of the Company’s business and not for the primary purpose of raising equity capital; or (viii) any office lease or equipment lease or similar equipment financing transaction in which the Company obtains from a lessor or vendor the use of such office space or equipment for its business..

1.51 **Non-Exercising Member.** “Non-Exercising Member” has the meaning set forth in Section 10.4.

1.52 **Option Period.** “Option Period” has the meaning set forth in Section 11.4(b).

- 1.53 **Over-allotment Exercise Period.** “Over-allotment Exercise Period” has the meaning set forth in Section 10.4.
- 1.54 **Over-allotment Notice.** “Over-allotment Notice” has the meaning set forth in Section 10.4.
- 1.55 **Partnership Representative.** “Partnership Representative” has the meaning set forth in Section 8.7.
- 1.56 **PDSI.** “PDSI” means Plant Development Services, Inc., an Alabama corporation.
- 1.57 **Percentage Interest.** “Percentage Interest” means the interest of each Member (or, if applicable, the holder of a Financial Right), expressed as a percentage, in Governance Rights or Financial Rights, as applicable.
- 1.58 **Permitted Transfer.** “Permitted Transfer” has the meaning set forth in Section 11.2.
- 1.59 **Person.** “Person” means any individual, partnership, corporation, limited liability company, trust, or other entity.
- 1.60 **Pre-emptive Member.** “Pre-emptive Member” has the meaning set forth in Section 10.1.
- 1.61 **Pro Rata Portion.** “Pro Rata Portion” means, for purposes of Article 10, with respect to any Pre-emptive Member holding Units, on any issuance date for New Securities, a fraction determined by dividing (a) the number of Units on a Fully Diluted Basis owned by such Pre-emptive Member immediately prior to such issuance by (b) the total number of Units on a Fully Diluted Basis held by all of the Members on such date immediately prior to such issuance.
- 1.62 **Proceeding.** “Proceeding” has the meaning set forth in Section 15.1.
- 1.63 **Profits and Losses.** “Profits” and “Losses” means, for each Fiscal Year, an amount equal to the Company’s taxable income or loss for such year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the adjustments specified in paragraph 2.1 of Appendix 1.
- 1.64 **Property.** “Property” means all real property and personal property acquired by the Company, which shall include both tangible and intangible property.
- 1.65 **Proposed Transfer.** “Proposed Transfer” has the meaning set forth in Section 11.4(a).
- 1.66 **Proposed Transferee.** “Proposed Transferee” has the meaning set forth in Section 13.1.
- 1.67 **Prospective Purchaser.** “Prospective Purchaser” has the meaning set forth in Section 10.2.
- 1.68 **Reorganization Plan.** “Reorganization Plan” has the meaning set forth in Section 17.1.

- 1.69 **Required Notice.** “Required Notice” has the meaning set forth in Section 11.4(e).
- 1.70 **Responsible Person.** “Responsible Person” means an individual who is or was a Member or a Manager or officer of the Company.
- 1.71 **Sale Notice.** “Sale Notice” has the meaning set forth in Section 13.3.
- 1.72 **Selling Member.** “Selling Member” has the meaning set forth in Section 13.1.
- 1.73 **Tag-along Member.** “Tag-along Member” has the meaning set forth in Section 13.1.
- 1.74 **Tag-along Notice.** “Tag-along Notice” has the meaning set forth in Section 13.3(b).
- 1.75 **Tag-along Period.** “Tag-along Period” has the meaning set forth in Section 13.4(b).
- 1.76 **Tag-along Portion.** “Tag-along Portion” has the meaning set forth in Section 13.3(a).
- 1.77 **Tag-along Sale.** “Tag-along Sale” has the meaning set forth in 13.1.
- 1.78 **Taxing Authority.** “Taxing Authority” means any federal, state, local or foreign taxing authority.
- 1.79 **Third Party Purchaser.** “Third Party Purchaser” means any Person who, immediately prior to the contemplated transaction, (a) does not directly or indirectly own or have the right to acquire any outstanding Units or (b) is not a Permitted Transferee of any Person who directly or indirectly owns or has the right to acquire any Units.
- 1.80 **Transfer or Transferred.** “Transfer” or “Transferred” means, as a noun, any voluntary or involuntary (by operation of law or otherwise) gift, bequest, transfer, sale, pledge or hypothecation or other disposition and, as a verb, voluntarily or involuntarily (by operation of law or otherwise) to gift, bequest, transfer, sell, pledge or hypothecate or otherwise dispose of. For purposes of illustration and not by means of limitation, Transfer includes dispositions triggered by death, disability, dissolution or other cessation of the existence of a Member, foreclosure, Bankruptcy, and marital dissolution.
- 1.81 **Transferring Member.** “Transferring Member” has the meaning set forth in Section 11.4(a).
- 1.82 **Units.** “Units” means Units of Membership Interests, including (as the context requires) any fractional Unit or Membership Interest associated therewith.
- 1.83 **Voluntary Bankruptcy.** “Voluntary Bankruptcy” means, with respect to any Person, the inability of such Person generally to pay its debts as such debts become due, or an admission in writing by such Person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors; the filing of any petition or answer by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or

seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for such Person or for any substantial part of its property; or corporate action taken by such Person to authorize any of the actions set forth above.

ARTICLE 2 ORGANIZATIONAL MATTERS

2.1 **Name.** The name of the Company is FMC Group, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Board may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

2.2 **Place of Business.** The principal executive office of the Company shall be at such location as determined by the Board and may be changed to such other place as the Board may determine from time to time.

2.3 **Purposes and Powers.** The Company has been formed (a) for the purpose of owning, operating, and investing in a medical cannabis facility licensed in accordance with the laws and regulations of the State of Alabama, and any and all related activities in connection therewith, and (b) to engage in any other business that may lawfully be conducted by a limited liability company under the Alabama LLC Law as approved by the Members. The Company shall have all of the powers granted to a limited liability company under the Alabama LLC Law.

2.4 **Binding on Future Members.** This Agreement is automatically binding on all current and subsequent Members and holders of all or any part of a Unit, regardless of whether such Members or holders execute any written instrument agreeing to be bound by this Agreement.

ARTICLE 3 CAPITAL CONTRIBUTIONS

3.1 **Capital Contributions and Units/Percentage Interests.** The Members have made or, by such date or dates determined by the Board, will make initial Capital Contributions to the Company in the amounts set forth on the Members Schedule. Except as adjusted or revised pursuant to the terms of this Agreement, the number of Units held by each Member and each Member's Percentage Interest in Financial Rights and Governance Rights is set forth for each such Member on the Members Schedule attached hereto. The Company may update the Members Schedule from time to time to reflect the respective ownership interests of the Members, and such updates shall not be deemed amendments to this Agreement.

3.2 **Capital Accounts.** A single Capital Account must be established and maintained for each Member in accordance with Paragraph 3 of Appendix 1.

3.3 **Additional Capital Contributions.** No Member shall be permitted or required to make any Additional Capital Contributions except as expressly required or permitted pursuant to this Agreement or as otherwise approved by the Board. If the Board determines that the Company requires Additional Capital Contributions, then PDSI will be solely responsible for providing the necessary capital for such Additional Capital Contributions. The remaining Members will not be

obligated to make any Additional Capital Contributions. Unless otherwise specified by the Board in the determination regarding Additional Capital Contributions, the Board shall specify the payment date for Additional Capital Contributions upon at least ten (10) days prior written notice to the Members.

3.4 Remedies in Event of Default. In the event that (a) Additional Capital Contributions are required as provided in Section 3.3, and (b) a Member fails to make the contribution required of him, her, or it on or before the thirtieth (30th) calendar day following the due date specified by the Board, the Percentage Interests of the Members representing Financial Rights shall be recomputed and reduced effective as of the due date of such Additional Capital Contributions. Further, upon approval by the Board, some or all of the contributing Members may elect to contribute the capital that was to be contributed by the defaulting Member. In any such event, the Percentage Interests representing Financial Rights and Governance Rights of each Member will be adjusted on a pro rata basis to account for the Additional Capital Contributions made by the contributing Members.

3.5 No Interest or Right to Withdraw. No Member has the right to withdraw or receive a return of such Member's Capital Contributions, or to receive any specific property of the Company, except as specifically provided in this Agreement. The Company shall not pay any interest on Capital Contributions or on balances in Capital Accounts.

3.6 Nature of Obligations. No creditors of the Company or other third parties shall have any rights, as third party beneficiaries or otherwise, to compel any Capital Contributions. The Company may not assign any obligation of Members to make Capital Contributions under this Article 33 to any creditor or other third party.

3.7 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. Each type, class or series of Units shall have the privileges, preference, duties, liabilities, obligations and rights, including voting rights, if any, set forth in this Agreement with respect to such type, class or series. The Board shall maintain a schedule of all Members, their respective mailing addresses and the amount and series of Units held by them (the "Members Schedule"), and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A.

3.8 Statements of Units. Within five (5) Business Days after the written request of any Member, the Board shall provide to such Member a written statement of the particular Units owned by such Member as of the time the Company makes such written statement. Such statement of Units is not a certificated security, a negotiable instrument, nor a bond or stocks, and cannot be a vehicle by which any transfer of any Member's Units may be effected.

3.9 Loans. Any Member may, with the approval of the Board, lend or advance money to the Company. If any Member makes any loan to the Company or advances money on its behalf, the amount of any such loan or advance will not be treated as a contribution to the capital of the Company but as debt due from the Company. The amount of any such loan or advance by a lending Member is repayable out of the Company's cash and shall bear interest at the rate agreed

upon between the Company and the lending Member. None of the Members are obligated to make any loan or advance to the Company.

ARTICLE 4
ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations.** After giving effect to the special allocations set forth in Appendix 1, Profits and Losses for each Fiscal Year must be allocated to the Members as follows:

(a) First, one hundred percent (100%) of Profits will be allocated to PDSI until such time that PDSI has received distributions equal to PDSI's Capital Contributions.

(b) Thereafter, Profits and Losses will be allocated to the Members in accordance with their Percentage Interests representing Financial Rights.

4.2 **Distributions.**

(a) In General.

(i) Subject to Section 4.2(a)(ii) and Section 4.2(b), the Board may from time to time authorize the distribution of a portion of Net Cash to the Members. The Board shall have sole discretion regarding the amounts and timing of Distributions to Members, including to decide to forego payment of Distributions in order to provide for the retention and establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company.

(ii) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to Members if such Distribution would violate the Alabama LLC Law or other Applicable Law.

(b) Distributions of Net Cash. Subject to the priority of Distributions pursuant to Section 14.2, if applicable, all Distributions determined to be made by the Board pursuant to Section 4.2 shall be made to the Members as follows:

(i) First, PDSI will be entitled to one hundred percent (100%) of all Distributions of Net Cash until all of PDSI's Capital Contributions have been returned to PDSI.

(ii) Thereafter, Net Cash will be distributed to all of the Members in accordance with their Percentage Interests representing Financial Rights.

(c) Tax Advances. Subject to any restrictions in any of the Company's then applicable debt-financing arrangements, and subject to the Board's sole discretion to retain any other amounts necessary to satisfy the Company's obligations, the Company shall use commercially reasonable efforts to distribute before the seventy-fifth (75th) day of the next succeeding Fiscal Year cash in proportion to and to the extent of each Estimated Tax Amount. Any distributions made pursuant to this Section 4.2(c) shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 4.2(a) and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 4.2(a).

(d) Distributions in Kind. The Board is hereby authorized, in its sole discretion, to make distributions to the Members in the form of securities or other property held by the Company; provided, that tax advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to Section **Error! Reference source not found.**

ARTICLE 5 MANAGEMENT; OFFICERS

5.1 **Management of the Company.** Subject to the terms of this Agreement, the Board, on behalf of the Members, shall have the exclusive right and authority to manage and control the business and affairs of the Company, and shall possess all rights and powers of a “manager” of a limited liability company as provided in the Alabama LLC Law and otherwise by law. Except as otherwise expressly provided in this Agreement, the Board shall make all decisions of the Company by Majority Vote. The Board has the right to designate one or more committees to assist in the performance of its duties and the right to appoint officers and delegate authority to such officers to conduct the day-to-day operations of the Company.

5.2 **Individual Member Authority.** Except as expressly authorized by the Board, no Member, as a Member, has the power to act as an agent of the Company. Each Member, other than a Member who is a Manager or officer of the Company acting within the scope of such Manager’s or officer’s authority, shall indemnify the Company for any costs or damages incurred by the Company as a result of any action by said Member to act for, or to undertake or assume, any unauthorized obligation, debt, duty or responsibility on behalf of, any other Member or the Company. The Company’s credit and assets are to be used solely for the benefit of the Company, and no Member shall transfer or encumber any asset of the Company for or in payment of any individual obligation of a Member.

5.3 **Major Decisions.** Notwithstanding any other provision herein, the following decisions require approval by a Majority Vote of the Members (each a “Major Decision”):

- (a) removing a Manager as described in Section 7.2;
- (b) admitting additional Members as described in Section 9.1;
- (c) dissolving the Company as described in Section 16.1;
- (d) amending this Agreement as described in Section 20.2;
- (e) the sale or transfer of any portion of the assets of the Company in excess of \$100,000;
- (f) the sale of substantially all of the assets of the Company;
- (g) entering into a real property purchase or lease agreement;

- (h) incurring any debt in excess of \$100,000 other than ordinary trade debt;
- (i) responding to or engaging with any regulatory agency or governmental body regarding a possible violation of any law or regulation, other than the duties and authorization applicable to the Partnership Representative described in Section 8.7;
- (j) initiating or entering into any legal proceeding or settlement agreement;
- (k) any act in contravention of this Agreement;
- (l) any act which would make it impossible to carry on the ordinary business of the Company; and
- (m) any matter requiring such approval under the Alabama LLC Law.

5.4 **Officers.** The Board shall fix the number of officers of the Company, and shall elect individuals to serve in such positions, from time to time. The initial officers of the Company are a President and a Secretary, who are those persons set forth on Schedule B hereto. Each officer holds office until his or her successor has been duly elected and qualified by the Board. Officers need not be residents of the State of Alabama or Members of the Company. The Board may, from time to time, appoint new or substitute officers and may, from time to time and without cause, remove any one or more of the officers. The Board may, at any time, eliminate any officer position. Any officer may, at any time and upon thirty (30) days prior written notice to the Board, resign as an officer, but such resignation will not affect his or her status, if any, as a Member. The officers shall carry out duties as delegated by the President or prescribed by the Board upon their election.

5.5 **President.** Subject to the provisions of this Agreement, the President is responsible for the daily management and control of the Company's business affairs. Except for the powers reserved to the Board or Members by this Agreement, the Certificate, or the Alabama LLC Law, the President has all the rights and powers prescribed herein and in the Alabama LLC Law, and all rights and powers necessary or advisable in the discharge of the duties of the President under this Agreement.

5.6 **Secretary.** The Secretary has the following duties: (a) keeping accurate membership records for the Company; (b) maintaining records of and, whenever necessary, certify all proceedings of the Members or committees of the Company; (c) receiving notices required to be sent to the Secretary and keep a record of such notices in the records of the Company; and (d) performing other duties prescribed herein or by the Board or the President.

5.7 **Compensation of Officers.** The Company shall pay such compensation, if any, to each officer as shall be approved by the Board.

5.8 **Dealing With Affiliates.** Subject to any additional requirements of the Alabama LLC Law, the Company may acquire property or services from, and have other transactions with, a Member, an immediate family member of a Member, or any Affiliate of a Member, provided that: (a) the funds of the Company are not commingled with that of a Member or an Affiliate; and (b) all transactions between the Company and a Member or an Affiliate are (i) commercially

reasonable, (ii) evidenced in writing, and (iii) approved by the Board.

ARTICLE 6 METHOD OF VOTING; MEMBERS MEETINGS

6.1 **General.** Actions and decisions requiring the approval of the Members must be authorized or made by a Majority Vote taken at a meeting of the Members. Neither Breaching Members nor Incapacitated Members are entitled to vote on any matters, call meetings, or act as proxies, and their consent is not required for any purpose under this Agreement; provided, however, that the foregoing rights shall be restored to a Breaching Member or an Incapacitated Member upon cure of such breach or removal of such Incapacity to the reasonable satisfaction of the Board. The voting power held by Breaching Members and Incapacitated Members is excluded for purposes of determining the affirmative vote required for decisions or actions to be taken hereunder by the Members.

6.2 **Votes of the Members.** Where a vote of the Members is required, each Member may vote such Member's Units in such Member's individual capacity, and has no fiduciary responsibility to any other Member with respect to any such votes.

6.3 **Calling Meetings.** The Board or any Member or Members holding, in the aggregate, more than ten percent (10%) of the Percentage Interests in respect of Governance Rights may call a meeting to consider approval of an action or decision by delivering to each other Member notice of the time and purpose of such meeting at least three (3) Business Days before the day of such meeting. A Member may waive the requirement of notice of a meeting either by attending the meeting or executing a written waiver before or after the meeting.

6.4 **Telephonic Meetings.** Any action permitted or required by the Alabama LLC Law, the Certificate, or this Agreement to be taken at a meeting of the Members may be taken at a meeting conducted by telephone or other means permitting all participants to simultaneously hear each other. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

6.5 **Written Consent In Lieu Of Meeting.** Notwithstanding Section 6.1, the Board or any Member may propose that the Company authorize an action or decision by written consent of the Members without a meeting of the Members. For such proposed action on written consent to be a valid and binding action of the Company, the action must be approved by Members with voting power equal to the voting power that would be required to take the same action at a meeting of the Members at which all voting Members were present. A Member's written consent may be evidenced by such Member's signature on a counterpart of the proposal or by a separate writing (including a facsimile or electronic mail) that identifies the proposal with reasonable specificity and states that such Member consents to such proposal. Prompt written notice of the taking of any action by less than unanimous consent shall be given to those Members with voting power who have not consented in writing to such action.

6.6 **Vote by Proxy.** A Member may vote (or execute a written consent) by proxy given to any other Member. Any such proxy must be in writing and must identify the specific meeting or matter to which the proxy applies or state that it applies to all matters (subject to specified

reservations, if any) coming before the Members for approval prior to a specified date (which may not be later than the first anniversary date of the date on which such proxy is given). Any such proxy is revocable at any time and is not effective at any meeting at which the Member giving such proxy is present.

6.7 **Records.** The Company shall maintain permanent records of all actions taken by the Members, including, without limitation, minutes of all Company meetings, copies of all actions taken by written consent of the Members, and copies of all proxies pursuant to which one Member votes or executes a consent on behalf of another.

ARTICLE 7 BOARD OF MANAGERS

7.1 Number, Election and Term.

(a) The initial Board shall consist of four (4) Managers. The Managers shall be elected by Majority Vote of the Members. Each Manager shall serve as a Manager for one (1) year terms, or until such time as his or her successor has been duly elected and qualified, or until his or her death, disability, removal, Incapacity, or resignation. Managers may succeed themselves and may serve successive terms. Managers need not be residents of the State of Alabama or Members of the Company. The number of Managers may be increased or decreased from time to time by Majority Vote of the Members.

(b) In the event that a vacancy is created on the Board at any time due to the death, disability, removal, Incapacity, or resignation of a Manager, then the Members may elect a replacement by Majority Vote of the Members.

(c) The Board shall maintain a schedule of all Managers with their respective mailing addresses (the "Managers Schedule"), and shall update the Managers Schedule upon the removal or replacement of any Manager in accordance with this Agreement. A copy of the Managers Schedule as of the execution of this Agreement is attached hereto as Schedule C.

7.2 **Removal and Resignation.** A Manager may be removed or replaced at any time from the Board by Majority Vote of the Members, with or without cause. A Manager may resign at any time from the Board by delivering his or her written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

7.3 **Method of Voting; Calling Meetings.** Actions and decisions requiring the approval of the Board must be authorized or made by a Majority Vote taken at a meeting of the Board. Any Manager may call a meeting of the Board by delivering to each Manager notice of the time and purpose of such meeting at least two (2) Business Days before the day of such meeting. A Manager may waive the requirement of notice of a meeting either by attending the meeting or executing a written waiver before or after the meeting.

7.4 **Telephonic Meetings.** Any action permitted or required by the Alabama LLC Law, the Certificate, or this Agreement to be taken at a meeting of the Board may be taken at a meeting

conducted by telephone or other means permitting all participants to simultaneously hear each other. A Manager participating in a meeting by this means is deemed to be present in person at the meeting.

7.5 Written Consent In Lieu Of Meeting. Notwithstanding Section 7.3, any Manager may propose that the Company authorize an action or decision by written consent of the Managers without a meeting of the Board. For such proposed action on written consent to be a valid and binding action of the Company, the action to be taken must be approved by all Managers with voting power equal to the voting power that would be required to take the same action at a meeting of the Board at which all Managers were present. A Manager's written consent may be evidenced by his or her signature on a counterpart of the proposal or by a separate writing (including a facsimile or electronic mail) that identifies the proposal with reasonable specificity and states that such Manager consents to such proposal. Prompt written notice of the taking of any action by less than unanimous written consent of the Managers shall be given to those Managers who have not consented in writing to such action.

7.6 Records. The Company shall maintain permanent records of all actions taken by the Board, including, without limitation, minutes of all Board meetings and copies of all actions taken by written consent of the Board.

7.7 No Proxies. Managers may not grant proxies regarding votes by the Board to any other Person, including another Manager.

ARTICLE 8 TAX, ACCOUNTING, BOOKS AND RECORDS

8.1 Books and Records. The Company shall maintain at its principal executive office books of account for the Company which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Company business.

8.2 Accounting. Unless otherwise recommended by the Company's independent certified public accountant and permitted by law, the Company shall use the accrual method of accounting in preparation of its annual reports and for tax purposes and shall keep its books accordingly.

8.3 Right of Inspection. Each Member has the right, at such Member's sole expense, after providing notice to all other Members and the Board, to examine, copy, and audit the Company's books and records. Notwithstanding the foregoing, the Board may set such limits (such as requiring such rights to be exercised only during normal business hours) to this right as are consistent with the Alabama LLC Law and reasonably necessary to prevent disruption to the Company's business operations.

8.4 Reports.

(a) Within ninety (90) days after the end of each Fiscal Year, the Company shall use its best efforts to provide each Person who was a Member at any time during such Fiscal Year with a Form K-1 and a statement of the Members' Capital Accounts and changes therein for such Fiscal Year.

(b) Within twenty five (25) days after the end of each fiscal quarter, the Company shall provide each Member with internally prepared quarterly financial statements of the Company, consisting of a balance sheet and related statements of income, retained earnings, and cash flow.

(c) Within sixty (60) days after the end of each Fiscal Year, the Company shall provide each Member with preliminary annual financial statements of the Company, and final annual financial statements of the Company within one hundred twenty (120) days after the end of each Fiscal Year.

(d) Within fifteen (15) days after the end of each Fiscal Year, the Company shall provide each Member with all budgets, financial plans, or other material plans of the Company.

8.5 Tax Characterization and Tax Returns.

(a) The Members acknowledge that the Company is treated as a partnership for federal tax purposes. All provisions of this Agreement and the Certificate are to be construed so as to preserve the Company's tax status as a partnership.

(b) The Company shall furnish each Member with a copy of each income tax return filed by the Company, together with any schedules or other information that each Member may need in connection with such Member's own tax affairs.

8.6 **Special Basis Adjustment.** Unless approved by Majority Vote of the Members, the Company shall not make an election to adjust the basis of the Company's property in the manner provided in Sections 734(b) and 743(b) of the Code.

8.7 Partnership Representative.

(a) The Members hereby appoint the "Partnership Representative" (within the meaning of Code Section 6223) for the Company designated on Schedule B. The Partnership Representative shall serve until the earlier of his or her death, disability, removal, Incapacity, or resignation. The Partnership Representative may resign at any time by giving thirty (30) days written notice to the Members. The Members may remove the Partnership Representative and appoint a new Partnership Representative at any time by a Majority Vote. If a Partnership Representative ceases to be the Partnership Representative for any reason, the Members shall designate a new Partnership Representative by Majority Vote.

(b) The Members agree that, if the Company receives an FPAA Notice that would, with the passing of time, result in an "imputed underpayment" imposed on the Company as that term is defined in Code Section 6225, then, any Member may, or may cause the Company (by directing the Partnership Representative or otherwise) to elect pursuant to Code Section 6226, and comply with all of the requirements and procedures required in connection with such election, to make inapplicable to the Company the requirement in Code Section 6225 (as amended by the Budget Act) to pay the "imputed underpayment" as that term is used in that section; provided however, that if any Member objects in writing to such election, and provides an alternative to the Code Section 6226 election that is materially more favorable to such Member and no less favorable to the other Members, then the Company shall in good faith

pursue such alternative so long as it can be implemented without jeopardizing the Member's rights to the Code Section 6226 election and so long as the Board determines that such alternative does not impose additional financial or administrative burdens on the Company.

(c) To the extent permitted by Applicable Law, and at the request of the Members by Majority Vote, the Partnership Representative shall elect pursuant to Code Section 6221(b), and comply with all of the requirements and procedures required in connection with such election, to have the provisions of Subchapter C of Chapter 63 of the Code not apply to the Company; provided, however, that the obligation to make such election shall be contingent upon the parties, based on their good faith efforts, agreeing to terms and conditions that, to the greatest extent possible, preserve the rights and liabilities of the parties set forth in this Section 8.7.

(d) The Partnership Representative shall be entitled to reimbursement by the Company for all reasonable costs and expenses incurred by it in connection with the performance of the obligations hereunder and shall be indemnified by the Company with respect to any action brought against it in connection with any judgment in or settlement of any examination or judicial or administrative proceeding. Any Member who enters into a settlement agreement with respect to any Company tax item shall notify the Partnership Representative of such settlement agreement and its terms within thirty (30) days after the date of such settlement.

(e) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by Taxing Authorities and any resulting proceedings. Each Member agrees that any reasonable action taken by the Partnership Representative in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company. The Members agree to provide information reasonably necessary to comply with or defend any tax examination or proceeding.

(f) **Income Tax Elections.** Except as otherwise provided in this Agreement, the Partnership Representative shall, following consultation with the Company's independent certified public accountant and approval of the Board, make any reasonable and advisable income tax elections on behalf of the Company; provided, that the Partnership Representative will make an election under Section 754 of the Code, if requested in writing by Members holding a majority of the outstanding common Units.

(g) **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. The Partnership Representative shall, following consultation with the Company's independent certified public accountant and approval of the Board, determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority, subject to the limitations contained in this

Agreement.

ARTICLE 9 ADDITIONAL MEMBERS

9.1 **Admission.** The Company may, from time to time, admit additional Members upon the Majority Vote of the Members.

9.2 **Percentage Interests.** Upon the admission of an additional Member, the Company, upon the Majority Vote of the Members, shall determine the Units (including the consideration/contribution required therefor) to be issued to such additional Member.

9.3 **Admission Procedure.** No Person can be admitted as an additional Member unless such Person executes, acknowledges, and delivers to the Company such instruments as the Company may deem necessary or advisable to effect the admission of such Person as an additional Member, including, without limitation, the written acceptance and adoption by such Person of the provisions of this Agreement. Schedule A may be revised from time to time to reflect the admission of additional Members and such Members' Financial Rights and Governance Rights, and such revisions shall not be deemed amendments to this Agreement.

ARTICLE 10 PRE-EMPTIVE RIGHTS

10.1 **Issuance of New Securities.** The Company hereby grants to each holder of Units (each, a "Pre-emptive Member") the right to purchase his, her, or its Applicable Pro Rata Portion of any New Securities that the Company may from time to time propose to issue or sell to any party.

10.2 **Additional Issuance Notices.** The Company shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in Section 10.1 to the Pre-emptive Members within five (5) days following any meeting of the Board at which any such issuance or sale is approved. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase New Securities (a "Prospective Purchaser") and shall set forth the material terms and conditions of the proposed issuance or sale, including:

(a) the number and description of the New Securities proposed to be issued and the percentage of the Company's Units then outstanding on a Fully Diluted Basis (both in the aggregate and with respect to each class or series of Units proposed to be issued) that such issuance would represent;

(b) the proposed issuance date, which shall be at least twenty (20) days from the date of the Issuance Notice;

(c) the proposed purchase price per unit of the New Securities; and

(d) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Board's good-faith determination of the Fair Market Value thereof.

The Issuance Notice shall also be accompanied by a current copy of the Members Schedule

indicating the Pre-emptive Members' holdings of Units in a manner that enables each Pre-emptive Member to calculate its Pro Rata Portion.

10.3 Exercise of Pre-emptive Rights. Each Pre-emptive Member shall for a period of ten (10) days following the receipt of an Issuance Notice (the "Exercise Period") have the right to elect irrevocably to purchase all or any portion of such Pre-emptive Member's Pro Rata Portion of any New Securities, at the respective purchase prices set forth in the Issuance Notice by delivering a written notice to the Company (an "Acceptance Notice") specifying the number of New Securities that the Pre-emptive Member desires to purchase. The delivery of an Acceptance Notice by a Pre-emptive Member shall be a binding and irrevocable offer by such Pre-emptive Member to purchase the New Securities described therein. The failure of a Pre-emptive Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of such Pre-emptive Member's rights under Section 10.1 with respect to the purchase of such New Securities, but shall not affect such Pre-emptive Member's rights with respect to any future issuances or sales of New Securities.

10.4 Over-allotment. No later than five (5) days following the expiration of the Exercise Period, the Company shall notify each Pre-emptive Member in writing of the number of New Securities that each Pre-emptive Member has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "Over-allotment Notice"). Each Pre-emptive Member exercising its rights to purchase such Pre-emptive Member's Applicable Pro Rata Portion of the New Securities in full (an "Exercising Member") shall have a right of over-allotment such that if any other Pre-emptive Member has failed to exercise his, her, or its right under Section 10.1 to purchase his, her, or its full Applicable Pro Rata Portion of the New Securities (each, a "Non-Exercising Member"), the Exercising Member may purchase his, her, or its Applicable Pro Rata Portion of such Non-Exercising Member's allotment by giving written notice to the Company within five (5) days of receipt of the Over-allotment Notice (the "Over-allotment Exercise Period").

10.5 Sales to the Prospective Purchaser. Following the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period, the Company shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Pre-emptive Members declined to exercise the pre-emptive right set forth in Section 10.1 on terms no less favorable to the Company than those set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced); provided, that: (a) such issuance or sale is closed within twenty (20) days after the expiration of the Exercise Period and, if applicable, the Over-allotment Exercise Period (subject to the extension of such twenty (20) day period for a reasonable time not to exceed forty (40) days to the extent reasonably necessary to obtain any third-party approvals); and (b) for the avoidance of doubt, the price at which the New Securities are sold to the Prospective Purchaser is at least equal to or higher than the purchase price described in the Issuance Notice. In the event the Company has not sold such New Securities within such time period, the Company shall not thereafter issue or sell any New Securities without first again offering such securities to the Members in accordance with the procedures set forth in this Article 10.

10.6 Closing of the Issuance. The closing of any purchase by any Pre-emptive Member shall be consummated concurrently with the consummation of the issuance or sale described in the

Issuance Notice. Upon the issuance or sale of any New Securities in accordance with this Article 10, the Company shall deliver the New Securities free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Company shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the Exercising Members and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. The Company, in the discretion of the Board, may deliver to each Exercising Member certificates evidencing the New Securities. Each Exercising Member shall deliver to the Company the purchase price for the New Securities purchased by such Exercising Member by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, without limitation, entering into such additional agreements as may be necessary or appropriate.

ARTICLE 11 TRANSFER OF UNITS

11.1 Restrictions on Transfer. No Member shall Transfer such Member's Units or Membership Interests, except as expressly permitted in this Article 11. Any purported Transfer of a Unit or Membership Interest other than one permitted by this Article 11 is null and void and of no force or effect. Furthermore, notwithstanding any provision of this Agreement to the contrary, the Transfer of a Unit or Membership Interest to any Person other than the Company or a Member will not be permitted if (a) the Unit or Membership Interest sought to be Transferred, when added to the total of all other Units and Membership Interests Transferred within the period of twelve (12) consecutive months ending with the proposed date of the Transfer, results in the termination of the Company under Section 708 of the Internal Revenue Code, (b) such Transfer would cause the Company to have more than 100 "partners" within the meaning of Treasury Regulation Section 1.7704-1(h), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3) (as administered by the Internal Revenue Service), or (c) such Transfer would violate applicable federal and state laws.

11.2 Permitted Transfers. Subject to the conditions set forth in Section 11.3, a Member may Transfer such Member's Units (any such Transfer being referred to in this Agreement as a "Permitted Transfer") upon approval of the Board after full disclosure by such Member to the Board of the material terms of the proposed transaction.

11.3 Conditions to Permitted Transfers. The following are conditions precedent to any Permitted Transfer:

(a) Except in the case of a Transfer involuntarily by operation of law, the transferor and transferee shall execute and deliver to the Company such documents and instruments of conveyance as may be necessary or appropriate in the opinion of counsel to the Company to effect such Transfer. In the case of a Transfer of a Unit involuntarily by operation of law, the Transfer shall be confirmed by presentation to the Company of legal evidence of such Transfer, in form and substance satisfactory to counsel to the Company. In all cases, the transferor and transferee shall reimburse the Company for all costs and expenses that it reasonably incurs in connection with such Transfer.

(b) Upon request by the Company, the transferor and transferee shall furnish the Company with the transferee's taxpayer identification number, sufficient information to determine the transferee's initial tax basis in the Units transferred, and any other information reasonably necessary to permit the Company to file all required federal and state tax returns and other legally required information statements or returns. Without limiting the generality of the foregoing, the Company is not required to make any distribution otherwise provided for in this Agreement with respect to any transferred Units until it has received such information.

(c) If the Permitted Transfer is in the form of a pledge or encumbrance of all or any part of a Member's Units as security for the payment of a debt, any such pledge or encumbrance must be made pursuant to a pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Agreement, including, without limitation, this Article 11.

(d) If, pursuant to the terms of any loan agreement, security agreement, deed of trust or other agreement existing at any time between the Company and any lender, the approval of such lender is required prior to the Transfer of a Unit, then, notwithstanding any provision of this Agreement to the contrary, no such Transfer will be effective until all required approvals and/or consents of any such lender have been obtained. Likewise, if such Transfer made without necessary approvals would cause the Company to be in violation of the terms of the partnership agreement of any partnership in which the Company is then a partner, the shareholders' agreement of any corporation in which the Company is a shareholder, or the certificate of formation or limited liability company agreement of any other limited liability company in which the Company is a member, or any comparable agreement, the required approvals of all necessary parties to such Transfer must be obtained before such Transfer shall become effective.

11.4 Right of First Refusal on Certain Transfers for Value. In addition to the Permitted Transfers, a Member may Transfer all or any portion of such Member's Units to a Person for value as follows:

(a) At least thirty (30) days prior to the date that the proposed Transfer is to occur, the Member seeking to Transfer all or part of such Member's Units (the "Transferring Member") shall send written notice (the "Required Notice") to the Company setting forth the material terms of the proposed Transfer (the "Proposed Transfer"), including a description of Units to be transferred, price, payment terms, and the identity of the transferee. For five (5) days thereafter, the Company may request reasonable evidence from the Transferring Member that the Proposed Transfer will be made pursuant to a bona fide offer from the transferee, which evidence the Transferring Member must furnish no later than five (5) days after the request is made.

(b) For the period ("Option Period") commencing with the date on which the Required Notice was sent and ending thirty (30) days thereafter (which period is automatically extended by one day for each day in excess of five (5) that the Transferring Member fails to comply with a request for reasonable evidence of the offer), the Company has the option to purchase the Units that are the subject of the Proposed Transfer for the same price and upon the same terms and conditions as described in the Required Notice. Written notice of the intent to exercise the option must be delivered to the Transferring Member not later than seven (7) days prior to the expiration of the Option Period. If the Company decides not to exercise its option

during the remainder of the Option Period, one or more Members other than the Transferring Member may indicate their intent to exercise the option on their own behalf by delivery of written notice to the Transferring Member, and if more than one Member desires to exercise said option, each participating Member can purchase a portion of the Transferring Member's Units in the same proportion as the Members' Percentage Interests representing Governance Rights, calculated by including only the Percentage Interests owned by the participating Members. If the option is exercised by either the Company or the Members, the Company or the Members, as the case may be, shall consummate the purchase not later than thirty (30) days after the expiration of the Option Period.

(c) Notwithstanding the stipulation in Section 11.4(b) that the Company or the Members acquire the Units that are the subject of the Proposed Transfer upon the same terms and conditions as described in the Required Notice, if any of the consideration proposed to be paid by the transferee is not cash or a cash equivalent, the Board, in its sole reasonable judgment, may determine the cash value of such consideration, and the Company or the Members may pay cash equal to such cash value in lieu of such consideration when consummating the purchase of the Units.

(d) If neither the Company nor the Members exercise the foregoing option prior to the expiration of the Option Period, the Transferring Member may thereafter consummate the Proposed Transfer with the transferee upon terms and conditions that are not less favorable to the Transferring Member than were described in the Required Notice. If the Proposed Transfer is not consummated within thirty (30) days after the expiration of the Option Period, the Transferring Member shall not make a Transfer without again offering the Units to the Company and the Members in accordance with this Section 11.4.

(e) No Member may give any notice or request initiating the procedures contemplated by Section 11.4 while any other notice, purchase or Transfer is pending under Section 11.4 or after a Liquidating Event has occurred. The Members that are not Breaching Members are not required to offer any portion of their Units pursuant to Section 11.4 to a Breaching Member during the period that the Company is pursuing any remedy specified in Article 14 with respect to such Member's status as a Breaching Member.

11.5 Admission of Substituted Members. Concurrently with the other provisions of this Article 11, a transferee of a Unit that includes Governance Rights may be admitted to the Company as a substituted Member only upon satisfaction of all the following conditions:

(a) Such admission has been approved by the vote required to approve a Transfer to the transferee pursuant to Section 11.2.

(b) The transferee of the Unit (other than a transferee that was a Member prior to the Transfer) has, by written instrument in form and substance reasonably satisfactory to the Company, assumed the obligations of the transferor Member under this Agreement with respect to the Transferred Unit.

(c) If required by the Company, the transferor or transferee has reimbursed the Company for all reasonable legal, filing, and other out-of-pocket costs that the Company has

incurred in connection with the admission of the transferee as a Member with respect to the Transferred Unit.

(d) Except in the case of a Transfer involuntarily by operation of law, if required by the Company, the transferee (other than a transferee that was a Member prior to the Transfer) has delivered to the Company evidence satisfactory to the Company in its sole discretion of the authority of such Person to become a Member and to be bound by all of the terms and conditions of this Agreement.

11.6 Rights of Unadmitted Assignees. A Person who acquires all or part of a Unit but who is not admitted as a substituted Member pursuant to Section 11.5 is entitled only to allocations and distributions with respect to such Unit in accordance with this Agreement, and has no right to any information or accounting of the affairs of the Company, is not entitled to inspect the books or records of the Company, and has no voting rights or any other rights of a Member under the Alabama LLC Law or this Agreement.

11.7 Distributions and Allocations in Respect of Transferred Units. If any Units are Transferred during any Fiscal Year in compliance with the provisions of this Article 11, Profits, Losses, each item thereof, and all other items attributable to the Transferred Units for such Fiscal Year must be divided and allocated between the transferor and the transferee by taking into account their varying interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Board. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Transfer no later than the end of the calendar month during which it is given notice of the consummation of such Transfer; provided, that if the Company does not receive a notice stating the date such Units were transferred and such other information as the Board may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Transfer occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the Units on the last day of such Fiscal Year.

ARTICLE 12 DRAG-ALONG RIGHTS

12.1 Participation. If one or more Members holding no less than a Majority of all the Units (such Member or Members, the “Dragging Member”), proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a “Drag-along Sale”), the Dragging Member shall have the right, after delivering the Drag-along Notice in accordance with Section 12.3 and subject to compliance with Section 12.3, to require that each other Member (each, a “Drag-along Member”) participate in such sale in the manner set forth in Section 12.2.

12.2 Sale of Units. Subject to compliance with Section 12.4:

(a) If the Drag-along Sale is structured as a sale resulting in a Majority of the Units of the Company on a Fully Diluted Basis being held by a Third Party Purchaser, then each Drag-along Member shall sell, with respect to each class or series of Units proposed by the Dragging

Member to be included in the Drag-along Sale, the number of Units of such class or series equal to the product obtained by multiplying (i) the number of applicable Units on a Fully Diluted Basis held by such Drag-along Member by (ii) a fraction (x) the numerator of which is equal to the number of applicable Units on a Fully Diluted Basis that the Dragging Member proposes to sell in the Drag-along Sale and (y) the denominator of which is equal to the number of all Units on a Fully Diluted Basis held by the Dragging Member at such time; and

(b) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company or as a merger, consolidation, recapitalization, or reorganization of the Company, then notwithstanding anything to the contrary in this Agreement, each Drag-along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction.

12.3 Sale Notice. The Dragging Member shall exercise such Dragging Member's rights pursuant to this Article 12 by delivering a written notice (the "Drag-along Notice") to the Company and each Drag-along Member no more than ten (10) days after the execution and delivery by all of the parties thereto of the definitive agreement entered into with respect to the Drag-along Sale and, in any event, no later than twenty (20) days prior to the closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Members' rights and obligations hereunder and shall describe in reasonable detail:

(a) The name of the person or entity to whom such Units are proposed to be sold;

(b) The proposed date, time and location of the closing of the sale;

(c) The number of each class or series of Units to be sold by the Dragging Member, the proposed amount of consideration for the Drag-along Sale and the other material terms and conditions of the Drag-along Sale, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof and including, if available, the purchase price per Unit of each applicable class or series; and

(d) A copy of any form of agreement proposed to be executed in connection therewith.

12.4 Conditions of Sale. The obligations of the Drag-along Members in respect of a Drag-along Sale under this Article 12 are subject to the satisfaction of the following conditions:

(a) The consideration to be received by each Drag-along Member shall be the same form and amount of consideration to be received by the Dragging Member per Unit of each applicable class or series and the terms and conditions of such sale shall, except as otherwise provided in Section 12.4(c), be the same as those upon which the Dragging Member sells such Dragging Member's Units;

(b) If the Dragging Member or any Drag-along Member is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Members; and

(c) Each Drag-along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Dragging Member makes or provides in connection with the Drag-along Sale; provided, that each Drag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents, enforceability of such documents against the Drag-along Member, and other matters relating to such Drag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Dragging Member and each Drag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-along Member in connection with the Drag-along Sale.

12.5 Cooperation; Appointment of Attorney-in-Fact. Each Drag-along Member shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 12.4(c). In furtherance of the foregoing obligations, each Member appoints the Company, through its secretary or such other officer as the Board may designate, as the Member's agent and attorney-in-fact during the term of this Agreement, with full power of substitution, for the purpose of carrying out and consummating any Drag-along Sale and taking any and all actions and executing any and all instruments (including, without limitation, conveyances, assignments, and transfers of Units) which are or may be necessary or advisable to accomplish the Drag-along Sale, which appointment as agent and attorney-in-fact is coupled with an interest, is irrevocable, does not terminate on a Member's Incapacity or death, and continues for as long as this Agreement is in effect.

12.6 Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-along Members), to the extent not paid or reimbursed by the Company or the Third Party Purchaser, shall be shared by the Dragging Member and all the Drag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Drag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-along Sale.

ARTICLE 13 TAG-ALONG RIGHTS

13.1 Participation. Subject to the terms and conditions specified in Article 11, if any Member (the "Selling Member") proposes to Transfer any of its Units to any Person (a "Proposed Transferee"), each other Member (each, a "Tag-along Member") shall be permitted to participate in such sale (a "Tag-along Sale") on the terms and conditions set forth in this Article 13.

13.2 Application of Transfer Restrictions. The provisions of this Article 13 shall only apply to Transfers in which:

- (a) The Company and Members have not exercised their rights in full under Section 11.4 to purchase all of the Units offered under Section 11.4; and
- (b) The Dragging Member has elected to not exercise its drag-along right under Article 12.

13.3 Sale Notice. Prior to the consummation of any Transfer of Units qualifying under Section 13.2, and after satisfying its obligations pursuant to Section 11.4, the Selling Member shall deliver to the Company and each other Member holding Units written notice (a "Sale Notice") of the proposed Tag-along Sale as soon as practicable following the expiration of the period of time set forth in Section 11.4, and in no event later than five (5) days thereafter. The Sale Notice shall make reference to the Tag-along Members' rights hereunder and shall describe in reasonable detail:

- (a) The aggregate number of Units the Proposed Transferee has offered to purchase;
- (b) The identity of the Proposed Transferee;
- (c) The proposed date, time, and location of the closing of the Tag-along Sale;
- (d) The purchase price per applicable Unit (which shall be payable solely in cash or cash equivalents) and the other material terms and conditions of the Transfer; and
- (e) A copy of any form of agreement proposed to be executed in connection therewith.

13.4 Exercise of Tag-along Right.

(a) The Selling Member and each Tag-along Member timely electing to participate in the Tag-along Sale pursuant to Section 13.4(b) shall have the right to Transfer in the Tag-along Sale the number of Units equal to the product of (x) the aggregate number of Units that the Proposed Transferee proposes to buy as stated in the Sale Notice and (y) a fraction (A) the numerator of which is equal to the number of Units Fully Diluted Basis then held by the applicable Member, and (B) the denominator of which is equal to the number of Units on a Fully Diluted Basis then held by the Selling Member and all of the Tag-along Members timely electing to participate in the Tag-along Sale pursuant to Section 13.4(b) (such amount with respect to the Units, the "Tag-along Portion").

(b) Each Tag-along Member shall exercise its right to participate in a Tag-along Sale by delivering to the Selling Member a written notice (a "Tag-along Notice") stating such Tag-along Member's election to do so and specifying the number of Units (up to its Tag-along Portion) to be Transferred by such Tag-along Member no later than ten (10) days after receipt of the Sale Notice (the "Tag-along Period").

(c) The offer of each Tag-along Member set forth in a Tag-along Notice shall be

irrevocable, and, to the extent such offer is accepted, such Tag-along Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 13.4.

13.5 Remaining Portions.

(a) If any Tag-along Member declines to exercise its right under Section 13.4(b) or elects to exercise it with respect to less than its full Tag-Along Portion (the aggregate amount of Units resulting from all such unexercised Tag-Along Portions, the "Remaining Portion", the Selling Member shall promptly deliver a written notice (a "Remaining Portion Notice") to those Tag-along Members who have elected to Transfer their Tag-Along Portion in full (each, a "Fully Participating Tag-along Member"). The Selling Member, each Fully Participating Tag-along Member shall be entitled to Transfer, in addition to any applicable Units already being Transferred, a number of Units held by him, her or it equal to the product of (x) the Remaining Portion, and (y) a fraction (A) the numerator of which is equal to the number of Units then held by the applicable Member, and (B) the denominator of which is equal to the number of Units then held by the Selling Member and all Fully Participating Tag-along Members.

(b) Each Fully Participating Tag-along Member shall exercise his, her, or its right to participate in the Transfer described in Section (a) by delivering to the Selling Member a written notice (a "Remaining Tag-along Notice") stating its election to do so and specifying the number of Units (up to the amounts it may Transfer pursuant to Section (a)), to be Transferred by it no later than five (5) Business Days after receipt of the Remaining Portion Notice.

(c) The offer of each Fully Participating Tag-along Member set forth in a Remaining Tag-along Notice shall be irrevocable, and, to the extent such offer is accepted, such Member shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Article 13.

13.6 **Waiver.** Each Tag-along Member who does not deliver a Tag-along Notice in compliance with Section 13.4(b) shall be deemed to have waived all of such Tag-along Member's rights to participate in the Tag-along Sale with respect to the Units owned by such Tag-along Member, and the Selling Member shall (subject to the rights of any other participating Tag-along Member) thereafter be free to sell to the Proposed Transferee the Units identified in the Sale Notice at a per Unit price that is no greater than the applicable per Unit price set forth in the Sale Notice and on other terms and conditions which are not in the aggregate materially more favorable to the Selling Member than those set forth in the Sale Notice, without any further obligation to the non-accepting Tag-along Members.

13.7 Conditions of Sale.

(a) Each Member participating in the Tag-along Sale shall receive the same consideration per Unit after deduction of such Member's proportionate share of the related expenses in accordance with Section 13.9 below.

(b) Each Tag-along Member shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Member makes or provides in connection with the Tag-along Sale; provided, that each Tag-along Member shall only be obligated to make individual representations and warranties with respect to its title to and

ownership of the applicable Units, authorization, execution, and delivery of relevant documents, enforceability of such documents against the Tag-along Member, and other matters relating to such Tag-along Member, but not with respect to any of the foregoing with respect to any other Members or their Units; provided, further, that all representations, warranties, covenants and indemnities shall be made by the Selling Member and each Tag-along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Selling Member and each Tag-along Member, in each case in an amount not to exceed the aggregate proceeds received by the Selling Member and each such Tag-along Member in connection with the Tag-along Sale.

13.8 Cooperation; Appointment of Attorney-in-Fact. Each Tag-along Member shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Selling Member, but subject to Section 13.7(b). In furtherance of the foregoing obligations, each Member appoints the Company, through its secretary or such other officer as the Board may designate, as the Member's agent and attorney-in-fact during the term of this Agreement, with full power of substitution, for the purpose of carrying out and consummating any Tag-along Sale and taking any action and executing any instruments (including, without limitation, conveyances, assignments, and transfers of Units) which are or may be necessary or advisable to accomplish the Tag-along Sale, which appointment as agent and attorney-in-fact is coupled with an interest, is irrevocable, does not terminate on a Member's Incapacity or death, and continues for as long as this Agreement is in effect.

13.9 Expenses. The fees and expenses of the Selling Member incurred in connection with a Tag-along Sale and for the benefit of all Tag-along Members (it being understood that costs incurred by or on behalf of a Selling Member for its sole benefit will not be considered to be for the benefit of all Tag-along Members), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by the Selling Member and all the participating Tag-along Members on a pro rata basis, based on the consideration received by each such Member; provided, that no Tag-along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Tag-along Sale.

13.10 Consummation of Sale. The Selling Member shall have sixty (60) days following the expiration of the Tag-along Period in which to consummate the Tag-along Sale, on terms not more favorable to the Selling Member than those set forth in the Tag-along Notice (which such 60-day period may be extended for a reasonable time not to exceed ninety (90) days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Selling Member has not completed the Tag-along Sale, the Selling Member may not then effect a Transfer that is subject to this Article 13 without again fully complying with the provisions of this Article 13.

13.11 Transfers in Violation of the Tag-along Right. If the Selling Member sells or otherwise Transfers to the Proposed Transferee any of its Units in breach of this Article 13, then each Tag-along Member shall have the right to sell to the Selling Member, and the Selling Member undertakes to purchase from each Tag-along Member, the number of Units of each applicable class or series that such Tag-along Member would have had the right to sell to the

Proposed Transferee pursuant to this Article 13, for a per Unit amount and form of consideration and upon the terms and conditions on which the Proposed Transferee bought such Units from the Selling Member, but without indemnity being granted by any Tag-along Member to the Selling Member; provided, that nothing contained in this Article 13 shall preclude any Member from seeking alternative remedies against such Selling Member as a result of its breach of this Article 13. The Selling Member shall also reimburse each Tag-along Member for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-along Member's rights under this Section 13.11.

ARTICLE 14 WITHDRAWAL IN BREACH OF AGREEMENT

14.1 Waiver of Partition. No Member shall, either directly or indirectly, take any action to require partition or appraisal of the Company or of any of its assets or properties. Each Member (and such Member's legal representatives, successors or assigns) hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale with respect to such Member's Units, or with respect to any assets or properties of the Company, except as expressly provided in this Agreement.

14.2 Covenant Not to Withdraw or Dissolve or Take Certain Actions. Except as otherwise expressly required or permitted hereby, no Member shall (a) take or permit any action that would cause a voluntary Bankruptcy of such Member, (b) withdraw or attempt to withdraw from or dissolve the Company other than a withdrawal or dissolution approved by all of the other Members, (c) be convicted of a felony under federal or state law, or (d) violate or fail to comply with any laws, rules, or regulations of the State of Alabama that may apply to such Member because of the Company's operation of, or ownership or investment in companies that operate, medical cannabis businesses licensed in accordance with the laws and regulations of the State of Alabama.

14.3 Consequences of Violation of Covenant. If a Member (a "Breaching Member") (i) attempts to transfer all or any portion of his, her, or its Units in breach of Section 11.1, (ii) attempts to cause a partition or takes other action in breach of Section 14.1, or (iii) breaches any covenant in Section 14.2, the Company shall continue and not wind up or liquidate, and:

- (a) the Breaching Member will immediately cease to be a Member;
- (b) the Breaching Member will be liable for damages to the Company for all direct and indirect costs, liabilities, losses and damages that the Company or any Member may incur as a result of such Breach, including consequential damages but exclusive of punitive damages;
- (c) the Company will not be obligated to pay to the Breaching Member its contributions, capital, or profits, but may, by notice to the Breaching Member within thirty (30) days of the event giving rise to the Member becoming a Breaching Member, elect to make breach payments to the Breaching Member in complete satisfaction of the Breaching Member's Units ("Breach Payments"), and the Breaching Member will be deemed to have transferred all its Units to the Company as of the date of the event giving rise to the Member becoming a

Breaching Member;

(d) if the Company does not elect to make Breach Payments, the Company shall treat the Breaching Member as if such Breaching Member were an unadmitted assignee of the Financial Rights of the Breaching Member pursuant to Section 11.6 and shall make distributions to the Breaching Member only of those amounts otherwise payable with respect to such Financial Rights hereunder;

(e) the Company may apply any distributions otherwise payable with respect to such Financial Rights (including Breach Payments) to satisfy any claims it may have against the Breaching Member;

(f) except to the extent otherwise required under the Alabama LLC Law, the Breaching Member will have no right to any information or accounting of the affairs of the Company, will not be entitled to inspect the books or records of the Company, and will have no voting rights with respect to the Company;

(g) the Breaching Member will continue to be liable to the Company for any unpaid Capital Contributions required hereunder with respect to such Units, which amounts may be offset against any Breach Payments that may be made by the Company.

14.4 Breach Payments. If the Company elects to make Breach Payments, then the Company shall pay the Breach Amount in five (5) equal installments, payable on the first Business Day of the next five (5) consecutive calendar years following the year in which the breach by the Breaching Member occurs, without interest. The “Breach Amount” is seventy-five percent (75%) of the Net Equity of the Breaching Member’s Units as of the last day of the calendar month preceding the calendar month during which the breach occurred, computed in accordance with Section 14.5, less any Company distributions to the Breaching Member after such day. The Breach Amount as so determined is final and binding on the Company and the Breaching Member. The Company may, at its sole election, prepay all or any portion of the Breach Payments at any time without penalty.

14.5 Net Equity. The “Net Equity” of a Member’s Units, as of any day, is the amount that would be distributed to such Member in liquidation of the Company pursuant to Section 16.2 as if (a) the Gross Asset Values of Company assets were adjusted as set forth in paragraph (b) of the definition of Gross Asset Value, (b) all of the Company’s assets were sold for their Gross Asset Values, as so adjusted, (c) the Company paid its accrued, but unpaid, liabilities and established reserves pursuant to Section 16.2 for the payment of reasonably anticipated contingent or unknown liabilities, and (d) the Company distributed the remaining proceeds to the Members in liquidation, all as of such day.

The Net Equity of a Member’s Units must be determined, without audit or certification, from the books and records of the Company by the accounting firm regularly employed by the Company, or if an accounting firm is not regularly employed by the Company, by a firm employed specifically for such purpose, and the amount of such Net Equity must be disclosed to the Company and each of the Members by written notice. The Net Equity determination of such accountants is final and binding in the absence of a showing of gross negligence or willful

misconduct.

ARTICLE 15 INDEMNIFICATION

15.1 **Authority to Indemnify.** The Company may elect to indemnify an individual made a party to a pending, threatened or completed claim, action, demand, lawsuit, arbitration, investigation or other proceeding (collectively a "Proceeding"), because such individual is or was a Responsible Person, against all fees, costs, expenses, damages, obligations and liabilities actually incurred by the Responsible Person in connection with the Proceeding if such Responsible Person satisfies the following standard of conduct:

(a) the Responsible Person's conduct was in good faith and the Responsible Person reasonably believed (i) in the case of conduct in the Responsible Person's official capacity with the Company, that his, her, or its conduct was in the best interest of the Company and (ii) in all other cases, that his, her, or its conduct was in the Company's best interest;

(b) in the case of any criminal proceeding, the Responsible Person had no reasonable cause to believe his conduct was unlawful; or

(c) in the case of the Responsible Person's conduct with respect to an employee benefit plan, the Responsible Person reasonably believed that his conduct was in the best interests of the participants in and beneficiaries of the plan.

The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent may not be, of itself, determinative that the Responsible Person did not satisfy the foregoing standard of conduct.

15.2 **Limitations on Authority to Indemnify.** Notwithstanding Section 15.1, the Company shall not indemnify a Responsible Person (i) in connection with a Proceeding by or in the right of the Company in which the Responsible Person was adjudged liable to the Company, and (ii) in connection with any other Proceeding charging improper personal benefit to such Responsible Person, whether or not involving action in the Responsible Person's official capacity, in which the Responsible Person was adjudged liable on the basis that personal benefit was improperly received by such Responsible Person.

15.3 **Determination and Authorization of Indemnification.** The Company shall not indemnify a Responsible Person under Section 15.1 unless authorized in the specific case after a determination has been made that indemnification of the Responsible Person is permissible in the circumstances because the Responsible Person has satisfied the standard of conduct set forth in Section 15.1. The determination must be made by the Board and individuals who are not at the time parties to the Proceeding.

15.4 **Mandatory Indemnification.** The Company shall indemnify a Responsible Person who is or was wholly successful, on the merits or otherwise, in the defense of any Proceeding to which such Responsible Person was a party because he is or was a Responsible Person of the Company against reasonable expenses incurred in connection with the Proceeding.

15.5 Advances for Expenses. The Company may elect to pay for or reimburse the reasonable expenses of a Responsible Person who is a party to a Proceeding in advance of final disposition of the Proceeding if: (a) the Responsible Person furnishes to the Company a written affirmation of such Responsible Person's good faith belief that he, she or it has satisfied the standard of conduct set forth above; (b) the Responsible Person furnishes to the Company a written undertaking (which must be an unlimited general obligation of the Responsible Person but need not be secured and may be accepted by the Company without reference to financial ability to repay), executed personally on such Responsible Person's behalf, to repay the advance if it is ultimately determined that such Responsible Person is not entitled to indemnification; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification hereunder.

15.6 Defense of Proceedings. If the Company is indemnifying or advancing expenses to a Responsible Person under this Article 15, the Company may at any time elect to assume the defense of the Responsible Person with respect to the Proceeding and shall not be obligated to furnish separate counsel to the Responsible Person in any Proceeding in which the Company and the Responsible Person are joined unless the Responsible Person and Company agree that there may be a conflict of interest between the Responsible Person and the Company. The Company shall exercise its right of election to assume such defense by providing the Responsible Person written notice of the same, and thereafter the Company shall not be liable for any fees, costs and expenses incurred by the Responsible Person with respect to the defense of the Proceeding except in cases where separate representation is required as set forth above. Further, if the Company is indemnifying or advancing expenses to a Responsible Person pursuant to this Article 15, the Responsible Person may not settle any Proceeding without the approval of the Company, which approval will not unreasonably withheld or delayed.

15.7 Insurance. The Company may purchase and maintain insurance on behalf of an individual who is or was a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company or who, while a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company, is or was serving at the request of the Company as a Responsible Person, Manager, officer, employee, independent contractor, agent, member, partner, or trustee of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by such individual in that capacity or arising from such individual's status as a Responsible Person, Manager, officer, employee, independent contractor or agent of the Company, whether or not the Company would have the power to indemnify such individual against the same liability as provided in above.

15.8 Non-Exclusive Right. The indemnification and advancement of expenses granted pursuant to, or provided hereunder is not exclusive of any other rights to which a Responsible Person seeking indemnification or advancement of expenses may be entitled, whether contained herein, in the Certificate, the Alabama LLC Law, in a resolution of the Members or Board, or an agreement providing for such indemnification; provided, however, that no indemnification may be made to or on behalf of any Responsible Person if a judgment or other final adjudication adverse to the Responsible Person establishes his, her, or its liability: (a) for any breach of duty of loyalty to the Company or Members; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (c) for any liability for

wrongful distributions incurred under the Act. This Section 15.8 does not limit the Company's power to pay or reimburse expenses incurred by a Responsible Person in connection with his appearance as a witness in a Proceeding at a time when he has not been named defendant or respondent to the Proceeding.

ARTICLE 16 DISSOLUTION AND WINDING UP

16.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- (a) The Majority Vote of the Members to dissolve, wind up, and liquidate the Company;
- (b) The occurrence of an event of dissolution under the Alabama LLC Law; or
- (c) The happening of any event that makes it unlawful or impossible to carry on the business of the Company.

16.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue its existence solely for the purpose of winding up its affairs and activities in an orderly manner and in accordance with the Alabama LLC Law, including, without limitation, liquidating its assets and satisfying the claims of its creditors and Members, and no Member or Manager shall take any action that is inconsistent with, or not necessary to or appropriate for, winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement will continue in full force and effect until such time as the Company's property has been distributed pursuant to this Section 16.2 and the Company has terminated. The Board (or any Person elected for this purpose by the Members) shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the Company's liabilities and property, shall cause (to the extent feasible or advisable) the property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and, except as may otherwise be required by the Alabama LLC Law, shall cause the property and/or the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation;
- (b) Second, to the establishment of and additions to reserves that are determined by the Board, in its sole discretion, to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company;
- (c) Third, to the Members pro rata in accordance with their respective unreturned Capital Contributions, until distributions equal the aggregate amount of unreturned Capital Contributions made by the Members in respect of their Units; and
- (d) Fourth, to the Members pro rata in proportion to their holdings of Units.

16.3 Deficit Capital Accounts; Additional Liquidation Procedures. If any Member has a deficit Capital Account balance (after giving effect to all contributions, distributions and allocations for all Fiscal Years, including the Fiscal Year during which such liquidation occurs) such Member shall have no obligation to make any contribution to the capital of the Company with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other Person for any purpose whatsoever. With the approval of a Majority Vote of the Members, a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 16.2 above may be:

(a) distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Members, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to Section 16.2 above; or

(b) withheld to provide a reasonable reserve for Company liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Company, provided that such withheld amounts shall be distributed to the Members as soon as practicable.

16.4 Deemed Contribution and Distribution. Notwithstanding any other provision of this Article 16 in the event the Company is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the Company shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have contributed its property in kind to a new company, and immediately thereafter, the Members shall be deemed to have distributed the Units in the new company to the Members of the terminated Company, all in accordance with the Member's respective Percentage Interests in the terminated Company.

16.5 Rights of Members. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his or her Capital Contributions and has no right or power to demand or receive property other than cash from the Company for such capital contributions. No Member has priority over any other Member as to the return of such Member's Capital Contributions, the distribution of cash or other property, or the allocation of profits unless otherwise provided in this Agreement.

ARTICLE 17 CONVERSION INTO CORPORATE FORM

17.1 Conversion to Corporate Form. If the Board determines that it would be advisable for the Company to convert or reorganize into the corporate form of organization, the Board shall, on behalf of the Company, formulate a plan of conversion or reorganization (the "Reorganization Plan") to effectuate such conversion. If the Members, by Majority Vote, approve such

Reorganization Plan, then subject to this Article 17, each Member shall take whatever reasonable action is required under such Reorganization Plan to effect the transactions contemplated therein. Except as otherwise provided in a duly approved Reorganization Plan, in such conversion, each holder of Units shall receive, with respect to such Units, stock of the successor corporation having:

- (a) a right to receive a fully-diluted percentage of stock sale proceeds, dividends and other distributions (including on liquidation), equivalent to the fully-diluted Percentage Interest represented by such holder's Units immediately prior to the conversion;
- (b) relative voting rights equivalent to those of such Units;
- (c) the same restrictions on transfer as were applicable to such Units prior to the conversion;
- (d) the same vesting, forfeiture and repurchase restrictions as were applicable to such Units prior to the conversion;
- (e) the same preferences as were applicable to such Units prior to the conversion; and
- (f) any other rights or restrictions as were applicable to such Units prior to the conversion.

17.2 Enforceability of Limited Liability Company Agreement after Conversion. After any such conversion to a corporate form of organization, only Article 15 (Indemnification) of this Agreement shall continue to apply to the Responsible Persons who are no longer Responsible Persons after the Reorganization Plan is consummated.

ARTICLE 18 INTELLECTUAL PROPERTY OWNERSHIP

18.1 General Intellectual Property Ownership. Each Member agrees to assign to the Company each Member's right, title, and interest in or to Intellectual Property conceived or made by each Member, whether alone or in conjunction with others, while a Member, and which either (i) involves or is reasonably related to the Company or its Affiliates, Company or its Affiliate's business or to the Company or its Affiliate's actual or demonstrably anticipated business; or (ii) incorporates or is based on, in whole or in part, any information of the Company or its Affiliates that is subject to Section 20.14.

18.2 Ownership in Copyrights. Each Member agrees that any and all writings and other works of authorship, whether copyrightable or not, in any jurisdiction, and any and all copyright rights, whether registered or not, any registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof created during the term of this Agreement, including the techniques, designs, ideas and know-how embodied within the same and derivatives of any of the same, whether in written form or in any tangible medium of expression or any work prepared for the Company or its Affiliates which is eligible for copyright protection in the United States or elsewhere, shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, each Member hereby assigns all right,

title, and interest in the copyright in such work, and all extensions and renewals thereof, to the Company and agrees to provide all assistance reasonably requested by the Company in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Company's expense but without any additional compensation to the Member. Each Member agrees to waive any and all rights relating to the works developed or produced, including without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modification.

ARTICLE 19 REPRESENTATIONS OF MEMBERS

19.1 **In General.** As of the Effective Date, each Member hereby makes each of the representations and warranties applicable to such Member as set forth in this Article 19, and such representations and warranties shall survive the execution of this Agreement. Said warranties and representations shall also be made by and shall be binding upon all persons admitted as Substitute Members at any time after the Effective Date.

19.2 **Power to Execute Agreement.** Each Member hereby represents and warrants that if such Member is an entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization and that it has full organizational power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Member represents and warrants further that it is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Each Member hereby represents that it has the individual or organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder and, if such Member is an entity, the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, partnership, or organization action. Each Member hereby represents and warrants that this Agreement constitutes the legal, valid and binding obligation of such Member.

19.3 **No Conflicts; No Default.** Each Member hereby represents and warrants that neither the execution, delivery or performance of this Agreement nor the consummation by such Member of the transactions contemplated hereby: (i) will conflict with, violate, result in a breach of, or constitute a default under any of the terms and conditions, or provisions of the governing documents of such Member, if such Member is an entity, or of any material agreement or instrument to which such Member is a party or by which such Member is or may be bound or to which any of its material properties or assets is subject, (ii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interest or rights, or require any consent, authorization or approval upon any indenture, mortgage, lease agreement, or instrument to which such Member is a party or by which such Member is or may be bound, or (iii) will result in the creation or imposition of any lien upon any of the material properties or assets of such Member.

19.4 **Governmental Authorizations.** Each Member hereby represents and warrants that any registration, declaration or filing with, or consent, approval, license, permit or other authorization

or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by such Member under this Agreement or the consummation by such Member of any transaction contemplated hereby has been completed, made or obtained on or before the Effective Date of this Agreement.

19.5 Litigation. Each Member hereby represents and warrants that there are no actions, suits, proceedings or investigations pending or, to the knowledge of such Member, threatened against or affecting such Member or any of their properties, assets, or businesses in any court or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitration which would, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined) could reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member; and such Member has not received any currently effective notice of any default, and such Member is not in default under any applicable order, writ, injunction, decree, permit, determination, or award of any court or of any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair such Member's ability to perform its obligations under this Agreement or to have a material adverse effect on the consolidated financial condition of such Member.

19.6 No Convictions. The Member represents and warrants that such Member has never been convicted of a felony under federal or state law. In the event the Member is an entity, the foregoing representation and warranty shall apply to each present and future officer, director, shareholder, member, manager and/or partner of the Member and any of the same for any upstream entity that is a shareholder, member, manager and/or partner of the Member and their respective shareholders, members, managers and/or partners.

19.7 Compliance with Applicable Laws and Regulations. For so long as a Member is a Member of the Company, each Member agrees to abide by all of the laws, rules, and regulations of the State of Alabama applicable to such Member because of the Company's investment in companies that operate medical cannabis businesses licensed in accordance with the applicable state laws and regulations. Additionally, if the Member is an individual, such Member hereby consents from time to time to submit to any criminal background check required by the State of Alabama or any other State for the Members of the Company. If the Member is an entity, such Member hereby consents from time to time to submit to a criminal background check for such Member's present and future officers, directors, shareholders, members, managers, and/or partners. The same shall apply to any upstream entities who are shareholders, members, managers and/or partners.

19.8 Investment Representations.

(a) The undersigned Members acknowledge (i) that the Units evidenced by this Agreement have not been registered under the Securities Act of 1933, the Alabama securities laws or the securities laws of any other state (the "Securities Acts") because the Company is issuing these Units in reliance upon the exemptions from the registrations requirements of the Securities Acts providing for issuance of securities not involving a public offering, (ii) that the Company has relied upon the fact that the Units are to be held by each Member for investment,

and (iii) that exemption from registrations under the Securities Acts would not be available if the Units were acquired by a Member with a view to distribution.

(b) Accordingly, each Member hereby represents and warrants to the Company that such Member is acquiring the Units for such Member's own account for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any of portion of such Member's Units unless there is an effective registration, other qualification or exemption relating thereto under the Securities Act of 1933 and under any applicable state securities laws. With respect to any Transfer of a Units in reliance on an exemption, the Company may, in its sole discretion, require the holder of such Units to deliver to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member acknowledges that the Company is under no obligation to register such Member's Units or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of the Units. Furthermore, each Member realizes that such Units is unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "Affiliate" of the Company and the Units have been beneficially owned and fully paid for by such Member for at least three (3) years.

(c) Prior to acquiring the Units in the Company, each Member has made an investigation of the Company and its business and has had made available to each such Member all information with respect thereto which such Member needed to make an informed decision to acquire the Units. Each Member considers himself or itself to be a Person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's investment in the Units, that such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time, and such Member has had a full opportunity to ask questions and receive answers concerning the investment in the Company and has had full access to such other information concerning the Company as such Member has requested.

ARTICLE 20 MISCELLANEOUS

20.1 **Title to Company Property.** Legal title to all property of the Company will be held and conveyed in the name of the Company.

20.2 **Amendments.** This Agreement may only be amended upon the Majority Vote of the Members. Any amendment to this Agreement must be in a writing executed by all Members consenting to the amendment.

20.3 **Waiver of Action for Dissenter's Rights.** Each Member irrevocably waives any right that such Member may have to maintain any action for dissenter's rights or appraisal rights with respect to any merger or consolidation of, or other transaction undertaken by, the Company.

20.4 **Activities Outside the Company.** Nothing contained in the Agreement shall be construed (i) to constitute any Member as the general agent of any other Member, or (ii) to limit,

in any manner, the Members and their respective Affiliates from carrying on or investing in any business or activity; provided however, that no Member nor their respective Affiliates shall carry on or invest in any business or activity which is competitive with or otherwise within the line of business of the Company or the Company's subsidiaries in the State of Alabama. Except as limited herein, each Member specifically acknowledges and consents to the right of each other Member and its Affiliates to pursue any investment or participation in any business opportunity, pursuant to this Section 20.4, without first being required to offer the same to the Company for its own benefit. Each Member hereby waives, releases and relinquishes any claim it may have against any other Member and against such Member's Affiliates, under any "partnership opportunity" doctrine or other legal or equitable principal of law arising with respect to or in connection with the pursuit of any business opportunity by any other Member or his Affiliates.

20.5 No State Law Partnership. The Members intend that the Company shall not be a partnership or joint venture, and that no Member, Manager or officer shall be a partner or joint venturer of any other Member, or officer, for any purposes other than federal (and, if applicable, state) tax purposes, and this Agreement shall not be construed to the contrary.

20.6 No Third Party Beneficiaries. The provisions of this Agreement constitute an agreement among the Members only and are not intended to, and do not, create any right or interest on behalf of any person who is not a Member.

20.7 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and sent by overnight courier, or by telephone or facsimile, if such telephone conversation or facsimile is followed by a hard copy of the telephone conversation or facsimile communication sent by overnight courier, charges prepaid, addressed as follows: if to the Company, to the Company at the address set forth in the preamble, or to such other address as the Company may from time to time specify by notice to the Members; if to a Member, to such Member at the address set forth on Schedule A hereto, or to such other address as such Member may from time to time specify by notice to the Company. Any such notice shall be deemed to be delivered, given, and received as of the date so delivered.

20.8 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force. Furthermore, there shall be automatically substituted for such invalid, illegal or unenforceable provision a provision as similar thereto as possible that is valid, legal and enforceable.

20.9 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

20.10 Governing Law; Venue. The laws of the State of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement shall be exclusively brought in the Circuit Court of Baldwin County, Alabama, or other court of competent jurisdiction sitting in Baldwin County, Alabama, or, subject to jurisdictional requirements, the United States District Court for the Southern District Alabama, located in

Mobile, Alabama. EACH PARTY TO THIS AGREEMENT SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR LATER HAVE TO (I) THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY SUCH COURT, AND (II) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

20.11 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES SUCH PARTY'S RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. EACH MEMBER HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH MEMBER FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

20.12 Counterparts. The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, email, or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

20.13 Confidentiality. Each Member acknowledges that it has obtained and will obtain information regarding the Company, which is confidential in nature (including, without limitation, information as to the pricing schedules and policies, customer lists, marketing policies and processes, financial condition, and the like). Each Member agrees that it will not, at any time, disclose any such information to any third party (other than to financing sources, legal counsel, personal accountants or as required by Applicable Law) or intentionally use any such information in a manner, which would be detrimental to the Company. In the event of the withdrawal of any Member, for any reason whatsoever, the restrictions on such Member's use of all such information herein described will continue in effect, and such party will immediately return to the Company all documents, records, financial data, and the like, and all copies thereof,

which it might have obtained from the Company. Any violation of this Section 20.13 by any officer, employee, agent or representative of such Member will constitute a violation of this Section 20.13 by such Member.

20.14 Entire Agreement. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

20.15 Interpretations. The language in this Agreement shall be construed in all cases according to its fair meaning and not for or against any Person on the basis of authorship. Each party hereto acknowledges that it could elect to retain legal counsel to review and advise as to the provisions of this Agreement, that such party has entered into this Agreement of its own volition, without duress, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

20.16 Waivers. The parties can waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

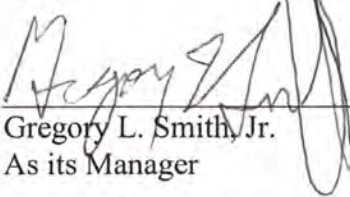
20.17 Time is of the Essence. Time is of the essence of this Agreement.

20.18 Disclosure and Waiver of Conflicts. In connection with the preparation of this Agreement, the Members acknowledge and agree that: (i) the attorney that prepared this Agreement ("Attorney") acted as legal counsel to the Company; (ii) the Members have been advised by the Attorney that the interests of the Members may be opposed to each other and may be opposed to the interests of the Company and, accordingly, the Attorney's representation of the Company may not be in the best interests of the Members; and (iii) each of the Members has been advised by the Attorney to retain separate legal counsel. Notwithstanding the foregoing, the Members (i) desire the Attorney to represent the Company; (ii) acknowledge that they have been advised to retain separate counsel and have either exercised that right or waived their right to do so; and (iii) jointly and severally forever waive any claim that the Attorney's representation of the Company constitutes a conflict of interest.

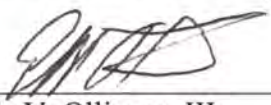
IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized representative and the Members have executed this Agreement as of the date first set forth above.

COMPANY:

FMC GROUP, LLC, an Alabama limited liability Company

By: 

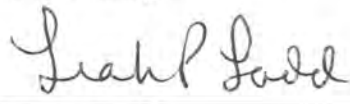
Gregory L. Smith, Jr.
As its Manager

By: 

Ellis V. Ollinger, III
As its Manager

By: 

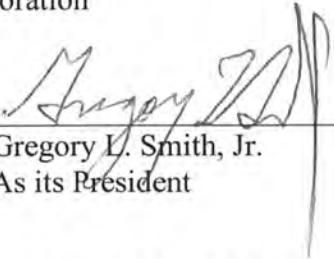
Kevin C. Northrop
As its Manager

By: 

Leah P. Ladd
As its Manager

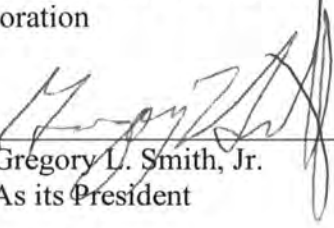
MEMBERS:

PLANT DEVELOPMENT SERVICES, INC., an Alabama corporation

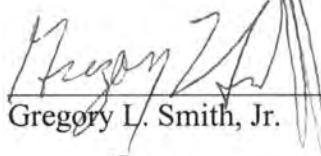
By: 

Gregory L. Smith, Jr.
As its President

FLOWERWOOD MANAGEMENT, INC., an Alabama corporation

By: 

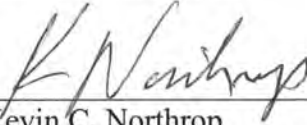
Gregory L. Smith, Jr.
As its President



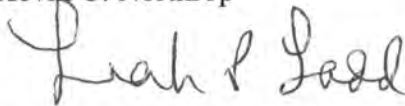
Gregory L. Smith, Jr.



Ellis V. Ollinger, III



Kevin C. Northrop



Leah P. Ladd

SCHEDULE A

This is SCHEDULE A to the LIMITED LIABILITY COMPANY AGREEMENT of FMC GROUP, LLC dated November 8, 2022. This SCHEDULE A is dated November 8, 2022, and supersedes every prior SCHEDULE A to this Agreement.

MEMBERS SCHEDULE

Dated 11/8/2022

Members	Initial Capital Contribution	Number of Units of Membership Interests	Percentage Interests Representing Governance Rights and Financial Rights	Date of Admission
Plant Development Services, Inc. Attn: Ellis V. Ollinger, III 17325 County Road 68 Loxley, AL 36551 ollinger@flowerwood.com	\$10.00	100	10%	11/8/2022
Flowerwood Management, Inc. Attn: Ellis V. Ollinger, III 15315 Kelly Road Loxley, AL 36551 ollinger@flowerwood.com	\$10.00	100	10%	11/8/2022
Gregory L. Smith, Jr. 15315 Kelly Road Loxley, AL 36551 gls@flowerwood.com	\$20.00	200	20%	11/8/2022
Ellis V. Ollinger, III 15315 Kelly Road Loxley, AL 36551 ollinger@flowerwood.com	\$20.00	200	20%	11/8/2022
Kevin C. Northrop 15315 Kelly Road Loxley, AL 36551 kevin@plantdevelopment.com	\$20.00	200	20%	11/8/2022
Leah P. Ladd 15315 Kelly Road Loxley, AL 36551 lladd@flowerwood.com	\$20.00	200	20%	11/8/2022
TOTAL	\$100.00	1,000	100%	

SCHEDULE B

This is SCHEDULE B to the LIMITED LIABILITY COMPANY AGREEMENT of FMC GROUP, LLC dated November 8, 2022. This SCHEDULE B is dated November 8, 2022, and supersedes every prior SCHEDULE B to this Agreement.

OFFICERS AND PARTNERSHIP REPRESENTATIVE

President: Ellis V. Ollinger, III

Treasurer: Kevin C. Northrop

Secretary: Leah P. Ladd

Partnership Representative: Ellis V. Ollinger, III

SCHEDULE C

This is SCHEDULE C to the LIMITED LIABILITY COMPANY AGREEMENT of FMC GROUP, LLC dated November 8, 2022. This SCHEDULE C is dated November 8, 2022, and supersedes every prior SCHEDULE C to this Agreement.

MANAGERS SCHEDULE

Gregory L. Smith, Jr.

Ellis V. Ollinger, III

Kevin C. Northrop

Leah P. Ladd

APPENDIX 1

This is APPENDIX 1 to the LIMITED LIABILITY COMPANY AGREEMENT of FMC GROUP, LLC dated November 8, 2022. This APPENDIX 1 is dated November 8, 2022, and supersedes every prior APPENDIX 1 to this Agreement.

TAX AND CAPITAL ACCOUNTING PROVISIONS

1. Definitions

(a) Adjusted Capital Account Deficit. “Adjusted Capital Account Deficit” means the deficit balance, if any, in such Member’s Capital Account as of the end of the Fiscal Year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.1.704-2(i)(5); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.1.704-1(b)(2)(ii)(d)(6) of the Regulations.

(b) Code. “Code” means the Internal Revenue Code of 1986, as amended, or corresponding provisions of future laws.

(c) Company Minimum Gain. “Company Minimum Gain” has the meaning ascribed to “partnership minimum gain” in Sections 1.704-2(b)(2) and 1.1.704-2(d) of the Regulations.

(d) Depreciation. “Depreciation” means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation is the amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation must be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Members.

(e) Member Nonrecourse Debt. “Member Nonrecourse Debt” has the meaning ascribed to partner nonrecourse debt in Section 1.704-2(b)(4) of the Regulations.

(f) Member Nonrecourse Debt Minimum Gain. “Member Nonrecourse Debt

Minimum Gain” means an amount with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(g) Member Nonrecourse Deductions. “Member Nonrecourse Deductions” has the meaning ascribed to partner nonrecourse deductions as set forth in Sections 1.704-2(i)(1) and 1.1.704-2(i)(2) of the Regulations.

(h) Nonrecourse Deductions. “Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(i) Nonrecourse Liability. “Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(j) Regulations. “Regulations” means the Treasury regulations promulgated under the Code.

2. Adjustments to Profits and Losses.

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition must be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition must be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment must be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes must be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such year or other period computed in accordance with the definition of Depreciation herein;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a

result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this definition, any items which are specifically allocated pursuant to Sections 3 or 4 shall not be taken into account in computing Profits or Losses.

3. Capital Accounts.

(a) Each Member's Capital Account shall be increased by (i) the amount of any Capital Contributions to the Company; (ii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member as determined under Section 752 of the Code; and (iii) the amount of any Profits allocated to such member pursuant to this Agreement and any items in the nature of income or gain that are specially allocated pursuant to Articles 4 or 5.

(b) Each Member's Capital Account shall be reduced by (i) the amount of any cash distributed to such Member from the Company; (ii) the Gross Asset Value of any property distributed from the Company to such Member; (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company as determined under Section 752 of the Code; and (iv) the amount of any Losses allocated to such Member pursuant to this Agreement and any items in the nature of loss or deduction that are specially allocated pursuant to Sections 3 or 4.

(c) No Member shall be under any obligation to make a contribution to restore a negative balance in such Member's Capital Account.

(d) The foregoing provisions relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b)(2)(iv), and (to the extent possible) shall be interpreted and applied in a manner consistent with such Regulation. If the Members determine that it is necessary or appropriate to modify the manner in which Capital Accounts are computed in order to (i) comply with applicable Regulations, (ii) select any options available thereunder not otherwise specified in this Agreement (including an election under Regulations Section 1.704-1(b)(2)(iv)(f) to adjust the "book values" of the Company's assets and Capital Accounts), or (iii) make adjustments that the Members deem equitable or practicable and consistent with the Members' economic interests in the Company, then the Members may make such modification or adjustment or select such option, provided that such action is not likely to have a material adverse effect on any Member.

(e) In the event that all or a portion of any Units is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the appropriate portion of the Capital Account of the transferring Member.

4. Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Appendix 1, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year, (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.1.704-2(j)(2) of the Regulations. This paragraph (a) is intended to comply with the minimum gain chargeback requirement in such Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Appendix 1, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations § 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.1.704-2(j)(2) of the Regulations. This paragraph (b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. Notwithstanding the above, any Member who unexpectedly receives an adjustment, allocation or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), or (6), shall be allocated items of income or gain (including gross income if necessary) in an amount and manner sufficient to eliminate any deficit created in such Member's Capital Account (to the extent it exceeds such Member's obligation to restore such deficit) as quickly as possible, provided that an allocation pursuant to this paragraph (c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Appendix 1 have been tentatively made as if this paragraph (c) were not part of the Agreement. The provisions of this paragraph (c) are intended to comply with the provisions of Regulations Section 1.704-1(b), including any amendments or successive regulations thereto and shall be so interpreted.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and

1.1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this paragraph (d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Appendix 1 have been made as if paragraph (c) hereof and this paragraph (d) were not in the Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated among the Members in proportion to their Percentage Interests representing Financial Rights.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i).

(g) Code Section 754 Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code § 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of such Member's Units, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Percentage Interests representing Financial Rights in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Allocations Relating to Taxable Issuance of Units. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of a Units to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

5. Curative Allocations. The allocations set forth in Sections 4(a) through 4(g) and Article 5 of this Appendix 1 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5. Therefore, notwithstanding any other provision of this Appendix 1 (other than the Regulatory Allocations), the Members shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner they determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to

Sections 2 and 4(h). In exercising their discretion under this paragraph the Members shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made.

6. Loss Limitation. Losses allocated pursuant to Article 2 of this Appendix 1 shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Article 2 of this Appendix 1, the limitation set forth in this paragraph shall be applied on a Member by Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Member's Capital Accounts so as to allocate the maximum permissible Losses to each Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations.

7. Other Allocation Rules.

(a) Profits, Losses and any other items of income, gain, loss or deduction shall be allocated to the Members pursuant to this Appendix 1 as of the last day of each Fiscal Year, provided, however, Profits, Losses and such other items shall also be allocated at such times as the Gross Asset Values of Company assets are adjusted pursuant to paragraph (b) of the definition of Gross Asset Value.

(b) The Members are aware of the income tax consequences of the allocations made by this Appendix 1 and hereby agree to be bound by the provisions of this Appendix 1 in reporting their shares of Company income and loss for income tax purposes.

(c) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Code Section 706 and the Regulations thereunder.

(d) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulations Section 1.752-3(a)(3), the Members' interests in Company profits are in proportion to their Percentage Interests representing Financial Rights.

(e) To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Members shall endeavor not to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt.

8. Tax Allocations; Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in

accordance with paragraph (a) of the definition of Gross Asset Value hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) of the definition of Gross Asset Value hereof, subsequent allocations of income, gain, loss, and deductions with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in any manner under Code Section 704(c) and the Regulations thereunder as determined by the Members.

Any elections or other decisions relating to such allocations shall be made by the Members in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this paragraph are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of the Agreement.



EIN Assistant

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **88-4398572**
Legal Name: **FMC GROUP LLC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

Help Topics

[Can the EIN be used before the confirmation letter is received?](#)

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of AL Farms, LLC, as received and filed in the Office of the Secretary of State on 08/25/2022.



20221213000002382

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.

12/13/2022

Date

A handwritten signature in black ink that reads "John H. Merrill".

John H. Merrill

Secretary of State

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:

AL 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): James B. Pittman, Jr., P.C.

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

2206 Main Street Daphne, AL 36526

*COUNTY of above address: BALDWIN

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

Post Office Box 2525 Daphne, AL 36526 BALDWIN

- 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	
001-036-689	DLL
Date	08/25/2022
Time	14:30:00
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 8 / 26 / 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 2 : 7 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).

8 / 25 / 2022
Date (MM/DD/YYYY)

James B. Pittman, Jr.
Signature as required by 10A-5A-2.04

attorney in fact
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:

AL Farms, LLC

This name reservation is for the exclusive use of Timothy N. McInnis, 203 Investment Lane , Summerdale, AL 36580 for a period of one year beginning August 17, 2022 and expiring August 17, 2023



RES040641

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.

August 17, 2022

Date

A handwritten signature in black ink that reads "J. H. Merrill".

John H. Merrill

Secretary of State

ARTICLES OF ORGANIZATION

OF

AL FARMS, LLC

THE UNDERSIGNED, acting as Organizing Member, does hereby form a limited liability company pursuant to the provisions of the "Alabama Limited Liability Company Act" as codified in Chapter 12 of Title 10 of the Code of Alabama of 1975, as amended (the "Act"), and does hereby adopt the following Articles of Organization:

ARTICLE ONE

NAME OF COMPANY: The name of the limited liability company is AL Farms, LLC (the "Company").

ARTICLE TWO

DURATION: The period for the duration of the Company shall be perpetual, and the Company shall continue until it is dissolved in accordance with either the provisions of Article Seven hereto or the Act.

ARTICLE THREE

PURPOSES: The purposes for which the Company is organized are:

(a) Any lawful purpose, including, but not limited to, matters related to agriculture.

(b) In general, to take any and all actions, and to exercise any and all powers which might now or hereafter be lawful for a limited liability company to do or exercise under the Act or any act amendatory thereof or supplemental thereto that may be now or hereafter in force.

(c) To purchase, own, hold, control, use, develop, improve, exchange, mortgage, lease, rent, sell, convey, or otherwise acquire and dispose of and deal generally in and with, real property, both improved and unimproved, all timber located or to be cultivated thereon, and any and all oil, gas and other minerals and mineral rights of every kind and any easement or other interest therein, wherever situate; to erect, or cause to be erected, on any lands owned, held or occupied by the Company, houses, buildings, or other structures, with their appurtenances; to manage, operate, lease, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on lands so owned, held or occupied; to encumber, sell or otherwise dispose of any lands or interests in lands, timber located or hereafter cultivated thereon, and any buildings or other structures;

ARTICLE FOUR

REGISTERED OFFICE AND AGENT: The address of the initial registered office of the Company is as follows:

JAMES B. PITTMAN, JR. PC
2206 MAIN STREET DAPHNE
DAPHNE, AL 36526

And the name and address of the initial registered agent of the Company at said address is as follows:

JAMES B. PITTMAN, JR. PC
2206 MAIN STREET
DAPHNE, AL 36526

ARTICLE FIVE

The undersigned certifies there are at least one member of the limited liability company.

ARTICLE SIX

ADDITIONAL OR SUBSTITUTE MEMBERS: Additional Members, as that term is defined in the Operating Agreement of the Company, may be admitted as Members to the Company, but only upon the written consent of the majority of the then existing Members of the Company.

Substitute Members, as that term is defined in the Operating Agreement of the Company, may be admitted as Members to the Company, but only upon the written consent of non-transferring Members holding a majority of the Ownership Interests of the Company.

The Operating Agreement of the Company contains restrictions on the transfer, assignment, and hypothecation, of a Member's Ownership Interest.

ARTICLE SEVEN

CONTINUITY OF BUSINESS: The Company shall be dissolved and its affairs wound up upon occurrence of the first of the following events:

- (1) Written consent of all then existing Members to dissolve.
- (2) When there is no remaining Member, unless either of the following applies:
 - a. The holders of all the financial rights in the Company agree in writing, within ninety (90) days after the cessation of membership of the last Member, to continue the legal existence and business of the Company and to appoint one or more new Members; or
 - b. The legal existence and business of the Company is continued and one or more new Members are appointed by the holders of all the financial rights in the Company, within ninety (90) days after the cessation of membership of the last Member.
- (3) When the Company is not the successor limited liability company in the merger or consolidation with one or more limited liability companies or other entities.
- (4) Entry of a decree of judicial dissolution under Section 10-12-38 of the Act.

Notwithstanding any provision of the Act to the contrary, the Company shall continue and not dissolve as a result of the resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued Membership of the Member, unless there is no remaining Member, and the holders of all the financial rights in the Company do not continue the Company in accordance with Article Seven, Paragraphs (2) (a) or (2) (b).

ARTICLE EIGHT

MANAGEMENT: The Company shall be managed by one or more Managers.

ARTICLE NINE

INTERNAL AFFAIRS: The provisions for the regulation of the internal affairs of the Company shall be as set forth in the Operating Agreement of the Company.

ARTICLE TEN

NO LIABILITY: The Members of the Company shall have no liability for any debt, obligation, or liability of the Company, as provided in the Alabama Limited Liability Company Act.

IN WITNESS WHEREOF, the undersigned Organizing Member has hereunto affixed her or its signature on this the 24th day of Aug., 2022.




A handwritten signature in black ink, appearing to read 'JBP', is written over a horizontal line.

JAMES B. PITTMAN, JR, as attorney in fact

THIS INSTRUMENT PREPARED BY:
JAMES B. PITTMAN, JR., ESQUIRE
James B. Pittman, Jr., P.C.
Post Office Box 2525
Daphne, AL 36526
(251) 626-7704

License Type: Integrated Facility

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

Date of this notice: 12-15-2022

Employer Identification Number:
88-4398999

Form: SS-4

Number of this notice: CP 575 G

AL FARMS
CHRISTINA WOERNER MCINNIS SOLE MBR
5606 E OAK RIDGE DR
ORANGE BEACH, AL 36561

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-4398999. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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 ALFA. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address. CP 575 G 9999999999

Your Telephone Number () - Best Time to Call DATE OF THIS NOTICE: 12-15-2022 EMPLOYER IDENTIFICATION NUMBER: 88-4398999 FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

AL FARMS CHRISTINA WOERNER MCINNIS SOLE MBR 5606 E OAK RIDGE DR ORANGE BEACH, AL 36561

LIMITED LIABILITY COMPANY AGREEMENT
(aka OPERATING AGREEMENT)

FOR

AL FARMS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT is made and entered into as of the 16th day of December 2022, by CHRISTINA McINNIS (Referred to as "the Member").

The Member agrees and certifies as follows:

ARTICLE ONE
THE LIMITED LIABILITY COMPANY

1.1 Formation. Pursuant to the Alabama Limited Liability Company Law as set forth in Chapter 1 and Chapter 5A of the Alabama Business and Nonprofit Entity Code (the "Act"), the Members are members of a limited liability company (the "Company") subject to the provisions of the Alabama Limited Liability Company Law as currently in effect ("the Act").

1.2 Filing. In connection with the execution of this Limited Liability Company Agreement, a Certificate of Formation that complies with the requirements of the Act has been properly filed in the Office of the Judge of Probate of Jackson County, Alabama, and the Member shall execute such further documents (including amendments to the Certificate of Formation, aka Articles of Organization) and take such further action as is appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and counties where the Company may conduct its business.

1.3 Name. The name of the Company shall be AL FARMS, LLC.

1.4 Registered Office, Registered Agent. The location of the registered office of the Company is 2206 Main Street, Daphne, AL 36526, and thereafter at such other location as the Member may designate. The Company's registered agent at such address shall be James B. Pittman, Jr.

1.5 Term. The term of the Company shall be perpetual, and the Company shall continue until the Company is dissolved in accordance with either the provisions of Article Ten of this Agreement or the Act.

1.6 Purposes. The purposes for which the Company was organized are:

(a) Any lawful purpose, including, but not limited to, matters related to agriculture.

(b) In general, to take any and all actions, and to exercise any and all powers which might now or hereafter be lawful for a limited liability company to do or exercise under the Act or any act amendatory thereof or supplemental thereto that may be now or hereafter in force.

(c) To purchase, own, hold, control, use, develop, improve, exchange, mortgage, lease, rent, sell, convey, or otherwise acquire and dispose of and deal generally in and with, real property, both improved and unimproved, all timber located or to be cultivated thereon, and any and all oil, gas and other minerals and mineral rights of every kind and any easement or other interest therein, wherever situate; to erect, or cause to be erected, on any lands owned, held or occupied by the Company, houses, buildings, or other structures, with their appurtenances; to manage, operate, lease, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on lands so owned, held or occupied; to encumber, sell or otherwise dispose of any lands or interests in lands, timber located or hereafter cultivated thereon, and any buildings or other structures; and

1.7 Principal Place of Business. The location of the principal place of business of the Company shall be at 5606 E Oak Ridge Drive, Daphne, AL 36526, or at such other place as the Members from time to time may select.

ARTICLE TWO
MEMBERS OF THE COMPANY

2.1 The Members. The names and addresses of the Members of the Company are as follows:

<u>Name</u>	<u>Address</u>
Christina McInnis	5606 E Oak Drive, Orange Beach, AL 36561

2.2 Termination of a Member. Termination of a Member shall occur by reason of (1) the death, retirement, resignation, expulsion, bankruptcy, insolvency, or dissolution of the Member, (2) the redemption or transfer of the Member's entire Ownership Interest, or (3) the occurrence of any other event that terminates the continued Membership of the Member in the Company under the Act or under this Agreement.

ARTICLE THREE
CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions. Each Initial Member shall make the Initial Capital Contribution described for that Member on Exhibit "A" at the time and on the terms specified on Exhibit "A." Unless another time for contribution is specified on Exhibit "A," the Initial Capital Contribution shall be made upon the filing of the Articles of Organization with the Probate Court of Baldwin County. The value of the Initial Capital Contributions shall be as set forth on Exhibit "A." No interest shall accrue on any Initial Capital Contribution, and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement.

3.2 Additional Capital Contributions. (a) If in the reasonable opinion of Members holding at least fifty-one percent (51%) of the Ownership Interests of the Company (as defined in Section 4.2 below) (hereinafter "Majority Members") additional capital (*i.e.*, capital in addition to the initial contributions of capital made in accordance with Section 3.1 above) is needed by the Company for debt service or other Company obligations incurred in accordance with this Agreement, or to protect and preserve the value of the Company's property or assets, the Majority Members shall give the Members written notice of such determination ("the Additional Capital Determination Notice"). The Additional Capital Determination Notice shall state (i) the amount of additional capital needed, (ii) the purpose(s) for which the additional capital is needed, and (iii) the date(s) by which the additional capital is needed.

(b) Each Member shall have the right, but not the obligation, to contribute such Member's pro-rata share (as determined in accordance with the relative Member's Ownership Interests) to the Company. Should any Member elect to make such additional contribution, such Member must commit to the Majority Members in writing ("Additional Capital Commitment") within fifteen (15) days following the Additional Capital Determination Notice.

(c) No Member who makes an Additional Capital Commitment in response to any Additional Capital Determination Notice shall, as a result of such Commitment, be obligated to make another Additional Capital Commitment in response to a future Additional Capital Determination Notice.

3.3 Election Not to Make Additional Capital Commitment.

Should any Member not elect to make an Additional Capital Commitment in response to an Additional Capital Determination Notice ("Non-Committing Member"), then the Members who make the Additional Capital Commitment, at their election at any time within ninety (90) days after the election by the Non-Committing Member not to make such Commitment (such election

shall be deemed to have been made on the last day that such Commitment could have been made), may on behalf of the Company:

(a) Withdraw from the capital account of such Non-Committing Member all or any portion of its pro-rata share of the total amount of the capital set forth in the Additional Capital Determination Notice and apply the funds so withdrawn to the working capital of the Company or to the repayment of any liability of the Company to the Committing Member(s) resulting from the Non-Committing Member's decision not to make the Additional Capital Commitment; or

(b) Offset against any distribution payable to such Non-Committing Member the amount of the additional capital for which such Non-Committing Member would have been liable if such Member had made an Additional Capital Commitment; or

(c) Require the Non-Committing Member to sell and assign enough of its Ownership Interest so as to supply the additional capital for which such Non-Committing Member would have been liable if such Member had made an Additional Capital Commitment. Such requirement may be effected by giving written notice to the Non-Committing Member stating in such notice (i) the amount of such Ownership Interest in the Company to be transferred; (ii) the purchase price for such Ownership Interest; and (iii) the person to whom such Interest is to be transferred (e.g., the Company, any or all of the Committing Members, or such other person as the Committing Members may elect). Within the five (5) days after delivery of said notice as herein provided, the Non-Committing Member shall sell and assign its Ownership Interest to the person(s) described in the notice upon the terms and conditions set forth in Section 9.1(a) below.

(d) The other Members may advance to the Company, on behalf of the Non-Committing Member, any amount of additional capital for which such Non-Committing Member would have been liable if such Member had made an Additional Capital Commitment. In the event this option is elected, the Member or Members making such advance shall be repaid the entire amount of such advance, together with interest thereon at a rate equal to the greater of (i) twelve percent (12%) per annum; or (ii) three (3) percentage points above the prime rate or "corporate base rate," as published in the *Wall Street Journal*, on the date of repayment, before any sums are paid to the Non-Committing Member by the Company. Such repayment shall be made only out of the Non-Committing Member's share of any distributions made to the Members, so that, for all purposes, the transaction shall be treated as if the Company had made the distribution to the Non-Committing Member and the Non-Committing Member had repaid such advances and interest. In other words, such advances shall be treated as a loan from the advancing Members to the Non-Committing Member, repayable only out of and to the extent of distributions subsequently paid or payable to the Non-Committing Member.

3.4 No Benefit to Creditors. Notwithstanding the foregoing, no commitment or other obligation to make a capital contribution or loan may be enforced against any Member by any creditor of the Company or any other third person unless the Member against whom such enforcement is sought expressly consents to such enforcement.

ARTICLE FOUR
CAPITAL ACCOUNTS AND
PROFITS, LOSSES AND DISTRIBUTIONS

4.1 Capital Accounts. The Company will establish a Capital Account for each Member and will maintain each Account in accordance with Treasury Regulations § 1.704-1(b)(2)(iv), as the same may be amended from time to time, and all consistent partnership provisions and regulations thereunder or pertaining thereto.

4.2 Profits and Losses. The Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members according to their Ownership Interest in the Company. The allocation shall be as follows:

CHRISTINA McINNIS	100%
-------------------	------

4.3 Negative Capital Account and Qualified Income Offset. A Member is not liable to fund any deficit in the Member's Capital Account at any time. Notwithstanding any other provision in this Agreement, if a Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations § 1.704-1(b)(2)(ii)(d)(4)-(6), as the same may be amended from time to time, and the unexpected adjustment, allocation, or distribution results in a deficit balance in the Capital Account for the Member, the Member will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance or the increase in the deficit balance as quickly as possible. It is intended that this subdivision will meet the requirements of a "qualified income offset" as defined in Treasury Regulations § 1.704-1(b)(2)(ii)(d), and this subdivision is to be interpreted and applied consistent with that intention.

4.4 Distributions. Available funds shall be distributed to the Members in proportion to their Ownership Interests as may be agreed upon by the Members. "Available funds" for this purpose means the Company's gross cash receipts, less the Company's expenditures, and less the amount that the Company should reasonably retain in order to fulfill its business purposes.

ARTICLE FIVE
MEETINGS OF MEMBERS

5.1 Member Meetings. The Act requires no Member meetings, whether annual or special, and therefore, nothing in this Agreement is to be construed as a requirement that the Members hold meetings. However, likewise, nothing is to be construed to prohibit meetings of the Members, but the failure of the Company to observe any formalities or requirements relating to meetings shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

ARTICLE SIX
MANAGEMENT OF COMPANY

6.1 Management of Business. The business and affairs of the Company shall be managed by a Manager elected by a majority of the Members. The Manager may be a Member or a non-Member of the Company. The Manager is CHRISTINA McINNIS

6.2 Tenure and Qualifications of Manager. CHRISTINA McINNIS shall serve until she resigns or is removed by an affirmative vote of a majority of the Members.

6.3 Authority of Manager/Co-Managers. The Manager (which term shall hereinafter include any Co-Manager) shall act at the direction and authorization of Members holding a majority of the Ownership Interests of the Company. When so directed and authorized, the Manager shall have the power to execute, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable in connection with the formation and initial capitalization of the Company. Without proper authorization and direction from the Members in accordance with this Limited Liability Company Agreement, the Manager may only carry out ministerial actions on behalf of the Company and acts that are necessary in the ordinary course of business of the Company. Any document or instrument of any and every nature, including without limitation any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assessment, bill of sale and certificate, which is intended to bind the company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by a manager on behalf of the company.

6.4 Management Fees. The Manager shall be entitled to compensation for acting as Manager of the Company. The Company shall reimburse the Manager for all direct out-of-pocket expenses reasonably incurred by the Manager in managing the Company.

6.5 Company Information. The Manager shall have physical possession of the books and records of the Company, shall give such notices, reports and advice to the Members as may, from time to time, be required or deemed advisable. Upon request, the Manager shall supply to any Member information regarding the Company or its activities. Each Member or its authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this Section shall be at the requesting Member's expense.

ARTICLE SEVEN
RECORDS TO BE KEPT

7.1 Records to be Kept; Right of Inspection. The Company, by and through its Manager, shall keep the following records at its principal place of business in accordance with the Act:

(a) A current list of the full name and last known business or resident street address of each Member and Manager.

(b) A copy of the filed Certificate of Formation (aka Articles of Organization) and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any documents have been executed.

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years.

(d) Copies of the Limited Liability Company Agreement (aka Operating Agreement) of the Company, including any amendments thereto.

(e) Copies of any financial statements of the limited liability company for the three most recent years.

These records, and any other books and records of the Company, wherever situated, are subject to inspection and/or copying at the reasonable request, and at the expense of, any Member or the Member's agent or attorney during regular business hours. The members acknowledge there are no certificates evidencing ownership of LLC interests other than these formation documents.

ARTICLE EIGHT
BOOKS OF ACCOUNT

8.1 Books. The Manager shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Members shall select. The Company's accounting period shall be the calendar year.

8.2 Member's Accounts. Separate capital accounts shall be maintained for each Member, computed as required by the Treasury Regulations under Section 704(b) of the Code.

8.3 Transfers During Year. To avoid an interim closing of the Company's books, the share of profits and losses under Article Four of a Member who transferred part or all of its interest in the Company during the fiscal year shall be determined by taking its proportionate share of the amount of the profits and losses for the year. A proration shall be made based on the portion of the fiscal year that has elapsed prior to the transfer. The balance of the profits and losses attributable to the transferred interest shall be allocated to the transferee of such interest.

8.4 Reports. The books of account shall be closed promptly after the close of each taxable year, and a statement of such Member's distributive share of income and expense for federal income tax reporting purposes shall be prepared by the Manager, at the expense of the Company, and sent to each Member.

8.5 Tax Matters Member. CHRISTINA McINNIS, shall be the Tax Matters Member for the Company, and shall cause the Company to make whatever elections the Company may make under the Code, including the election referred to in Section 754 of the Code to adjust the basis of Company assets.

ARTICLE NINE **TRANSFERS**

9.1 Assignment.

(a) No Member shall, without the written consent of other Members holding a majority of the Ownership Interests in the Company, assign, mortgage, sell or otherwise dispose of his, her or its Ownership Interest (or any portion thereof) in the Company or enter into any agreement as the result of which any person shall become interested with him in the Company, except in the manner specifically provided in this Agreement, nor shall any Member do any act detrimental to the business interest of the Company or which would make it impossible to carry on the ordinary business of the Company.

(b) If the consent referred to in Section 9.1(a) above is obtained, and if at any time a Member proposes to sell, voluntarily assign or mortgage all or any part of his, her or its Ownership Interest in the Company to any person, such Member ("the Selling Member") shall first make a written offer to sell such Ownership Interest to the other Members at a price that is the lesser of (i) the same price as that in the proposed transaction, or (ii) the price determined as provided in Section 9.1(c), and on the terms and conditions set forth in Section 9.1(d). Such written offer shall state the name of the proposed transferee and all the terms and conditions of the proposed transfer, including the price of the proposed transfer. The other Members shall have the right for a period of thirty (30) days after receipt of such offer to elect to purchase all or a portion of such Ownership Interest. In exercising their right to purchase, the other Members may divide such Ownership Interest in any manner to which they shall all agree, and not all of them must participate in the purchase. In the absence of such agreement, the other Members shall divide

such Ownership Interest in proportion to their Ownership Interests as of the time the offer is made. To exercise such right to purchase, the other Members shall give written notice to the Selling Member. If the other Members do not elect to purchase all of such Ownership Interest, the Selling Member may transfer such Ownership Interest to the proposed transferee named in the offer to the other Members. However, if the Selling Member does not complete the transfer within ninety (90) days after the other Members' right to purchase has terminated, the Selling Member shall make a new offer to the other Members and the provisions of this Section 9.1(b) shall again apply.

(c) The purchase price for the Selling Member's Ownership Interest for purposes of Section 9.1(b) and this Agreement shall be determined as follows:

(1) The value of the Company's real property shall be the fair market value of such property as determined by agreement between the Selling Member and the Purchasing Members. If the Selling Member and the Purchasing Members are unable to agree as to the fair market value, the Members shall appoint a qualified appraiser to determine the fair market value of such property, and the determination of fair market value made by such appraiser shall be final, conclusive and binding upon the parties. The Selling Member shall pay for the cost of the appraisal.

(2) The value of the Company's marketable securities shall be their fair market value as evidenced by the trading in such securities on any stock exchange or over-the-counter market.

(3) The value of the Company's cash shall be its full face value.

(4) The value of the Company's accounts receivable shall be their full face value less such amount as the Members deem appropriate to reflect the possibility of non-payment.

(5) The value of the Company's goodwill shall be as determined by the Company's duly appointed independent accountants.

(6) The value of all other assets shall be their fair market value as the Members shall determine.

(7) The aggregate value of the Company's assets as determined above shall be reduced by the face amount of the aggregate amount of the Company's accounts payable and other liabilities.

(8) The purchase price of the Selling Member's Ownership Interest shall be the portion of the total value of the Company as determined under Sections (1) through (7)

above that is attributable to the portion of such Selling Member's Ownership Interest being sold pursuant to this Agreement.

(d) The Purchasing Member or Members shall pay for the Selling Members' Ownership Interest in cash or by delivery of a promissory note containing terms and conditions mutually acceptable to the Selling and Purchasing Members, within sixty (60) days after notifying the Selling Member of the exercise of the right to purchase such Ownership Interest. If the parties cannot agree, the note shall provide for five (5) equal annual payments, bearing annual interest at the current prime rate as published in the *Wall Street Journal*.

9.2 Death, Bankruptcy, or Other Termination Event.

(a) If a Member dies or is dissolved, his, her or its executor or administrator, shall succeed to his, her or its Ownership Interest in the profit or loss and capital of the Company. If a Member shall be adjudicated bankrupt, or be ruled incompetent by a probate (or similar court) having jurisdiction of such Member, his or its trustee, committee, guardian or conservator, as the case may be, shall succeed to such Ownership Interest.

(b) In the event the continued Membership of a Member in the Company is terminated by reason of death, or the voluntary redemption or transfer of the member's entire Ownership Interest, the other Members shall have the right to purchase the Ownership Interest of such Member. The other Members shall have the right for a period of ninety (90) days after receiving notice of such event to elect to purchase all or a portion of such Ownership Interest. In exercising their right to purchase, the other Members may divide such Ownership Interest in any manner to which they shall all agree, and not all of them must participate in the purchase. In the absence of such agreement, the other Members shall divide such Ownership Interest in proportion to their Ownership Interests as of the time the offer is made. To exercise such right to purchase, the other Members shall give written notice to the representatives of the Member whose Ownership Interest is to be purchased. If the other Members do not elect to purchase all of such Ownership Interest, the representatives of the terminated Member may retain such Ownership Interest subject to the terms of this Agreement.

(c) The purchase price for such Ownership Interest in the event of death or voluntary redemption or transfer of the Member's entire Ownership Interest, shall be determined in accordance with Section 9.1(c) above and may be payable by a promissory note as provided in Section 9.1(d).

(d) In the event the continued Membership of a Member in the Company is terminated by reason of involuntary transfer, bankruptcy, insolvency, divorce, foreclosure or other involuntary transfer of all or a part of the Member's Ownership Interest, the other Members shall

have the obligation to purchase for the price and upon the terms set out in paragraph (e) below, the Ownership Interest of such Member. In fulfilling such obligation, the other Members may divide such Ownership Interest in any manner to which they shall all agree, and not all of them must participate in the purchase.

(e) The purchase price for such Ownership Interest in the event of involuntary transfer, bankruptcy, insolvency, divorce, foreclosure or other involuntary transfer, shall be the value of the Member's Ownership Interest as valued for federal estate tax purposes taking into account any and all discounts allowed by the Internal Revenue Service for such Ownership Interest, and shall be payable in fifteen (15) equal annual payments, bearing annual interest at the applicable federal rate as determined from time to time by the federal government.

(f) Notwithstanding the above, neither the Members nor the Company shall be obligated at any time to buy out or purchase the Ownership Interest of a Member in the event of such Member's termination (other than the obligation set out in paragraph (d) above), and each of the Members acknowledges that the provisions of this Section 9.2 constitute the exclusive remedies of the Members and the Company with respect to the buy-out of a Member's Ownership Interest.

9.3 Substitution of Transferee as Member. Anything contained in this Article Nine to the contrary notwithstanding, no transferee, designee or legal representative of a Member shall become a Substitute Member (defined as an assignee who has been admitted to all rights of Membership pursuant to this Agreement) without the consent of Members holding a majority of the Ownership Interests in the Company. In the event that such a consent is not granted, the transferee has no right to participate in the management of the business and affairs of the Company and is entitled only to receive the share of profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. As conditions to admission as a Substitute Member (a) any transferee, designee or legal representative of the Member shall execute and deliver such instruments, in form and substance satisfactory to the Majority Members, as the Majority Members shall deem necessary to cause the transferee to become a Substitute Member, and (b) such transferee, designee or legal representative shall pay all reasonable expenses in connection with admission as a Substitute Member, including but not limited to, the cost of preparation and filing of any amendment of this Agreement or the Articles of Organization necessary or desirable in connection therewith.

9.4 Additional Members. Additional Members (defined as a Member other than an Initial or Substitute Member who has acquired an Ownership Interest from the Company), shall be admitted to the Company upon the written consent of then existing Members holding a majority of the Ownership Interests of the Company.

ARTICLE TEN

DISSOLUTION AND TERMINATION

10.1 Dissolution. The Company shall be dissolved and its affairs wound up upon occurrence of the first of the following events:

(a) Written consent of then existing Members holding a majority of the Ownership Interests in the Company.

(b) When there is no remaining Member, unless either of the following applies:

1. The holders of all the financial rights in the Company agree in writing, within ninety (90) days after the cessation of membership of the last Member, to continue the legal existence and business of the Company and to appoint one or more new Members; or

2. The legal existence and business of the Company is continued and one or more new Members are appointed by the holders of all the financial rights in the Company, within ninety (90) days after the cessation of membership of the last Member.

(d) When the Company is not the successor limited liability company in the merger or consolidation with one or more limited liability companies or other entities.

(e) Entry of a decree of judicial dissolution under Section 10-12-38 of the Act.

Notwithstanding any provision of the Act to the contrary, the Company shall continue and not dissolve as a result of the resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued Membership of the Member.

10.2 Final Accounting. In case of the Company's dissolution, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

10.3 Liquidation. Upon the Company's dissolution, the Manager or, if none, some person selected by a Members holding a majority of the Ownership Interests in the Company, shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds from liquidation to the Members in the order of priority set forth in §10-12-41, Code of Alabama (1975), as from time to time amended, except as otherwise may be required to comply with Treasury Regulations under Section 704(b) of the Code.

10.4 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, he shall distribute such assets to

them in undivided interests as tenants in common in the percentages established under Section 4.2 above.

10.5 Cancellation of Certificate. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall sign and otherwise cause the Company to execute articles of dissolution and take such other actions as may be necessary to terminate the Company.

ARTICLE ELEVEN
AMENDMENT TO AGREEMENT

11.1 Amendments. Amendments to this Limited Liability Company Agreement and to the Certificate of Formation must be proposed to the Members by the Manager or by one or more Members owning twenty percent (20%) or more of the Ownership Interests in the Company. A proposed amendment shall become effective at such time as it has been approved in writing by Members holding a majority of the Ownership Interests in the Company.

ARTICLE TWELVE
NOTICES

12.1 Method for Notices. All notices hereunder shall be sent by first class mail, postage prepaid, and addressed as set forth in Section 1.10 above (except that any Member may from time to time give notice changing its address for such purpose) and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

12.2 Computation of Time. In computing any period of time under this Limited Liability Company Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE THIRTEEN
GENERAL PROVISIONS

13.1 Entire Agreement. This Limited Liability Company Agreement (a) contains the entire agreement among the parties, (b) except as provided in Article Eleven, may not be amended,

nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, (c) shall be construed in accordance with, and governed by, the laws of Alabama, and (d) shall be binding upon and shall inure to the benefit of the parties and their respective personal representatives, successors and assigns, except as above set forth.

13.2 Construction Principles. Words in any gender shall be deemed to include the other genders. The singular shall be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretations of this Limited Liability Company Agreement.

13.3 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the State Partnership Act nor the State Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

13.4 Rights of Creditors and Third Parties. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Company Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

13.5 Conflicts of Interest.

(a) A Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity, that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter, and to the fullest extent provided by law, the Members may engage in other transactions and businesses.

(b) A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the Company or disinterested Members holding a majority of the Ownership

expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter, and to the fullest extent provided by law, the Members may engage in other transactions and businesses.

(b) A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either the transaction is fair to the Company or disinterested Members holding a majority of the Ownership Interests in the Company authorize, approve, or ratify the transaction, knowing the material facts of the transaction and the Member's interest.

IN WITNESS WHEREOF, the Members acknowledge under penalties of perjury that the matters and facts set forth in this Limited Liability Company Agreement are true and that they have signed this Limited Liability Company Agreement on the respective dates set forth below to be effective as of the date first above written.

MEMBER:
CHRISTINA McINNIS

By: *Christina McInnis*
As Its Manager

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that CHRISTINA McINNIS, whose name is signed as Member to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument he executed the same voluntarily.

GIVEN under my hand this the 10 day of Dec., 2022.

Jessica Chambless
NOTARY PUBLIC
My Commission Expires:
MEMBER:

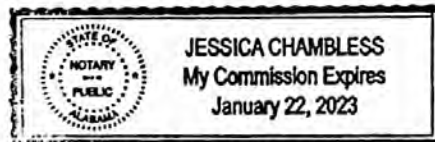


EXHIBIT "A"

AL FARMS, LLC

INITIAL CAPITAL CONTRIBUTION

MEMBERS

AMOUNT OF CONTRIBUTION

CHRISTINA McINNIS

\$100.00

THIS INSTRUMENT PREPARED BY:
JAMES B. PITTMAN, JR., ESQUIRE
James B. Pittman, Jr., P.C.
Post Office Box 2525
Daphne, AL 36526
(251) 626-7704

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Plant Development Services, Inc., as received and filed in the Office of the Secretary of State on 09/25/1996.



20221214000008742

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.

12/14/2022

Date

A handwritten signature in black ink that reads "John H. Merrill".

John H. Merrill

Secretary of State

ARTICLES OF INCORPORATION

THE STATE OF ALABAMA
BALDWIN COUNTY
I Adnan T. Johns
Judge of Probate in and
for said State and County, do hereby certify that the
within and foregoing is a true and correct copy of
as the same appears of record in my office on this date.
Record Book Misc Page 710-12
3rd Given under my hand and seal of office this
day of October 1996
Adnan T. Johns
Judge of Probate

We, the undersigned, as proper persons acting as incorporators of a corporation under the laws of the state of Alabama, adopt the following articles of incorporation:

ARTICLE ONE

The name of the corporation is: PLANT DEVELOPMENT SERVICES INC.

ARTICLE TWO

The period of its duration is: perpetual.

ARTICLE THREE

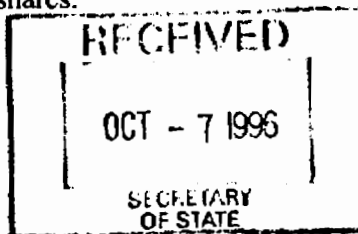
The purpose of the corporation is: the origination, development, and marketing of proprietary and other plants; and to transact any or all business for which corporations may be incorporated under the Alabama Business Corporation Act.

ARTICLE FOUR

The aggregate number of authorized shares is: ten thousand (10,000) with a par value of ten dollars (\$10.00) per share.

ARTICLE FIVE

The corporation will not commence business until at least ten thousand (\$10,000.00) dollars have been received by it as consideration for the issuance of shares.



RECORDED
SEP 25 11 41 AM '96
36.00
FEE

MISC 00390 PAGE 0710

ARTICLE SIX

Cumulative voting of shares of stock is authorized.

ARTICLE SEVEN

Provisions limiting or denying to shareholders the pre-emptive right to acquire additional or treasury shares of the corporation are: none.

ARTICLE EIGHT

Provisions for regulating the internal affairs of the corporation are: affirmation by a simple majority of shares.

ARTICLE NINE

The address of the initial registered office of the corporation is: 15315 Kelly Road, Loxley, Alabama 36551 and the name of its initial registered agent at such address is:

Gregory L. Smith Jr.

ARTICLE TEN

Address of the principal place of business is: 15315 Kelly Road, Loxley, Alabama 36551.

ARTICLE ELEVEN

The number of directors constituting the initial board of directors of the corporation is one, and the names and address of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
Gregory L. Smith Jr.	PO Box 7, Loxley, AL. 36551

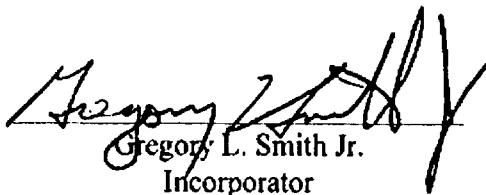
HSR 0090 PAGE 0711

ARTICLE TWELVE

The name and address of each incorporator is:

Name	Address
Gregory L. Smith Jr.	P. O. Box 7, Loxley, AL. 36551

IN WITNESS WHEREOF, THE UNDERSIGNED, being the incorporator of the above styled corporation, hereunto subscribes his name as of this 25 day of Sept, 1996.

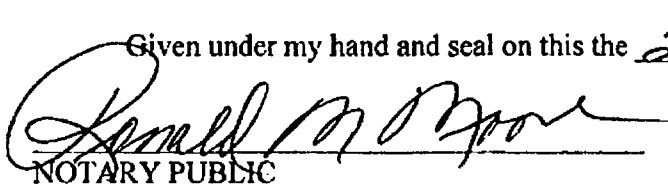

 Gregory L. Smith Jr.
 Incorporator

MISC 0090 PAGE 0712

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County and State, hereby certify that Gregory L. Smith, Jr. whose name is signed to the foregoing Articles of Incorporation of PLANT DEVELOPMENT SERVICES INC. and who is known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Incorporation, executed the same voluntarily on the day the same bears date and said Articles are the act and deed of the signer and the facts stated therein are true.

Given under my hand and seal on this the 25 day of Sept, 1996


 NOTARY PUBLIC

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 14, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Plant Development Services, Inc.

This domestic corporation name is proposed to be incorporated in Baldwin County and is for the exclusive use of Gregory L Smith Jr, P O Box 708, Loxley, AL 36551 for a period of one hundred twenty days beginning September 17, 1996 and expiring January 16, 1997.



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

September 17, 1996

Date

A handwritten signature in cursive script that reads "Jim Bennett".

Jim Bennett

Secretary of State

Company Name	EIN
Plant Development Services, Inc.	63-1180558

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

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Flowerwood Management Inc., as received and filed in the Office of the Secretary of State on 09/25/1996.



20221214000008742

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.

12/14/2022

Date

A handwritten signature in black ink that reads "John H. Merrill".

John H. Merrill

Secretary of State

THE STATE OF ALABAMA
BALDWIN COUNTY
I Adrian T. Johns
Judge of Probate in and
for said State and County, do hereby certify that the
within and foregoing is a true and correct copy of
the same appears of record in my office on this date.
Record Book Misc 90 Page 713-15
3rd day of October 1996
Adrian T. Johns
Judge of Probate

ARTICLES OF INCORPORATION

We, the undersigned, as proper persons acting as incorporators of a corporation under the laws of the State of Alabama, adopt the following articles of incorporation:

ARTICLE ONE

The name of the corporation is: FLOWERWOOD MANAGEMENT INC.

ARTICLE TWO

The period of its duration is: perpetual.

ARTICLE THREE

The purpose of the corporation is: to provide management, advisory, and consulting services; and to transact any or all business for which corporations may be incorporated under the Alabama Business Corporation Act.

ARTICLE FOUR

The aggregate number of authorized common shares is: ten thousand (10,000) with a par value of ten dollars (\$10.00) per share.

ARTICLE FIVE

The corporation will not commence business until at least ten thousand dollars (\$10,000.00) have been received by it as consideration for the issuance of shares.

182654
H/00

RECORDED
BALDWIN COUNTY
SEP 25 11 42 AM '96
MISC 90-713-15
JUDGE OF PROBATE

MISC 00390 PAGE 0713

RECEIVED
OCT - 7 1996
SECRETARY
OF STATE

ARTICLE SIX

Cumulative voting of shares of stock is authorized.

ARTICLE SEVEN

Provisions limiting or denying to shareholders the pre-emptive right to acquire additional or treasury shares of the corporation are: none

ARTICLE EIGHT

Provisions for regulating the internal affairs of the corporation are: affirmation by a simple majority of shares

ARTICLE NINE

The address of the initial registered office of the corporation is: 15315 Kelly Road, Loxley, Alabama 36551 and the name of its initial registered agent at such address is: Gregory L. Smith Jr..

ARTICLE TEN

Address of the principal place of business is: 15315 Kelly Road, Loxley, Alabama 36551.

ARTICLE ELEVEN

The number of directors constituting the initial board of directors of the corporation is one, and the names and address of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Name	Address
Gregory L. Smith Jr.	P. O. Box 7, Loxley, AL. 36551

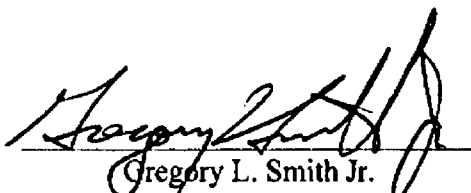
MISC 0090 PAGE 0714

ARTICLE TWELVE

The name and address of each incorporator is:

Name	Address
Gregory L. Smith Jr.	P. O. Box 7, Loxley, AL. 36551

IN WITNESS WHEREOF, THE UNDERSIGNED, being the incorporator of the above styled corporation, hereunto subscribes his name as of this 25 day of Sept, 1996.



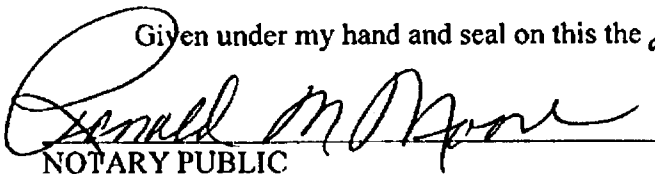
 Gregory L. Smith Jr.
 Incorporator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said County and State, hereby certify that Gregory L. Smith, Jr. whose name is signed to the foregoing Articles of Incorporation of FLOWERWOOD MANAGEMENT INC. and who is known to me, acknowledged before me on this day that, being informed of the contents of said Articles of Incorporation, executed the same voluntarily on the day the same bears date and said Articles are the act and deed of the signer and the facts stated therein are true.

MISC0090 PAGE 0715

Given under my hand and seal on this the 25 day of Sept, 1996



 NOTARY PUBLIC

My Commission Expires: _____

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 19, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.**

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

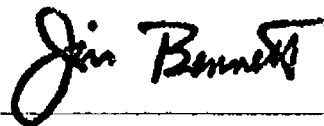
Flowerwood Management Inc.

This domestic corporation name is proposed to be incorporated in Baldwin County and is for the exclusive use of Gregory J. Smith, P O Box 708, Loxley, AL 36551 for a period of one hundred twenty days beginning September 17, 1996 and expiring January 16, 1997.

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

September 17, 1996

Date



Jim Bennett

Secretary of State



1 Name of applicant (Legal name) (See instructions.)
FLOWERWOOD MANAGEMENT INC

2 Trade name of business (if different from name on line 1)

3 Executor, trustee, "care of" name
GREGORY L. SMITH JR.

4a Mailing address (street address) (room, apt., or suite no.)
P.O. BOX 7

5a Business address (if different from address on lines 4a and 4b)
15315 KELLY ROAD

4b City, state, and ZIP code
LOXLEY, AL 36551

5b City, state, and ZIP code
LOXLEY, AL 36551

6 County and state where principal business is located
BALDWIN, AL

7 Name of principal officer, general partner, grantor, owner, or trustor—SSN required (See instructions.) ►
GREGORY L. SMITH JR SSXX 423-60-2342

8a Type of entity (Check only one box.) (See instructions.)

Sole proprietor (SSN) _____

Partnership Personal service corp.

REMIC Limited liability co.

State/local government National Guard

Other nonprofit organization (specify) ► _____ (enter GEN if applicable)

Other (specify) ► **Management Company**

Estate (SSN of decedent) _____

Plan administrator-SSN _____

Other corporation (specify) ► _____

Trust Farmers' cooperative

Federal Government/military Church or church-controlled organization

8b If a corporation, name the state or foreign country (if applicable) where incorporated

State **Alabama** Foreign country _____

9 Reason for applying (Check only one box.)

Started new business (specify) ► **Management Company**

Hired employees

Created a pension plan (specify type) ► _____

Banking purpose (specify) ► _____

Changed type of organization (specify) ► _____

Purchased going business

Created a trust (specify) ► _____

Other (specify) ► _____

10 Date business started or acquired (Mo., day, year) (See instructions.)
9-25-96

11 Closing month of accounting year (See instructions.)
SEPTEMBER

12 First date wages or annuities were paid or will be paid (Mo., day, year). **Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien. (Mo., day, year)** ► **31 October, 1996**

13 Highest number of employees expected in the next 12 months. **Note: If the applicant does not expect to have any employees during the period, enter -0-. (See instructions.)** ►

Nonagricultural	Agricultural	Household
5		

14 Principal activity (See instructions.) ► **MANAGEMENT SERVICES**

15 Is the principal business activity manufacturing? Yes No
 If "Yes," principal product and raw material used ► _____

16 To whom are most of the products or services sold? Please check the appropriate box. Business (wholesale) N/A

Public (retail) Other (specify) ► _____

17a Has the applicant ever applied for an identification number for this or any other business? Yes No
Note: If "Yes," please complete lines 17b and 17c.

17b If you checked "Yes" on line 17a, give applicant's legal name and trade name shown on prior application, if different from line 1 or 2 above.
 Legal name ► **Summitt Landscape Supply, Inc** Trade name ► _____

17c Approximate date when and city and state where the application was filed. Enter previous employer identification number if known.

Approximate date when filed (Mo., day, year)	City and state where filed	Previous EIN
1st August, 1996	MOBILE, AL	63 : 1177070

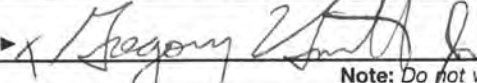
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

GREGORY L. SMITH JR.
PRESIDENT, SECRETARY

Name and title (Please type or print clearly.) ►

Business telephone number (include area code)
1-334-964-5122

Fax telephone number (include area code)
1-334-964-6355

Signature ►  Date ► **9/25/96**

Note: Do not write below this line. For official use only.

Please leave blank ►	Geo.	Ind.	Class	Size	Reason for applying

Exhibit 12 – Business License and Authorization of Local Authorities

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 12 – Business License and Authorization of Local Authorities

As an Integrated Facility, the Applicant intends to operate six (6) facilities: one (1) facility where cultivation, processing, and secure transportation will be co-located, and five (5) dispensing sites. We address below the requirements of 12.1 (business license) and 12.2 (resolutions or ordinances by local jurisdictions approving the Applicant's business presence in the local jurisdiction) for each of these facilities. However, since our proposed co-located cultivation, processing, and secure transporter facility and one of our proposed dispensing sites are both located in Loxley, Alabama, we have combined our response as to those facilities since they fall under the same local jurisdiction.

Attachments begin on Page 10.

Table of Contents

FACILITY #1 AND #2: CULTIVATION AND PROCESSING FACILITY CO-LOCATED AND LOXLEY DISPENSING SITE3

12.1 BUSINESS LICENSE3
12.2 LOCAL AUTHORIZATION3

FACILITY #3: GADSDEN DISPENSARY SITE.....5

12.1 BUSINESS LICENSE5
12.2 LOCAL AUTHORIZATION5

FACILITY #4: MONTGOMERY DISPENSING SITE.....6

12.1 BUSINESS LICENSE6
12.2 LOCAL AUTHORIZATION6

FACILITY #5: MOBILE DISPENSING SITE7

12.1 BUSINESS LICENSE7
12.2 LOCAL AUTHORIZATION7

FACILITY #6: MONROEVILLE DISPENSING SITE8

12.1 BUSINESS LICENSE8
12.2 LOCAL AUTHORIZATION8

ATTACHMENTS10

**Facility #1 and #2: Cultivation and Processing Facility Co-Located and Loxley
Dispensing Site**

Facility #1: Co-located cultivation, processing, and secure transporter facility

Address: 15315 Kelly Rd. Loxley, AL 36551

Facility #2: Dispensing Site

Address: 12601 N Hickory St. Loxley, AL 36551

12.1 Business License

As a Medical Cannabis Business Applicant, a business license to operate medical cannabis facilities is not an applicable requirement at this time. If awarded a license, the Applicant will comply with all state and local laws, including obtaining whatever permit(s) and/or license(s) are required by the local authorities in any jurisdiction in which we propose to locate and operate. As an Alabama State-Licensed agricultural business since 1938, the Applicant is well versed on obtaining, renewing, and maintaining in good standing all requirements to sustain compliant operations, as well as remain an invaluable pillar in the community.

12.2 Local Authorization

On August 29, 2022, the City Council of Loxley, Alabama adopted an ordinance approving cannabis dispensary operations within the corporate city limits of the City of Loxley. Please find Ordinance No. 2022-27 attached as “Attachment A to Exhibit 12 – Loxley City Ordinance Approving Cannabis Dispensary Operations.”

The Applicant has also obtained a Zoning Verification Letter from Community Development Director Johnathan I. Smith, indicating that the proposed address has a zoning designation of B-1A, General Business District, and confirming that a medical cannabis dispensary is allowed use in this zoning district. This zoning verification letter is attached as “Attachment B to Exhibit 31 – Loxley Dispensary Zoning Verification Letter.”

The Applicant has obtained a letter from City of Loxley Community Development Director Jonathan I. Smith, indicating the City’s support for the Applicant’s Integrated License application and for the location of that facility in Loxley. The letter states “[should

the Applicant] be awarded a license my office will work closely with them to make sure that any future medical cannabis facility meets all zoning requirements and other applicable ordinances.” This letter is attached as “Attachment C to Exhibit 12 – Loxley City Letter of Support.”

The Applicant has also obtained a letter of support from Loxley Police Department Chief John Cason, indicating the Department’s support for the Applicant’s Integrated License application and for the location of that facility in Loxley. The letter also reiterates the Applicant’s plan to consult and collaborate with the Loxley Police Department to implement and ensure the efficacy of their security plan and practices, which includes the Loxley Police Department providing off-duty officers as security guards at the cultivation, processing, and dispensary sites in Loxley. This letter is attached as “Attachment D to Exhibit 12 – Loxley Police Department Letter of Support.”

The Applicant has additionally obtained a letter from Representative Donna Givens, Alabama State House, District 64, indicating her support for the Applicant’s Integrated License application and the location of that facility in her district. Representative Givens, who also serves as Chair of both the North and Central Baldwin Chambers of Commerce, as well as on the board of the South Baldwin Chamber and the South Baldwin Regional Medical Center, states in her letter, “I can assure you that my office and I will be working closely with [the Applicant] to make sure there is proper governmental oversight and assistance for their endeavors, whether it's encouraging workforce development to fill the jobs this venture will create or navigating the zoning ordinances inherent in the local governmental process.” This letter is attached as “Attachment E to Exhibit 12 – Representative Donna Givens Letter of Support.”

The Applicant has also obtained a letter of support from Alabama State Senator Greg Albritton, District 22. Senator Albritton states that he would “feel blessed to get to represent [the Applicant] as part of [his] district.” This letter is attached as “Attachment F to Exhibit 12 – Senator Greg Albritton Letter of Support.”

Finally, as the parcel of land located at 15315 Kelly Rd. Loxley, AL 36551 where the cultivation and processing facility is proposed to be located falls partially under the jurisdiction of Baldwin County, the Applicant has obtained a zoning verification letter from Baldwin County verifying that the parcel is zoned RA, which permits the use required for

the cultivation and processing of medical cannabis. This letter is attached as “Attachment G to Exhibit 12 – Zoning Verification.” To clarify, the address for the proposed dispensing site at 12601 N Hickory St. Loxley, AL 36551 falls fully within the city limits of Loxley.

Facility #3: Gadsden Dispensary Site

Address: 313 S 4th St. Gadsden, AL 35901

12.1 Business License

As indicated in the Zoning Verification Letter for this proposed address from City of Gadsden Zoning Administrator Tina P. Cody (see below for more detail), “a Medical Cannabis Dispensary... is eligible to apply for a City of Gadsden business license *only after the applicant has received a provisional Integrated Facility License...*from the Alabama Medical Cannabis Commission” (emphasis added). As such, the Applicant will apply for a City of Gadsden business license if awarded a license.

As a Medical Cannabis Business Applicant, a business license to operate medical cannabis facilities is not an applicable requirement at this time. If awarded a license, the Applicant will comply with all state and local laws, including obtaining whatever permit(s) and/or license(s) are required by the local authorities in any jurisdiction in which we propose to locate and operate. As an Alabama State-Licensed agricultural business since 1938, the Applicant is well versed on obtaining, renewing, and maintaining in good standing all requirements to sustain compliant operations, as well as remain an invaluable pillar in the community.

12.2 Local Authorization

On October 11, 2022, the City Council of Gadsden, Alabama adopted an ordinance approving the operation of cannabis dispensary operations within the corporate city limits of the City of Gadsden. municipality. Please find Ordinance No. 0-37-22 and Ordinance No. 0-49-22 attached as “Attachment H to Exhibit 12 – Gadsden City Ordinances Approving Cannabis Dispensary Operations.”

The Applicant has also obtained a Zoning Verification Letter from the City of Gadsden Zoning Administrator Tina P. Cody, indicating that the proposed address has a

zoning designation of B-2, General Business District, and confirming that under the City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f), a medical cannabis dispensary is a permitted use in this zoning district. This zoning verification letter is attached as “Attachment I to Exhibit 12 – Gadsden City Zoning Verification Letter.”

The Applicant has additionally received a Letter of Support from City of Gadsden Mayor Craig Ford indicating that he supports the Applicant “open[ing] and operat[ing] a medical cannabis facility in Gadsden” and that he believes the Applicant’s business “will be beneficial to Gadsden residents and the goals of the state.” This letter is attached as “Attachment J to Exhibit 12 – City of Gadsden Mayor Craig Ford Letter of Support.”

Facility #4: Montgomery Dispensing Site

Address: 723 N Perry St. Montgomery, AL 36106

12.1 Business License

As a Medical Cannabis Business Applicant, a business license to operate medical cannabis facilities is not an applicable requirement at this time. If awarded a license, the Applicant will comply with all state and local laws, including obtaining whatever permit(s) and/or license(s) are required by the local authorities in any jurisdiction in which we propose to locate and operate. As an Alabama State-Licensed agricultural business since 1938, the Applicant is well versed on obtaining, renewing, and maintaining in good standing all requirements to sustain compliant operations, as well as invaluable pillar in the community.

12.2 Local Authorization

On December 9, 2022, the City Council of Montgomery, Alabama adopted an ordinance approving cannabis dispensary operations within the corporate city limits of the City of Montgomery. Please find Ordinance No. 63-2021 attached, (identified as “Attachment K to Exhibit 12 – Montgomery City Ordinance Approving Cannabis Dispensary Operations”).

The Applicant has obtained a zoning verification letter, undersigned by Land Use Control Administrator Thomas M. Tyson, Jr., indicating that the proposed address at 723 N

Perry St. in Montgomery has a zoning designation of M-1, which permits a medical cannabis dispensary. See attached a the zoning verification letter, (identified as “Attachment L to Exhibit 12 – Montgomery Dispensary Zoning Verification”.

The Applicant has also obtained a letter from Montgomery City Councilmember Glen O. Pruitt, Jr., District 8, indicating support for the Applicant’s Integrated Facility application and proposed location in the City Montgomery. See attached a copy of the letter, (identified as “Attachment M to Exhibit 12 – Montgomery City Council Letter of Support”.

Facility #5: Mobile Dispensing Site

Address: 6412 Airport Blvd. Mobile, AL 36608

12.1 Business License

As a Medical Cannabis Business Applicant, a business license to operate medical cannabis facilities is not an applicable requirement at this time. If awarded a license, the Applicant will comply with all state and local laws, including obtaining whatever permit(s) and/or license(s) are required by the local authorities in any jurisdiction in which we propose to locate and operate. As an Alabama State-Licensed agricultural business since 1938, the Applicant is well versed on obtaining, renewing, and maintaining in good standing all requirements to sustain compliant operations, as well as remain invaluable pillar in the community.

Additionally, The City of Mobile has not yet released medical cannabis business license applications. For businesses that require licensure with the State, the City of Mobile requires the State License in order to obtain a Mobile City Business License.

12.2 Local Authorization

On December 13, 2022, the City Council of Mobile, Alabama adopted an ordinance approving cannabis dispensary operations within the corporate city limits of the City of Mobile. Please find Ordinance No. 01-062-2022 attached as “Attachment N to Exhibit 12 – Mobile City Ordinance Approving Cannabis Dispensary Operations”.

The Applicant has also obtained a Zoning Certification Letter from the Planning and Zoning Department of the City of Mobile, undersigned by Principal Planner D. Logan

Anderson, indicating that the proposed address has a zoning designation of B-2, Neighborhood Business District, and confirming that a medical cannabis dispensary is allowed use in this zoning district. This zoning verification letter is attached as “Attachment O to Exhibit 31 – Mobile Dispensary Zoning Certification

Facility #6: Monroeville Dispensing Site

Address: 16 Medical Center Dr Monroeville, AL 36460

12.1 Business License

As a Medical Cannabis Business Applicant, a business license to operate medical cannabis facilities is not an applicable requirement at this time. If awarded a license, the Applicant will comply with all state and local laws, including obtaining whatever permit(s) and/or license(s) are required by the local authorities in any jurisdiction in which we propose to locate and operate. As an Alabama State-Licensed agricultural business since 1938, the Applicant is well versed on obtaining, renewing, and maintaining in good standing all requirements to sustain compliant operations, as well as remain an invaluable pillar in the community.

Additionally, the City of Monroeville has not yet issued as Business License Code for medical cannabis businesses.

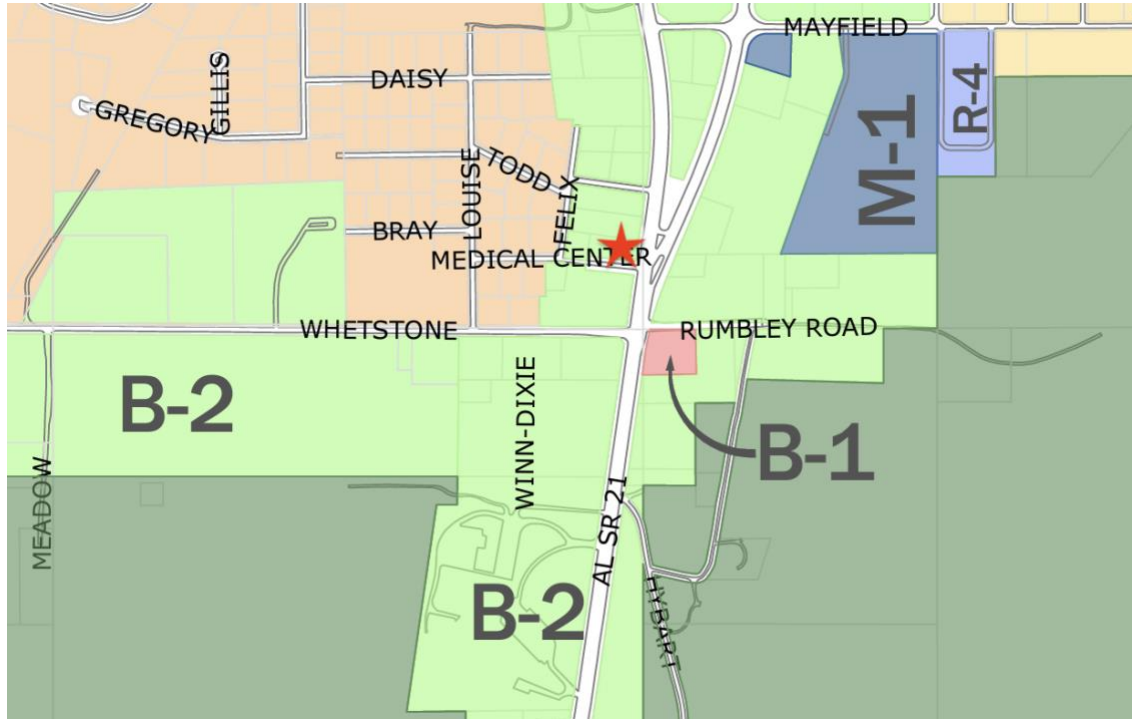
12.2 Local Authorization

On November 15, 2022, the City Council of Monroeville, Alabama adopted a resolution approving cannabis dispensary operations within the corporate city limits of the City of Monroeville. Please find Resolution 2022-11-005 attached as “Attachment P to Exhibit 31 – Monroeville City Ordinance Approving Cannabis Dispensary Operations”.

The official zoning map of the City of Monroeville indicates that the proposed address has a zoning designation of B-2, Business District, General Shopping. Monroeville’s Zoning Ordinance defines the Purpose of the B-2 Zoning District as *“This district is designed primarily to accommodate existing and future development of mixed commercial uses that*

are complementary to each other and contribute to commerce of the city.” (Section 3.1 of Article XIII).

Proposed location indicated with red star.



ATTACHMENTS

Attachment A to Exhibit 12 - Loxley City Dispensary Ordinance

ORDINANCE NO. 2022-27

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY
WITHIN THE CORPORATE LIMITS OF THE CITY OF LOXLEY**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See, §§20-2A-50 - 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Loxley; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Loxley will bring the potential of new agricultural development to the community and provide many employment opportunities for the citizens of the City of Loxley; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Loxley, thus increasing revenue.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOXLEY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Loxley subject to any applicable zoning restrictions the City of Loxley may adopt pursuant to §20-2A-51(c)(3).

ADOPTED this the 29th day of August, 2022.



Richard Teal
Mayor


ATTEST:


Melissa Lawrence
City Clerk/Treasurer

CERTIFICATION

I, Melissa Lawrence, Clerk of the City of Loxley, Alabama, hereby certify that above-noted ordinance was published by posting copies thereof in the Loxley Post Office, the Town Hall, the Loxley Public Library, and the Loxley Police Station beginning August 31, 2022, and took effect five days thereafter.




Melissa Lawrence
City Clerk/Treasurer

Attachment B to Exhibit 12 - Loxley Dispensary Zoning Verification



CITY OF LOXLEY

RICHARD L. TEAL, MAYOR

City Clerk – Treasurer
Melissa Lawrence

P. O. Box 9
LOXLEY, ALBAMA 36551

Council Members

Richard Lee Wilson
Jeffrey T. Knight
Katherine Q. Breeden
Chris McCall
Kasey Childress

OFFICE: (251) 964-5162
FAX: (251-964-5371)

December 27, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

RE: Zoning Verification Letter

To Whom it May Concern:

The subject property located at 12601 North Hickory Street, Loxley, AL, 36551, is located within the corporate limits of the City of Loxley and has a zoning designation of B-1A, General Business District. The City of Loxley Zoning Ordinance allows for a Medical Cannabis Dispensary as a "use by right" in a B-1A, General Business District. This letter does not exempt this use or property from any other requirements for review, permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 12601 North Hickory Street, Loxley, AL, 36551, being a "use by right", at this time, in a B-1A, General Business District, is eligible to apply for a City of Loxley business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission (AMCC).

This information was researched on December 27, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon the information provided by the requestor. The Authority assumes no liability for errors or omissions. Should you have further questions, please contact me at (251) 960-5412.

Cordially,

Jonathan I. Smith, M.P.A.
Community Development Director
City of Loxley

Attachment C to Exhibit 12 - Loxley Letter of Support



CITY OF LOXLEY

RICHARD L. TEAL, MAYOR

City Clerk – Treasurer
Melissa Lawrence

P. O. Box 9
LOXLEY, ALBAMA 36551

Council Members

Richard Lee Wilson
Jeffrey T. Knight
Katherine Q. Breeden
Chris McCall
Kasey Childress

OFFICE: (251) 964-5162
FAX: (251) 964-5371

December 1, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Re: Letter of Support for Flowerwood Medical Cannabis, LLC

Dear Commission,

It has come to my attention that Flowerwood Medical Cannabis, LLC is applying for an Alabama Integrated Medical Cannabis license. As the Community Development Director for the City of Loxley, I am pleased to offer my support for this endeavor, and for its location in Loxley, Al.

To this end, should Flowerwood Medical Cannabis, LLC be awarded a license, my office will work closely with them to make sure that any future medical cannabis facility meets all zoning requirements and other applicable ordinances as well as work with them to develop the workforce necessary to fill the jobs created through such an endeavor.

Flowerwood has been a pillar of the Baldwin County community for decades. They have employed hundreds of our residents and have been a leader in the business community since 1946. I have the utmost confidence that they would be an exceedingly competent choice for this exciting new venture, and I am excited about the boost and opportunities it will provide for our local economy.

Cordially,

Jonathan I. Smith, M.P.A.
Community Development Director
City of Loxley

Attachment D to Exhibit 12 - Loxley Police Department Letter of Support



Loxley Police Department

Chief of Police
John M. Cason

Post Office Box 9
2128 East Relham Drive
Loxley, Alabama 36551
251)-964-6000
Fax: (251)-964-5900

December 27, 2022

Alabama Medical Cannabis Commission

P.O. Box 309585

Montgomery, AL 36130

Commissioner McMillian,

The Loxley, AL Police Department has full knowledge of and is fully supportive of Flowerwood Medical Cannabis's plans and efforts to obtain a fully Integrated Medical Cannabis license in the state of Alabama.

The Loxley Police Department will be providing their off-duty officers as security guards for Flowerwood's Cultivation and Processing facility and Dispensary in Loxley, AL. We are looking forward to serving as a resource to Flowerwood as they plan, implement, and execute their security plan and practices.

This opportunity is beneficial to Flowerwood, the Loxley Police Department and therefore our community.

If I can be of any further assistance in this matter, please do not hesitate to reach out to me directly.

Sincerely,



Chief John Cason

Loxley Police Chief

**Attachment E to Exhibit 12-
Representative Donna Givens Letter of
Support**

December 1, 2022
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Dear Commissioner McMillan,

I would like to offer my strong support to Flowerwood Medical Cannabis, LLC, in its endeavor to be granted an Alabama Integrated Medical Cannabis license for its location in my district here in Loxley, and I hope that you and the rest of the Medical Cannabis Commission will see fit to approving their request.

I can assure you that my office and I will be working closely with Flowerwood Medical Cannabis to make sure there is proper governmental oversight and assistance for their endeavors, whether it's encouraging workforce development to help fill the jobs this venture will create or navigating the zoning ordinances inherent in the local governmental process. This business will be an important part of my district that will certainly be an asset to our citizens here in Baldwin County and across the Coastal Alabama region.

I know I do not have to tell you about the decades of positive impact that Flowerwood has had in Baldwin County since 1946. Their name has been and continues to be synonymous with good high-paying jobs, community involvement and business leadership for as long as any of us can remember and I feel blessed to get to represent them as part of my district and I know we can count on them to handle this new industry and business opportunity in the same steadfast and stalwart fashion that we have come to know from them.

Signed Orvas G. News
Title Representative
Entity State of Alabama

Attachment F to Exhibit 12 - Senator Greg Albritton Letter of Support



ALABAMA STATE SENATE
ALABAMA STATE HOUSE
11 SOUTH UNION STREET, SUITE 727
MONTGOMERY, ALABAMA 36130-4600

GREG ALBRITTON
State Senator District 22
Telephone: (334) 261-0785
Email: greg.albritton@alsenate.gov

COMMITTEES:
Finance & Taxation General Fund, Chairman
Children, Youth & Human Services
Finance & Taxation Education
Governmental Affairs
Judiciary

December 5, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Dear Commissioner McMillan,

I would like to offer my strong support to Flowerwood Medical Cannabis, LLC, in its endeavor to be granted an Alabama Integrated Medical Cannabis license for its location in my district here in Loxley, and I hope that you and the rest of the Medical Cannabis Commission will see fit to approving their request.

I can assure you that my office and I will be working closely with Flowerwood Medical Cannabis to make sure there is proper governmental oversight and assistance for their endeavors, whether it's encouraging workforce development to help fill the jobs this venture will create or navigating the zoning ordinances inherent in the local governmental process. This business will be an important part of my district that will certainly be an asset to our citizens here in Baldwin County and across the Coastal Alabama region.

I know I do not have to tell you about the decades of positive impact that Flowerwood has had in Baldwin County since 1946. Their name has been and continues to be synonymous with good high-paying jobs, community involvement and business leadership for as long as any of us can remember and I feel blessed to get to represent them as part of my district and I know we can count on them to handle this new industry and business opportunity in the same steadfast and stalwart fashion that we have come to know from them.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Albritton", written over a horizontal line.

Sen. Greg Albritton
Sen. District 22

Attachment G to Exhibit 12- Baldwin County Zoning Verification



BALDWIN COUNTY,
ALABAMA
Planning and Zoning Department

Main Office - 251.580.1655
22251 Palmer St., Robertsdale, AL 36567

Foley Office - 251.972.8523
201 East Section Ave., Foley, AL 36535

ZONING VERIFICATION REQUEST
Case #: ZV22-000552

This zoning verification is for informational purposes only. This is not a permit approval

A Site Plan approval is required for any new use or structure in a zoned area. This document is a verification of the zoning regulations applicable as of 12/27/2022

No assurances or guarantees are made as to what zoning regulations may be applicable in the future. Any setbacks provided do not account for the potential that more restrictive setbacks may apply as documented and required within a recorded, platted subdivision.

Applicant

Name: Ellis Ollinger
Address: 110 Volanta Ave. Fairhope AL 36532
Business Name: Flowerwood Nursery, Inc.
Business Address: 110 Volanta Ave. Fairhope AL 36532

Site Information

Parcel ID Number: 05-42-02-03-0-000-002.002
Physical Address: (E-911): 15309 KELLY RD LOXLEY, AL 36551

Project Information

Applicant's Description of Proposed Use: Medical Cannabis Cultivation and processing

Staff Review

Building Permit Jurisdiction: Baldwin County
Zoning Status: Zoned
Planning District: 12: Loxley
City Limits: Unincorporated Baldwin County
Zoning Classification: RA Rural Agricultural District
Fire District: N/A - Except for Location Verification for Liquor License
Verification Status: Complete
Date of Verification: 12/27/2022

Planner's Comments: **The planting and harvesting of crops is permitted under the RA zoning designation. If you are proposing any other activities, such as direct sales, a different zoning designation may be required. Site Plan Approval is required for any structures.**

Reviewed By: Linda Lee, Planner

Attachment H to Exhibit 12- Gadsden City Ordinance Approving Dispensary Operations

2022/371

ORDINANCE NO. O-37-22

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS
DISPENSARY WITHIN THE CORPORATE LIMITS OF
THE CITY OF GADSDEN, ALABAMA**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the "Act"); and

WHEREAS, the Act provides for the medical use of marijuana for patients with qualifying medical conditions and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See §20-2A-50 - §20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Gadsden; and

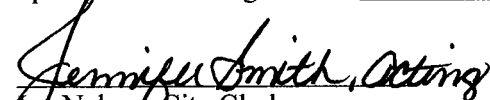
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Gadsden, thus increasing revenue;

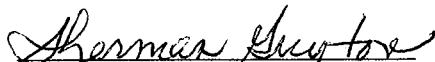
Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The Gadsden City Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processors, secure transporters, or integrated facilities licenses within the corporate limits of the City of Gadsden.
2. The City Clerk or designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission.
3. This Ordinance shall become effective upon its passage and publication as required by law.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this Ordinance at an open public meeting held on October 11, 2022.


Iva Nelson, City Clerk

APPROVED on October 11, 2022


Sherman Guyton, Mayor

Attachment I to Exhibit 12 - Gadsden City Zoning Verification Letter



City of GADSDEN

P. O. Box 267
Gadsden, Alabama 35902
Phone: (256) 549-4520
FAX: (256) 549-4851

Heath Williamson
Director of Engineering

Nick Hall
Director of Planning

December 19, 2022

Flowerwood Medical Cannabis, LLC

Re: Zoning Verification Letter
313 South 4th Street
Gadsden, AL 35901
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at 313 South 4th Street, Gadsden, AL, 35901, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-2, General Business District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a “use by right” in a B-2, General Business District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 412-B South 3rd Street, Gadsden, AL, 35901, being a “use by right” in a B-2, General Business District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

The subject property is in compliance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 8, Regulation of Dispensaries, Section 538-x-8-.04, Requirements and Limitations as to Dispensing Sites.

This information was researched on December 19, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody
Zoning Administrator
City of Gadsden Planning Department

**Attachment J to Exhibit 12- City of
Gadsden Mayor Craig Ford Letter of
Support**

CITY OF GADSDEN

December 13, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, Alabama 36130

To Whom It May Concern,

I am writing to express support for this applicant to open and operate a medical cannabis facility in Gadsden. The City of Gadsden has established a task force of administrative leaders to facilitate inquiries and assist with the application process, and this company has been in contact with our administration throughout their application development process.

I feel their business will be beneficial to Gadsden residents and the goals of the state.

I appreciate you taking the time to review my thoughts on their application. If you need any additional information from me, please contact me.

Sincerely,



Craig Ford, Mayor

Attachment K to Exhibit 12 - Montgomery Dispensary Ordinance

ORDINANCE NO. 63-2021

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY
WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates dispensary operation, (See, §§20-2A-50 – 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Montgomery; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Montgomery will bring the potential of hundreds of new employment opportunities for the citizens of the City of Montgomery; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Montgomery, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Montgomery subject to any applicable zoning restrictions the City of Montgomery may adopt pursuant to §20-2A-51(c)(3).

ADOPTED this the 7th day of December, 2021.



STEVEN L. REED, MAYOR

ATTEST:



BRENDA GALE BLALOCK, CITY CLERK

63-2021

Attachment L to Exhibit 12 - Montgomery Dispensary Zoning Verification



City of **Montgomery**, Alabama

Land Use Division
Thomas M. Tyson, Jr.

Steven L. Reed
Mayor

City Council Members

Charles W. Jinright – President	Audrey Graham
Cornelius "CC" Calhoun – Pres. Pro Tem	Oronde K. Mitchell
Ed Grimes	Clay McInnis
Brantley W. Lyons	Glen O. Pruitt Jr
Marche Johnson	

December 27, 2022

Kevin C. Northrop
Flowerwood Medical Cannabis, LLC
15315 Kelly Rd.
Loxley, AL 36551

RE: 723 North Perry Street

Dear Sir or Madam:

This is to advise you that the property located at 723 North Perry Street is in a M-1 (Light Industrial) Zoning District, which permits a medical cannabis dispensary.

There are no variances, special exceptions or open zoning violations on file.

The City is providing this information solely as a courtesy and the person requesting such information should independently confirm the information contained, herein. The City assumes no liability or responsibility for any misstatements or inaccuracies contained. If we can be of any further assistance, please do not hesitate to contact me at (334)625-2722.

Sincerely,

Thomas M. Tyson, Jr.
Land Use Control Administrator

/jmh

Attachment M to Exhibit 12 - Montgomery City Council Letter of Support

December 9, 2022

John McMillan
Director
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Letter of Support for Flowerwood Medical Cannabis, LLC

Dear Mr. McMillan,

As a member of the Montgomery City Council District 8, I enthusiastically support the application of Flowerwood Medical Cannabis, LLC for an Integrated Medical Cannabis License, and their proposed dispensary location in the City of Montgomery.

I am very aware of the importance of the medical cannabis industry in Alabama and the need for responsible and capable partners. I have no doubt that if Flowerwood Medical Cannabis, LLC is awarded a license, their facilities will be managed and operated with professionalism and in compliance with all applicable regulations. Flowerwood Medical Cannabis, LLC will be a trusted steward in our city.

The City of Montgomery and its residents would be well-served in having the Flowerwood team as an integrator licensee, and I applaud the Commission for its efforts to be inclusive in awarding these licenses.

Sincerely,



Glen O. Pruitt, Jr.
City of Montgomery
District 8

**Attachment N to Exhibit 31 - Mobile City
Ordinance Approving Dispensary
Operations**

01-062

2022

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS
DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE,
ALABAMA**

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

Section 1. Definitions of Capitalized Terms.

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) **Act** means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) **City** means the City of Mobile, Alabama.

(iii) **Commission** means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) **State** means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) **Dispensary**;

(ii) **Dispensing Site**;

(iii) **Integrated Facility**;

(iv) **Medical Cannabis**.

Section 2. Findings and Determinations

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

Section 4. Notification of the Commission

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

Section 5. General.

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: DEC 13 2022



City Clerk

Attachment 0 to Exhibit 31 - Mobile Dispensary Zoning Certification



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

ZONING CERTIFICATION LETTER

December 29, 2022

Alabama Medical Cannabis Commission
Post Office Box 309585
Montgomery, Alabama 36130

RE: 6412 Airport Blvd.
Parcel I.D.: R022804204000101.001

Dear Ladies and Gentlemen:

This is to certify that the above referenced property is zoned B-2, Neighborhood Business District, and may be used for any conforming use subject to compliance with all municipal codes and ordinances. Under the City's ordinances, a medical marijuana dispensary is classified as a "pharmacy".

Use of the property as a medical marijuana dispensary with less than 60,000 square feet is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations.

The Zoning Ordinance, which provides specific information regarding the applicable zoning districts and their permitted uses, is available for viewing online at https://library.municode.com/al/mobile/codes/code_of_ordinances under Chapter 64.

City of Mobile Ordinance 01-062 authorizes the location and operation of Dispensing Sites for state licensed Dispensaries and Integrated Facilities in the corporate limits of the city, subject to the provisions of Chapter 2A of Title 20 of the Alabama Code (1975).

The applicant will have to obtain a city business license to conduct business in the City of Mobile after it satisfies state and local requirements.

If additional assistance is needed, please contact me (251) 345-8209.

Sincerely,



D. Logan Anderson
Principal Planner

**Attachment P to Exhibit 31 - Monroeville
City Ordinance Approving Dispensary
Operations**

City of Monroeville

RESOLUTION 2022-11-005

A RESOLUTION AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONROEVILLE

WHEREAS, on May 17, 2021, Alabama Governor Kay Ivey signed the Darren Wesley "Ato" Hall Compassion Act into law, codified as Alabama Code (1975) § 20-2A-1, et seq.; and

WHEREAS, the Darren Wesley "Alto" Hall Compassion Act legalizes the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a medical marijuana dispensary may only be operated in a city which authorizes and approves the operation of dispensaries within the city's corporate limits; and

WHEREAS, medical marijuana dispensary operation is and will be heavily regulated by the Medical Cannabis Commission to ensure safe and legal operation of dispensaries.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROEVILLE, ALABAMA, AS FOLLOWS:

SECTION 1. The City of MONROEVILLE hereby authorizes the operation of medical marijuana/ cannabis dispensing sites within the City of MONROEVILLE, subject to any applicable zoning restrictions which may be adopted by the City Council, pursuant to 20-2A-51(c)(3).

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this 15TH day of November 2022.



MAYOR CHARLES E ANDREWS

ATTEST:



Tamekia Hunt

City Clerk /Treasurer

Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 13 – Business Plan

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual

Signature of Verifying Individual

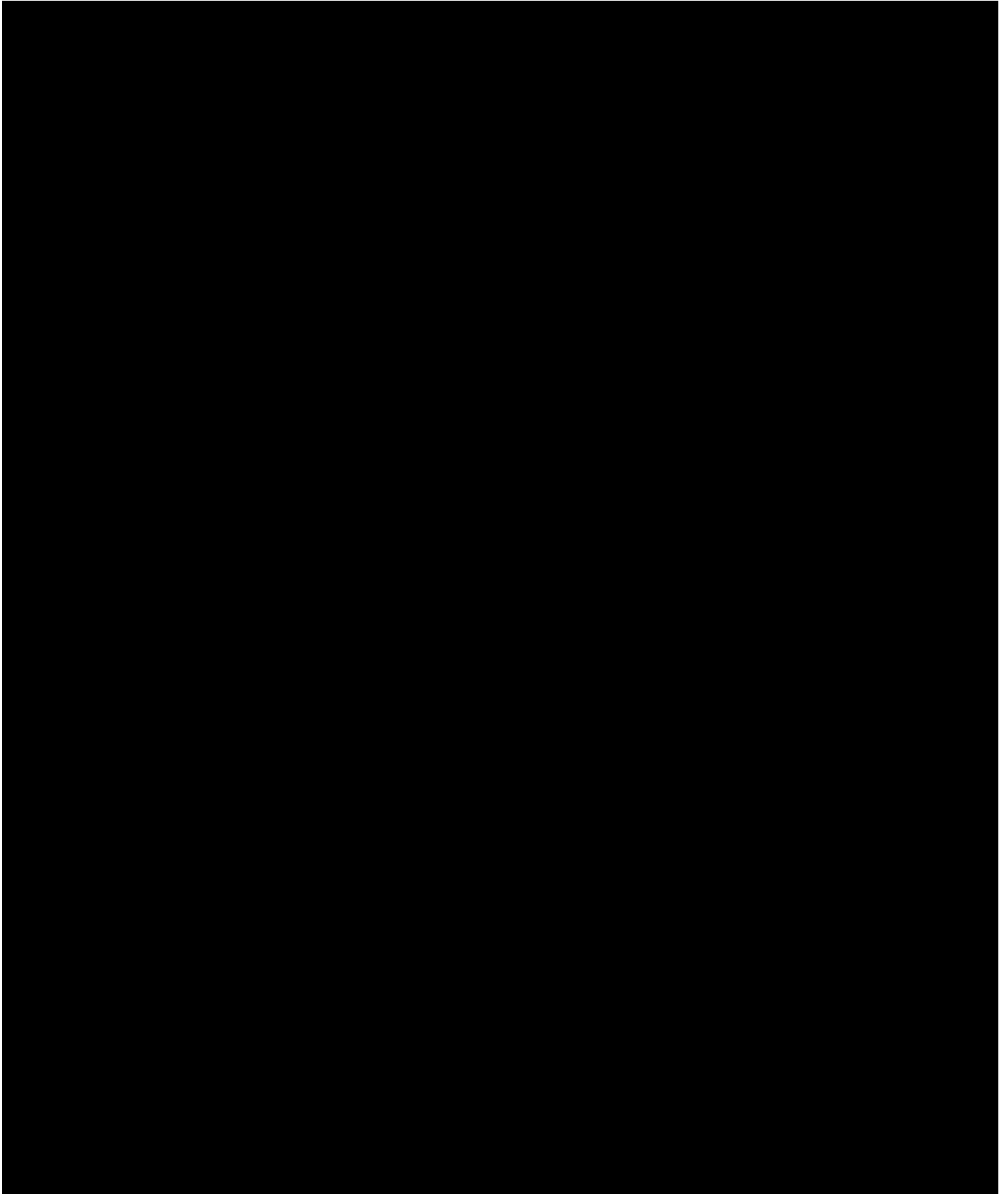
President and CEO

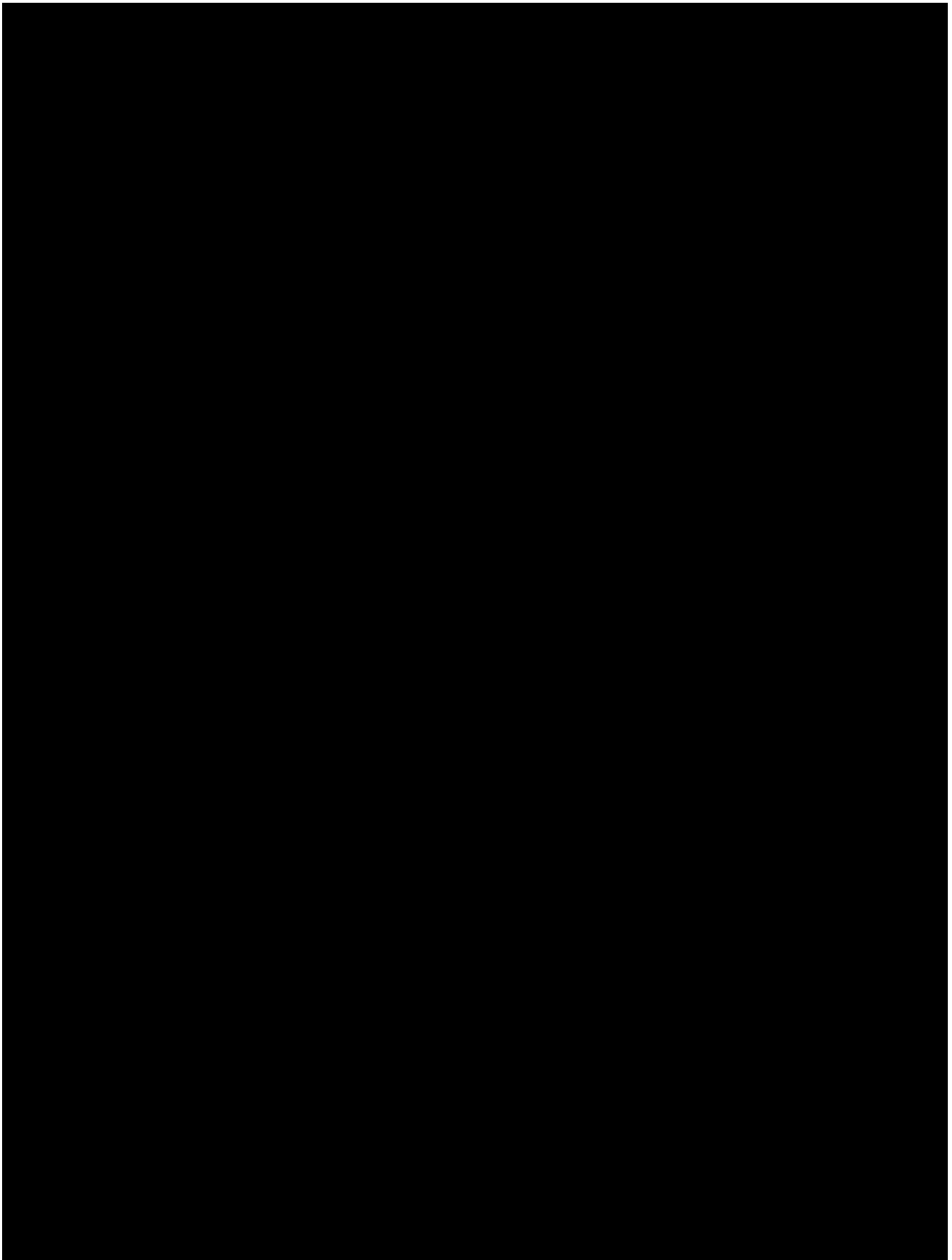
Title of Verifying Individual

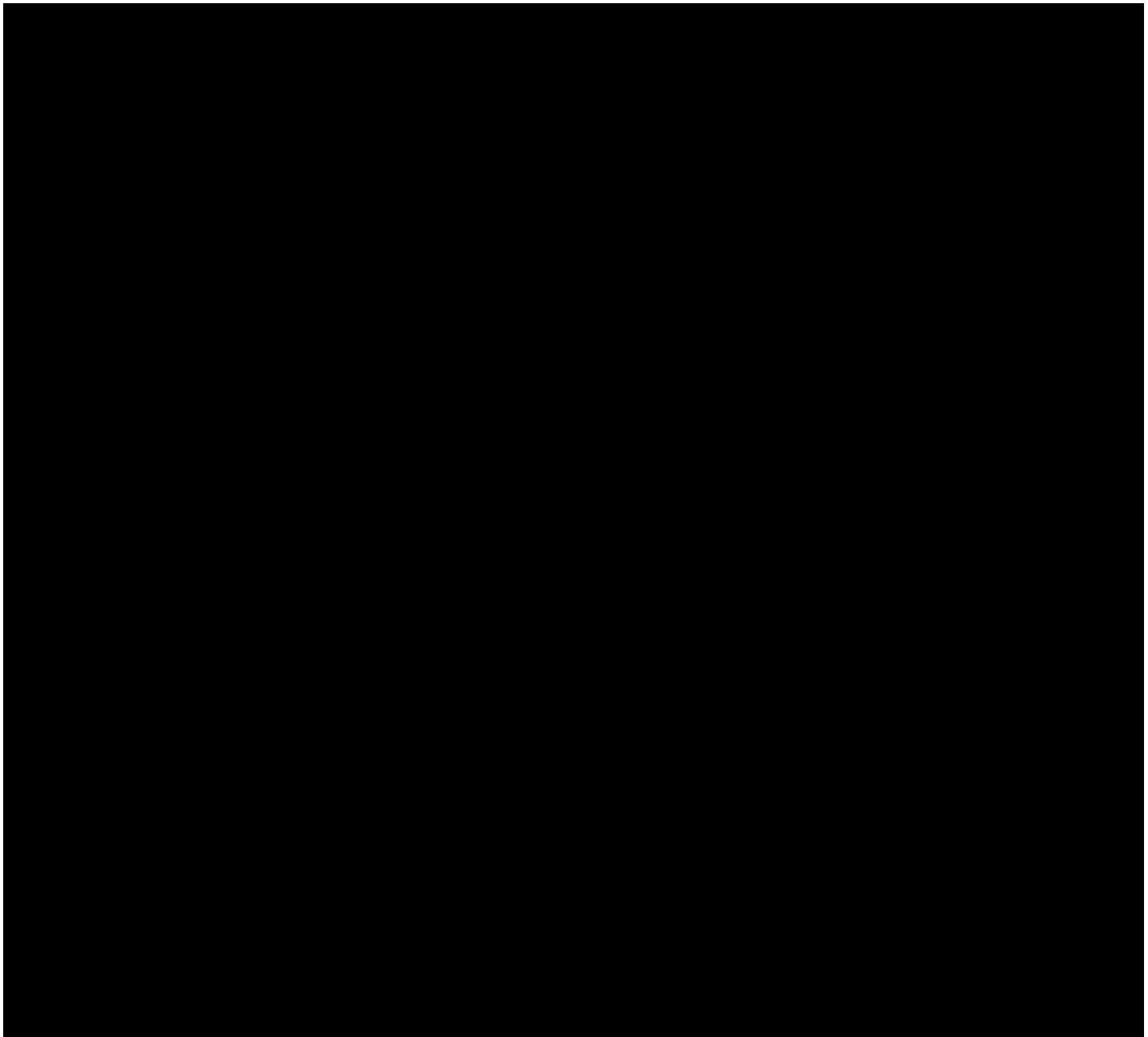
December 30, 2022

Verification Date

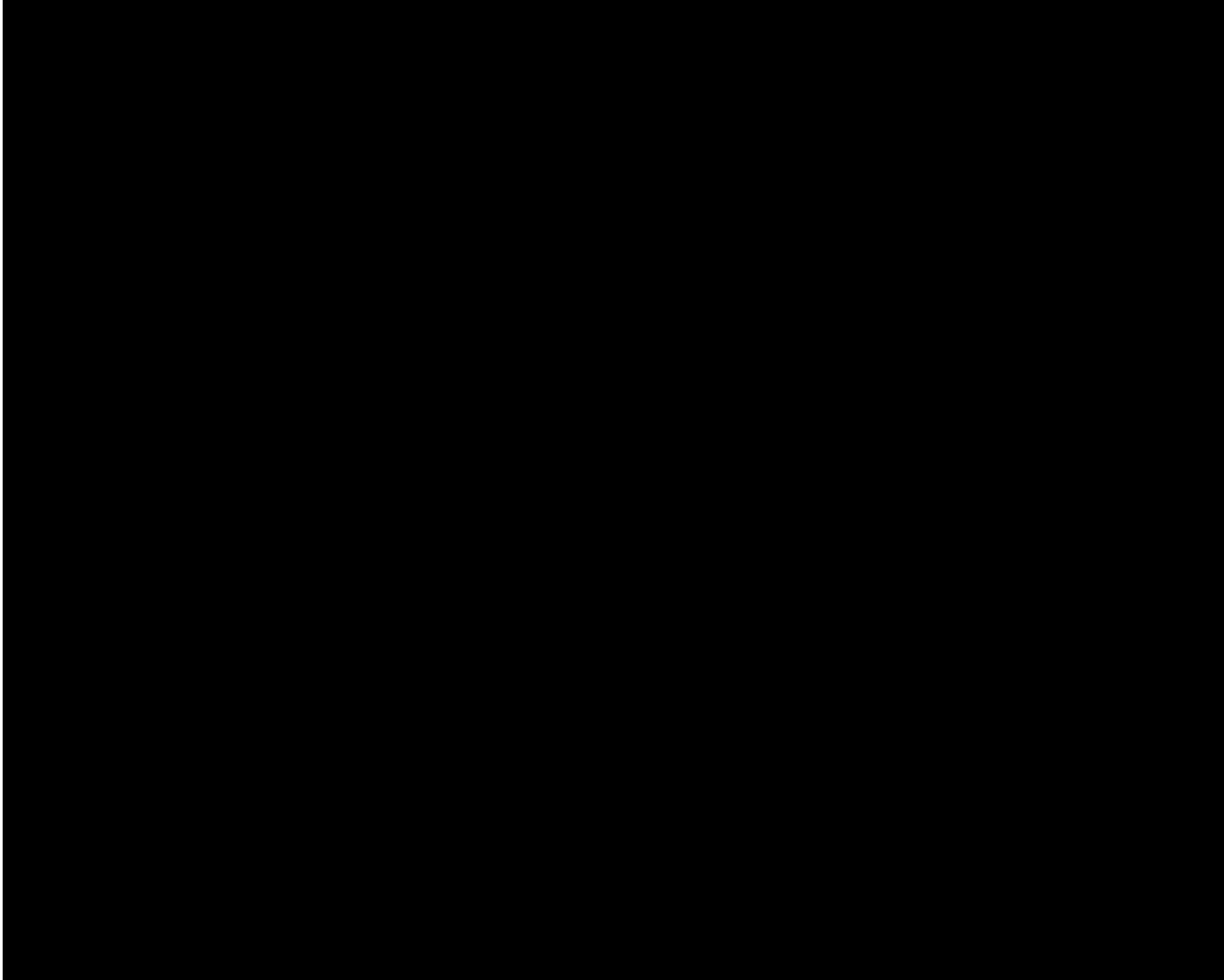
Exhibit 13 - Business Plan



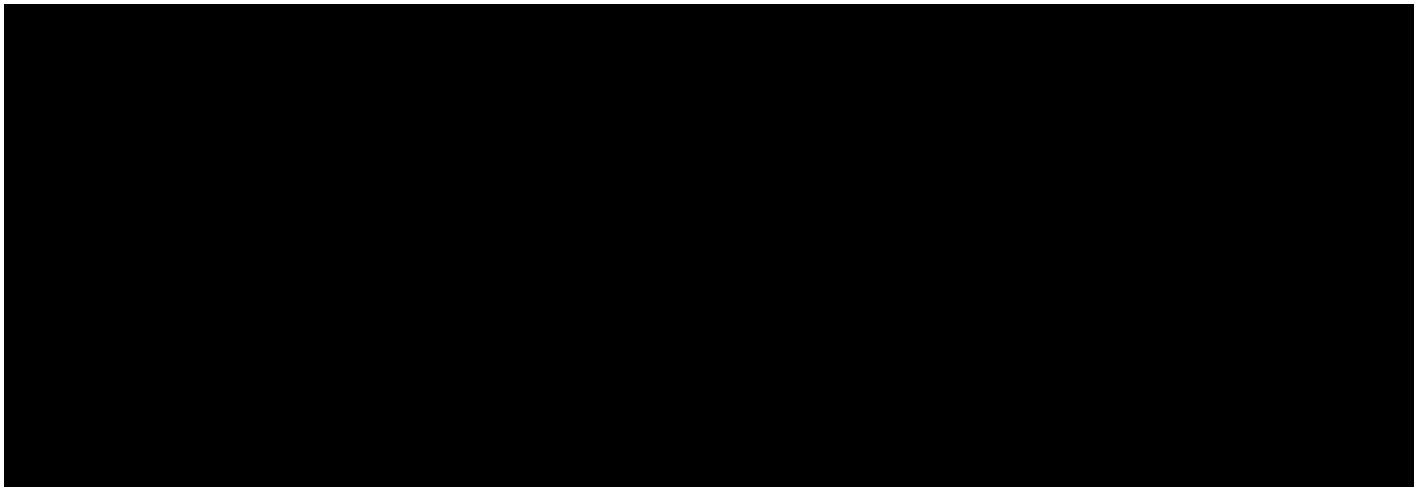


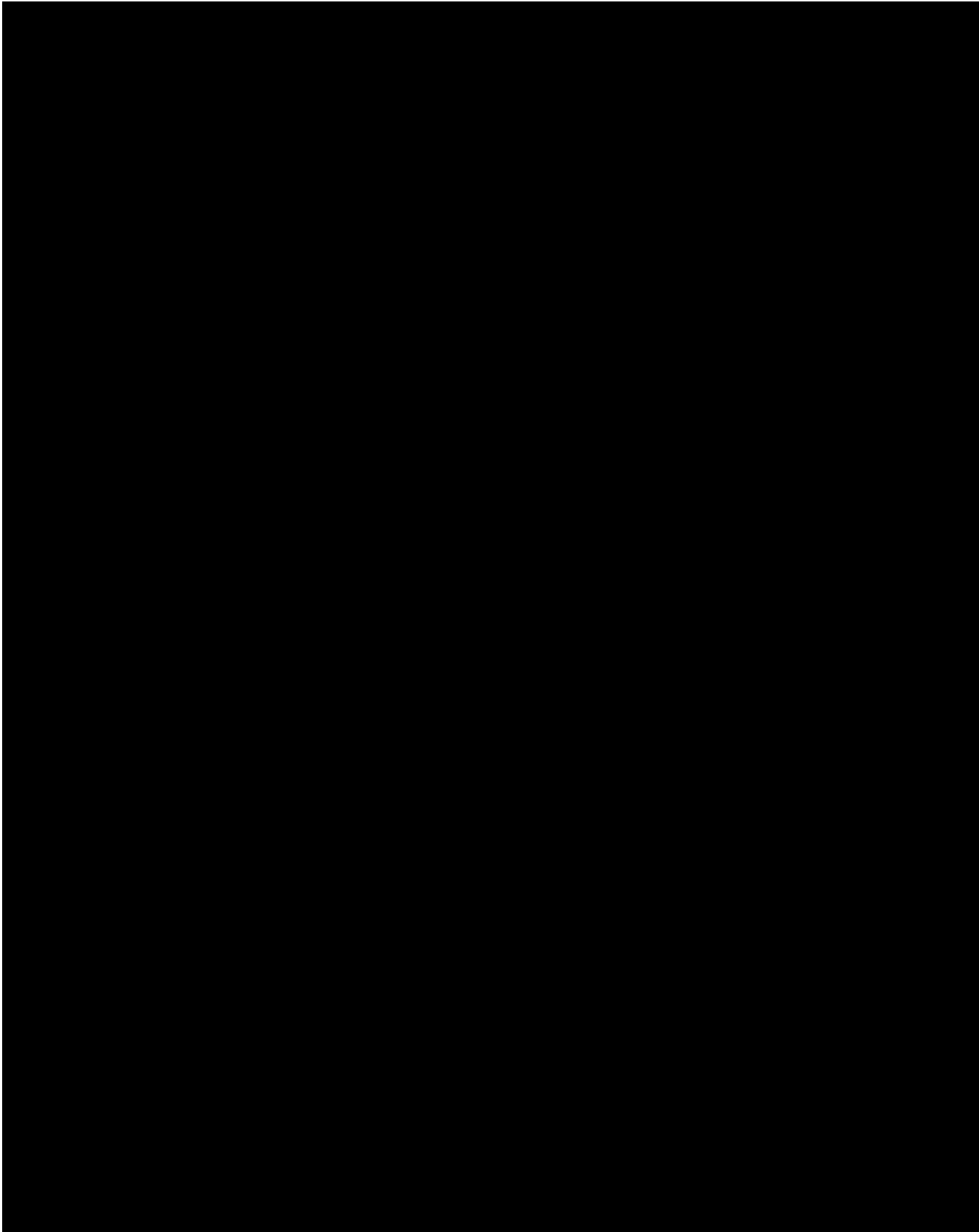


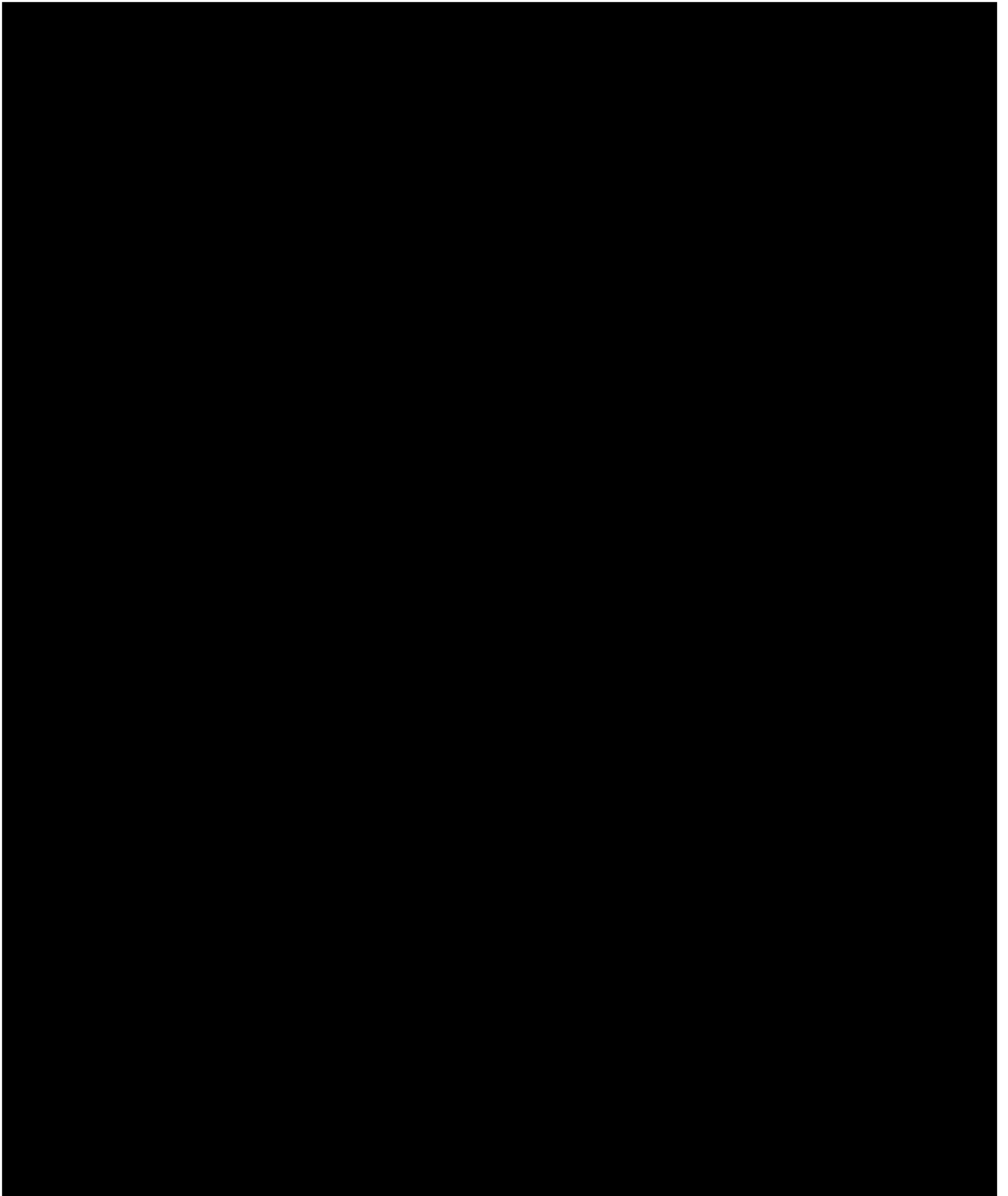
Section 13.1: A clearly defined business structure and plan for adherence to applicable corporate conventions.

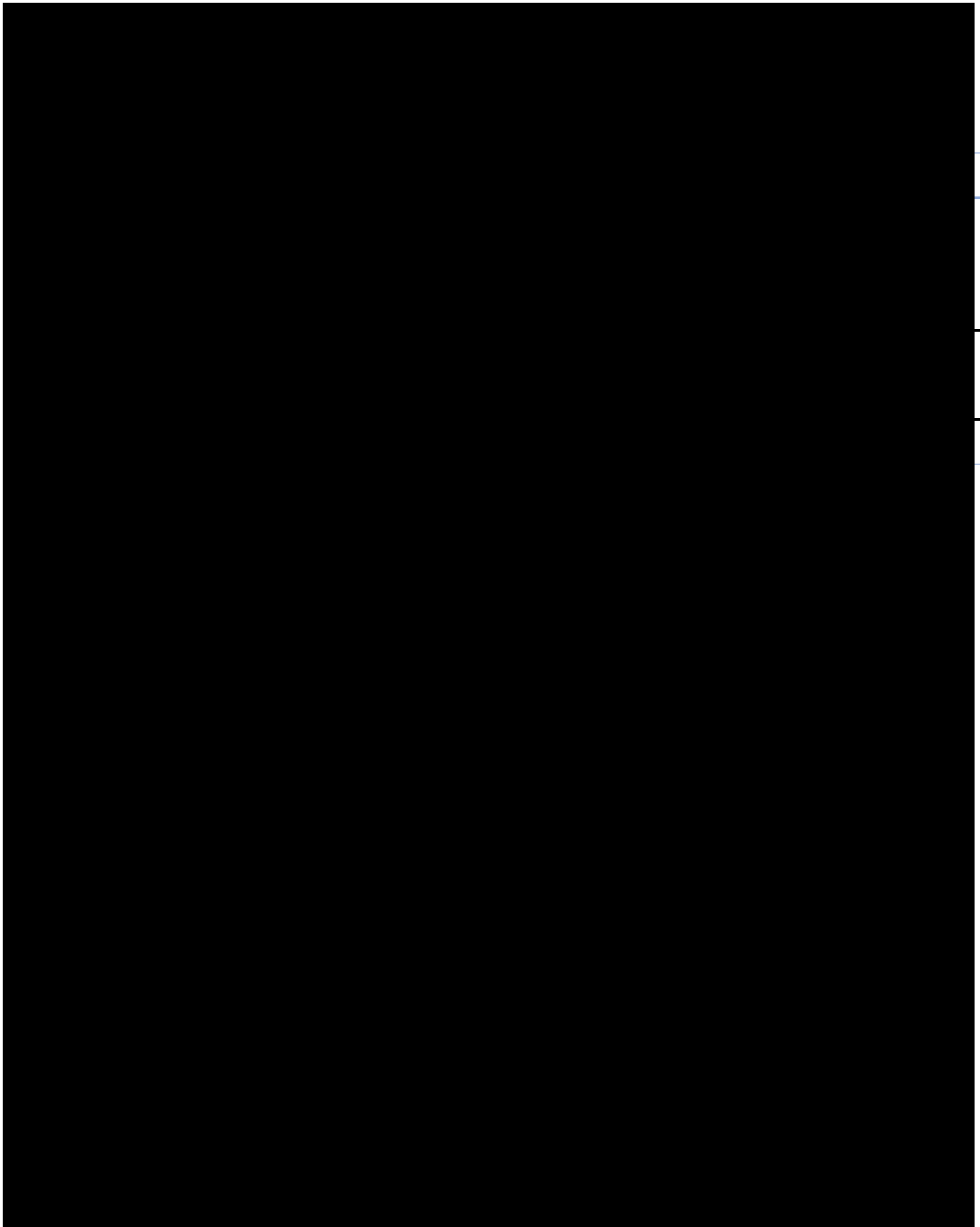


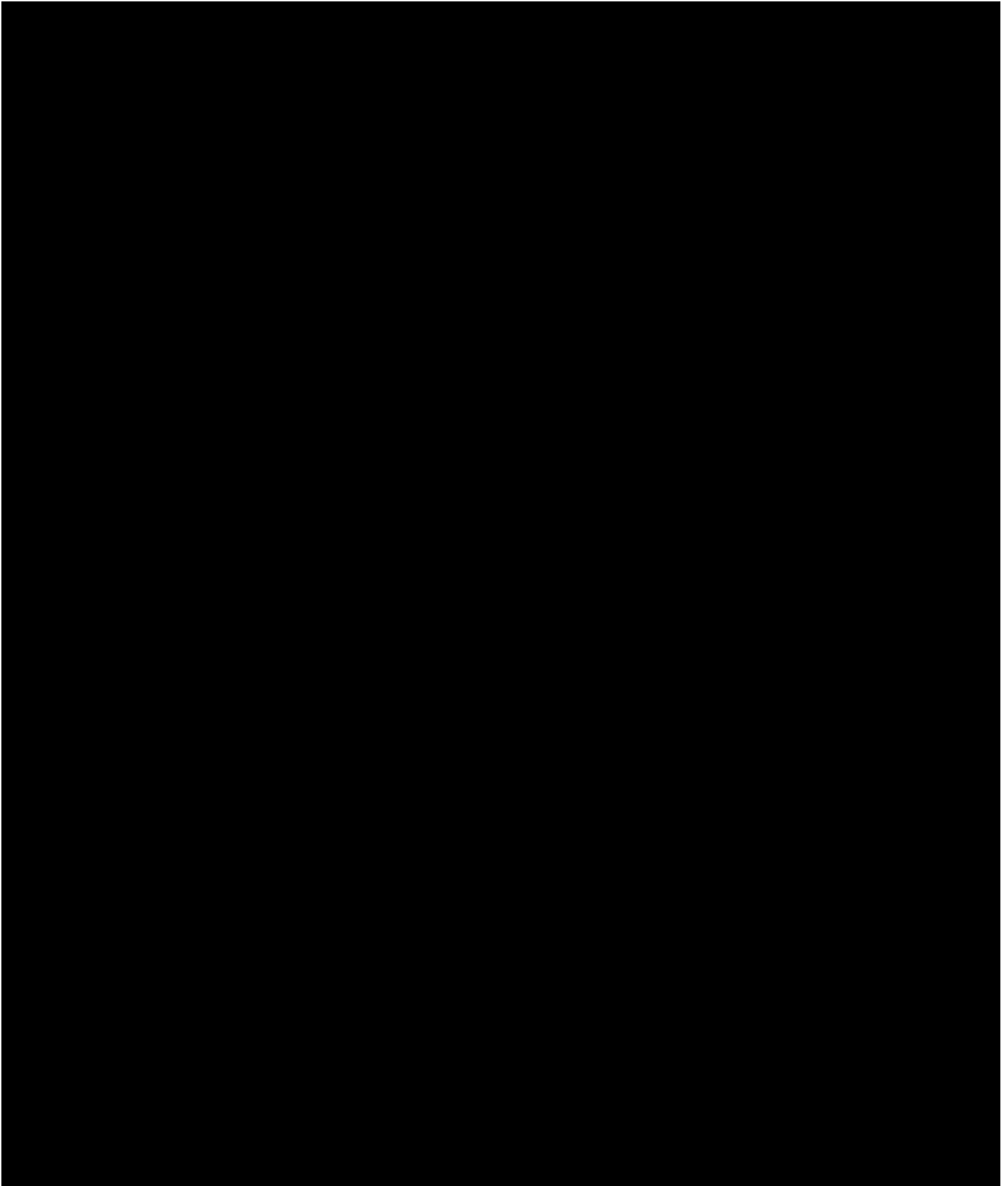
Section 13.2: Clearly defined business goals, including a 3-year and a 5-year plan.

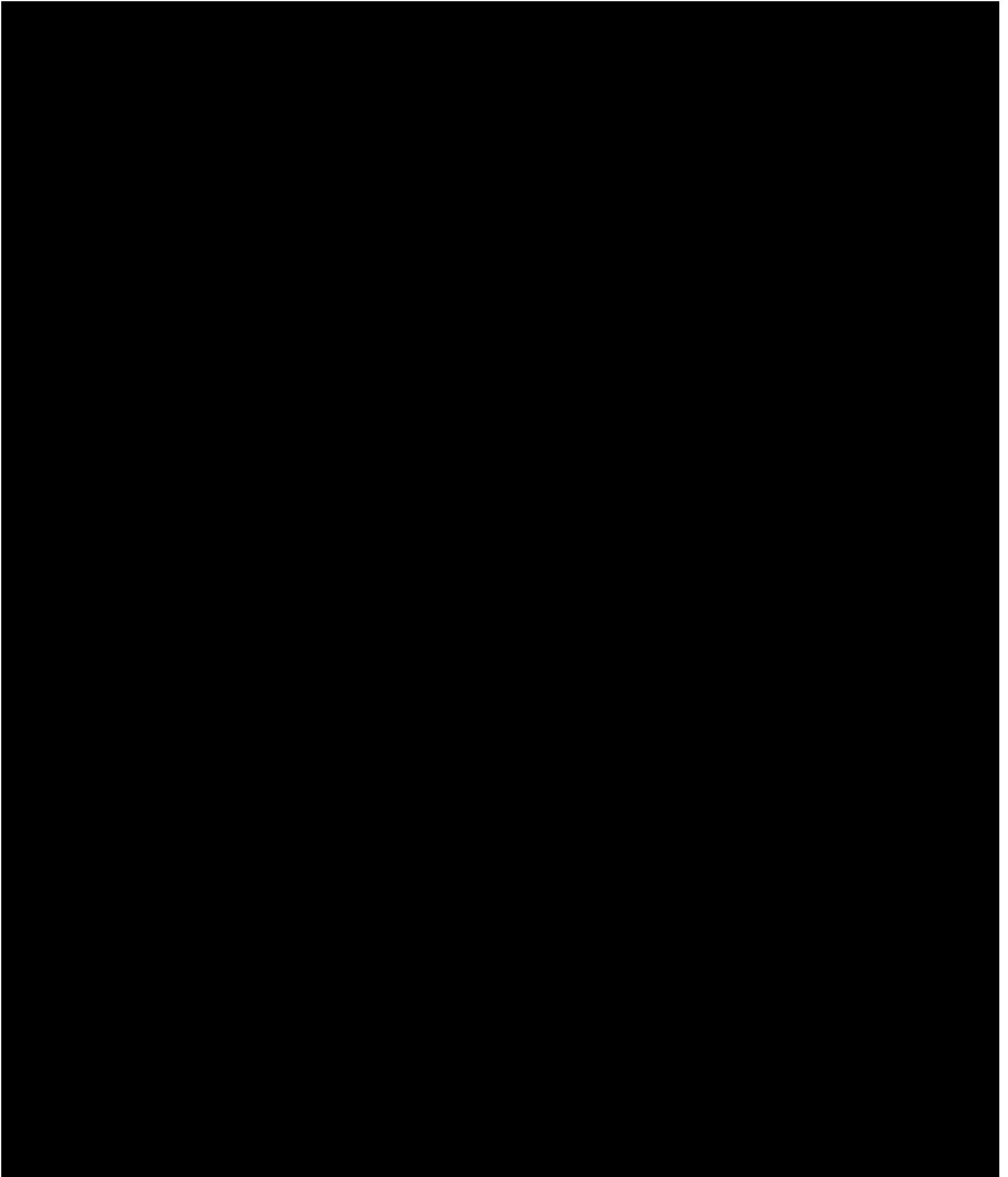


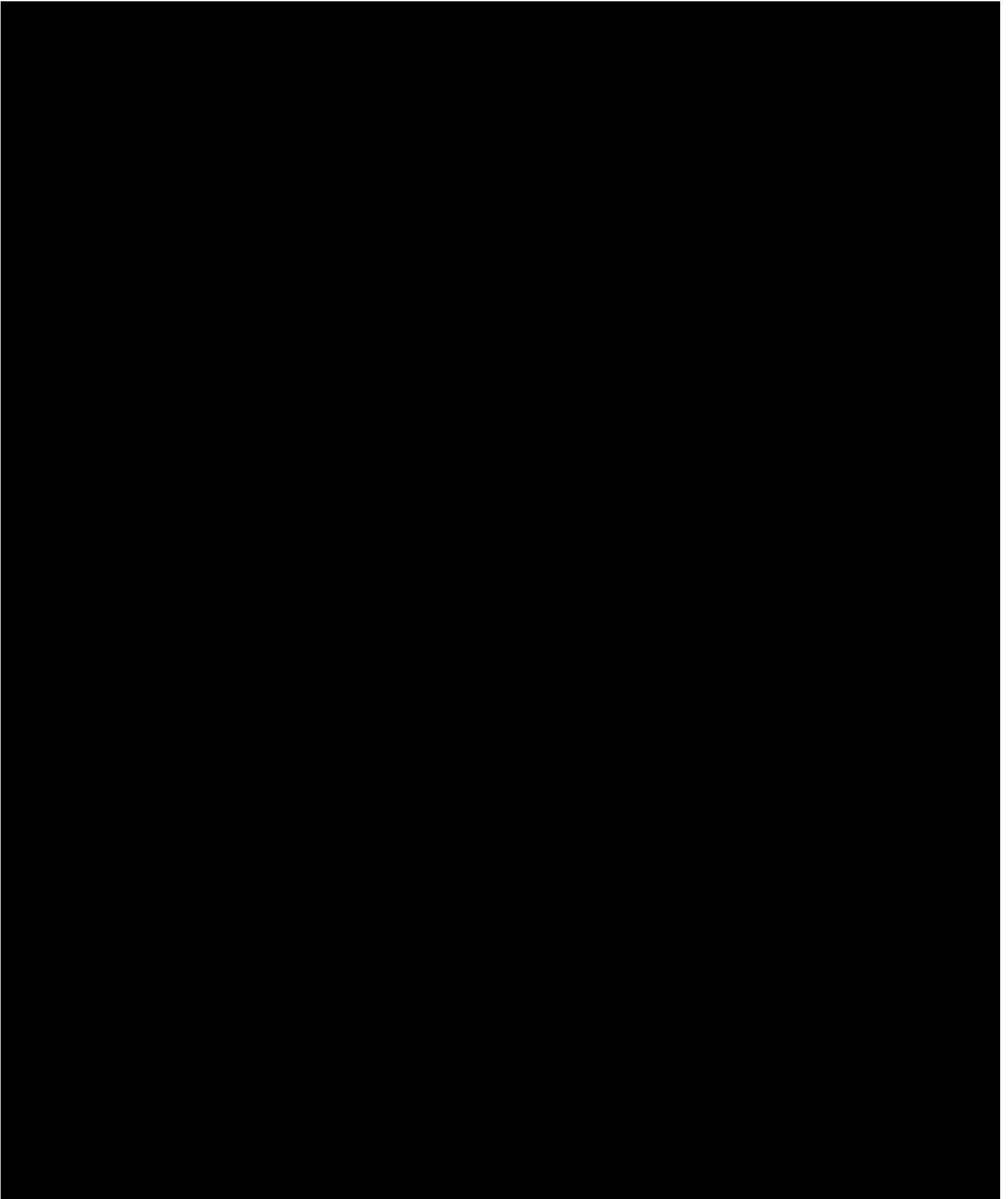


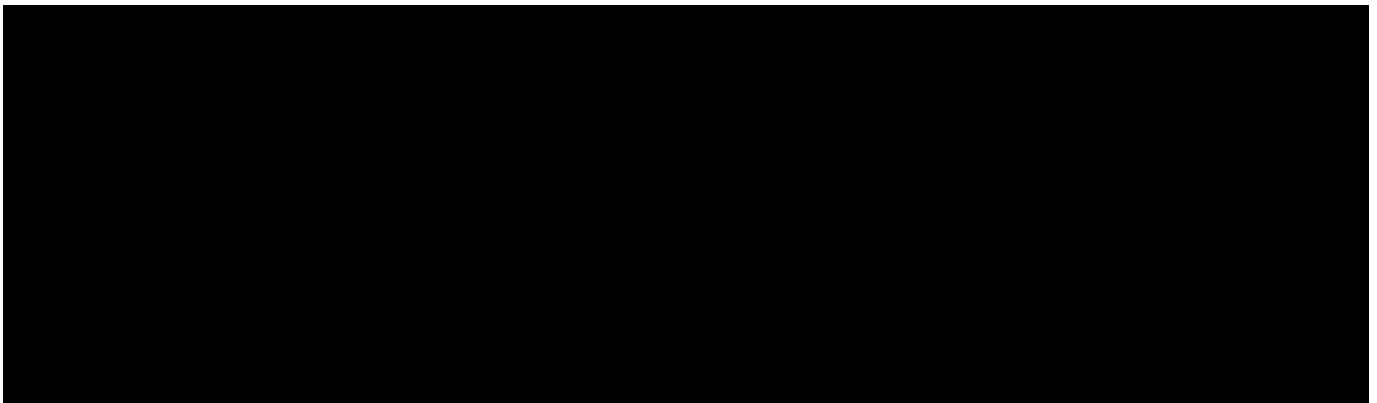
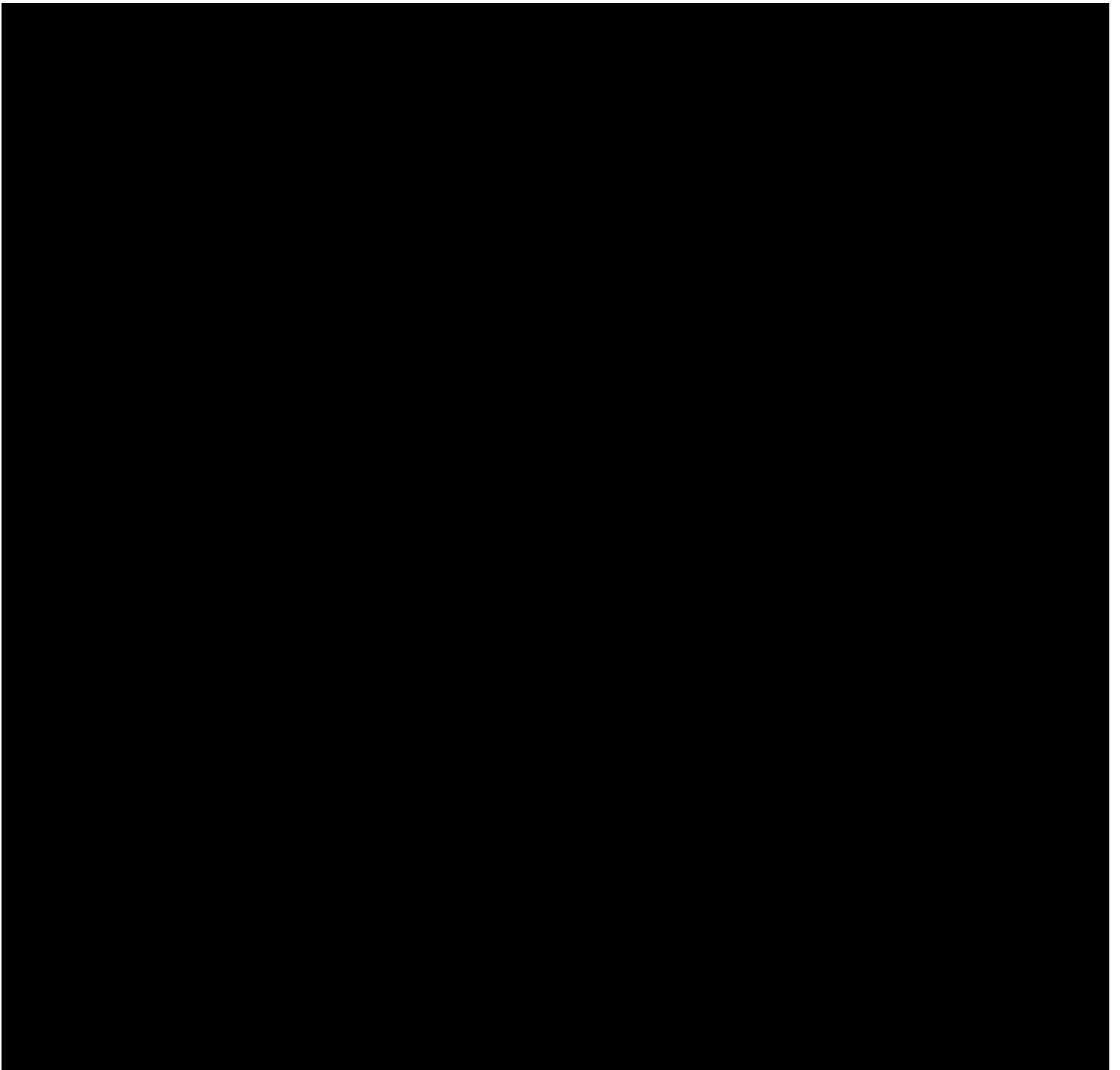




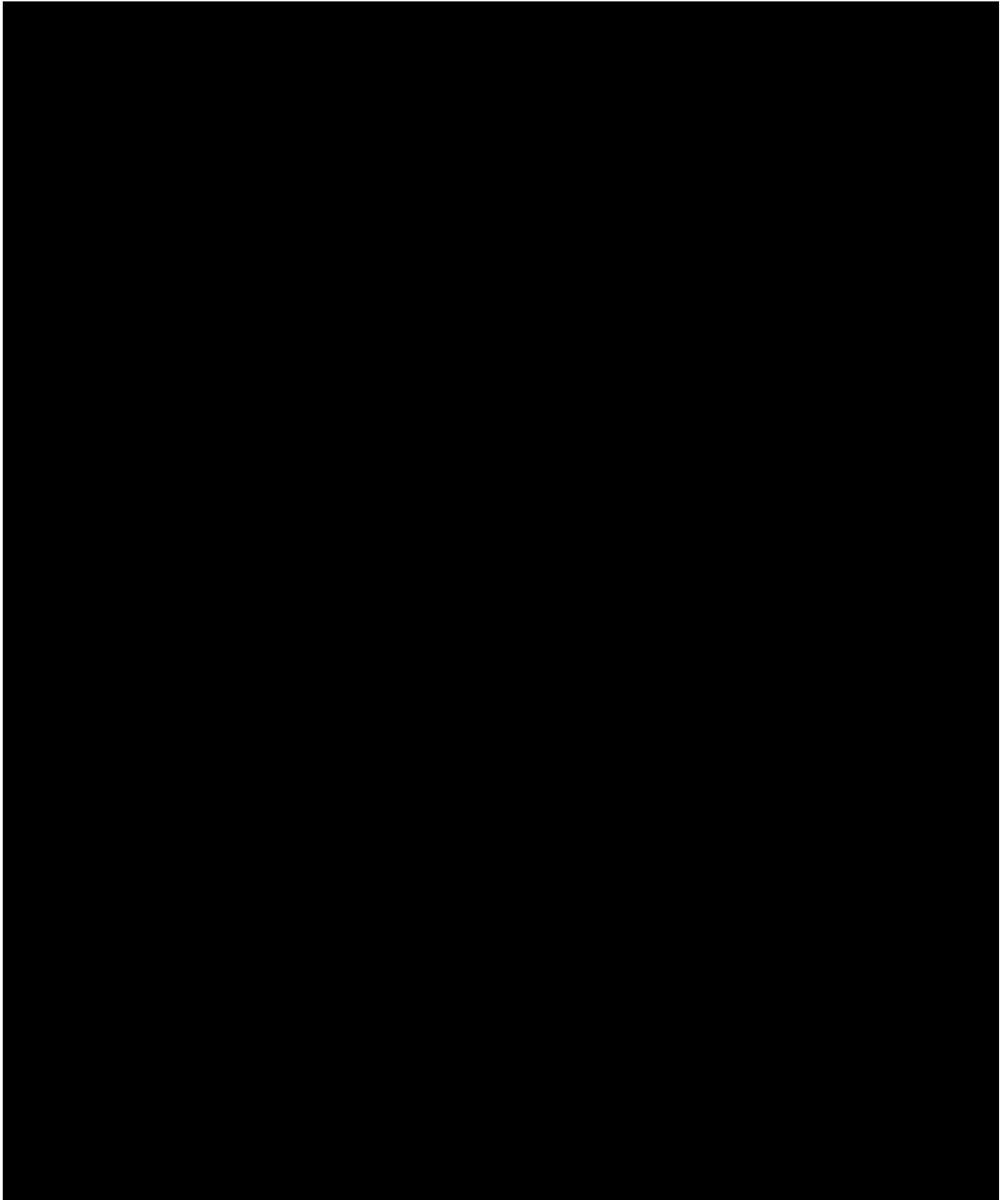


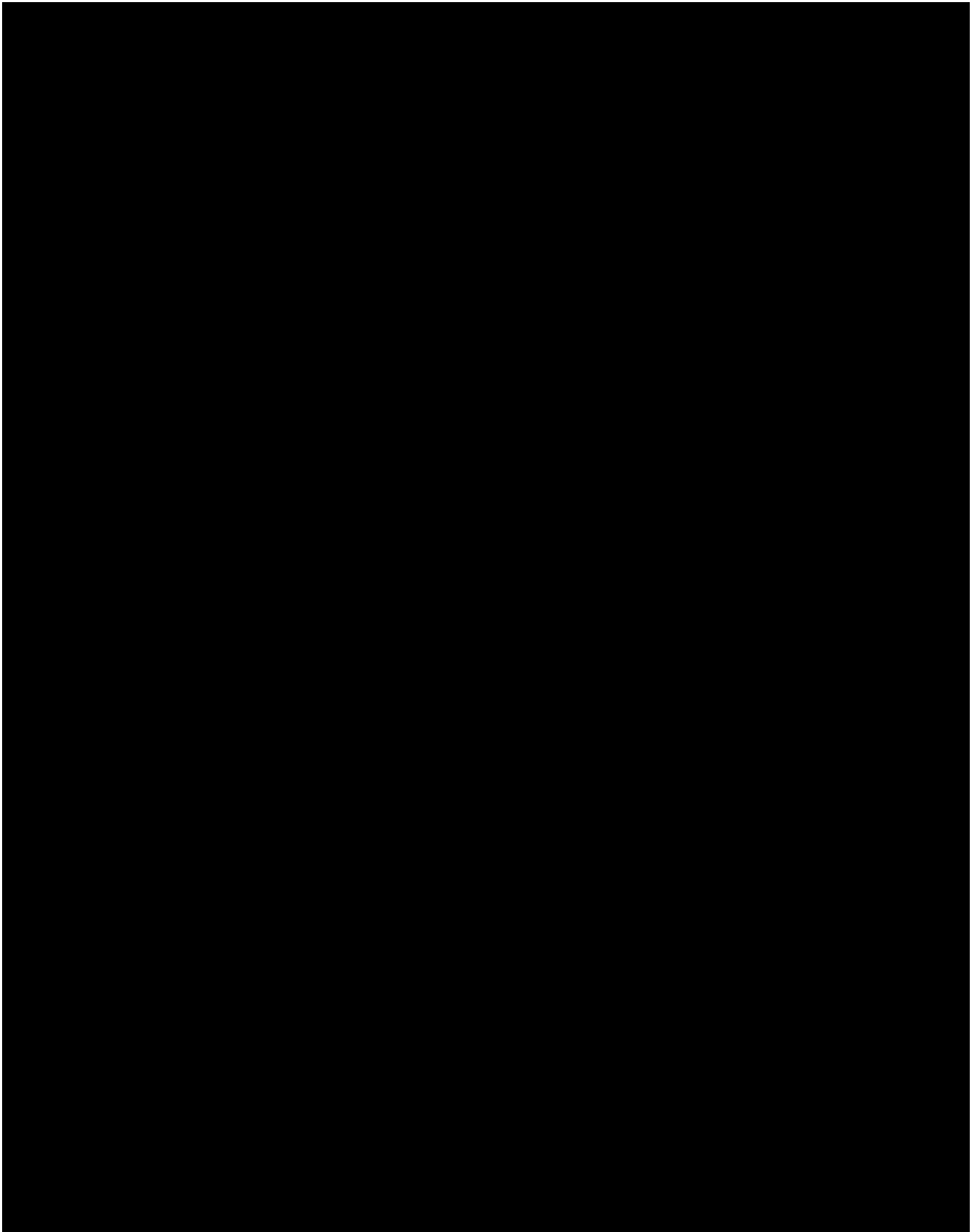


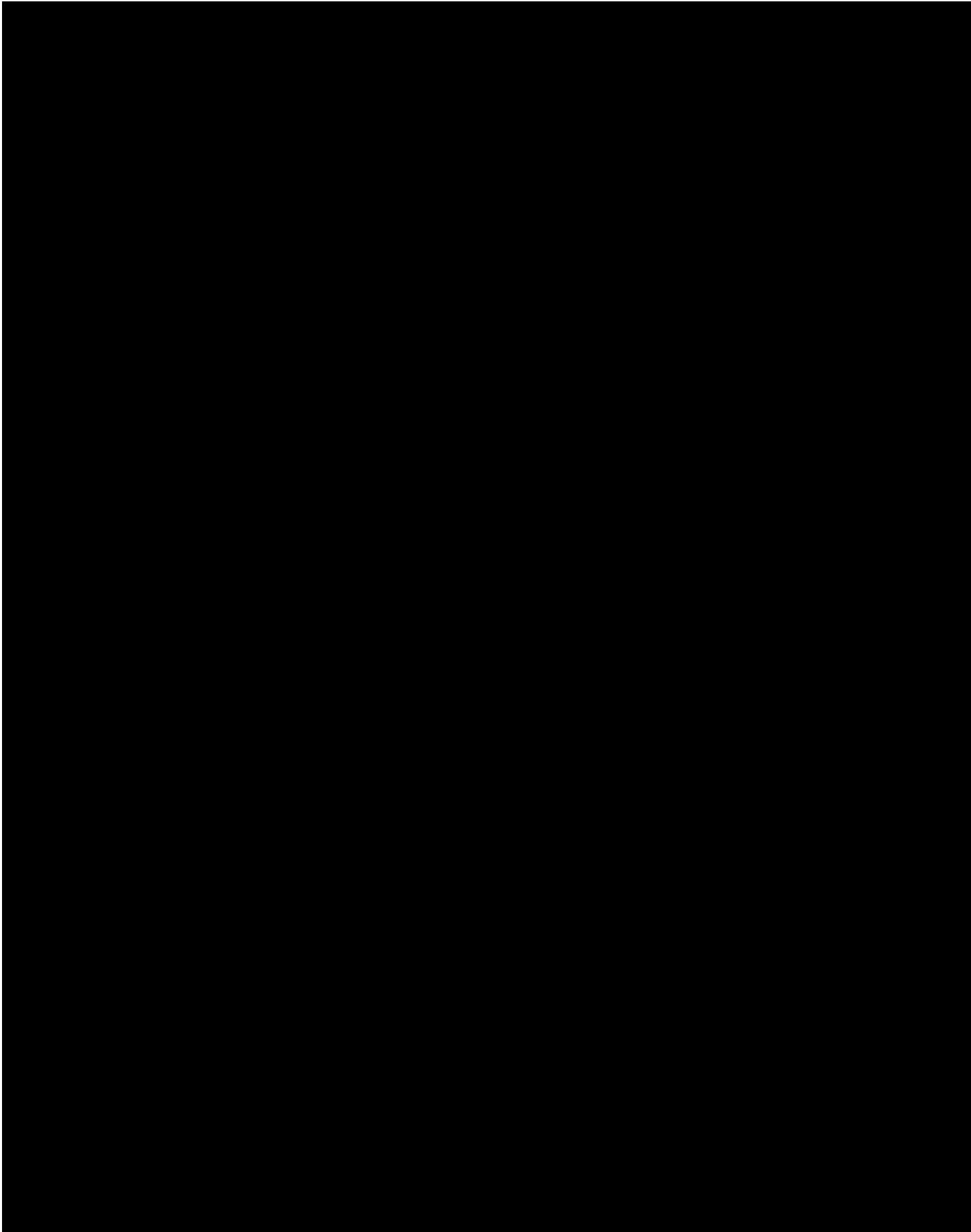


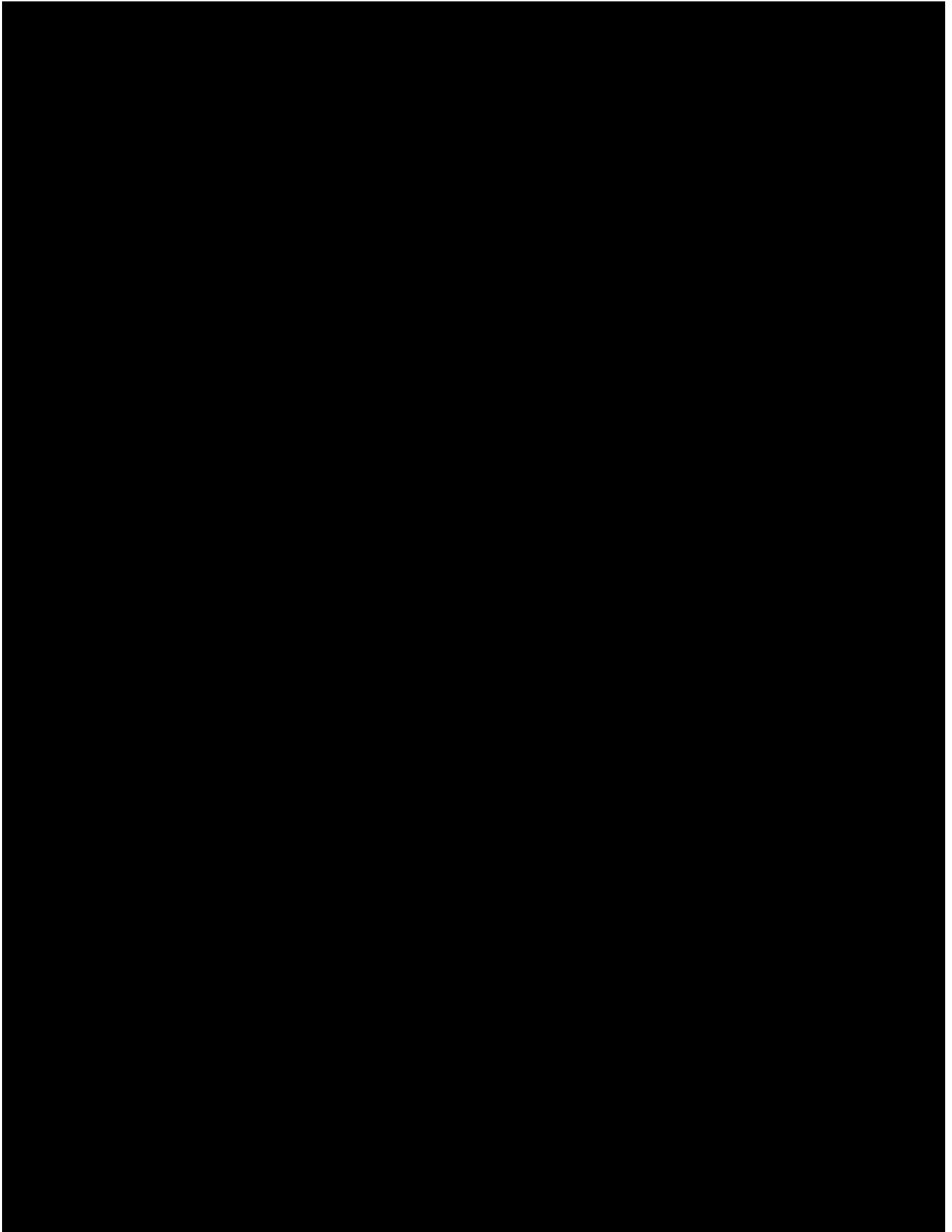


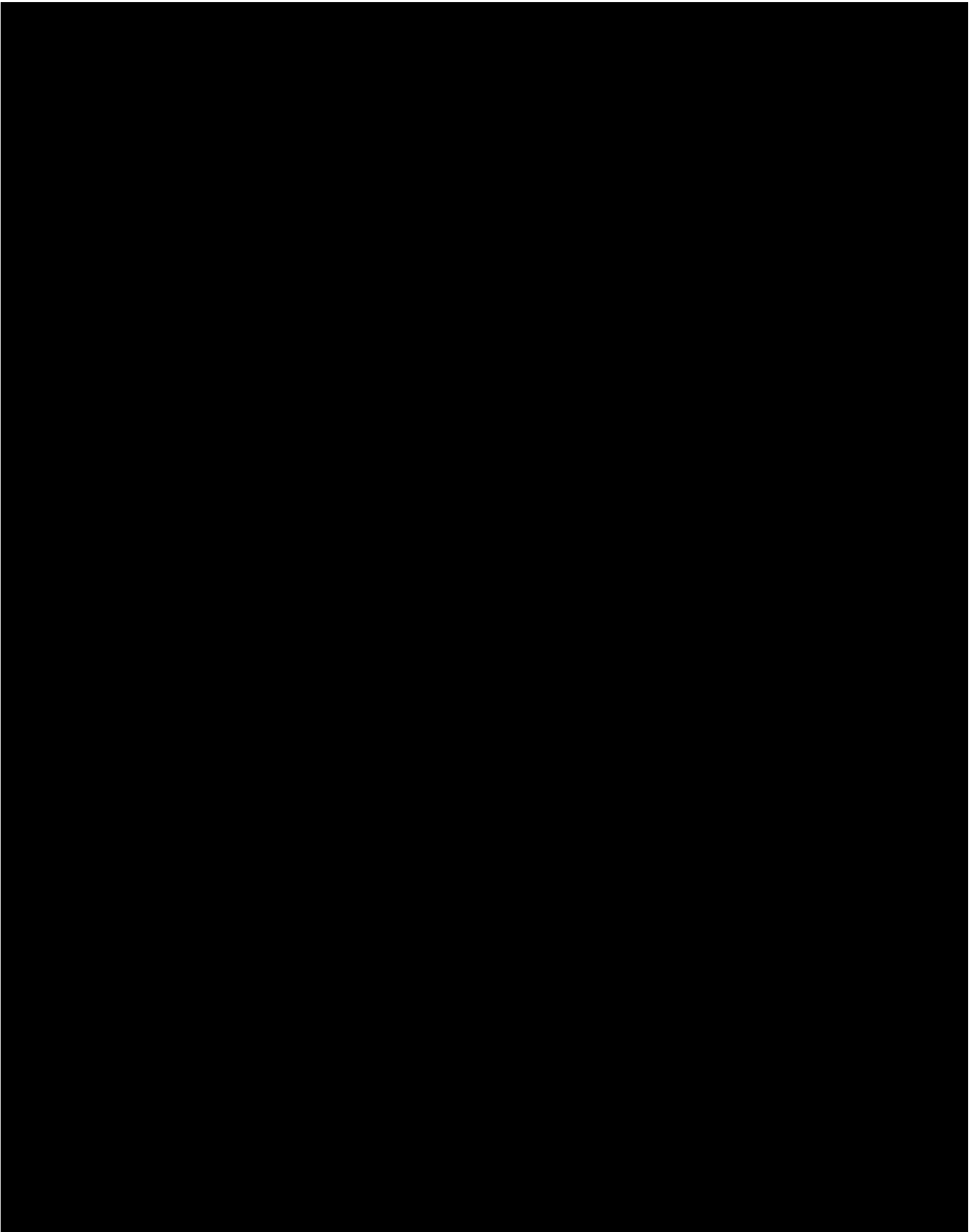
Section 13.3: An Organizational Chart.

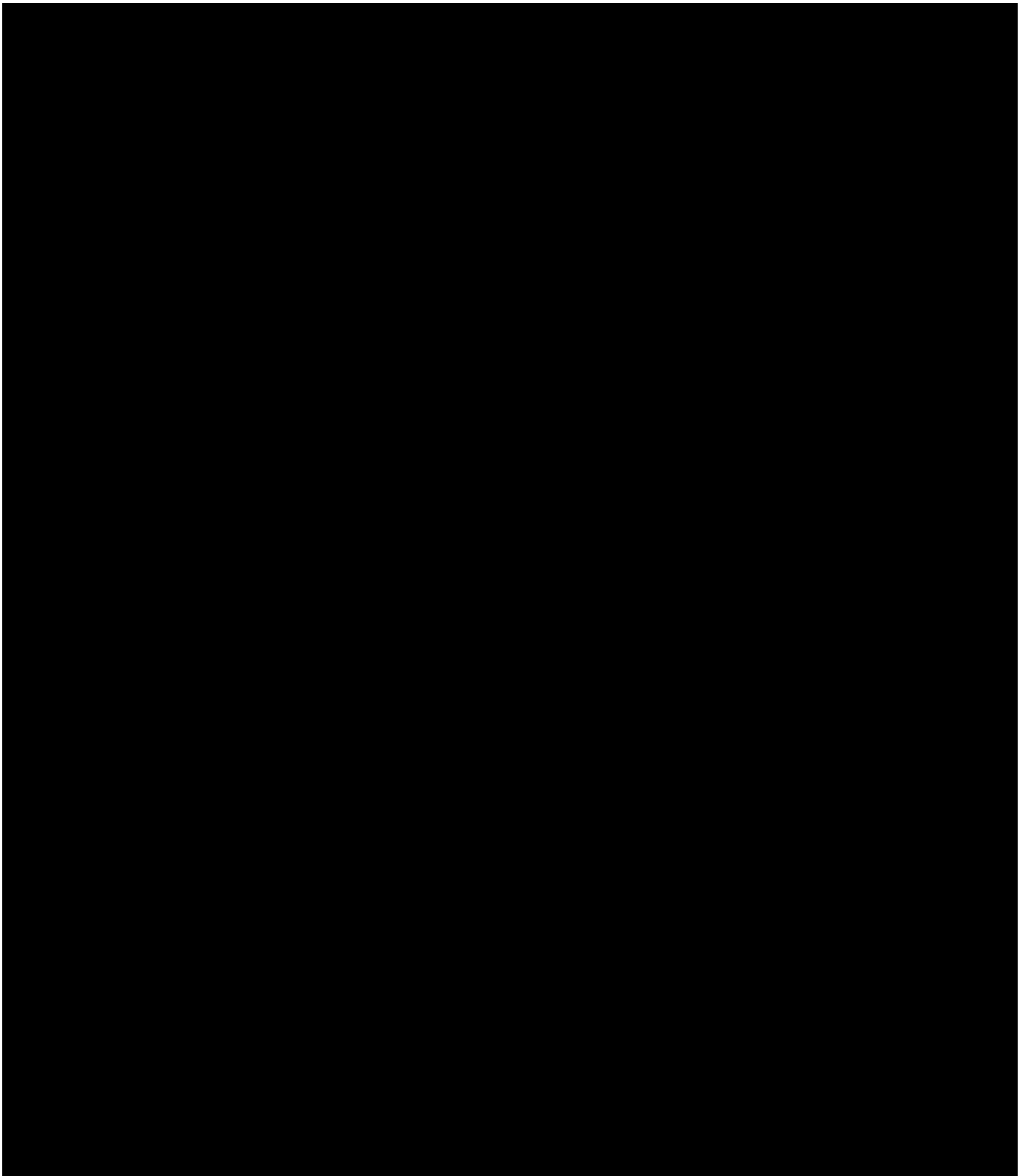




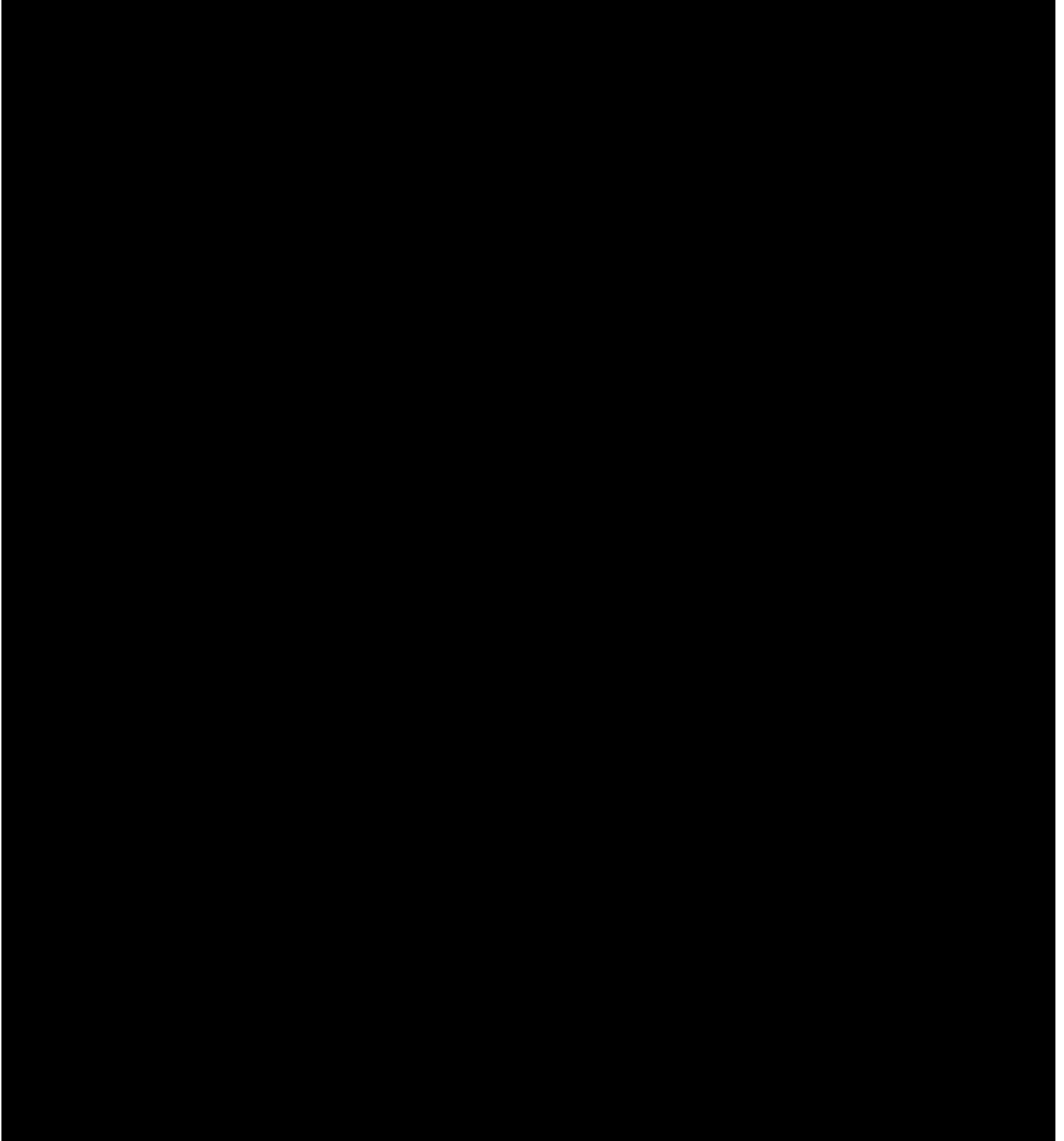




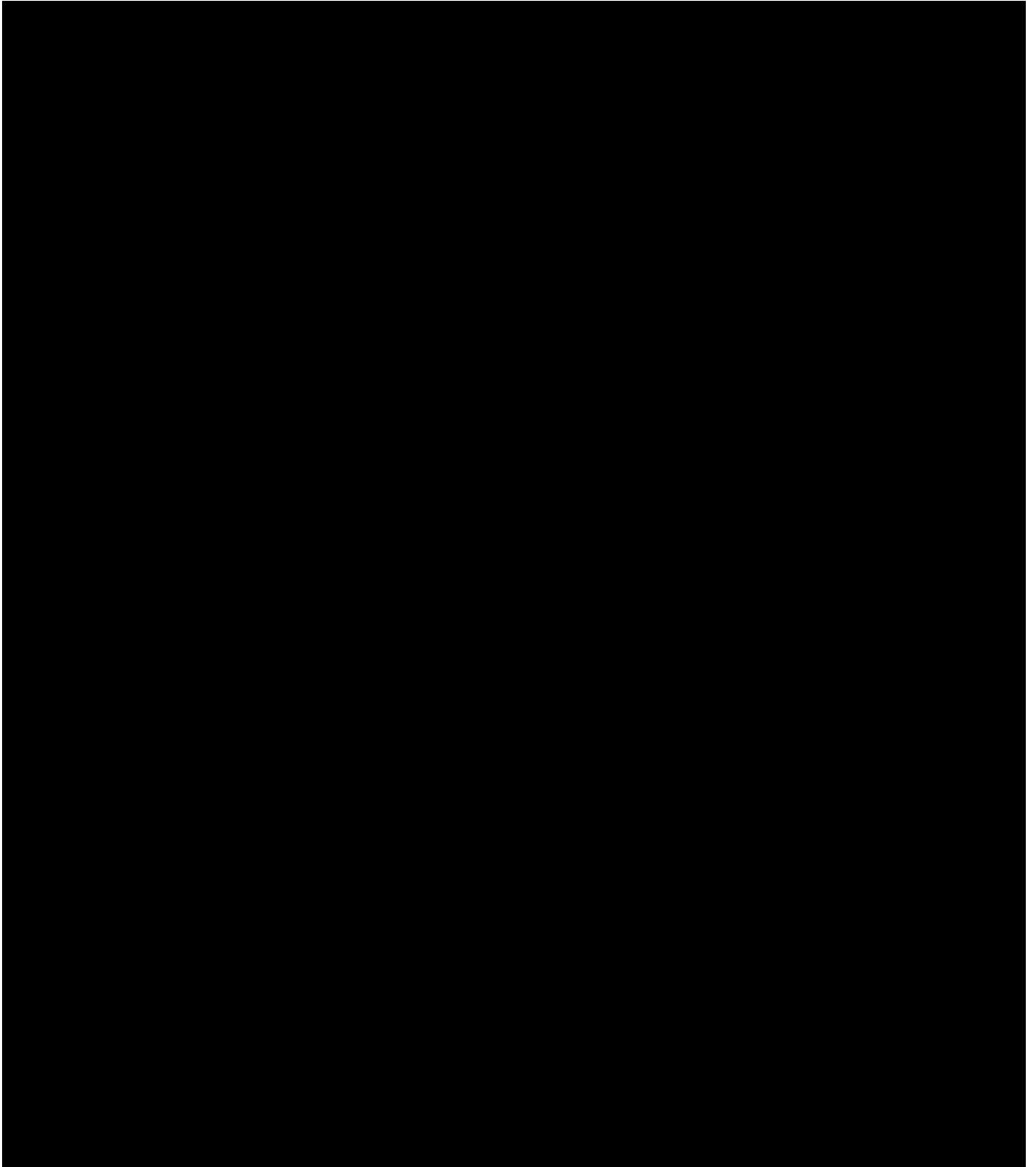


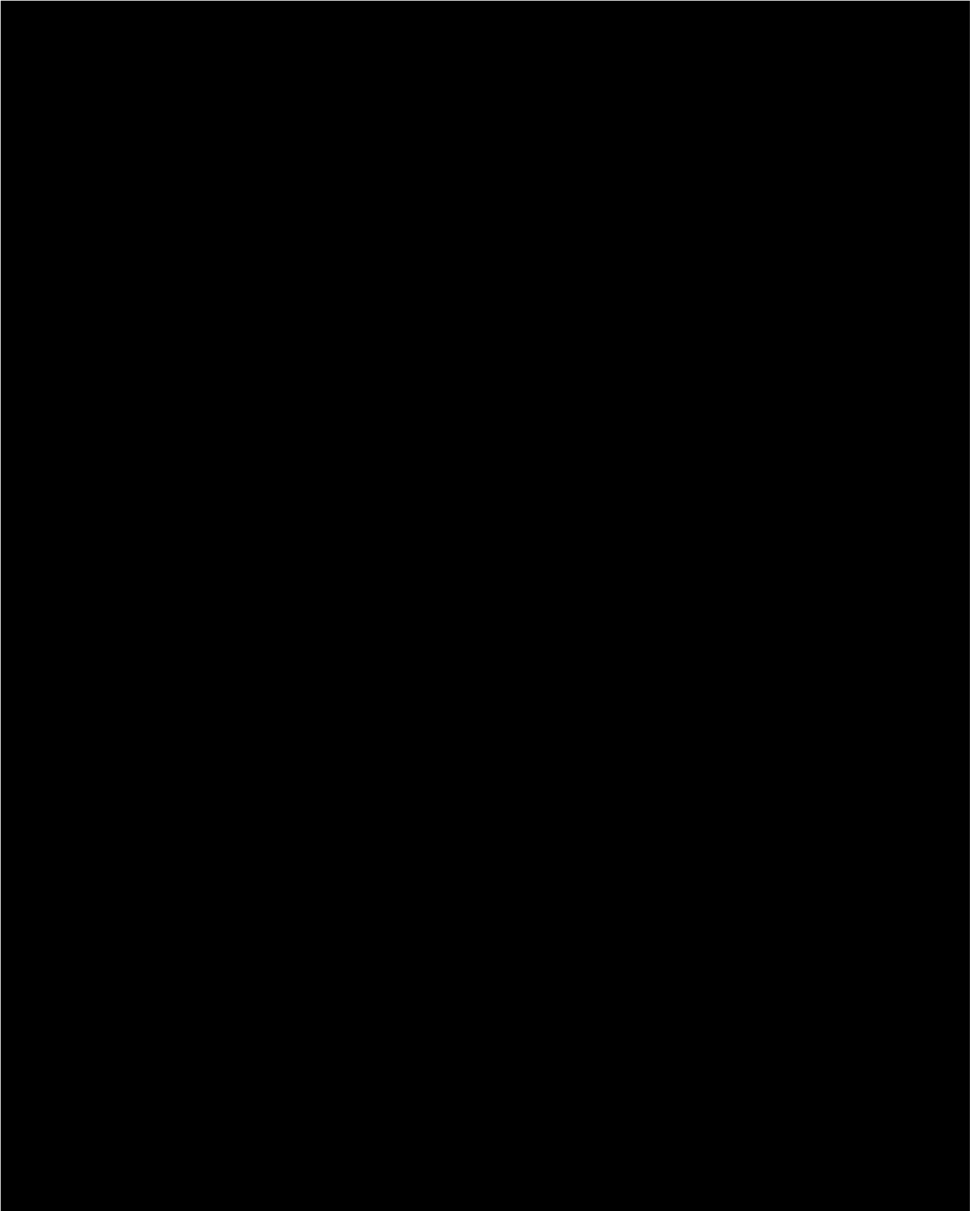


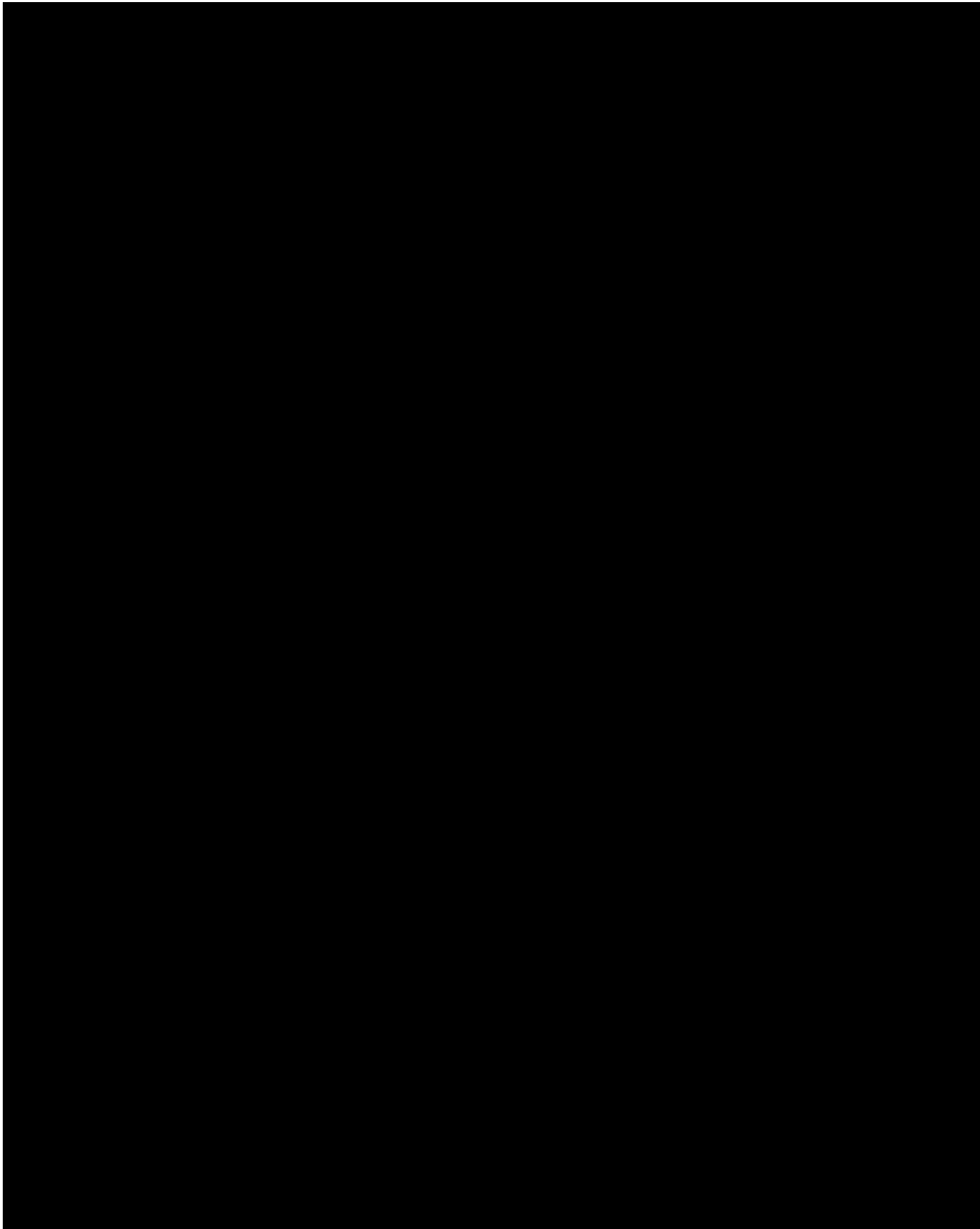
Section 13.5: Job descriptions of all non-managerial employee positions, showing clear delineation of qualifications and duties.

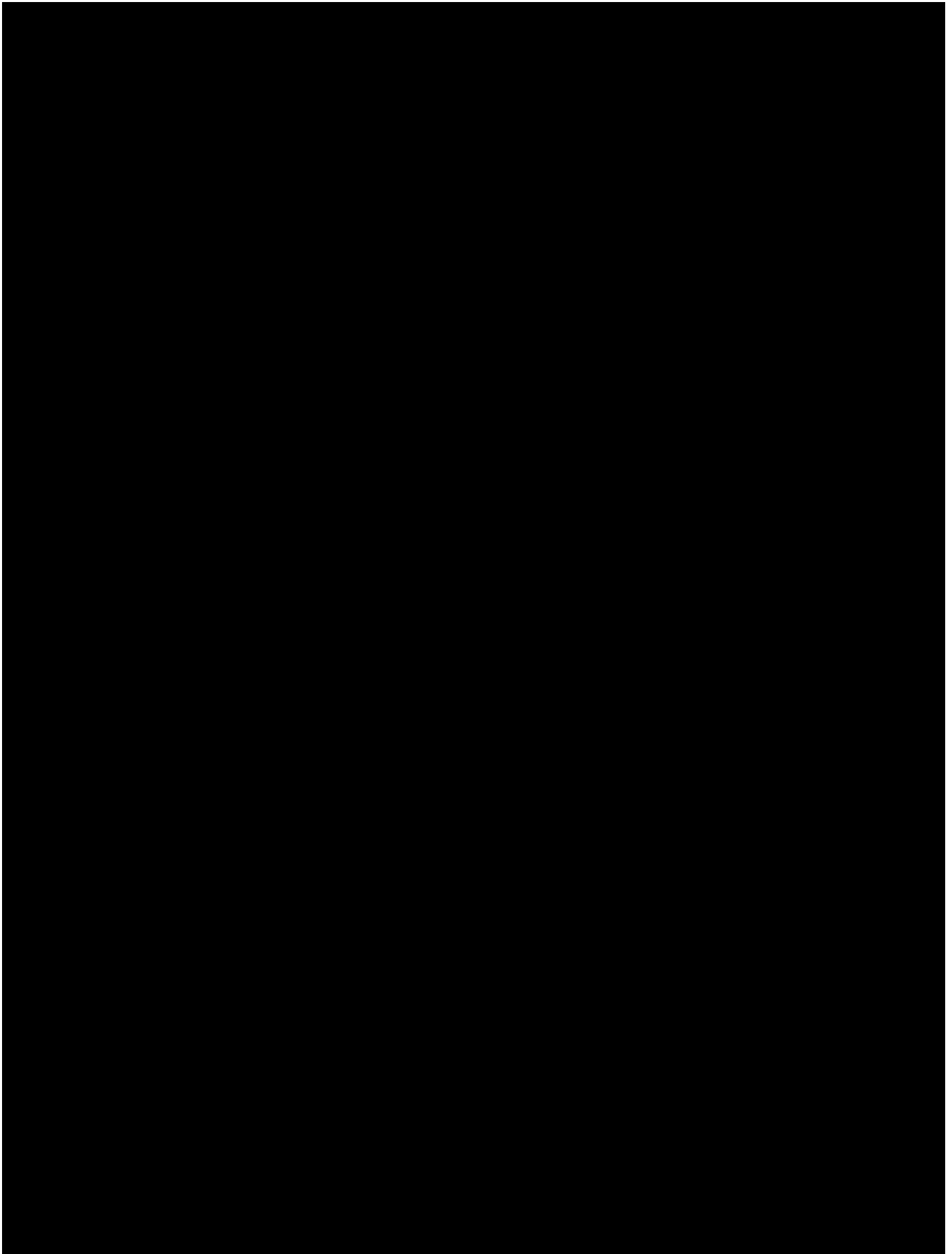


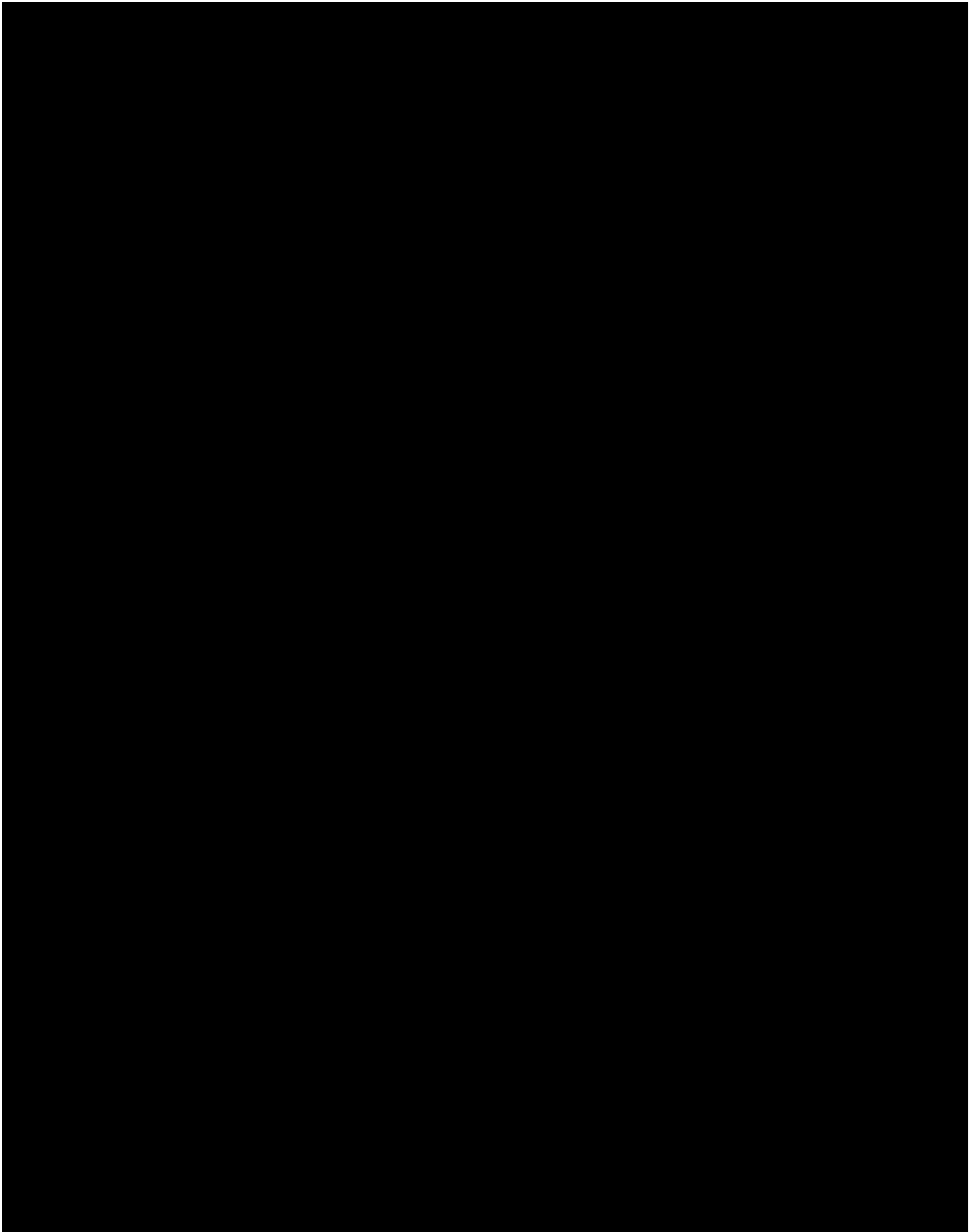
Section 13.6: An executive summary, including mission statement, leadership background and qualifications, business style and philosophy, identification of facility locations(s) and function(s).

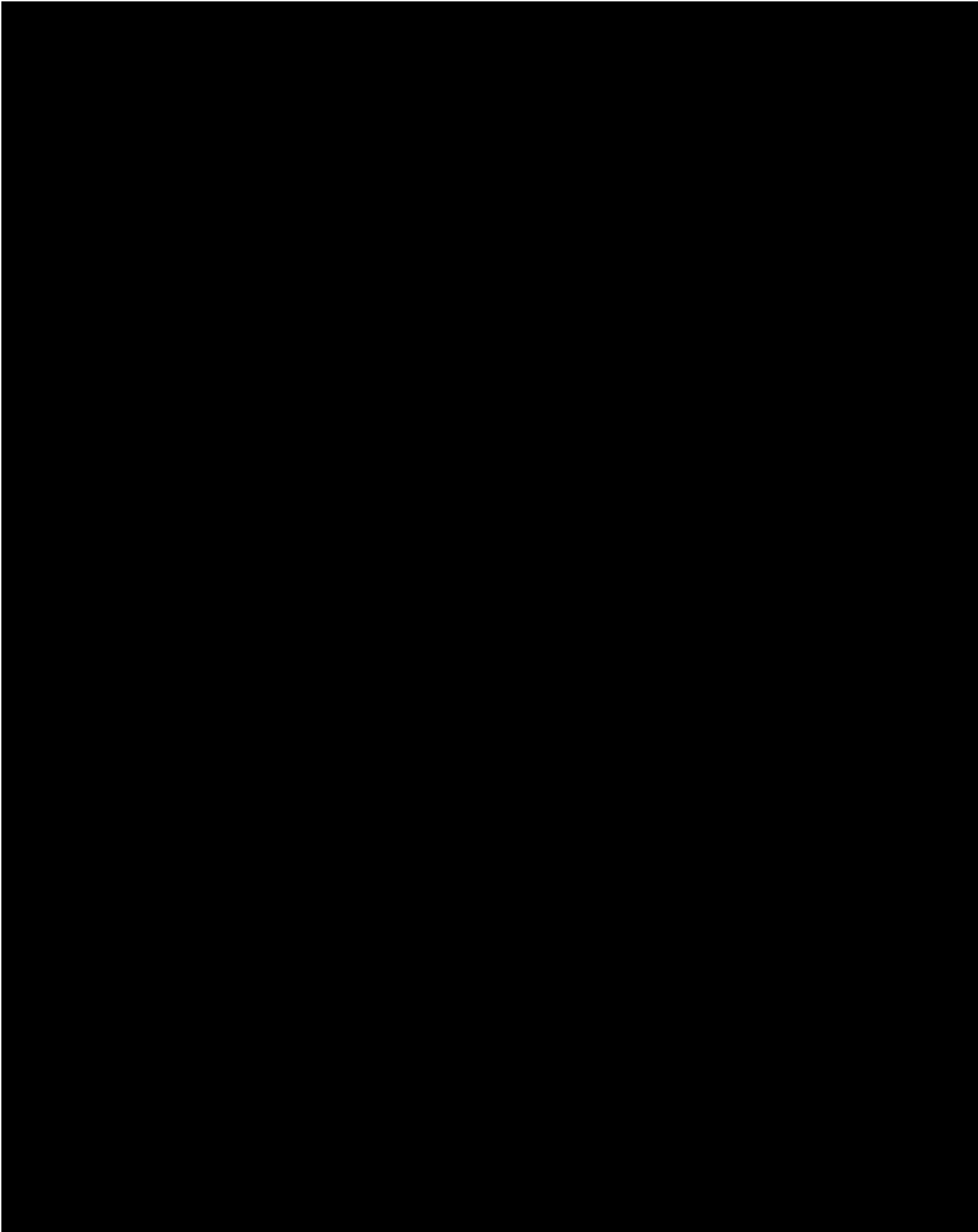


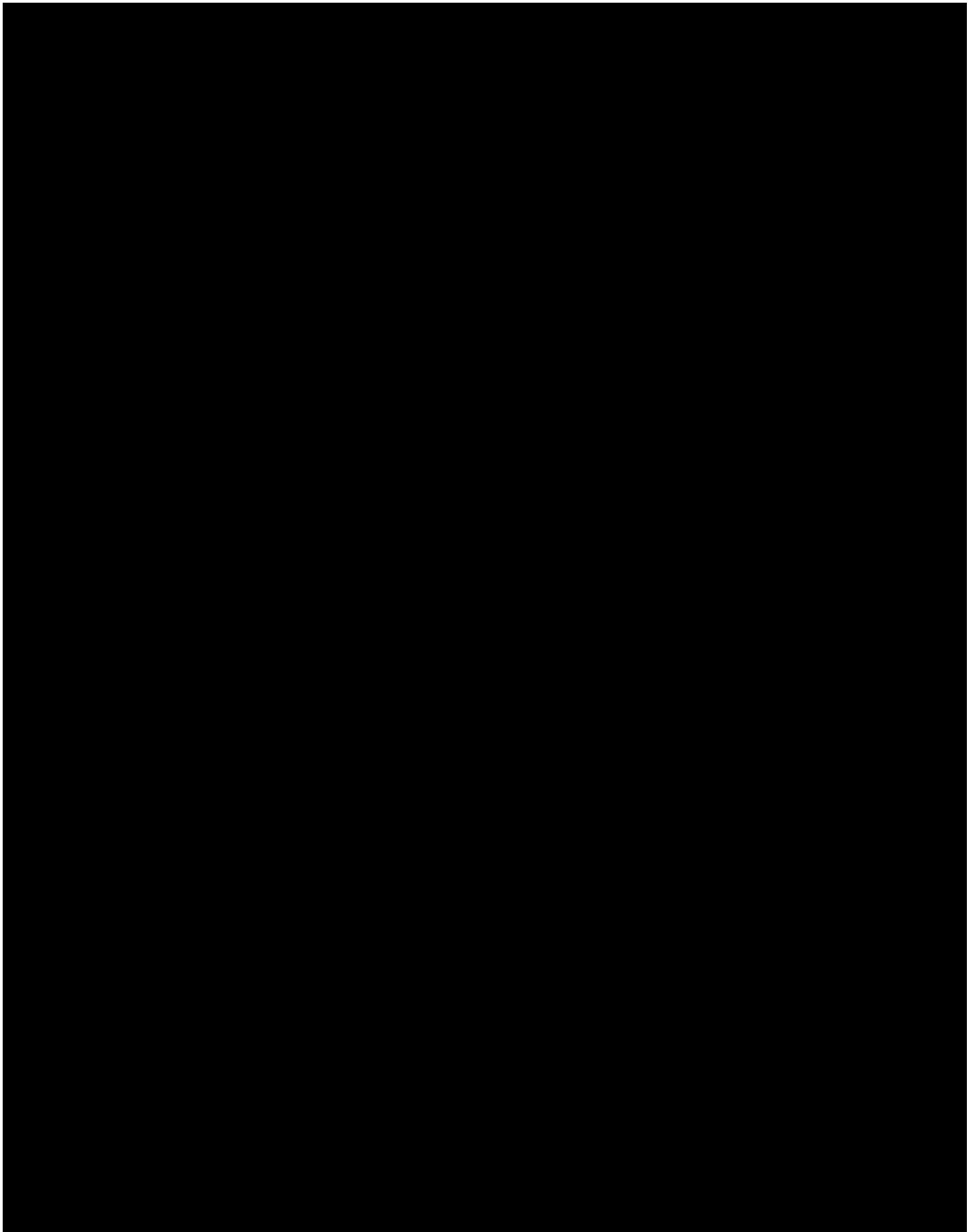


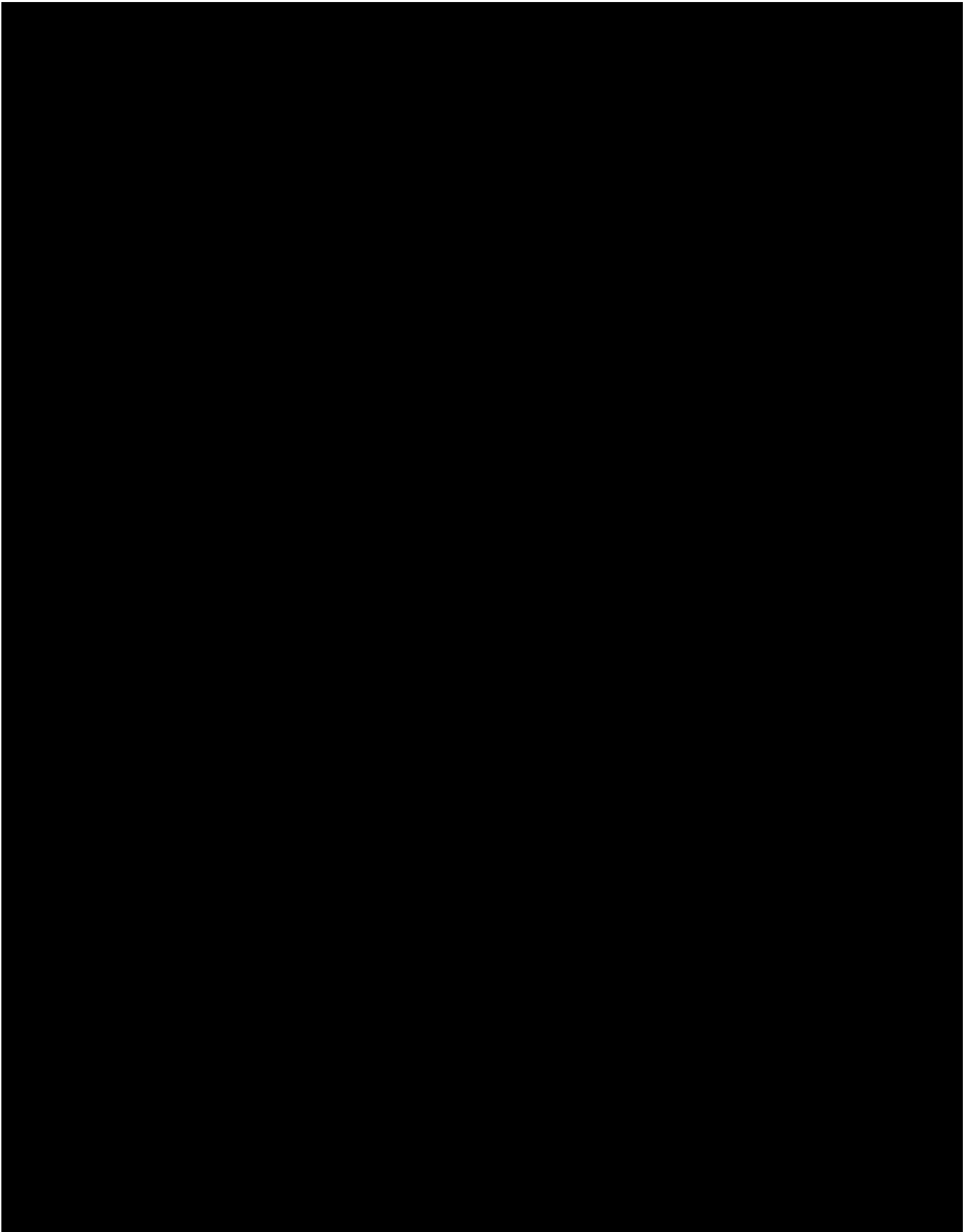




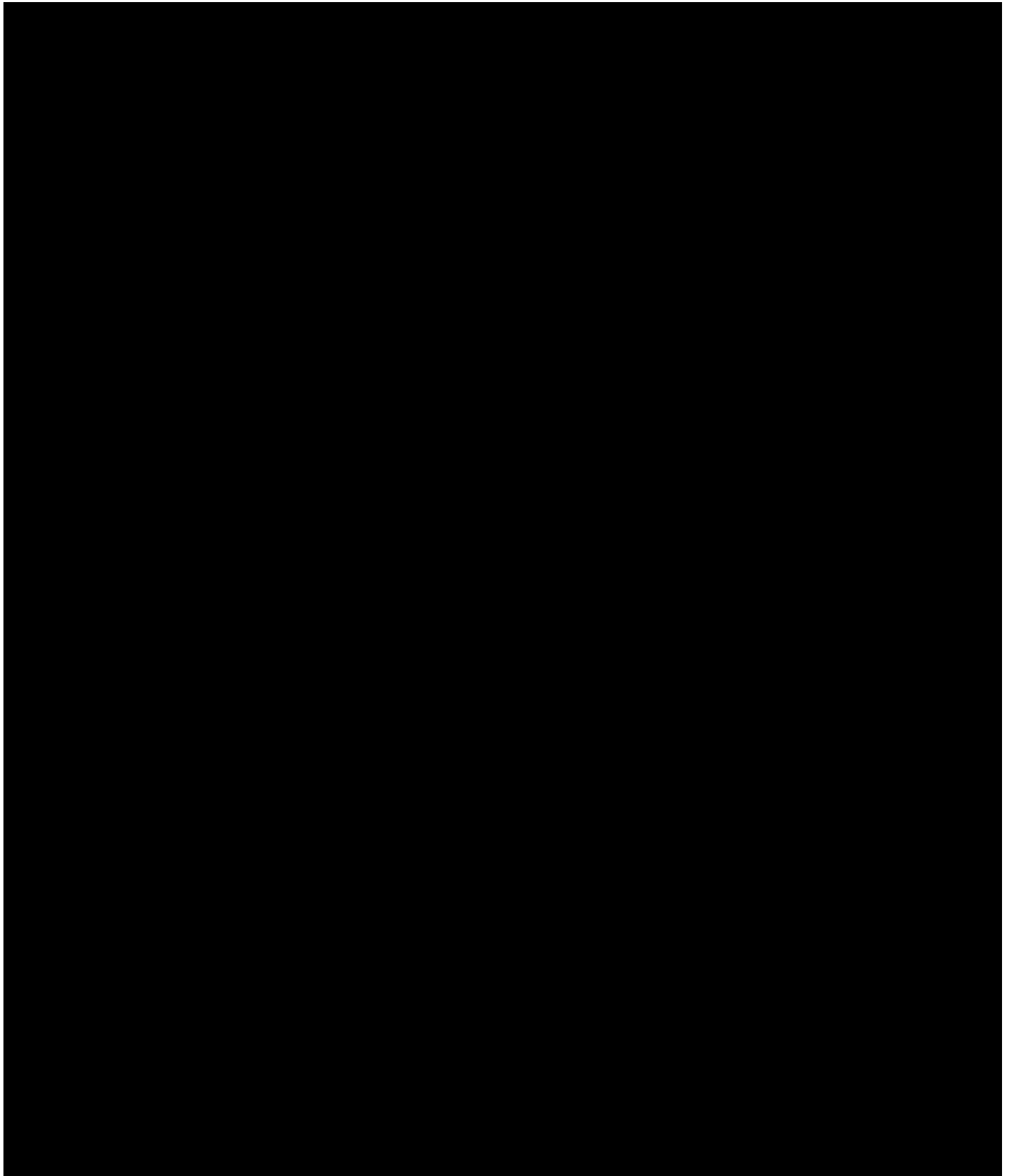


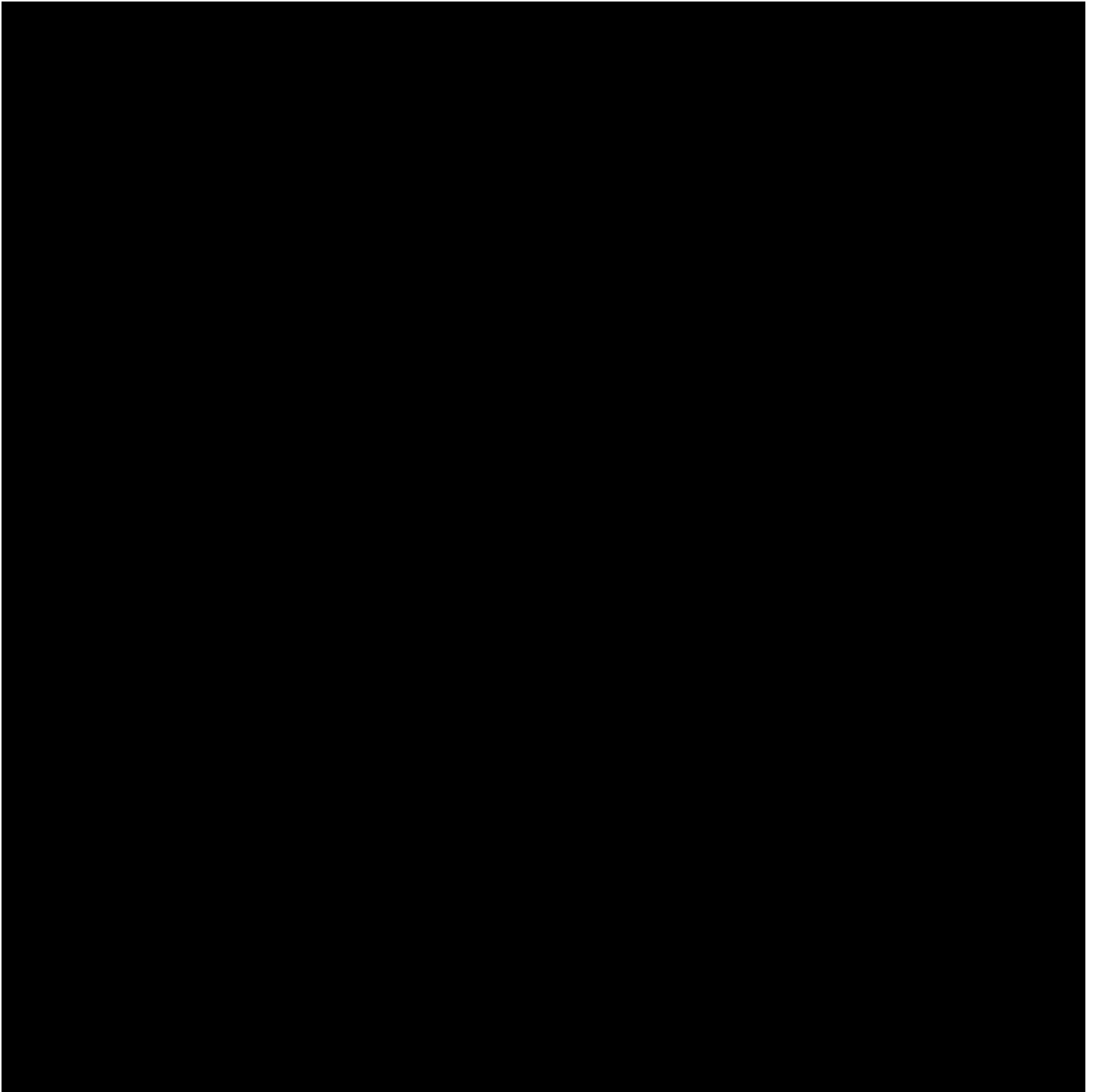




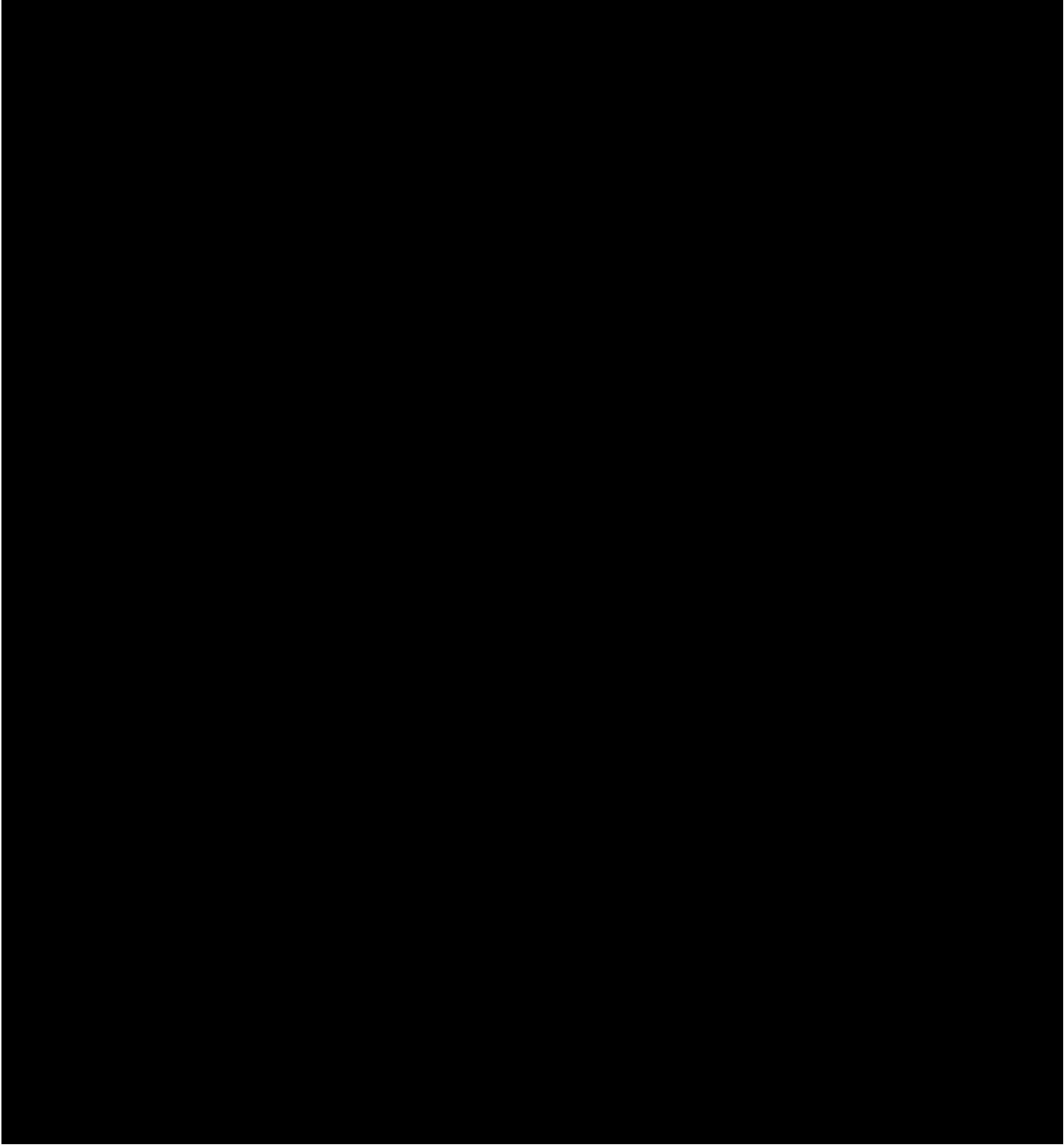


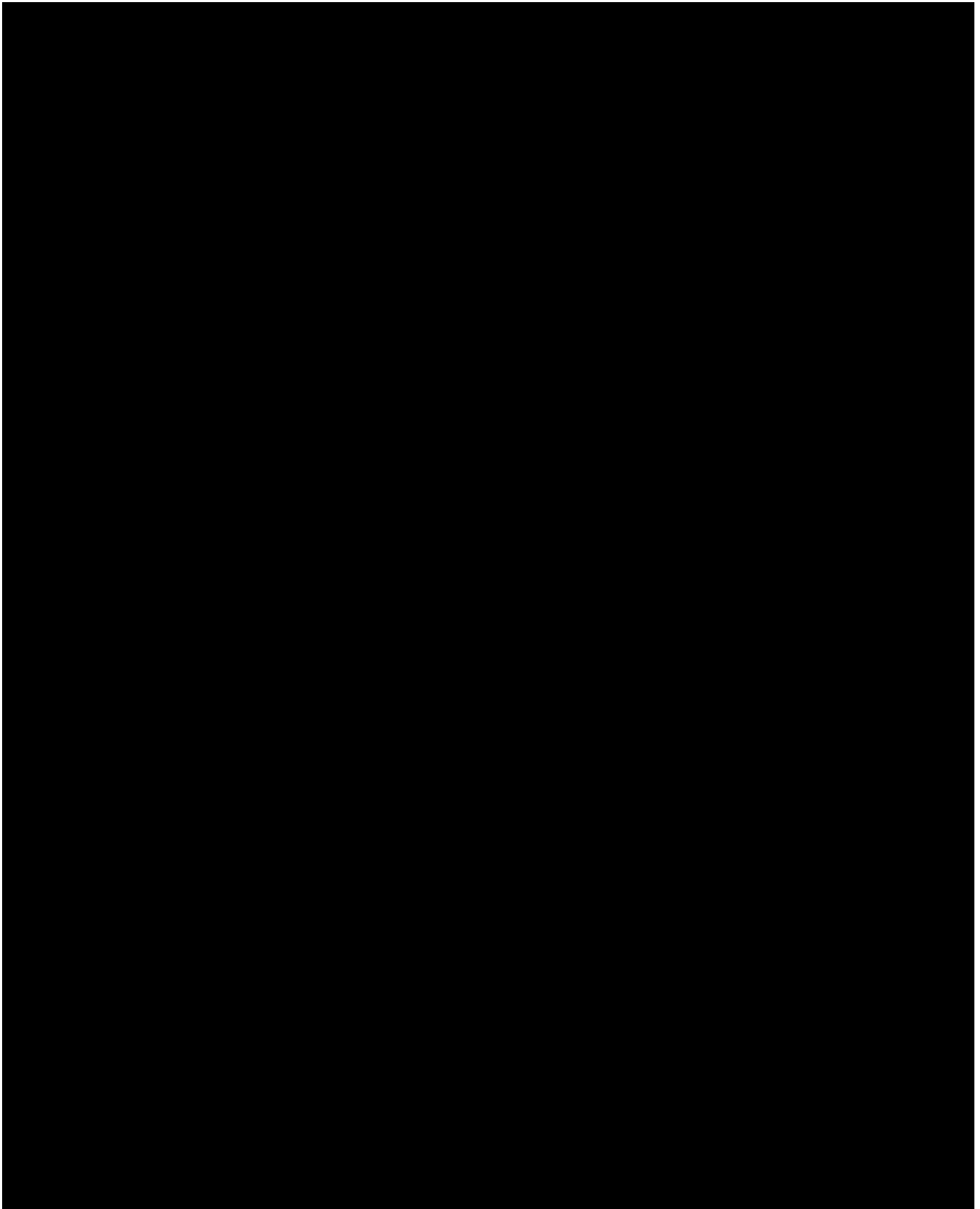
D. Facility Locations and Functions:

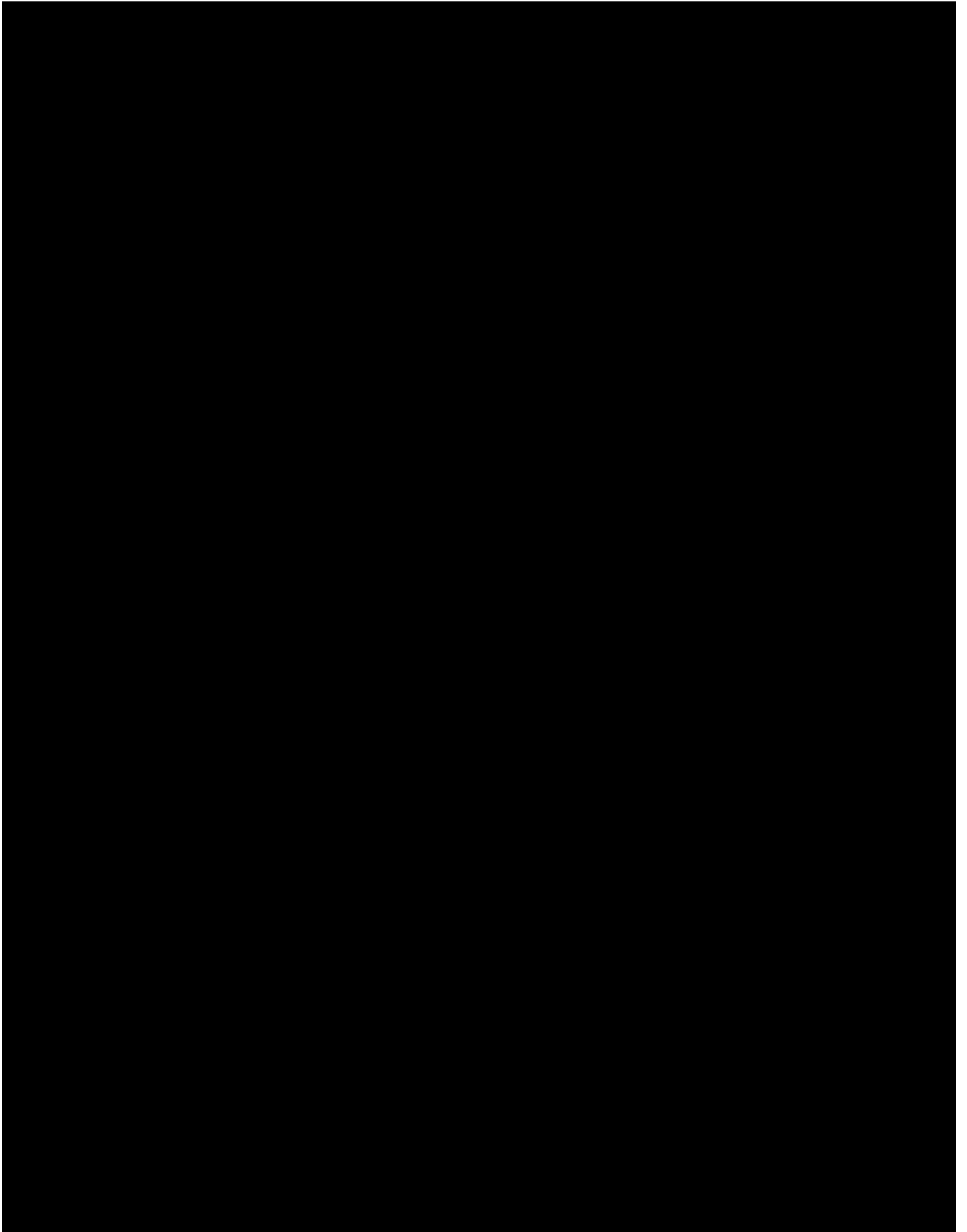


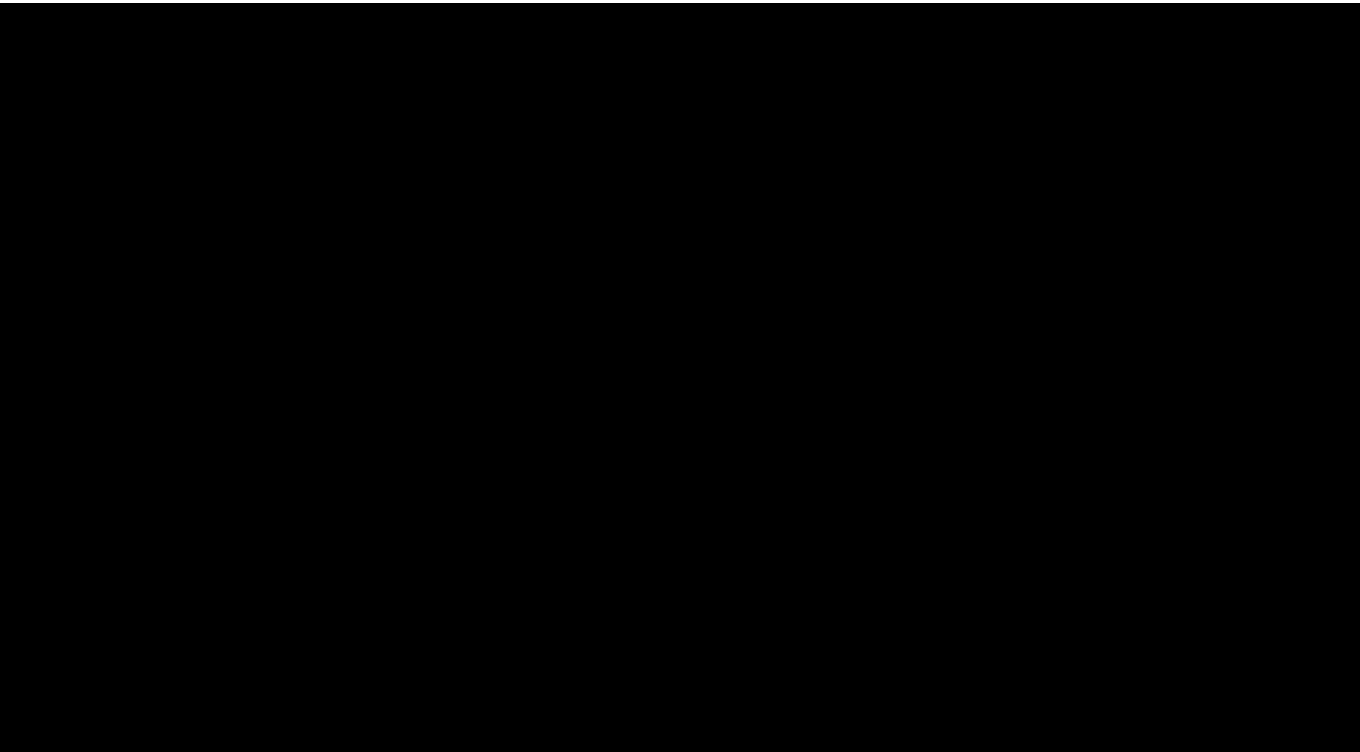


Section 13.7: A description of services and/or products to be cultivated, processed, transported, dispensed, or tested at each facility, as applicable, including: actual (or projected) pricing data; actual (or projected) product lifespan; projected benefits to consumers; patents, if any; and proprietary technology, if any.

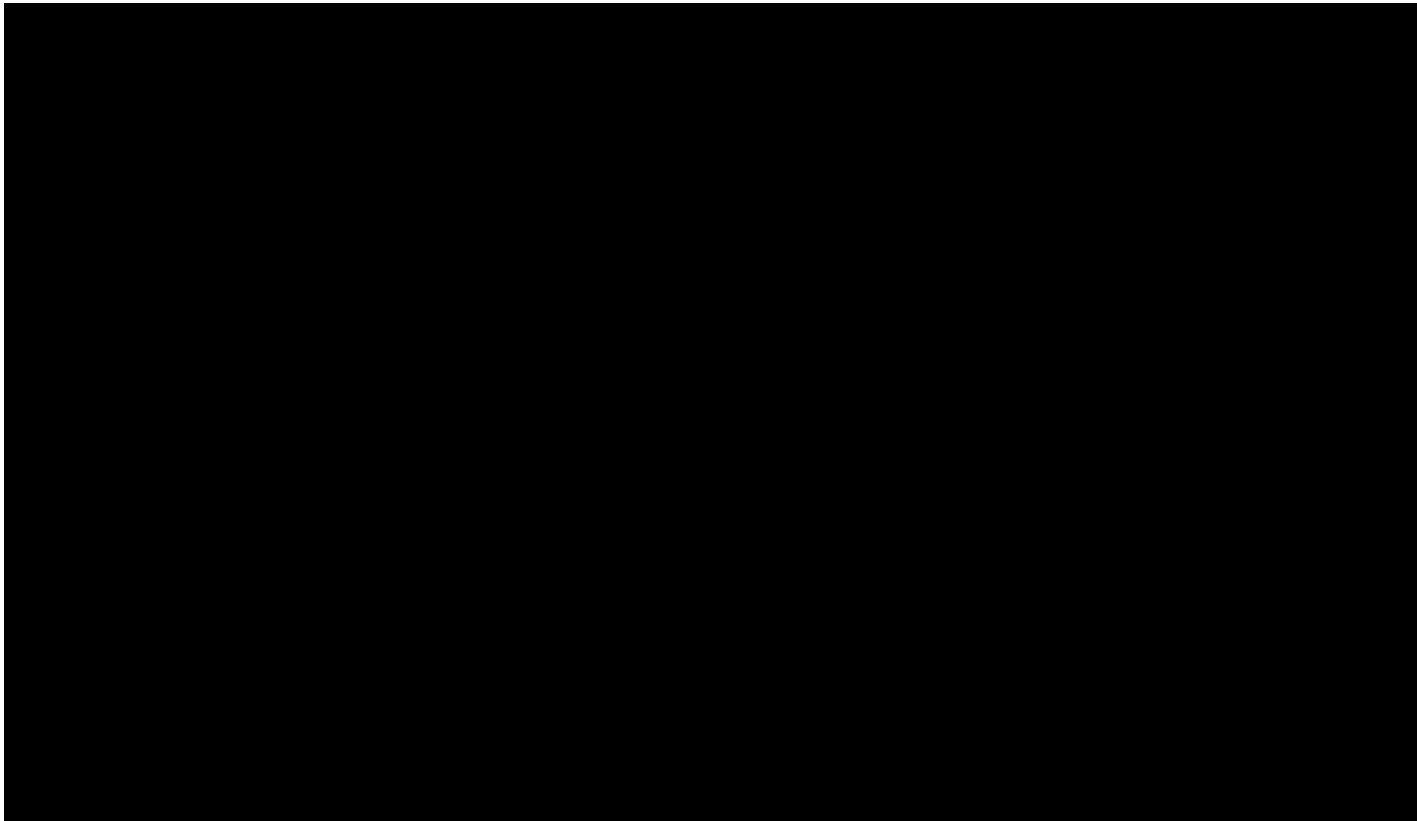


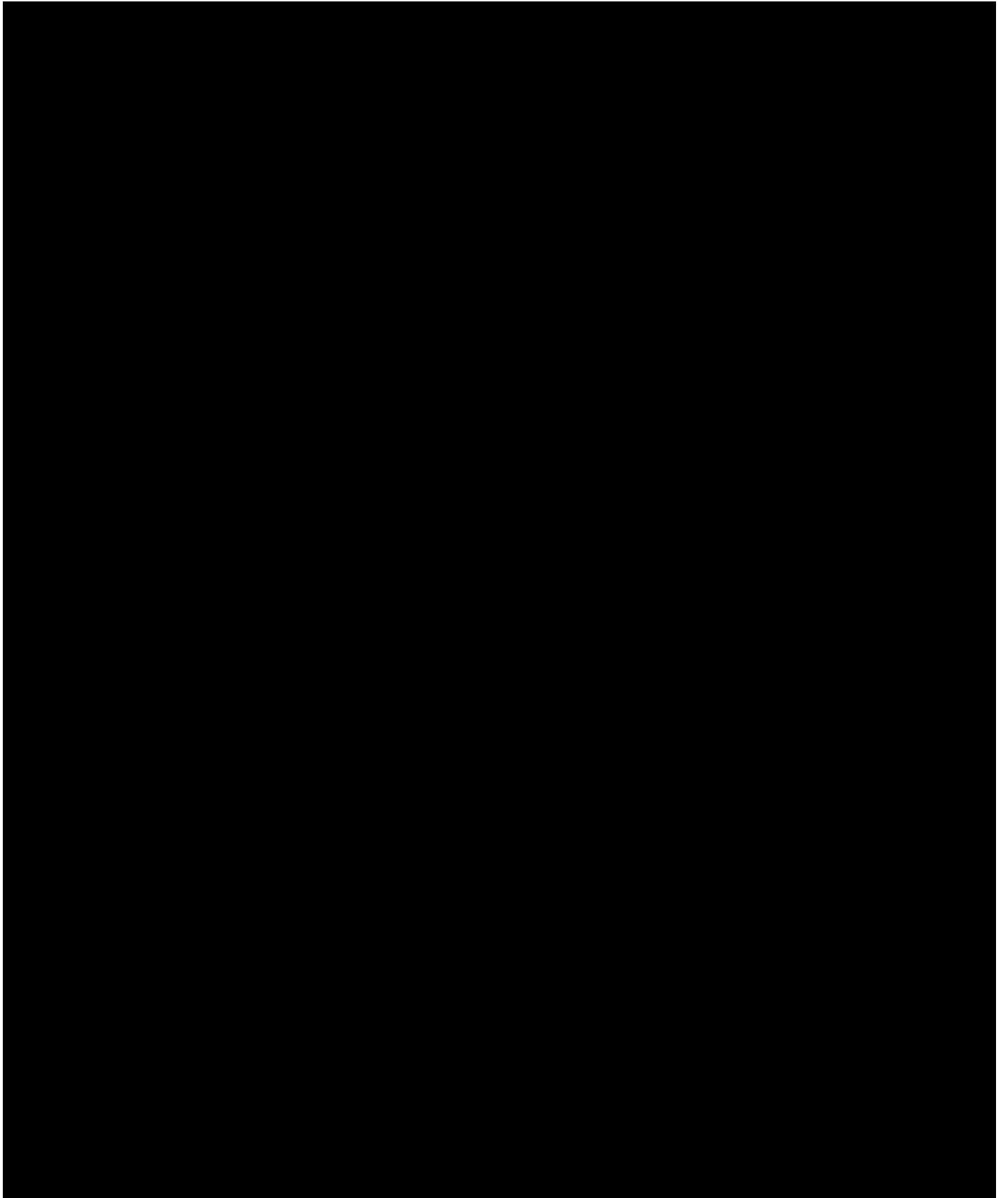


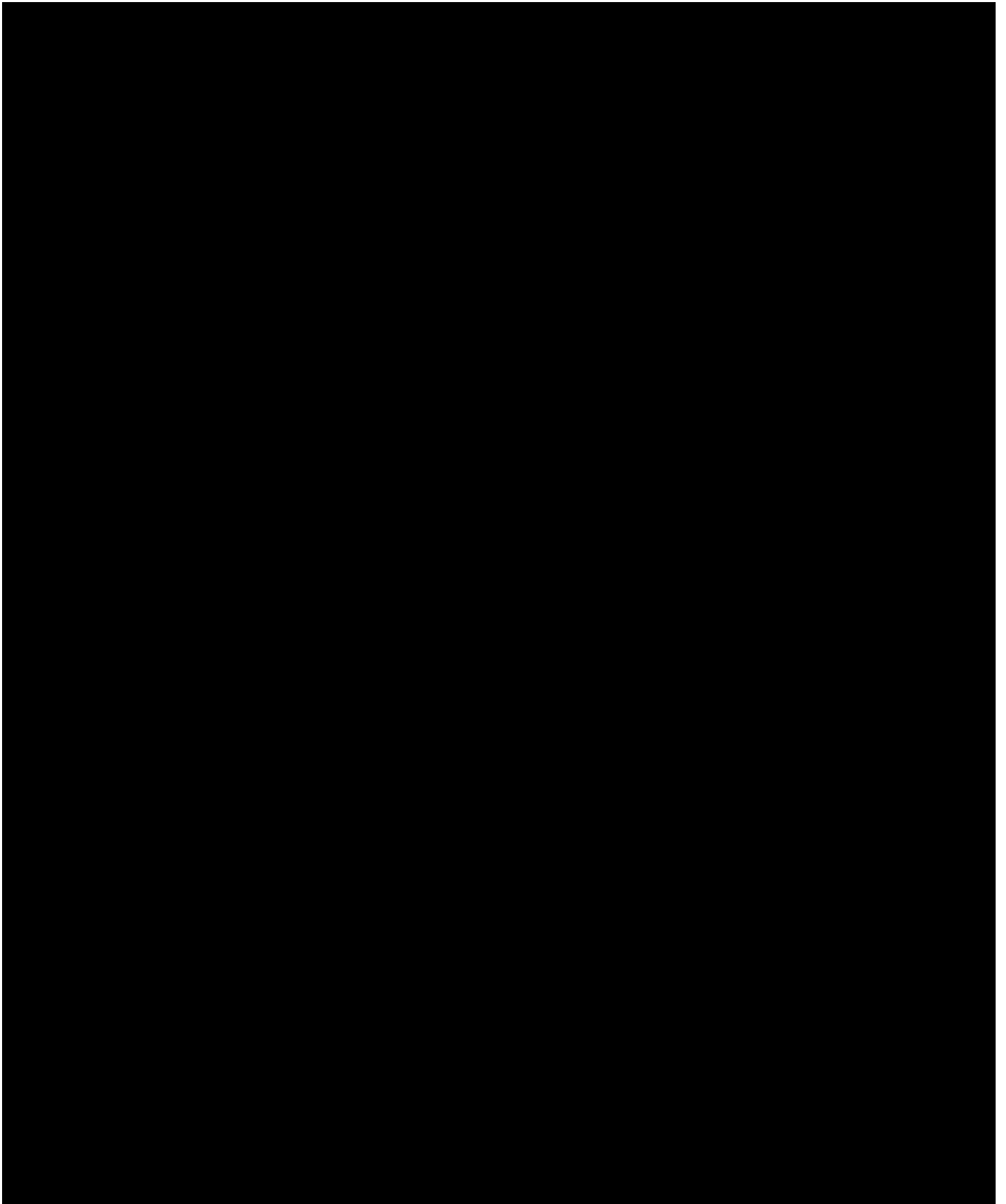


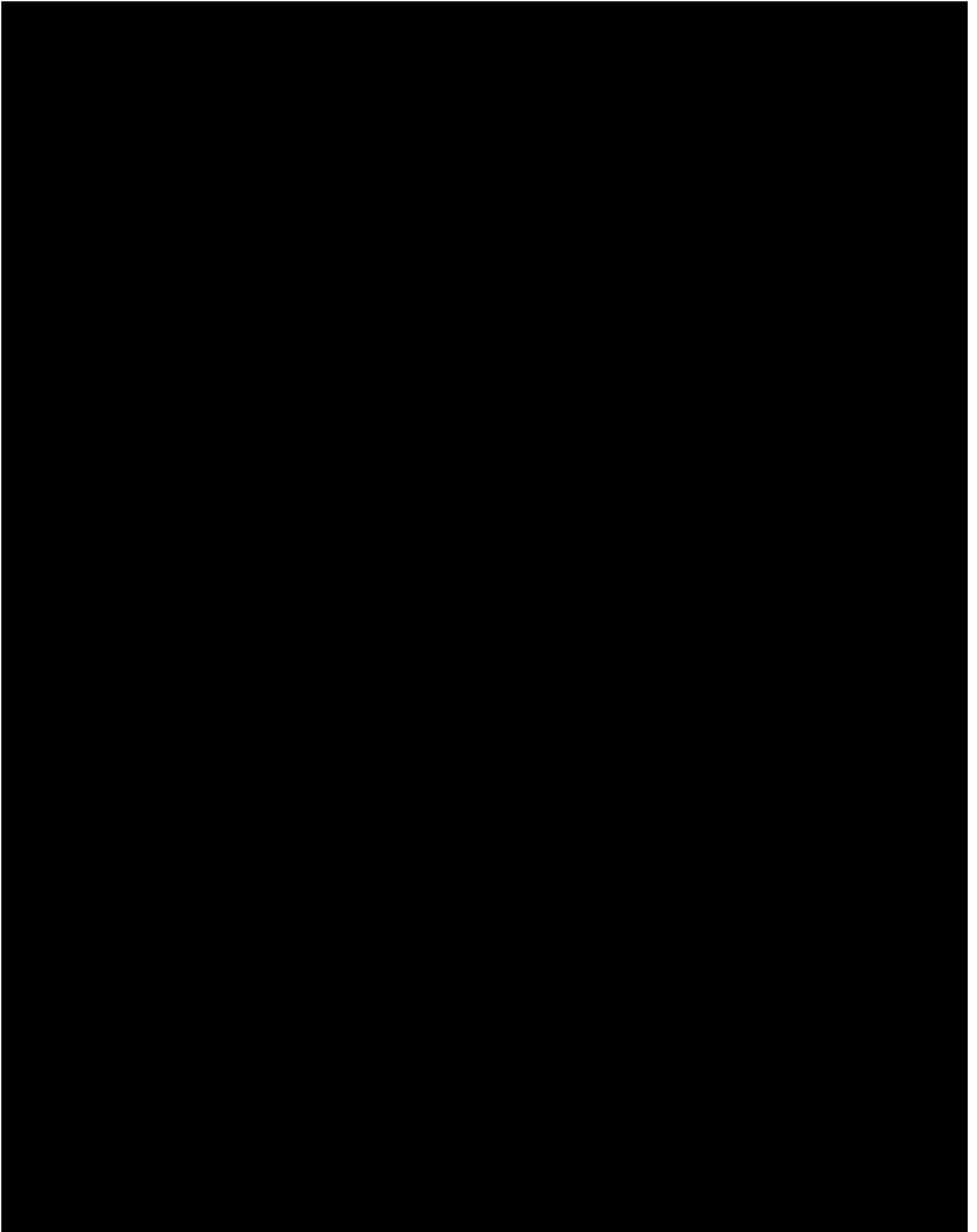


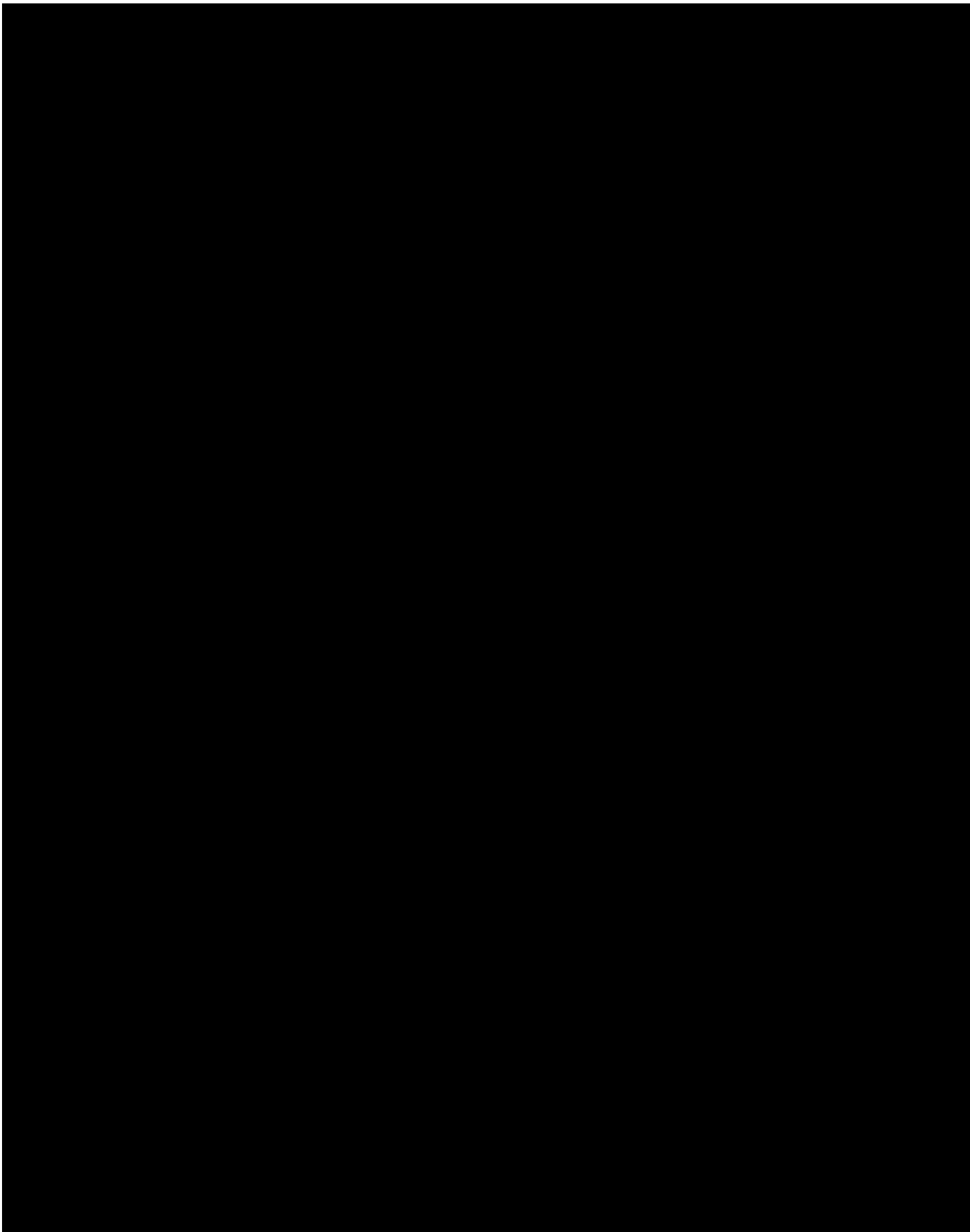
Section 13.9: A Community Engagement Plan describing all efforts that have been or will be made to foster the Applicant's relationship with, involvement in, and commitment to any community (including municipality or county) in which the Applicant intends to locate a facility within the next three years.

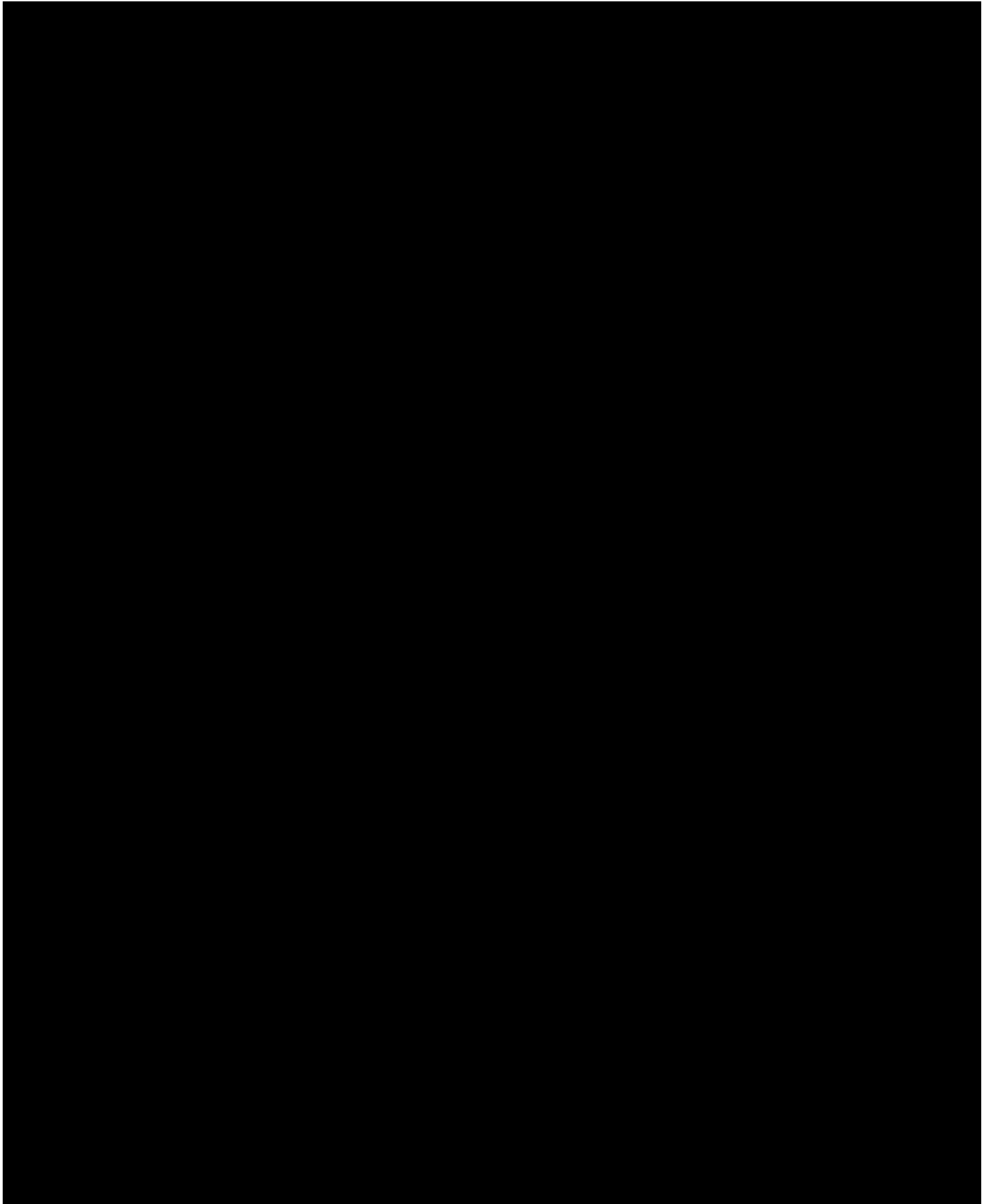


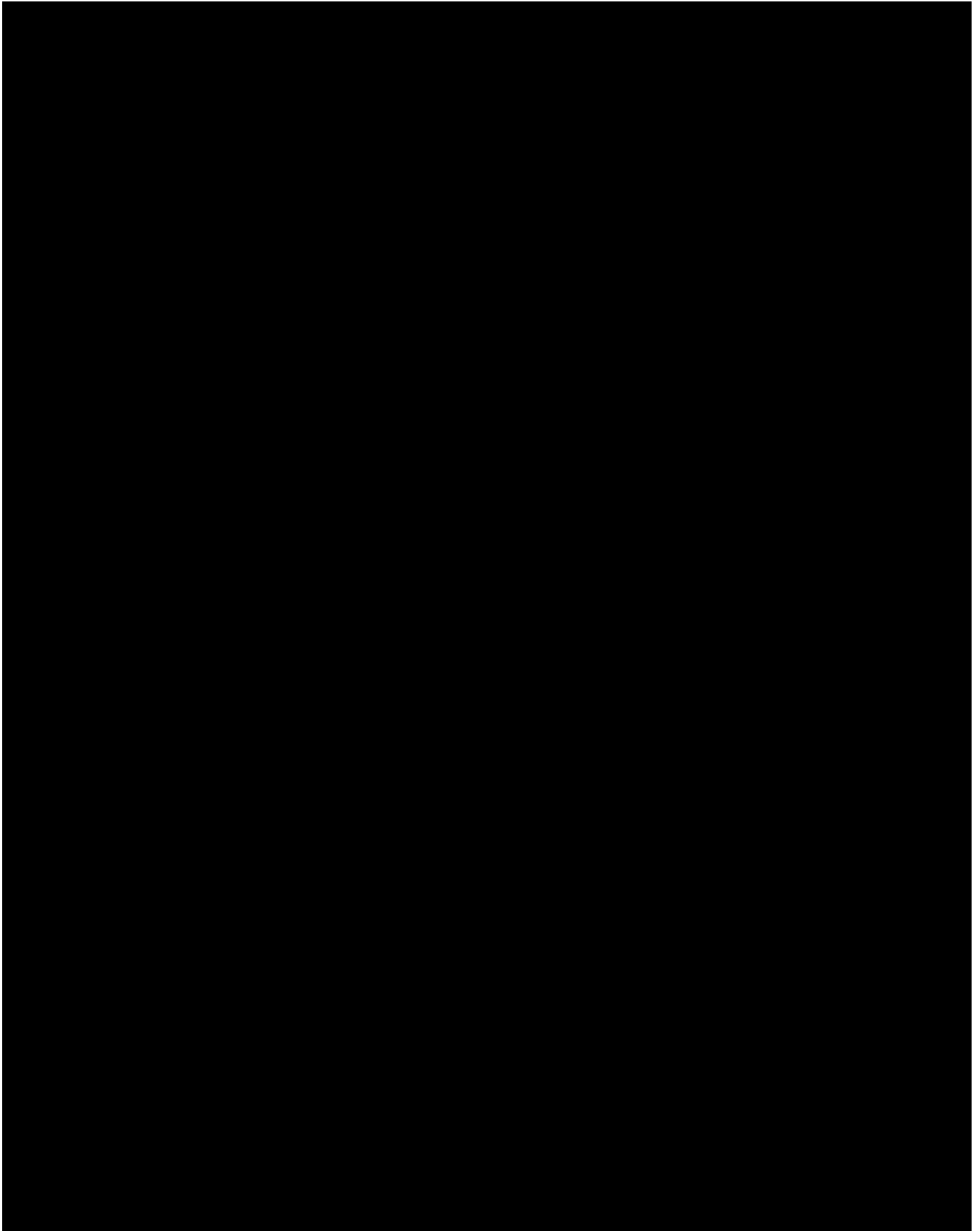


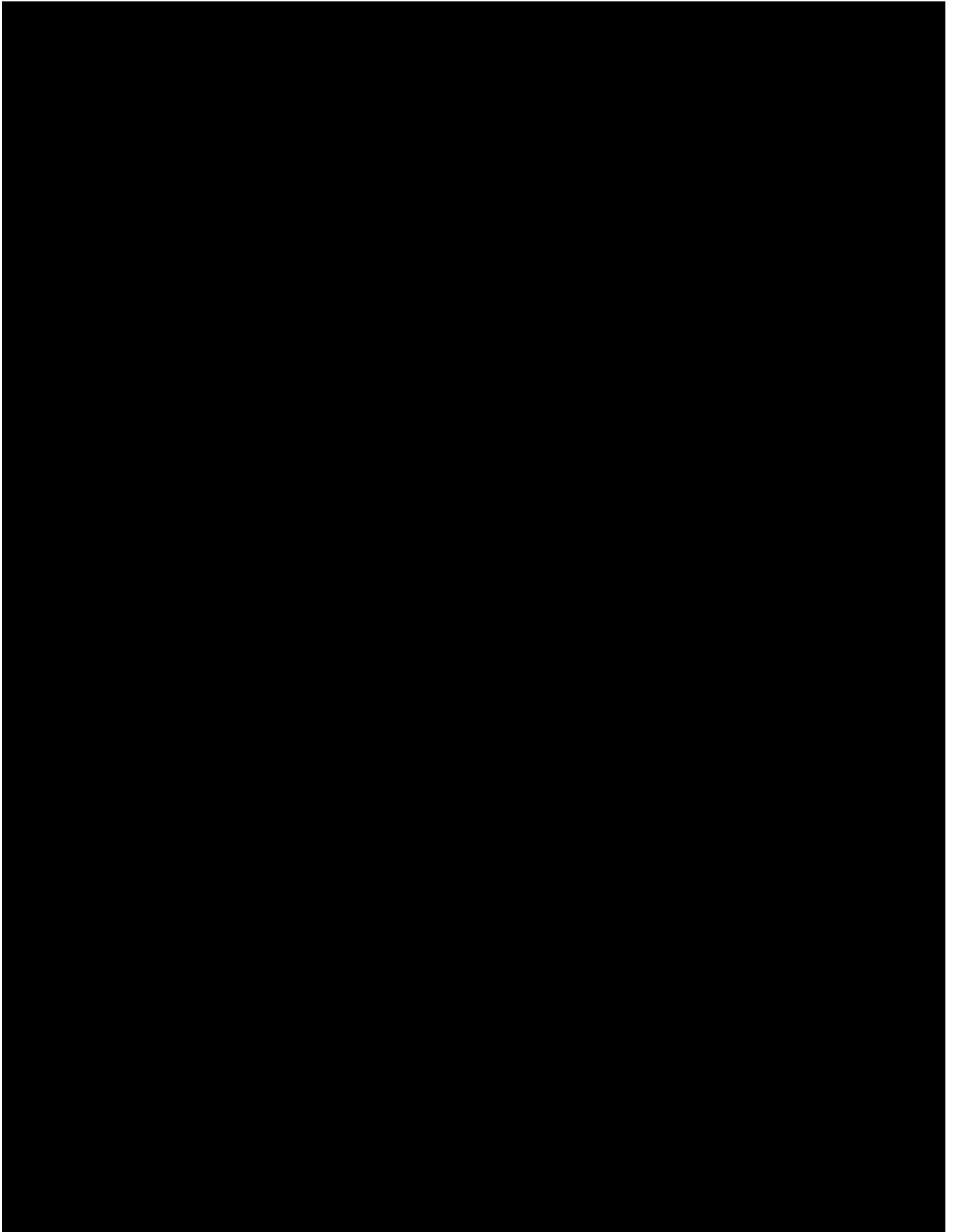


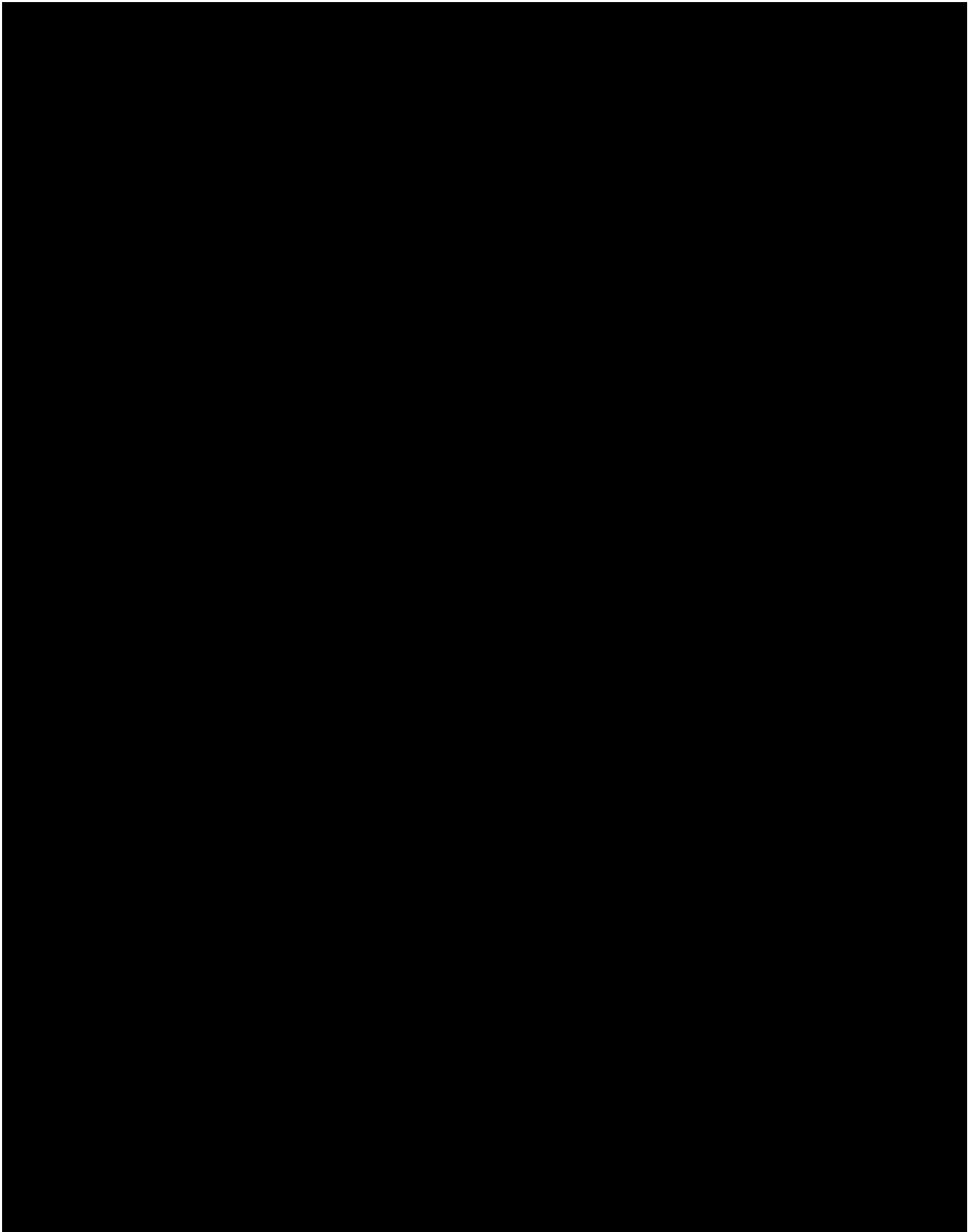


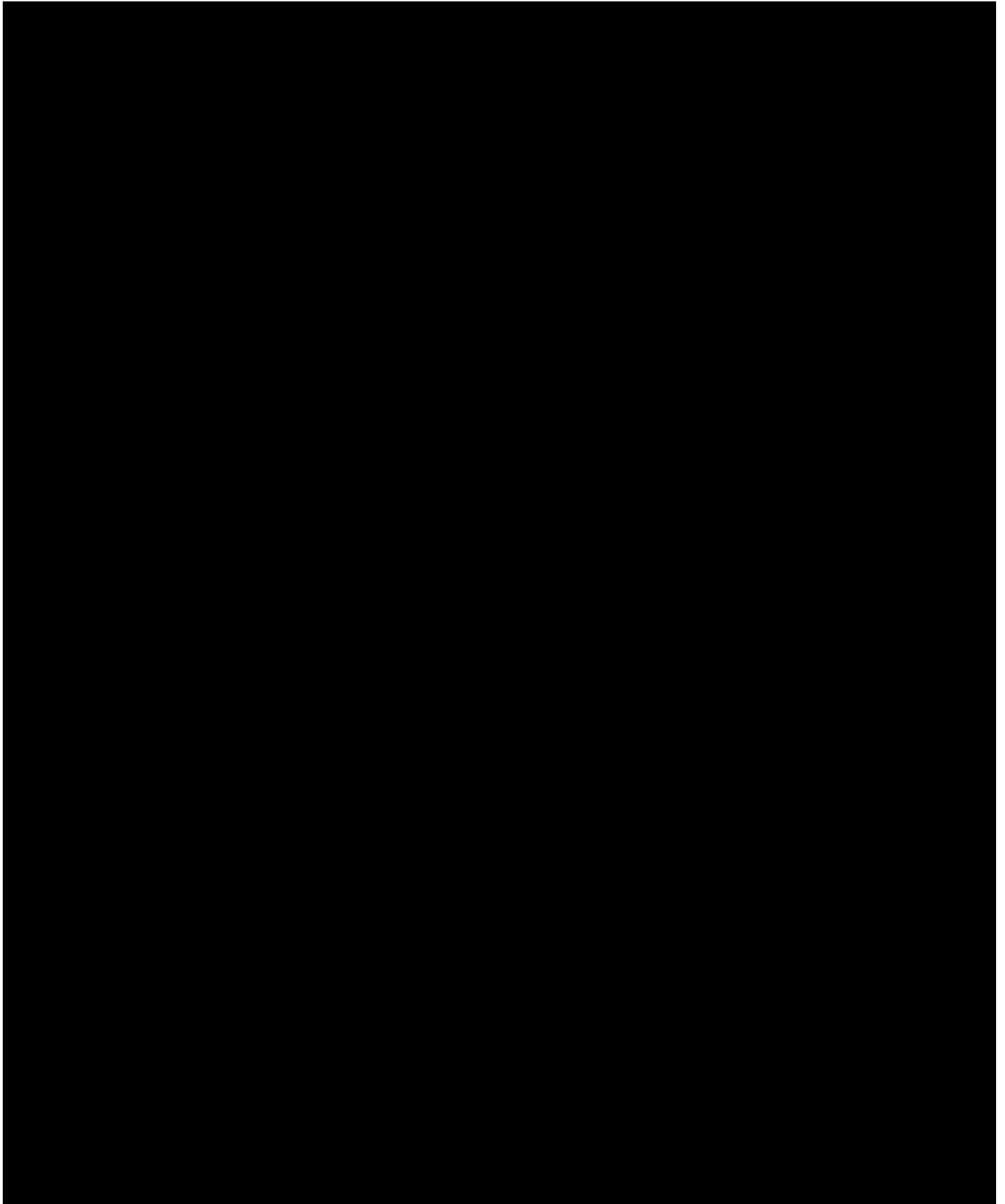


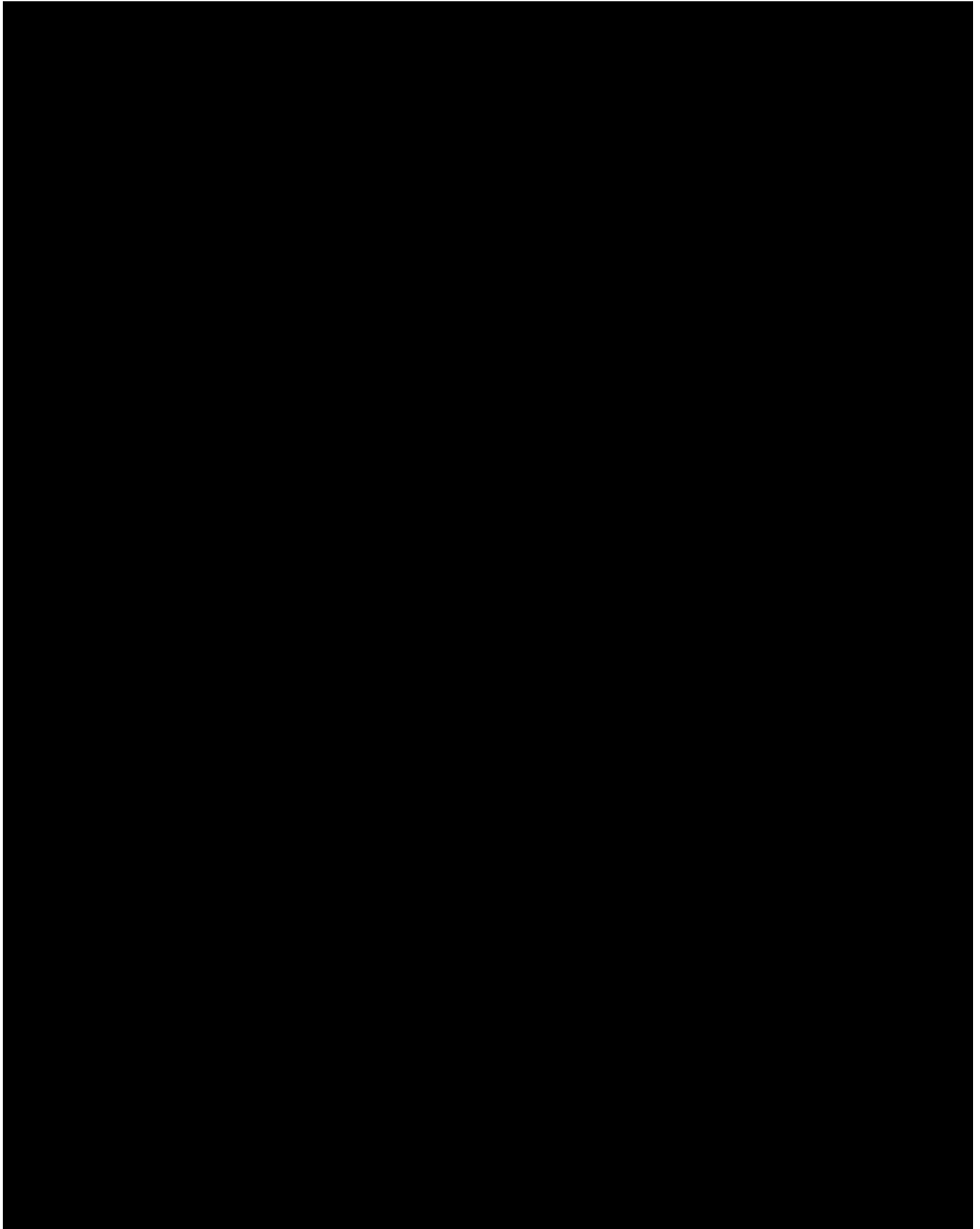


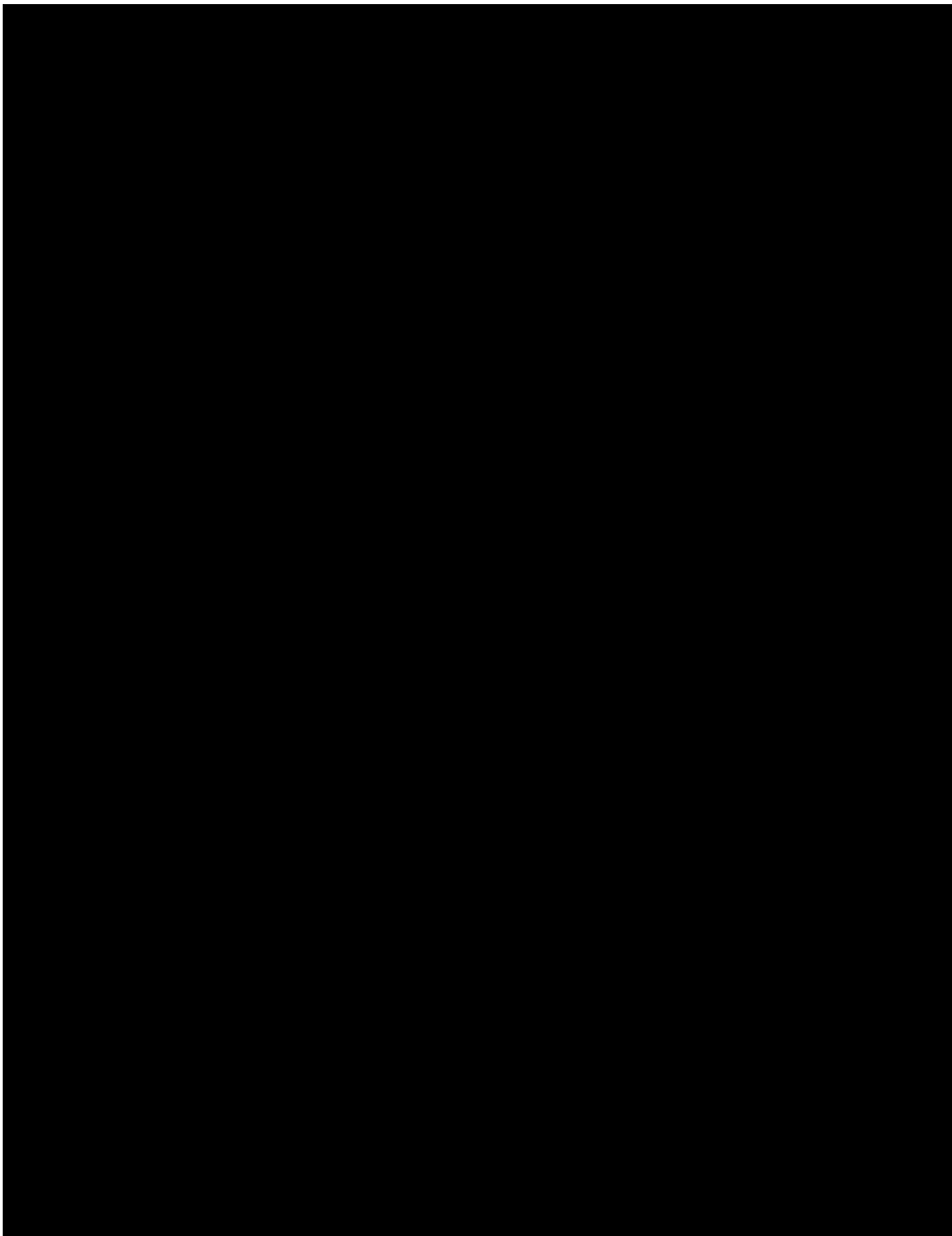


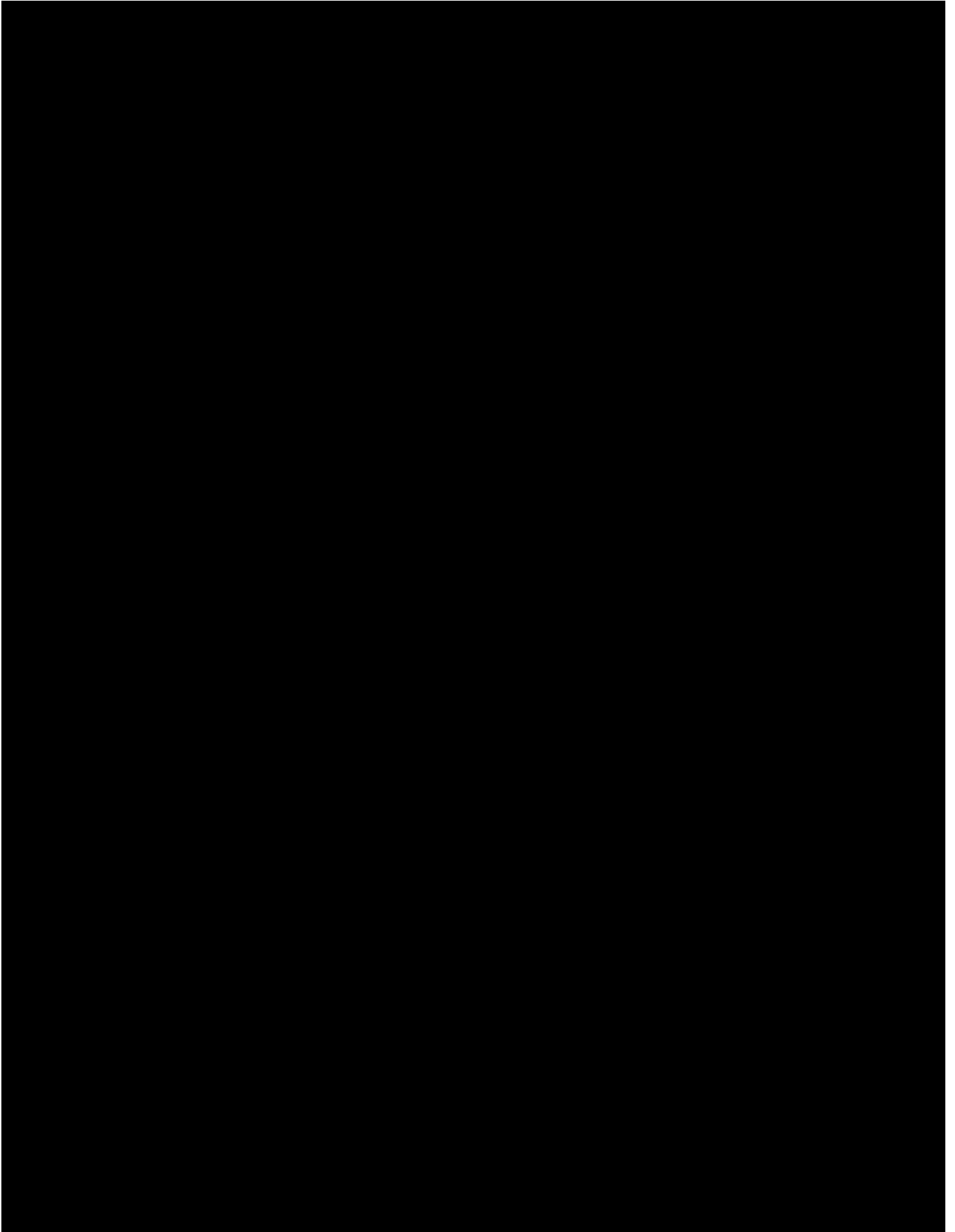


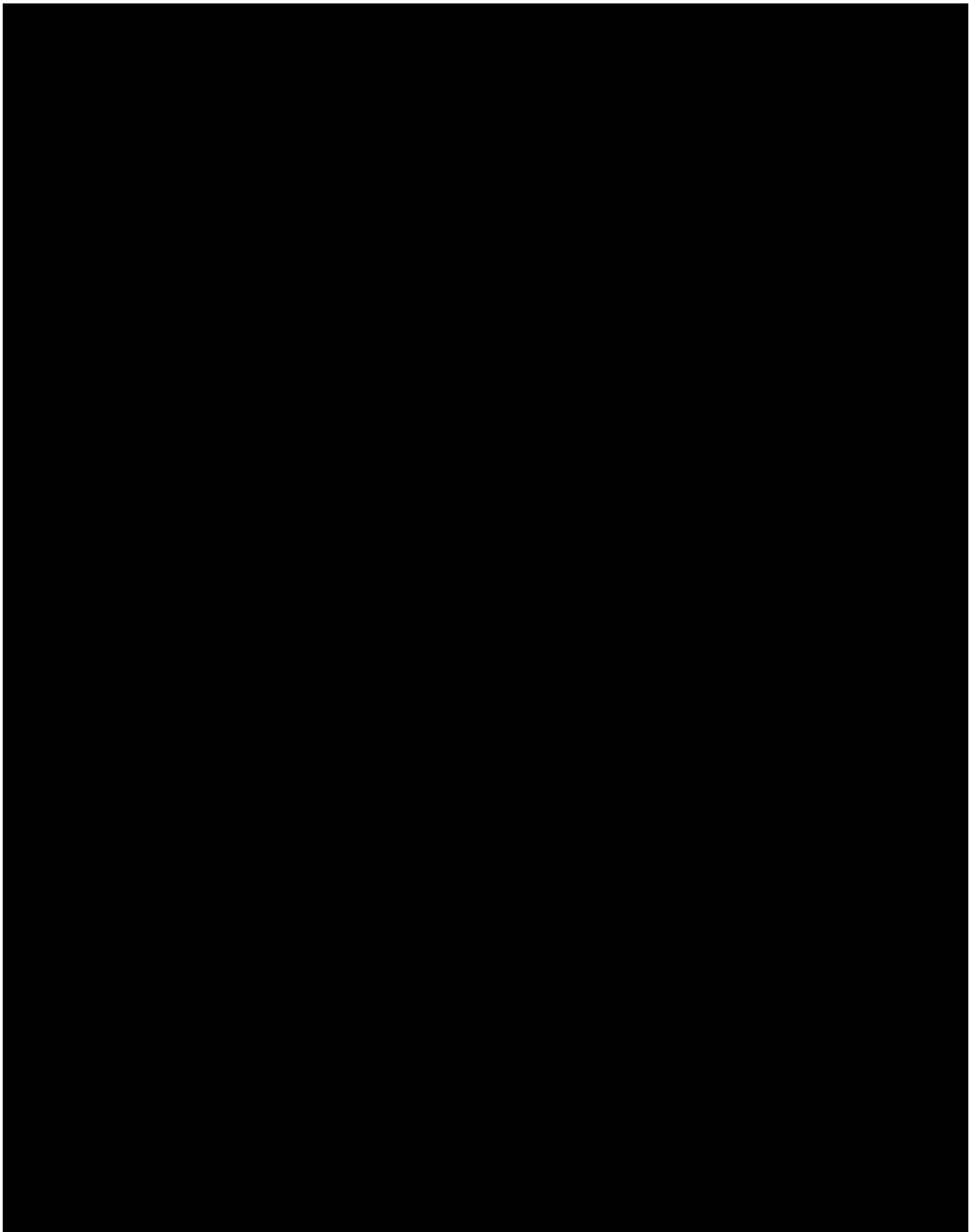


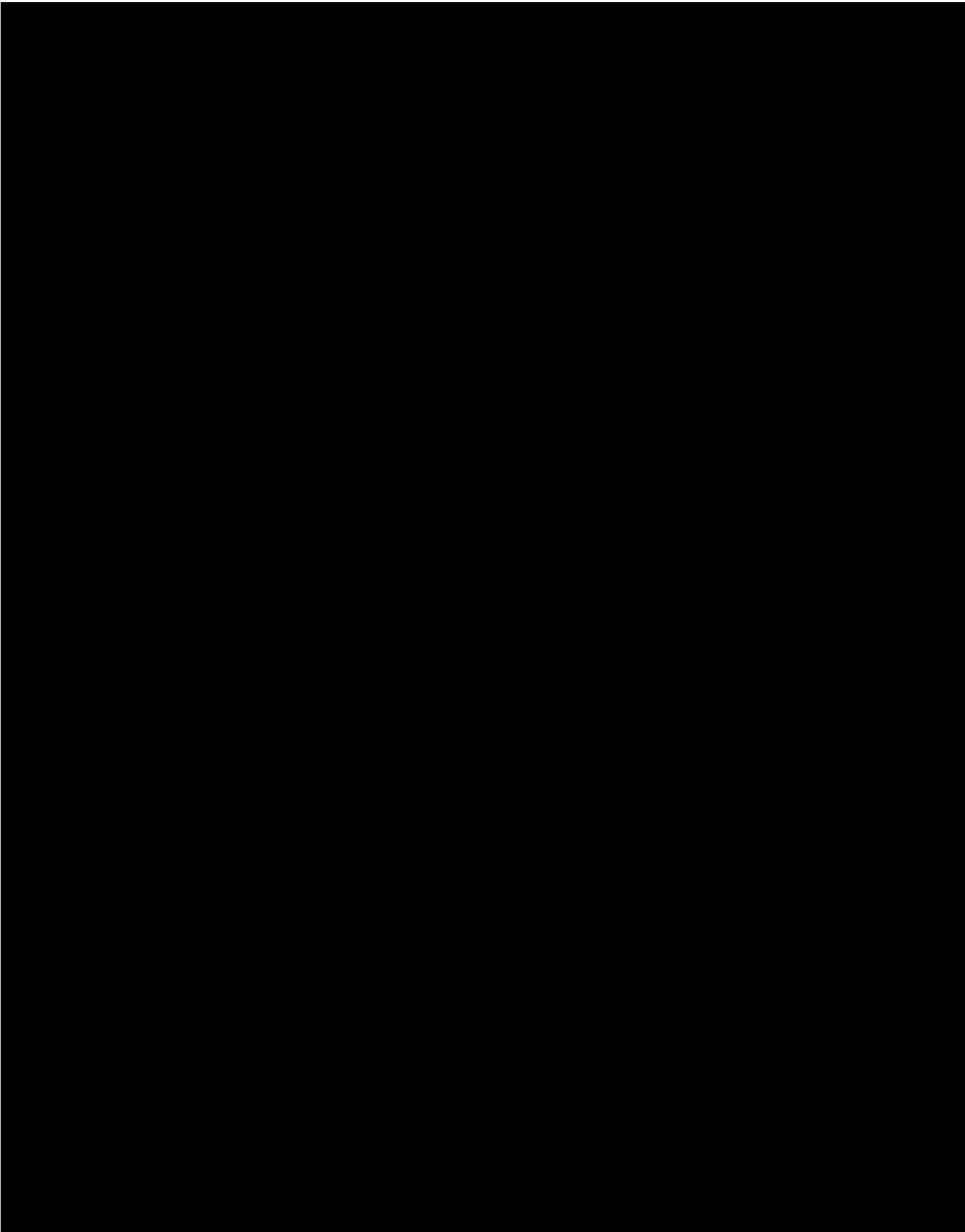


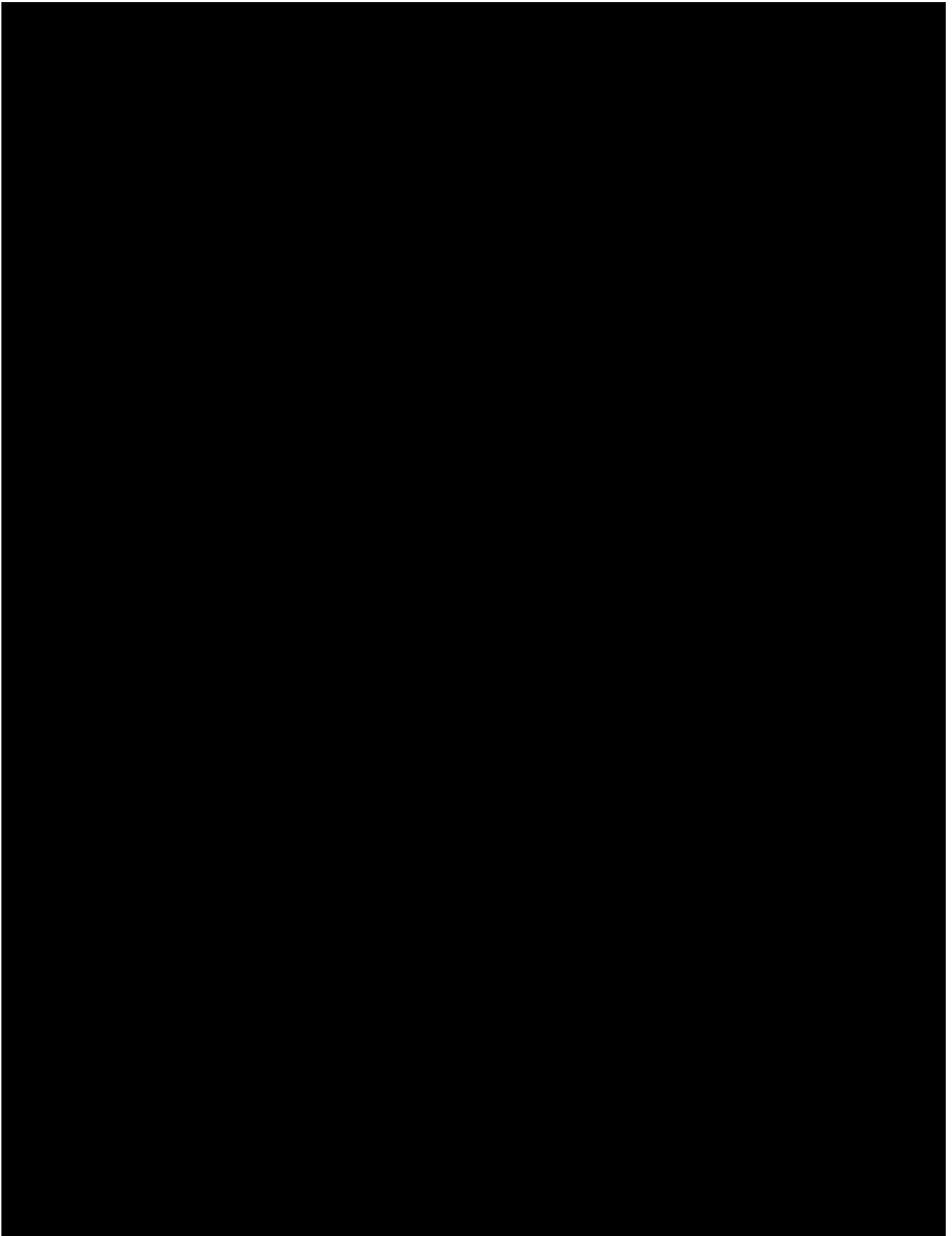




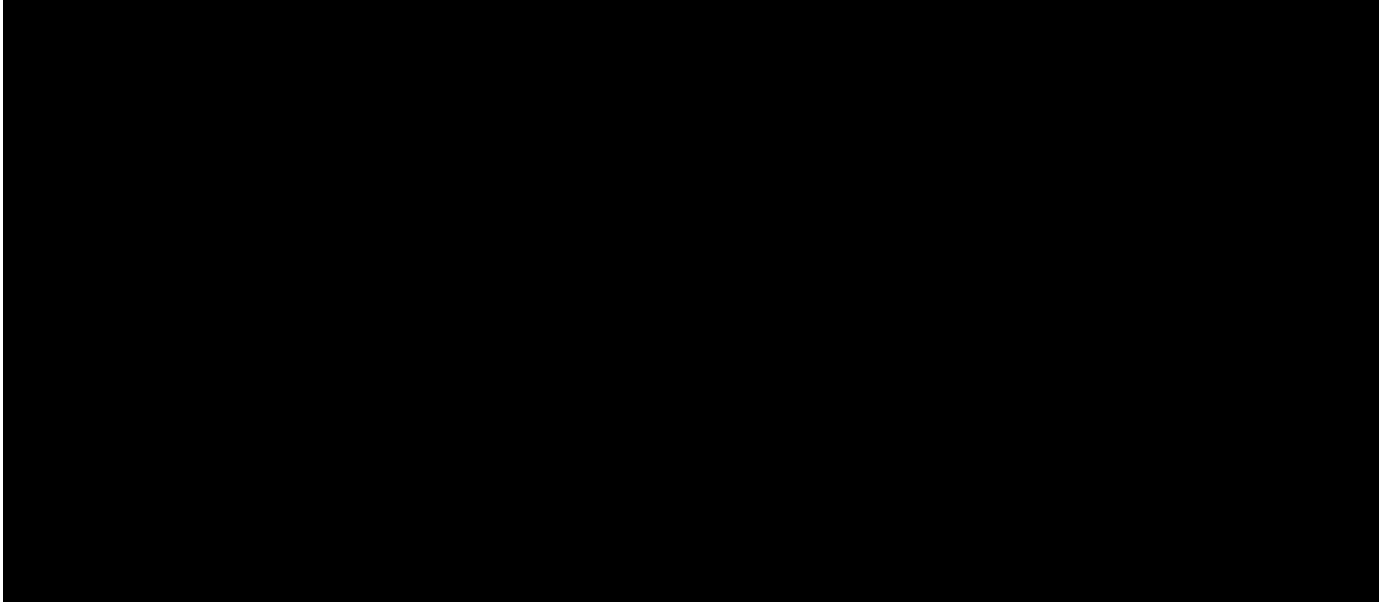








Section 13.11: An insurance plan, including declarations pages and letters of intent, if any, from an A-rated insurer as to, at a minimum, casualty, workers' compensation, liability, and (as applicable) auto or fleet policy.





LYON FRY CADDEN

INSURANCE

A Higginbotham Partner

P.O. Box 160927 • Mobile, AL 36616
3212 Midtown Park South 36606

tel 251.473.4600 • fax 251.450.0032
lyonfrycadden.com • higginbotham.com

November 29, 2022

State of Alabama
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

RE: Integrated Facility Insurance Requirements

To Whom It May Concern:

Our agency handles the insurance for Flowerwood Nursery, an owner (through its primary principal) and guarantor of Flowerwood Medical Cannabis, LLC. Please allow this letter to serve as confirmation that our agency has reviewed the insurance requirements for an Integrated Facility license.

Should Flowerwood Medical Cannabis, LLC be awarded a license to engage in the business of an Integrated Facility our agency stands ready to issue insurance coverage that meet the requirements set forth in Ala. Code 20-2A-53(a)(2), including, but not limited to, liability and casualty insurance in the amount of \$2,000,000. Included with this letter is a Certificate of Liability Insurance summarizing the coverage to be provided.

Flowerwood Nursery enjoys an excellent reputation in the nursery industry and is a valued client of our agency. We look forward to adding Flowerwood Medical Cannabis, LLC to our portfolio as well. Please feel free to contact me if there are any further questions.

Sincerely,

O. McCrary Otts, IV, CIC, CRM
Managing Director

**CERTIFICATE OF LIABILITY INSURANCE**

REDACTED COPY

License Type: Integrated Facility (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Florists' Mutual Insurance Company	
	NAIC # 13978	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	To Be Determined			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property Insurance including Cannabis			To Be Determined			Per insured values at the time of license application approval

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

Cannabis operations in accordance with Missouri state law

CERTIFICATE HOLDER**CANCELLATION**

Alabama Medical Cannabis Commission
 P.O. Box 309585
 Montgomery AL 36130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit 14 – Evidence of Business Relationship with Other Licensees and Prospective Licensees

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 14 – Evidence of Business Relationship with Other Prospective Licensees

Applicant must provide copies of all contracts, contingent contracts, memoranda of understanding (or, if none of the foregoing are available, exemplars) between themselves and:

Section 14.1: Any Cultivator or prospective Cultivator.

Please see memoranda of understanding with Greenway Botanicals LLC and Pure by Sirmon Farms LLC attached below at pages 5-6 and 19-21.

Section 14.2: Any Processor or prospective Processor.

Please see memorandum of understanding with Organic Harvest Lab, LLC attached below at page 18.

Section 14.3: Any Secure Transporter or prospective Secure Transporter.

None at this time.

Section 14.4: Any Dispensary or prospective Dispensary.

Please see memoranda of understanding with GP6 Wellness, LLC and Fleur De Vie Wellness, Inc. attached below at pages 3 and 13-17.

Section 14.5: Any Integrated Facility or prospective Integrated Facility.

Please see memoranda of understanding with Wagon Trail Med-Serv, LLC and Alacann, LLC attached below at pages 4 and 8-12.

Section 14.6: Any State Testing Laboratory or prospective State Testing Laboratory.

Please see memorandum of understanding with Certus Laboratories Alabama attached below at page 7.

Summary Statement:

Flowerwood Medical Cannabis, LLC is applying for an Integrated Facility License. If awarded a license, we would be authorized to operate as a vertically integrated company, meaning that we could cultivate, process, dispense, and transport cannabis and medical cannabis products. The AMCC will only award five such licenses and it is our strong belief that Integrated Facility licensees will be (and should be) counted on to help ensure that the medical cannabis program in Alabama is a success. This means growing and processing high quality, safe, and effective products for Alabama qualified patients and caregivers that can be purchased at licensed dispensing sites at a cost that is affordable for all. Despite the vertical nature of our operation that would allow us to supply our own dispensaries, we

understand that the ultimate success of the program requires all licensees to be successful. This is what is best for Alabama qualified patients not only because it would maximize patient access but also because it would ensure the widest array of medically effective authorized medical cannabis products for each of the qualified medical conditions.

To this end, if awarded a license, we intend to cultivate cannabis and process medical cannabis products not just for ourselves but for as many additional licensees as our operations will allow. This includes supplying other dispensing sites with the full range of our proposed medical cannabis products. To date we have entered into eight memoranda of understanding with other prospective licensees covering all available license types. Below is a table indicating the entity name of the prospective licensee and the prospective license type. All memoranda of understanding are attached hereto. We continue to reach out to additional prospective licensees to secure and execute additional memoranda of understanding. We are also actively engaged in the contract negotiation and drafting phase with these prospective licensees with the idea that our potential partnerships could hit the ground running once the program becomes operational. While these contracts/supply agreements are not yet finalized, please also find attached sample supply agreement contracts for the supply of cannabis to prospective processors and for the supply of medical cannabis products to prospective dispensaries.

MEMORANDUM OF UNDERSTANDING

PARTIES

This Memorandum of Understanding (the "MOU") is made on December ^{5th}, 2022, by and between GP6 Wellness, LLC and Flowerwood Medical Cannabis, LLC (hereinafter the "Parties").

PURPOSE

The purpose of this MOU is to provide the framework for any future binding contract regarding the purchase and sale of products between the Parties. This MOU is not intended to be, nor should it be construed as a legal, binding contract. The intention of both Parties being that no contract shall arise until such time as a formal and definitive Agreement ("Agreement"), which incorporates the substantive provisions of this MOU, has been completed, executed, and delivered.

DESCRIPTION OF RELATIONSHIP

It is both Parties understanding that Flowerwood Medical Cannabis, LLC will be applying for an Integrated License with the Alabama Medical Cannabis Commission (AMCC) and GP6 Wellness, LLC will be applying for a Dispensary License with the AMCC. Accordingly, should both Parties be awarded a license by the AMCC, it is mutually agreed upon and understood by and among the Parties that:

1. Flowerwood Medical Cannabis, LLC agrees to sell products it produces, in accordance with AMCC regulations, to GP6 Wellness, LLC to be sold through any of its licensed dispensaries;
2. GP6 Wellness, LLC agrees to purchase, in accordance with AMCC regulations, products by Flowerwood Medical Cannabis, LLC; and
3. Sales transactions and/or transport of products between the Parties will not begin until both Parties are approved and granted licenses by the AMCC to commence operations and will comply with all regulations and processes required by the State of Alabama and the AMCC.

TERM AND TERMINATION

The understandings and agreements outlined in this MOU shall subsist until such time as a formal agreement is completed by both Parties, or until either Party is informed by the AMCC that they have not been awarded a license by the AMCC.

This MOU will terminate in the event that the parties fail to reach an agreement in regards to the terms of an Agreement within sixty (60) days after the AMCC grants a license to both parties.

ACKNOWLEDGMENT OF TERMS

I acknowledge and agree to the terms set forth above.

Mayan Patel

Mayan Patel
Manager
GP6 Wellness, LLC
GP6Wellness@gmail.com
334-419-6178



Ellis Ollinger
Chief Executive Officer,
Flowerwood Medical Cannabis, LLC
ollinger@flowerwood.com
251-583-3601

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made on this the 19th day of December, 2022, by and between Flowerwood Medical Cannabis, LLC and Alacann, LLC (the "Parties")

Purpose

The purpose of this MOU is to provide a framework for any future binding contract regarding the sale and purchase of products between the Parties. This MOU is not intended to be, nor shall it be construed as a binding or enforceable agreement. The intention of both Parties being that no contract shall arise until such time as a formal and definitive Agreement ("Definitive Agreement") has been executed.


Description of Relationship

It is the Parties' understanding that the other party has submitted or intends to submit an application for an integrated facility license with the Alabama Medical Cannabis Commission. In the event that both Parties are awarded a license by the Medical Cannabis Commission, it is mutually agreed and understood by the Parties as follows:

1. The Parties agree to work together to assist the State of Alabama and the Medical Cannabis Commission fully realize the goals of the Darren Wesley "Ato" Hall Compassion Act by taking actions necessary to serve qualifying Alabama residents with high quality and safe medical cannabis products consistent with the Act.
2. In order to fulfill the goals of the Act and subject to the terms of any Definitive Agreement, the Parties agree to sell and/or purchase products to the other party that, in their sole and absolute discretion, deems necessary and/or appropriate.
3. The terms of this MOU are conditioned upon the award of an integrated facility license to both Parties.
4. This MOU will terminate in the event that the parties fail to reach an agreement regarding the terms of a Definitive Agreement within sixty (60) days after the AMCC grants a license to both parties.

The Parties agree to the terms set forth hereinabove.

ALACANN, LLC



By: E. Bryan Nichols
Its: Authorized Representative

FLOWERWOOD MEDICAL CANNABIS,
LLC



By: Kevin Northrop
Its: Authorized Representative

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is made on this 23rd day of December, 2022, by and between Flowerwood Medical Cannabis, LLC and Pure by Sirmon Farms LLC (the “Parties”).

Purpose

The purpose of this MOU is to provide a framework for any future binding contract regarding the sale and purchase of products between the Parties. This MOU is not intended to be, nor shall it be construed as a binding or enforceable agreement. The intention of both Parties being that no contract shall arise until such time as a formal and definitive Agreement (“Definitive Agreement”) has been executed.

Description of Relationship

It is the Parties’ understanding that the other party has submitted or intends to submit an application for an integrated facility license with the Alabama Medical Cannabis Commission. In the event that both Parties are awarded a license by the Medical Cannabis Commission, it is mutually agreed and understood by the Parties as follows:

1. The Parties agree to work together to assist the State of Alabama and the Medical Cannabis Commission fully realize the goals of the Darren Wesley “Ato” Hall Compassion Act by taking actions necessary to serve qualifying Alabama residents with high quality and safe medical cannabis products consistent with the Act.
2. In order to fulfill the goals of the Act and subject to the terms of any Definitive Agreement, the Parties agree to sell and/or purchase products to the other party that, in their sole and absolute discretion, deems necessary and/or appropriate.
3. The terms of this MOU are conditioned upon the award of an integrated facility license to both Parties.
4. This MOU will terminate in the event that the parties fail to reach an agreement regarding the terms of a Definitive Agreement within sixty (60) days after the AMCC grants a license to both parties.

The Parties agree to the terms set forth hereinabove.

PURE BY SIRMON FARMS LLC

FLOWERWOOD MEDICAL CANNABIS,
LLC

Paula Savchenko

By: Paula Savchenko
Its: Authorized Representative

Kevin Northrop

By: Kevin Northrop
Its: Authorized Representative



Flowerwood Medical Cannabis, LLC
15315 Kelly Rd
Loxley, AL 36551
Sent via email to ollinger@flowerwood.com

December 12, 2022

MEMORANDUM OF UNDERSTANDING

Dear Ellis,

Certus Laboratories Alabama (“Applicant”), an Alabama limited liability company applying for a State Testing Laboratory License with the State of Alabama Medical Cannabis Commission (“AMCC”), is pleased to share this Memoranda of Understanding (“MOU”) detailing the proposed terms of a relationship between Certus Laboratories Alabama and Flowerwood Medical Cannabis, LLC.

Certus Laboratories Alabama aims to be a leading State Testing Laboratory with its testing facility in Mobile County. Certus Laboratories Alabama is interested in working with you, provided both companies receive the requisite licenses issued by the AMCC.

Contingent upon licensure by the AMCC, Applicant intends to utilize Flowerwood Medical Cannabis, LLC for the following services:

- perform required official testing on behalf of the AMCC, the results of which shall fulfill the testing requirements for cannabis and medical cannabis under the Act (see 20-2A-51, Code of Alabama 1975 (as amended)) and the Rules and Regulations of State Testing Laboratories for the AMCC.

While this document shall not itself constitute a binding legal agreement, the parties to this MOU will endeavor to finalize and execute a definitive agreement between the parties if Applicant is awarded a State Testing Laboratory license and Flowerwood Medical Cannabis, LLC is awarded an Integrated Facility license. Any agreement between the parties as described herein will be subject to and conditioned upon the execution of a formal written agreement. *The MOU will terminate in the event that the parties fail to reach an agreement on the terms of an Agreement within 60 days after the AMCC grants a license to both parties.*

We look forward to working with you.

Sincerely,
A handwritten signature in black ink that reads "Amber Miller-Walker".

Amber Miller-Walker, Owner
Certus Laboratories Alabama

MEMORANDUM OF UNDERSTAND

December 22, 2022

Flowerwood Medical Cannabis, LLC.
Attn: Ellis Ollinger
15315 Kelly Rd.
Loxley, AL 36551

Re: *Alabama Medical Cannabis – Letter of Intent*

Dear Ellis Ollinger:

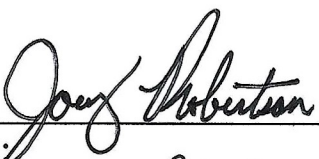


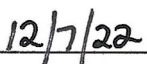
This Memorandum of Understanding (“MOU”) sets out the principal terms of a more definitive agreement to be entered into between Flowerwood Medical Cannabis, LLC, an Alabama limited liability company (the “Purchaser”) and Wagon Trail Med-Serv, LLC, (the “Provider”). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) set forth in Exhibit 1 is referred to as the “Transaction” and the Purchaser and Provider are referred to collectively as the “Parties” and each, individually, as a “Party.”

1. **Non-Binding.** This MOU does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this section regarding entry into negotiations, this MOU is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities and escrow arrangements and in form and substance satisfactory to Purchaser and the Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this MOU by the Provider, the Parties shall enter into negotiations.

2. **Supply of Product.** It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell the product set forth in the Exhibit 1 at a mutually agreed upon price set forth in the definitive agreement.
3. **Term and Termination.** This MOU will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the Definitive Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller, (iii) the AMCC does not grant either one of the Parties a license, or (iv) in the event that the parties fail to reach an agreement on the terms of a Definitive Agreement within 60 days after the AMCC grants a license to both parties. Notwithstanding anything in the previous sentence, Section 4, Section 5, and Section 6 shall survive the termination of this MOU and the termination of this MOU shall not affect any rights a Party has with respect to the breach of this MOU by the other Party prior to such termination.
4. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
5. **Confidentiality.** This MOU is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.
6. **Expenses.** Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this MOU and any subsequent definitive agreement.

7. **Miscellaneous.** Neither this MOU nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this MOU have been inserted for reference only and shall not be deemed to be a part of this MOU.

Very truly yours,

By: 
Name: _____

Title: _____

Date: _____


Agreed to and accepted:

[FLOWERWOOD MEDICAL
CANNABIS, LLC]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
TERMS

Fleur De Vie Wellness, Inc.
zach@fleurdeviewellness.com
1059 Dauphin St. Mobile AL 36604

November 29, 2022

Sent Via Email

Flowerwood Medical Cannabis, LLC
ollinger@flowerwood.com
15315 Kelly Rd, Loxley, AL 36551

Re: Memorandum of Understanding for Supply to Dispensing Sites

This Memorandum of Understanding (“**MOU**”) sets out the principal terms of a potential business relationship wherein Fleur De Vie Wellness, Inc. (“**Buyer**”) would purchase Goods (as defined in Section 2) from Flowerwood Medical Cannabis, LLC (“**Seller**”) to sell in dispensing sites operated by the Buyer. The possible sale of Goods is referred to as the “**Transaction**” and Buyer and Seller are referred to collectively as the “**Parties**” and each, individually, as a “**Party**.”

1. Non-Binding. Except for the provisions of Section 4, Section 5, Section 6, and Section 7 and the requirement of this paragraph regarding entry into negotiations, this MOU is not binding on the Parties; it is only an expression of basic terms and conditions that the Parties presently intend to incorporate in a formal written agreement that will govern the Transaction (“**Definitive Agreement**”). No binding agreement shall exist with respect to the Transaction unless and until the Definitive Agreement has been duly executed and delivered by both Parties. As soon as practicable following (i) the acceptance and approval of this MOU by the Seller and (ii) grant of a license to both Parties by the Alabama Medical Cannabis Commission (“**AMCC**”) pursuant to Ala. Code 20-2a-1 *et. seq.* and the rules thereunder, the Parties shall enter into negotiations with the objective of

executing the Definitive Agreement. Buyer's counsel shall prepare the initial draft of the Definitive Agreement.

2. Purchase and Sale. It is the present intention of the Parties that, upon execution of the Definitive Agreement, Buyer would purchase and Seller would sell the goods set out in the attached **Exhibit A ("Goods")**, on the terms set out therein. The Definitive Agreement shall contain such covenants, conditions, indemnities, representations, and warranties as the Parties shall mutually agree.

3. Term and Termination. This MOU will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the Definitive Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller, (iii) the AMCC does not grant either one of the Parties a license, or (iv) in the event that the parties fail to reach an agreement on the terms of a Definitive Agreement within 60 days after the AMCC grants a license to both parties. Notwithstanding anything in the previous sentence, Section 4, Section 5, and Section 6 shall survive the termination of this MOU and the termination of this MOU shall not affect any rights a Party has with respect to the breach of this MOU by the other Party prior to such termination.

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

5. Confidentiality. This MOU, the matters discussed herein and information provided by one Party to the other in connection herewith (collectively, "**Information**") are confidential and shall not be disclosed by the receiving Party without the written consent of the other, except to the extent that disclosure is required by law or as part of each Party's application submission for a license to the AMCC. When disclosure is required,

the Party making the disclosure shall provide notice of the intended disclosure to the other Party and shall take all reasonable steps to limit the extent of the disclosure to the minimum required to comply with its legal obligations.

Neither Party shall have any obligation with respect to any Information that is or becomes publicly available without fault of the Party receiving the Information.

6. No Third-Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.

7. Expenses. Each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of the Definitive Agreement or incurred in connection with the transactions contemplated by this MOU, including, but not limited to, fees of their respective counsel, accountants, and other advisors or consultants.

8. Miscellaneous. Neither this MOU nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this MOU have been inserted for reference only and shall not be deemed to be a part of this MOU.

[SIGNATURE PAGE FOLLOWS]

If you are in agreement with the terms set forth above and wish to proceed with negotiating a Definitive Agreement for the proposed Transaction on that basis, please sign this MOU.

Very truly yours,

Fleur De Vie Wellness, Inc.

DocuSigned by:
By: *Zachary Schriener Huey*
745F91F9009047D...

Name: Zach Huey

Title: Secretary and CLO

Agreed to and accepted:

Flowerwood Medical Cannabis, LLC

DocuSigned by:
By: *Ellis Ollinger*
D0121F01C5EC4D6...

Name: Ellis Ollinger

Title: CEO

EXHIBIT A

Goods:	Medical Cannabis as defined in Ala. Code 20-2a-3
Requirements Contract:	Seller shall meet Buyer requirements for the Goods for each dispensing site. Notwithstanding the foregoing, the Buyer may purchase specific Goods from other sellers if the Seller cannot provide such Good.
Most Favored Nation:	In the interest of ensuring the lowest possible price for the patients, Seller shall not at any time sell the same Goods to a different buyer at prices below those stated in the Definitive Agreement. If Seller charges a different buyer a lower price for these Goods Seller must immediately apply the lower price for the Goods under the Definitive Agreement. If Seller fails to meet the lower price, Buyer, at its option, may terminate the order without liability pursuant to the Definitive Agreement termination provision.
Shipping:	At Buyer's cost, the Seller shall be responsible for the transportation of the Goods to the Buyer dispensing sites. All Goods are shipped FOB Buyer dispensing site.
Contamination and Recall:	The Parties shall ensure prompt notification of an adverse event. If a Party initiates a recall, the other party shall provide all reasonable and prompt assistance to complete the recall.
Compliance:	Each Party shall at all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to the Definitive Agreement and its performance hereunder, other than Federal cannabis laws. Without limiting the generality of the foregoing, each Party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits (including all cannabis licenses) necessary to conduct its business relating to the exercise of its rights and the performance of its obligations under the Definitive Agreement.

MEMORANDUM OF UNDERSTANDING

PARTIES

This Memorandum of Understanding (the "MOU") is made on December 2, 2022, by and between Organic Harvest Lab, LLC and Flowerwood Medical Cannabis, LLC (hereinafter the "Parties").

PURPOSE

The purpose of this MOU is to provide the framework for any future binding contract regarding the purchase and sale of products between the Parties. This MOU is not intended to be, nor should it be construed as a legal, binding contract. The intention of both Parties being that no contract shall arise until such time as a formal and definitive Agreement ("Agreement"), which incorporates the substantive provisions of this MOU, has been completed, executed, and delivered.

DESCRIPTION OF RELATIONSHIP

It is both Parties understanding that Organic Harvest Lab, LLC will be applying for a Processor License with the Alabama Medical Cannabis Commission (AMCC) and Flowerwood Medical Cannabis, LLC will be applying for an Integrated License with the AMCC. Accordingly, should both Parties be awarded a license by the AMCC, it is mutually agreed upon and understood by and among the Parties that:

1. Organic Harvest Lab, LLC agrees to sell products it produces, in accordance with AMCC regulations, to Flowerwood Medical Cannabis, LLC to be sold through any of its licensed dispensaries;
2. Flowerwood Medical Cannabis, LLC agrees to purchase, in accordance with AMCC regulations, products produced and sold by Organic Harvest Lab, LLC to be sold through its licensed dispensaries; and
3. Sales transactions and/or transport of products between the Parties will not begin until both Parties are approved and granted licenses by the AMCC to commence operations and will comply with all regulations and processes required by the State of Alabama and the AMCC.

TERM AND TERMINATION

The understandings and agreements outlined in this MOU shall subsist until such time as a formal agreement is completed by both Parties, or until either Party is informed by the AMCC that they have not been awarded a license by the AMCC.

The MOU will terminate in the event that the parties fail to reach an agreement on the terms of an Agreement within 60 days after the AMCC grants a license to both parties.

ACKNOWLEDGMENT OF TERMS

I acknowledge and agree to the terms set forth above.



Ellis Ollinger
CEO of Flowerwood Medical Cannabis, LLC
ollinger@flowerwood.com
251-583-3601



Jason Cobb
Executive Officer, Organic Harvest Lab, LLC
organicharvestlab@gmail.com
205-617-8000

MEMORANDUM OF UNDERSTAND

December 22, 2022

Flowerwood Medical Cannabis, LLC.
Attn: Ellis Ollinger
15315 Kelly Rd.
Loxley, AL 36551

Re: *Alabama Medical Cannabis – Letter of Intent*

Dear Ellis Ollinger:

This Memorandum of Understanding (“MOU”) sets out the principal terms of a more definitive agreement to be entered into between Flowerwood Medical Cannabis, LLC, an Alabama limited liability company (the “Purchaser”) and Greenway Botanicals LLC (the “Provider”). The agreement wherein Provider will supply, and Purchaser will purchase, the product(s) set forth in Exhibit 1 is referred to as the “Transaction” and the Purchaser and Provider are referred to collectively as the “Parties” and each, individually, as a “Party.”

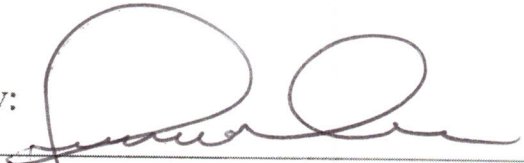
1. **Non-Binding**. This MOU does not constitute a binding commitment of any nature (including any obligation to continue discussions regarding the Transaction) by any party, except for the provisions of Sections 4-7 and the requirement of this section regarding entry into negotiations, this MOU is not binding on the Parties. Any transaction is subject to the completion of satisfactory due diligence by Purchaser, the continued accuracy of the assumptions contained herein and the negotiation and execution of one or more definitive agreements containing customary representations, warranties, indemnities and escrow arrangements and in form and substance satisfactory to Purchaser and the Company. A binding commitment with respect to the Transaction will only arise following execution and delivery of such definitive agreements which will contain additional terms and conditions. No binding agreement shall exist with respect to the Transaction unless and until a definitive agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this MOU by the Provider, the Parties shall enter into negotiations.

2. **Supply of Product.** It is the present intention of the Parties that, upon execution of a definitive agreement, Purchaser will purchase and Provider will sell the product set forth in the Exhibit 1 at a mutually agreed upon price set forth in the definitive agreement.
3. **Term and Termination.** This MOU will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the Definitive Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller, (iii) the AMCC does not grant either one of the Parties a license, or (iv) in the event that the parties fail to reach an agreement on the terms of a Definitive Agreement within 60 days after the AMCC grants a license to both parties. Notwithstanding anything in the previous sentence, Section 4, Section 5, and Section 6 shall survive the termination of this MOU and the termination of this MOU shall not affect any rights a Party has with respect to the breach of this MOU by the other Party prior to such termination.
4. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Alabama.
5. **Confidentiality.** This MOU is confidential and premised on the mutual understanding that neither party shall disclose (except to its representatives, agents, and/or financing partners) the existence of this letter, the discussions between the parties or any of the terms and conditions contained herein without the prior written consent of the other party.
6. **Expenses.** Unless otherwise set forth in a written agreement between the Parties or their counsel, each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of this MOU and any subsequent definitive agreement.

7. **Miscellaneous.** Neither this MOU nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this MOU have been inserted for reference only and shall not be deemed to be a part of this MOU.

Very truly yours,

GREENWAY BOTANICALS LLC

By: 

Name: Jon Hegeman

Title: President

Date: 12/05/22

Agreed to and accepted:

**[FLOWERWOOD MEDICAL
CANNABIS, LLC]**

By: 

Name: Ellis V. Ollingrath

Title: CEO

Date: 12/05/22

Exhibit 15 – Coordination of Information from Registered Certifying Physicians

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 15 – Coordination of Information from Registered Certifying Physicians

The Applicant must provide a plan for receiving and coordinating information and certifications from registered certifying physicians recommending medical cannabis products for patient and caregiver customers.

As an Integrated Facility applicant who intends to operate five dispensing sites in Alabama, we have developed a robust plan for receiving and coordinating information and certifications from registered certifying physicians recommending medical cannabis products to our patient and caregiver customers. Importantly, this plan is based on the experience of a number of our principals operating medical cannabis dispensaries in Missouri and has the benefit of a proven track record of not only ensuring that **only** qualified patients and caregivers are able to purchase medical cannabis, but that those purchases strictly follow the recommendations related to form and dosage provided by their certifying physicians. This plan also recognizes that dispensing site employees are a key component: 1) in tracking cannabis sales to qualified patients and caregivers by accurately recording those sales in our third-party electronic tracking system and/or the Statewide Seed-to-Sale Tracking System; and 2) in sharing information with certifying physicians through the Patient Registry, like a patient’s adverse reaction to a particular medical cannabis product, so that those physicians can continue to provide the best possible care to their patients. A summary of our plan for receiving and coordinating this information, and our standard operating procedures related to the same, is included below:

Fully Compliant Electronic Tracking System: As required by §20-2A-60, we will adopt a third-party inventory control and tracking system (“Electronic Tracking System” or “ETS”) that is capable of interfacing with, including entering and accessing information in, the Statewide Seed-to-Sale Tracking System (i.e., METRC). This third-party inventory control and tracking system will have all of the capabilities necessary for our Company to comply with the requirements of an integrated facility license, including, but not limited to, allowing our dispensary employees to track patient and caregiver purchase totals, report and track adverse patient responses or dose-related efficacy issues, report and track all sales and refunds (including the date, time, amount, and price of each sale) (§20-2A-54(b)(1)), and provide information to cross-check that product sales are made to a

registered qualifying patient or a registered caregiver on behalf of such a patient. §20-2A-60.

Our Company has experience using multiple such systems in medical cannabis programs in Missouri and elsewhere, including Treez and BioTrack THC, and is well-versed in the functionality of these programs and how they interface with METRC.

Checking/Confirming Qualified Purchaser Status: We will have multiple controls in place to make sure that, as required by 538-x-2-.07-1, only patients or caregivers with a valid and active medical cannabis card demonstrating certification by a registered certifying physician are able to access and make purchases of medical cannabis at our dispensing sites. This includes requiring at both entry into our dispensing site and again before the purchase of medical cannabis, that patients or caregivers provide their medical cannabis card and one additional unexpired form of government issued photo identification (Alabama Driver's License, ID issued by ALEA, passport, or other ID approved by the Commission) proving their identity as a qualifying patient or caregiver. 538-x-2-.07-4. It will also include making sure that the identification number on the medical cannabis card presented to our dispensary agent is identical to the identification number included in the patient or caregiver's profile in the Patient Registry. 538-x-2-.07-6.

Reviewing Information in the Patient Registry: Our standard operating procedures for receiving and coordinating information and certifications from registered certifying physicians requires that one of our Certified Dispensers review information in the Patient Registry with our patients and caregivers during all new patient consultations as well as prior to each and every purchase of medical cannabis at one of our dispensing sites.

New Patient Consultation: Each new patient or caregiver will, upon their first visit to one of our dispensing sites, meet with a Certified Dispenser as a part of the new patient consultation process. At this consultation, the patient and/or caregiver will be required to complete a New Patient Form and Agreement, which will include name, address, emergency contact information, authorization to contact the recommending physician, and their preferred method of contact in case of a product recall. We understand that new patients will be entering the medical cannabis market and treating their qualifying conditions with medical cannabis products for the first time. For that reason, each of our

dispensing sites will have a dedicated enclosed Patient Consultation Room to ensure patient privacy.

Importantly, during the initial consultation, the Certified Dispenser will review the patient's records in the Patient Registry with the patient. This will include confirming information like name, date of birth, home address, name and contact information of the certifying physician, and medical cannabis card identification number. It will also include reviewing information in the Patient Registry related to the patient's qualifying condition(s), recommended daily dosage, and the types or forms of medical cannabis recommended by the certifying physician for the treatment of the patient's condition(s). The purpose of this review is to make sure that the patient understands what forms of medical cannabis and in what dosage they are authorized to purchase at the dispensing site.

Pursuant to 538-x-8-.03-7, while the Certified Dispenser may, at the request of the patient or caregiver, provide instructions on the proper administration of medical cannabis, education regarding potential side effects, potential drug interactions, or other aspect of medical cannabis, he/she is prohibited from and will not under any circumstance offer advice regarding the safety or effectiveness of medical cannabis, the recommended daily dosage, or type of medical cannabis recommended by the certifying physician, except to direct the patient or caregiver back to the certifying physician to address those questions or provide the requested advice. If a patient does have such questions, our standard operating procedures requires that our Certified Dispenser recommend to the patient that they speak with their physician before going ahead and purchasing any medical cannabis products at our dispensing site. The purpose of this policy is to make sure that patients are fully informed about all aspects of their condition and the potential treatment of that condition with medical cannabis prior to purchasing and/or using medical cannabis.

Patients and caregivers will be informed at the new patient consultation that they may request a consultation with the Certified Dispenser in a patient consultation room at any time upon any subsequent visit to one of our dispensing sites. In other words, even after the new patient consultation, any patient who wishes to speak with the Certified Dispenser away from the sales floor for any reason may request such a consultation. Of course, any such interaction is subject to the same informational restrictions as described

above. The Certified Dispenser may provide instructions on proper administration of medical cannabis, potential side effects and drug interactions, but is prohibited from offering advice regarding the safety or effectiveness of medical cannabis, the recommended daily dosage, or type of medical cannabis recommended by the certifying physician.

During any such follow-up consultation with a patient or caregiver, our Certified Dispensers will ask the patient about any issues experienced with the form or dosage of medical cannabis recommended to the patient, including any adverse reactions or dosage-related efficacy issues, and will record that information in the Patient Registry to assist the certifying physician with his/her ongoing care of the patient.

Properly and Accurately Recording All Transactions: Prior to the purchase of medical cannabis, the patient or caregiver must present a valid medical cannabis card and government-issued identification to the dispensary agent who will verify the validity of the card using the Electronic Tracking System. This includes verifying that the card is valid, current, unexpired, and unrevoked (538-x-8-.02-6), as well as that the identification number on the card is identical to the identification number included in the patient or caregiver's profile in the Patient Registry. Once confirmed, the Certified Dispenser, or a dispensary agent acting under the supervision of the Certified Dispenser, will use our ETS to access the Patient Registry and/or the Statewide Seed-to-Sale Tracking System to make sure that the medical cannabis the patient or caregiver wishes to purchase is in accordance with product and dosing instructions provided by the registered certifying physician and that the amount recommended will not exceed the 60-day daily dosage purchasing limit. 538-x-2-.07-5. Here too the Certified Dispenser will ask the patient or caregiver about any previous adverse reactions or dose-related efficacy issues and will record that information in the ETS which will automatically update both the Patient Registry and the Statewide Seed-to-Sale Tracking System.

All sales will occur face-to-face at a point-of-sale terminal, and all sales will be entered into our ETS. At the conclusion of the point-of-sale transaction, our ETS will: 1) update our internal inventory record; 2) send an electronic report updating METRC (the Statewide Seed-to-Sale Tracking System); 3) send a report, in a HIPAA compliant manner, updating the Patient Registry; 4) update our internal patient/caregiver record; save an

electronic report, in a HIPAA compliant manner, using the standard for point-of-sale, real-time transmission of data.

Updating METRC and the Patient Registry: As indicated above, all sales of medical cannabis will be entered into our ETS which will simultaneously send electronic reports updating the Patient Registry and METRC (the Statewide Seed-to-Sale Tracking System). The update will include the following patient-specific information:

The name and medical cannabis card number of the patient;

- a. The name and medical cannabis card number of the caregiver, if applicable;
- b. The name and contact information of the registered certifying physician;
- c. The amount and type of medical cannabis being dispensed;
- d. The physician's dosing comments and maximum daily dosage recommendation; and
- e. The date and time the medical cannabis was dispensed.

This information will also be attached to the package containing the medical cannabis being purchased. 538-x-8-03-6. The Patient Registry will also be updated to include any information provided to the Certified Dispenser by a patient/caregiver related to any adverse reactions or dose-related efficacy issues. The purpose here is to provide certifying physicians with the information necessary to provide the best possible ongoing care to their patients.

Exhibit 16 – Point-of-Sale Responsibilities

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 16 – Point-of-Sale Responsibilities

The Applicant must provide a plan for point-of-sale education, consultation, provision of information, responses to patient and caregiver questions, and instructions for use regarding all medical cannabis products, to be conducted by the certified dispenser at each dispensing site.

As an Integrated Facility applicant who intends to operate five dispensing sites in Alabama, we have developed a comprehensive plan for the point-of-sale consultation and education of patients by our Certified Dispensers, including responding to patient questions and providing instructions for the use of all allowable medical cannabis products. This plan is based on the experience of certain of our principals operating medical cannabis dispensaries in Missouri – dispensaries

Our standard operating procedures for patient consultation and education require that one of our Certified Dispensers review information in the Patient Registry with our patients during all new patient consultations, any subsequent patient consultations, as well as prior to each and every sale of medical cannabis at one of our dispensing sites.

New Patient Consultation: Each new patient will, upon their first visit to one of our dispensing sites, meet with a Certified Dispenser as a part of the new patient consultation process. At this consultation, the patient will be required to complete a New Patient Form and Agreement, which will include name, address, emergency contact information, authorization to contact the recommending physician, and their preferred method of contact in case of a product recall. We understand that new patients will be entering the medical cannabis market and treating their qualifying conditions with medical cannabis products for the first time. For that reason, each of our dispensing sites will have a dedicated enclosed Patient Consultation Room to ensure patient privacy.

Importantly, during the initial consultation, the Certified Dispenser will review the patient's records in the Patient Registry with the patient. This will include confirming information like name, date of birth, home address, name and contact information of the certifying physician, and medical cannabis card identification number. It will also include reviewing information in the Patient Registry related to the patient's qualifying condition(s), recommended daily dosage, and the types or forms of medical cannabis recommended by the certifying physician for the treatment of the patient's condition(s).

The purpose of this review is to make sure that the patient understands what forms of medical cannabis and in what dosage they are authorized to purchase at the dispensing site. During this initial consultation, patients will also receive instructions on the proper administration and/or safe techniques for the use of each medical cannabis product recommended to them (see below for more information on patient education materials available at our dispensing sites for qualifying patients and caregivers). Patients will also receive education materials to help them keep track of their usage history and experience effects. The materials include: 1) a logbook, maintained by the patient or caregiver, which tracks the use and effects of the medical cannabis recommended to them; 2) a rating scale for symptoms associated with the qualifying condition; 3) materials on how to properly self-assess the effectiveness and/or side effects of each product used; and 4) how to report usage and symptoms to their certifying physician. In this way, the patient becomes an active participant in assisting their physician manage their care. As indicated below, we will not use and/or provide patients/caregivers with any educational materials that have not been explicitly approved by the Commission.

Pursuant to 538-x-8-.03-7, our Certified Dispensers may, at the request of the patient or caregiver, provide instructions on the proper administration of medical cannabis, education regarding potential side effects, potential drug interactions, or other aspects of medical cannabis. Importantly, our Certified Dispensers are prohibited from and will not under any circumstance offer advice regarding the safety or effectiveness of medical cannabis, the recommended daily dosage, or type of medical cannabis recommended by the certifying physician, except to direct the patient or caregiver back to the certifying physician to address those questions or provide the requested advice. If a patient does have such questions, our standard operating procedures require that our Certified Dispenser recommend to the patient that they speak with their physician before going ahead and purchasing any medical cannabis products at our dispensing site. The purpose of this policy is to make sure that patients are fully informed about all aspects of their condition and the potential treatment of that condition with medical cannabis prior to purchasing and/or using medical cannabis.

Patients will be informed at the new patient consultation that they may request a consultation with the Certified Dispenser in a patient consultation room at any time upon

any subsequent visit to one of our dispensing sites. In other words, even after the new patient consultation, any patient who wishes to speak with the Certified Dispenser away from the sales floor for any reason may request such a consultation. Of course, any such interaction is subject to the same informational restrictions as described above: the Certified Dispenser may provide instructions on proper administration of medical cannabis and on potential side effects and drug interactions, but is prohibited from offering advice regarding the safety or effectiveness of medical cannabis, the recommended daily dosage, or the type of medical cannabis recommended by the certifying physician.

During any such follow-up consultation, our Certified Dispensers will ask the patient about any issues experienced with the form or dosage of medical cannabis recommended to the patient, including any adverse reactions or dose-related efficacy issues, and will record that information in the Patient Registry to assist the certifying physician with his/her ongoing care of the patient.

Point-of-Sale Consultation: Since most point-of-sale interactions with patients or caregivers will begin with a patient or caregiver interacting with a dispensary agent acting under the supervision of the Certified Dispenser, our dispensary agents are trained that they are strictly prohibited from providing a patient or caregiver with any form of guidance as it pertains to the use of medical cannabis (including instructions on the proper administration of medical cannabis, education regarding potential side effects, potential drug interactions, or other aspects of medical cannabis), and that they are required to direct any such questions to the Certified Dispenser.

Because our Company believes very strongly in patient/caregiver education, dispensary agents will be trained to ask patients and caregivers, prior to the actual sale of any medical cannabis product, whether they have any questions about the proper use of the product they are seeking to purchase or any concerns about potential side effects or interactions with other drugs. If the patient or caregiver has any such questions, our dispensary agents are required to inform the patient or caregiver that a Certified Dispenser will be able to answer their questions, and to immediately seek out a Certified Dispenser for the purpose of doing so. No sale of medical cannabis can occur to the patient or caregiver until this consultation has occurred and the Certified Dispenser has answered the patient or caregiver's questions (with the same informational restrictions as described

above). Of course, any Certified Dispenser who is himself/herself conducting the point-of-sale transaction (i.e., the actual sale of medical cannabis) with the patient or caregiver will also be required to ask whether the patient or caregiver has any questions related to proper use or questions/concerns related to potential side effects or drug interactions.

Of course, prior to any sale of medical cannabis, the Certified Dispenser, or a dispensary agent acting under the supervision of the Certified Dispenser, will use our Electronic Tracking System to access the Patient Registry and the Statewide Seed-to-Sale Tracking System to make sure that the medical cannabis the patient or caregiver wishes to purchase is in accordance with product and dosing instructions provided by the registered certifying physician and that the amount recommended will not exceed the 60-day daily dosage purchasing limit. 538-x-2-.07-5. Dispensary agents will also verify that the patient's medical cannabis card is valid, current, unexpired, and unrevoked (538-x-8-.02-6), as well as that the identification number on the card is identical to the identification number included in the patient or caregiver's profile in the Patient Registry.

Educational Materials for Patients and Caregivers: To further assist in patient education and counseling, our Company has created educational pamphlets for patients and caregivers. Topics covered include qualifying conditions, product types available in Alabama, proper administration instructions by product type, safety (including potential side effects and drug interactions), signs of abuse, and more. These materials are written in plain and understandable language and include contact information for Poison Control. As indicated above, we have also created patient education materials to assist patients keep track of their usage history and experience effects. These materials include: 1) a logbook, maintained by the patient or caregiver, which tracks the use and effects of the medical cannabis recommended to them; 2) a rating scale for symptoms associated with the qualifying condition; 3) materials on how to properly self-assess the effectiveness and/or side effects of each product used; and 4) how to report usage and symptoms to their certifying physician. To be clear, no such materials will be made available to patients in any of our dispensing sites, or anywhere else, in any medium or format, without the prior consent of the Commission.

Exhibit 17 – Confidentiality of Patient Information

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 17 – Confidentiality of Patient Information

The Applicant, with respect to its dispensary operations, must provide a plan pursuant to Rule 538-x-3-.05-3.m.(16)(i) and Rule 538-x-4-.07-12.o.(9), for maintaining confidential information and providing cybersecurity for sensitive information with respect to patients and caregivers, and the Applicant shall include with that plan a set of protocols for maintaining the confidentiality of patient information in accordance with HIPAA arising from or related to the dispensary's access to the Patient Registry and/or from any other source.

As an Integrated Facility applicant who intends to operate five dispensing sites in Alabama, we have developed a robust Confidential Information and Cybersecurity Plan that not only exceeds the requirements of 538-x-3-.05-3.m.(16)(i) and 538-x-4-.07-12.o.(9), but is also fully compliant with the data security and privacy standards required by HIPAA. This Confidential Information and Cybersecurity Plan has been fully implemented by a number of our principals in the medical cannabis dispensaries that they own and operate in Missouri (a state that requires HIPAA compliance by all medical cannabis dispensary operators). More important, it has resulted in a perfect track record for protecting and maintaining confidential and/or sensitive patient information. If awarded a license, we will bring these same privacy and security standards to our dispensary operations in Alabama. A summary of the Plan is provided below:

I. Maintaining Confidential Information:

Based on the requirements of the HIPAA Privacy, Security, and Breach Notification Rules, our Confidential Information and Cybersecurity Plan includes robust administrative, technical, and physical safeguards for Protected Health Information (“PHI”) that will allow our Company to: 1) ensure the confidentiality, integrity, and availability of all PHI that we create, receive, maintain, or transmit whether through the Patient Registry, Electronic Tracking System, or any other source; 2) identify and protect against reasonably anticipated threats to the security and integrity of PHI; 3) protect against reasonably anticipated, impermissible and/or unauthorized uses or disclosures of PHI; and 4) ensure compliance with the Plan by our dispensary employees through regular employee training and risk assessment audits.

A. HIPAA-Compliant Administrative, Technical, and Physical Safeguards

Administrative safeguards refer to the processes, policies, and procedures used to protect sensitive patient and caregiver information, including PHI, against breach or unauthorized disclosure. Administrative controls also ensure that patient data is correct and accessible to authorized parties. Our Plan's administrative controls include:

- i. Executive Oversight: The designation of an executive employee to oversee data security and HIPAA compliance. This role is assigned to the Certified Dispenser and to the Director of Security for each dispensing site.
- ii. Regular Risk Analysis: We will conduct regular risk analyses that: evaluates the likelihood and impact of potential risks to patient/caregiver data, including PHI; implements appropriate security measures to address the risks identified in the risk analysis; documents the chosen security measures and the rationale for adopting those measures; and maintains continuous, reasonable, and appropriate security protections. A comprehensive risk analysis (i.e., a complete HIPAA-compliant security risk assessment) will be conducted at each of our dispensing sites on at least an annual basis.
- iii. Information Access Management: The implementation of policies and procedures for information access management including authorizing access to patient/caregiver data, including PHI, only when such access is appropriate based on the employee's role and responsibilities. Indeed, our Standard Operating Procedures require that we protect confidential patient data and information at all times such that access and use of the data and information is limited to authorized individuals. Data access, both generally and in the ETS, is limited to employees on a task specific basis and kept to the level necessary to perform authorized functions. For example, a dispensary agent can only access a patient's data while dispensing to that patient. Any employee who abuses access to patient records will be terminated immediately, and the unauthorized access will be reported to the Commission within 24 hours.
- iv. Patient Record Protocols: Patients records are stored in our locked IT Closet to prevent unauthorized access. If a dispensary agent needs to review a patient's records with the patient, they must do so using: a hardcopy (which is

- immediately destroyed thereafter or returned to the Certified Dispenser); or a shielded monitor in the patient consult room; or a Point-of-Sale terminal which cannot be seen by others.
- v. Employee Training: The training of employees on our privacy policy and how it applies to their specific role and responsibilities within the Company, as well as training on best practices for data management, including HIPAA training. Each dispensing site employee with access to PHI will be fully trained on HIPAA requirements for patient confidentiality and the use and protection of PHI. Dispensary employees will receive HIPAA training before starting to work at any of our dispensing sites, as well as annual HIPAA refresher training thereafter. Training in maintaining patient confidentiality will also include appropriate use and/or access to PHI in the Patient Registry, the ETS, and from any other source. Records certifying that this training has taken place will be kept in each dispensary employee's personnel file.
 - vi. Data Backup: The regular backing up of patient data and having an emergency plan for disasters that could cause information loss; and
 - vii. Data Breach Response Plan: The creation of a data breach response plan that addresses notifying affected patients and fixing compromised IT systems. Our SOPs require that all affected individuals be notified of a breach in written form by first class mail, or, if they have agreed to receive notices electronically, by encrypted, secured email without unreasonable delay, but in no case later than 30 calendar days from the discovery of a breach. The Commission will be notified of any breach within 24 hours. Our SOPs also require that notice of any breach be posted prominently on our website, including a tollfree number that individuals can call to learn if their information was involved in the breach.

Physical safeguards refer to facility access controls, device and media controls, and workstation/Point-of-Sale terminal use procedures to help prevent the physical theft and/or loss of devices that contain sensitive patient and/or caregiver information, including PHI. Our Plan's physical safeguards include: i) Limiting access to computers by keeping them behind counters, secured to desks, and away from the general public; ii) Restricting access to secure areas, monitoring building safety, and requiring visitors to sign

in; iii) Exercising caution and following best practices when upgrading and/or disposing of hardware and/or software, including securely wiping all hard drives; and iv) Trainings employees on physical security best practices, including the important of securing their cell phones and other mobiles devices.

Technical safeguards refer to technology like firewalls, encryption, and backup systems that are meant to protect our networks and devices from data breaches (see additional details in Cybersecurity section below). Our Plan's technical safeguards include: i) Encrypting sensitive files that we send via email and ensuring that any cloud-based platform used offers full encryption; ii) Protecting our network from hackers and other cyberthieves with firewalls and intrusion detection and prevention systems; iii) Training employees to identify and avoid phishing scams; iv) Authenticating data transfers to third parties by requiring a password or token; v) Requiring that employees periodically change their passwords and ensuring that passwords are sufficiently secure; vi) Preventing data entry mistakes by using double-keying, checksum, other redundancy techniques; and vi) Keeping updated documentation on our technology and network configurations.

II. Maintaining Cybersecurity:

Our Confidential Information and Cybersecurity Plan mandates a computer network and operating protocols that are secure, redundant, and protected from any hacking or malware. This network is designed to ensure that all sensitive patient information, including PHI, is protected from unauthorized access, loss, theft, or hacking, and that this information is safely backed up and stored.

To this end, every electronic device we use to obtain or store data, including computers, laptops, and servers, will be fully encrypted. We will use full disc encryption ("FDE") technology which secures all computers and servers by encrypting all the data on its hard drive. This includes end-user files and application settings, as well as application and operating system executables. FDE automatically converts data on a hard drive into a form that cannot be understood by anyone who does not have the key to "undo" the conversion. Therefore, if any computer or server is lost or stolen, the data on the device will remain completely inaccessible.

We will also integrate unified threat management ("UTM") firewalls into our infrastructure to prevent hacking, malware or similar intrusions. UTM is a next generation

firewall, performing multiple functions in one system including: network firewalling, network intrusion detection/prevention, gateway antivirus, gateway anti-span, and zero-day protection (i.e. the ability to detect a threat, write an inoculation, and update the program in less than one business day). Our server will be located on-site in our restricted Security Information Technology Closet (“SITC”) to store all information we collect through the ETS. In addition, we will have either a Network Attached Storage device (“NAS”) or secondary server on site to back up our server and allow us to efficiently restore any data that may become corrupted or loss.

Upon approval by the Commission, we will also have all of our data backed up with a HIPAA-compliant secure cloud storage provider such as eFolder. This is superior solution compared to an off-site server for several reasons. First, it is encrypted data that is replicated in multiple places throughout the country. As such, should there be a major outage in one area of the country, it will not impact our ability to obtain the data from another region. Second, should there be a power outage, we will not lose any data as we can seamlessly access and create a replica of our data from the cloud.

III. Notice of Privacy Practices and Privacy Plan Review:

Notice of Privacy Practices: All patients and caregivers will be provided with a HIPAA-compliant Notice of Privacy Practices, written in plain English, that: indicates how our dispensary may use and disclose PHI about them; their rights with respect to the information and how they may exercise those rights, including how to lodge a complaint with the dispensing site and/or the AMCC; our Company’s legal duties with respect to their information, including a statement that we are required by law to maintain the privacy of PHI; and whom they may contact for further information about our Company’s privacy policies. This notice will be available at all dispensing sites for any person who asks for it. It will also be readily available on our website.

Semi-Annual Review: Exceeding the requirements of 538-x-4-.07-12.o.(9), which requires annual review, our Confidential Information and Cybersecurity Plan will be reviewed by our Director of Dispensary Operations, Director of Security, and our Medical Advisory Board on a semi-annual basis to make sure that it continues to incorporate patient confidentiality and cybersecurity best practices.

Grounds/Authority for Redactions: This exhibit describes in detail the security procedures for handling cash at our dispensing sites. Ala. Code § 36-12-40 exempts records concerning "security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare."

Exhibit 18 – Money Handling and Taxes

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

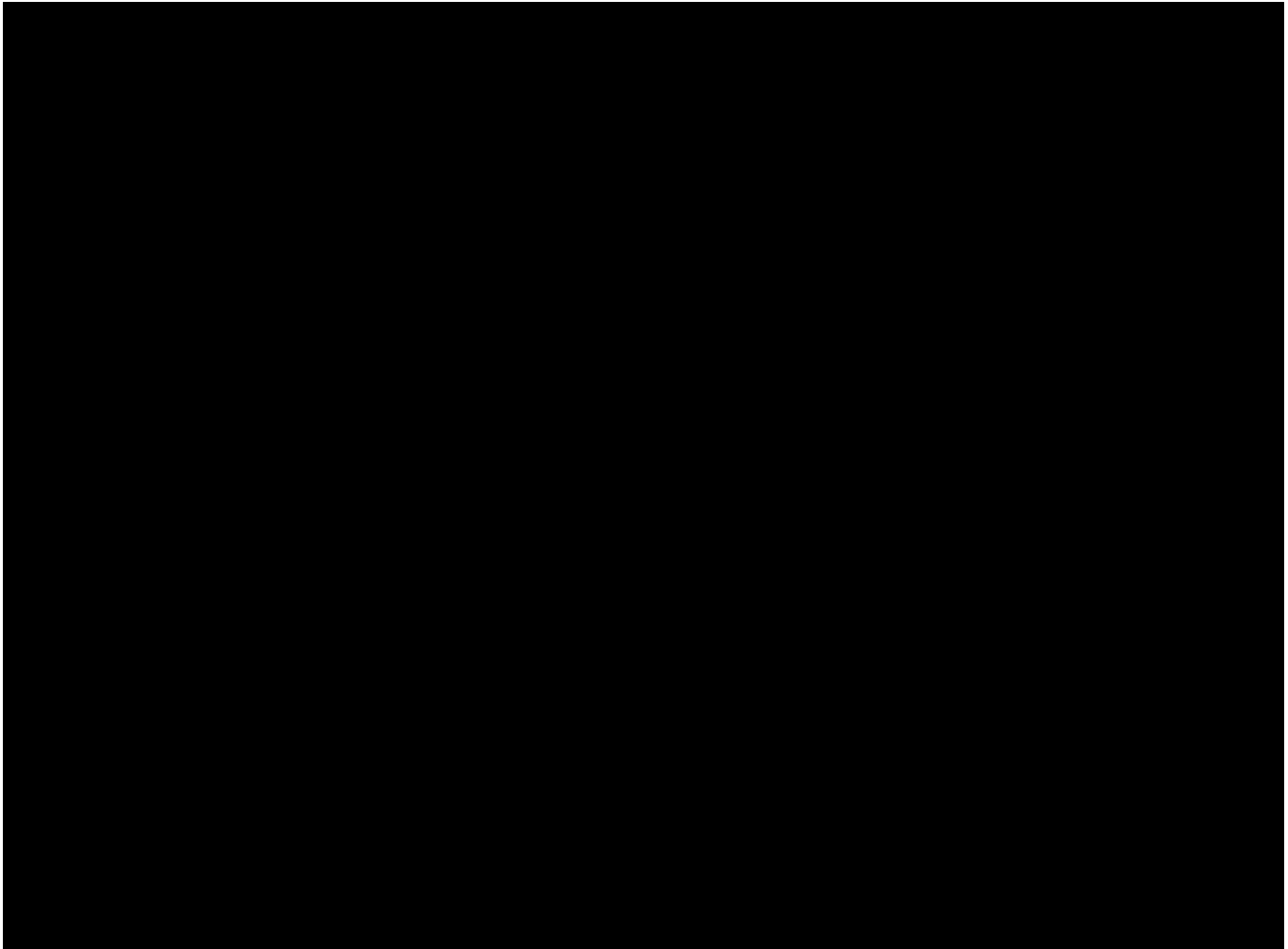
Verification Date

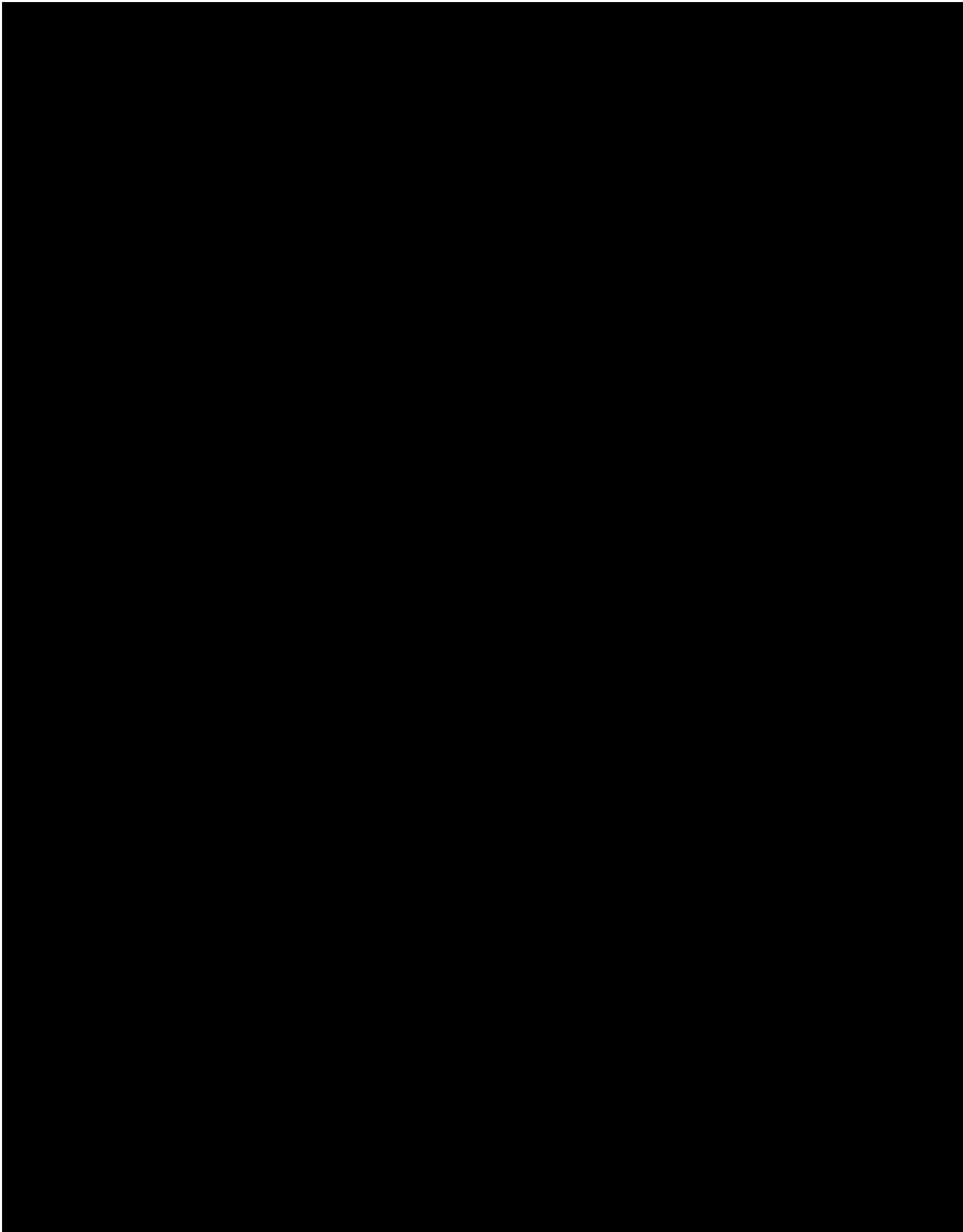
Exhibit 18 – Money Handling and Taxes

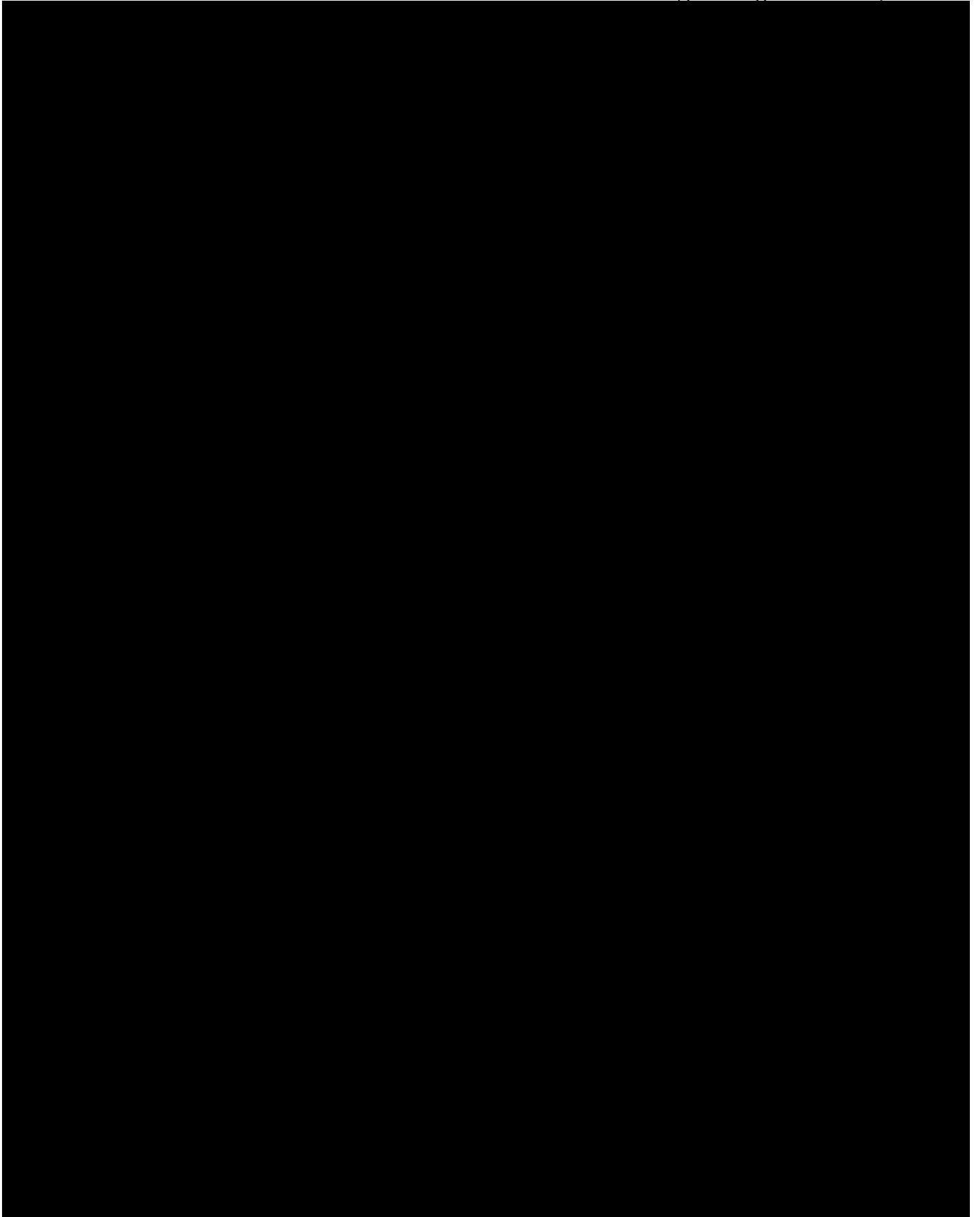
The Applicant must provide a detailed plan for handling money and allocating or remitting taxes as required by any local, state or federal agency.

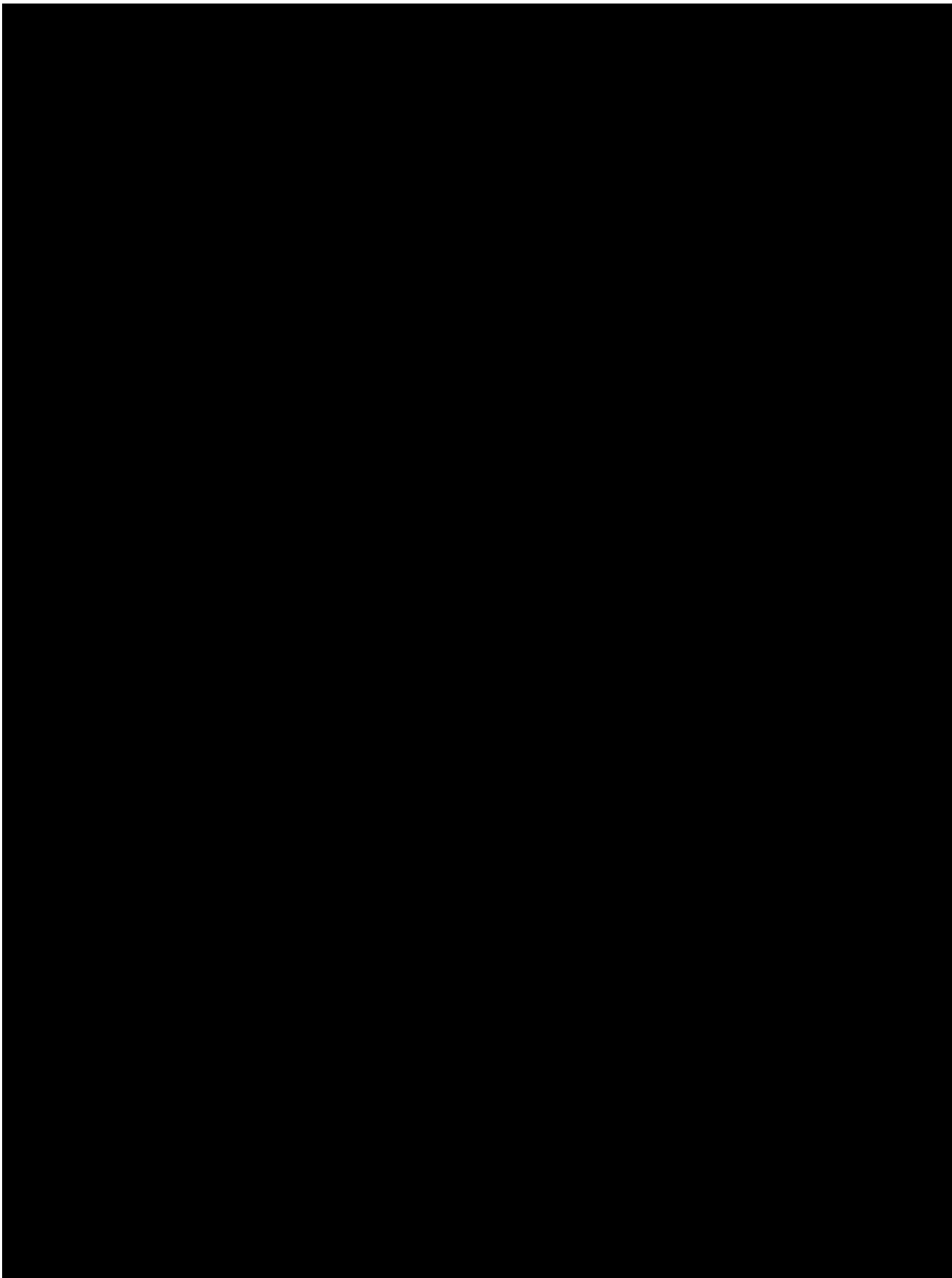
Medical cannabis licensees are often forced to operate as mostly cash businesses. More important, the presence of large amounts of cash presents both security and efficiency challenges that respectively make dispensaries prime targets for theft and requires the dedication of massive internal resources for cash management to accurately track and reconcile cash deposits. Based on the experience of certain of our principals operating medical cannabis dispensaries in Missouri, we have developed detailed standard operating procedures (“SOPs”) for money handling and tax allocation/remittance that not only significantly reduce these risks but also allow us to accurately and efficiently track cash receipts as well as calculate and remit the appropriate amount of taxes owed under all applicable tax laws. These SOPs are summarized below:

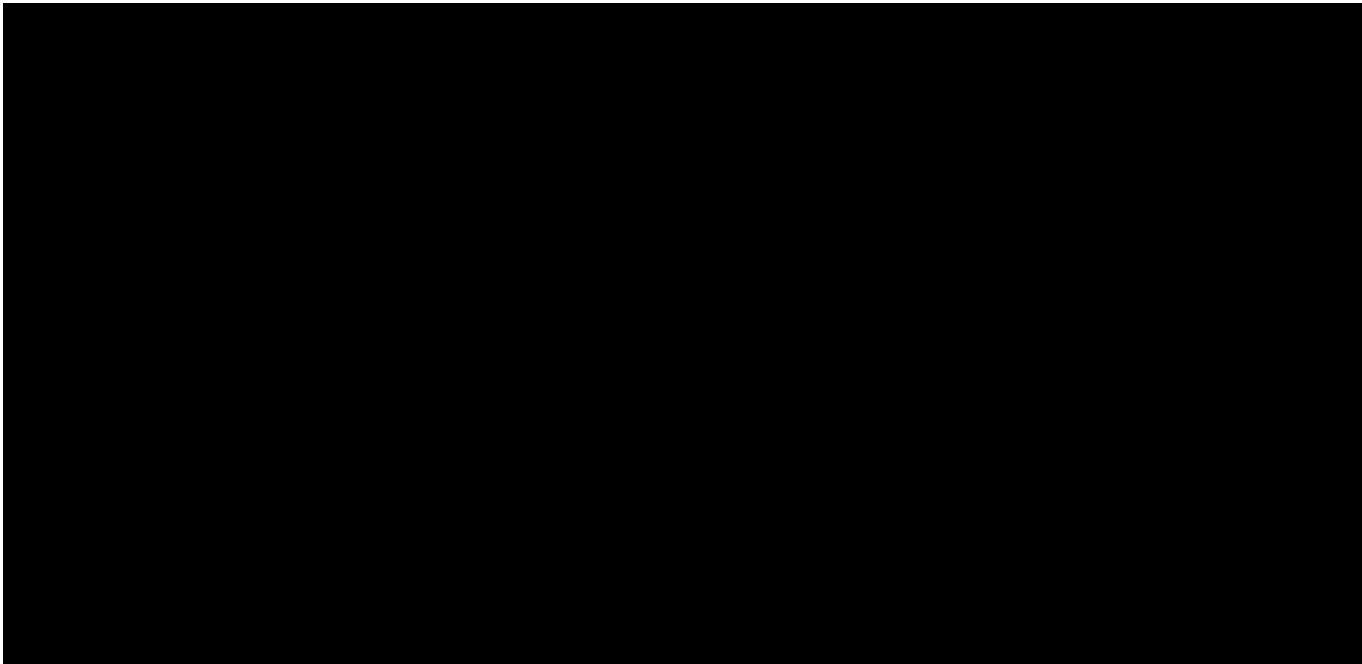
Money Handling Procedures











Employee Training: All Dispensary Agents will be trained on how to properly receive and dispense medical cannabis products as well as on how to handle cash using our cash management standard operating procedures. Our internal training program is key to maintaining accurate inventory and cash receipts as well to ensuring compliance with our internal SOPs and all laws and regulations. We have a **ZERO** tolerance policy on diversion of any kind of cannabis product or cash, as well as on security lapses that could result in such diversion.

Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 19 – Standard Operating Plan and Procedures

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

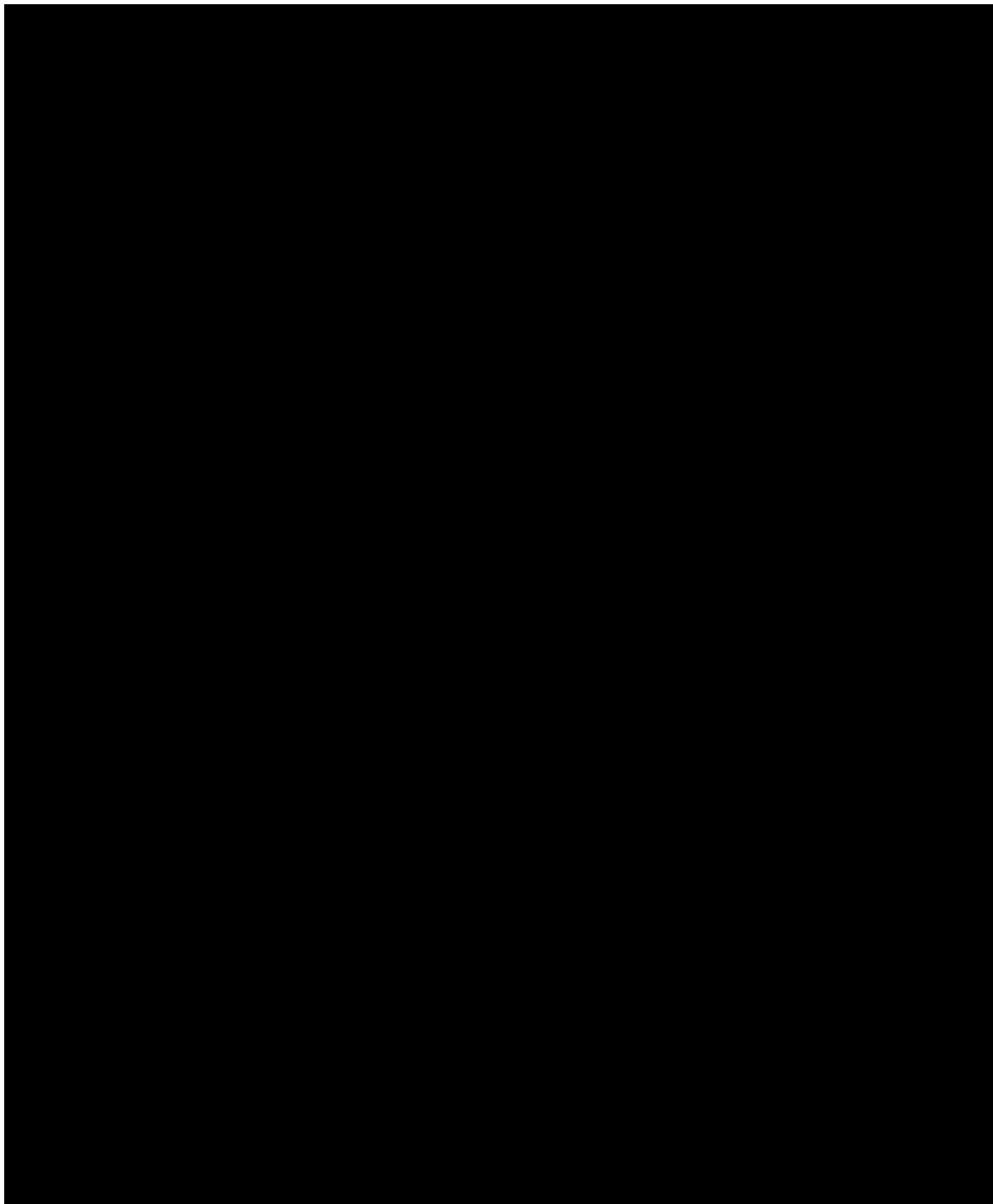
President and CEO

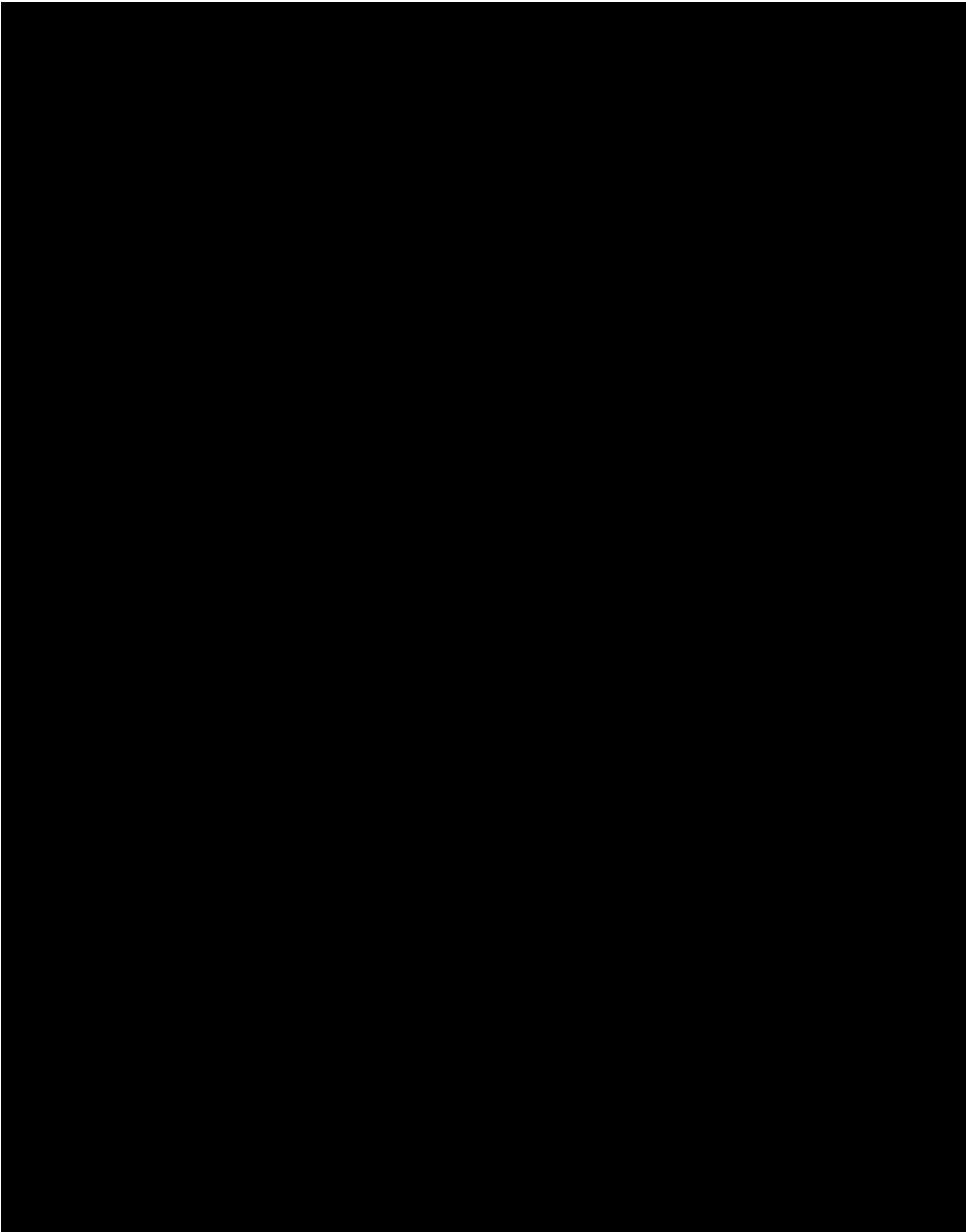
Title of Verifying Individual

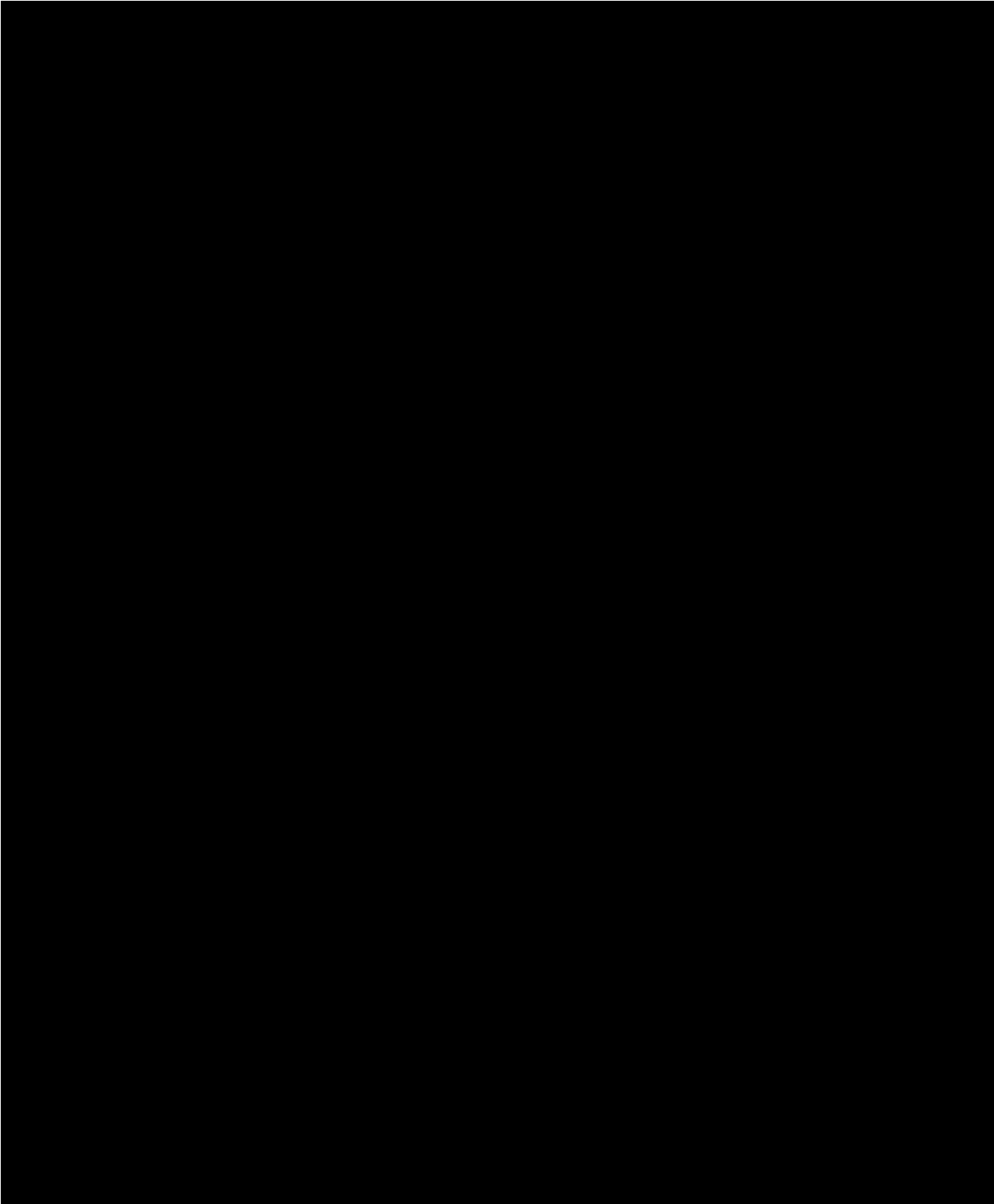
December 30, 2022

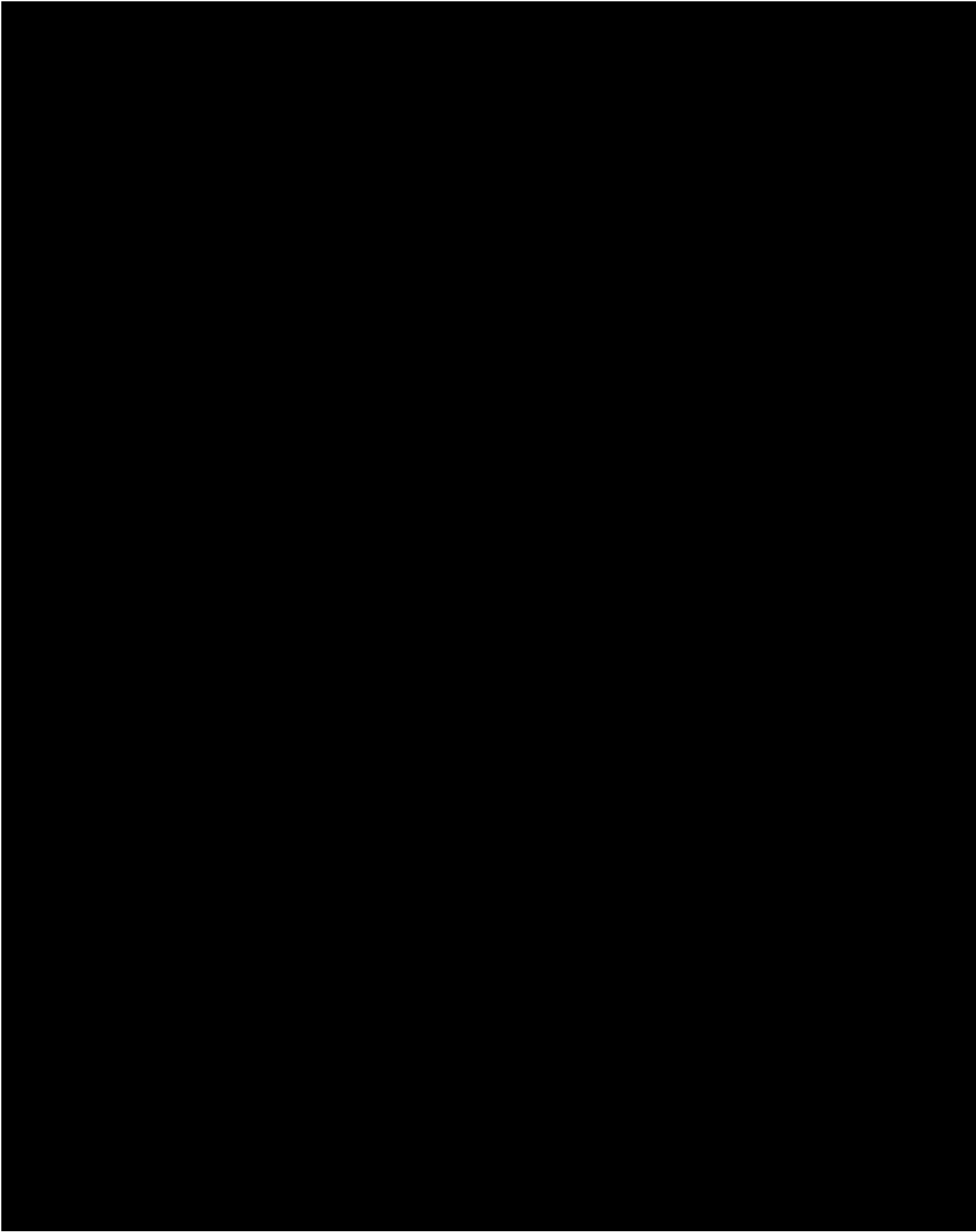
Verification Date

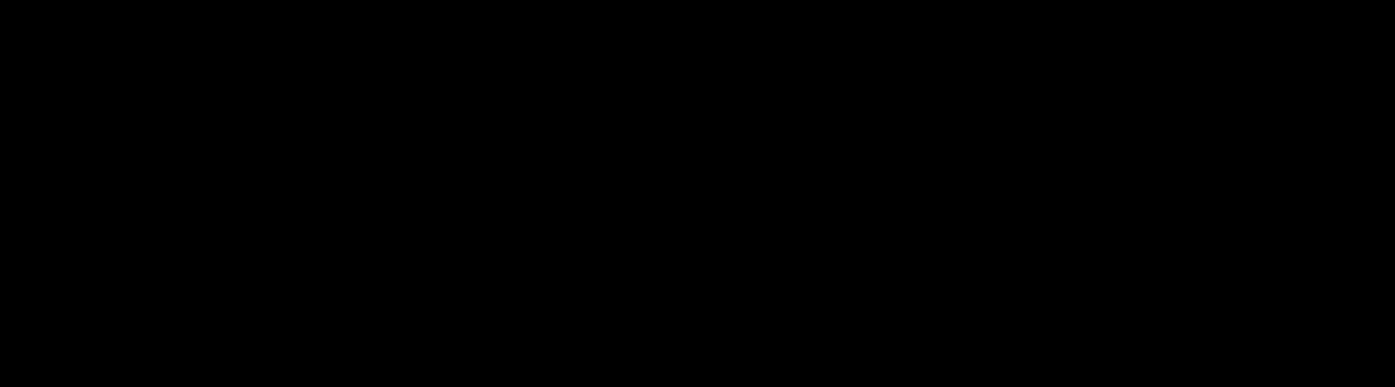
Exhibit 19 – Standard Operating Plan and Procedures

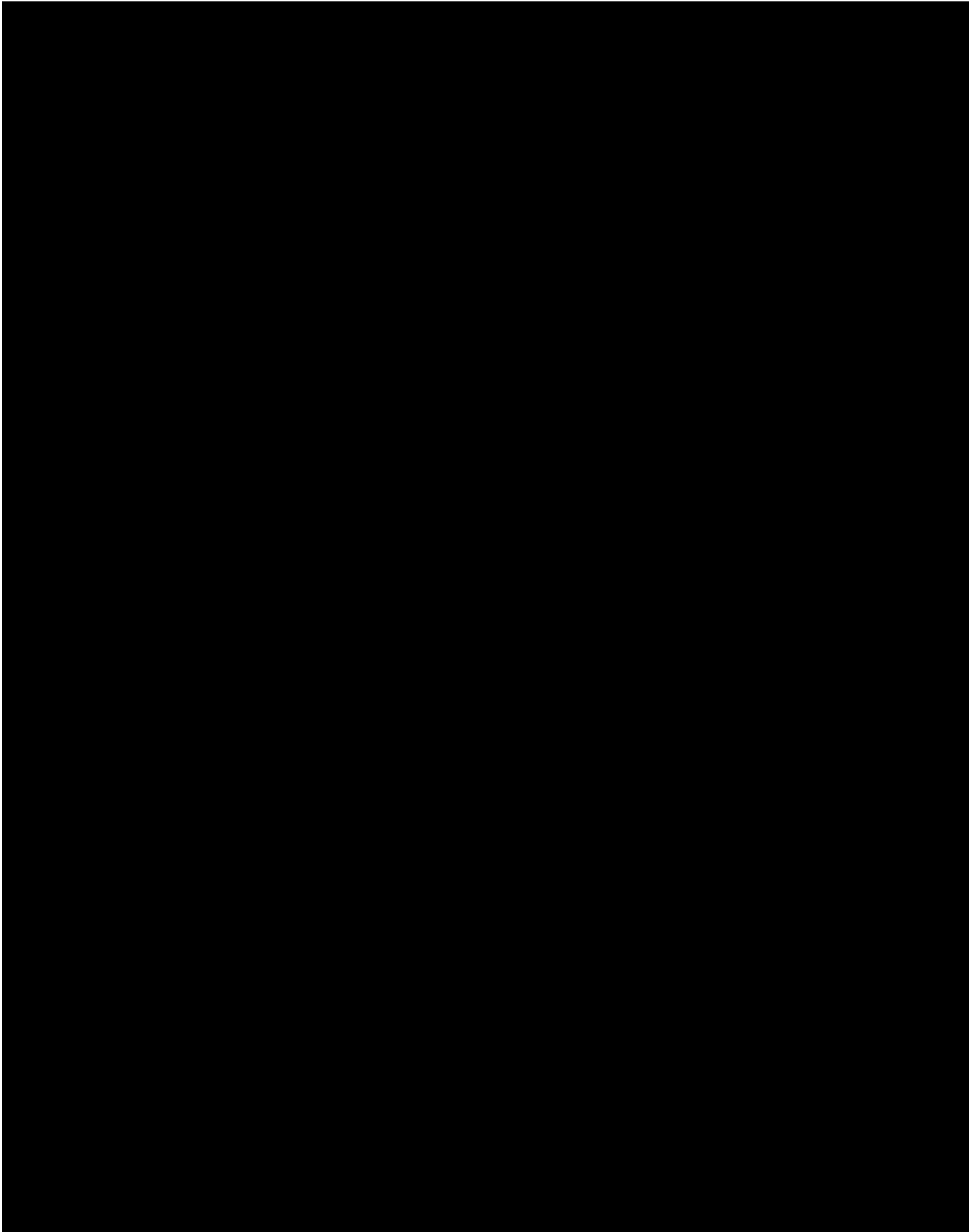


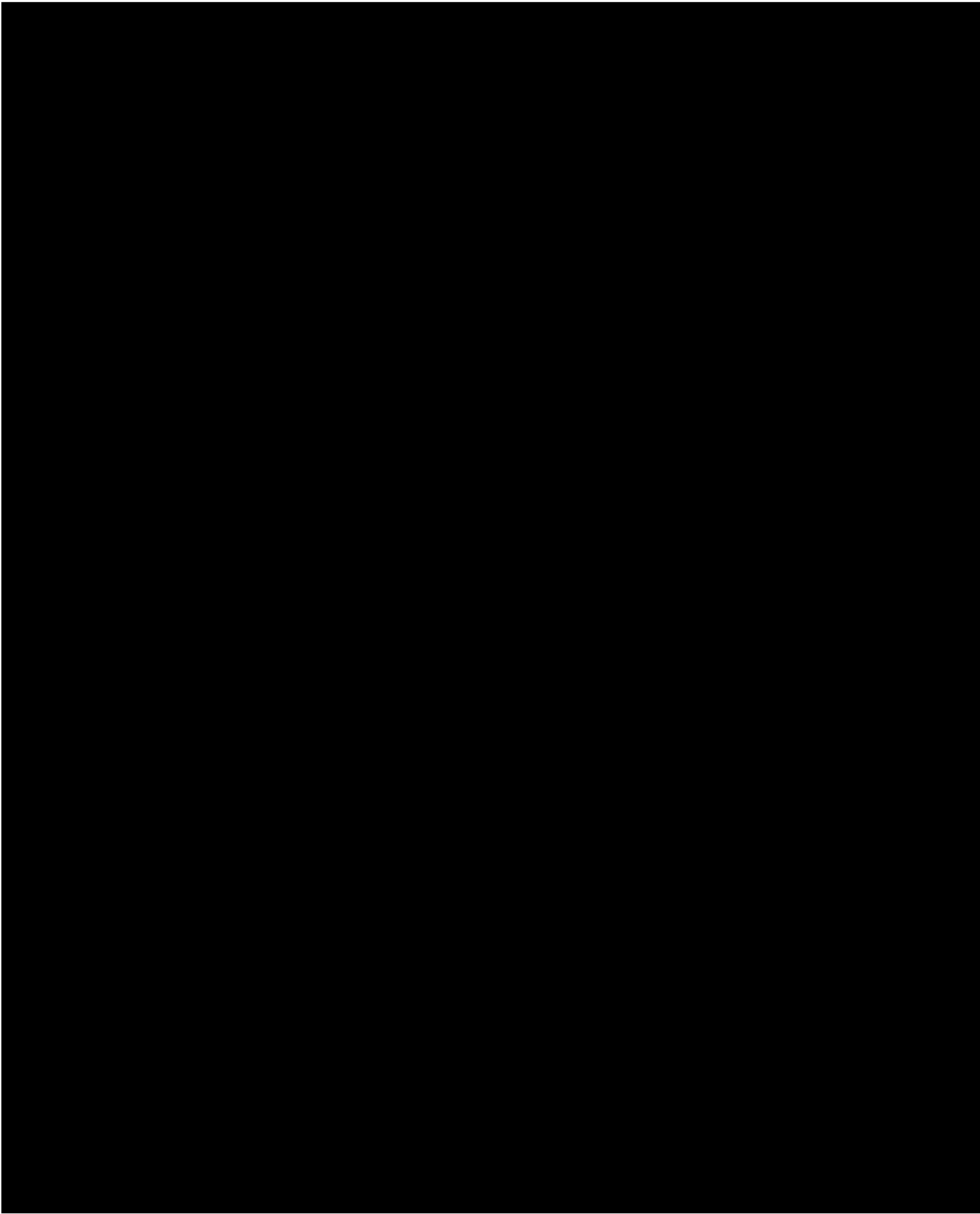


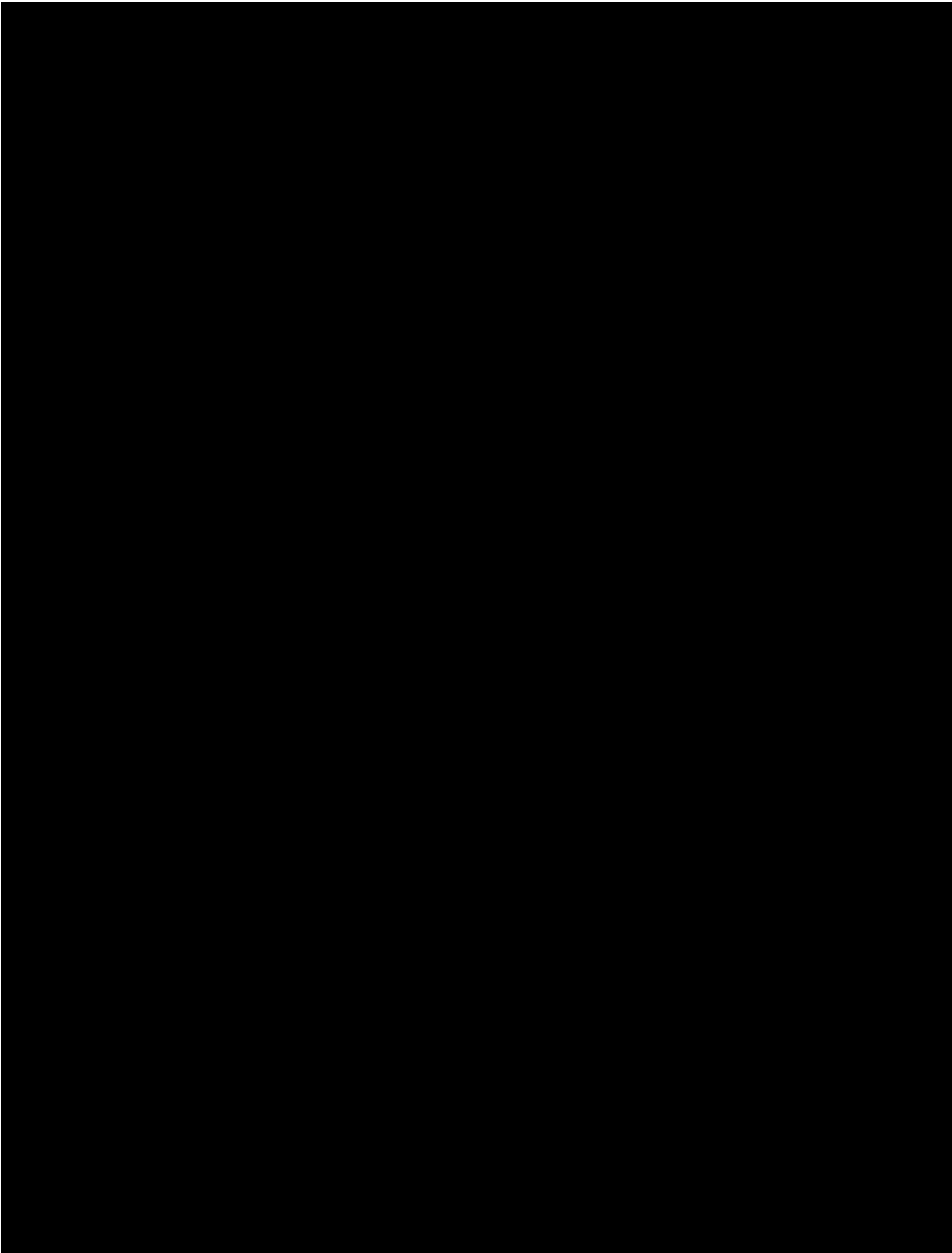


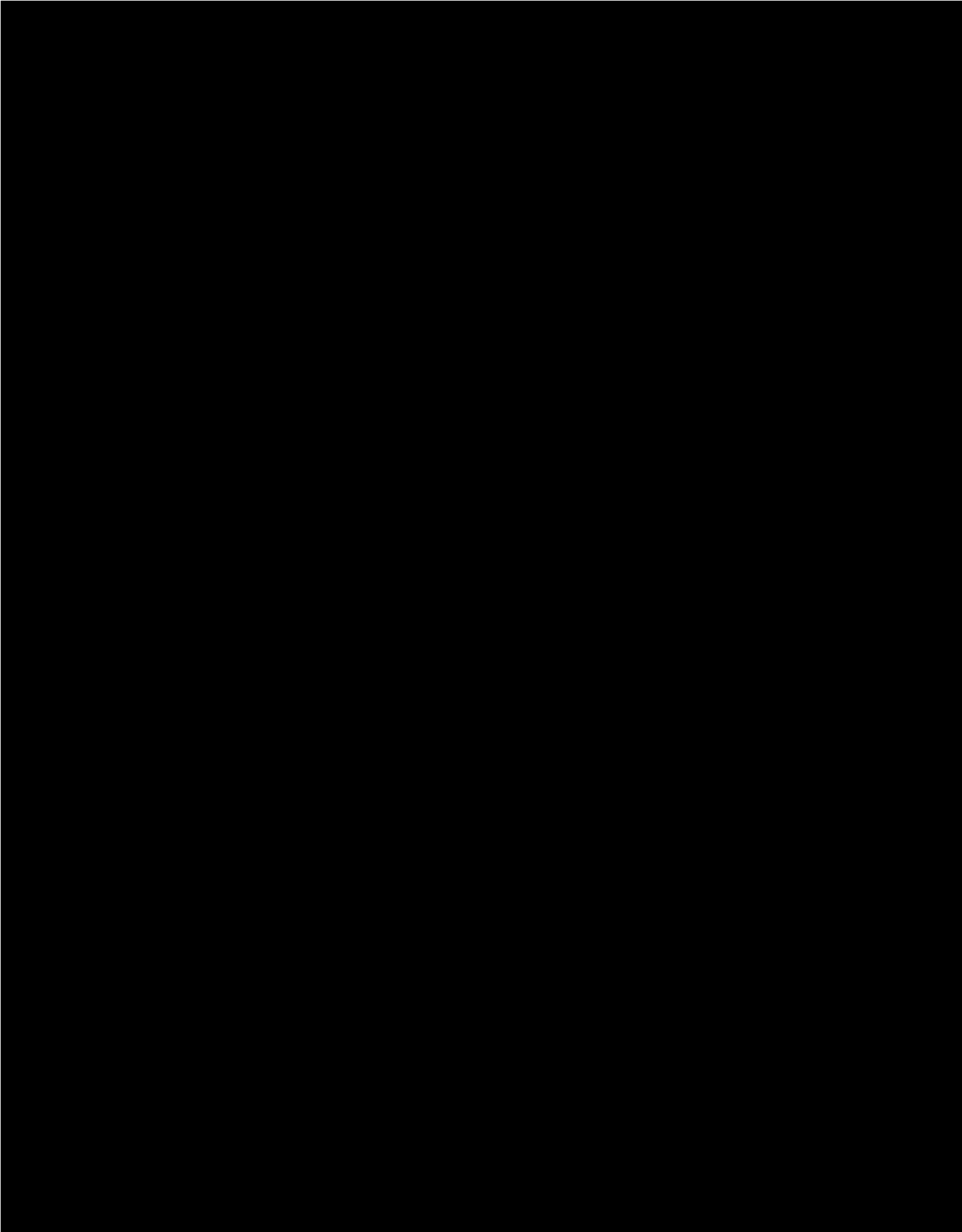


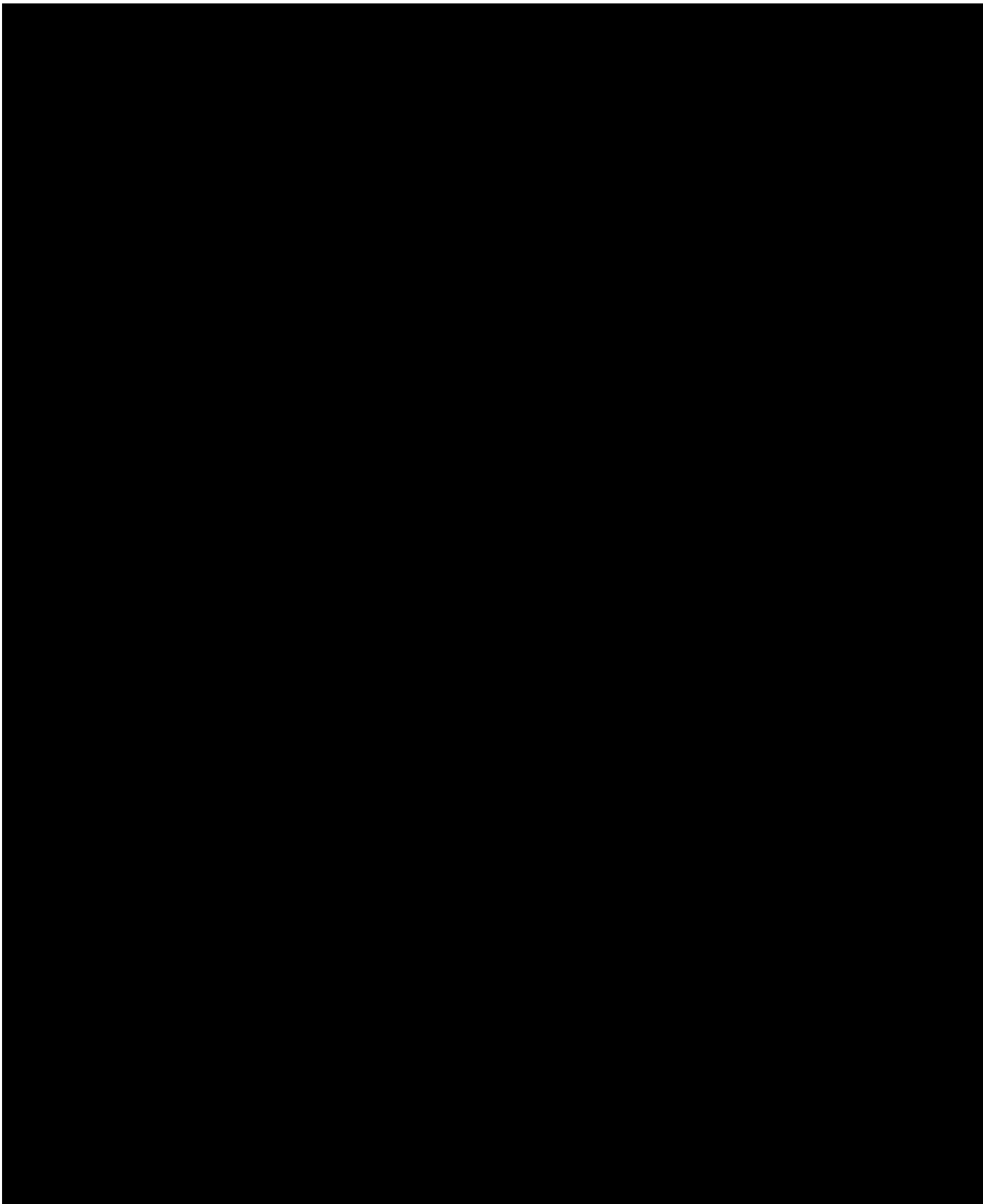


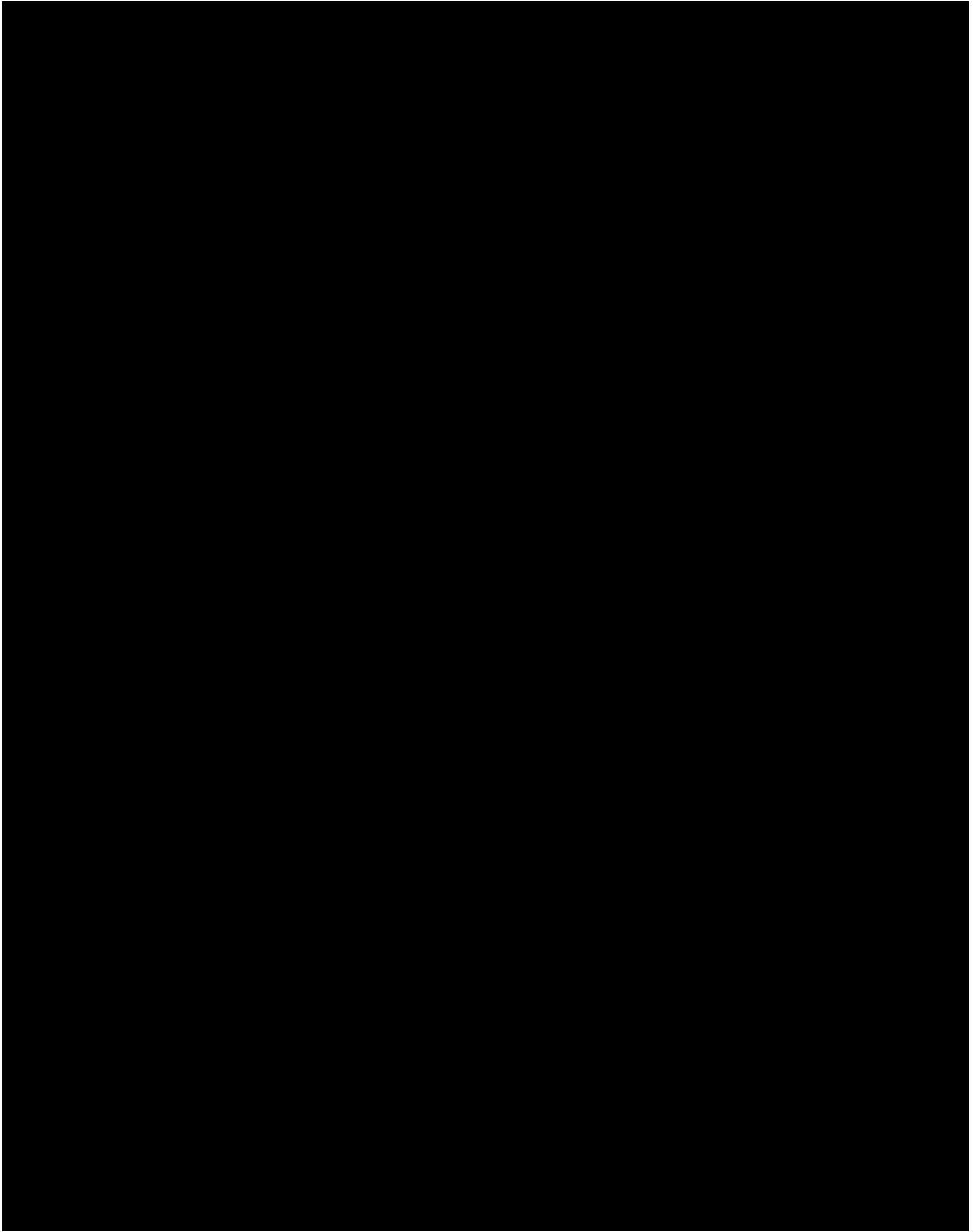


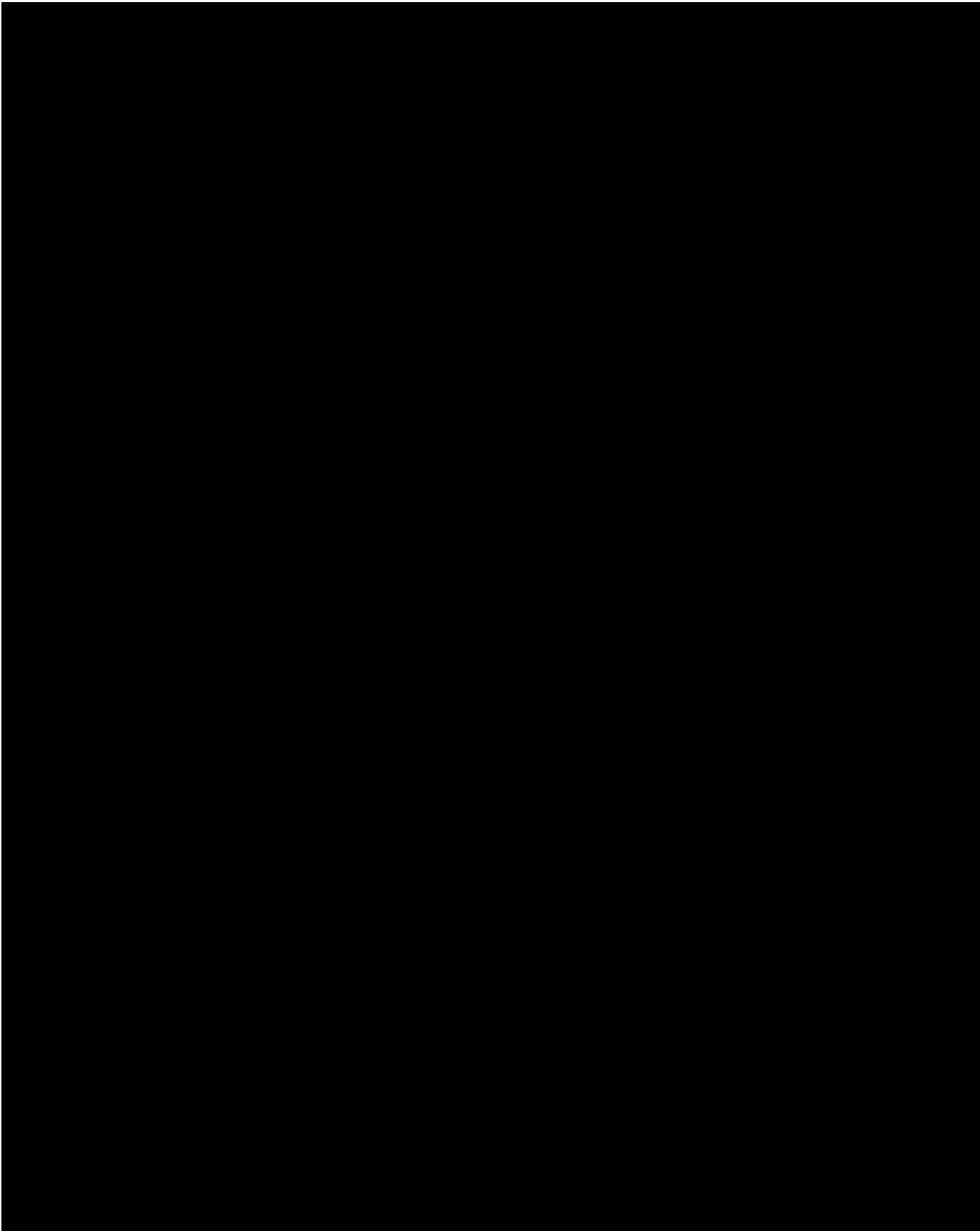


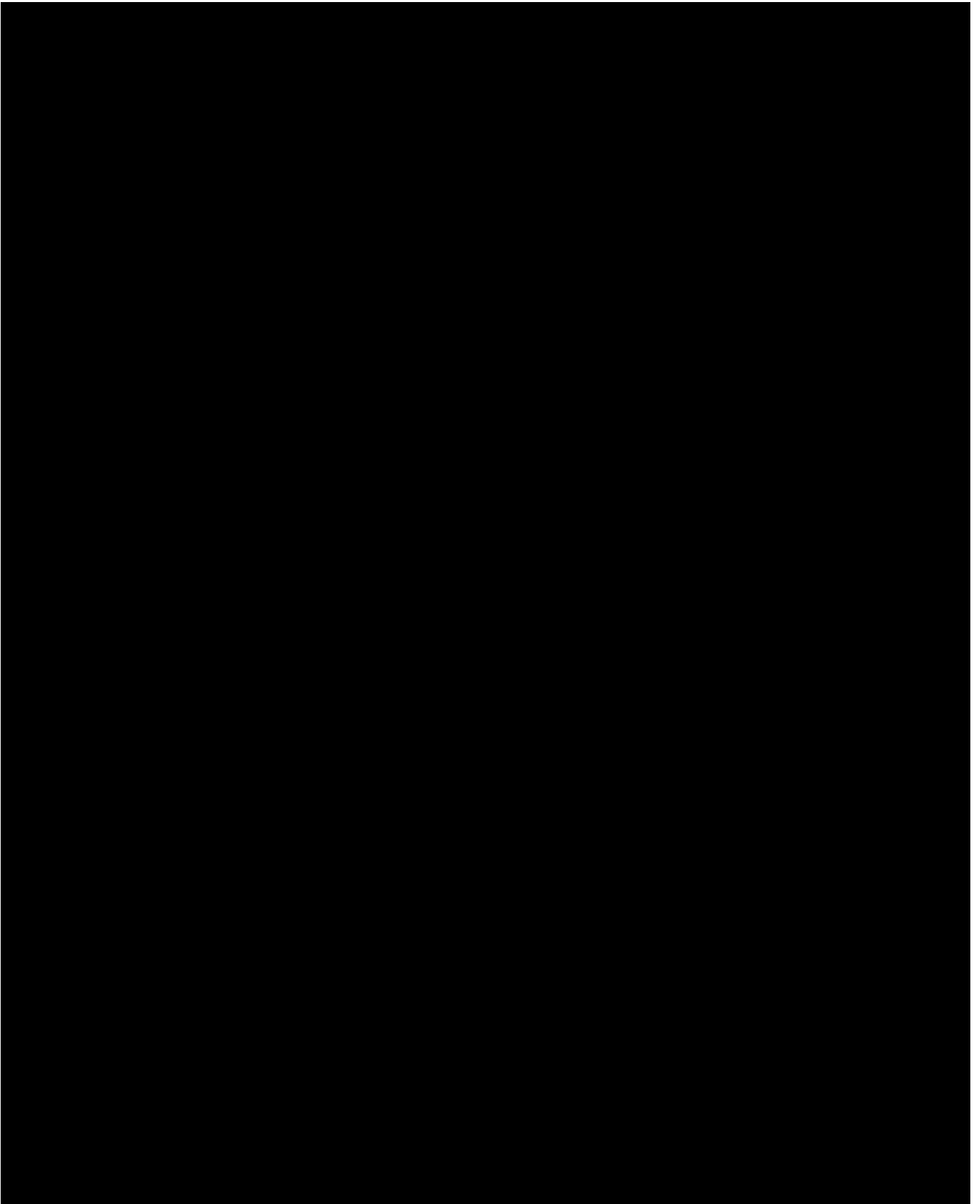


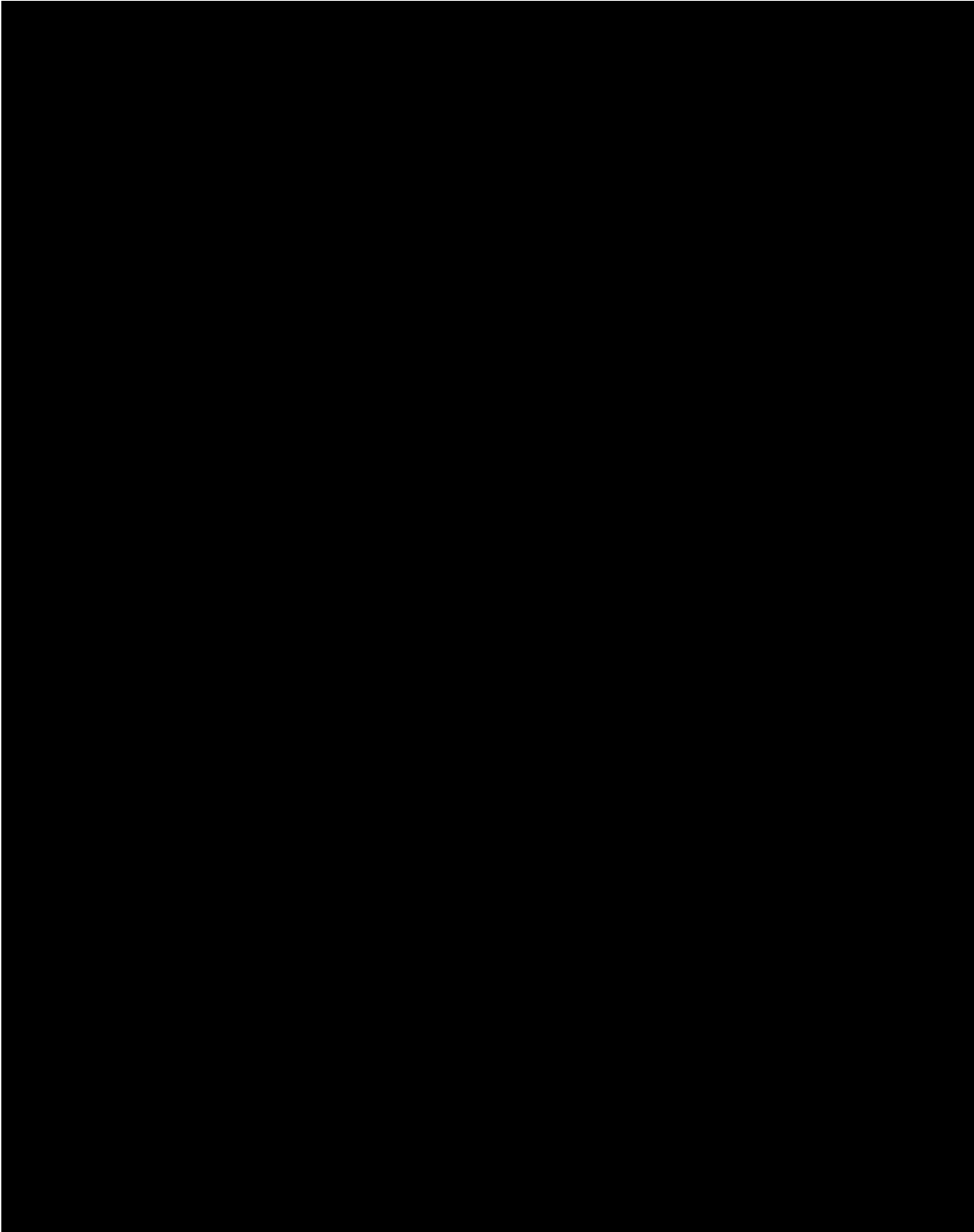


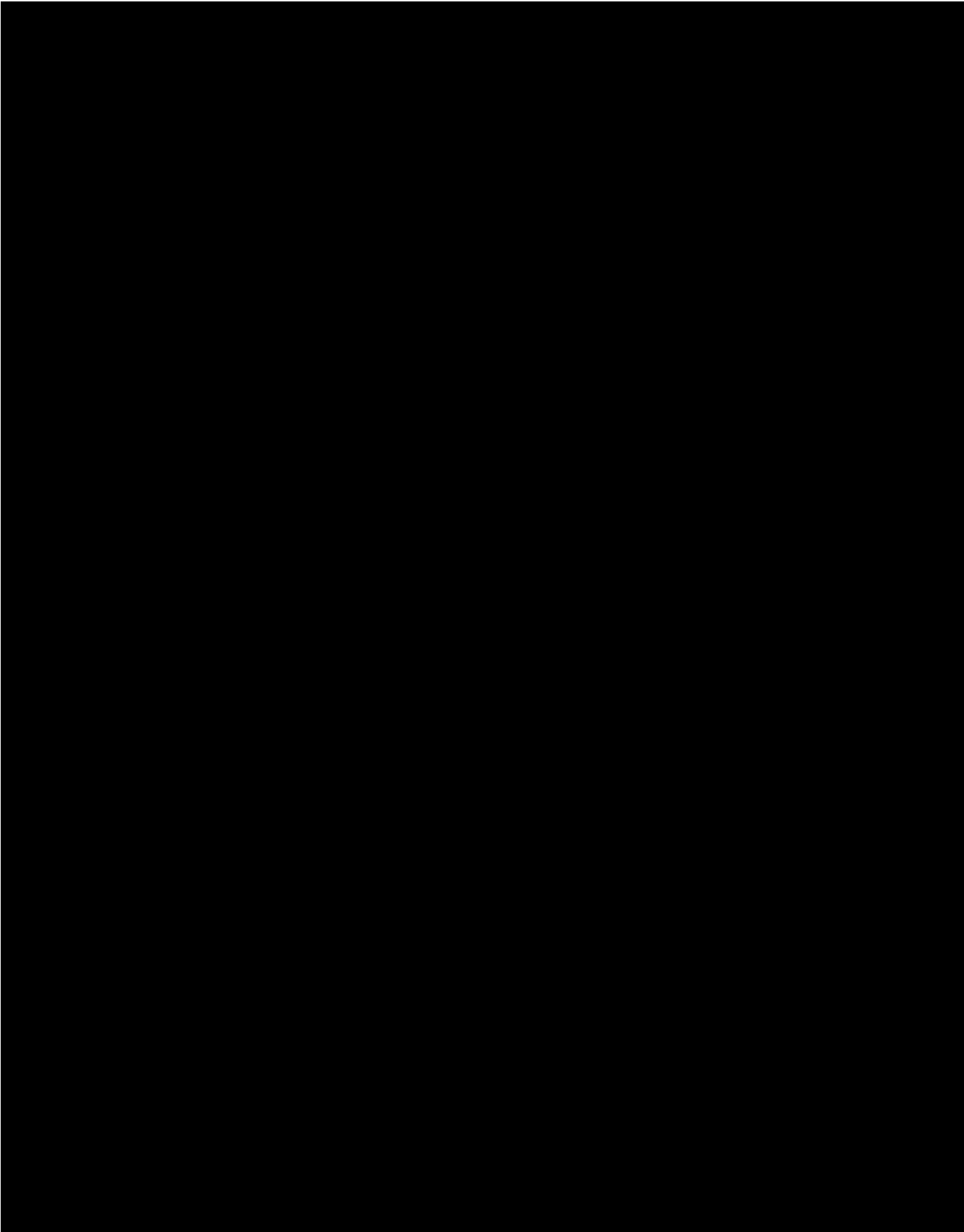




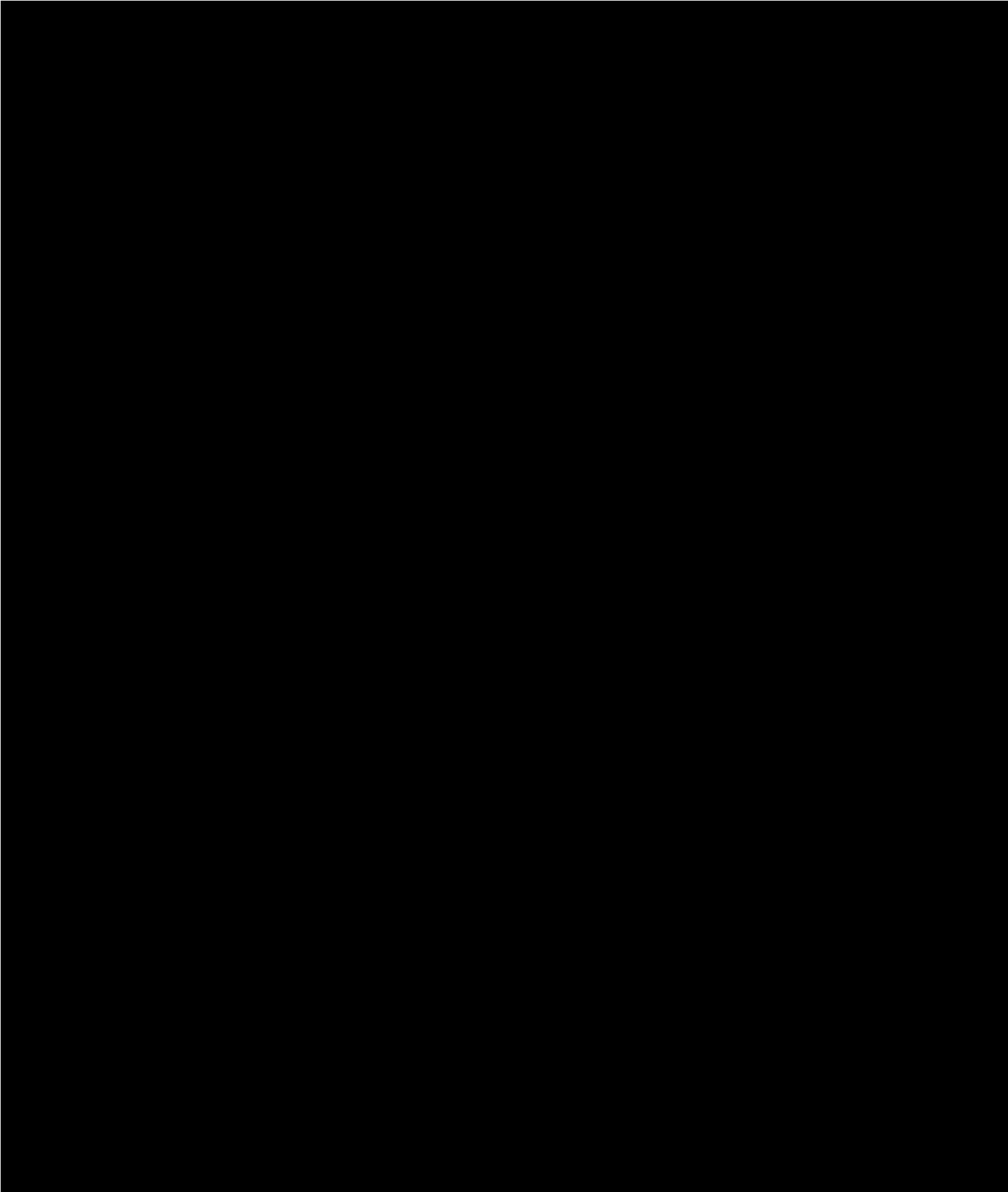


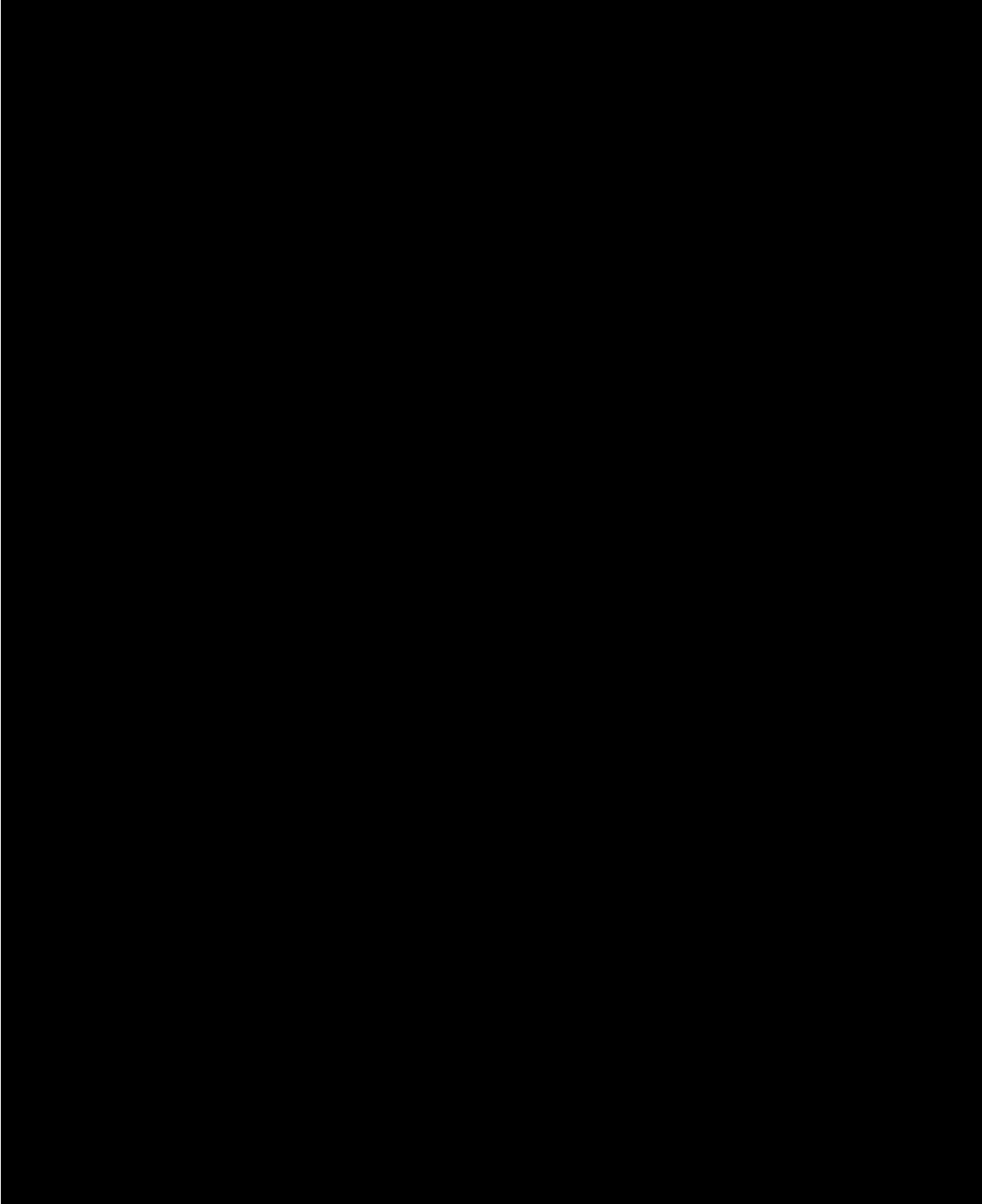


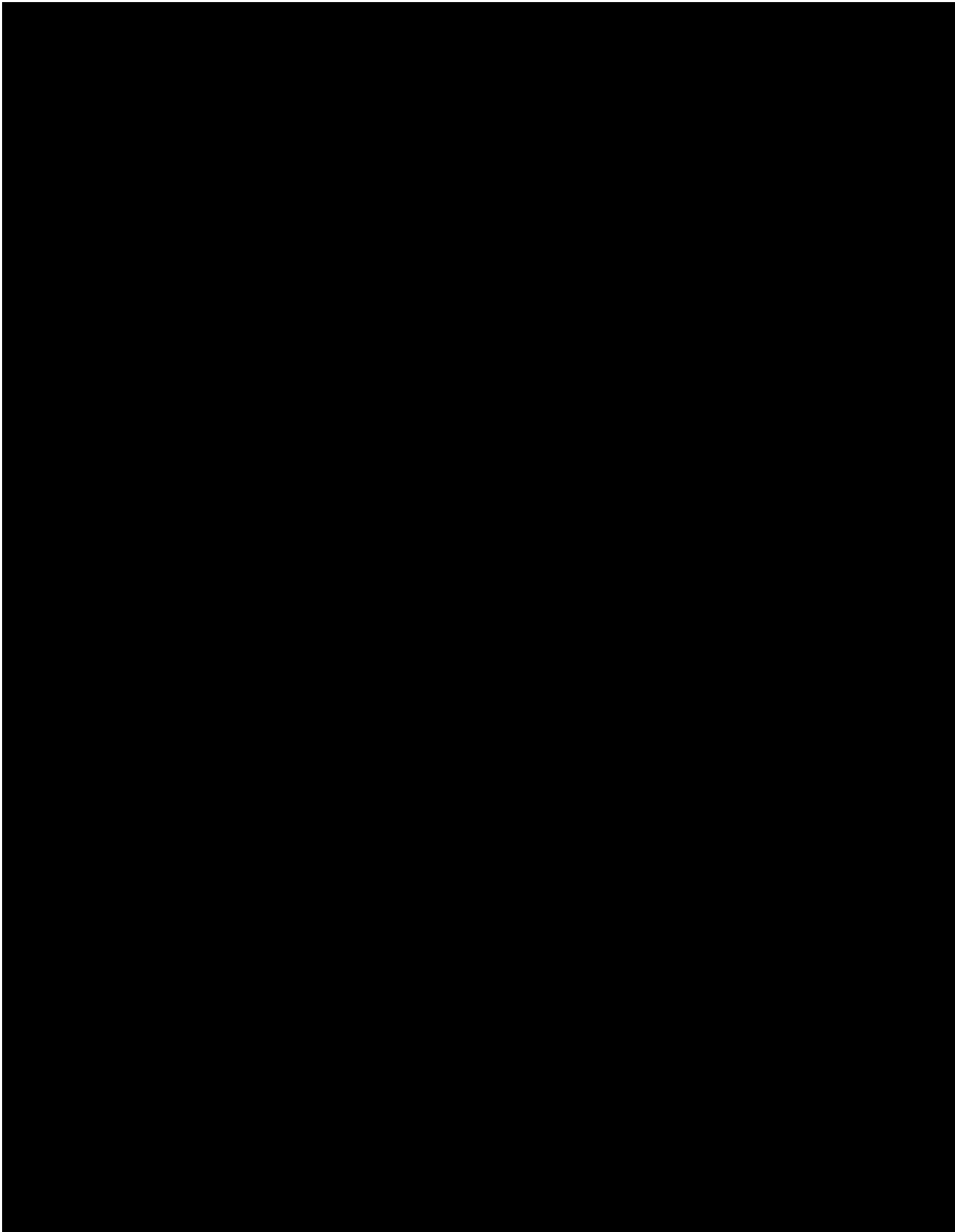


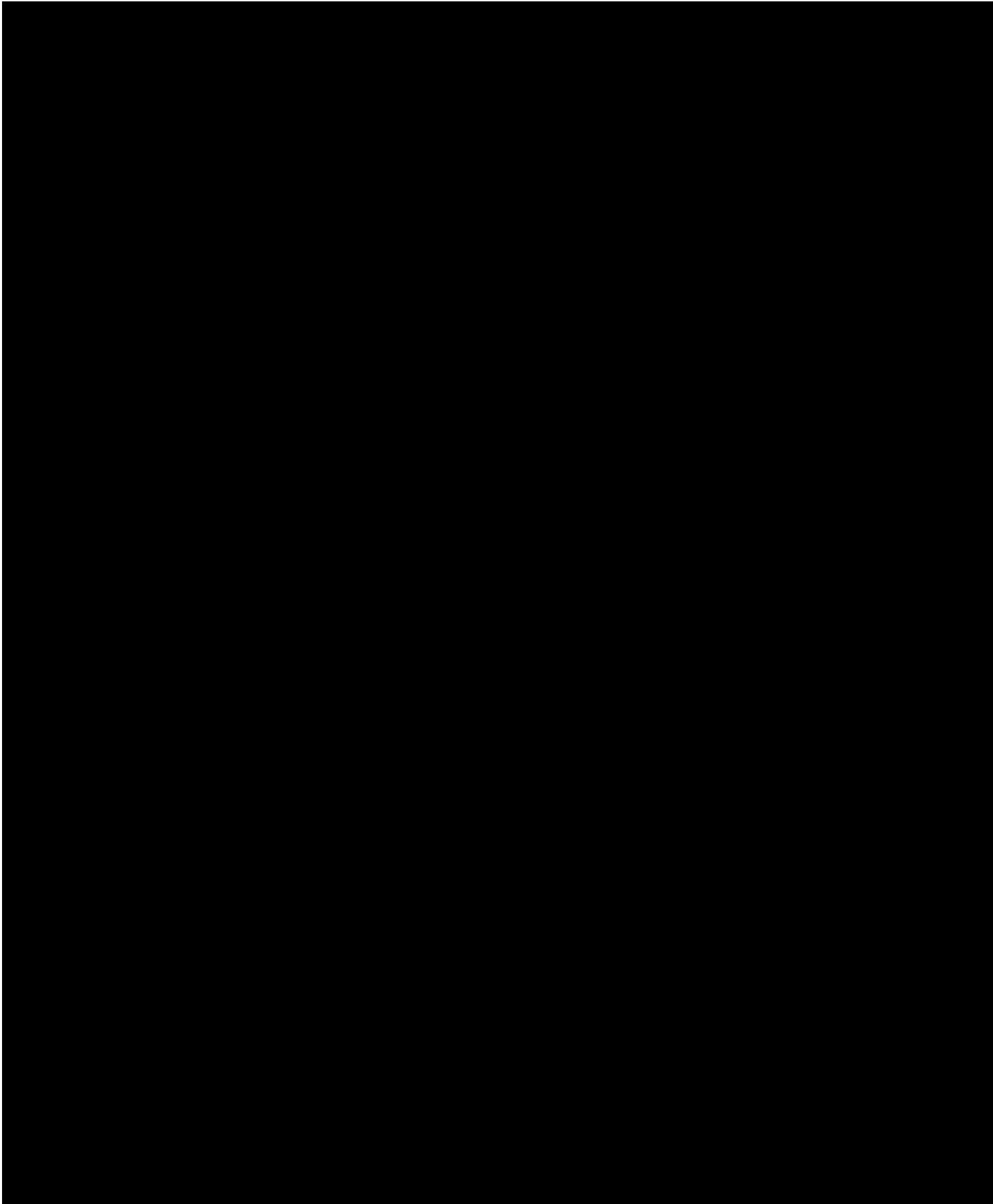


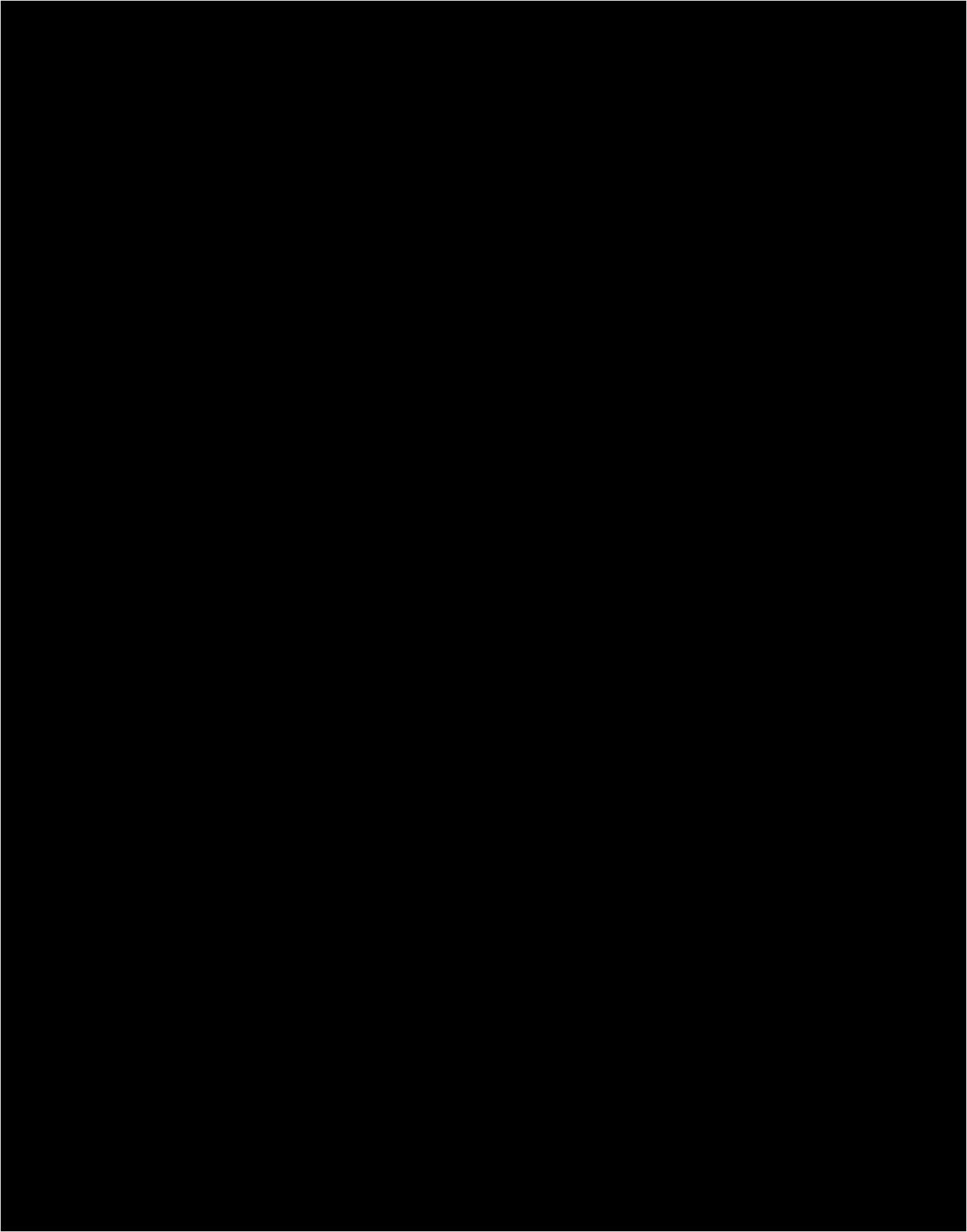


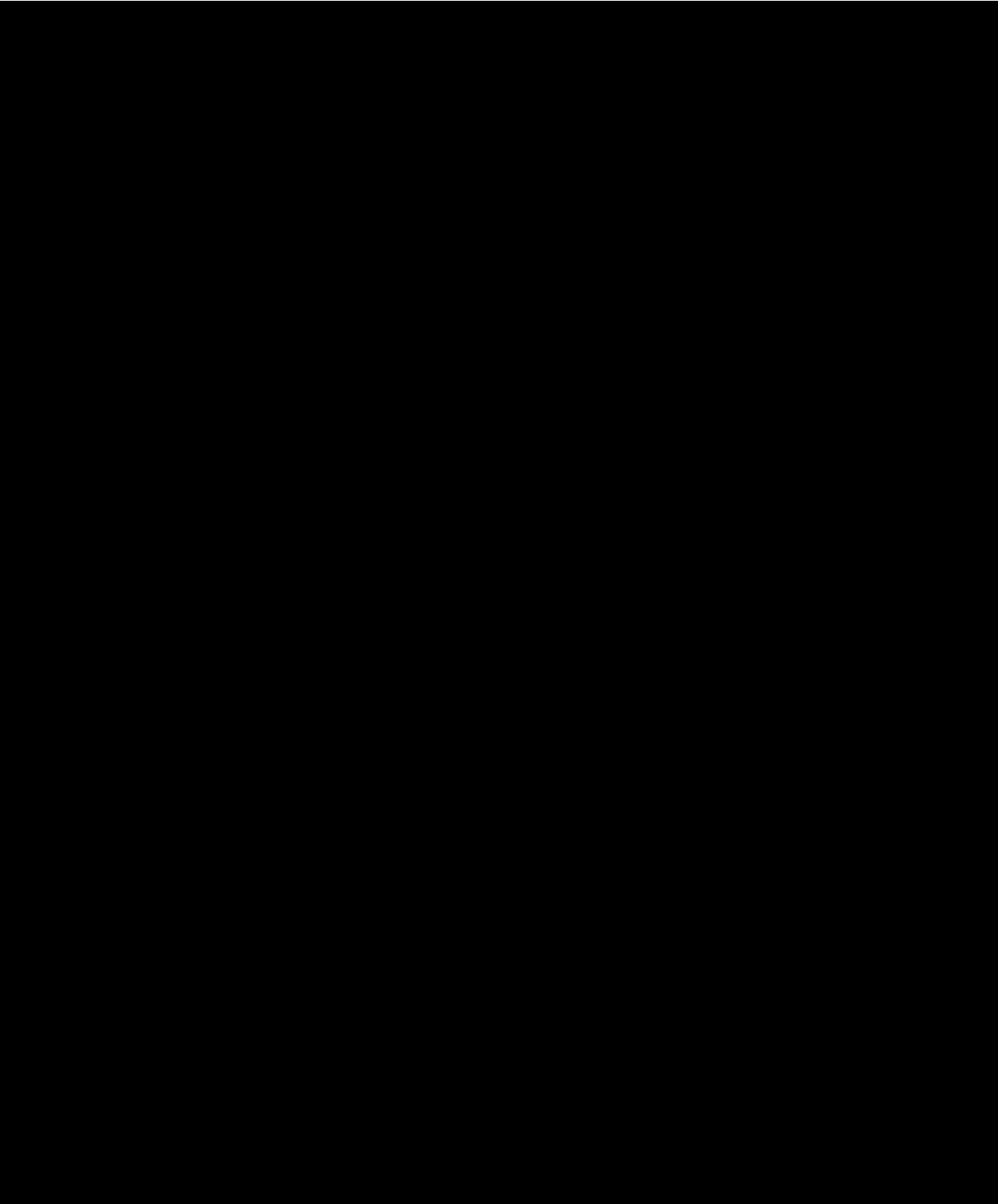


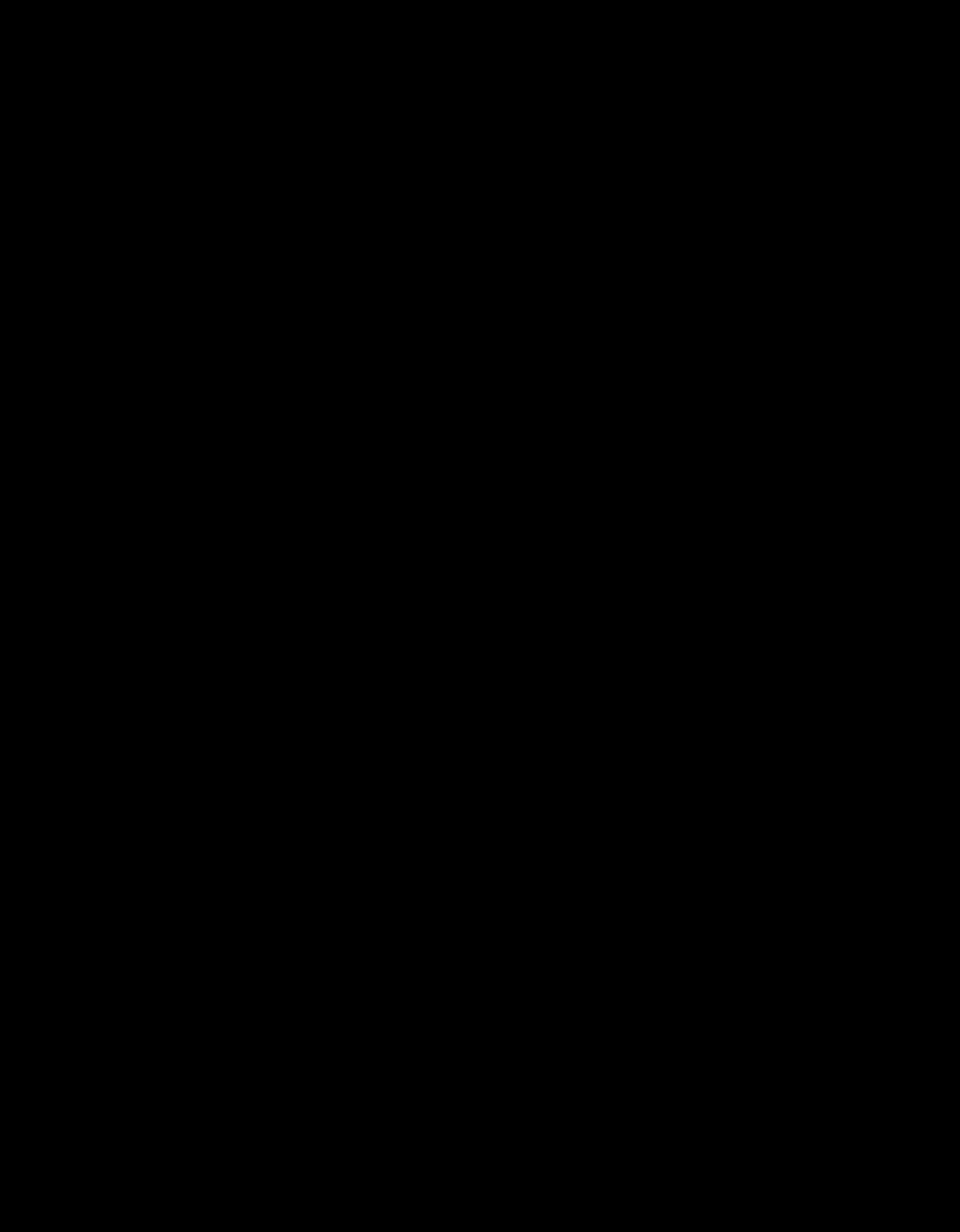


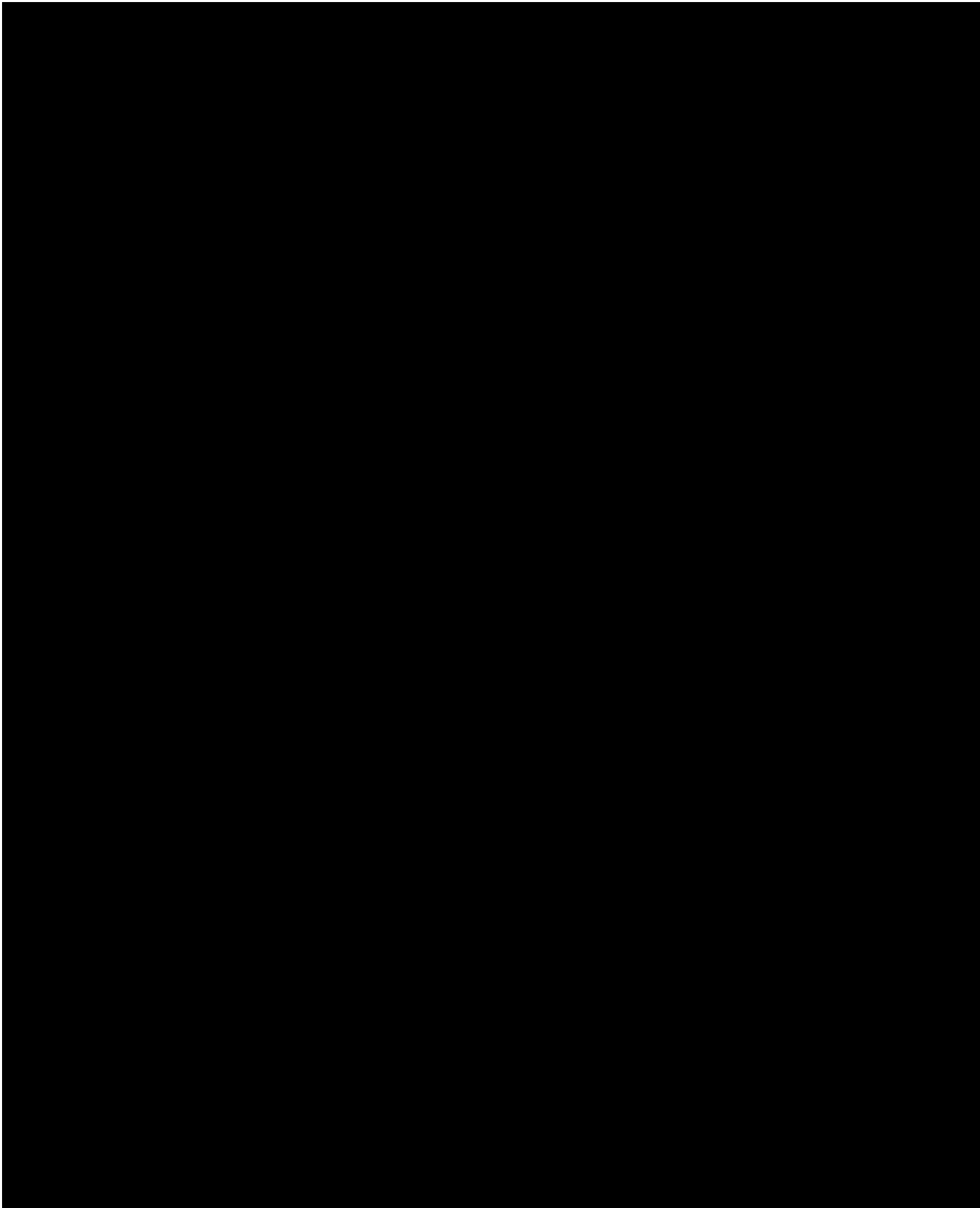


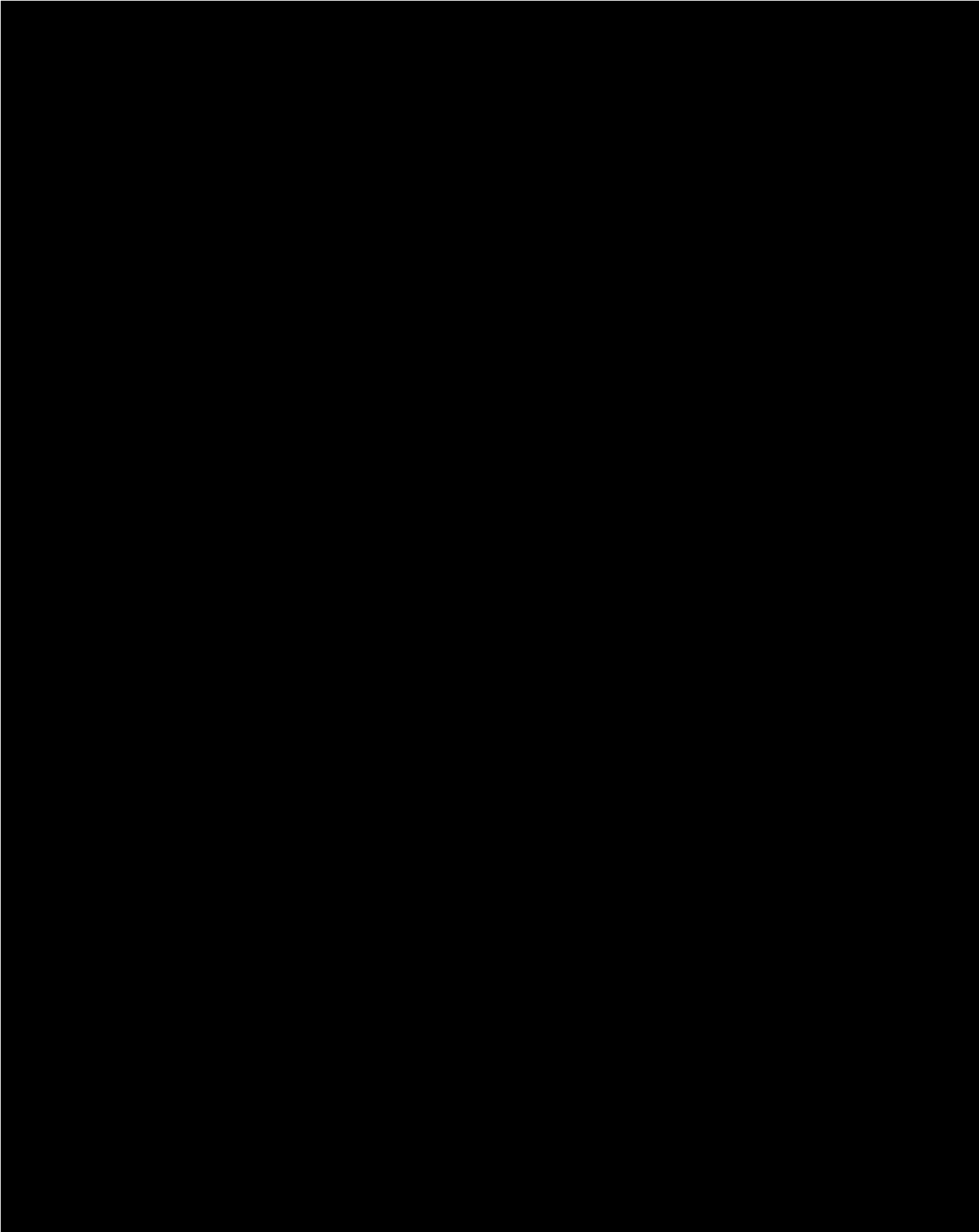


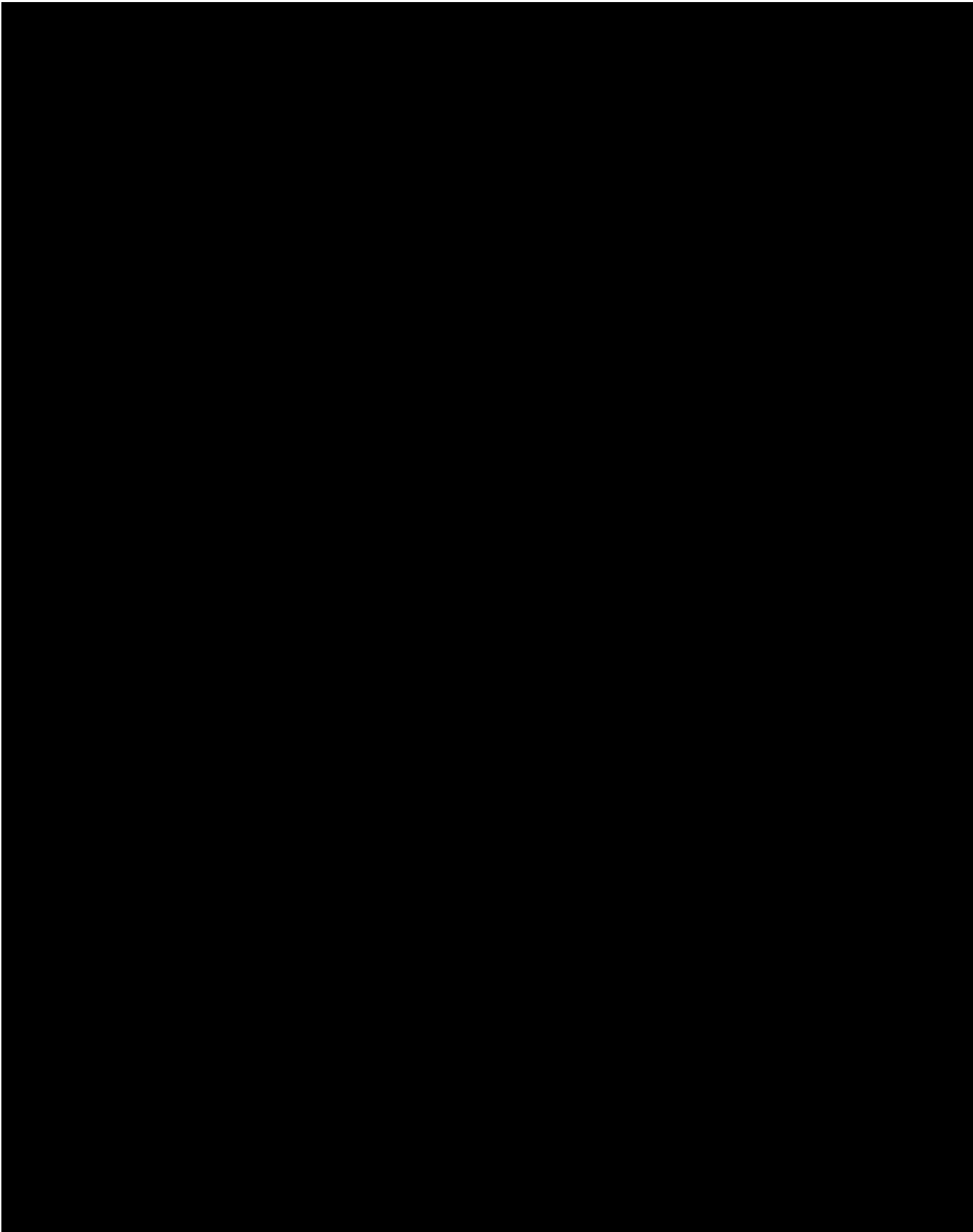


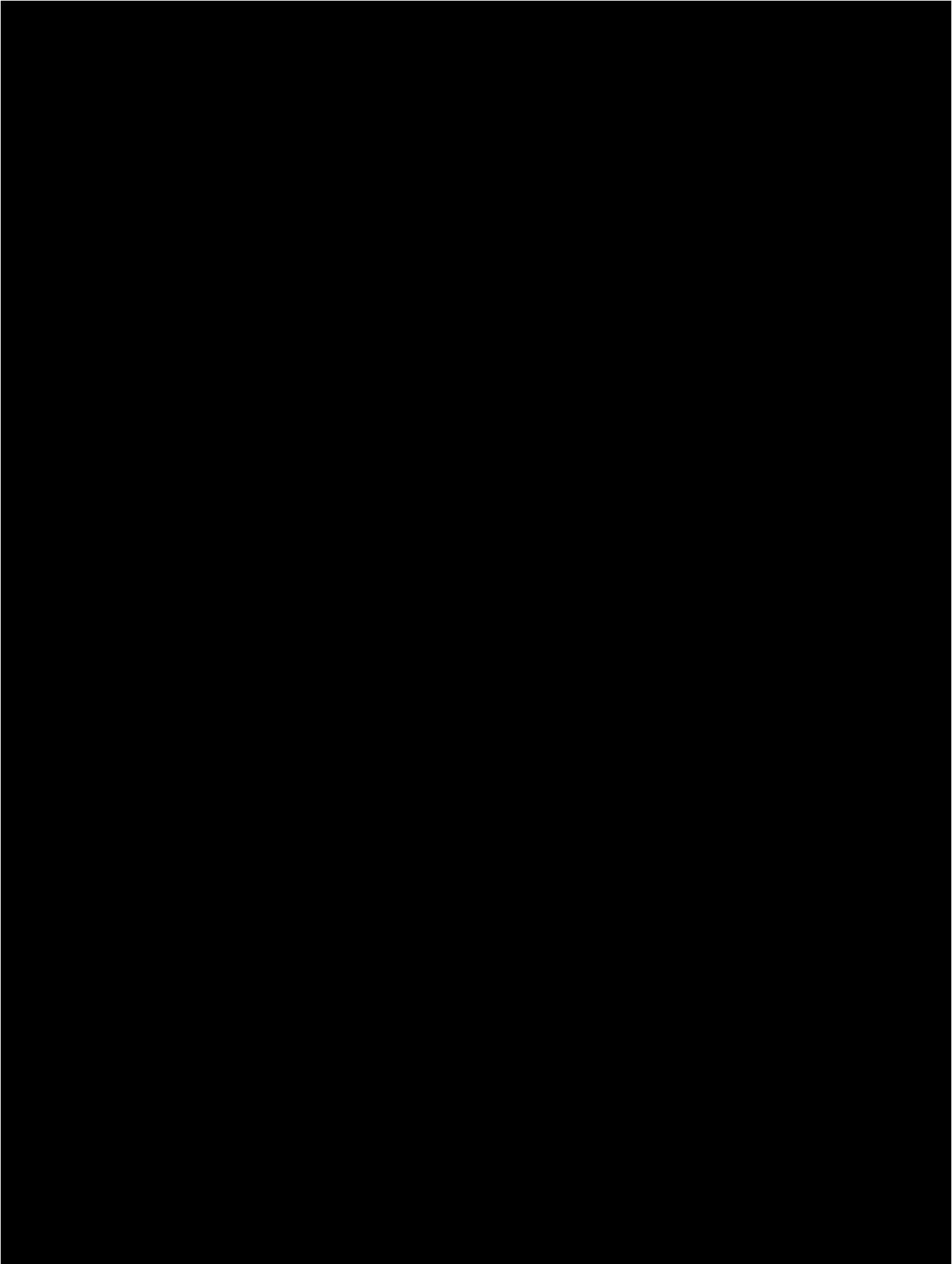


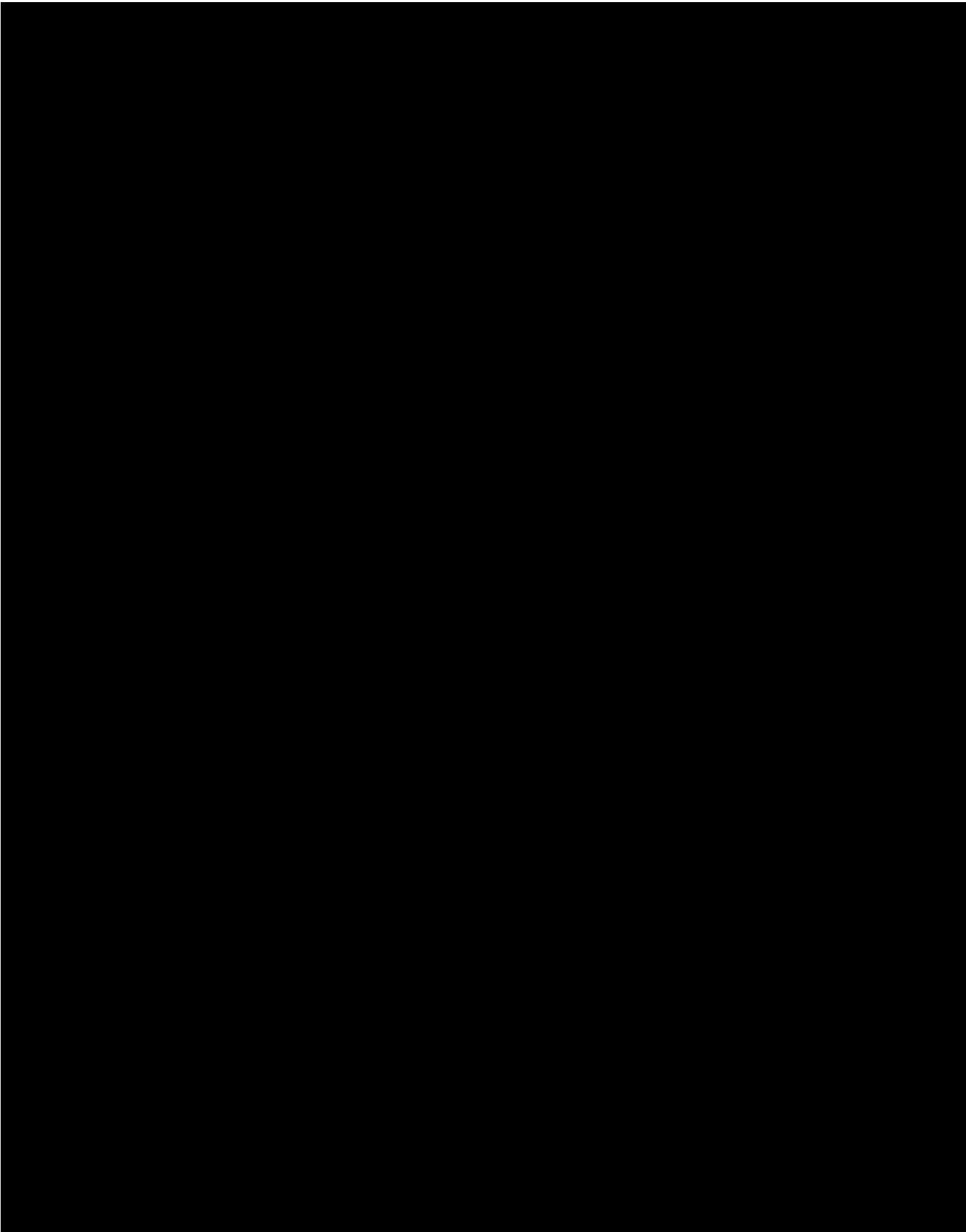


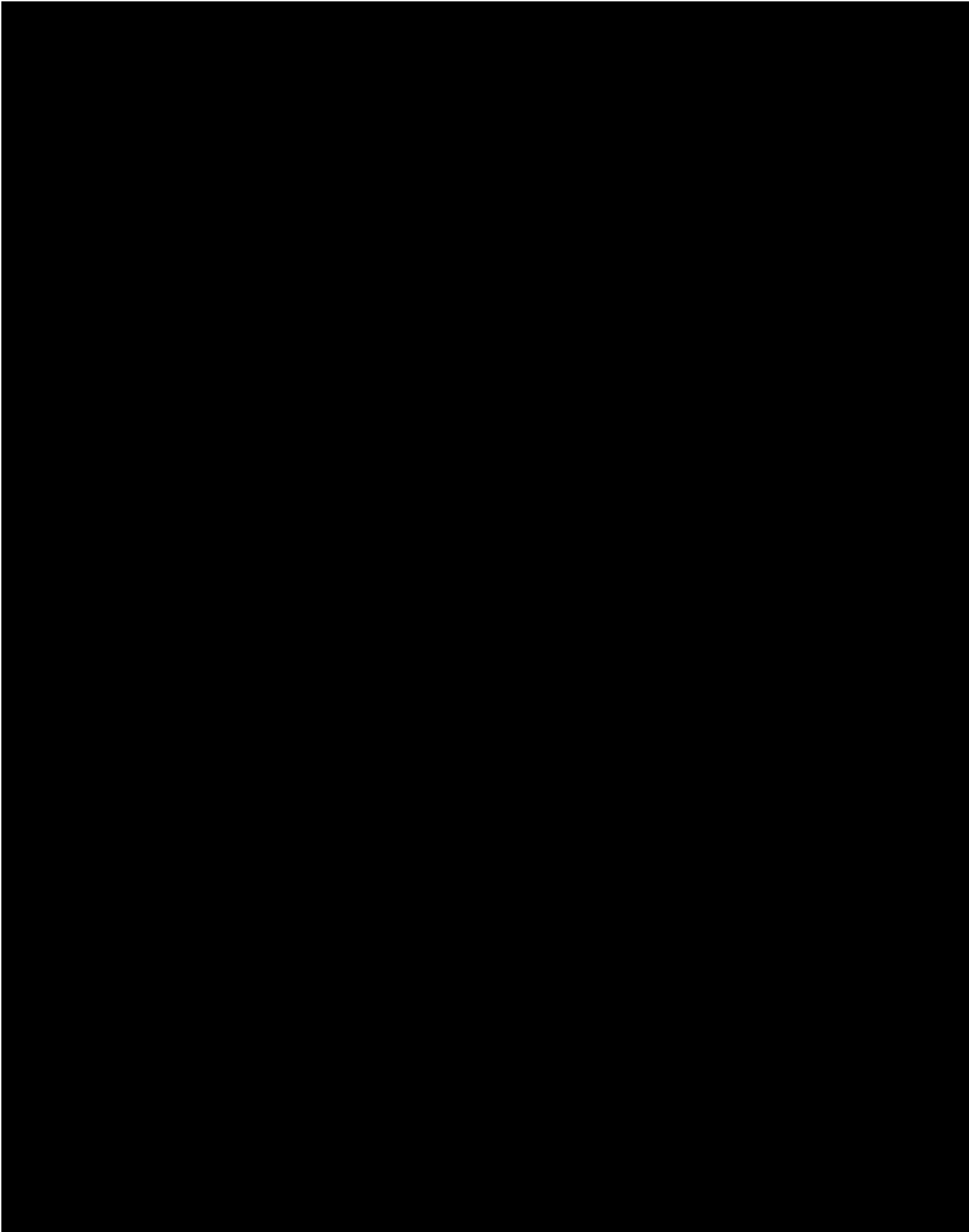


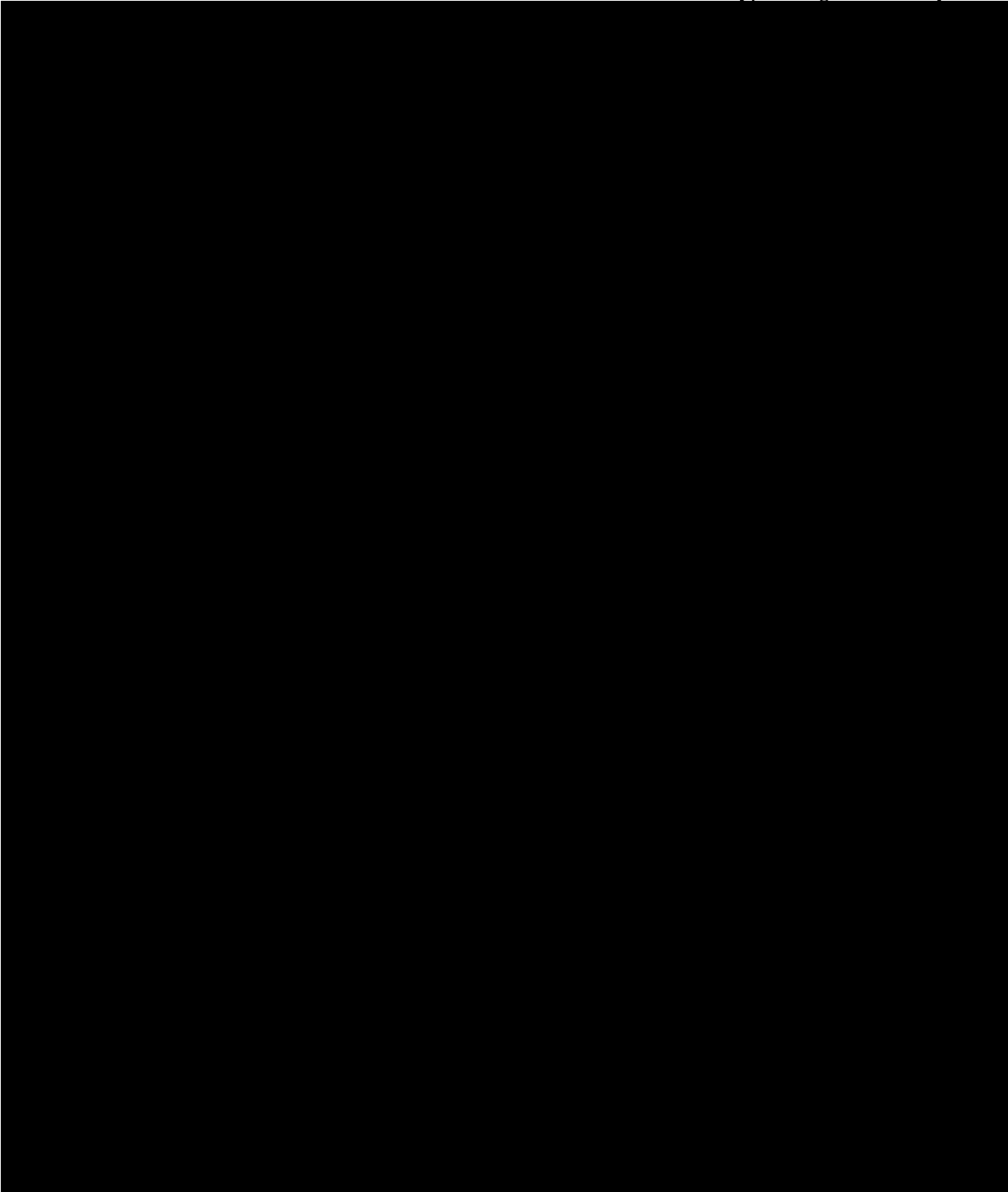












Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 20 – Policies and Procedures Manual

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 20 – Policies and Procedures Manual

Summary

The Company's Policies and Procedures are separated into Five (5) different sections.

CULTIVATION FACILITY POLICIES AND PROCEDURES

PROCESSING FACILITY POLICIES AND PROCEDURES

DISPENSARY FACILITY POLICIES AND PROCEDURES

SAFETY AND EMERGENCY PROCEDURES

FORMS – ALL FACILITIES

CULTIVATION FACILITY POLICIES AND PROCEDURES

This section is a comprehensive guide to cultivation practices used through the entire growth cycle of the cannabis plant for use as raw material in the making of Cannabis products. Processes and procedures are covered for each step of the cultivation pipeline, from seed-to-sale. The Company will primarily make use of cloning for consistency across genetic varieties of Cannabis, so that is covered first and in the most depth.

Cultivars will be selected for yield, resilience, dependability, and their ability to meet as many demands as possible for relief across the widest variety of qualifying conditions for qualifying patients. Seeds are germinated and rooted from another licensed Cannabis facility specializing in genetics. Selected cultivars from this facility will be used to grow mother plants from which cuttings can consistently be taken and produce precise, predictable results.

Cover next are best practices for harvest. Raw material is cut from the living plant and dried. Once outside of raw Cannabis material is dried, it is then cured for a length of time to draw out any remaining excess internal moisture. The raw Cannabis material is then trimmed. The trimmings are separated from the high-quality fruiting bodies, commonly referred to as "buds," of the raw material. Described throughout are quality control

measures designed to assure the highest quality of finished raw Cannabis material to be further processed into a concentrated raw form, and then subsequently manufactured into consumable Cannabis products for qualifying patients.

Adherence to Current Good Agricultural Practices cGAP will be observed by maintaining meticulous records of every process and procedure that is done through the growth cycle of cultivating raw cannabis material. Every step of the cycle is also recorded in the Statewide Seed-to-Sale Tracking system via unique tracking IDs.

Cultivating quality raw medical cannabis material requires quality controls to prevent contamination from pests, microbes, and fungi. This manual also covers Preventative Pest Management (PPM) procedures, equipment maintenance, environmental controls, and sanitation procedures.

As cultivation requires the fertigation of water that is very dense with nutrients, a strict irrigation schedule is implemented to ensure consistently measurable results in the production of raw medical cannabis material.

We keep logs and records of all processes and record all required activities, inventory, and movement of inventory in the Statewide Seed-To-Sale Tracking System.

PROCESSING FACILITY POLICIES AND PROCEDURES

This section is a comprehensive guide for the concentration of raw Cannabis material, and the ensuing processing, manufacturing, and packaging of medical Cannabis products for qualifying patients. We cover the policies and procedures for inventory control, handling of solvents, the concentration process from beginning to end, and the necessary internal controls to assure consistency throughout all processes.

Concentration is done using several methods depending on the desired end medical Cannabis product, and each is covered herein. Concentrated raw material is most safely made using water and ice. The Concentrated raw material may be at a consistency with which it is hard to manipulate for the manufacture of a Cannabis product. In these cases, concentrated raw material can be further refined using a hydraulic-operated shop press with a timer and heated plates. Sometimes, starting raw material will be immature and

inadequate for concentration using water and ice. A solvent can be used to strip the active medical compounds from the raw material. The solvent is purged, recovered, and reused in the next cycle. Lastly, for some products, a whole plant concentrate of the raw material is desirable. In this case, only the solvent will be purged from the concentrated raw material, and all of the remaining compounds allowed to stay regardless of their known pharmacological properties.

Regardless of process used to concentrate the raw material, detailed procedures are described for how to record the production pipeline in the Statewide Seed-to-Sale tracking system across all steps of each process.

Detailed internal controls covered in this section are used to measure and record all activities that are necessary to produce concentrated raw Cannabis material and the production of allowable medical cannabis products for qualifying patients. Environmental controls and proper handling and storage of solvents are also covered. Safety is always of utmost importance. Preventative measures are covered. Instructions are included for the handling of adverse events most common with solvents and concentration facilities.

DISPENSARY FACILITY POLICIES AND PROCEDURES

The dispensing facility is where registered qualifying medical Cannabis patients receive their medical Cannabis products. Covered are best practices for the receiving of medical cannabis products, including specifics on where it is to be checked and counted, areas where transport drivers are allowed to park and offload, and how to input the receipt of the products by the dispensing facility into the Statewide Seed-to-Sale tracking system. Also detailed are cash handling procedures, including the storage logistics and the regular pick-up of cash by an armored service. Procedures are described for vetting potential entrants to the facility to ensure they are qualified medical Cannabis patients and their entry is allowable, including detailed steps on their entry points, barricades to their entry onto the sales floor, locations for them to wait while their qualified patient status is verified, and what to do in the case of a sudden surge in foot traffic. The point of sale system, limited access to the cash wrap, and retail flow are described in depth. Inventory control is also detailed, including the regular auditing and counting of on-hand products,

proper storage and logging for defective products, and proper waste / disposal for defective products. Opening and closing procedures for the dispensing location are given particular attention, with an eye to security of personnel / staff, compliance, and best practices for securing product vault.

SAFETY AND EMERGENCY PROCEDURES

Due to the federal scheduling of Cannabis as a Schedule 1 Controlled Substance, dispensing locations are not allowed to use credit card or debit card transactions despite their high retail volume. Therefore, there is often a large quantity of cash on hand, as well as high-valued inventory. Security is important, not just for asset protection, but for the safety of staff and qualifying patients. Strict security protocols are described, such as the number of dedicated security personnel required for safety and compliance, camera coverage, and the presence of a dedicated security guard at all times when dispensing location has people inside of it.

There are environmental issues to consider in the cultivation and production of medical cannabis products. This section also includes in more detail how to handle all potential adverse events, including chemical spills, fire evacuations, gas leaks, and medical emergencies. OSHA compliance and required signage throughout all facilities is also covered.

FORMS – ALL FACILITIES

This section includes the forms used throughout the cultivation, production, and dispensing of medical cannabis products. It includes forms, logs, and checklists used in the daily, weekly, monthly, and annual operations of all facilities under the integrated facility license.

Table of Contents

CULTIVATION FACILITY POLICIES AND PROCEDURES8

CLONING9

TRANSPLANTING20

GENETIC EVALUATION.....26

RECEIVING CLONES & CUTTINGS.....33

GERMINATING SEEDS.....37

POT WASHING48

PRUNING.....51

GROW MEDIA SAMPLE57

HARVEST63

NUTRIENT STOCK TANK REFILLING69

PREPARATION OF PLANTS FOR DRYING.....73

DRYING80

CURING85

TRIMMING90

MACHINE DRY TRIM.....96

POST HARVEST VISUAL QUALITY CONTROL CHECK102

MOISTURE ANALYSIS106

PACKAGING111

LABELING117

GENERATING A SALES ORDER122

PREPARING AN ORDER126

THIRD PARTY TESTING134

PEST SCOUTING.....139

BCA APPLICATION.....142

PESTICIDE MIXING & APPLICATION.....146

ODOR CONTROL154

RECEIVING VISITORS158

GENERAL SANITATION.....162

ACID STOCK TANK REFILLING176

CULTIVATION INVENTORY AUDIT181

PLANT WASTE DISPOSAL.....187

PH PEN CALIBRATION195

SCALE CALIBRATION.....197

IRRIGATION SOLUTION SAMPLING202

SEED PURCHASES RECORDS206

SALES ORDER207

NOTIFICATION OF RECALL208

PROCESSING FACILITY POLICIES PROCEDURES.....214

RECEIVING VISITORS	215
ODOR CONTROL	218
LIQUID PETROLEUM GAS (LPG) TRANSFER	220
PURGIN RESIDUAL SOLVENTS	225
PACKAGING AND LABELING.....	227
WINTERIZATION	233
DECARBOXYLATION	236
CHEMICAL STORAGE	241
THERMOMETER OPERATION	245
POST EXTRACTION VISUAL QUALITY CONTROL CHECK	248
GENERAL SANITATION.....	252
NON-CANNABIS INGREDIENT STORAGE AND HANDLING	260
INVENTORY AUDIT.....	267
INVENTORY STORAGE CONDITIONS & ACCESS.....	273
RECEIVING CANNABIS INVENTORY	279
PRODUCT DISPOSAL	285
RENDERING CANNABIS & NON-CANNABIS WASTE.....	289
WASTE PRODUCT QUARANTINE	294
SCALE CALIBRATION.....	299
PREPARE FOR TRANSPORTATION PROCEDURES	302
PEST CONTROL PROGRAM.....	307
DAILY OPENING CHECKLIST	311
MANAGER DAILY CHECKLIST	312
CO2 TRANSFER LOG	313
LPG TRANSFER LOG.....	315
PRODUCT SAFETY & QUALITY SELF-INSPECTION	316
EXTRACTION MATERIAL WASTE CONSOLIDATION LOG.....	317
CHIPPER/GRINDER WASTE DESTRUCTION LOG	318
PACKAGING CHECKLIST.....	320
INCOMING PRODUCT INSPECTION FORM	322
RECEIVING CANNABIS INVENTORY LOG	325
SCALE CALIBRATION LOG	327
BATCH YIELD RECONCILIATION LOG	328
PEST ACTIVITY LOG	329
CHEMICAL INVENTORY LOG	330
PRODUCT HANDLING LOG	332
PRODUCT HANDLING AREA SANITATION LOG	333
PRODUCT HOLDING CONTAINER/TOOLS/EQUIPMENT SANITATION LOG.....	334
EQUIPMENT CALIBRATION CHECKLIST	336
EXTRACTION TRACKING LOG	338
EQUIPMENT MAINTENANCE LOG	343
END OF DAY WASTE DISPOSAL CHECKLIST	344
CHEMICAL SPILL.....	346
RECALL: NOTIFICATION TO DISPENSARIES.....	352

FACILITY INSPECTIONS.....358

DISPENSARY FACILITY PROCEDURES.....363

VISITOR PROCEDURES364

VISITOR LOG.....369

CASH DROP PROCEDURES370

CLIMATE AND ENVIRONMENTAL CONTROL PROCEDURES.....377

PRODUCT RECALL PROCEDURES385

RETURNED MEDICAL CANNABIS PRODUCTS.....402

MEDICAL CANNABIS PRODUCT DISPOSAL.....408

DISPENSARY OPENING PROCEDURE414

DISPENSARY CLOSING PROCEDURE419

RETAIL ACCESS, ID VERIFICATION, & TRAFFIC.....425

RETAIL SALES439

INVENTORY MANAGEMENT451

RECEIVING/INVENTORY INTAKE461

INVENTORY INTAKE FORM.....477

INVENTORY RECONCILIATION AND AUDITING479

SAFETY AND EMERGENCY PROCEDURES – ALL FACILITIES487

EMERGENCY ACTION PLAN488

CHEMICAL SPILL.....502

FIRE DRILL EVACUATION PROTOCOL512

FIRE DRILL EVACUATION SHEET519

GAS LEAK EVACUATION520

SIGNAGE AND COMPLANCE.....523

FACILITY INSPECTIONS.....527

OSHA HAZARD COMMUNICATION.....531

MEDICAL EMERGENCY PROTOCOL RESPONSE540

POWER OUTAGE.....544

THEFT AND ROBBERY549

FORMS – ALL FACILITIES559

INCIDENT REPORT LOG560

ADVERSE EFFECT INVESTIGATION FORM.....567

FIRE DRILL REPORT569

STATE-MANDATED FACILITY INSPECTION FORM.....571

ANNUAL MOCK RECALL TEST RECORDS.....573

EYE WASH STATION CLEANING LOG.....575

CLEANLINESS LOG576

INSPECTION REPORT RESPONSE FORM.....581
DAILY OPENING CHECKLILST583
ANNUAL CHECKLIST.....584
END OF DAY WASTE DISPOSAL CHECKLIST585
WEEKLY SANITATION CHECKLIST587
CHIPPER/GRINDER WASTE DESTRUCTION LOG593
HARVEST SCHEDULE.....594
TRIM SCHEDULE LOG595
GROW MEDIA SAMPLE LOG.....597
CHEMICAL INVENTORY CHECKLIST598
PH/EC CALIBRATION SOLUTION LOG599
EQUIPMENT CALIBRATION CHECKLIST600
TEMPERATURE & HUMIDITY CHECKS602
TOXIC SUBSTANCE AND CLREANING PRODUCT INVENTORY603
CANNABIS PRODUCT DISPOSAL LOG.....603
VAULT ROOM ACCESS LOG.....604
MANAGEMENT DAILY CHECKLIST605
COMPLAINTS FORM608
ADVERSE EVENT INVESTIGATION FORM610
CONTACTING A REGULATORY AGENCY.....612

Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 21 - Production and Manufacturing Process

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

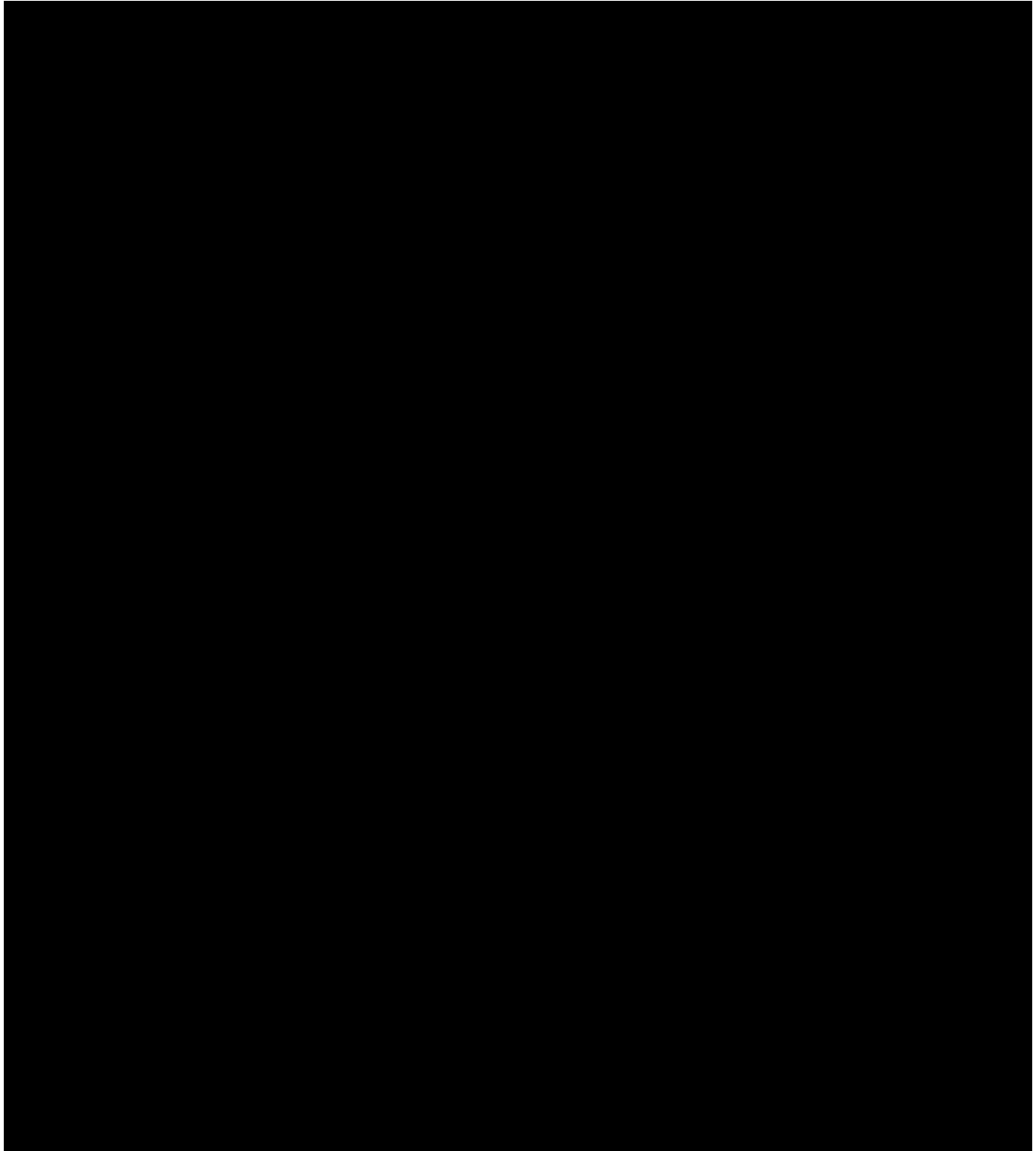
Title of Verifying Individual

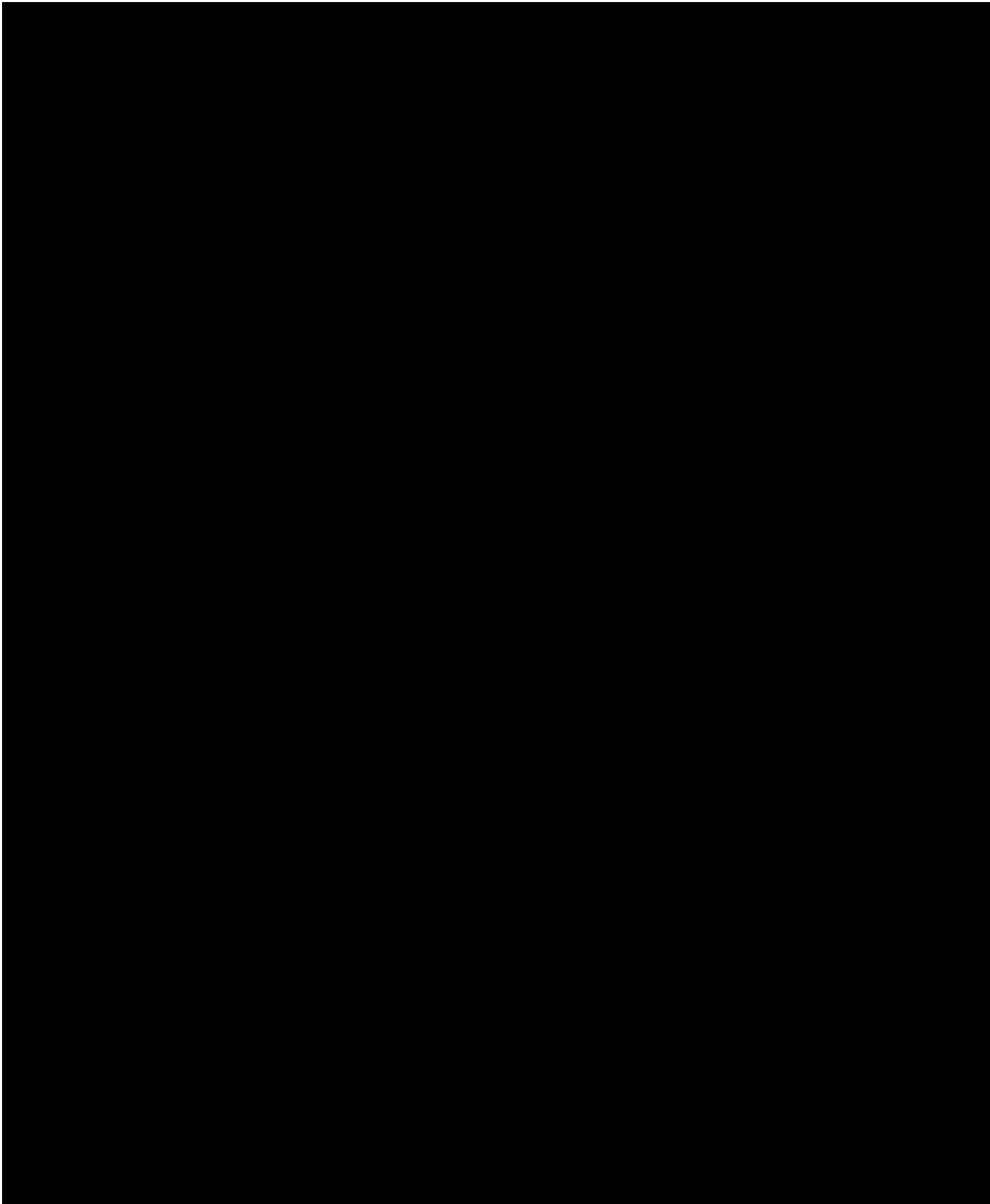
December 30, 2022

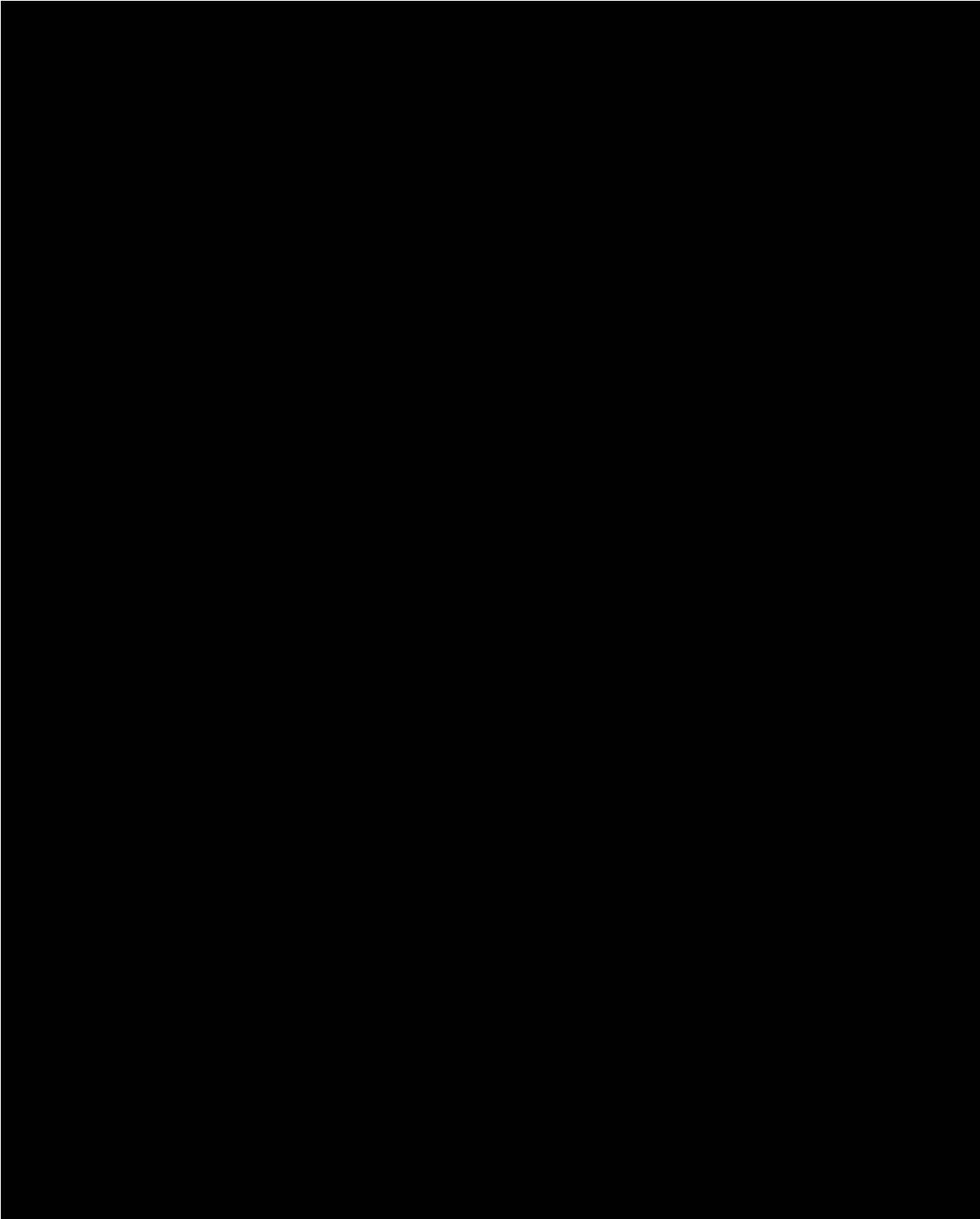
Verification Date

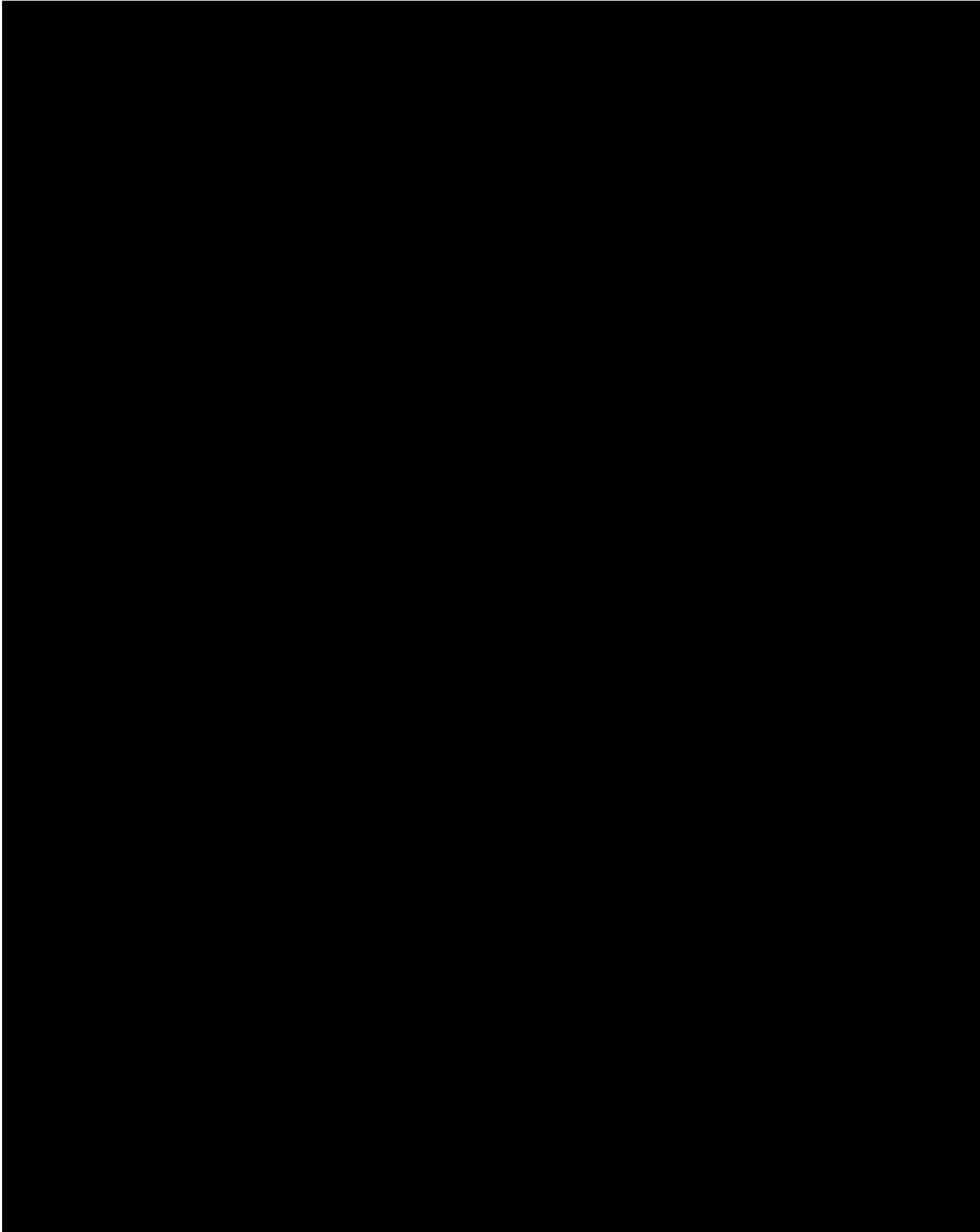
Exhibit 21 – Production and Manufacturing Process

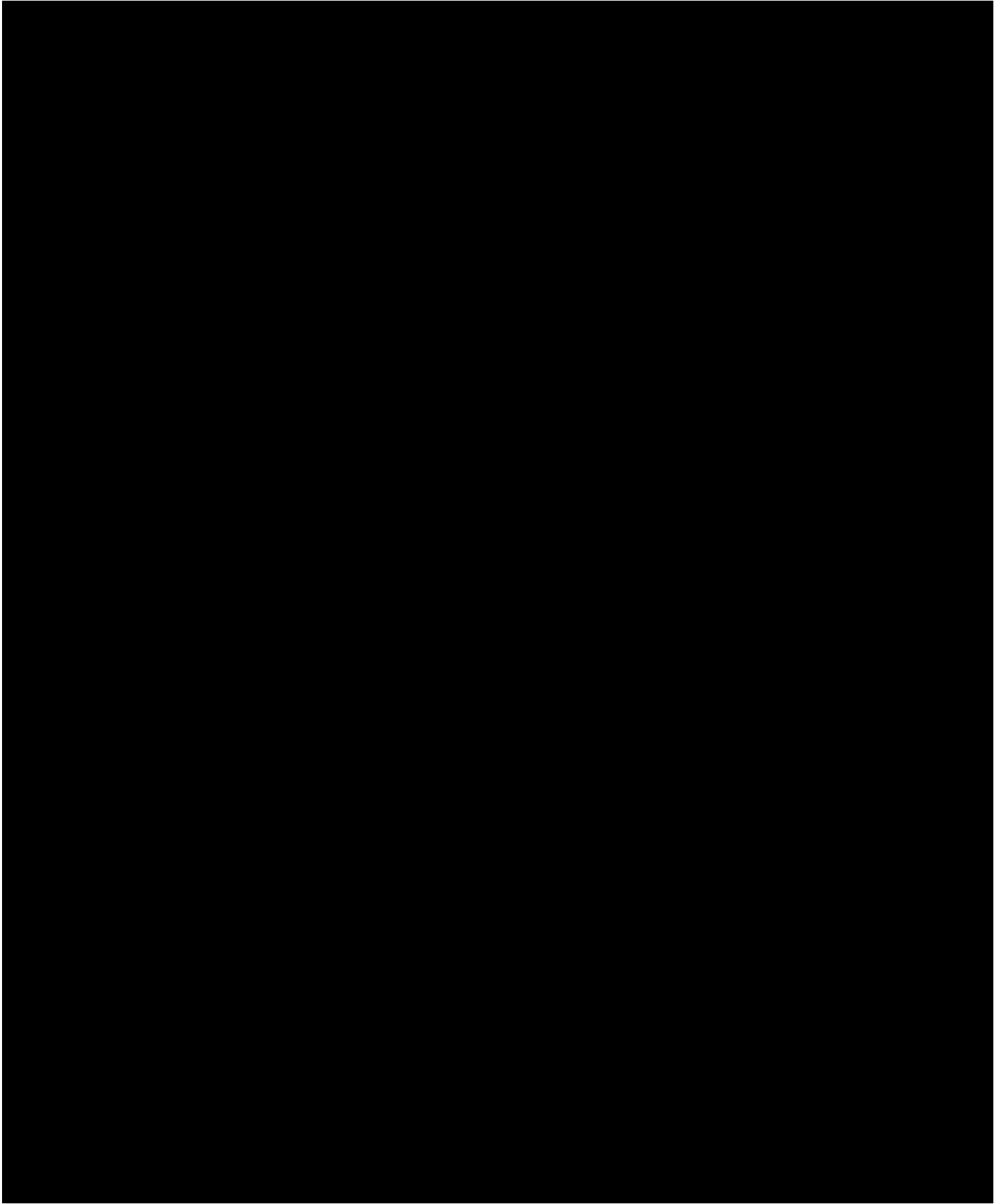
Section 21.1: Identify which of the approved types of medical cannabis will be produced at each facility where cannabis is to be processed.

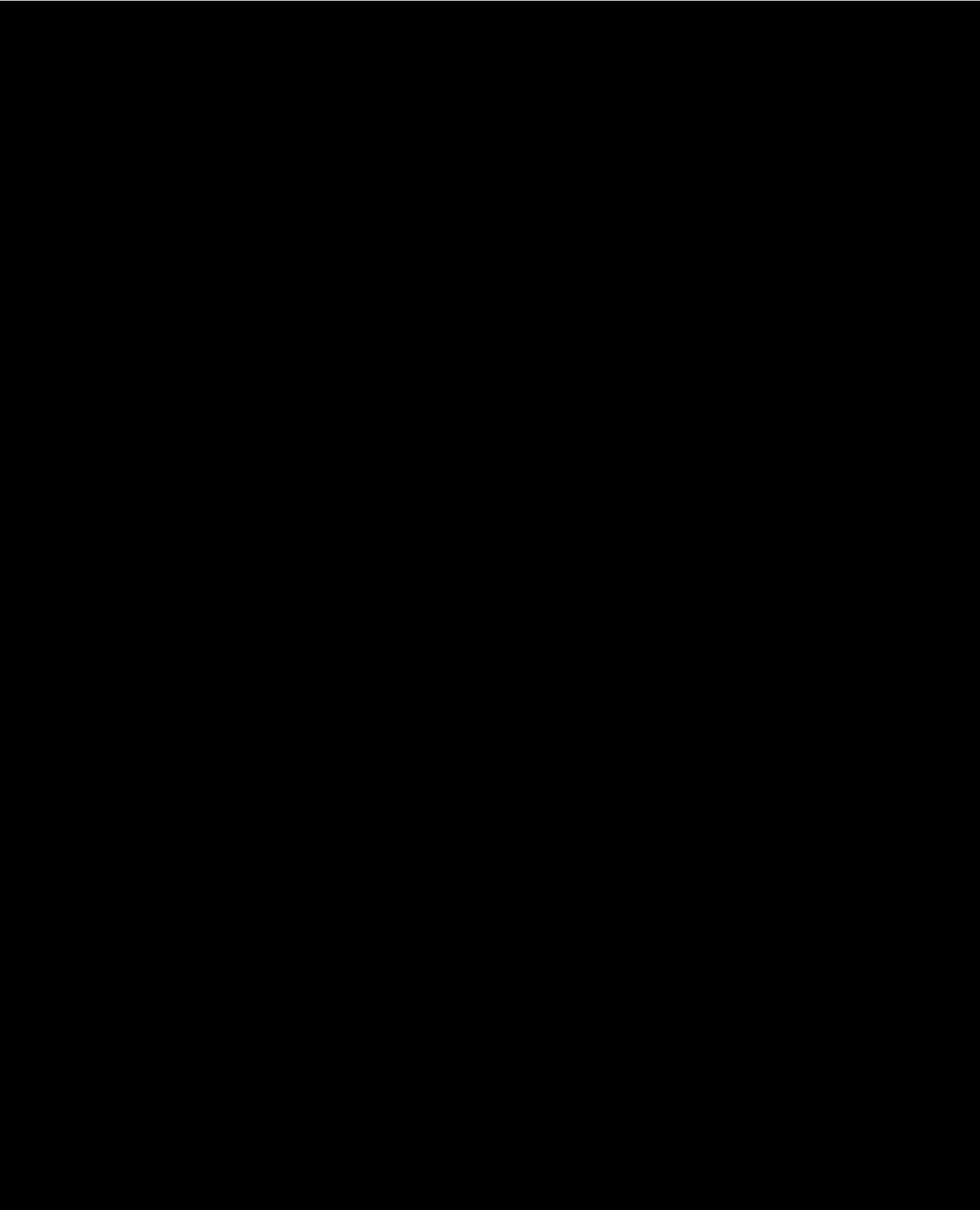


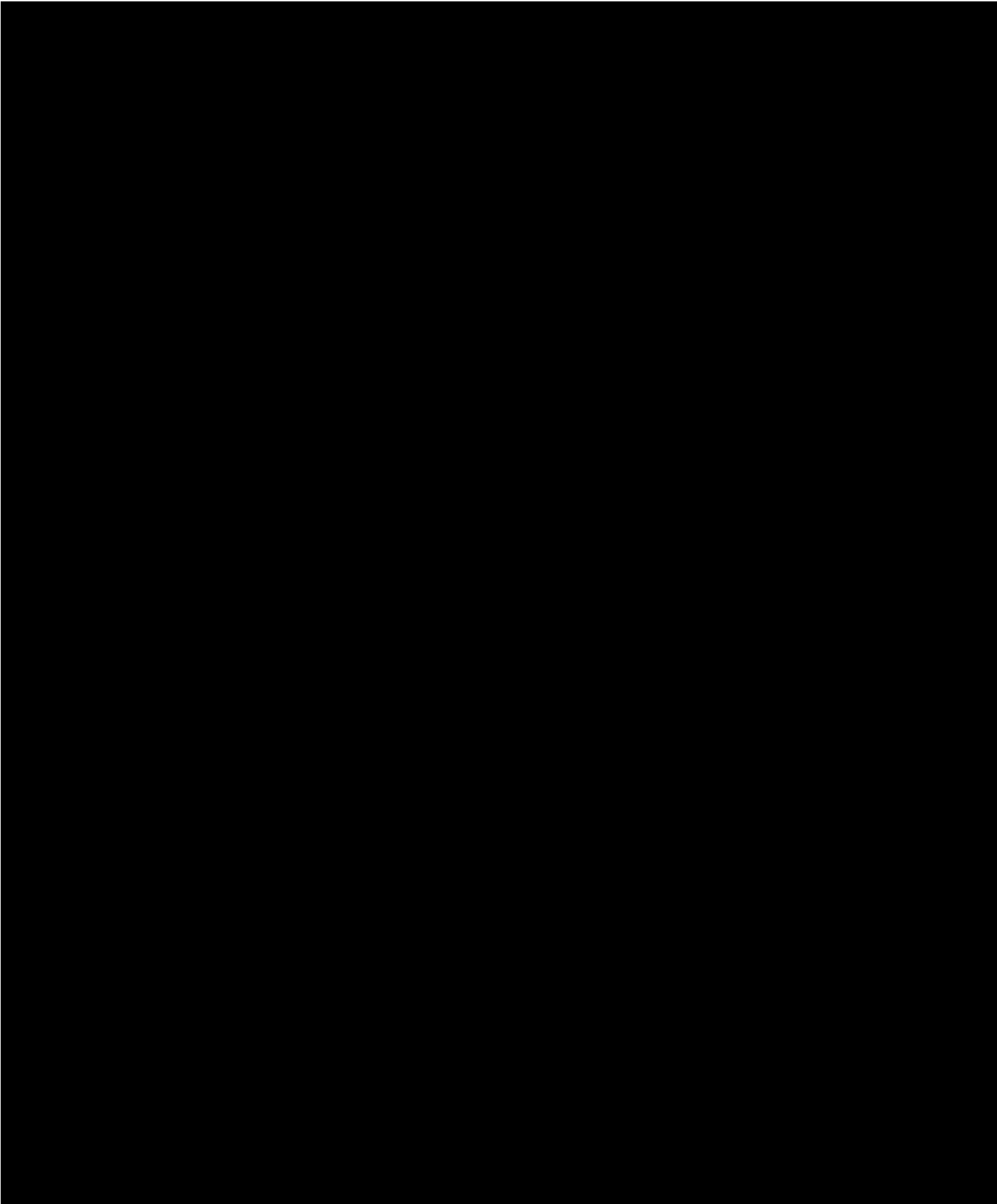


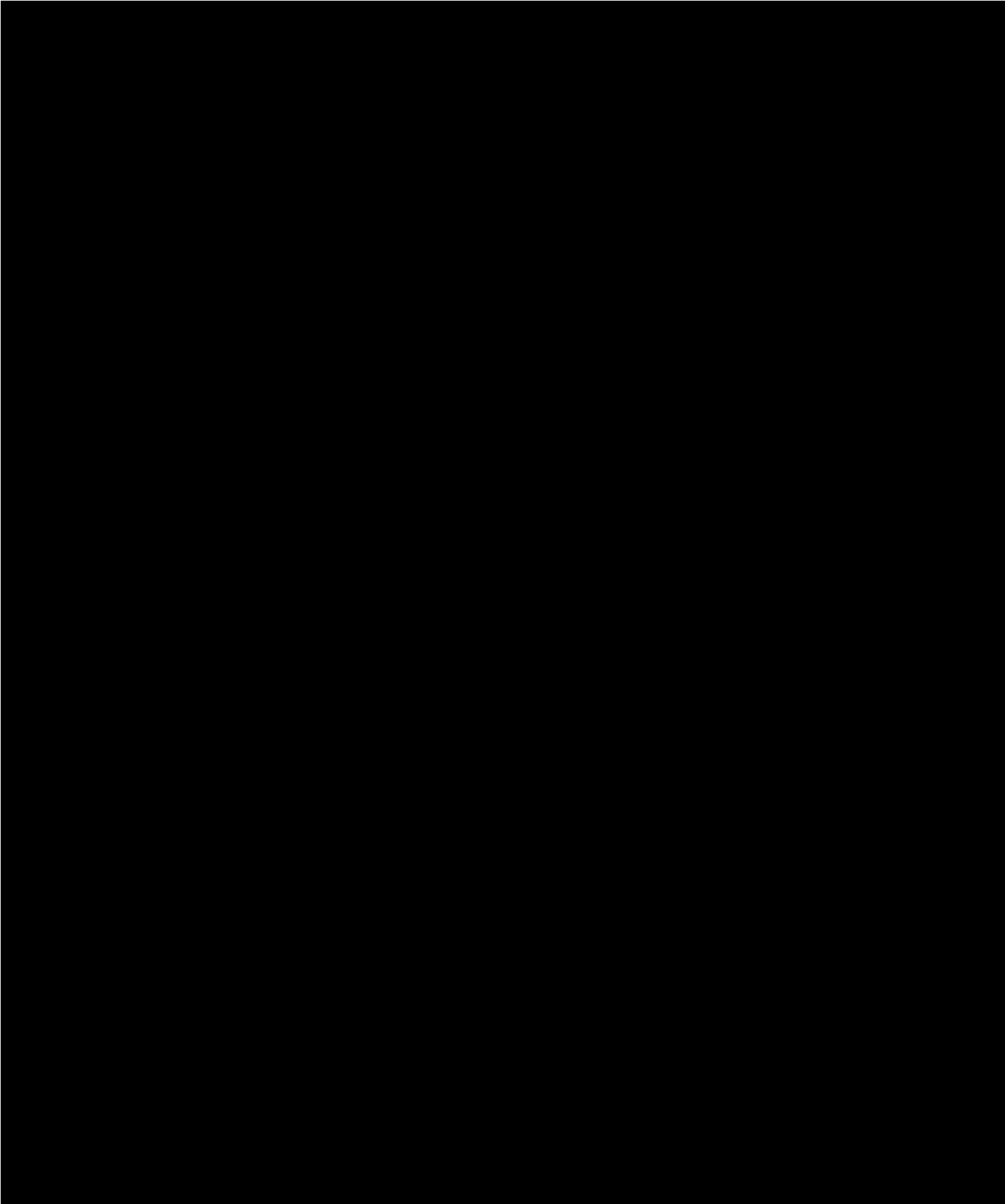


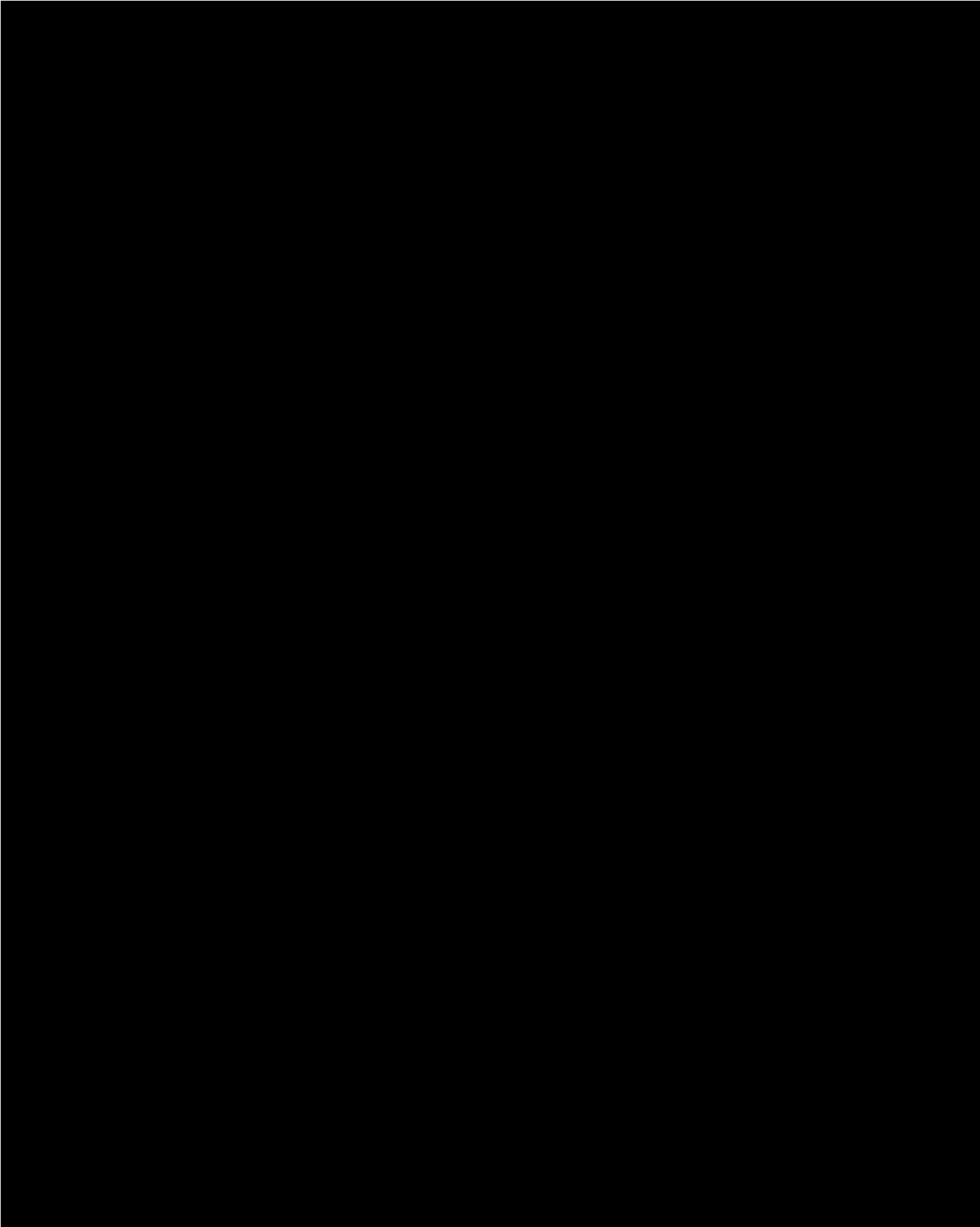


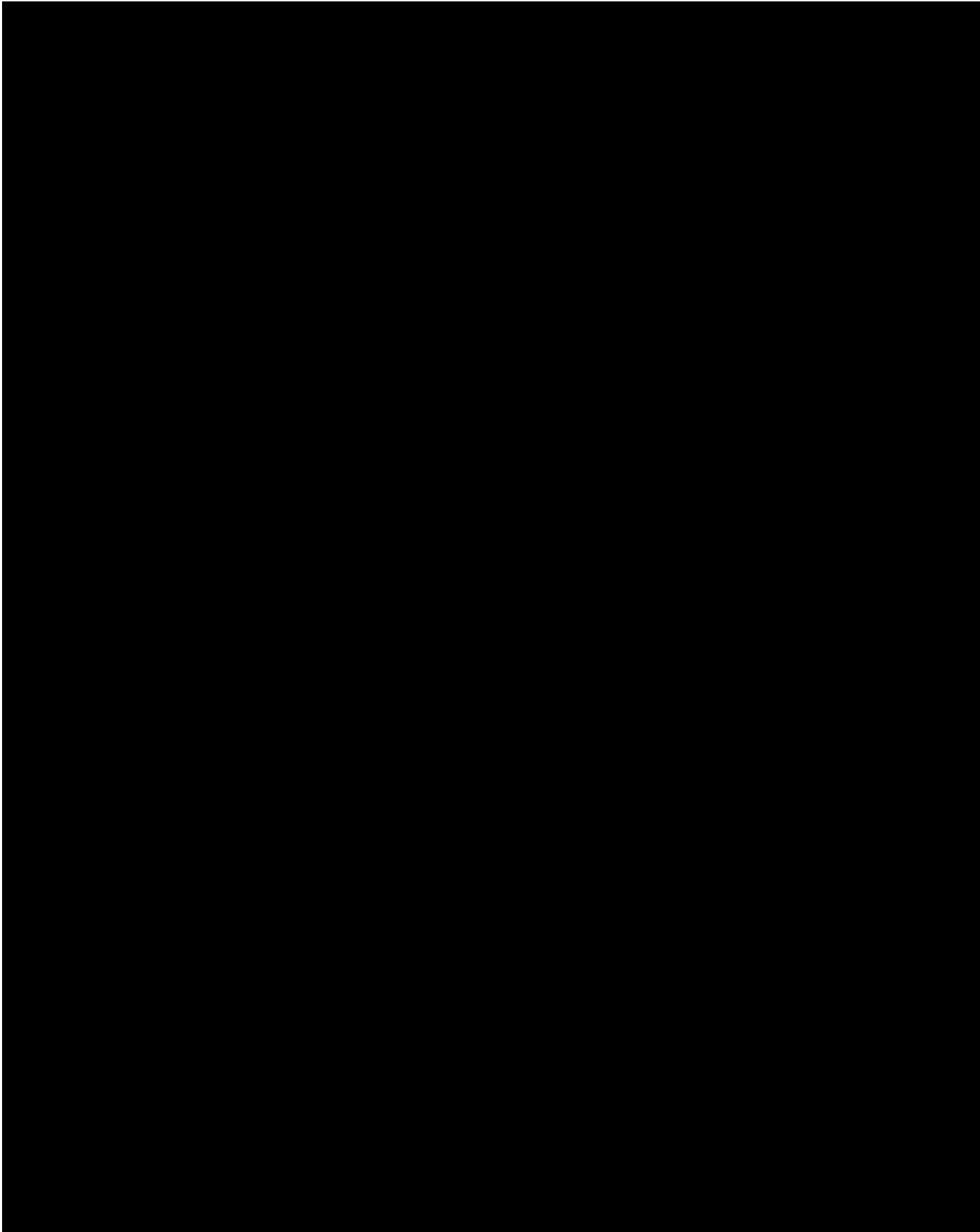


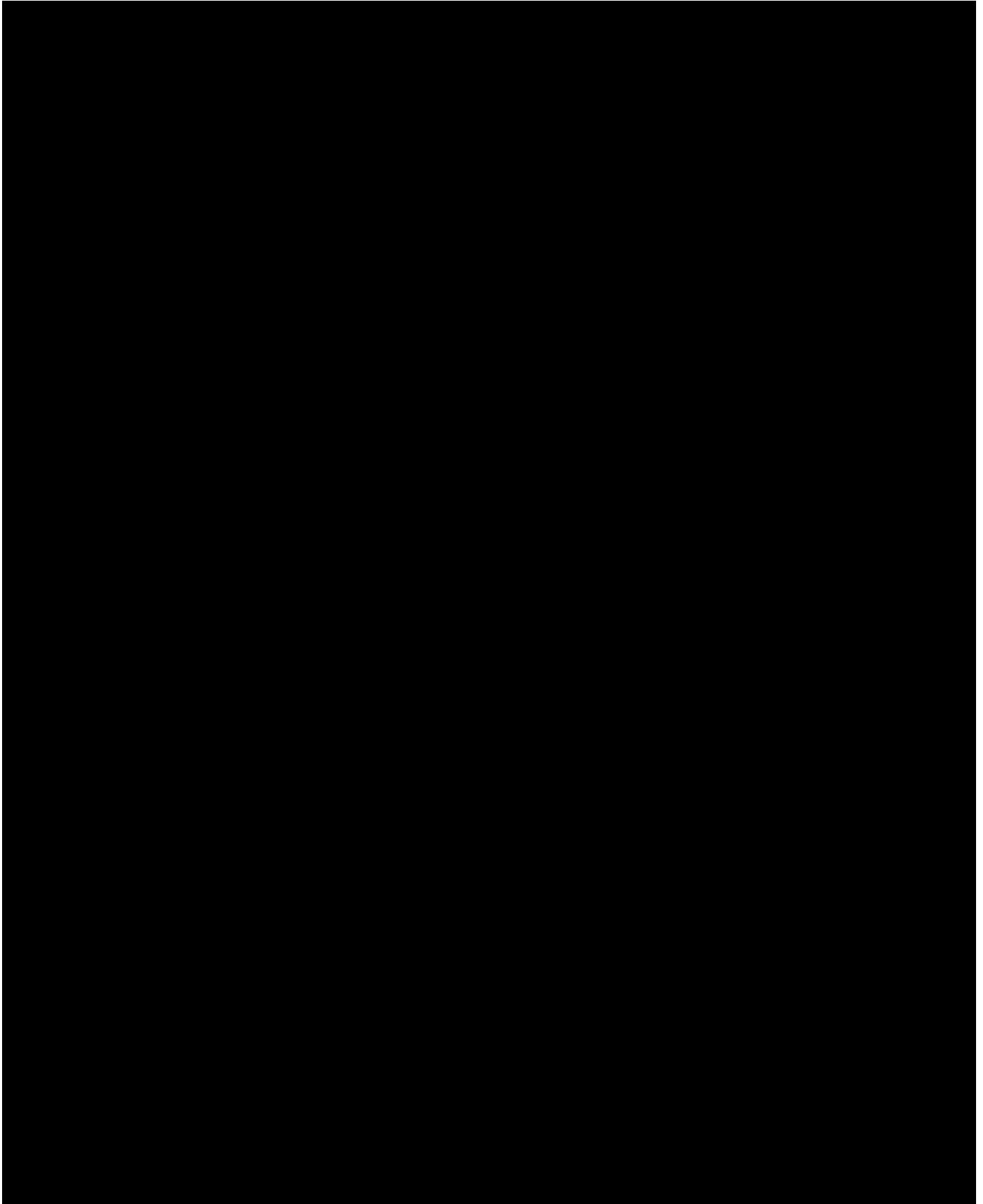


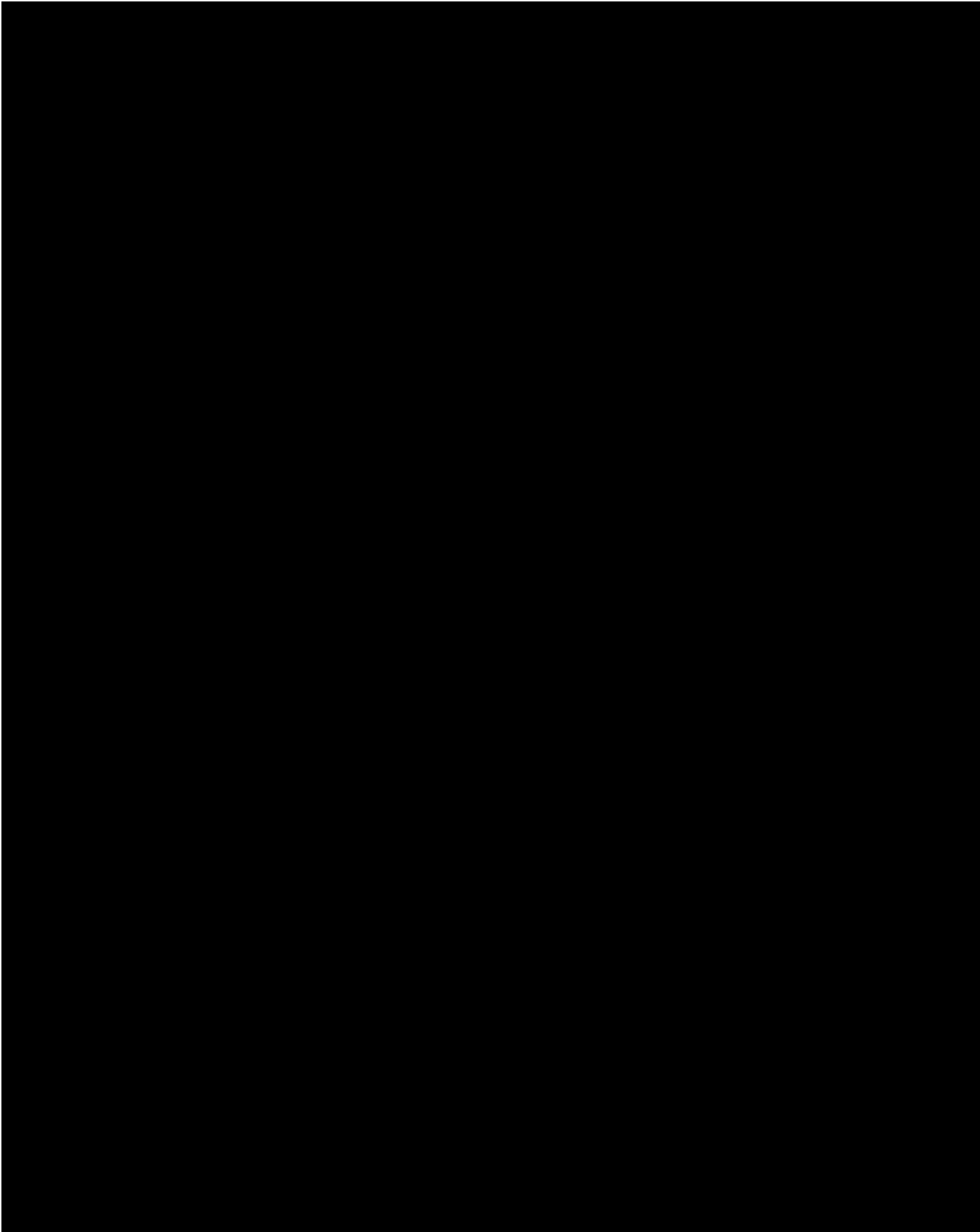






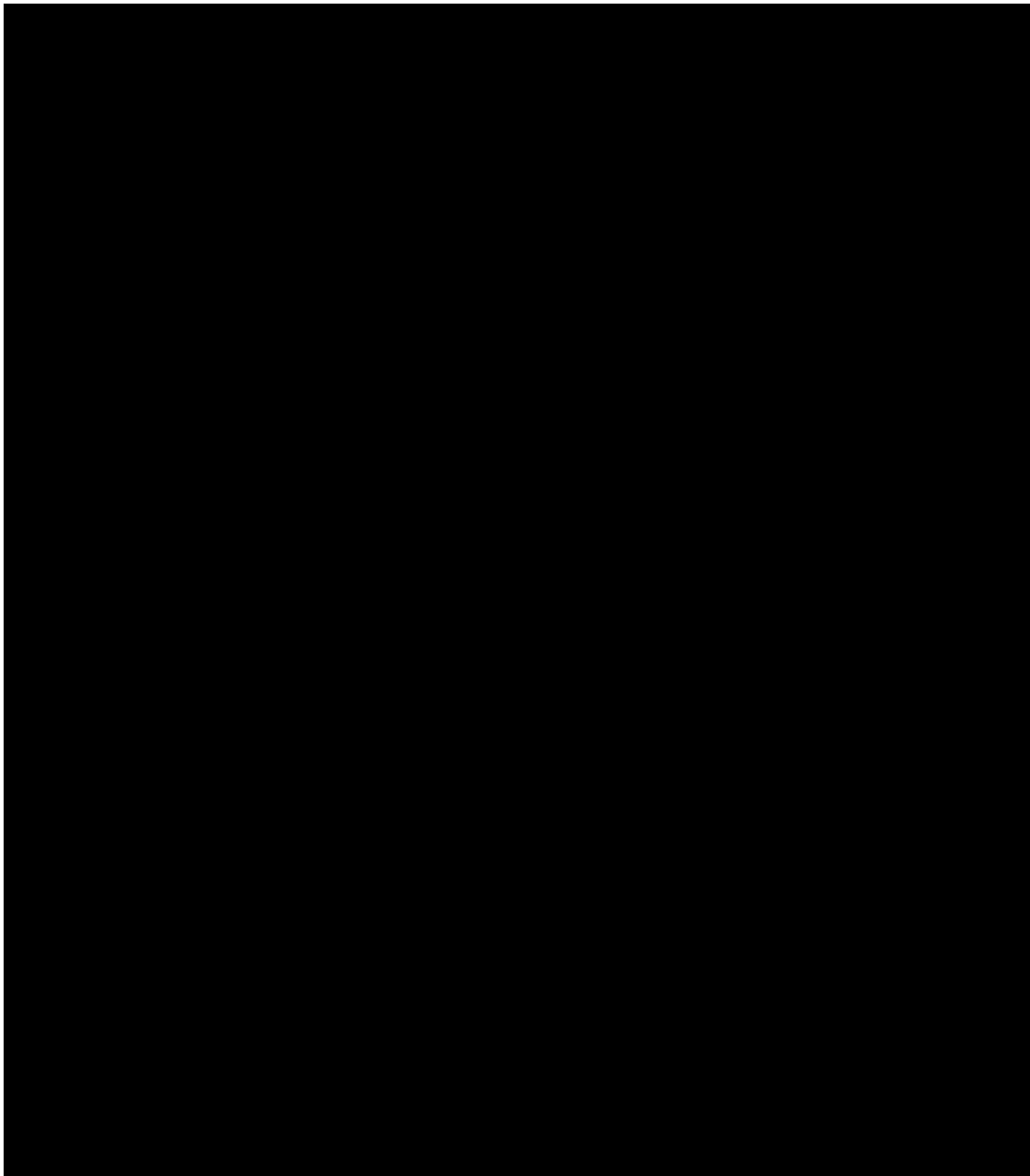


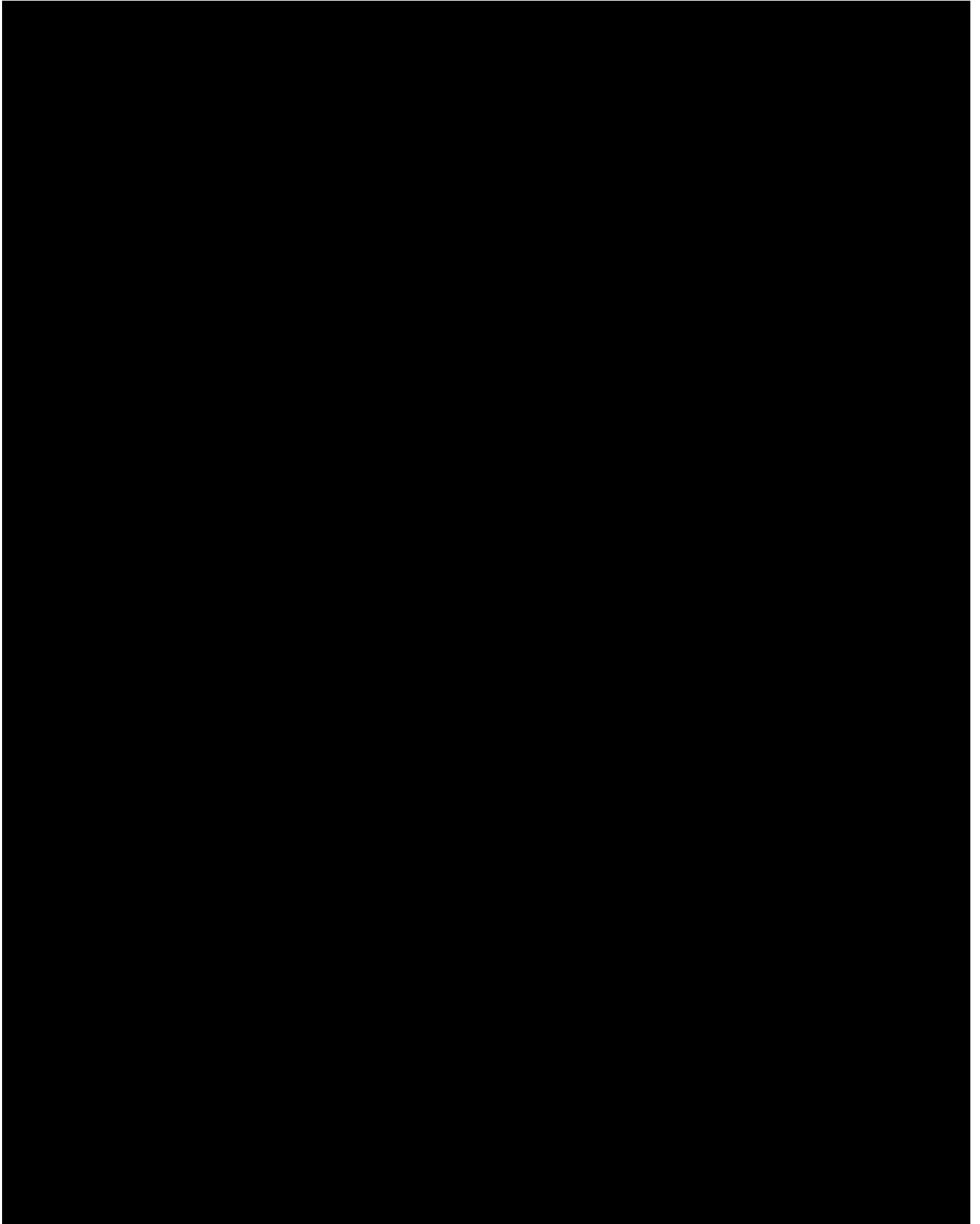


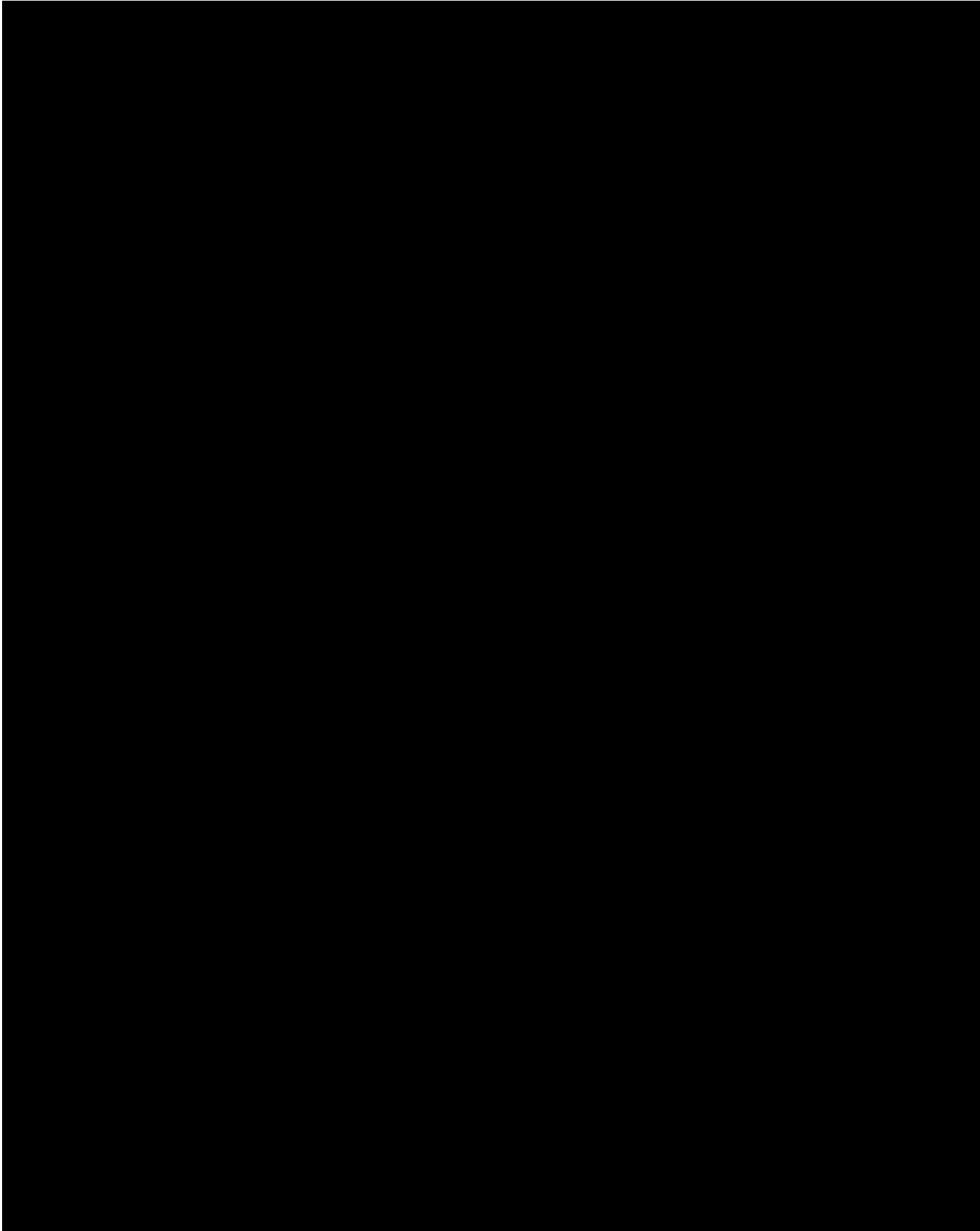


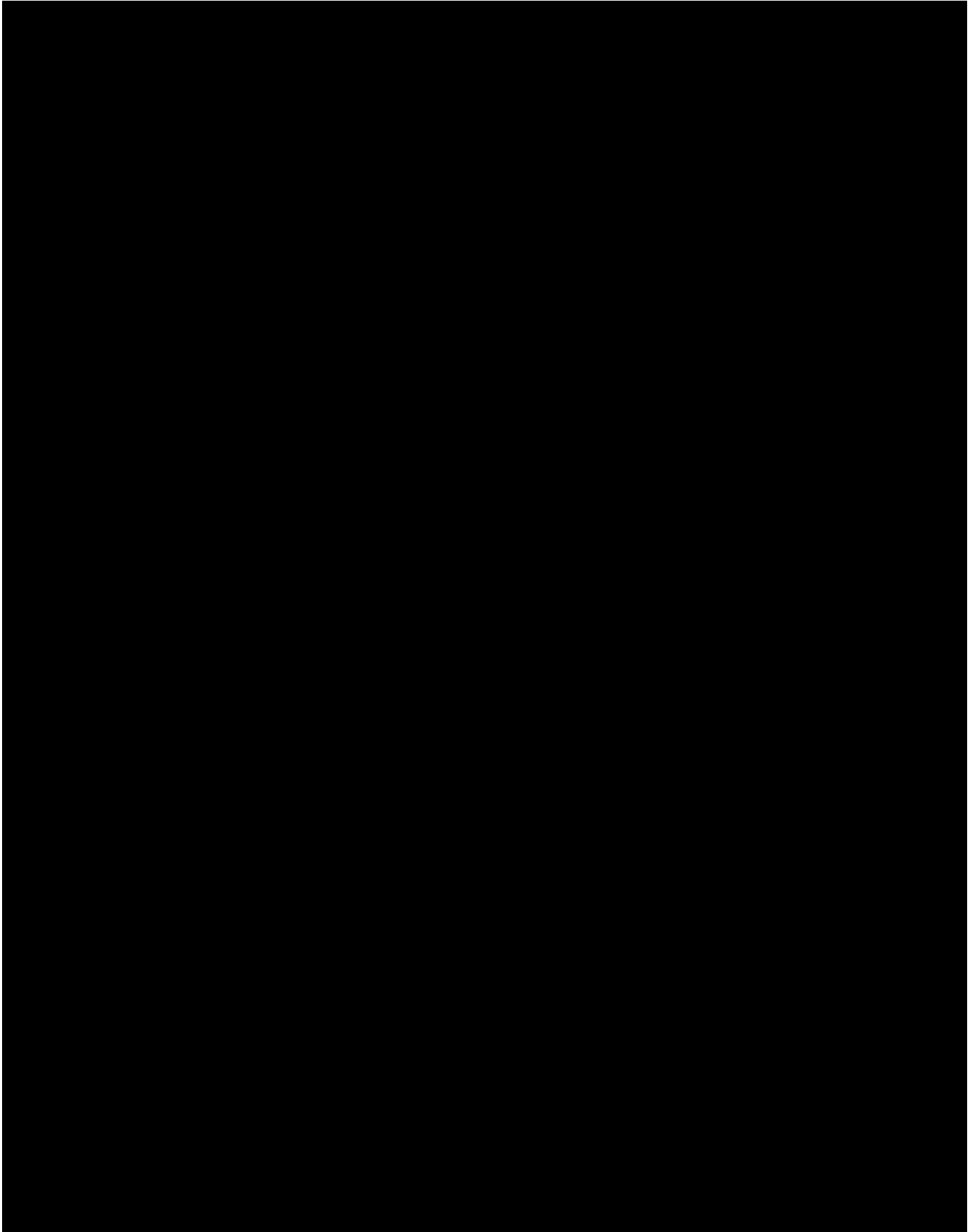
Section 21.3: Provide a professionally-rendered blueprint (or professionally rendered floorplans or schematics) showing which portions of each of its facilities are ascribed to a particular phase or department of integrated production – cultivation, processing, transporting, and dispensing (or, as applicable, none of the foregoing).

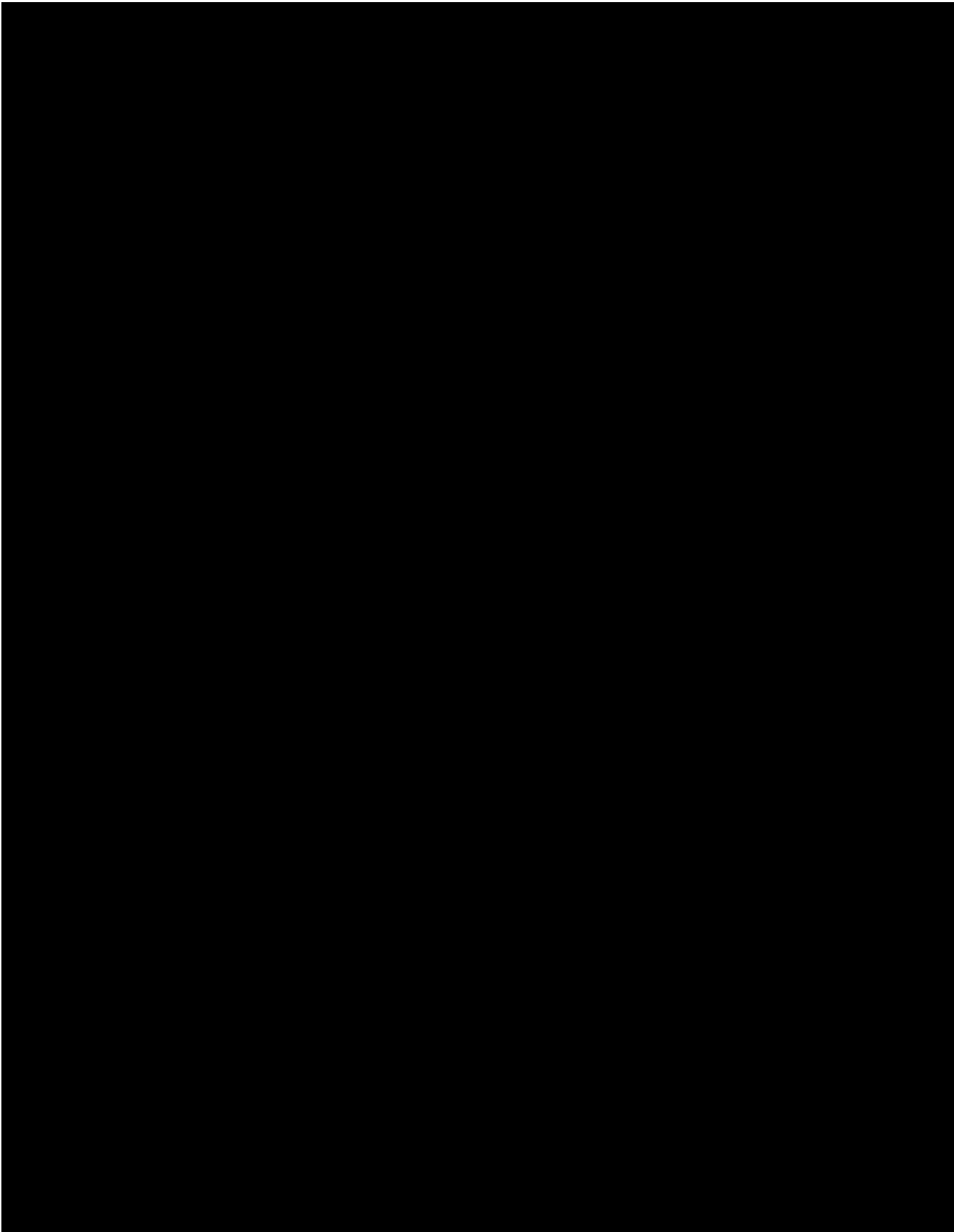
21.4: Identify specific plans to ensure safety of personnel and facilities based on the types of processes proposed to be utilized.

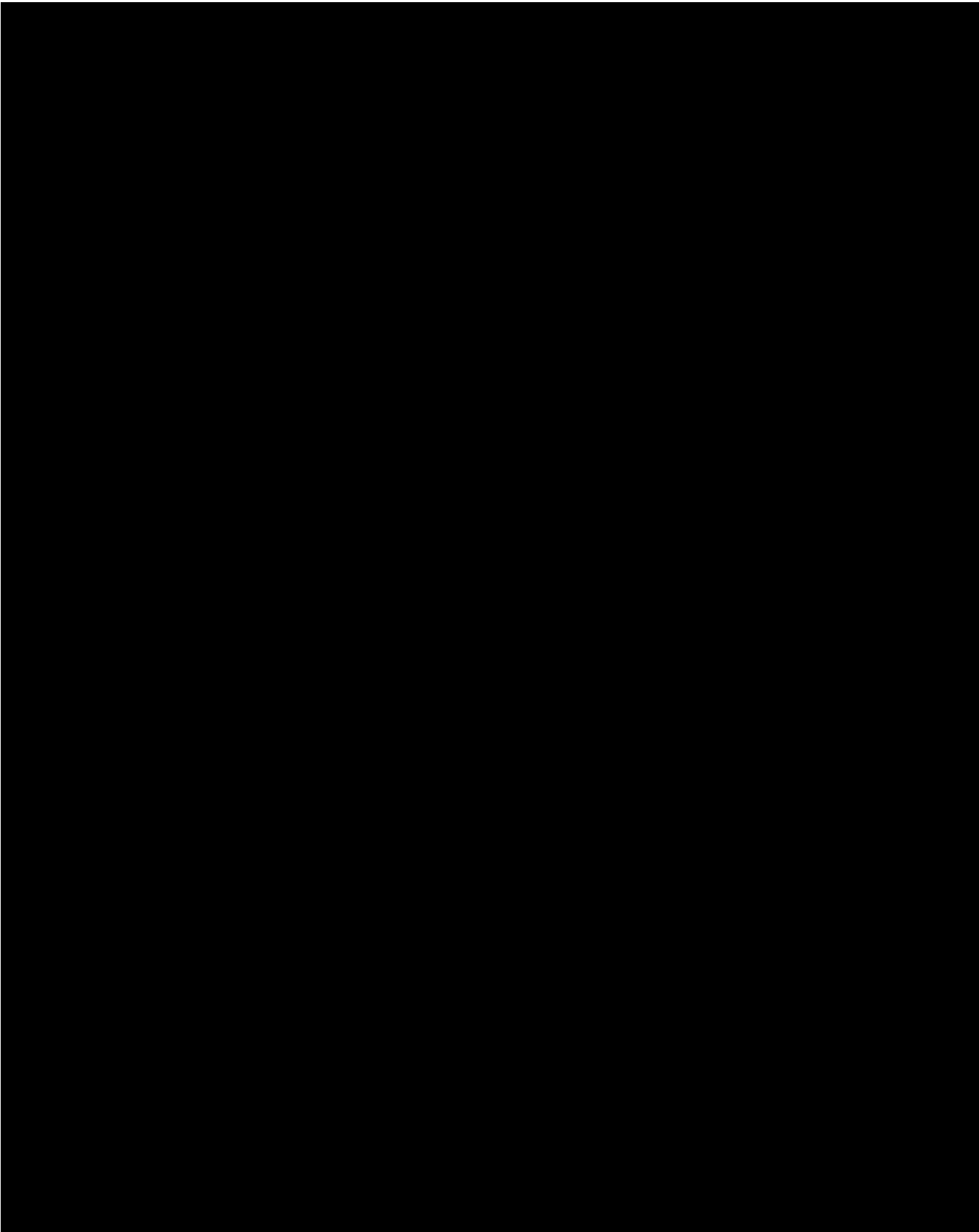












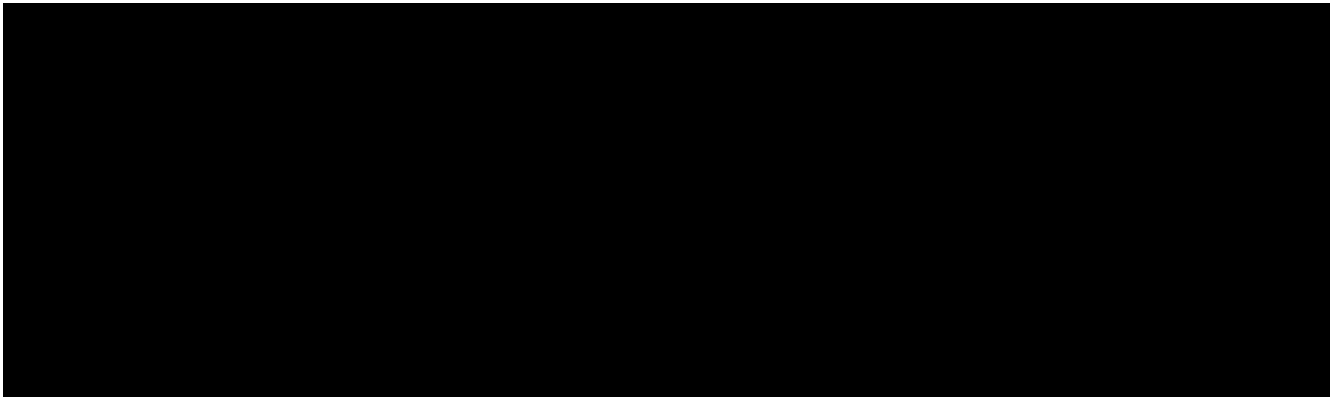


Exhibit 22 - Machinery and Equipment

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 22 – Machinery and Equipment

The Applicant must provide, as available:

22.1 Sales contracts and receipts, lease agreements, or other documentation demonstrating possessory interest in all machinery and equipment to be used in the cultivation and processing of medical cannabis.

Please see attached Letters of Intent from Easy Roots (page 2 of 95) and from Absolut Unit (page 3 of 95) showing that we have a possessory interest in all equipment necessary for the cultivation and processing of medical cannabis.

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

Please see attached specification sheets (pages 4-95) for all equipment that we have secured through Easy Roots and Absolute Unit.



Ellis Ollinger
President
Flowerwood Medical Cannabis, LLC
15315 Kelly Road
Loxley, AL 36551
251-964-5122

RE: Medical Cannabis Integrated Facility

Dear Mr. Ollinger,

We have reviewed the information you provided on your proposed Integrated Facility in Alabama including the size of the proposed greenhouse, the total projected amount of flowering canopy, and the mixed light nature of your proposed operation. Based in part on that information, and on data related to the local environment and other factors, we have done a preliminary analysis of the light schedule and heat loads to determine the ideal HVAC, ventilation, and moisture control equipment for your proposed facility. As we discussed on our calls, we have created this equipment list with the idea that Flowerwood Medical Cannabis, LLC wants to cultivate safe and high quality cannabis to be processed into allowable product forms for Alabama's qualifying patients. Easy Roots is prepared to supply you with the equipment listed in the attached and to assist with the optimal setup of your greenhouse should you be awarded an Integrated Facility license.

Easy Roots has been designing HVAC systems for indoor and greenhouse facilities since 2016. Our systems are designed ductless to cut construction cost and time, and to simplify long term operations. We have helped cultivation licensees across multiple states and climates to set up highly efficient and cost-effective medical cannabis grow facilities. We look forward to the opportunity to work with Flowerwood Medical Cannabis at your integrated facility in Loxley, Alabama.

Sincerely,

A handwritten signature in black ink, appearing to read "Q Veit".

Quentin Veit
Director

December 15, 2022

Ellis Ollinger
President
Flowerwood Medical Cannabis, LLC
15315 Kelly Road
Loxley, AL 36551
251-964-5122

RE: Letter of Intent for Integrated Facility Processing Equipment Needs

Dear Mr. Ollinger,

We have reviewed the information you provided on your proposed Integrated Facility in Alabama, including the list of medical cannabis products you wish to manufacture for Alabama qualified patients. Based on that information, we have created a list of necessary equipment and machinery to process these products in the safest and most efficient manner possible. Per your instructions, we have created this equipment/machinery list with the idea that Flowerwood Medical Cannabis wants to produce safe, high quality, and effective medical cannabis at a cost that is affordable for all patients. Absolute Unit and Visionary Finance, LLC are prepared to supply you with the equipment and machinery listed in the attached should you be awarded an Integrated Facility license.

As you already know, in addition to providing extraction equipment and servicing to both hemp and legal cannabis companies in Washington, Oregon, California, Missouri, and Illinois, we also provide food and beverage manufacturing and packaging equipment along with a long history of expertise as it pertains to the specific manufacturing and packaging issues that commonly plague cannabis processed products. We hope that you keep us in mind in the future when you expand your product offerings.

We look forward to the opportunity to work with Flowerwood Medical Cannabis in setting up your processing facility in Loxley, Alabama.

Best,



Ben Zou
President

ben@absolute-unit.com
www.absolute-unit.com



EASYROOTS

EasyRoots Climate Control

License Type: Integrated Facility

Systems Optimized to Suit your Grow Style & Facility

EASYROOTS
Smarter Systems for Less

CALL
833-327-9283

-OR-

EMAIL

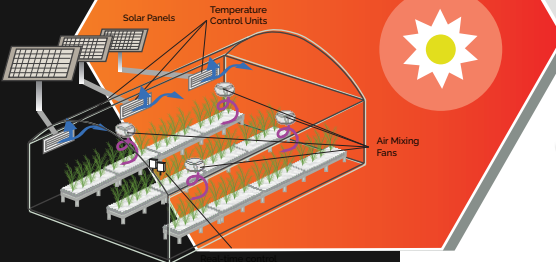
sales@easyroots.com

For Product or
Engineering Pricing

Professionally Licensed MEP
Engineers in All Legal States

***26%
Tax
Credit**

**FREE SOLAR
COOLING FOR
HOT CLIMATES**



**WI-FI
CONTROLS**



AIR BLENDERS

Perfect Consistency
of Temp, RH, and CO2

Eliminate Risk of
Mold Growth



BUILD SMARTER

Save Grow Room
Space with Ductless
Systems

Integrated CO2
Controls, Alarms,
and Exhaust

**VARIABLE
SPEED FOR
IDEAL WEED**



- Complete Reliability
10 Year Warranty
- Capitalize on
rebates with
leading system
efficiency

**HEALTHY
PLANTS**



- Eliminate
contaminants
- Target mold/mildew,
dust, and bacteria.
- Reduce potential for
crop infection.

**FREE HEAT
RECOVERY FOR
COLD CLIMATES**

***Recycle
Waste
Heat**



EASYROOTS

Smarter Systems for Less.

Job Name/Location:

Tag #:

License Type: Integrated Facility

Date:

For: File Resubmit
 Approval Other

PO No.:

Architect:

GC:

Engr:

Mech:

Rep:

(Company)

(Project Manager)



ARNU543M3A4
Multi V™ High Static Ducted
54,000 Btu/h Indoor Unit



Performance:

Total Cooling Capacity (Btu/h)	54,000
Heating Capacity (Btu/h)	61,400
Max Power Input ¹ (W)	650
L/M/H Power Input at Factory Default (W)	172 / 215 / 260

Rated capacity is certified under AHRI Standard 1230. Ratings are subject to change without notice. Current certified ratings are available at www.ahridirectory.org.

Electrical:

Power Supply (V/Hz/Ø)	208-230/60/1
Rated Amps (A)	2.5

Piping:

Refrigerant:

Liquid Line (in, OD)	3/8 Flare
Vapor Line (in, OD)	5/8 Flare

Condensate:

Condensate Pump Drain ² (in, ID)	1 Plain
Gravity Drain Plugged (in, OD)	1 MPT

Controls Features:

- Auto changeover (Heat Recovery only)
- Auto operation
- Auto restart
- Dual thermistor control
- Wi-Fi compatible
- Dual setpoint control
- Multiple aux heater applications
- Filter life display
- External on/off control
- Auto fan
- Leak detection
- Weekly schedule
- Fan speed control
- Group control
- Hot start
- Self diagnostics
- Timer (on/off)
- Child lock

Optional Accessories:

- Wireless Remote Controller³ - PQWRHQ0FDB
- Premium Controller - PREMTA000
- MultiSITE CRC1 Controller - PREMTBVC0
- MultiSITE CRC1+ Controller - PREMTBVC1
- Simple Controller - PREMTCC00U
- Wi-Fi Module - PWFMD200
- Simple Dry Contact (1 contact, 24 VAC external power) - PDRYCB100
- Dry Contact for Economizer - PDRYCB400
- Dry Contact for Third Party Thermostat - PDRYCB300
- Aux Heater Kit - PRARH1
- Remote Temperature Button Sensor - ZRTBS01
- High Efficiency Filter Box - ZFBXM301A

Entering Mixed Air:

Cooling Max ⁴ (°F WB)	76
Heating Min (°F DB)	59

Unit Data:

Refrigerant Type	R410A
Refrigerant Control	EEV
Sound Power ⁵ dB(A) (H/M/L, @0.24 ESP)	69/68/67
Filter Type	Washable
MERV	N/A
Filter Quantity	2
Filter Dimensions ⁶ (in)	13-1/4 x 23-15/16 x 3/16
Net Unit Weight (lbs) Shipping Weight (lbs)	96.1 110.0

Fan:

Type	Sirocco
Fan Quantity	2
Motor/Drive	Brushless Digitally Controlled/Direct
Motor Quantity	1
Standard Mode Airflow Rate H/M/L (CFM)	1720 / 1558 / 1424
Standard Mode External Static Pressure (ESP) ⁷ (in wg)	0.19
High Mode Airflow Rate H/M/L (CFM)	1744 / 1614 / 1482
High Mode External Static Pressure (ESP) ⁷ (in wg)	0.23
Airflow Range (CFM)	522 - 2,076
Minimum ESP (in wg) ⁸	0.16
Maximum ESP (in wg) ⁸	0.79

Notes:

- 1 Maximum power input is rated at maximum setting value.
- 2 Maximum lift is 27 in from bottom of unit. Check valve not included (field supplied).
- 3 Requires an LG wall controller because ducted units do not have infrared receiver.
- 4 See Engineering Manual for sensible and latent capacities.
- 5 Sound Power level is measured using rated conditions, and tested in a reverberation room per ISO 3741 standards.
- 6 Actual filter sizes may vary.
- 7 At factory fan speed setting.
- 8 Maximum static pressure may result in reduced airflow (CFM).
- 9 All Communication cable between Master outdoor units to indoor units / heat recovery units to be 18 AWG, 2-conductor, twisted, stranded, shielded. Ensure the communication cable shield is properly grounded to the Master outdoor unit chassis only. Do not ground the outdoor unit to indoor units / heat recovery units communication cable at any other point. Wiring must comply with all applicable local and national codes.
- 10 Power wiring cable size must comply with the applicable local and national code.
- 11 This unit comes with a dry nitrogen charge.
- 12 All capacities are net with a combination ratio between 95 – 105%.
- 13 Must follow installation instructions in the applicable LG installation manual.



For continual product development, LG reserves the right to change specifications without notice.

ARNU543M3A4

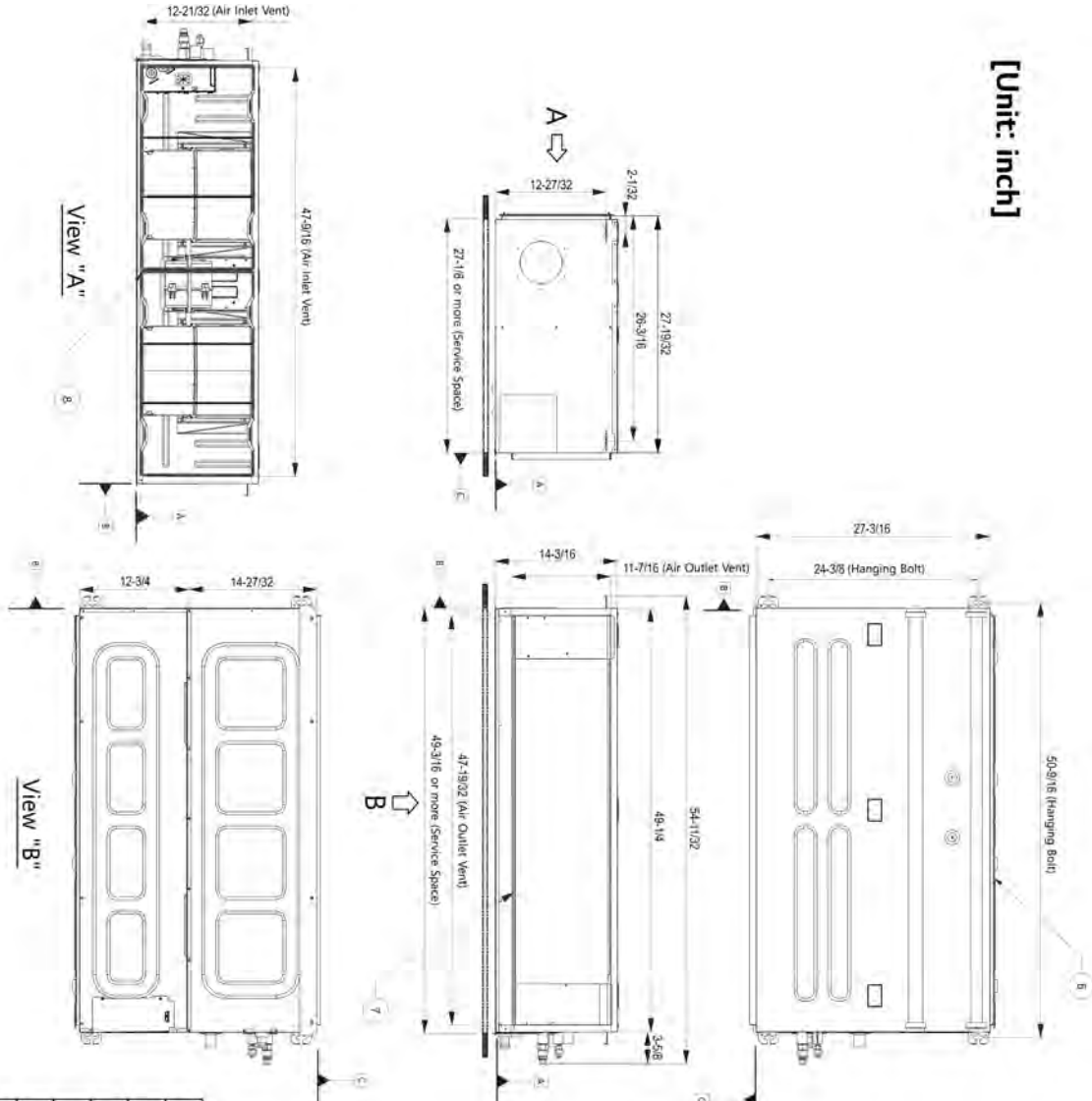
Multi V™ High Static Ducted
54,000 Btu/h Indoor Unit



Tag #:

Date:

PO No.:



[Unit: inch]

No.	Part Name	Description
1	Gas pipe connection	-
2	Liquid pipe connection	-
3	Drain pipe connection	-
4	Remote and Communication Cable Hole	-
5	Power Cable Hole	-
6	Air Inlet	-
7	Air Outlet	-
8	Air Filters	Supplied with product
9	Control Cover	-

Job Name/Location:

Tag #:

License Type: Integrated Facility

Date:

For: File Resubmit
 Approval Other

PO No.:

Architect: GC:

Engr: Mech:

Rep: (Company) (Project Manager)



ARNU763B8A4
Multi V™ High Static Ducted
76,400 Btu/h Indoor Unit



Performance:

Total Cooling Capacity (Btu/h)	76,400
Heating Capacity (Btu/h)	86,000
Max Power Input ¹ (W)	800
L/M/H Power Input at Factory Default (W)	505 / 505 / 765

Rated capacity is certified under AHRI Standard 1230. Ratings are subject to change without notice. Current certified ratings are available at www.ahrirectory.org.

Electrical:

Power Supply (V/Hz/Ø)	208-230/60/1
Rated Amps (A)	5.2

Piping:

Refrigerant:

Liquid Line (in, OD) ¹⁴	3/8 Braze
Vapor Line (in, OD)	3/4 Braze

Condensate:

Condensate Pump Drain ² (in, ID)	1 Plain
Gravity Drain Plugged (in, OD)	1 MPT

Controls Features:

- Auto changeover (Heat Recovery only)
- Auto operation
- Auto restart
- Dual thermistor control
- Wi-Fi compatible
- Dual setpoint control
- Multiple aux heater applications
- Filter life display
- External on/off control
- Auto fan
- Leak detection
- Weekly schedule
- Fan speed control
- Group control
- Hot start
- Self diagnostics
- Timer (on/off)
- Child lock

Optional Accessories:

- Wireless Remote Controller³ - PQWRHQ0FDB
- Premium Controller - PREMTA000
- MultiSITE CRC1 Controller - PREMTBVC0
- MultiSITE CRC1+ Controller - PREMTBVC1
- Simple Controller - PREMTCC00U
- Wi-Fi Module - PWFMD200
- Simple Dry Contact (1 contact, 24 VAC external power) - PDRYCB100
- Dry Contact for Economizer - PDRYCB400
- Dry Contact for Third Party Thermostat - PDRYCB300
- Aux Heater Kit - PRARH1
- Remote Temperature Button Sensor - ZRTBS01
- High Efficiency Filter Box - ZFBXB801A

Entering Mixed Air:

Cooling Max ⁴ (°F WB)	76
Heating Min (°F DB)	59

Unit Data:

Refrigerant Type	R410A
Refrigerant Control	EEV
Sound Pressure ⁵ dB(A) (H/M/L)	50 / 48 / 48
Filter Type	Washable
MERV	N/A
Filter Quantity	1
Filter Dimensions ⁶ (in)	16-1/2" x 55" x 1/4"
Net Unit Weight (lbs)	192
Shipping Weight (lbs)	222

Fan:

Type	Sirocco
Fan Quantity	2
Motor/Drive	Brushless Digitally Controlled/Direct
Motor Quantity	2
Standard Mode Airflow Rate H/M/L (CFM)	2,050/1,766/1,766
Standard Mode External Static Pressure (ESP) ⁷ (in wg)	0.59
High Mode Airflow Rate H/M/L (CFM)	2,260/1,766/1,766
High Mode External Static Pressure (ESP) ⁷ (in wg)	0.86
Airflow Range (CFM)	1059 - 3298
Minimum ESP (in wg) ⁸	0.23
Maximum ESP (in wg) ⁸	0.98

Notes:

- 1 Maximum power input is rated at maximum setting value.
- 2 Maximum lift is 27 in from bottom of unit. Check valve not included (field supplied).
- 3 Requires an LG wall controller because ducted units do not have infrared receiver.
- 4 See Engineering Manual for sensible and latent capacities.
- 5 Sound Pressure levels are tested in an anechoic chamber under ISO Standard 3745.
- 6 Actual filter sizes may vary.
- 7 At factory fan speed setting.
- 8 Maximum static pressure may result in reduced airflow (CFM).
- 9 All Communication cable between Master outdoor units to indoor units / heat recovery units to be 18 AWG, 2-conductor, twisted, stranded, shielded. Ensure the communication cable shield is properly grounded to the Master outdoor unit chassis only. Do not ground the outdoor unit to indoor units / heat recovery units communication cable at any other point. Wiring must comply with all applicable local and national codes.
- 10 Power wiring cable size must comply with the applicable local and national code.
- 11 This unit comes with a dry nitrogen charge.
- 12 All capacities are net with a combination ratio between 95 – 105%.
- 13 Must follow installation instructions in the applicable LG installation manual.
- 14 Units manufactured March 2020 and after have brazed liquid line connection.



For continual product development, LG reserves the right to change specifications without notice.

ARNU763B8A4

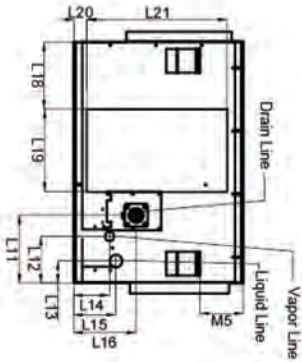
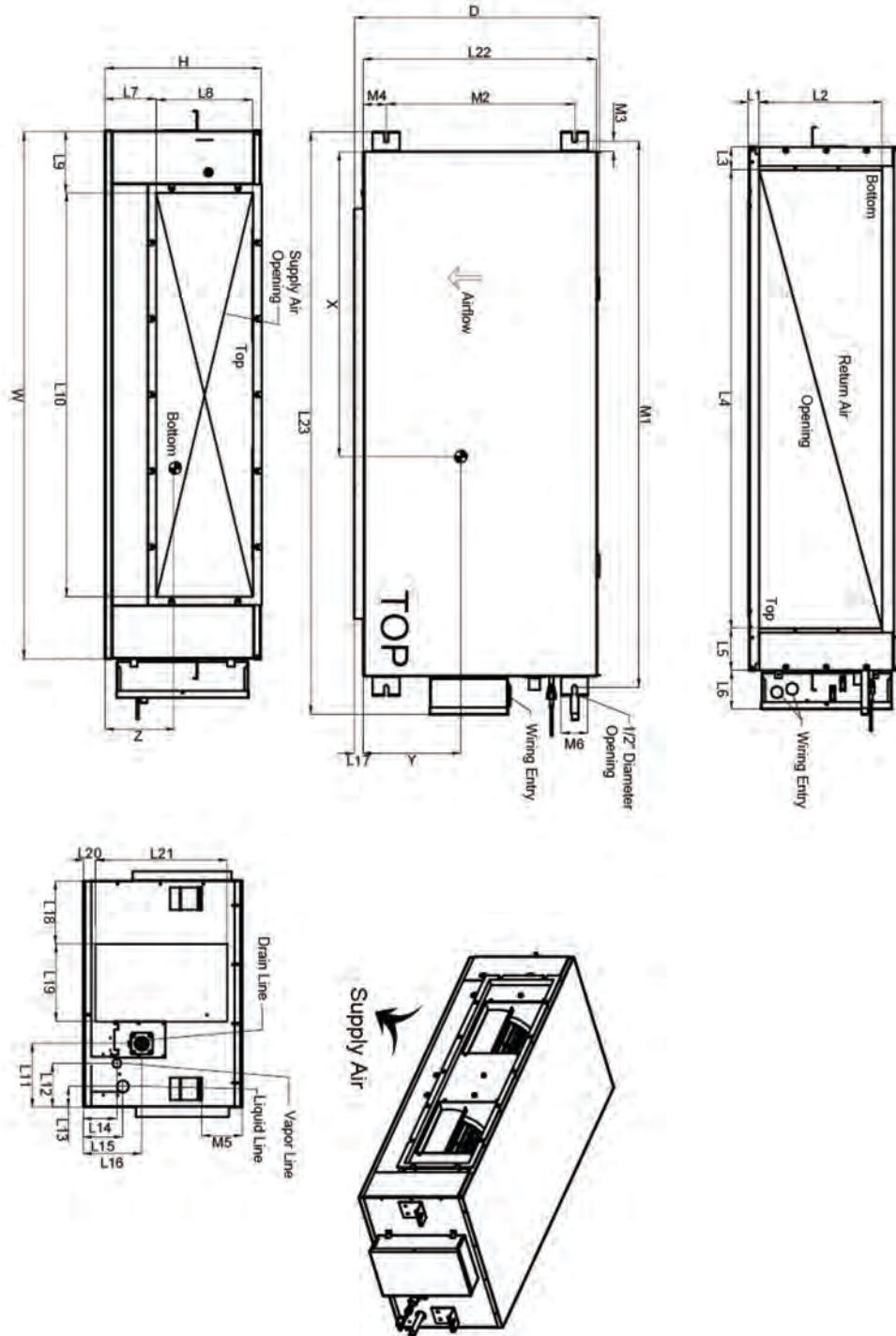
Multi V™ High Static Ducted
76,400 Btu/h Indoor Unit



Tag #:

Date:

PO No.:



W	61 1/2"
D	28 5/8"
H	18 1/8"
L1	2 3/8"
L2	15 7/16"
L3	2"
L4	5 5/8"
L5	4 9/16"
L6	4 1/2"
L7	6"
L8	11 5/8"
L9	6 3/4"
L10	4 4/4"
L11	7 5/8"
L12	5 1/4"
L13	2 1/2"
L14	4 3/4"
L15	5 1/2"
L16	6 7/8"
L17	1 3/16"
L18	7 13/16"
L19	9 3/16"
L20	1 5/16"
L21	15 3/8"
L22	27 1/8"
L23	68 1/4"
M1	63 13/16"
M2	22"
M3	1 3/16"
M4	2 1/2"
M5	4 1/8"
M6	3 3/16"

Center of Gravity

X	31 1/16"
Y	18 1/8"
Z	8 3/4"

Note - All dimensions have a tolerance of ± 0.25 in.
 = Center of gravity

Job Name/Location:

Tag #:

License Type: Integrated Facility

Date:

For: File Resubmit
 Approval Other

PO No.:

Architect: GC:

Engr: Mech:

Rep: (Company) (Project Manager)



ARNU963B8A4
Multi V™ High Static Ducted
95,900 Btu/h Indoor Unit



Performance:

Total Cooling Capacity (Btu/h)	95,900
Heating Capacity (Btu/h)	107,500
Max Power Input ¹ (W)	800
L/M/H Power Input at Factory Default (W)	750 / 750 / 800

Rated capacity is certified under AHRI Standard 1230. Ratings are subject to change without notice. Current certified ratings are available at www.ahridirectory.org.

Electrical:

Power Supply (V/Hz/Ø)	208-230/60/1
Rated Amps (A)	5.2

Piping:

Refrigerant:

Liquid Line (in, OD) ¹⁴	3/8 Braze
Vapor Line (in, OD)	7/8 Braze

Condensate:

Condensate Pump Drain ² (in, ID)	1 Plain
Gravity Drain Plugged (in, OD)	1 MPT

Controls Features:

- Auto changeover (Heat Recovery only)
- Auto operation
- Auto restart
- Dual thermistor control
- Wi-Fi compatible
- Dual setpoint control
- Multiple aux heater applications
- Filter life display
- External on/off control
- Auto fan
- Leak detection
- Weekly schedule
- Fan speed control
- Group control
- Hot start
- Self diagnostics
- Timer (on/off)
- Child lock

Optional Accessories:

- Wireless Remote Controller³ - PQWRHQ0FDB
- Premium Controller - PREMTA000
- MultiSITE CRC1 Controller - PREMTBVC0
- MultiSITE CRC1+ Controller - PREMTBVC1
- Simple Controller - PREMTCC00U
- Wi-Fi Module - PWFMD200
- Simple Dry Contact (1 contact, 24 VAC external power) - PDRYCB100
- Dry Contact for Economizer - PDRYCB400
- Dry Contact for Third Party Thermostat - PDRYCB300
- Aux Heater Kit - PRARH1
- Remote Temperature Button Sensor - ZRTBS01
- High Efficiency Filter Box - ZFBXB801A

Entering Mixed Air:

Cooling Max ⁴ (°F WB)	76
Heating Min (°F DB)	59

Unit Data:

Refrigerant Type	R410A
Refrigerant Control	EEV
Sound Pressure ⁵ dB(A) (H/M/L)	52 / 50 / 50
Filter Type	Washable
MERV	N/A
Filter Quantity	1
Filter Dimensions ⁶ (in)	16-1/2" x 55" x 1/4"
Net Unit Weight (lbs)	192
Shipping Weight (lbs)	222

Fan:

Type	Sirocco
Fan Quantity	2
Motor/Drive	Brushless Digitally Controlled/Direct
Motor Quantity	2
Standard Mode Airflow Rate H/M/L (CFM)	2,684/2,260/2,260
Standard Mode External Static Pressure (ESP) ⁷ (in wg)	0.59
High Mode Airflow Rate H/M/L (CFM)	2,542/2,260/2,260
High Mode External Static Pressure (ESP) ⁷ (in wg)	0.87
Airflow Range (CFM)	1059 - 3298
Minimum ESP (in wg) ⁸	0.23
Maximum ESP (in wg) ⁸	0.98

Notes:

- 1 Maximum power input is rated at maximum setting value.
- 2 Maximum lift is 27 in from bottom of unit. Check valve not included (field supplied).
- 3 Requires an LG wall controller because ducted units do not have infrared receiver.
- 4 See Engineering Manual for sensible and latent capacities.
- 5 Sound Pressure levels are tested in an anechoic chamber under ISO Standard 3745.
- 6 Actual filter sizes may vary.
- 7 At factory fan speed setting.
- 8 Maximum static pressure may result in reduced airflow (CFM).
- 9 All Communication cable between Master outdoor units to indoor units / heat recovery units to be 18 AWG, 2-conductor, twisted, stranded, shielded. Ensure the communication cable shield is properly grounded to the Master outdoor unit chassis only. Do not ground the outdoor unit to indoor units / heat recovery units communication cable at any other point. Wiring must comply with all applicable local and national codes.
- 10 Power wiring cable size must comply with the applicable local and national code.
- 11 This unit comes with a dry nitrogen charge.
- 12 All capacities are net with a combination ratio between 95 – 105%.
- 13 Must follow installation instructions in the applicable LG installation manual.
- 14 Units manufactured March 2020 and after have brazed liquid line connection.



For continual product development, LG reserves the right to change specifications without notice.

ARNU963B8A4

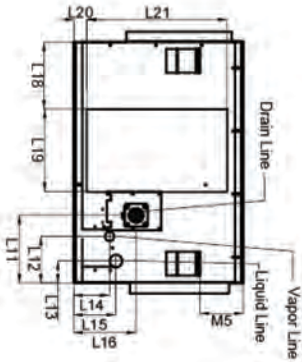
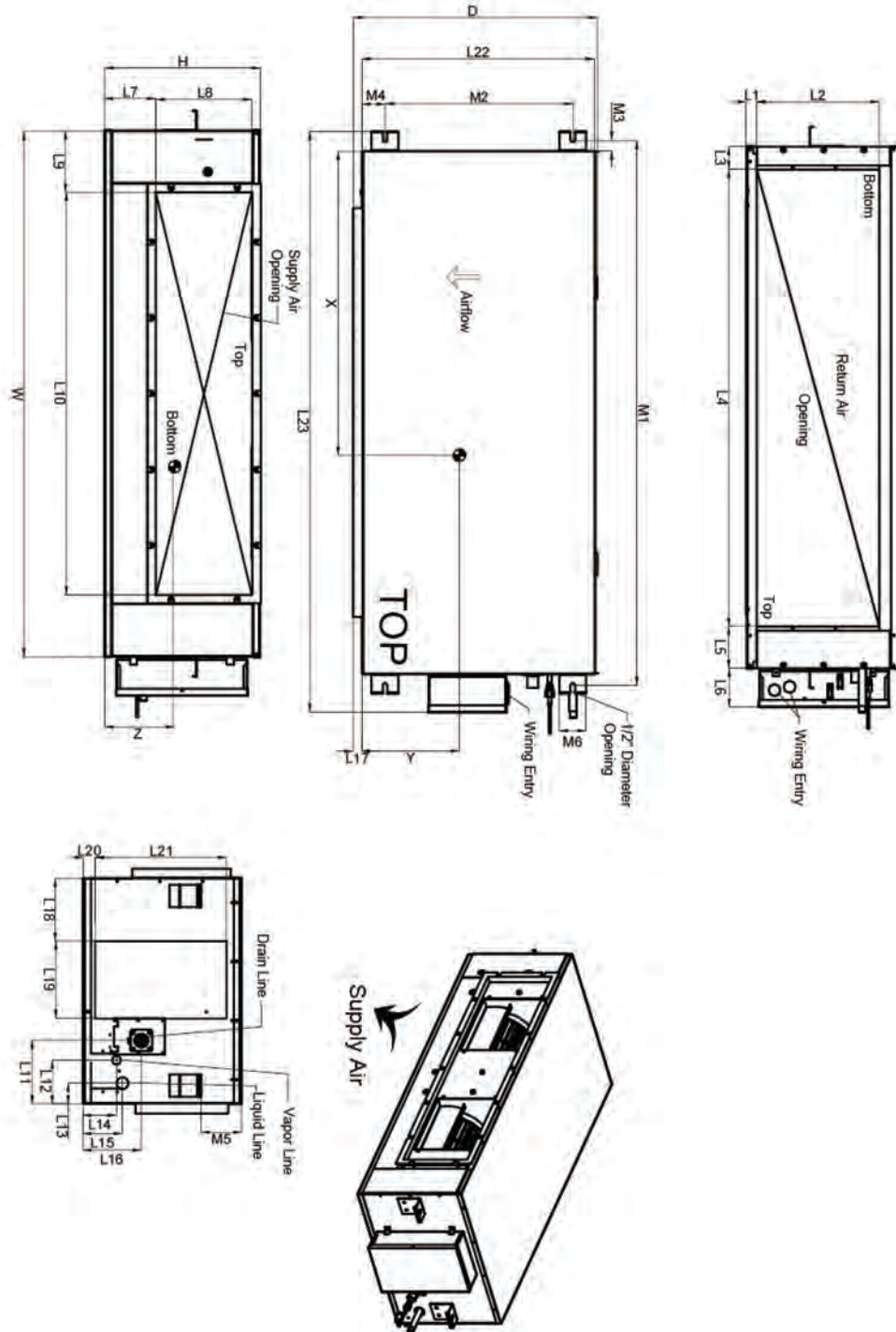
Multi V™ High Static Ducted
95,900 Btu/h Indoor Unit



Tag #:

Date:

PO No.:



W	61 1/2"
D	28 5/8"
H	18 1/8"
L1	2 3/8"
L2	15 7/16"
L3	2"
L4	5 5/8"
L5	4 9/16"
L6	4 1/2"
L7	6"
L8	11 5/8"
L9	6 3/4"
L10	4 4/4"
L11	7 5/8"
L12	5 1/4"
L13	2 1/2"
L14	4 3/4"
L15	5 1/2"
L16	6 7/8"
L17	1 3/16"
L18	7 13/16"
L19	9 3/16"
L20	1 5/16"
L21	15 3/8"
L22	27 1/8"
L23	68 1/4"
M1	63 13/16"
M2	22"
M3	1 3/16"
M4	2 1/2"
M5	4 1/8"
M6	3 3/16"

Center of Gravity

X	31 1/16"
Y	18 1/8"
Z	8 3/4"

Note - All dimensions have a tolerance of ± 0.25 in.
 = Center of gravity

Job Name/Location:

License Type: Integrated Facility

Date:

For:	File	Resubmit
	Approval	Other

PO No.:

Architect: GC:

Engr: Mech:

Rep: (Company) (Project Manager)



ARUM241DTE5
Multi V™ 5 with LGRED° 460V ODU
20 Ton Single Frame Heat Pump and Heat Recovery

Performance:

Cooling Mode:

Nominal Capacity (Btu/h)	233,100
Power Input (kW)	16.80

Heating Mode:

Nominal Capacity (Btu/h)	243,000
Power Input (kW)	17.75

Rated capacity is certified under AHRI Standard 1230. Ratings are subject to change without notice. Current certified ratings are available at www.ahridirectory.org.

Electrical:

Frame	ARUM241DTE5
Power Supply (V/Hz/Ø) ¹	460/60/3
MOP (A)	50
MCA (A)	41.4
Rated Amps (A)	37.2
Compressor A (A)	16.9
Compressor B (A)	15.3
Fan (A)	5.0

Piping:²

Frame	ARUM241DTE5
Refrigerant Charge (lbs.)	37.5
Liquid (in., O.D.)	5/8 Braze
High Pressure Vapor (Heat Recov only; in., O.D.)	1-1/8 Braze
Low Pressure Vapor (in., O.D.)	1-3/8 Braze

Standard Features:

- Advanced Smart Load Control
- Intelligent Heating
- HiPOR (High Pressure Oil Return)
- Smart Oil Control
- Night Quiet Operation
- Fault Detection and Diagnosis
- Active Refrigerant Control
- Variable Heat Path Exchanger
- Subcooling and Vapor Injection Control
- Liquid Cooled Inverter Controller
- Advanced Comfort Cooling

Optional Accessories:

- Air Guide - ZAGDKA52A (2 required)
- Hail Guard Kit - ZHGDKA52A (2 required)
- Low Ambient Baffle Kit - ZLABKA52A (2), Control Kit - PRVC2 (1 per system)
- Base Pan Heater - ZPLT2A51A

**Cooling range with the Low Ambient Baffle Kit (sold separately) is -9.9°F to +122°F and is achieved only when all indoor units are operating in cooling mode. Does not impact heat recovery system synchronous operating range.

Operating Range:

Cooling (°F DB)**	5 - 122
Heating (°F WB)	-22 - 61
Synchronous	
Cooling Based (°F DB)	14 - 81
Heating Based (°F WB)	14 - 61

Unit Data:

Refrigerant Type	R410A
Refrigerant Control	EEV
Max. Number of Indoor Units ³	39
Sound Pressure ⁴ dB(A)	65.0
Weight	
Frame	ARUM241DTE5
Net (lbs.)	666
Shipping (lbs.)	694
Communication Cable (No x AWG) ⁵	2 x 18
Heat Exchanger Coating	Black Coated Fin™

Compressor:

Type	HSS DC Scroll
Quantity	2
Oil / Type	PVE / FVC68D

Fan:

Type	Propeller
Quantity	2
Motor Drive	Brushless Digitally Controlled Direct
Air Flow Rate (CFM)	11.300

Notes:

1. Power wiring cable size must comply with the applicable local and national codes. Cables terminate at each frame.
2. For main pipe segment size, refer to the LATS Multi V tree diagram.
3. The combination ratio must be between 50-130%.
4. Sound pressure levels are tested in an anechoic chamber under ISO Standard 3745 for the combination of outdoor units.
5. Communication cable between ODU and IDUs must be 2-conductor, 18 AWG, twisted, stranded, and shielded. Ensure the communication cable shield is properly grounded to the Main ODU chassis only. Do not ground the communication cable at any other point. Wiring must comply with all applicable local and national codes.
6. Acceptable operating voltage: 414 - 528V



ARUM241DTE5

Multi V™ 5 with LGRED® 460V ODU

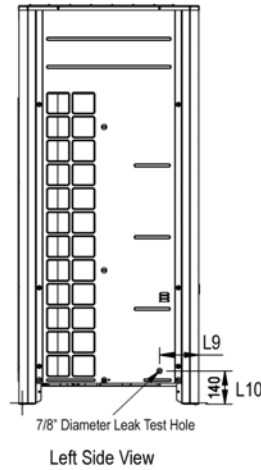
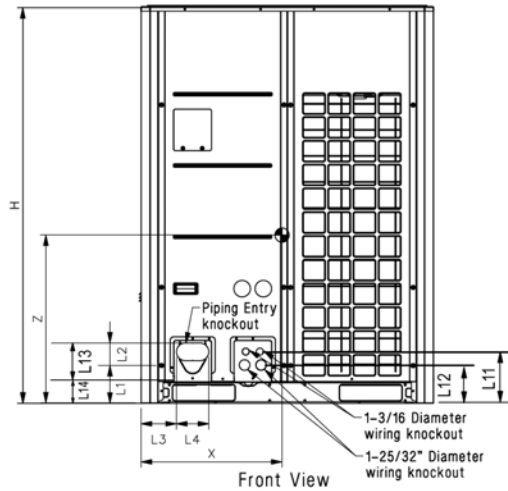
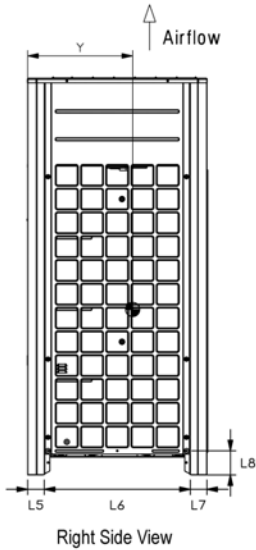
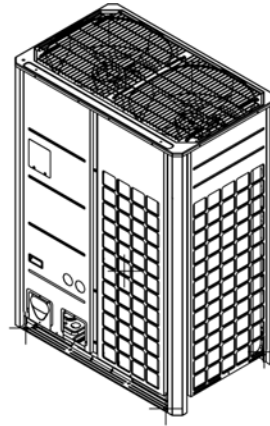
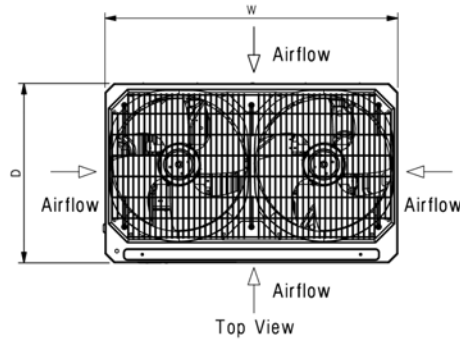
20 Ton Single Frame Heat Pump and Heat Recovery



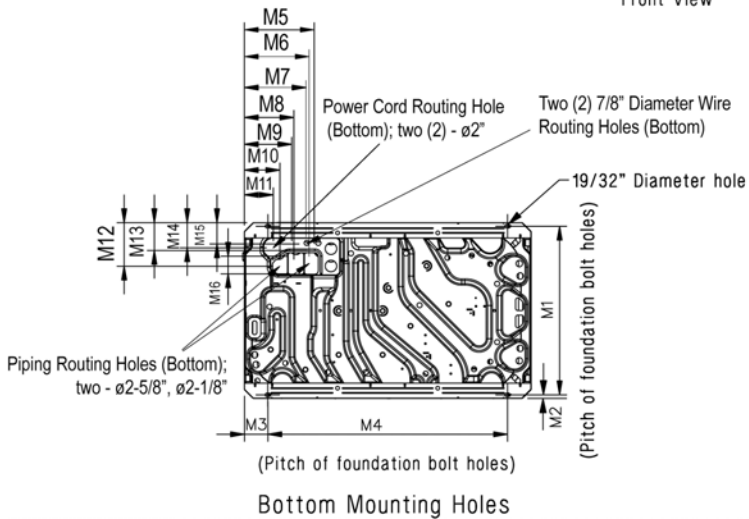
Tag No.: _____

Date: _____

PO No.: _____



W	48-13/16"
H	66-17/32"
D	29-29/32"
L1	6-5/16"
L2	3-3/4"
L3	5-29/32"
L4	5-13/32"
L5	2-25/32"
L6	24-9/32"
L7	2-25/32"
L8	4-1/32"
L9	6-1/2"
L10	5-9/16"
L11	8-5/8"
L12	6-7/16"
L13	9-15/16"
L14	3-5/8"

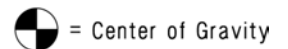


M1	28-25/32"
M2	5/8"
M3	3-15/16"
M4	40-15/16"
M5	11-15/16"
M6	11-1/16"
M7	10-1/2"
M8	8-7/16"
M9	8-1/8"
M10	6-1/16"
M11	4-15/16"
M12	7-1/2"
M13	4-13/16"
M14	4-5/16"
M15	3-5/8"
M16	3"

Center of Gravity

X	23-7/32"
Y	15-5/8"
Z	25-9/16"

All dimensions have a tolerance of ± 0.25 in.
[Unit: inch]



Job Name/Location: _____ License Type: Integrated Facility

ARUM241DTE5
 Multi V™ 5 with LGRED° 460V ODU
 20 Ton Single Frame Heat Pump and Heat Recovery



Tag No.: _____

Date: _____

PO No.: _____

AHRI Data:

Reference Number	Indoor Type	Cooling Capacity (95°F)	EER (95°F)	IEER	SCHE	High Heating Capacity (47°F)	High COP (47°F)	Low Heating Capacity (17°F)	Low COP (17°F)
205281452	Ducted Indoor Units	222,000	10.40	22.70	23.00	230,000	3.20	168,000	2.26
202524553	Non-Ducted Indoor Units	222,000	10.40	22.50	26.00	230,000	3.35	168,000	2.52

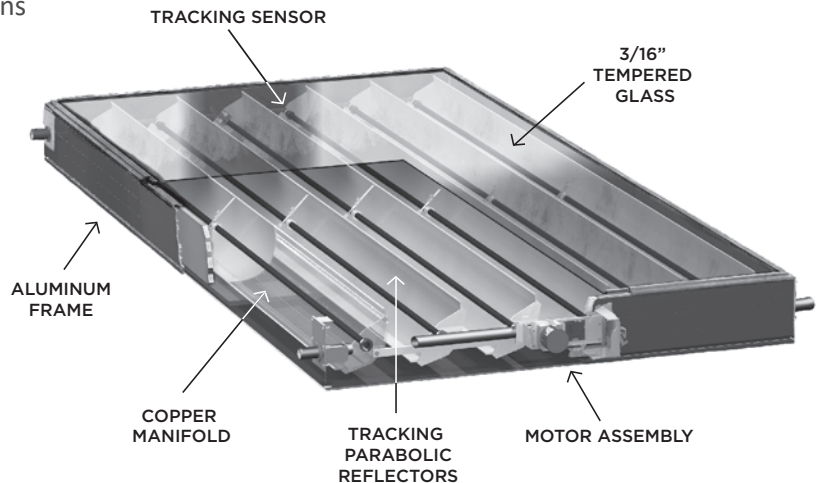
SUNTRAC SOLAR THERMAL SMARTPANEL



FEATURES

Model: STS-TC32R

- RighTemp™ system eliminates stagnation conditions & controls high temperature limits
- Tracks daily east-to-west & returns to east at end of day
- Designed for 15-year life
- Low voltage for safety
- Powdercoated to resist harsh environments
- Removable glass top for easy access
- Tracking controller & magnetic drive actuator are serviceable through motor cover
- Scalable for side-by-side mounting applications



CONSTRUCTION & SPECIFICATIONS

Collector Case/Frame	Aluminum enclosure constructed from .063" 5052-H32 aluminum
Cover	Tempered plate glass, 3/16" thick (0.1875", 0.476 cm)
Cover Sealing	EPDM extruded U gasket, vulcanized corners
Insulation	0.5" (1.27 cm) thick insulation
Capacity	Up to 7.5 tons/90,000 BTU's/26 kW/40 hp of cooling & heating per collector
Net Aperture Area	Reflector area: 4' x 8' = 32 sq. ft.
Weight/Dimensions	220 pounds (100 kg) / 96" x 48" x 7" (2.44m x 1.22m x 17.8cm)
Concentrators	Extruded aluminum parabolic reflector; Metalized aluminum foil mirror (for reflector surface); Teflon bearings for high temperatures and low friction
Absorber	Copper tubing: 5/8" ACR (12.7 cm), 1- 1/8" ACR (2.8575 cm) Black selective paint: absorptivity .92/.96, emissivity .2/.4
Sun Trackers	Two shaded phototransistors, magnetic drive actuator and mini computer; 24vac, 2 watts
Mounting Provisions	Recessed lip on frame for industry standard fasteners




EASYROOTS



Air Blender - 5.8K CFM

License Type: Integrated Facility

AIR MIXER - DESTRATIFICATION FAN

 Impresind
Climatizzazione Industriale
Manufactured by Impresind in Italy

The only Air Mixer Destratification Fan proven to significantly reduce energy costs by evenly distributing temperature, humidity and CO2 in Cannabis grow environments.

PRODUCT NAME

Air Blender - 5.8K CFM

BENEFITS

- Improve efficiency for heating, cooling or drying up to 50%
- Eliminate grow room microclimates
- Decrease likelihood of mold or mildew issues by pulling moisture from plants
- Increase yields with increased CO2 to Plant contact time
- Eliminate ductwork and improve HVAC performance
- Preassembled for easy installation
- ETL Safety Certified.

SPECIFICATIONS

- CFM:** 5886
- Supply Power:** 120V - Single Phase - 60 Hz
- Absorbed Power:** 310W
- RPM:** 700
- Diameter:** 27"
- Height:** 24"
- Weight:** 40lb
- Sound:** 64.1 Db*

*Not detectable at 15' distance in open field.



Traditional ceiling fans simply push air down, with too much warm moist air already at canopy level.



The air is evenly distributed throughout the room



EASYROOTS

Smarter Systems for less.



EASYROOTS



Air Blender - 5.8K CFM

License Type: Integrated Facility

AIR MIXER - DESTRATIFICATION FAN



The only Air Mixer Destratification Fan able to significantly reduce energy costs by evenly distributing air and humidity in large volume environments.

PRODUCT NAME

Air Blender - 5.8K CFM

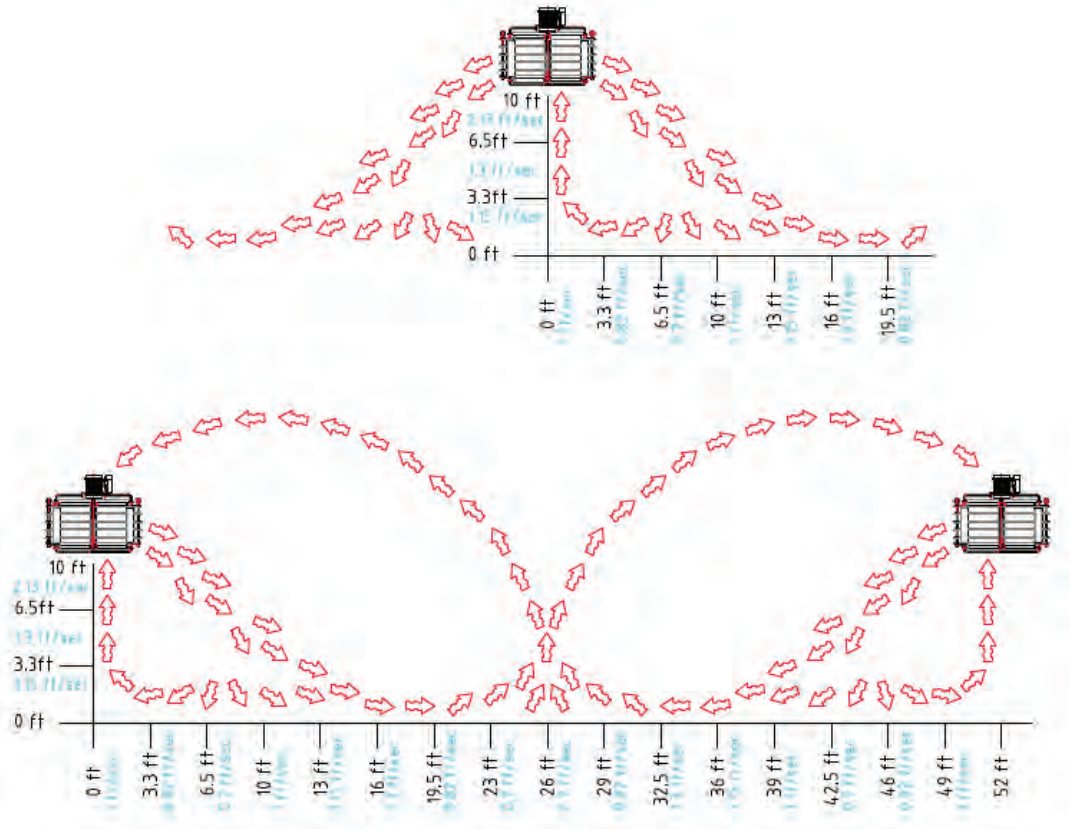
BENEFITS

- Improve efficiency for heating, cooling or drying up to 50%
- Eliminate grow room microclimates
- Decrease likelihood of mold or mildew issues by pulling moisture from plants
- Increase yields with increased CO2 to Plant contact time
- Eliminate ductwork and improve HVAC performance
- Preassembled for easy installation
- ETL Safety Certified.

SPECIFICATIONS

- CFM:** 5886
- Supply Power:** 120V - Single Phase - 60 Hz
- Absorbed Power:** 310W
- RPM:** 700
- Diameter:** 27"
- Height:** 24"
- Weight:** 40lb
- Sound:** 64.1 Db*

*Not detectable at 15' distance in open field.



Example of air movement at floor level.





EASYROOTS



The Destrat Fan - 15K CFM AIR MIXER FAN

License Type: Integrated Facility

PRODUCT NAME

The Destrat Fan - 15k CFM

BENEFITS

- Improve efficiency for heating, cooling or drying up to 50%
- Eliminate grow room microclimates
- Decrease likelihood of mold or mildew issues by pulling moisture from plants
- Increase yields with increased CO2 to Plant contact time
- Eliminate ductwork and improve HVAC performance
- Preassembled for easy installation
- ETL Safety Certified.

SPECIFICATIONS

Input Power Options: 120v

Current at Max Speed: 1.16 Amps

Power: 0.13 hp

Maximum Speed: 8 mph

Maximum Affected Area:
400 sq. ft. - 1,024 sq. ft.

Fan Diameter: 60 inches

Weight: 48 lbs

Mounting: Standard/Angled

Variable Speed destratification fan proven to improve yields by evenly distributing temperature, humidity, and CO2 in Cannabis grow environments.



Traditional ceiling fans simply push air down, with too much warm moist air already at canopy level.



The air is evenly distributed throughout the room



EASYROOTS

Smarter Systems for less.



EASYROOTS



The Destrat Fan - 15K CFM AIR MIXER FAN

License Type: Integrated Facility

PRODUCT NAME

The Destrat Fan - 15k CFM

BENEFITS

- Improve efficiency for heating, cooling or drying up to 50%
- Eliminate grow room microclimates
- Decrease likelihood of mold or mildew issues by pulling moisture from plants
- Increase yields with increased CO2 to Plant contact time
- Eliminate ductwork and improve HVAC performance
- Preassembled for easy installation
- ETL Safety Certified.

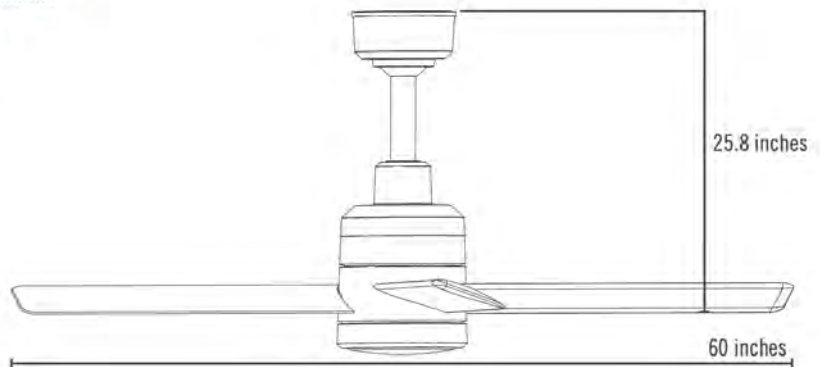
SPECIFICATIONS

Input Power Options: 120v
 Current at Max Speed: 1.16 Amps
 Power: 0.13 hp
 Maximum Speed: 8 mph
 Maximum Affected Area:
 400 sq. ft. - 1,024 sq. ft.
 Fan Diameter: 60 inches
 Weight: 48 lbs
 Mounting: Standard/Angled

DIMENSIONS & WEIGHT

Fan Diameter: 60 inches

Fan Weight: 48 lbs



MOUNTING & SAFETY

Mounting Options: Standard / Angled

Downrod: 11" Down Rod

Safety Features:

INCLUDED IN THE BOX

Included: Wall Control, 11" Down Rod

Optional: Handheld Control

Down Rod Sizes: 24", 36", 48", 60", 72"

WARRANTY & CERTIFICATIONS

Certifications: ETL/Intertek-certified to ANSI/UL 506 and CSA C22.2 No. 113 in North America
Indoor/Outdoor/Damp Rating: IP45

Warranty¹: 3-Year Warranty on Parts

MATERIALS

Fan blades are made of easy to clean and rust resistant aluminum.

SAFETY

Fan blades should be placed a minimum of 5' out of reach of human occupied spaces. Fans have a safety feature to stop spinning when contacted.



EASYROOTS

Smarter Systems for less.



EASYROOTS

License Type: Integrated Facility



Services

Easy Roots

Smart systems simplified to optimize yields and minimize costs.

Efficiency

Give your HVAC a boost when it's most needed.

Rebates

Technology qualifies for 30% Federal tax credit. Filed under IRS Tax Form 3468, in addition to rebates from the utility supplier.

Longevity

Reducing power loads on the HVAC will increase it's lifespan and prevent eliminate maintenance costs.

EASY ROOTS

4045 N Pecos Street,
Suite #210
Denver, CO 80211

PHONE

833-EASYBUD
833-327-9283

EMAIL

sales@easyroots.com

Mechanical Engineering

Professionally stamped, permit ready plans. Since 2016 we have been designing HVAC-D systems for indoor and greenhouse facilities, and our systems are designed ductless to cut construction cost and simplify long term operations.

Mechanical Contractor Bid Procurement

We have a rolodex of qualified and certified mechanical contractors in every legal cannabis state. We also have a process that provides a clear scope so we can get honest, line item pricing for your customers to select from. This process cuts costly contractor markups.

HVAC Rebate Administration

We will work with your local utility company to optimize the rebate amount. Our customers benefit from systems that have IEER ratings that typically range from 28 to 33, leading the air source industry. We also carry a solar thermal technology that can qualify for up to 30% Federal rebate on the equipment and installation.

HVAC Commissioning

We are manufacturer certified HVAC techs. We will oversee the installation to make sure the equipment is installed to manufacturer's requirements and commission the systems when complete.



EASYROOTS



License Type: Integrated Facility Variable Refrigerant Flow (VRF) HVAC

COMMON MISCONCEPTIONS

"VRF is not suited for industrial applications, comfort cooling only."

VRF manufacturers stand behind their product with a 10 year warranty, even for industrial applications. The system is designed for continuous duty by ramping up or down to meet varying heat loads. VRF systems precisely maintain desired temperature set points and eliminate wide temperature fluctuations. **[Figure 1]**

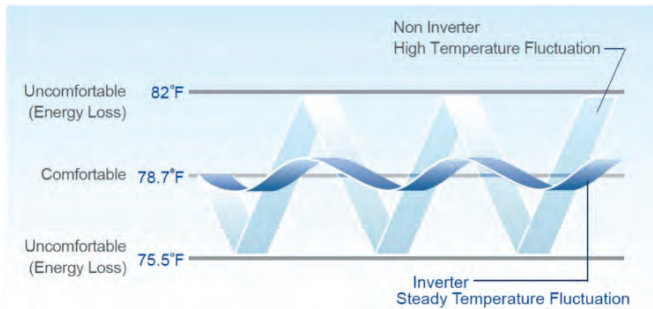


Figure 1: Non-Inverter vs Inverter (VRF) Compressors

"VRF does not work in indoor cultivation."

If not sized, engineered, or installed properly, any HVAC system can fail in indoor cultivation. Our proven VRF Systems have been operational in cultivation environments since 2016. Further, the State of Illinois requires all craft Cannabis cultivation facilities, with over 6,000 sq ft. of canopy, plan to install VRF style systems.

"So VRF is like a Mini-Split?"

No. Mini-Splits are for residential applications for seasonal use only. VRF are designed for commercial and industrial facilities, and specifically built for year-round operation.

Systems include real time web-based visibility, Alarms and controls to keep tabs on your grow from anywhere.



PRODUCT NAME

Variable Refrigerant Flow (VRF)
HVAC



BENEFITS

- Lower power requirement, resulting in leading energy efficiency rating (IEER).
- "Dry Mode" operation to reduce humidity during lights off cycle.
- Ductless air handlers to run a sealed grow environment with easy to clean coils.
- All indoor units weigh less than 99lbs and shorter than 15" to save space and facility costs.
- Direct access to manufacturers to eliminate distributor and contractor markups.
- Maximize tax credits and rebates with solar integration or heat recovery systems.
- Touch screen controller allows for real time control and scheduling for each zone.



EASYROOTS
Smarter Systems for less.

The logo for PIPP Horticulture, featuring the word "PIPP" in a large, bold, white sans-serif font with a registered trademark symbol. To the left of "PIPP" are five vertical white bars of varying heights. Below "PIPP" is the word "HORTICULTURE" in a smaller, white, all-caps sans-serif font.

PIPP[®]
HORTICULTURE

pipphorticulture.com

Exhibit 22 - Machinery and Equipment

PRODUCT **SPECIFICATION** SHEETS

TRAK-FREE™ CARRIAGE

License Type: Integrated Facility

Elevate. Cultivate. Grow.™



- ▶ Mechanical-Assist Carriage System with locking 3-prong handle for heavier loads like grow rooms.
- ▶ Maximum carriage length: up to 56 feet long. (Longer systems require engineering approval.)
- ▶ Maximum shelving height: up to 18 feet high. (Taller systems require engineering approval.)
- ▶ Maximum 8' section load: 2,000 lbs/maximum 56' long carriage load: 14,000 lbs.
- ▶ In-Track Anti-Tip included.
- ▶ Must be mechanical assist if over 8' long or narrower than 36". Exceptions require engineering approval.
- ▶ Dual drive option available - guide track will be to one end of the carriage (customer to determine/approve which end).
- ▶ Applicable shelving types: Rivet Style Shelving, Wire Shelving, and Bulk Rack.

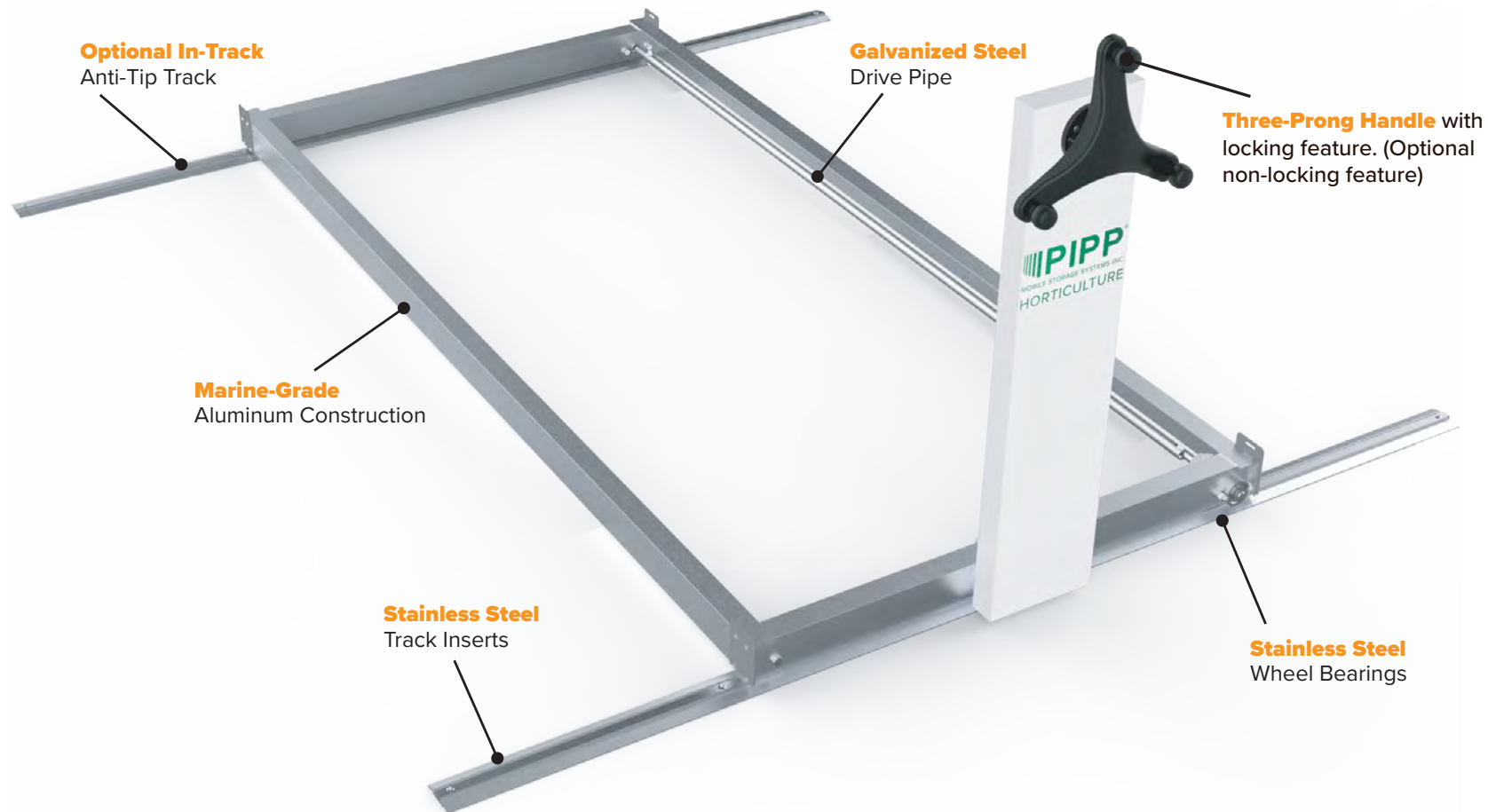
ROOM REQUIREMENTS:

- ▶ Floor must be smooth and free of pits, cracks and other defects that will interfere with the free flow movement of the wheels.
- ▶ Floor level to within ¼" per 8 foot; max variance of the entire carriage room ($\pm 1/2"$). Variations to this require engineering approval.
- ▶ Concrete Flatness: FF=25 and FL=20 (for contractor use).

MECHANICAL-ASSIST CARRIAGE

License Type: Integrated Facility

Elevate. Cultivate. Grow.™



- ▶ Lightweight corrosion-resistant construction due to aluminum structural members.
- ▶ Carriage capacity is 1,000 lbs per linear foot of carriage.
- ▶ Maximum carriage length is 56' long. (Longer systems require engineering approval.)
- ▶ Built to order carriages can accommodate any shelving system.
- ▶ Cost effective corrosion resistance in key components.

- ▶ Marine-grade aluminum construction.
- ▶ Stainless steel track inserts and chemically treated wheels are used to resist rust and corrosion.
- ▶ Steel drive pipe utilizes a robust galvanized coating.
- ▶ Mechanical-Assist Drive System allows easy movement of carriage.

VERTICAL GROW RACKS

License Type: Integrated Facility
Elevate . Cultivate . Grow .™

- ▶ Quick and easy shelving assembly.
- ▶ High capacity shelving.
 - ▶ Beams can support 2,150 lbs.
 - ▶ Uprights can support up to 17,000 lbs.
 - ▶ Racks available up to 18' high. (Racks higher than 18' require engineering approval)
- ▶ Constructed from high strength steel.
 - ▶ White powder coat is UV-stable, and contains anti-microbial and fungal-resistant additives.
- ▶ Supports a wide variety of growing trays, dry and cure racks, accessories for LED lights and other utilities.

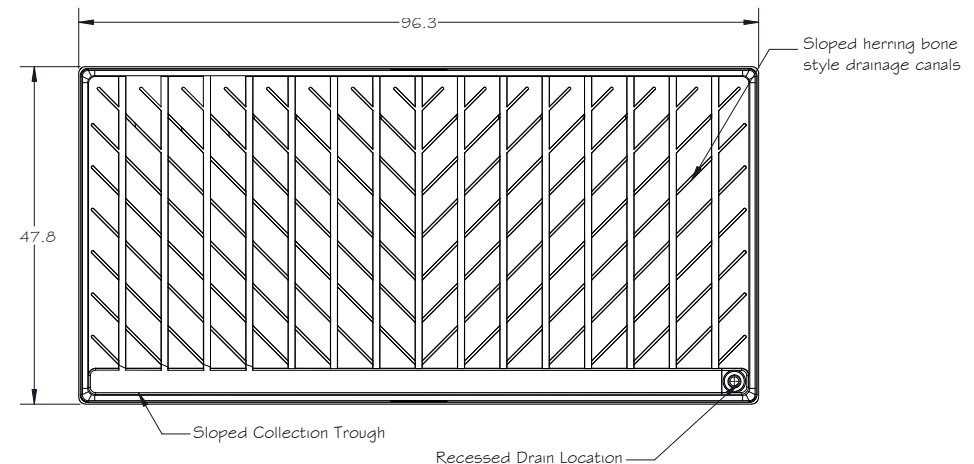
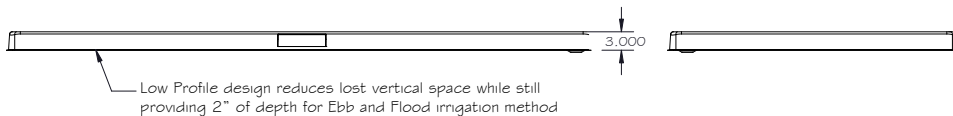


ABS COMBINATION TRAY

License Type: Integrated Facility

Elevate. Cultivate. Grow.™

- ▶ ABS Corrugated Grow Trays can be utilized for Drip-to-Drain and Ebb-and-Flow irrigation styles.
- ▶ Durable ABS construction.
- ▶ 0.187" / 4.75mm thick ABS plastic.
- ▶ Thermoformed with a co-extruded acrylic cap to provide UV-stability, anti-microbial and fungal-resistant properties.
- ▶ Tray sits level to provide flat attachment points for lighting and air circulation.
- ▶ Sloped deck and network of canals within the tray ensure proper drainage away from plants to drain location.
- ▶ Easy cleanup.
- ▶ Tray capacity not to exceed 15 lbs./f².
- ▶ Available in 8'x4', 8'x3', 4'x4', and 4'x3'.
- ▶ *U.S. Patent No. D906,876 S and U.S. Patent No. 11,116,148. Additional U.S. patent pending.

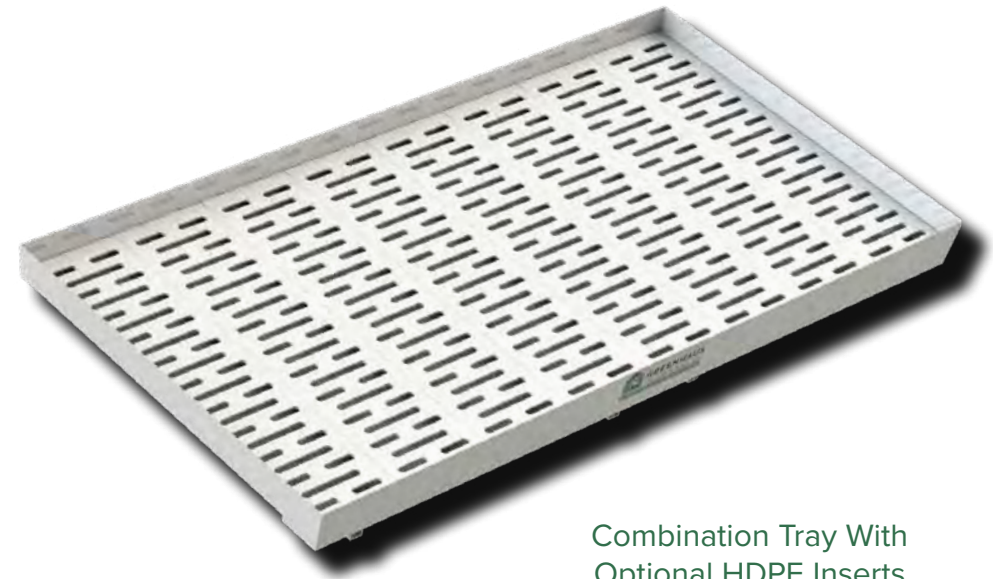
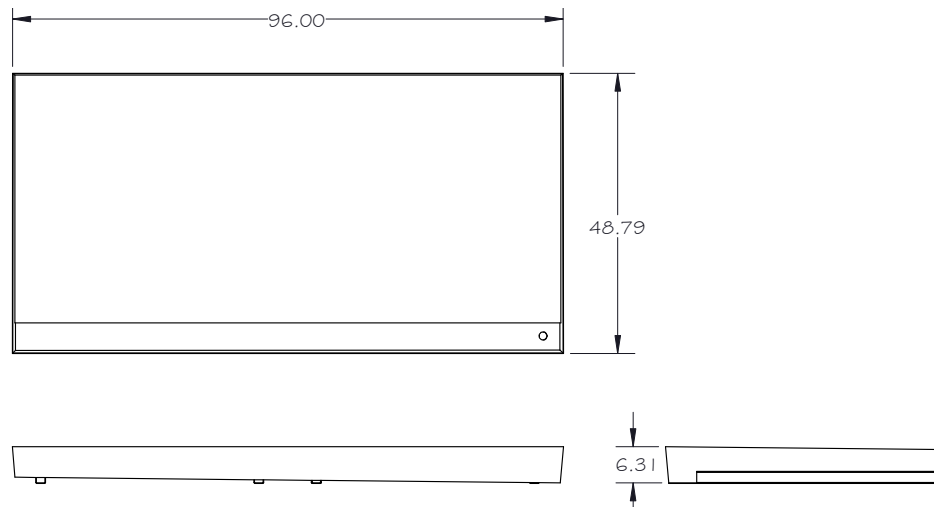


COMBINATION TRAYS

License Type: Integrated Facility

Elevate. Cultivate. Grow.™

- ▶ Trays can be used for drip-to-drain irrigation or ebb & flow.
- ▶ 11ga aluminum with powder coat finish.
- ▶ Built in trough for easy drainage.
- ▶ Optional HDPE Inserts are fungal-resistant and anti-microbial.
- ▶ Capable of flooding to a depth of 4" maximum (without inserts).
- ▶ Built-in struts provide support and attachment points for lights, air circulation, and plumbing.
- ▶ Flood fill location can be added at most convenient location by G.C. or customer.
- ▶ Available in 8'x4', 8'x3', 4'x4', 4'x3' (custom sizes available).
- ▶ Tray capacity not to exceed 20 lbs./f².
- ▶ U.S. Design Patent No. D906,876.
- ▶ MADE TO ORDER, LONGER LEAD TIMES APPLY.
Check with your sales person for details.



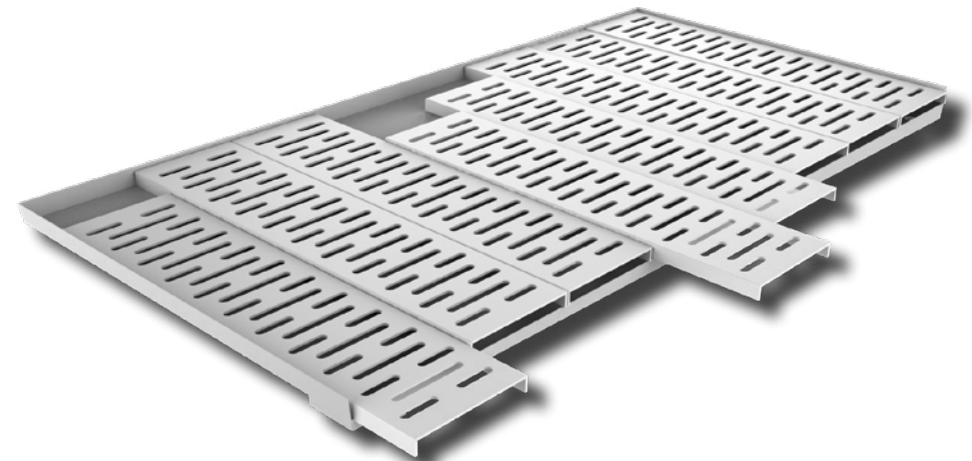
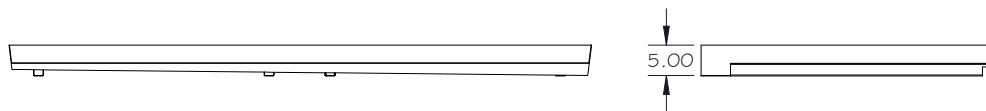
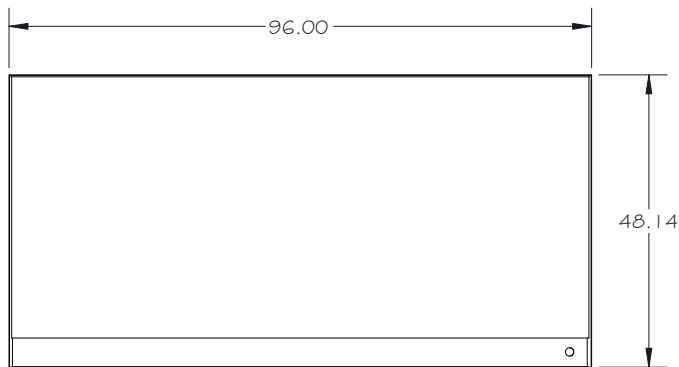
Combination Tray With
Optional HDPE Inserts

DRIP-TO-DRAIN TRAYS

License Type: Integrated Facility

Elevate. Cultivate. Grow.™

- ▶ Tray is designed for use in a drip-to-drain irrigation style.
- ▶ 11ga aluminum with powder coat finish.
- ▶ Built in trough for easy drainage.
- ▶ Optional HDPE Inserts are fungal-resistant and anti-microbial.
- ▶ Inserts easily slide out for access to rear plants and cleaning.
- ▶ Built in struts provide support and attachment points for lights, air circulation, and plumbing.
- ▶ Available in: 8'x4', 8'x3', 4'x4', and 4'x3' (custom sizes available).
- ▶ Tray capacity not to exceed 20 lbs./f²
- ▶ U.S. Design Patent No. D925,392.
- ▶ **MADE TO ORDER, LONGER LEAD TIMES APPLY.**
Check with your sales person for details.

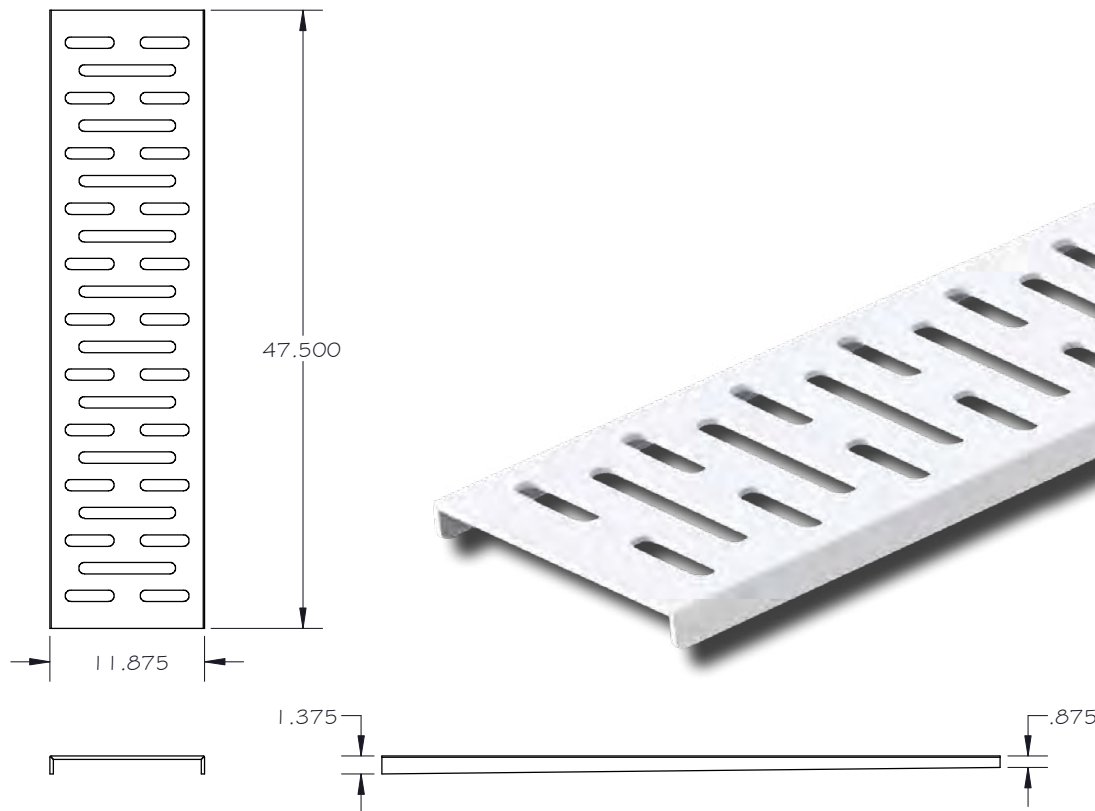


Drip-To-Drain Tray With
Optional HDPE Inserts

HDPE INSERTS

Elevate. Cultivate. Grow.™

- ▶ Designed for use with Combination or Drip-To-Drain Trays.
- ▶ HDPE material is fungal-resistant and anti-microbial.
- ▶ Tapered design to provide a level surface for plants.
- ▶ Creates space for air circulation and water runoff underneath plants in order to maintain healthy roots.
- ▶ Slides easily for access to rear plants.
- ▶ Easily removable for fast and efficient cleaning.
- ▶ Patent Pending.

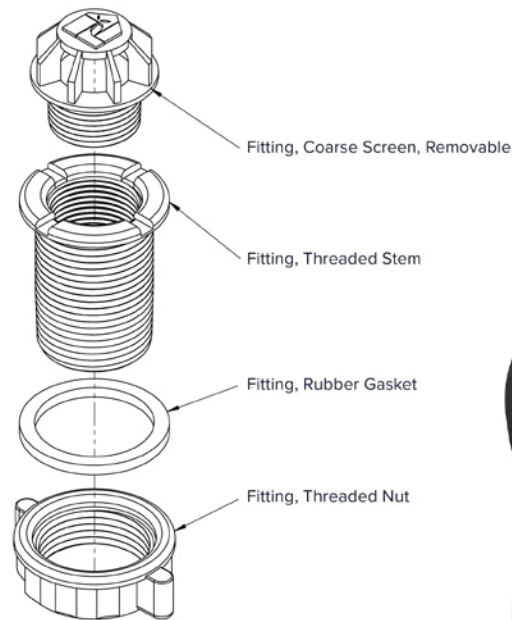


STRAIGHT DRAIN FITTING

License Type: Integrated Facility

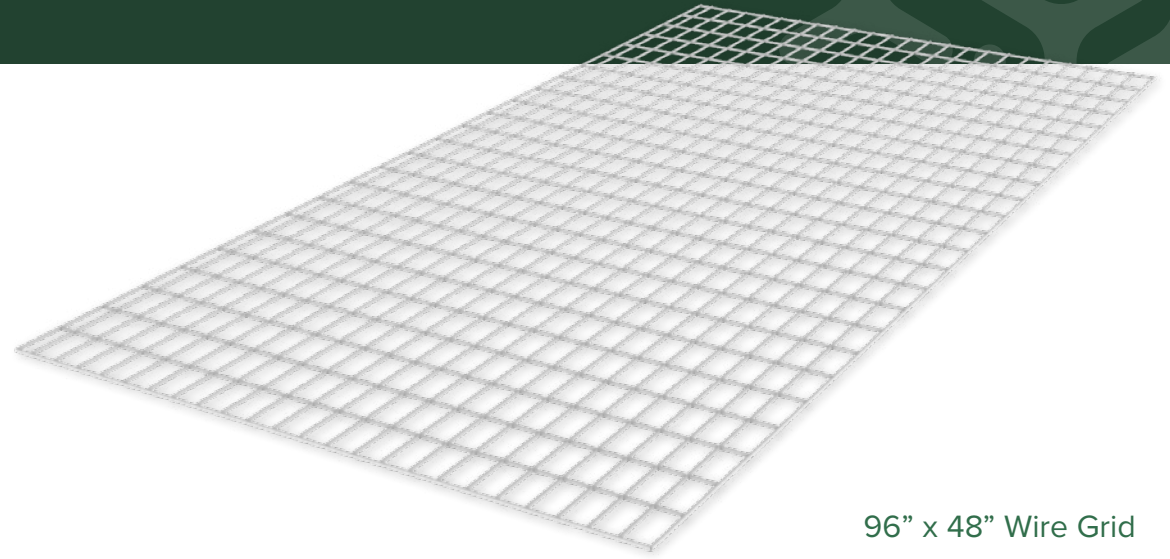
Elevate. Cultivate. Grow.™

- ▶ 1" Threaded Bulk Head Fitting.
- ▶ Designed for 1.28" Thru Hole.
- ▶ Accepts NPT Fittings.
- ▶ 1" NPT External Stem – for attachment to elbows or couplers.
- ▶ ¾" NPT Internal Stem – for attachment to barbed fitting couplers.
- ▶ Larger bore diameter allows great GPM Flow.
- ▶ Course screen blocks large debris while allowing finer sediments to pass through without clogging drainage.
- ▶ Channels in stem lip require less buildup of water before drainage begins.

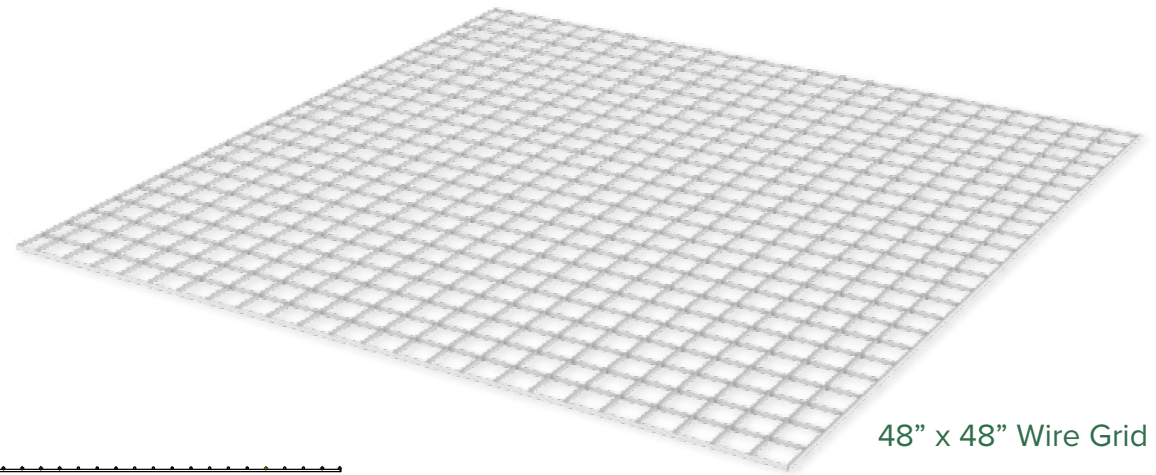
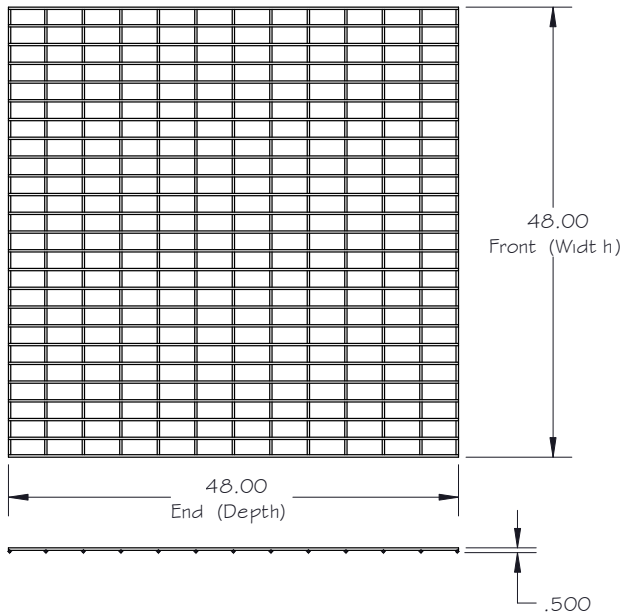


WIRE GRID

- ▶ Round wire welded in a 2" x 4" pattern.
- ▶ Ideal application for wire grid is as a hanging lattice for drying rooms.
- ▶ Wire grid is available for operations providing their own tray solutions.
- ▶ Includes powder coated steel supports for attachment points for lights, air circulation, and plumbing.
- ▶ Wire is powder coated a light grey.
- ▶ Sizes available: 8'x4', 8'x3', 8'x2', 4'x4', 4'x3', 4'x2'.
- ▶ Wire grid sizes over 48" come in two parts.



96" x 48" Wire Grid



48" x 48" Wire Grid

ELEVATE™ PLATFORM SYSTEM

License Type: Integrated Facility

Elevate. Cultivate. Grow.™

The Elevate™ Platform System is a robust, lightweight, and portable deck to allow cultivators to access Pipp's Multi-Tier Mobile Grow Racks quickly, efficiently, and most importantly - safely. This patent-pending system was designed to integrate with Pipp's Bulk Rack Shelving Systems without any modifications. The Elevate™ Platform System can be installed on new or existing mobile vertical grow racks.

- ▶ Quick and simple setup.
- ▶ Lightweight components allows one person to set up the entire system.
- ▶ Aluminum and galvanized steel components are corrosion resistant.
- ▶ Deck sections are 22" x 49" giving ergonomic access to canopy without giving up overall canopy throughout room.
- ▶ Galvanized steel support rails hold 650 lbs per pair (tested to 4x capacity per OSHA requirements).
- ▶ Purpose built support rails are adjustable and have integrated anti-dislodge protection features to keep beams secure while in use.
- ▶ Multiple people can access and work on the platform at once.
- ▶ Ladders available to cover deck heights between 30" and 120" A.F.F.
- ▶ Mobile Vertical Racking designs that incorporate a 46" or larger mobile access aisle, two separate working rows of the Elevate™ Platform System may be utilized simultaneously.



DRY/CURE ROOM

MOBILE STORAGE

License Type: Integrated Facility

Elevate. Cultivate. Grow.™

SHELVING SPECIFICATIONS:

- ▶ 14-gauge steel rivet style shelving which is adjustable on 1-1/2" increments.
- ▶ Rack configuration is fully customizable. Typical rack configuration is 24" wide x 16' high with 3 dry levels.

HANG OPTIONS:

- ▶ **Round Hang Bars** - Hang full plants on our hang bar with a simple hook attachment for faster trimming.
- ▶ **Grid Hang** - Hang plants from any position directly on 4" x 4" wire grid spacing, allowing for greater air circulation with built in Flue Space.
- ▶ **Finger Bars** (shown) - Easily hang plants from adjustable cantilever prongs without hooks or wires. The hang attachment comes standard with 12 rods, which easily adjust along the support bracket.



AIR CIRCULATION SYSTEM

License Type: Integrated Facility

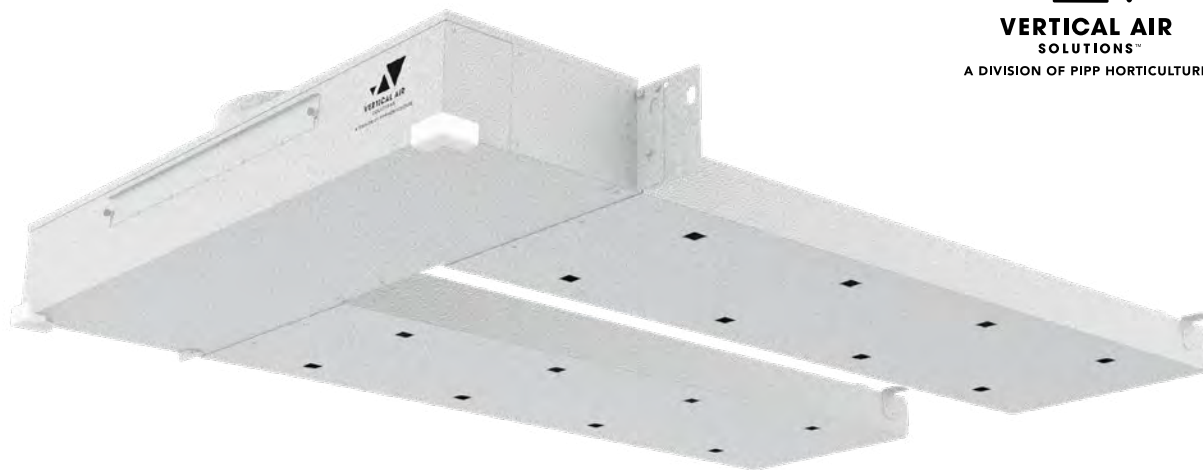
Elevate. Cultivate. Grow.™

Vertical Air Solutions' patented air circulation system provides canopies with uniform air circulation while homogenizing the atmosphere in a multi-layered rolling rack platform. Developed by growers for growers. This system provides increased air flow control, by integrating filtration and CO2 delivery for vertical farming applications.

- ▶ **Increased Savings:** VAS Air Circulation Systems, depending on the rack length, will **save 46 - 68%** in electricity costs per year, compared to circular fans, and will **pay for itself in 12 to 18 months!**
- ▶ **Increased Consistency:** Regulate environmental factors such as temperature, humidity, and CO2 levels for more consistent yields.
- ▶ **Enhanced Crop Yield:** Increase the quality of your crop at any scale by maximizing control over the indoor growing space.
- ▶ **Decreased Crop Loss:** Eliminate the risk from potential issues like powdery mold or mildew.

▶ **U.S. Patents**

U.S. Patent No. 10,694,682 B2
 U.S. Patent No. 10,806,099 B2
 Other U.S. and foreign patents pending.



FAN POWER CONSUMPTION

6" fan	.62 amps
8" fan	1.58 amps
10" fan	2.05 amps
12" fan	4.1 amps

SHIPPING CONFIGURATION

Air Mixture Chamber	Ships fully assembled
Ducts	Ships in flat sheets; requires assembly

WEIGHTS

Air Mixture Chamber	15 lbs
Ducts	16 lbs/4 ft increments

PHYSICAL DIMENSIONS

Air Mixture Chamber	40"x10"x12"
Ducts	16'x 3'x (4' increments)

VAS PLANT HANGERS



Vertical Air Solutions' Plant Hangers specifically target the needs of cannabis cultivators. With an opening on one side, stalks are placed directly on a horizontal bar, instead of being threaded through the hanger. These hangers are also taller to allow for longer base stems and the indentations on the horizontal bar keep the plants equidistant from each other, assuring even drying and consistent yields. The sturdy, antimicrobial construction of the hangers allow for years of re-use. When combined with rolling racks that can be weighed, and go straight from flower room to drying room, the plants are touched only one time, reducing the risk of damage.

- ▶ More efficient use of labor and space by minimizing handling of the plants and getting more plants per hanger.
- ▶ Less waste due to fewer flowers being lost from multiple handling operations.
- ▶ Even drying rates for all plants, assuring a consistent product for manufacturers and users alike.
- ▶ Cost savings and a lowered environmental impact from the continuous re-use of the production-tested antimicrobial steel hangers.
- ▶ Hanger Dimensions: 19.2" width | 8.75" height | 1.5" hanger hook width
- ▶ U.S. Patent No. US D873,036 S



DRYING CART

Elevate. Cultivate. Grow.™

The Pipp Horticulture **Drying Cart** is designed to accommodate hanging plants in order to dry them out for further processing. It has adjustable cantilever-style finger attachments which allow you to configure the cart as needed. The drying cart is an essential part of the cultivation process that can provide an increase in production and help streamline your workflow.

- ▶ 65”H x 60”W x 24”D
- ▶ 14-gauge steel posts and supports.
- ▶ Finish – medium gray E-Coat finish.
- ▶ Option to upgrade to anti-bacterial & anti-microbial white powder coating.
- ▶ Ships unassembled.
- ▶ Assembles with minimal tools.
- ▶ Adjustable hang attachments, carts can utilize 1-3 levels for hanging dry plants.
- ▶ The hang attachment comes standard with 7 rods, which easily adjust along the support bracket.
- ▶ The bottom shelf is a 1/4” HDPE plastic insert with a 1/4” lip on all four sides.
- ▶ Cart has a 1,000 lbs weight capacity.



SHELF CART

Elevate. Cultivate. Grow.™

The versatile **Shelf Cart** can be used for both general storage and transporting goods. The shelf levels are adjustable and additional shelves can easily be added to the cart to customize it to suit your needs.

- ▶ 65”H x 60”W x 24”D
- ▶ 14-gauge steel posts and supports.
- ▶ Finish – medium gray E-Coat finish.
- ▶ Option to upgrade to anti-bacterial & anti-microbial white powder coating.
- ▶ Ships unassembled.
- ▶ Assembles with minimal tools.
- ▶ Comes standard with three adjustable shelves and two openings.
- ▶ Additional shelves can easily be added to cart if required.
- ▶ Shelves are a 1/4” HDPE plastic insert with a 1/4” lip on all four sides.
- ▶ Cart has a weight capacity 1,000 lbs.



COMBO CART

Elevate. Cultivate. Grow.™

The multi-purpose **Combo Cart** combines our exclusive hanging attachment for drying out plants with adjustable shelves below for general storage and transport needs.

- ▶ 65”H x 60”W x 24”D
- ▶ 14-gauge steel posts and supports.
- ▶ Finish – medium gray E-Coat finish.
- ▶ Option to upgrade to anti-bacterial and anti-microbial white powder coating.
- ▶ Ships unassembled.
- ▶ Assembles with minimal tools.
- ▶ Comes standard with 1 adjustable hanging dry level at the top level and 2 shelf levels at the middle and bottom with 1 opening.
- ▶ The hang attachment comes standard with 7 rods which easily adjust along the support bracket.
- ▶ Shelves are a 1/4” HDPE plastic insert with a 1/4” lip on all four sides.
- ▶ Additional shelves can easily be added to cart if required.
- ▶ Cart has a weight capacity 1,000 lbs.



NESTING DRYING RACK

License Type: Integrated Facility

Elevate. Cultivate. Grow.™



The **Nesting Drying Rack** delivers ease of use, safety, and long life. Super heavy-duty construction combined with standard 5" swivel non-marring casters provides a 1,000 lb. total load capacity. Z-Base allows for nesting when not in use.

- ▶ RGR-350 Series: 48"L x 24"W x 72"H
- ▶ RGR-550 Series: 62 ¼"L x 24"W x 72"H
- ▶ Hang rail constructed of 14-gauge steel.
- ▶ 1 ½" Square steel tubing base.
- ▶ Chrome uprights and hang rails.
- ▶ Welded gussets at Z-base corners for added strength.
- ▶ Load capacity – up to 1,000 lbs.
- ▶ Ships knocked-down.
- ▶ Designed for easy assembly.
- ▶ 350 Series and 550 Series can ship UPS.



Nested Z-Racks



Z-Rack with Optional Bottom Shelf



Z-Rack with Optional Middle Bar

WIRE CART

Elevate. Cultivate. Grow.™

These durable and highly functional **Wire Carts** are ideal for mobile storage requirements. The open wire construction minimizes dust/dirt accumulation and maximizes airflow as well visibility.

- ▶ Lengths: 24", 30", 36", 42", 48", 60", and 72".
- ▶ Widths: 18", 21", and 24".
- ▶ Heights: 63" and 74".
- ▶ 4 Shelves with split sleeves.
- ▶ 4 Posts.
- ▶ Posts are numbered in 1" increments for ease of assembly.
- ▶ 5" Heavy-duty non-marring swivel casters.
- ▶ Easy to transport and maneuver.
- ▶ Load capacity – up to 1,000 lbs.
- ▶ No tools required.
- ▶ Ships knocked-down.
- ▶ Most sizes can ship UPS.



Available as a
Security Cage

SECURED STORAGE

Elevate. Cultivate. Grow.™

- ▶ Robust pry-resistant doors.
- ▶ Fully welded closed tube frame.
- ▶ Three point rod locking mechanism.
- ▶ Tamper proof hardware.
- ▶ Easy visual inspection of product with 1.5" x 1.5" grid spacing.
- ▶ Update security anytime with Interchangeable Cylinder Lock.
- ▶ Secured in place with 3/8" Seismically approved concrete anchors.
- ▶ Store any size product with adjustable shelf spacing on 1-1/2" increments.



GOWNING ROOM LOCKERS

License Type: Integrated Facility

Elevate. Cultivate. Grow.™



Box Lockers



Double-Tier



Single-Tier

Widths (inch)

- ▶ 6" - 12" ▶ 42" - 48"
- ▶ 12" - 18" ▶ 66" - 72"
- ▶ 30" - 36" ▶ 72" - 78"
- ▶ 36" - 42"

Depths (inch)

- ▶ 12" - 18"
- ▶ 18" - 24"

Heights (inch)

- ▶ 72" - 78"
- ▶ 78" - 84"

Standard Colors

- ▶ Sand (SND)
- ▶ Medium Grey (MGY)
- ▶ Black (BLK)

Offered with or without legs.



PIPP[®]
HORTICULTURE

Exhibit 22 - Machinery and Equipment

ELEVATE YOUR CULTIVATION



(616) 988-4044



pipphorticulture.com



info@pipphorticulture.com



[@pipphorticulture](https://www.instagram.com/pipphorticulture)

BENCHES FOR INCREASING PRODUCTIVITY

Benches can either be stationary or rolling

Can be fabricated in expanded metal covering, ebb and flood trays, or irrigation troughs

The bench assembly is designed for easy installation

The snap together aluminum profiles and factory welded stands make your job easier



STATIONARY AND ROLLING BENCHES

- All aluminum, snap together top frames
- All aluminum, adjustable stands for easy leveling
- Strong yet lightweight for easier assembly
- Corrosion resistant
- Customizable height
- Pre-galvanized steel purlin bracing and roll tubes
- Rolling benches have 2" roller tubes for easy roll even with freshly watered plants

BETTER BENCH CORNERS

- Friction fit, plastic corners
- Slide in place
- Smooth rounded corners for snag free workspace
- Upgrade your current GGS benches with our retrofit kits
- Aesthetically pleasing
- Easy to install

SINGLE AND DOUBLE RAIL CARTS (not shown)

GGs Rail Carts are available as either single or double rail. The double rail type is capable of spanning the full width of your greenhouse. Rail Carts take hours off your labor time. Use them to take cuttings from hanging baskets, and watch as you get twice as many in half as much time. GGS Rail Carts are the perfect answer for transferring bench crops in the greenhouse.



QUALITY CANNABIS GROWING SYSTEMS



MULTI-TIERED ALUMINUM BENCHES, GROW TABLES FOR COMMERCIAL MARIJUANA

- Double the crop density of your cannabis veg room or small marijuana grow room
- Built-in lighting supports for LED grow lights or T5 lamps
- Easily adjustable height and slope to suit your growing needs
- Reduce capital costs by lowering your cannabis crop footprint (lower CO2, temperature, and humidity control costs)
- Durable and easy to assemble with modular design
- Built for use with flood trays

SPECS:

- Stationary multi-tiered bench
- 4 - 6ft wide; varying lengths
- All-aluminum frame for superior corrosion protection



QUALITY CANNABIS GROWING SYSTEMS



GROW LIGHT SUPPORT SYSTEM FOR ROLLING BENCHES, GROWING TABLES

- Keeps your LED/T5 lights dedicated to the plant for maximum coverage
- Lights will move in tandem with your rolling bench
- These supports double as a grow net support system
- Durable and easy to assemble with modular design
- Brackets clip into place on the side rail of the bench



ELEVATE™ PLATFORM SYSTEM

The Elevate™ Platform System is a robust, lightweight, and portable deck to allow cultivators to access PIPP's Multi-Tier Mobile Grow Racks quickly, efficiently, and most importantly - safely. This patent-pending system was designed to integrate with PIPP's Bulk Rack Shelving Systems without any modifications. The Elevate™ Platform System can be installed on new or existing mobile vertical grow racks.



FEATURES:

- ▶ Quick and simple setup means more time spent caring for plants and less time preparing your workspace.
- ▶ Lightweight components allow one person to set up the entire system. No component weighs more than 15 lbs.
- ▶ Aluminum and galvanized steel components give great corrosion resistance.
- ▶ Deck sections are 22" by 49" to allow use in any layout.
- ▶ 22" wide walkway gives ergonomic access to canopy without giving up overall canopy throughout room.
- ▶ Multiple people can access and work on the platform at once.
- ▶ Galvanized steel support rails rated at 500 lbs per pair (tested to 4X capacity per OSHA requirements).
- ▶ Support rails are adjustable on 2" increments to give full flexibility in selecting platform heights and create the most ergonomic working area.
- ▶ Rails have integrated anti-dislodge protection features to keep beams secure while in use.
- ▶ Ladders available to accommodate deck heights between 30" and 100" A.F.F.
- ▶ If the mobile aisle is 46" or larger, two separate working rows of the patent-pending Elevate™ Platform System can be used simultaneously.

OSHA safety guidelines for elevated platforms may vary by state. It is the responsibility of the facility owner to adhere to the safety guideline for their state.

SPECIFICATIONS:

DECKS

- ▶ Decks are 22" x 49"
- ▶ Engineered to work with 500 lb capacity rails
- ▶ Weigh less than 10 lbs.
- ▶ "Daisy-chain" and ladder attachments integral to each deck
- ▶ Marine grade aluminum for corrosion resistance and weight reduction



RAILS

- ▶ Galvanized Steel Rails for corrosion resistance and strength
- ▶ 500 lbs capacity
- ▶ Available in 96" and 48" sections
- ▶ Anti-dislodge tabs secure rails in place
- ▶ Accommodates end-of-aisle deck stops

LADDERS

- ▶ Lightweight Aluminum Tube Construction
- ▶ 250 lbs capacity
- ▶ Range from 3 rung to 8 rung to cover any deck height from 30" to 100" A.F.F.
- ▶ 3 Position hook plates give multiple angle options
- ▶ Anti-dislodge slots secure the ladder to the end platform for safe and secure placement of the ladder



CULTIVATION ELEVATED®



License Type: Integrated Facility

PIPP[®]

HORTICULTURE

Elevate. Cultivate. Grow.™



VERTICAL FARMING SOLUTIONS

The future of cannabis cultivation is **maximizing space and efficiency** with mobile vertical cultivation racks.

*Pipp takes you there by **TAKING YOU UP!***

As LED technology continues to improve and outperform traditional HPS lighting, single-tier facilities are giving way to multi-tiered rolling vertical farms.

Vertical Farming = Greater Output

Vertical farming **reduces operating costs** and can **increase your overall revenue per square foot by as much as 3x.**

The question isn't **IF** you should make the change, it's **WHO** can best help you get the job done?

Exhibit 22 - Machinery and Equipment

License Type: Integrated Facility



Page 49 of 95



License Type: Integrated Facility

Pipp Horticulture is the leading provider of movable vertical racking systems!

Pipp systems are installed in hundreds of indoor cultivation facilities across North America and Europe! With **over 40 years of experience** serving the nation's top retailers, Pipp has engineered cost-saving solutions that can exponentially increase your production without adding an inch to your footprint. Double or triple your canopy by maximizing your cubic grow space with more efficient workflow.

Not only can you produce more, you'll save more.

Pipp's prices are lower than the industry standard thanks to decades of experience in the price-sensitive retail market, factory direct sales channel, and an efficient team of licensed installers.

Pipp's mobile multi-level rack and tray systems are the *most cost-effective investment you can make.*

- ▶ NSF Certified
- ▶ Efficient
- ▶ Easy to Clean
- ▶ Lightweight
- ▶ ADA & Seismic Compliant Options
- ▶ Sustainable
- ▶ Safe & Durable
- ▶ Includes Full Design & Installation Services

Services



MADE IN THE USA FACTORY DIRECT

Based in Grand Rapids, Michigan, Pipp serves cannabis and traditional cultivators with the same expertise that forged its dominance in the retail industry. You deal directly with us and we design specifically for you. No wasted resources...no mark-ups... **YOU WIN!**

Exhibit 22 - Machinery and Equipment



MARINE GRADE ALUMINUM

We build our carriages and tracks with non-corrosive high tensile aluminum extrusions and stainless steel rails to provide premium strength in a lightweight durable system.



Exhibit 22 - Machinery and Equipment



License Type: Integrated Facility **SEISMICALLY APPROVED**

California might bear the biggest risk for earthquakes, but natural disasters can strike anywhere. We mitigate that risk with ADA and seismic code compliant options.



MOBILE FLEXIBILITY

We do offer fixed racks, however nearly all of our customers enjoy the benefits of going mobile. Choose from our manual or mechanical-assisted systems to easily access all parts of your garden and enjoy a more efficient workflow.



SINGLE LEVEL START

Many cultivators like the idea of starting out single level and evolving into multiple tiers. With the primary infrastructure in place, adding additional supports and trays are relatively easy with minimal down time.

Case Study: REDBUD ROOTS

License Type: Integrated Facility

THE PROBLEM

The facility needed to...

Grow

vertically to maximize canopy space in three buildings.

Movement

of aisles for a better workflow.

Higher Yield

and return on investment.





Exhibit 22 - Machinery and Equipment



License Type: Integrated Facility *Planning*

Our team of in-house designers, engineers, and experienced cultivation experts designed a mobile cultivation system that integrated with the other components necessary for successful operation, like lighting, airflow, irrigation and drainage systems.



Solution

Pipp Horticulture provided 2-tier movable grow racks in each of their veg and clone rooms, more than **DOUBLING THEIR CANOPY SPACE**. We also found space to provide movable drying racks with 3 levels of dry products per movable rack.



Results

- ▶ **\$1,552,320 INCREASE** in flower revenue.
- ▶ **HIGHER YIELD** with less overhead costs.
- ▶ **MORE SUSTAINABLE** and environmentally conscious platform.



License Type: Integrated Facility



*“Pipp has been an absolute blessing, they’re the most reliable, and have more than **doubled our grow space.**”*

Hunter Mishler, Director of Production Science



*“By transitioning to Pipp Horticulture’s vertical farming, we maximized canopy space and **more than doubled production** per square foot, while increasing efficiency and a streamlined workflow.”*

Tony Martinez, Cultivation Manager



Page 55 of 95



License Type: Integrated Facility



*“Using Pipp racking is a decision I would make **ten times out of ten!**”*

Sozo Team



*“We chose Pipp racking because its mobile aisles allow us to **grow more of our produce in the same footprint** and helps us deliver the best product to our customers.”*

Planted Detroit Team

Exhibit 22 - Machinery and Equipment



Page 56 of 95

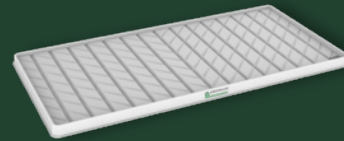
Products



Mobile Carriages



Vertical Racks



Grow Trays



Mobile Carts

TRAK-FREE™ CARRIAGE

License Type: Integrated Facility



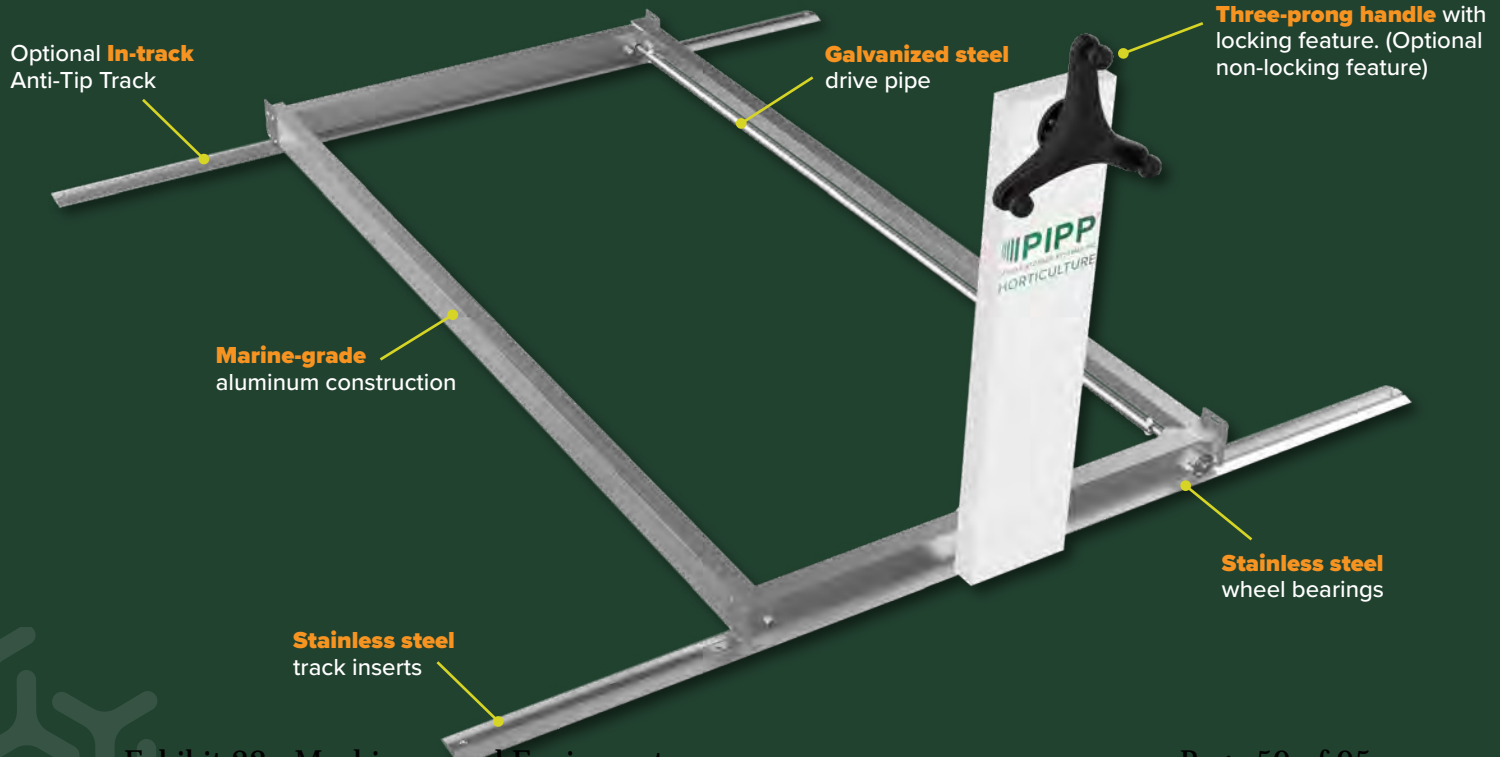
*Maximum carriage load capacity is 11,000 lbs.

Exhibit 22 Machinery and Equipment

Page 58 of 95

MECHANICAL-ASSIST **CARRIAGE**

License Type: Integrated Facility



VERTICAL **GROW RACK**

License Type: Integrated Facility

Racks available up to 18' high.
(Racks higher than 18' require engineering approval).

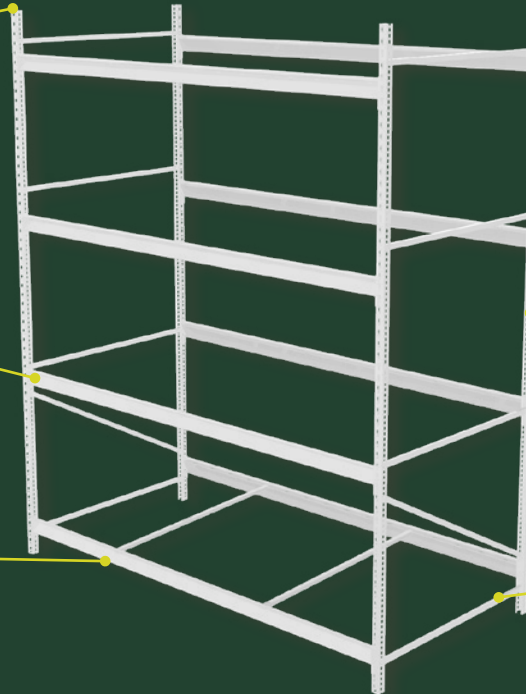
High capacity shelving constructed from high strength steel.

White Powder Coat is UV-stable and contains anti-microbial and fungal-resistant additives.

Uprights can support up to 17,000 lbs.

Beams can support up to 2,150 lbs.

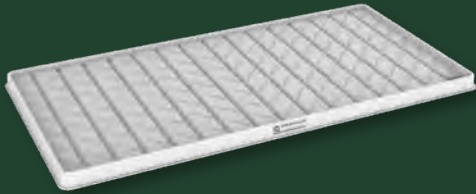
Supports accommodate a wide variety of grow trays, accessories, mounting equipment for LED lights and other utilities.



GROW TRAYS

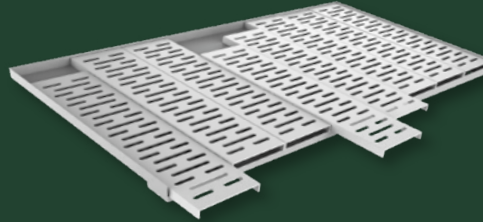
Pipp's grow trays provide connection points for lights, air circulation, and plumbing. They also drain effortlessly with HDPE (high-density polyethylene) inserts that are fungal-resistant and anti-microbial.

License Type: Integrated Facility



ABS Combination Grow Trays

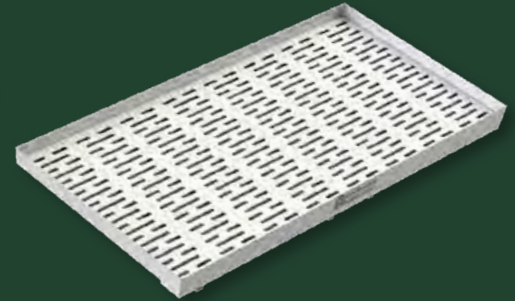
ABS Corrugated Grow Trays can be utilized for both Drip-to-Drain and Ebb-and-Flow irrigation styles. Made from a durable ABS plastic almost 5mm thick, Pipp uses a deep-draw thermoformed process to design a tray with a built-in slope to ensure proper drainage. The ABS material also has a co-extruded acrylic "cap" to provide UV stability as well as anti-microbial and fungal-resistant properties. These trays can be adjusted to provide even greater slope if desired by the customer for unique growing conditions by simply adjusting the support beams. Tray capacity not to exceed 15 lbs./ft². Available in 8'x4', 8'x3', 4'x4', and 4'x3'. *U.S. Patent No. D906,876 S and U.S. Patent No. 11,116,148, additional U.S. Patent pending.



Drip-to-Drain Grow Trays with optional HDPE Inserts

Drip-to-Drain Trays are perfect for Drip-to-Drain irrigation vertical grow systems. They feature optional HDPE Inserts that are fungal-resistant and anti-microbial. Tray capacity not to exceed 20 lbs./ft². Available in 8'x4', 8'x3', 4'x4', and 4'x3' (custom sizes available). *U.S. Design Patent No. D925,392.

**Made to order, longer lead times will apply. Check with your sales person for details.*



Combination Grow Trays with optional HDPE Inserts

These trays can be used for Drip-to-Drain irrigation or Ebb-and-Flow. They are combined with our Vertical Grow Racking and Mobile Carriages to provide the most efficient indoor grow space. Available in 8'x4', 8'x3', 4'x4', and 4'x3' (custom sizes available). Tray capacity not to exceed 20 lbs./ft². *U.S. Design Patent No. D906,876.

**Made to order, longer lead times will apply. Check with your sales person for details.*

STATIONARY & ROLLING BENCHES

GGs benches can be **stationary or rolling** and are fabricated in expanded metal covering, ebb & flood trays, or irrigation troughs. The bench assembly is designed for easy installation with snap together aluminum profiles and factory welded stands to make your job easier!

- ▶ All aluminum, snap together top frames.
- ▶ All aluminum, adjustable stands for easy leveling.
- ▶ Strong yet lightweight for easier assembly.
- ▶ Corrosion resistant.
- ▶ Customizable height.
- ▶ Pre-galvanized steel purlin bracing and roll tubes.
- ▶ Rolling benches have 2" roller tubes for easy roll even with freshly watered plants.



MOBILE CARTS

Our high quality manufactured products don't stop at our vertical farm. License Type: Integrated Facility. Our exclusive drying racks are durable, space-saving and best of all, configurable. Mobile storage carts and drying racks for cannabis allow you to further maximize the space in your facility.



Drying Cart

The Drying Cart is designed to accommodate hanging plants in order to dry and cure them for further processing. It has adjustable cantilever-style finger attachments which allow you to configure the cart as needed.



Shelf Cart

The versatile Shelf Cart can be used for both general storage and transporting goods. The shelf levels are adjustable and additional shelves can easily be added to the cart to customize it to suit your needs.



Combo Cart

The multi-purpose Combo Cart combines our exclusive hanging attachment for drying out plants with adjustable shelves below for general storage and transport needs.



Wire Cart

These durable and highly functional carts are ideal for mobile storage requirements. The open wire construction minimizes dust and dirt accumulation and maximizes airflow as well visibility.

NESTING DRYING RACKS

The Nesting Drying Rack delivers ease of use, safety and durability. Its integrated facility construction combined with standard 5" swivel non-marring casters provides a 1,000 lb. total load capacity. Z-Base allows for nesting when not in use.



**Nesting
Drying Rack**



**4 Drying Racks
Nested Together**



**Optional Fold-Up
Bottom Shelf**



**Optional Middle
Hangrail**

SECURED STORAGE

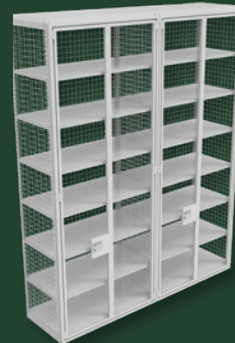
License Type: Integrated Facility



Pipp's Solid Lockers are built to be durable with their heavy duty steel construction and high grade powder-coat finish. These versatile lockers are available in a variety of configuration options and colors. Several accessories are also available.

Secured Storage Systems feature robust pry-resistant doors, fully welded closed tube frame, and a three-point rod locking mechanism. Store any size product with adjustable shelf spacing on 2-1/2" increments.

10'H Double Secured Storage Unit



6'H Single Secured Storage Unit



ELEVATE™ PLATFORM SYSTEM

License Type: Integrated Facility

The Elevate™ Platform System is a robust, lightweight, and portable deck to allow cultivators to access Pipp's Multi-Tier Mobile Grow Racks quickly, efficiently, and most importantly - safely. This patent-pending system was designed to integrate with Pipp's Bulk Rack Shelving Systems without any modifications. The Elevate™ Platform System can be installed on new or existing mobile vertical grow racks.

- ▶ Quick and simple setup.
- ▶ Lightweight components allows one person to set up the entire system.
- ▶ Aluminum and Galvanized steel components are corrosion resistant.
- ▶ Deck sections are 22" x 49" giving ergonomic access to canopy without giving up overall canopy throughout room.
- ▶ Galvanized steel support rails hold 650 lbs per pair (tested to 4x capacity per OSHA requirements).
- ▶ Purpose built support rails are adjustable and have integrated anti-dislodge protection features to keep beams secure while in use.
- ▶ Multiple people can access and work on the platform at once.
- ▶ Ladders available to cover deck heights between 30" and 120" A.F.F.
- ▶ Mobile Vertical Racking designs that incorporate a 46" or larger mobile access aisle, two separate working rows of the Elevate™ Platform System may be utilized simultaneously.

Exhibit 22 - Machinery and Equipment



Page 66 of 95

AIR CIRCULATION SYSTEMS

License Type: Integrated Facility



Vertical Air Solutions' patented air circulation system provides canopies with uniform air circulation while homogenizing the atmosphere in a multi-layered rolling rack platform. Developed by growers for growers. This system provides increased air flow control, by integrating filtration and CO2 delivery for vertical farming applications.

- ▶ **Increased Savings:** VAS Air Circulation Systems, depending on the rack length, will **save 46 - 68%** in electricity costs per year, compared to circular fans, and will **pay for itself in 12 to 18 months!**
- ▶ **Increased Consistency:** Regulate environmental factors such as temperature, humidity, and CO2 levels for more consistent yields.
- ▶ **Enhanced Crop Yield:** Increase the quality of your crop at any scale by maximizing control over the indoor growing space.
- ▶ **Decreased Crop Loss:** Eliminate the risk from potential issues like powdery mold or mildew.
- ▶ **U.S. Patents**
U.S. Patent No. 10,694,682 B2
U.S. Patent No. 10,806,099 B2
Other U.S. and foreign patents pending.

Exhibit 22 - Machinery and Equipment

DRY ROOM MOBILE STORAGE

License Type: Integrated Facility

Hang Options:

- ▶ 14 gauge steel Rivet Style Shelving which is adjustable on 1-1/2" increments.
- ▶ Rack configuration is fully customizable. Typical rack configuration is 24" wide x 16' high with 3 dry levels and 2 bars per level.
- ▶ **Round Hang Bars** - Hang full plants on our hang bar with simple hook attachments for faster trimming.
- ▶ **Finger Bars** - Easily hang plants from adjustable cantilever prongs without hooks or wires.
- ▶ **Grid Hang** - Hang plants from any position directly on a 4" x 4" wire grid spacing. This allows for greater air circulation with built-in Flue Space.

Exhibit 22 - Machinery and Equipment



Page 68 of 95



Exhibit 22 - Machinery and Equipment

The vertical farming industry is integrating every way!

Grand View Research estimates that the global vertical farming product market will **grow by 25.7%** by 2027. For indoor cultivation, mobile vertical racks are a vital tool for a successful growth system and can increase both yields and annual revenue.

Here are **6 things to consider** when picking a Vertical Rack Provider.

1

Dedication

Are they dedicated to the horticulture market?

2

Innovation

Do they provide innovative tools that enhance your yields?

3

Lead Times

What are the lead times? Are products sourced in the USA?

4

Integration

Do they offer integrated tray systems?

5

Drive System

Is a continuous drive shaft a standard feature?

6

Service

Do they put the customer first from sales to service?

With **over 40 years of experience** in the mobile racking industry, Pipp Horticulture is not just a provider, but a partner. Our certified installation team and the most experienced cultivation experts in the industry provide companies with custom solutions that maximize their grow space.

FAQs

How tall can the racks be?

Mechanical-Assist Cultivation Systems can be built up to 18' high and 56' long. Systems larger than this would require engineering approval.

What kind of track and rails are used? How are they installed?

Our unique track and rail system is marine grade aluminum and stainless steel. It is only ½" high and includes an anti-tip feature to comply with seismic codes. We level and anchor the rails into concrete floors for a high quality, safe installation that performs for decades.

How about irrigation and drainage?

Irrigation and drainage equipment is typically provided by the end user. Our systems can be designed to accommodate a wide range of applications.

Can vertical grow racks tolerate the conditions of a grow room?

Yes. However, prolong exposure to excessive humidity levels (+55% RH) and direct contact with water can eventually cause corrosion and/or oxidation over time. These are merely cosmetic and do not compromise the strength and durability of the grow system. Routine cleaning and maintenance of the system is the best way to mitigate this risk and maximize the system's performance and longevity.



CONTACT OUR TEAM
to elevate your cultivation!



(616) 988-4044



pipphorticulture.com

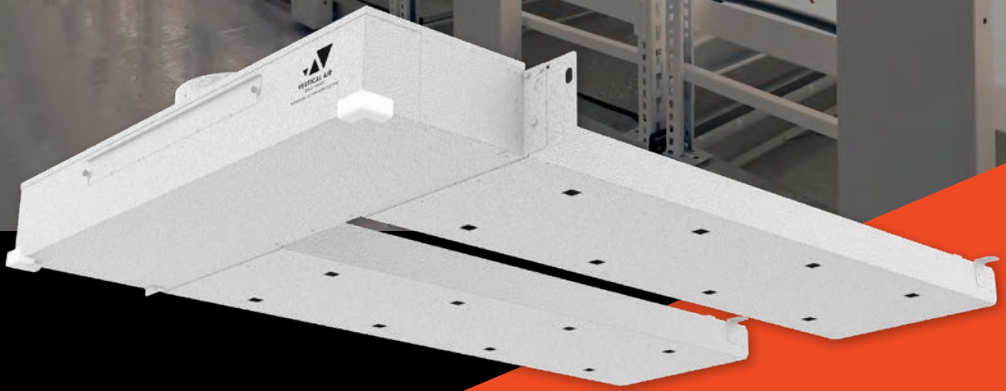


info@pipphorticulture.com



[@pipphorticulture](https://www.instagram.com/pipphorticulture)

License Type: Integrated Facility



VERTICAL AIR
SOLUTIONS™

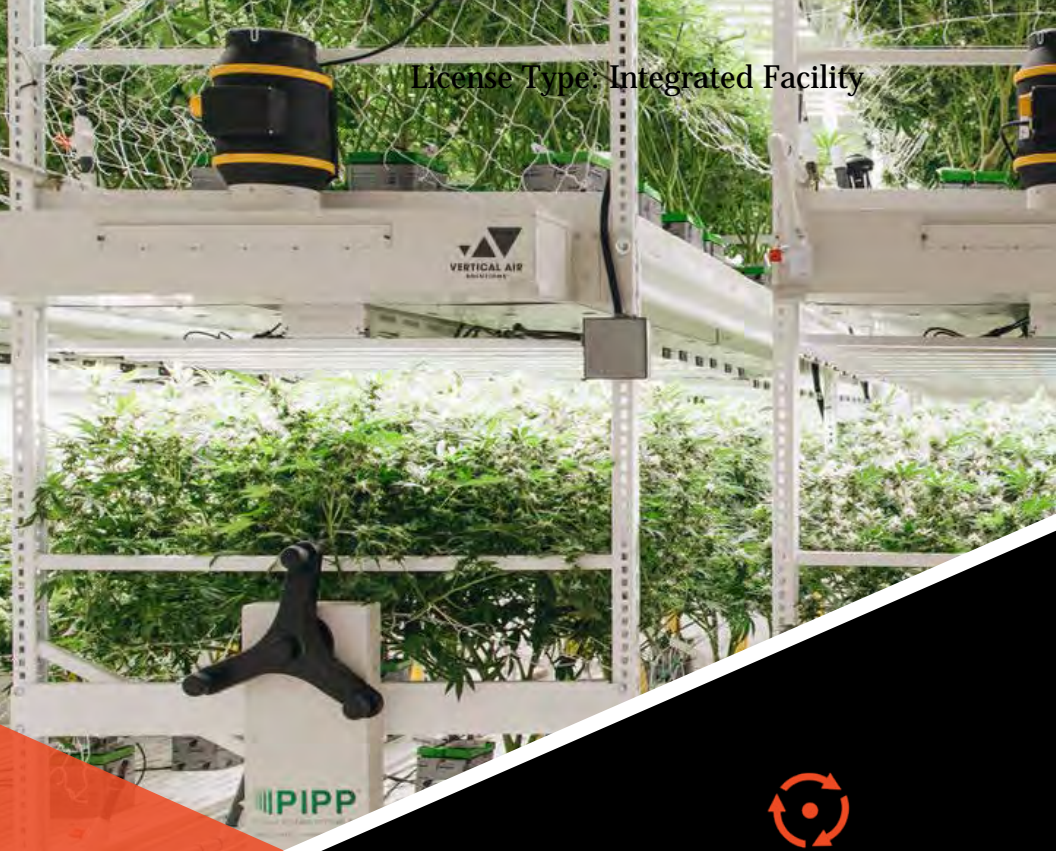
A DIVISION OF PIPER PERI DRILLING

MARKET LEADER IN
AIRFLOW
TECHNOLOGY

Exhibit 22 - Machinery and Equipment Page 72 of 95

11/17/2017 11:30:00 AM (50) 739-3009

License Type: Integrated Facility



YOUR SOLUTION TO BETTER **VERTICAL FARMING**

Vertical Air Solutions' patented air circulation system provides canopies with uniform air circulation while homogenizing the atmosphere in a multi-layered rolling rack platform.

Developed by growers for growers. This system provides increased air flow control, by integrating filtration and CO2 delivery for vertical farming applications.



Increased Consistency

Regulate environmental factors such as temperature, humidity, and CO2 levels for more consistent yields.



Enhanced Crop Yield

Increase the quality of your crop at any scale, by maximizing control over the indoor growing space.



Decreased Crop Loss

Eliminate the risk from potential issues like powdery mold or mildew.

SAVE UP TO

68%

IN ELECTRICITY COSTS PER YEAR
COMPARED TO CIRCULAR FANS

TAKE CONTROL OF **YOUR ENVIRONMENT**

Effective and consistent air circulation is a **must** for any successful vertical farm. Fixed or oscillating circular fans provide uneven air movement and require complicated electrical sourcing. The VAS Air Circulation System's integrated air filtration module allows for the purest possible airflow and its unobtrusive design disappears alongside the grow lights under the upper rack.

VAS systems are easy to install and can be assembled to fit various rack lengths. Origami metal makes it easy to ship and its hot-dipped Galvalume material makes it a durable and indispensable part of any vertical farming operation.

U.S. Patents:

U.S. Patent No. 10,694,682 B2
U.S. Patent No. 10,806,099 B2
Other U.S. and foreign patents pending.

RACK UP **THE SAVINGS**

The VAS Air Circulation System, depending on the rack length, will save 46 - 68% in electricity costs per year, compared to circular fans, and will **pay for itself in 12 - 18 months!**

PLANT DRYING HANGERS

VAS Plant Hangers specifically target the needs of cannabis cultivators. With an opening on one side, stalks are placed directly on a horizontal bar, instead of being threaded through the hanger. These hangers are also taller to allow for longer base stems and the indentations on the horizontal bar keep the plants equidistant from each other, assuring even drying and consistent yields.

The sturdy, antimicrobial construction of the hangers allow for years of re-use. When combined with rolling racks that can be weighed, and go straight from flower room to drying room, the plants are touched only one time, reducing the risk of damage.

U.S. Patent No.
US D873,036 S

CUT HANGING TIME
IN HALF
WITH VAS HANGERS





PLANT DRYING HANGER BENEFITS

- Cuts hanging time in half.
- Reduces plant breakage and loss from handling.
- Hangers last for up to five years of continuous use.
- Allow for more efficient use of labor and space resource.
- Even drying rates create a more consistent product.
- Cost savings and lowered environmental impact from continuous re-use of hangers.

*“With VAS hangers, Fog City Farms experienced a **56% increase in efficiency**, with a manpower savings of \$5,376 per 1,600 sq. ft. harvest.”*



TESTIMONIALS

“We are absolutely loving the Vertical Air Solutions system by the way! It is definitely a game changer and I can’t wait to outfit our whole facility with the trifecta of cultivation technology!”

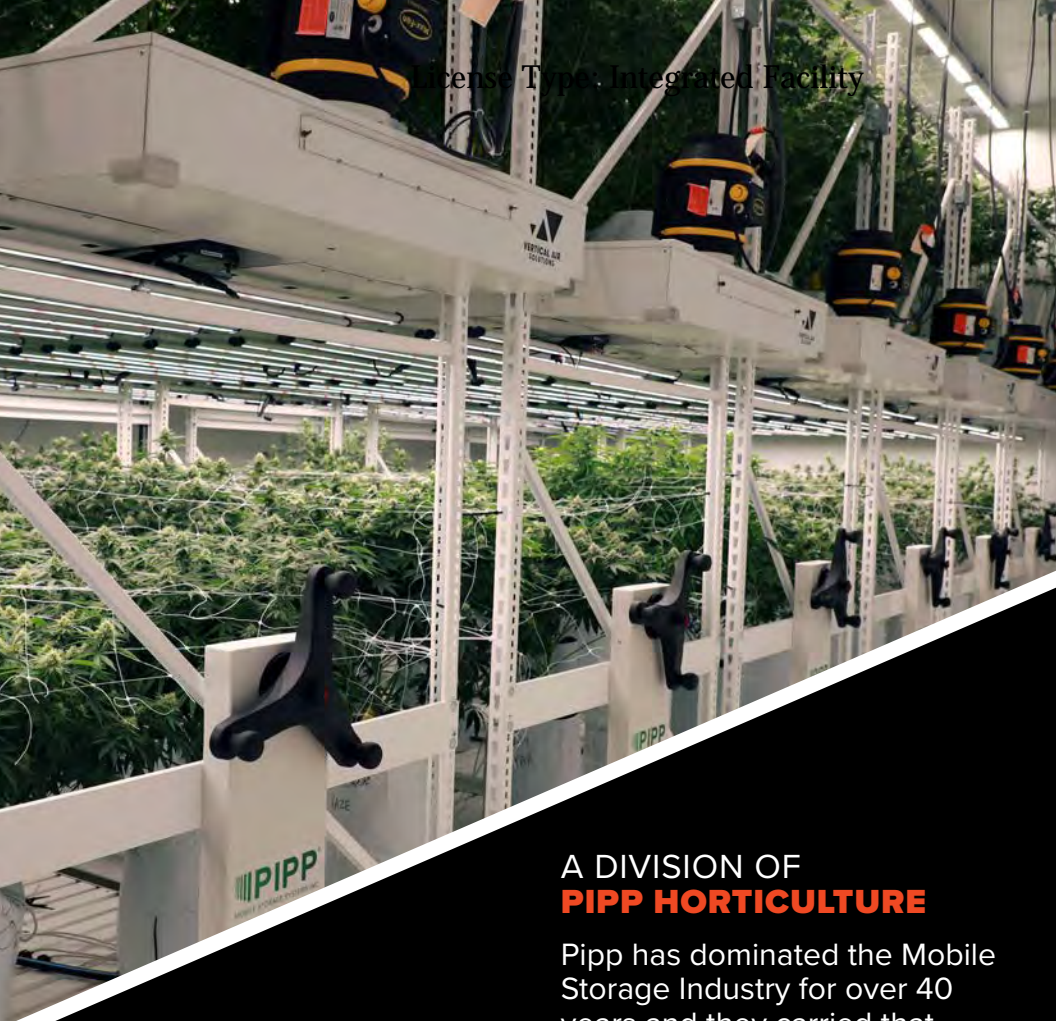


“In eighteen months of production, we have never tested positive for a single pathogen from our harvests. The electricity costs of the Vertical Air Solutions system help keep our operation efficient and profitable.”



“First of all, we are **LOVING** the VAS system. We’re really happy with its performance, and our room and canopy has never had a more homogenized environment. You can count on us using VAS for every future room that we build!”

CYPRESS



Cannabis Type: Integrated Facility

CUSTOMER COMMITMENT

With a relentless focus on innovation that increases the efficiency and yield of their clients, as well as an unwavering commitment to stable and interdependent partnerships, Vertical Air Solutions™ has positioned itself as a responsible, customer-focused, and responsive player in the cannabis ecosystem.

A DIVISION OF PIPP HORTICULTURE

Pipp has dominated the Mobile Storage Industry for over 40 years and they carried that same passion and innovation over to Vertical Air Solutions™. With Pipp's experience in equipment sales and manufacturing backing them, Vertical Air Solutions™ has become an industry-leading provider of air circulation systems and products for the indoor vertical farming cannabis industry globally.

 **PIPP**
HORTICULTURE


VERTICAL AIR
SOLUTIONS™

License Type: Integrated Facility



CONTACT US FOR
MORE INFORMATION

vertairsolutions.com
(650) 739-3009



VERTICAL AIR
SOLUTIONS™

A DIVISION OF PIPP HORTICULTURE



Quote

#QUO1275

12/27/2022

PO #:
TERMS: 50% Down, 50% prior to shipment
SALES REP: Sukenik, Brett
REP EMAIL:

Bill To
 Ellis Ollinger
 Flowerwood Medical Cannabis,
 LLC.
 Loxley AL 36551
 United States

Ship To

TOTAL

\$564,298.25

Expires	Shipping Method	Tracking #
01/26/2023		

Quantity	Item	Rate	Amount
1	IG-C15 Complete C15 Complete		\$155,946.00
1	KK-40 Package KK-40 Chiller & Fluid		\$58,796.00
1	TRU-AV15FP TruSteel AutoVap Falling Film Evaporator	\$109,850.00	\$109,850.00
1	IG-Ai 50L DECARB PACKAGE - JULABO Ai 50L DECARB PACKAGE - JULABO		\$51,457.00
1	HVE HiVE30 Standard Package with Install HVE HiVE30 Standard Package with Install. Acc. Kit, Pr.essure Control Kit, Vaccum Pump Accesories, Huber.		\$115,829.25
1	CS-1901010050 Cascade Sciences configuration of Agilent 1220 benchtop workstation includes: Agilent Infinity II LC Gradient System, gradient pump with degasser (max. pressure 600 bar), autosampler, column oven, variable wavelength detector. Computer and software includes: OpenLab CDS VL software with Cannabis Potency Solution, laptop with 1 instrument connection. Installation services include: start-up required consumables, on-site installation, on-site familiarization for most areas. Agilent Software Maintenance Agreement or Agilent Phone support is priced separately, not included.	\$72,420.00	\$72,420.00

Subtotal	\$564,298.25
Tax Total (%)	\$0.00
Discount	

From:

HiTechTrader

Order Processing Agent for Hielscher Ultrasonics GmbH
272 Dunns Mill Road
301, PMB 301
Bordentown, New Jersey, 08505
United States

Phone: (609) 518-9100 - Fax: (732) 879-0389
Email: hielscher@HiTechTrader.com
Web: www.HiTechTrader.com

To:

Flowerwood Medical Cannabis, LLC

Mr. Austin A. Goodman
15315 Kelly Road
Loxley, Alabama, 36551
United States
Phone: 608.305.4262
Email: austin@aagoodman.com

Customer Code : CU2212-01743

Incoterm : EXW -

Case followed by: Michael Chambers. Email:michael.c@hielscher.com. Phone:973-532-6488 x 431

Amount in US Dollars currency

	Description	U.P.	Qty	Total
1	UP400St ultrasonic processor, for stand use, 400W, frequency 24kHz (autom. tuning), amplitude 20-100%, pulse 0-100%, titanium horn Ø18mm, dry run proof, IP41, touch screen, with SD-Card, temperature sensor, fixture f. stand, network cable, case & tools (HS tariff code: 84779.90.94.96 - Manufactured in: Germany)	6,940.00	1	6,940.00
2	S24d14D sonotrode, made of titanium, for UP400St, amplitude ratio approx. 1:2.55, Ø14mm (173mm ²), approx. length 100mm, male thread M10x1, for samples from 50ml up to 1000ml (batch), autoclavable (HS tariff code: 84779.90.94.96 - Manufactured in: Germany)	600.00	1	600.00
3	SPB-L Sound Protection Box sound protection box, made of acrylic glass, with divisible rod Ø16mm, with vertically adjustable table, anti-slip mat (HS tariff code: 84779.90.94.96 - Manufactured in: Germany)	1,640.00	1	1,640.00
4	S&H UP400St with SPB Shipping and Handling for UP400St	360.00	1	360.00

Payment Terms: Pre-Paid

Total (excl. tax) 9,540.00

Payment Type: To Be Determined

Written acceptance, company stamp, date and signature

Except in the state of New Jersey - Country, State, County, Local Duties and Fees (taxes) are the responsibility of the receiving party

As the Ordering Processing Agent for Hielscher :

- 1) All items remain sole property of seller (HiTechtrader) until receipt of full payment
- 2) You must receive an order conformation from HiTechTrader for your order to become a sale - receipt of payment in not a confirmation of an order.
- 3) All Warranty and Terms of Sale are bound by the attached document "HiTechTrader-Hielscher-Terms-of-Sale-(TOS)-Rev 1.3"

Quotation

ID: VX122922SD008

Customer:

Attention: Austin Goodman

Reference:standard-01

Phone:

Fax:

Quotation#YC-500

Date: Dec. 29, 2022

Page:1 of 1

Salesperson: Vicky Xiang

Our Ref:YC-500/12292201

To:

Ship To:

Delivery period: ex. work within 15 working days from the date of receipt of official order, confirmation of deposit payment and clarification of all technical details and specifications

Payment:100% T/T before delivery

#	描述 Description	数量 Quantity	单价Unit Price(USD)	Total 总价(USD)
001	YC-500 mini scale spray dryer Evaporation rate of water at inlet temperature of 200°C using Standard:Approximately 500-1000 ml/hour Air inlet temperature Max. 200°C , Air outlet temperature Max 120°C Mean Dwell Time 1.0-1.5 seconds Max. Sample feed: 1000mL/H Min. Sample feed : 30ml Operation interface in Chinese and English Voltage 220V, 10A, 50-60 Hz Heating Control PT-100, Control Accuracy $\pm 1^{\circ} C$ Spray Gas Compressed air or nitrogen, 200-1000 l/hr, 1-3 bar Nozzle Diameter 1.0 mm Standard Possible particle diameter range 1-25 μm Materials in contact with product SUS304 stainless steel, FPM, Silicone	1 Set	7,619.00	7,619.00
002	Inert Loop System(Optional) for organic solvents Connection Voltage :220 V,10A, 50-60 Hz Min. Outlet Temperature down to $-20^{\circ} C$ Rate of Cooling 800 W at $-10^{\circ} C$	1 Set	optional	optional

Sub Total 7,619.00

Freight Charge & Insurance:0.00

Total USD 7,619.00(EXW SHANGHAI)

Accepted & Confirmed by

For and on behalf of

上海雅程仪器设备有限公司
 SHANGHAI PILOTECH INSTRUMENT & EQUIPMENT CO., LTD.

Vicky Xiang
 Authorized Signature(s)

Exhibit 22 - Machinery and Equipment
 Authorized Signature & Company Chop Buyers

Page 82 of 95
 (Authorized Signature) Sellers



12C Great Meadow Lane
East Hanover, NJ 07936
Phone: 973-599-1300
E-mail: sales@mendelco.com
Web: www.mendelco.com

December 28, 2022

Mr. Ellis Ollinger
Flowerwood Medical Cannabis, LLC
15315 Kelly Road
Loxley, AL 36551

Subject: Quote 221228.2 CPR-6 Tablet Press

Dear Ellis,

Thank you for your interest in our automatic CPR-6 single station tablet press. Here is our quotation:

AUTOMATIC SINGLE STATION TABLET PRESS MODEL CPR-6

The CPR-6 is a bench top machine mechanically operated, for the production of round and shaped tablets having a maximum diameter of 16 mm.

The formula: compression force up to 40 kg x 1 square millimeter has to be taken into consideration when considering making tablets with a large diameter.

The unit is compact, built in three separate areas:

- Compression area on the front side of the machine, duly protected by safety panel in Plexiglas with micro-switch interlocks.
- Motor drive area on the back containing the gear reducer and manual control for the tablet formation; this area is totally enclosed in a stainless steel cabinet preventing powders from entering in this area.
- Cabinet located on top of the machine including all electrical components, inverter and multi-voltage connection.

The machine's construction meets GMP and is manufactured according to CE standards.

Technical data & characteristics:

- Independent weight and hardness adjustments mechanically operated
- Electronic counter "OMRON"
- Motor controlled by inverter (power 0.37 Kw)
- A sensor in the motor prevents temperature from going up
- Tablet minimum diameter: 3.5 mm
- Tablet maximum diameter: 16 mm
- Number of stations: 1
- Maximum compression force: adjustable up to 2.5 tons
- Depth of fill: 17 mm maximum
- Output : up to 2,500 tablets/hour

- Speed: variable by means of inverter
- Upper punch penetration: 0-8 mm
- Hopper: open gravity feeder – capacity 1.5 liters
- Electrical: 220 volts, 60 cycles, single phase*
 * Customer is responsible for final connection to their power source.
- Net weight: 80kg
- Dimensions: 350 x 510 x 760 H mm

Documents supplied with the machines:

- Instruction manual in English
- CE compliance certificate
- Electrical diagrams
- Material certificates

PRICE:

- **CPR-6** includes one set of round punches & a stainless steel cart on wheels **\$ 46,000**
- Packing in wooden crates: **included**
- Shipping to your site: **included**

Optional:

- Additional set of round tooling (max. diameter 16mm) **\$ 1,800**
- **Validation package** IQ/OQ docs and S.A.T. protocol in blank **\$ 8,500**
- **S.A.T.** includes training and performance of IQ/OQ docs **\$ 10,500**

Terms & Conditions:

Delivery: IN STOCK; 1 week from order and receipt of payment; subject to prior sale

Payment terms: 100%; Net with order

Warranty: 12 months for construction faults. The warranty does not include the need for a site visit by one of our technical staff to be sent to your premises which will only be done upon request and at your cost for time and expenses. The warranty is applicable to the mechanical and electrical parts only. For example, if wear parts need replacing, it is not included in the warranty.

Offer validity: 6 months

We appreciate and look forward to this opportunity to work with you. Please feel free to contact us if you have any questions.

Best regards,

Michelle Fox

Sales & Marketing

Serving the Pharmaceutical Industry Since 2002

QUOTATION

Quote Ref: CXF-2022122901

Date: 2022-12-29



Customer: Ellis Ollinger

Flowerwood Medical Cannabis, LLC.

Sophie Chen
CapsulCN International Co. Ltd
Email: sophie@capsulcn.com
Cell/WhatsApp: 008618858877122

Offer Details	Price (USD)	Qty	Total(USD)
JTJ-V Semi-Auto Liquid Filling Machine Includes: - One set of change parts - Siemens Touch Screen + PLC - Vacuum Pump	\$15500	1	\$15500
Change Parts Include: - One Magazines - One Capsule Comb - One Horizontal Fork - One Capsule Tray - One Ejection Pin	Included	1	Included
Sea Shipping Fee to Door			\$2500
Subtotal			\$18000

Terms and Conditions

- Power Supply: As per customer's request
- Payment Terms: 30% deposit is required and 70% Amount is required before shipment
- Lead Time: 30 days or earlier. The estimated lead time starts after receipt of deposit. All lead times are based on current production schedule and inventory levels.
- Packaging: Fully enclosed wooden crate suitable for exporting
- This quotation is valid for a period of 30 days from the above date.

****Customer is responsible for final connection to their power supply. Machines come with European style plugs.****

PRICE:

- **BP-2, BP-3 & CU-1** including a stainless-steel table for BP-3, packing in wooden crates & shipping to your site **\$ 130,900**

Additional options:

- Ink jet printer integrated into BP-3 **\$ 32,000**
- Validation package - IQ/OQ documents and SAT in blank **\$ 8,500**
- **S.A.T.** Site Acceptance Test, IQ/OQ performance, setup & training with a qualified Dott. Bonapace technician **\$ 10,500**

Documents supplied with the machines:

- ✓ User and maintenance manual in English
- ✓ Control panel electrical diagrams
- ✓ Material certificates
- ✓ CE compliance certificate

Terms and Conditions:

Delivery: 6-8 weeks from order/payment

Payment terms: 100% with order, net

Warranty: 12 months for construction faults. The warranty does not include the need for a site visit by one of our technical staff to be sent to your premises which will only be done upon request and at your cost for time and expenses. The warranty is applicable to the mechanical and electrical parts only. For example, if wear parts need replacing, it is not included in the warranty.

Offer validity: 6 months

We appreciate and look forward to this opportunity to work with you. Please feel free to contact us if you have any questions.

Best regards,
Michelle Fox
Sales & Marketing

Serving the Pharmaceutical Industry Since 2002

Executive Summary

Item	Price (USD)
1x SAMBAX Monoblock - Single Lane infeed, Fill, Induction Seal, Cap, with Capping QC <ul style="list-style-type: none"> Built in QC and Reject system for screw caps One (1) set of format parts 0 x Future additional set of format parts (per bottle diameter)\$6,850.00	300,000.00
1 x Completely automatic integrated bowl feeder for bottles	90,000.00
1 x Completely automatic integrated bowl feeder for caps	75,000.00
1 x Integrated induction sealing unit + QC for stalled bottles (prevention of over sealing)	15,000.00
1 x Re-torquer unit – secondary capping after induction process	28,000.00
Line In-Plant migration “All-In” charge. Includes on site installation, running training and observation per two full weeks. All expenses included for airfare, lodging, and local transportation and meals.	50,000.00
Item	558,000.00

Basic Terms

- Prices are all EXW Israel. This quote is valid for thirty (30) days from date of this proposal
 - Terms, in USD, are: Fifty percent (50%) with PO; Forty percent (40%) payable prior to shipment after satisfactory factory demonstration; Ten percent (10%) net 30 from shipment date.
 - Estimated Lead time: About twenty-four (24) to thirty-two (32) weeks from receipt of all 4 items below (A more accurate lead time to be provided upon PO submission):
 - PO
 - Down payment
 - Signed layout and
 - Samples
 - All performance measures assume that the input materials are within quality specifications as not to negatively affect machine performance.
- ** This Quotation shall be considered as binding once all physical samples intended to run through the Line have been sent to, inspected, and confirmed by SA**

Final Engineering and Line Layout: After order entry and confirmation of full line specifications, customer will be presented with a full line layout/ floorplan for final approval. SA reserves the right to modify number of stations per machine or specific designs to match product formats without changing overall throughput/ speed guarantees up until final floorplan approval by all parties.



Mendel Company

12C Great Meadow Lane
East Hanover, NJ 07936
Phone: 973-599-1300
E-mail: sales@mendelco.com
Web: www.mendelco.com

December 26, 2022

Mr. Ellis Ollinger
Flowerwood Medical Cannabis, LLC
15315 Kelly Road
Loxley, AL 36551

Subject: Quote 221226.1 BP-2-3 CU-1

Dear Ellis,

Thank you for your interest in our automatic suppository machines. Here is our quotation for our smaller model system:

BP-2 / BP-3 / CU-1

AUTOMATIC MACHINES FOR THE FILLING, SEALING, CODING, CUTTING & COOLING OF PRE-FORMED SUPPOSITORIES

A) BP-2 FILLING UNIT

Hourly output adjustable up to 3,600 suppositories

The machine consists of:

- Aluminium frame connected with external anodised surface
- Empty containers reel loading and filled containers rewinding group driven by electric motor
- Dosing group with single nozzle connected to a container driving mechanical system, operated by a dc motor. The dosing block utilizes a filling system with ball closure which assures a perfect seal. Precise and accurate dosages adjustable from 0 to 3.5 cc with micrometric setting starting from 1/10 of cc. Dosing tolerance $\pm 1\%$ max
- No container – no filling
- 10 Liter jacketed hopper made of stainless steel 316 complete with lid, inside chamber for the product to be dosed, jacketed chamber with water, electrically heated with a temperature range from 30° to 85°C
- Removable stirrer with double wing in the product hopper with adjustable speed control by dc motor from 0 to 320 r.p.m.
- Control panel for electrical parts to operate all functions
- Self-braking motor for rewinding of filled containers
- 3 plastic disks for suppository shells re-wind
- All parts in contact with the product are stainless steel AISI 316

Technical data and characteristics:

- Hourly production: Variable speed; up to 3,600 shells per hour
- Electric supply: 230 Volts - 60 cycles - single phase
- Power absorbed: 450 watts

B) BP-3 SEALING, CODING & CUTTING UNIT
Hourly output (fixed speed) 3,600 containers

The machine consists of:

- Aluminium frame with external anodised surface
- Feeding and driving group for containers to be sealed
- Group of heating and sealing jaws. Complete sealing cycle performed by impulse surface heating, stabilization and cooling for groups of 13 suppositories
- Sealing temperature stabilization performed by one "high flow" fan at the back of the machine
- Sealing power adjustable with a 6-position commutator
- Trimming and cutting group. Automatic trimming of the top edge of the shells and back ejection of the scrap material
- Electronic digital programmer for cutting the container reel into strips of 1 to 10 suppositories or more
- Control panel for electrical components
- Safety guards and emergency stop push bottom
- 1 plastic disks for suppository shells loading
- Optional integrated ink jet printer for printing batch/lot numbers & expiration date each individual shell
- All parts in contact with the product are in stainless steel AISI 316

Technical data and characteristics:

- Hourly production: Fixed speed; 3,600 shells per hour
- Electric supply: 230 Volts - 60 cycles - single phase
- Power absorbed: 350 watts

C) CU-1 COOLING UNIT has been designed to cool-off the suppository mass after it has been filled into the shells with the BP-2 filling machine. Continuous cool air flow results in even processing while maximizing time. The refrigerant used in the compressor is gas R134 (no Freon).

Technical data and characteristics:

- Cooler: 6,950 BTU/h approx.
- Temperature: From 14°C up to 19°C
- Electric voltage: 230 Volts - 60 cycles - single phase
- Power absorbed: 1 kW

Economic Version	Economic Version	Upgrade to High Level
LP-80 Bottle Unscramble -Include one set of star-wheel	\$8500	\$9000
DS-8F Channels Capsule Tablet counting machine - Height Adjustable - 3 Layer Vibrate	\$12000	\$30000
XG-160 Capping Machine - Including Cap Feeding	\$12000	\$17000
FK-260 Induction Sealing Machine	\$6000	\$6600
TB-160 Labeling Machine -Including code printer	\$8500	\$11500
L-ZF Turning Table for Bottle Collecting -Diameter: 1000mm	\$2000	\$2000
Subtotal	\$49000	\$76100

Terms and Conditions

- Power Supply: As per customer's request
- Price Terms: Machines can be customized according to actual sample and extra costs may occur.
- Payment Terms: 30% deposit is required and 70% Amount is required before shipment
- Lead Time: 30 days or earlier. The estimated lead time starts after receipt of deposit. All lead times are based on current production schedule and inventory levels.
- Shipping Fee: Shipping Charges are not included with the price of the machine.
- Packaging: Fully enclosed wooden crate suitable for exporting
- This quotation is valid for a period of 30 days from the above date.

Truffly Made Inc
 510 SE 25th Ave
 Fort Lauderdale, FL 33301
 info@trufflymade.com
 www.trufflymade.com



Estimate

ADDRESS

Flowerwood Medical
 Cannabis,
 15315 Kelly Road
 Loxley, AL 36551
 United States

SHIP TO

15315 Kelly Road
 Loxley, AL 36551

ESTIMATE # 1218

DATE 12/28/2022

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Semi-Automatic Universal Depositor	Semi-Automatic Depositor 8 Pistons	1	19,911.00	19,911.00T
Mini Square 80	80 Cavities - 2.25ml - Yellow	50	69.77	3,488.50T
SUBTOTAL				23,399.50
TAX				0.00
TOTAL				\$23,399.50

Accepted By

Accepted Date

Truffly Made Inc
 Bank: JP Morgan Chase
 Branch: Harbor Shops
 Routing: 267084131
 Account: 702709939
 SWIFT: CHASUS33

VJ Instruments

166/1, Deoda Sadan,
Karanja Lad-444105
Maharashtra, India,
Contact: +91 7256 224220/ +91 9423128314
Web: www.vjstruments.com

Quotation No.	VJ/22-23/286
Date	27 Dec, 2022 11:40 AM
Stage	Draft
Sales Person	Vivek Deoda

Bill To

Austin

Flowerwood Medical Cannabis, LLC
15315 Kelly Road,
Loxley,
Alabama,
36551,
United States
Contact: +1 7734265142

Ship To

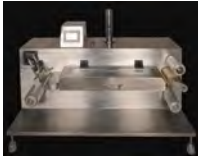
Austin


Flowerwood Medical Cannabis, LLC
15315 Kelly Road,
Loxley,
Alabama,
36551,
United States
Contact: +1 7734265142

Sub: Techno Commercial Offer

Dear Sir/Madam

As we have come to know about your aforesaid requirement of Machine (s)/Instrument (s), we are submitting herewith our most competitive techno-commercial offer.

No.	Product	HSN Code	Rate/Unit	Qty	Amount
1.	<p>TDP/ODF Web Coater (Pilot Scale)</p>  <p>Make: VJ Instruments Model: VJTDP-Pilot Scale</p> <p>Spec: The VJ Instruments table top Film Former coating machine is intended for development and small production of transdermal therapeutic delivery system laminates (TDS-patches) as well as to create edible films/ oral dissolvable film bulk were (EDF/ODF) without any further modification. It permits continuous coating of 150 mm wide webs with successive lamination as specified in Technical Specification Table general data. For More technical Details please Click on https://workdrive.zoho.com/file/lpqvx0054859f2b2f417da8e45e38f9cd16af</p> <p>Video: https://youtu.be/XVz5Rx3lKNw</p> <p>URL: https://www.vjstruments.com/products/tdpodfmachinepilotscale/#1537412767911-5c62e898-09f8bb97-35cd</p>	8419	\$ 35,000.00	1	\$ 35,000.00

No.	Product	HSN Code	Rate/Unit	Qty	Amount
2.	Patch Cutting Machine  <p>Make: Model: VJPCM-01</p> <p>Spec: 1. Patch cutting is designed as an integrated unit consisting of harden anvil roller, die cutting cylinder & pressure shaft. 2. The machine can be used with films with thickness of 10 to 25 microns. 3. Machine size - 1265mmL X 630 mm W X 1412 mm H 4. Speed is depending on the size and type of film used 5. Max film width 190 mm 6. Motor speed 5-50 RPM 7. Power supply 220 V, 1 phase 50/60 Hz 8. Patch size 50.26 X 39.78 mm. 9. Weight - 550 kg Approximate.</p>	8419	\$ 13,000.00	1	\$ 13,000.00

Confidential

The price(s) and technical details contained in this quotation is(are) confidential between VJ Instruments and the client and must not disclosed to any other party without the express permission of VJ Instruments.

Terms & Conditions

Commissioning & Test Run

Test run at VJ Instruments premises will be free of cost; however raw material will be in client’s scope. We should be well informed at least 3 days in advance with all necessary documents. In case if the test run is required at client's place it will be at additional cost.

Inspection

- Intimation will be provided to Client before 15 days of completion of machine.
- Validity of inspection will remain for 7 days after completion.
- If inspection is not done by client, machine will be placed for dispatch(subject to terms & condition mutually agreed)

Site Support

The equipment is designed with Plug & Play concept, as such the same can be installed by yourself. However any support needed to operate the equipment will be provided online / Telephone / Video calling.

1	Prices	Ex - works Karanja Lad, unpacked.
---	--------	-----------------------------------

PACKAGING LINE EQUIPMENT SUMMARY PRICING

Item	Description	Price	Options
1	Semi-Automatic Benchtop Filler Station		\$15,000
2	Semi-Automatic Automated Benchtop Product Filler Station	\$67,000	
3	Ø20mm MDI Crimping-Gassing System	\$67,985	
4	Spare Ø20mm Crimp Collet for Critical Stock	\$1,245	
5	Additional Puck for a different diameter can or as a spare		\$1,245
6	Optional One (1) Portable Heavy-Duty Work Bench for All Stations		\$8,275
7	Optional One (1) Digital 20mm Crimp Height Gauge QC1037		\$5,105
8	Optional One (1) Analog 20mm Crimp Height Gauge QC1029	\$4,160	
Total Standards		\$140,390	
Total Options			\$29,625

NOTE:

- This quotation was written without benefit of product samples.
- Quotation is subject to change upon review of received product samples.
- Quotation valid for 14 days

SPECIAL NOTE:

- Pricing has been offered based on material cost and availability at the time of bid submission. Regardless of stated bid validity, all proposals are subject to review prior to order acceptance. The review will include price, delivery, and transportation costs for all required materials. If there is a significant increase (greater than 3%) to the proposed pricing or quoted lead-time, we will contact you to discuss a path forward. In the event MBC does not purchase the material at the time of award, the review will take place prior to material procurement. Where the delivery of raw materials is delayed, through no fault of MBC, as a result of the shortage or unavailability of the raw materials, MBC shall not be liable for any additional costs or damages associated with such delay(s).

PRICES ARE QUOTED EX-WORKS, ELGIN, ILLINOIS, EXCLUDING TAXES.

TERMS AND CONDITIONS:

The following terms and conditions together with the enclosed proposal comprise our entire quotation. Any terms and conditions of Buyer's order or other writings which are in any way in conflict with, inconsistent with or in addition to the terms and conditions herein, shall not be binding on Seller unless expressly agreed to in writing. The Seller's plant, Elgin, IL. shall be the place of performance. Title to the equipment shall not pass until all payments due have been received. This agreement shall be an Illinois contract, and shall be interpreted and administered for all purposes under the laws of Illinois.

PAYMENT TERMS:

50% deposit, 50% prior to Ship
 Delay of FAT or shipment by buyer does not delay any payment.
 EX-Works Elgin, IL.USA.

SHIPMENT:

18 Weeks delivery from receipt of purchase order, samples, and Down Payment.
 Delivery time based upon production level at the time the order is placed.

SAMPLE / BULK COMPONTS SCHEDULE:

Week 3: 20 of each Valve and Can
Week 10: 200 of each Valve and Can
Delays in samples will result in project delays

mbc-aerosol.com
 445 Renner Drive, Elgin IL 60123
QUALITY BY DESIGN

Exhibit 23 – Receiving and Shipping Plan

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 23 – Receiving and Shipping Plan

The Applicant must create a receiving and shipping plan that, at a minimum, ensures the following , in coordination with any contracted Secure Transporter or State Testing Laboratory, as applicable:

Introduction:

Our Company understands that stringent policies and procedures for the receiving and shipping of cannabis and medical cannabis is key to ensuring the quality and safety of our products and to prevent theft and diversion. We have developed a comprehensive Receiving and Shipping Plan that documents all aspects of shipping and receiving such that we can properly account for all cannabis plants and all medical cannabis that has been in the custody or control of our proposed Integrated Facility from planting to such time as medical cannabis products is dispensed through a dispensing site (from seed to sale). This Plan is summarized below:

Section 23.1: Individual batches of cannabis being received for storage and/or processing were appropriately prepared, tagged or otherwise identified, and inserted in containers at the time of receipt.

Pursuant to § 538-x-9-.03(3)(j)(1), we will ensure that each cannabis batch received by our processing facility for storage and processing (whether from our own co-located cultivation facility or a 3rd party licensed cultivator or integrated facility) will be properly prepared, tagged, inserted in appropriate containers, and recorded in the Statewide Seed-to-Sale Tracking System. As required by 538-x-7-.03-8(e)(xi), batches will be QR coded to identify the following:

- a. The batch number(s) or plant tag number(s),
- b. The contracting licensee,
- c. Facility of origin (including our own),
- d. The type of product,
- e. The date of harvest and/or processing and packaging, as applicable, and
- f. The date of the last State Testing Laboratory approval

We will also maintain accurate inventory and related activity information in accordance with § 538-x-4-.05.

Cultivator Procedures for Preparing and Tagging Cannabis:

We will ensure adherence to cannabis cultivation preparation and tagging standard operating procedures (“SOPs”) from propagation through harvest. As per § 80-14-1-.06(1), during early propagation phases, each cannabis plant, or batch of cannabis plants, will be cultivated in individual receptacles, and will be clearly identified and traceable, in accordance with § 80-14-1-.06(2). A unique Radio Frequency Identification (RFID) plant tag will be assigned, and the information associated with each unique plant tag and batch number will be recorded in the Statewide Seed-to-Sale Tracking System prior to transferring the plant to the next phase of the cultivation process. Cultivated cannabis will be maintained in sealed, tamper-evident containers, assigned an associated lot number, and transferred to the restricted access Vault Room to await State Testing Laboratory testing approval. RFID tags cut from each cultivated plant will be attached to the harvest batch log to maintain life cycle information. Upon State Testing Laboratory approval, the Inventory Control Manager will coordinate a day and time to transfer the product from the Cultivator site to the Processor site. Cannabis will not be moved to the designated Shipping Transfer Area (shipping and receiving staging area) of our facility until the day the shipment is scheduled.

Processor Procedures for Receiving Batches of Cannabis:

Pursuant to § 538-x-9-.03(3)(j)(2), upon receipt of a cannabis batch transfer from the Applicant’s Cultivator site, or from a third-party Cultivator to the Processor site, the Director of Processing and/or the Processing Inventory Control Manager will verify each cannabis container is compliantly recorded in the Statewide Seed-to-Sale Tracking System. The Director of Processing and/or the Processing Inventory Control Manager will verify the RFID plant tags in a Ziploc bag affixed to each container have the 1) Cultivator name; 2) Facility name; 3) Plant tag identification, or harvest batch number(s); 4) Date of harvest; and 5) Date of the Cultivator’s State Testing Laboratory approval. Individual cannabis batches transferred to the Processor site will retain their batch identification number.

Description of Shipping and Receiving Area:

Cultivation and Processing: Our proposed facility co-locates cultivation, processing, and secure transportation. Our Shipping and Receiving Area is a 1,425 square foot room/area (including waste storage and a secure sally port for secure transportation

vehicles) designated for the receipt of cannabis, and for the preparation of cannabis to be shipped from the facility. The Shipping and Receiving Area is located in a restricted access area of our facility and is only accessible to personnel with the appropriate security clearance. The door to the Shipping and Receiving Area is a metal security door with secure locking capability on a metal frame with metal hinges that are protected from manipulation and unlawful intrusion. The door will be key-coded and alarmed. All tables in the Shipping and Receiving Area will be made of Food Grade stainless steel.

Section 23.2: Batches and containers arriving from a cultivator have been QR coded or otherwise digitally coded to identify, at a minimum, the Cultivator, facility, plant tag identification number, date of harvest, and the date of the cultivator's State Laboratory testing approval.

In accordance with § 538-x-6-.06(3)(f)(2), containers of State Testing Laboratory approved cannabis batches transferred from Applicant's Cultivation site, or a third-party licensed Cultivator facility, will be digitally coded with QR codes and recorded in the Statewide Seed-to-Sale Tracking System. QR coded information will include: 1) Cultivator name; 2) Facility name; 3) Plant tag identification, or harvest batch number; 4) Date of harvest; 5) Expiration date, if applicable, or notation if the expiration date does not exist; 6) Date of Cultivator's State Testing Laboratory approval; and 7) Alabama Poison Control contact information. All cannabis inventory transfer activity between Applicant's licensed sites will be recorded in the Statewide Seed-to-Sale Tracking System.

Section 23.3: Incoming 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.

We will compliantly record internal cannabis and medical cannabis transfers to ensure visibility and chain of custody documentation. The following steps will be taken during cannabis internal transfers when not using a Secure Transporter:

1. The Inventory Control Manager will coordinate a transfer date and time with the Director of Cultivation and/or Cultivation Inventory Manager and the Director of Processing and/or the Processing Inventory Manager.
2. The Inventory Control Manager will create a digital cannabis manifest in the Statewide Seed-to-Sale Tracking System indicating the Director of Cultivation

and/or Cultivation Inventory Manager transfer, and email the digital manifest to the Director of Processing and/or the Processing Inventory Manager.

3. The Inventory Control Manager will print the physical manifest, and affix it to the sealed cannabis container to be transferred.
4. The Inventory Control will assign two Cultivator employees with appropriate security credentials to physically transport the sealed container to the Processor site.
5. The Inventory Control Manager will notify the Director of Processing and/or the Processing Inventory Manager of the incoming cannabis transport.
6. Cultivator employees transferring the cannabis or medical cannabis to the processing area/facility will give the physical manifest to Processor employees with appropriate security credentials to inspect and verify that the contents of the physical containers, the physical manifest, and the electronic manifest all match.
7. Processor employees will electronically accept the transfer of cannabis in the Statewide Seed-to-Sale Tracking System and will sign the physical manifest.
8. Cultivator employees will return the signed physical manifest to the Inventory Control Manager for proper record storage.

Summary of Recall Procedure:

In the event of returned medical cannabis due to a recall, we will:

1. Notify all receiving licensees of the recall.
2. Request a manifest of recalled inventory from receiving licensees.
3. Verify the manifest with outgoing shipment information.
4. Schedule Secure Transporter dates and times to retrieve recalled products from Dispensing sites.
5. Verify the physical and digital manifests correspond with all returned products.
6. Ensure all information from the QR codes are reflected in the Statewide Seed-to-Sale Tracking System.
7. Accept the return of recalled products in the Statewide Seed-to-Sale Tracking System.
8. Sign the returned product physical manifest, and accept the transfer in the Statewide Seed-to-Sale Tracking System.

Inbound Cannabis from Third-Party License Holder:

In the event Applicant will engage a Secure Transporter to transport cannabis or medical cannabis to or from third-party licensees, or to retrieve recalled products from receiving facilities, Applicant will ensure that the transfer manifest contains the following information, as per § 538-x-9-.03(3)(j)(3):

1. Names of the driver and assisting individual(s).
2. Destination name and address of the destination.
3. Weight and description of each individual package in the shipment, including the total number of individual packages.
4. Date and time shipment is placed into the Secure Transport Vehicle.
5. Date and time the shipment is accepted at delivery destination.
6. Identity of employee(s) in custody of the shipment, and circumstances, duration, and disposition of any other person who has held custody or control of the shipment; and
7. Any handling or storage instructions.

Recordkeeping: Transport manifests and any records of transport activities managed by the Integrated Facility will be maintained for at least two years, or longer at the request of the AMCC, pursuant to § 538-x-7-.03(2)(c)(8)(e)(xv).

Section 23.4: All information from the QR code relating to the incoming cannabis, as well as the date and time of arrival, has been logged into the Statewide-Seed-to-Sale Tracking System.

Cannabis and medical cannabis batches will be individually tracked with scannable QR codes. All relative activities, details, data, and pertinent information will be recorded in the Statewide Seed-to-Sale Tracking System, including the date and time inbound cannabis is received, as per § 538-x-9-.03(3)(j)(4). Management will have the ability to scan the QR codes, review all associated information, and visually ensure information is accurate both physically and electronically.

Section 23.5: Individual batches of medical cannabis products being shipped from a facility operated by an Integrated Facility to a Dispensary or Cultivator by means of a Secure Transporter must be appropriately packaged, labeled, and inserted in containers prior to transport.

All individual batches of medical cannabis products shipped by Applicant to receiving licensees will be compliantly packaged, labeled, and placed in sealed containers prior to transport by our internal secure transporters or by any 3rd party duly licensed Secure Transporter, in accordance with § 538-x-9-.03(3)(j)(5). Pursuant to § 538-x-6-.05(1), all medical cannabis packaging and containers will: 1) Be child-resistant; 2) Be tamper-evident; 3) Identify the Processor and type of product; 4) Not be attractive to minors; and 5) Be designed to minimize appeal to children. Medical cannabis labels will be secured to each package; be of clear quality; and printed in a legible size for an average patient/caregiver with a sixth-grade education. In accordance with § 538-x-6-.05(2), labels will be imprinted with the following information: 1) Product type; 2) Lot and batch numbers; 3) Applicant's name and license identification; 4) Product cannabinoid content and potency; 5) Product amount, number, or count in the package; 6) Universal state symbol approved by the AMCC, printed in color at least one-half inch by one-half inch in size; 7) Statement "Keep out of reach of children"; 8) QR code for tracking interfaced with the Statewide Seed-to-Sale Tracking System; and 9) Statement "WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians."

Packaging and labels will not be attractive to minors, and will not contain any false statements, or statements that advertise the health or therapeutic benefits of medical cannabis. When medical cannabis is sold to a patient, the Certified Dispenser will record the following in the Statewide Seed-to-Sale Tracking System and in the Patient Registry (using our fully compliant 3rd party Electronic Tracking System which will automatically update our internal inventory and the Statewide Seed-to-Sale Tracking System and the Patient Registry): 1) Patient name and medical cannabis card number; 2) Caregiver name

and medical cannabis card number, if applicable; 3) Registered certifying physician name and contact information; 4) Amount and type of medical cannabis dispensed; 5) Physician's dosing comments and maximum daily dosage recommendation; and 6) Dispensed date and time.

Description of Transportation Containers:

Cannabis and medical cannabis will be stored in sealed, tamper-evident transportation containers when received at or shipped from the Integrated Facility. Secure Transporters will be prohibited from opening a shipping container containing cannabis packages once it has been sealed, and will ensure there is no tampering during transport. The Inventory Control Manager will verify incoming and outgoing transport containers are sealed and undamaged in the Secure Transporter Vehicle, and accompanying transfer manifests have been prepared in accordance with 538-x-9-.03(3)(j)(3) and (7). Transport containers will be equipped with tracking devices that can be monitored remotely by the Secure Transporter at all times during transit, in accordance with § 538-x-7-.03(2)(c)(8)(e)(v).

Section 23.6: Batches and containers being shipped from the Applicant's facility must be QR coded or otherwise digitally coded to identify, at a minimum, the Integrated Facility, facility, type of product, date of processing and packaging, and the date of the Integrated Facility's State Laboratory testing approval(s).

In accordance with § 538-x-6-.05(2)(o) and 538-x-9-.03(3)(j)(6), medical cannabis shipped from our facility will be digitally coded with QR codes to identify and maintain traceable information in the Statewide Seed-to-Sale Tracking System, including 1) Name of facility from which the medical cannabis was sourced; 2) Name of Processor and Processor's facility of origin; 3) Product type; 4) Date of processing and packaging; 5) Expiration date, if applicable, or notation the expiration date does not exist; 6) Date of Processor's State Testing Laboratory approval; and 7) Alabama Poison Control contact information. Corresponding State Testing Laboratory information for medical cannabis lots will be recorded in the Statewide Seed-to-Sale Tracking System, and in our internal Electronic Tracking System.

Section 23.7: 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.

Outgoing sealed medical cannabis containers will be accompanied by a physical and electronic transfer manifest. Our Inventory Control Manager will be responsible for creating accurate, outgoing shipment Secure Transporter manifests, which correspond with receiving licensees' requirements, as per § 538-x-9-.03(3)(j)(7). The Inventory Control Manager will coordinate Secure Transporter deliveries between Applicant and receiving facilities; medical cannabis will not be moved to the designated Shipping Transfer Area until the day the shipment is scheduled.

On the day of shipment, the Inventory Control Manager will assign two employees with appropriate security credentials to meet the Secure Transporter and verify all information on the manifest matches the physical outgoing inventory. Pursuant to § 538-x-7-.07(3), the manifest will include: 1) Names of the driver and assisting individual(s); 2) Name and address of the destination; 3) Weight and description of each individual medical cannabis package in the shipment, including the total number of individual packages; 4) Date and time medical cannabis shipment is placed into the Secure Transport Vehicle; 5) Date and time the shipment is accepted at delivery destination; 6) Identity of employee(s) in custody of the cannabis or medical cannabis, and the circumstances, duration, and disposition of any other person who had custody, or control of the shipment; and 7) Any handling or storage instructions.

The manifest will also include the intended Secure Transporter's delivery route. Once the manifest verification process is complete, Applicant will electronically transfer inventory ownership to the Secure Transporter in the Statewide Seed-to-Sale Tracking System. Transport manifests and any records of transport activities managed by the Integrated Facility will be maintained for at least two years, or longer at the request of the AMCC, as per § 538-x-7-.03(2)(c)(8)(e)(xv).

Section 23.8: All information from the QR code relating to the outgoing medical cannabis, as well as the date and time of shipment, has been logged into the Statewide-Seed-to-Sale Tracking System.

QR Codes will be attached to all outgoing cannabis shipments that includes detailed information about the shipment. The Inventory Control Manager is responsible for verifying that information contained on the electronic QR Codes is accurate and compliant (§ 538-x-9-.03(3)(j)(8)). Receiving facility license holders are responsible for verifying and documenting the type and quantity of medical cannabis notated on the manifest, ensuring alignment between the type and quantities physically located within the secure transport vehicle (§ 538-x-7-.07(6)). The receiving facility license is then responsible for:

- Inputting the updated manifest into the Statewide Seed-to-Sale Tracking System; and
- Signing the manifest and other related documentation demonstrating the delivery was successfully accomplished.

The Inventory Control Manager will ensure that manifest information is:

- Complete and accurate, pursuant to 538-x-7-.07(3);
- Recorded in the Statewide Seed-to-Sale Tracking System;
- Replicated in Applicant’s Point-of-Sale (“POS”) System; and
- Signed by the authorized employee of the facility from which the medical cannabis was transported, and by the Secure Transporter driver and the authorized employee of the receiving facility.

Grounds/Authority for Redactions: This exhibit contains identifying information for the vehicles we intend to use for secure transportation. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 24 – Secure Transport Vehicles

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 24 – Secure Transport Vehicles

The Applicant must provide the following, as applicable:

Section 24.1: Title, lease or other documentation demonstrating possessory interest in all vehicles to be used for secure transportation of cannabis or medical cannabis.

Please see titles for the three Ford Transit Connect XLT Cargo Vans we propose to use for the secure transportation of cannabis and medical cannabis below at pages 3-6.

Section 24.2: Copies of declarations pages of insurance policies as applicable to all vehicles to be owned and operated by the Applicant, particularly those proposed for the secure transport or cannabis or medical cannabis.

Please see declarations pages of insurance documents for the three Ford Transit Connect XLT Cargo Vans we propose to use for the secure transportation of cannabis and medical cannabis below at pages 7-28.

Section 24.3: License plate numbers and DOT numbers, if available, for all secure transport vehicles.

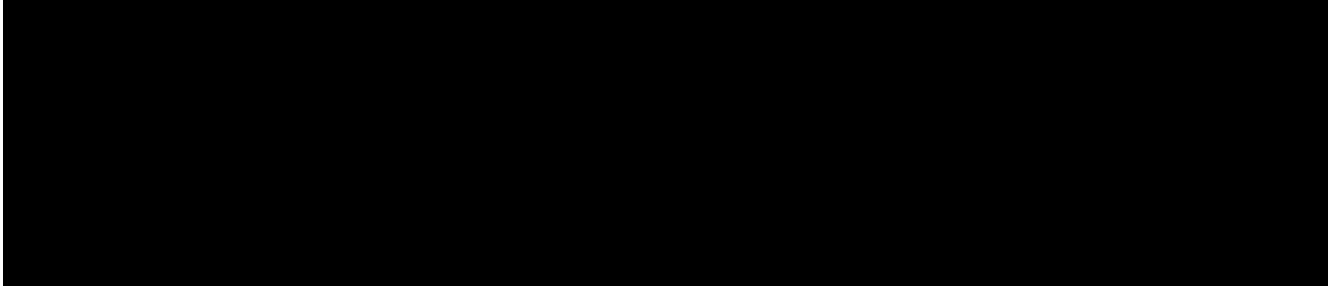
Please see the License Plate numbers in the table below for the three Ford Transit Connect XLT Cargo Vans we propose to use for the secure transportation of cannabis and medical cannabis.

Our Company understands that properly outfitted secure transport vehicles are an important part of ensuring the quality and safety of our products as well as for protecting our secure transport drivers and for preventing theft and diversion. Based on the experience of certain of our principals operating medical cannabis cultivation, processing, and dispensary operations in Missouri, we will be using a fleet of three Ford Transit Connect XLT Cargo vans for the secure transportation of cannabis and medical cannabis. These vans will be customized with security and storage features that meet and/or exceed the requirements of all applicable laws and regulations, including, but not limited to, 538-x-7-0.1-0.10.

All three proposed secure transport vehicles are owned by the Applicant. Please find attached title documents and insurance declaration pages for each of these vehicles. For

convenience, pertinent information related to each of the vehicles, including Vehicle Identification Numbers (VINs) and License Plate Numbers, are included in the table below.

Fleet Summary Information



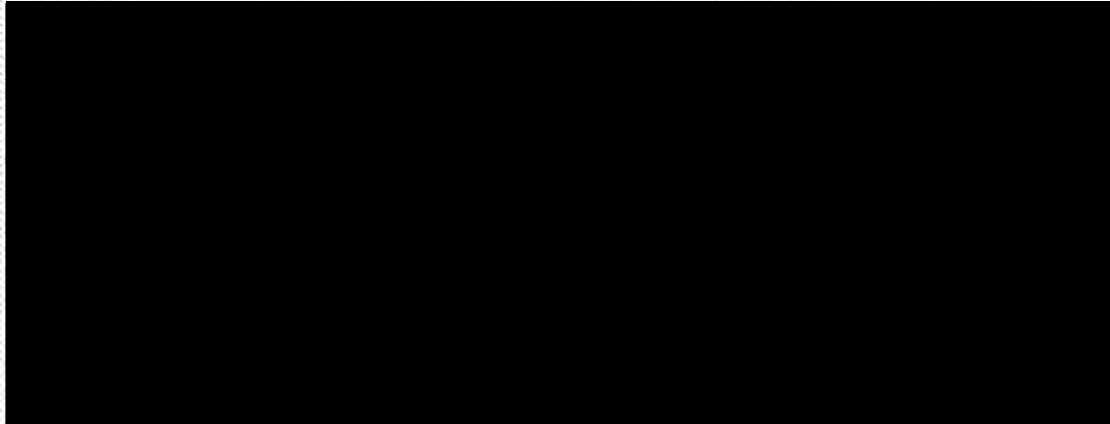


STATE OF ALABAMA
DEPARTMENT OF REVENUE

REDACTED COPY

License Type: Integrated Facility

CERTIFICATE OF TITLE FOR A VEHICLE



HOLD TO LIGHT TO VIEW WATERMARK

LEGEND(S)
ODOMETER: ACTUAL

1ST LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

2ND LIENHOLDER'S NAME, ADDRESS AND LIEN DATE



RELEASE OF LIEN
The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

First Lienholder

By _____
Signature of Authorized Agent

Date _____

Second Lienholder

By _____
Signature of Authorized Agent

Date _____

This certificate serves as an official document of the Department of Revenue and indicates that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant named on the form herein has been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest of (name) state herein, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this state or any political subdivision of this State or other circumstances not required to be filed with this Department.

CONTROL NUMBER
53898382

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

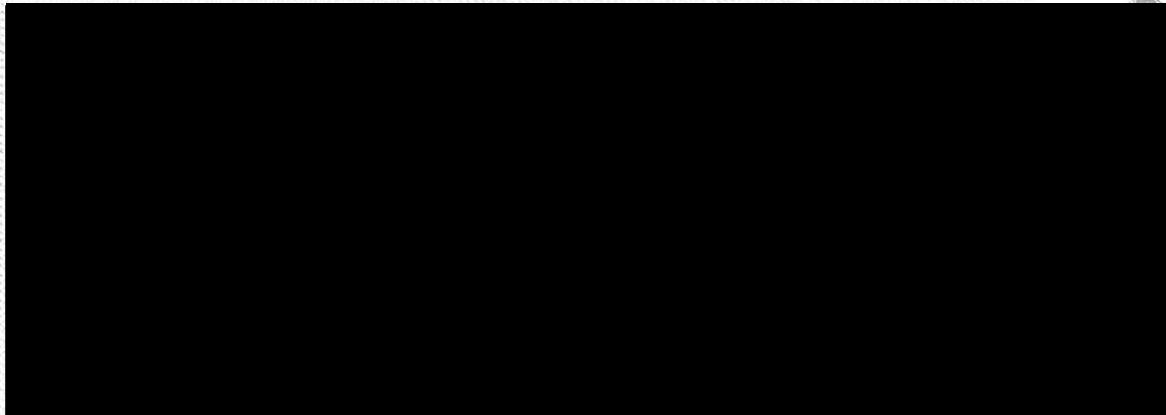


STATE OF ALABAMA DEPARTMENT OF REVENUE

REDACTED COPY

License Type: Integrated Facility

CERTIFICATE OF TITLE FOR A VEHICLE



HOLD TO LIGHT TO VIEW WATERMARK

LEGEND(S)

ODOMETER: ACTUAL

1ST LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

2ND LIENHOLDER'S NAME, ADDRESS AND LIEN DATE



RELEASE OF LIEN The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

First Lienholder

By Signature of Authorized Agent

Date

Second Lienholder

By Signature of Authorized Agent

Date

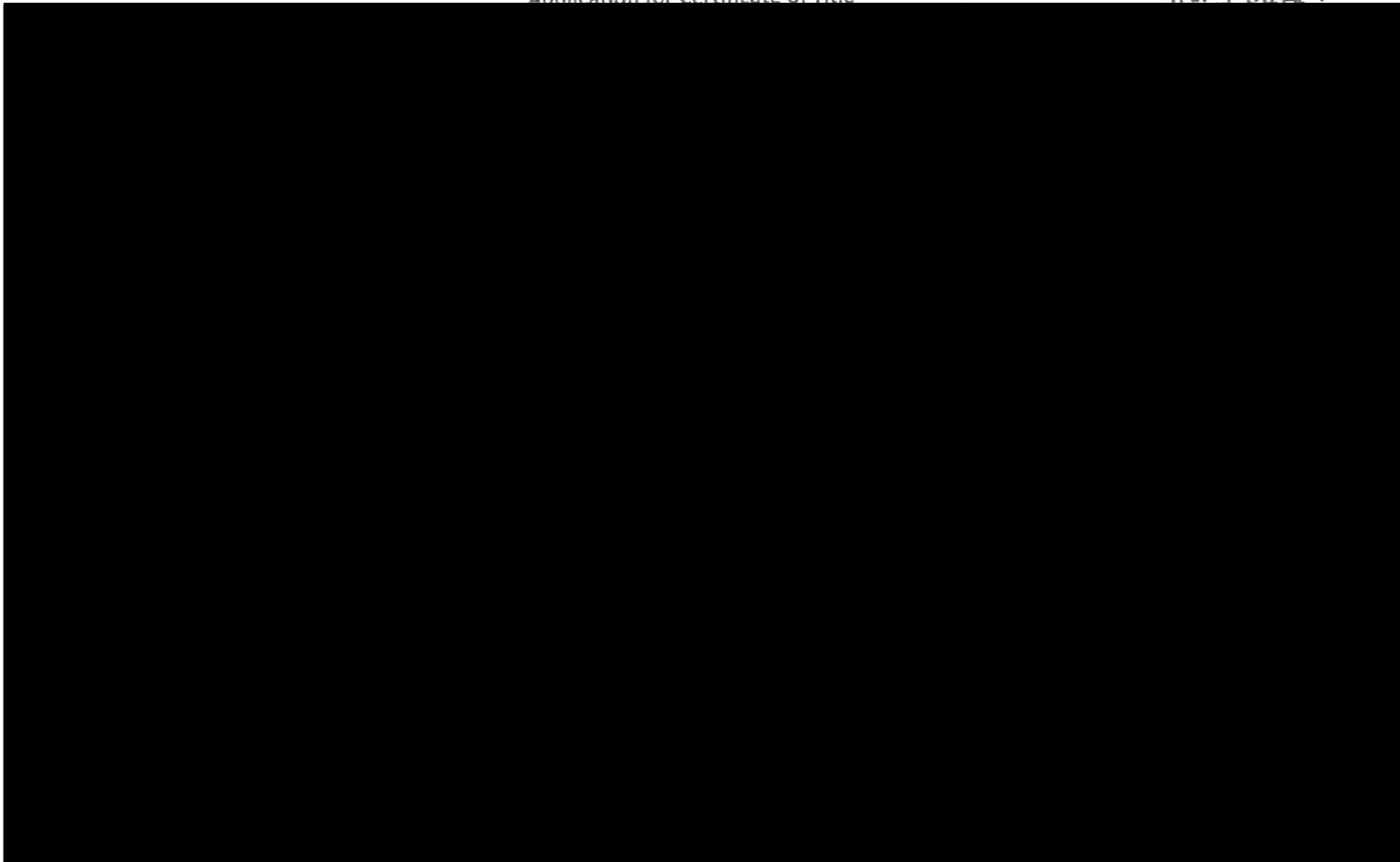
CONTROL NUMBER 53808472

This certificate serves as an official document of the Department of Revenue and prima facie evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by lender(s) hereon, if any. But, said description hereof may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

MVT 5-1E (REV 07/17)

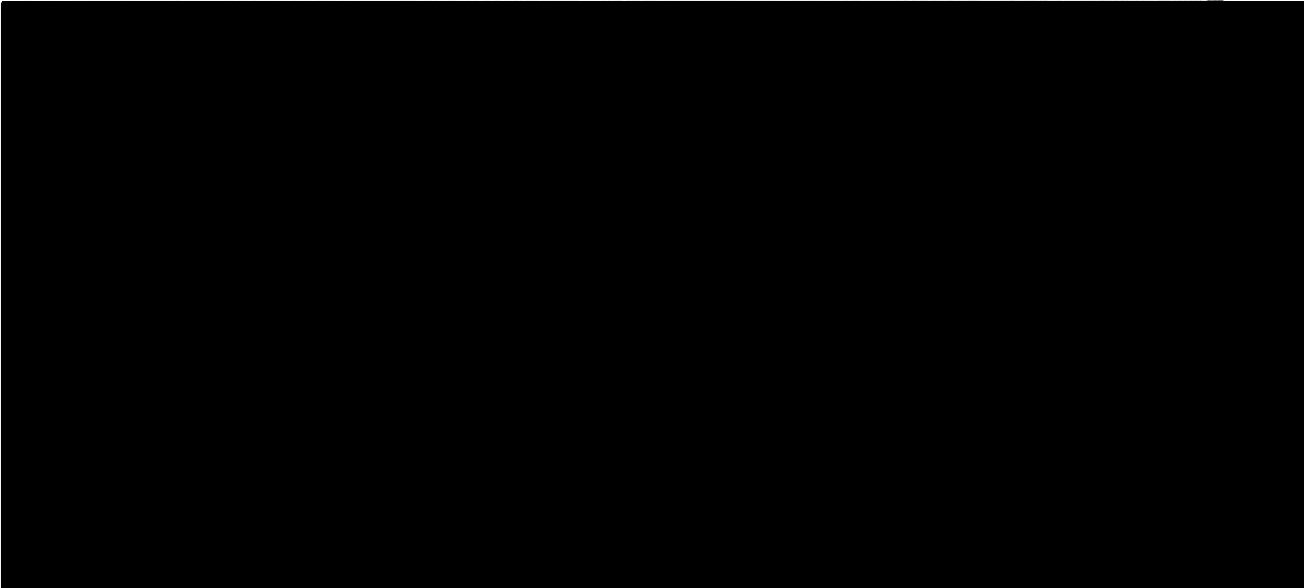
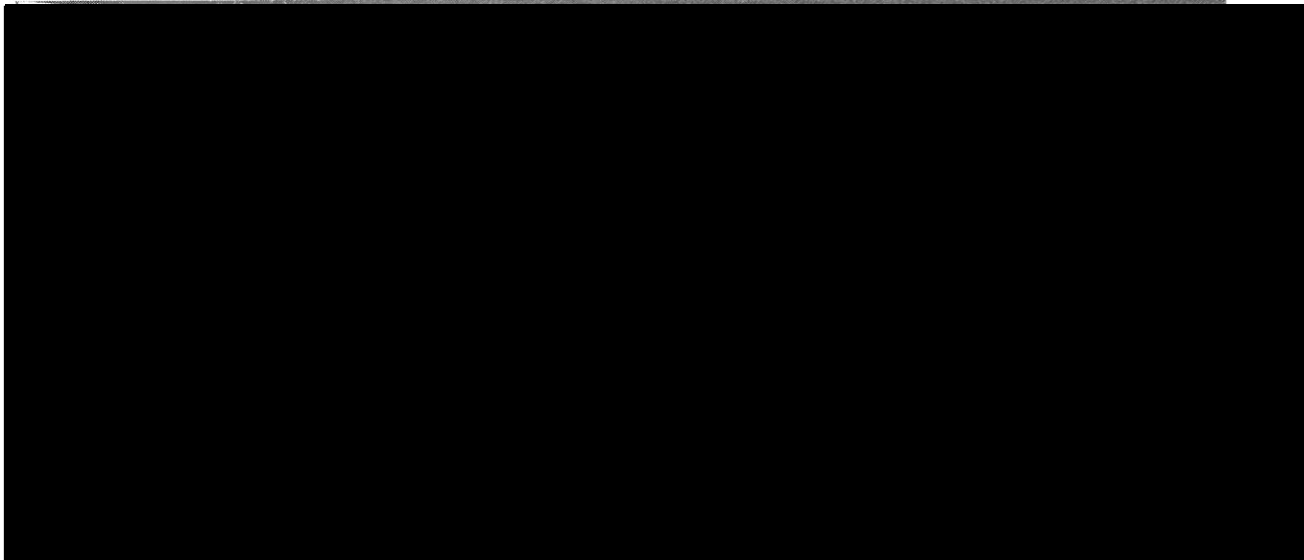
ALABAMA DEPARTMENT OF REVENUE
MOTOR VEHICLE DIVISION
P.O. Box 327640
Montgomery AL 36132-7640
Application for Certificate of Title



MULLINAX FORD (02-01295-00)

Date

ATTENTION APPLICANT: You can track the status of your title application by entering the title application number listed above at the following website: <https://title.mvtrp.alabama.gov>
A signed copy of this application shall, in accordance with Section 32-8-38, Code of Alabama 1975, serve as a permit for the operation of the motor vehicle described above until the revenue department issues a certificate of title or refuses to issue a certificate of title and shall continue to serve as evidence of ownership and as a permit for the operation of the vehicle after title is issued.



YOUR POSSESSION OF THIS DOCUMENT DECLARES THAT YOU HAVE KNOWLEDGE OF FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND FEDERAL HAZARDOUS MATERIALS REGULATIONS AS ADOPTED BY THE STATE OF ALABAMA. THIS NOTICE APPLIES TO ANY COMMERCIAL VEHICLE WITH GROSS WEIGHT RATING (GVWR) FROM THE MANUFACTURER EXCEEDING 10,000 POUNDS OR USED TO HALL HAZARDOUS MATERIALS.

Opt-In - Yes, I authorize the release of my name, address, and email address to the sponsoring organization of a distinctive license plate.

Opt-Out - No, I do not authorize the release of my name, address, and email address to the sponsoring organization of a distinctive license plate.

AFFIDAVIT OF DISABILITY - UNITED STATES VETERAN
I, the undersigned, certify that I am currently evaluated by the U.S. Department of Veterans Affairs as ___% disabled and I have previously provided the county license plate issuing official proof from the U.S. Department of Veterans Affairs that I am a disabled veteran and entitled to the registration fee exemption as provided in the Code of Alabama 15-7-5.

AFFIDAVIT OF NON-USE OF A MOTOR VEHICLE
I, the undersigned, am the lawful and true owner of the vehicle described on this document. I hereby certify, under the penalties of perjury, that this vehicle has not been used or operated on any public street, road or highway within the State of Alabama during the registration period below.

I understand that Alabama law provides for an annual registration fee (license tax), collected on a staggered monthly basis for use or operation of this vehicle on public roads or highways of this State and that this "Affidavit of Non-Use" could provide an exemption from the registration fee (license tax) and/or penalty, if applicable, during the period of _____ through _____.

Control #: 5556059

Web Code: 2791537259

Owner's Signature _____ Date _____

Used by our sales team.



LYON FRY CADDEN

INSURANCE

A Higginbotham Partner

P.O. Box 160927 • Mobile, AL 36616
3212 Midtown Park South 36606

tel 251.473.4600 • fax 251.450.0032
lyonfrycadden.com • higginbotham.com

November 29, 2022

State of Alabama
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

RE: Integrated Facility Insurance Requirements

To Whom It May Concern:

Our agency handles the insurance for Flowerwood Nursery, an owner of Flowerwood Medical Cannabis, LLC. Please allow this letter to serve as confirmation our agency has reviewed the insurance requirements for an Integrated Facility. Included with this letter is a certificate of insurance for Flowerwood Nursery showing the current coverages that are in place.

Should Flowerwood Medical Cannabis, LLC be awarded a license to engage in the business of an Integrated Facility our agency stands ready to issue insurance coverage that meet the requirements set forth in the application guidelines.

Flowerwood Nursery enjoys an excellent reputation in the nursery industry and is a valued client of our agency. Please feel free to contact me if there are any further questions.

Sincerely,

O. McCrary Otts, IV, CIC, CRM
Managing Director

FLORISTS' MUTUAL INSURANCE COMPANY
BUSINESS AUTO POLICY DECLARATIONS PAGE

REDACTED COPY

License Type: Integrated Facility

This DECLARATIONS PAGE, coverage parts (including forms and endorsements forming a part thereof), and other forms and endorsements, if any, issued to form a part thereof, completes the below numbered business auto policy. This policy is a legal contract between the policy owner and the insurer. Please read your policy carefully.

POLICY NO. FMA-012920

ACCOUNT NO. 104844

ITEM ONE - POLICYHOLDER INFORMATION

NAMED INSURED: FLOWERWOOD NURSERY INC
SEE FORM IL 12 01(11-85) FOR ENTIRE NAMED INSURED

MAILING ADDRESS: PO BOX 665
LOXLEY, AL 36551

POLICY TERM: 1 YEAR

INCEPTION: 07/01/2022

EXPIRATION: 07/01/2023
12:01 A.M., STANDARD TIME, AT THE ADDRESS OF THE
NAMED INSURED STATED HEREIN

FORM OF BUSINESS: Corporation

TYPE OF BUSINESS: Wholesale Nurseries

07/29/2022
Date

#1 Horticultural Lane Edwardsville, IL
800-851-7740

Countersignature

(Declarations continued on next page)
Florists' Mutual Insurance Company
C
AMA-101S(7/00)

**BUSINESS AUTO POLICY DECLARATIONS PAGE
(Continued)**

ITEM TWO - SUMMARY OF COVERAGE PARTS, VEHICLES AND PREMIUM

This policy provides only those coverages for which a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown below as *covered autos*. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from "Description of Covered Autos Designation Symbols".

COVERAGES	COVERED AUTOS	LIMIT - THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		ESTIMATED PREMIUM
LIABILITY INSURANCE	10	\$1,000,000	EACH ACCIDENT	122,846.00
PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	10	SEPARATELY STATED IN EACH PIP ENDORSEMENT		INCLUDED
ADDED PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT		
UNINSURED MOTORISTS	10	SEE ENDORSEMENT IL 12 01(12-85)	EACH ACCIDENT	INCLUDED
UNDERINSURED MOTORISTS(WHEN NOT INCLUDED IN UNINSURED MOTORISTS COVERAGE)	10	\$1,000,000	EACH ACCIDENT	INCLUDED
PHYSICAL DAMAGE INS.:				
COMPREHENSIVE COVERAGE	12,18	ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		2,350.00
SPECIFIED CAUSES OF LOSS COVERAGE		ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		
COLLISION COVERAGE	12,18	ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		11,552.00
TOWING AND LABOR		\$50 FOR EACH DISABLEMENT OF PRIVATE PASSENGER TYPE AUTO		
TEXAS SUPPLEMENTARY DEATH BENEFIT PERSONAL INJURY PROTECTION		\$2,500	PER PERSON	INCLUDED
HIRED PHYSICAL DAMAGE				INCLUDED
SPECIAL BROAD FORM AUTO				INCLUDED
SURCHARGES, TAXES AND FEES				
TX MV CRIME PREV AUTH PT FEE			8.00	8.00
ESTIMATED TOTAL PREMIUM				136,756.00

(Declarations continued on next page)

Florists' Mutual Insurance Company

AMA-101S(7/00)

Exhibit 24 - Secure Transport Vehicles

BUSINESS AUTO POLICY DECLARATIONS PAGE
(Continued)

REDACTED COPY

License Type: Integrated Facility

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

This item is completed by entries on endorsement(s) titled:
 "SCHEDULE OF COVERED AUTOS YOU OWN"
 Issued to form a part of this policy. See Form AMA-102 or your state specific AMA-102 form.

ITEM FOUR - SCHEDULE OF HIRED AUTOS (COVERAGES AND PREMIUMS)

LIABILITY INSURANCE - Rating basis is cost of hire. Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE INSURANCE - This item is completed by entries on endorsement(s) titled:
 "PHYSICAL DAMAGE INSURANCE - SCHEDULED OF HIRED AUTOS"
 Issued to form a part of this policy. See Form AMA-106.

Estimated Premium: Included

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

LIABILITY INSURANCE (includes autos owned by your employees or member of their households but only while used in your business or personal affairs). Rating basis is number of employees. The estimated total premium for this policy is based on the exposures you told us you would have when this policy began. We will compute your final premium due when we determine your actual exposures.

Estimated Premium: Included

**ITEM SIX - FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS
 APPLICABLE TO THE ENTIRE POLICY**

AMA-02(08-07)	AMA-101S(07-00)	AMA-102(09-05)	AMA-102FL(05-09)
AMA-103(03-87)	AMA-106(01-07)	AMA-WRAP(12-12)	CA 00 01(10-13)
CA 01 09(10-13)	CA 01 28(01-21)	CA 01 46(10-13)	CA 01 50(04-22)
CA 01 62(10-13)	CA 01 96(10-13)	CA 02 30(12-21)	CA 02 43(10-13)
CA 02 67(01-21)	CA 20 01(10-13)	CA 21 08(11-18)	CA 21 09(10-13)
CA 21 19(12-13)	CA 21 20(02-22)	CA 21 59(10-13)	CA 21 66(11-18)
CA 21 72(06-17)	CA 21 80(01-21)	CA 21 88(12-13)	CA 22 10(01-21)

ITEM FOUR - SCHEDULE OF HIRED AUTOS (continued)

[Redacted content for Item Four]

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY (continued)

[Redacted content for Item Five]

**ITEM SIX - FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENT
APPLICABLE TO THE ENTIRE POLICY (continued)**

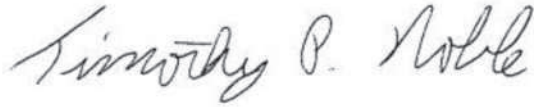
CA 22 64(10-13)	CA 31 28(11-18)	CA 31 37(10-13)	CA 99 54(10-13)
CA 99 95(10-13)	FL FM MU OFC(07-15)	IL 00 03(09-08)	IL 00 17(11-98)
IL 00 21(09-08)	IL 02 31(09-08)	IL 02 50(09-08)	IL 02 62(02-15)
IL 02 82(09-08)	IL 09 09(03-98)	MU FM OFC(07-15)	SBFAE(02-18)

Officer Signature Page

In Witness Whereof, Florists' Mutual Insurance Company has caused this policy to be executed and attested.



Secretary

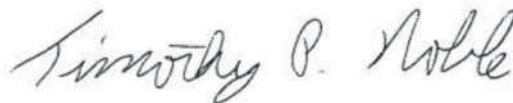


CEO

For customer service or to report a claim,
Call toll-free: 800-851-7740
Fax: 800-233-3642
www.hortica-insurance.com

Officer Signature Page

In Witness Whereof, Florists' Mutual Insurance Company has caused this policy to be executed and attested.



Secretary

CEO

MUTUAL POLICY CONDITIONS: Upon the termination of this policy, the insured shall participate in the distribution of dividends as fixed and determined by the directors of the **company** in accordance with the provisions of law; the payment of dividends is not guaranteed. The insured shall not be subject to a liability for assessment under this policy.

MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he is a member of the Florists' Mutual Insurance Company of Edwardsville, Illinois, and is entitled to vote either in person or by proxy at any and all meetings of said **company**. The Annual Meetings are held in its Home Office on the fourth Tuesday in February, in each year, at 11:00 o'clock (A.M.)

For customer service or to report a claim,
Call toll-free: 800-851-7740
Fax: 800-233-3642
www.hortica-insurance.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER FMA-012920 Policy Period: 07/01/22 to 07/01/23	POLICY CHANGES EFFECTIVE	COMPANY Florists' Mutual Insurance Company
NAMED INSURED Flowerwood Nursery Inc See IL 12 01(11-85) For Entire Named Insured		AUTHORIZED REPRESENTATIVE

COVERAGE PARTS AFFECTED

	CHANGES			
Type of Units	COMPOSITE RATING BASIS		Premium	
	Number of Units	Cost Per Unit		
Light, Medium				
Liability	127	\$694		\$88,138
Physical Damage	21	\$350		\$7,350
Heavy, Heavy Truck Tractor, Extra Heavy Truck Tracotr, Bus				
Liability	23	\$1,500		\$34,500
Physical Damage	13	\$504		\$6,552
Trailers, Semi-Trailers				
Liability	8	\$26		\$208
Physical Damage	0	\$0		\$0
Sub Total Premium				\$136,748
Surcharges				\$8
Total Premium				\$136,756

- 1) The premium for this policy shall be determined in accordance with the schedule shown above.
- 2) The Annual Premium in the schedule is a deposit premium that shall be adjusted at the end of the policy period. The final premium shall be the sum of the premiums computed for each class.
- 3) The premium for each class shall be determined by multiplying the average number of 'Autos' owned or leased by the Insured during the policy period by the Rate per 'Auto' applicable to that class.
- 4) The average number of 'Autos' shall be computed as the sum of the number of 'Autos' at policy inception and at the end of the policy period divided by two.
- 5) The Annual Premium shall be in addition to any fees or assessments shown on the declarations.
- 6) \$1,000 Comprehensive and \$1,000 Collision deductibles apply to all vehicles in which Physical Damage coverage applies.
- 7) \$3,000 Comprehensive and \$3,000 Collision deductible applies to Extra Heavy Truck Tractors.

Authorized Representative Signature



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

<p>POLICY NUMBER FMA-012920 Policy Period: 07/01/22 to 07/01/23</p>	<p>POLICY CHANGES EFFECTIVE</p>	<p>COMPANY Florists' Mutual Insurance Company</p>
<p>NAMED INSURED Flowerwood Nursery Inc See IL 12 01(11-85) For Entire Named Insured</p>		<p>AUTHORIZED REPRESENTATIVE</p>
<p>COVERAGE PARTS AFFECTED</p>		
<p style="text-align: center;">CHANGES</p> <p>The entire Named Insured as shown on Page 1 – Item One of the Declarations page is to read as follows: Flowerwood Nursery Inc; Flowerwood Liners Inc; Summit Landscape Supply Inc; Retail Garden Management Inc; Plant Development Services Inc DBA PDSI; Flowerwood Direct LLC</p>		

Authorized Representative Signature

FLORISTS' MUTUAL INSURANCE COMPANY
BUSINESS AUTO POLICY DECLARATIONS PAGE

REDACTED COPY

License Type: Integrated Facility

This DECLARATIONS PAGE, coverage parts (including forms and endorsements forming a part thereof), and other forms and endorsements, if any, issued to form a part thereof, completes the below numbered business auto policy. This policy is a legal contract between the policy owner and the insurer. Please read your policy carefully.

POLICY NO. FMA-012920

ACCOUNT NO. 104844

ITEM ONE - POLICYHOLDER INFORMATION

NAMED INSURED: FLOWERWOOD NURSERY INC
SEE FORM IL 12 01(11-85) FOR ENTIRE NAMED INSURED

MAILING ADDRESS: PO BOX 665
LOXLEY, AL 36551

POLICY TERM: 1 YEAR

INCEPTION: 07/01/2022

EXPIRATION: 07/01/2023
12:01 A.M., STANDARD TIME, AT THE ADDRESS OF THE
NAMED INSURED STATED HEREIN

FORM OF BUSINESS: Corporation

TYPE OF BUSINESS: Wholesale Nurseries

07/29/2022
Date

#1 Horticultural Lane Edwardsville, IL
800-851-7740

Countersignature

(Declarations continued on next page)
Florists' Mutual Insurance Company
C
AMA-101S(7/00)

**BUSINESS AUTO POLICY DECLARATIONS PAGE
(Continued)**

ITEM TWO - SUMMARY OF COVERAGE PARTS, VEHICLES AND PREMIUM

This policy provides only those coverages for which a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown below as *covered autos*. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from "Description of Covered Autos Designation Symbols".

COVERAGES	COVERED AUTOS	LIMIT - THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		ESTIMATED PREMIUM
LIABILITY INSURANCE	10	\$1,000,000	EACH ACCIDENT	122,846.00
PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	10	SEPARATELY STATED IN EACH PIP ENDORSEMENT		INCLUDED
ADDED PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT		
UNINSURED MOTORISTS	10	SEE ENDORSEMENT IL 12 01(12-85)	EACH ACCIDENT	INCLUDED
UNDERINSURED MOTORISTS(WHEN NOT INCLUDED IN UNINSURED MOTORISTS COVERAGE)	10	\$1,000,000	EACH ACCIDENT	INCLUDED
PHYSICAL DAMAGE INS.:				
COMPREHENSIVE COVERAGE	12,18	ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		2,350.00
SPECIFIED CAUSES OF LOSS COVERAGE		ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		
COLLISION COVERAGE	12,18	ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		11,552.00
TOWING AND LABOR		\$50 FOR EACH DISABLEMENT OF PRIVATE PASSENGER TYPE AUTO		
TEXAS SUPPLEMENTARY DEATH BENEFIT PERSONAL INJURY PROTECTION		\$2,500	PER PERSON	INCLUDED
HIRED PHYSICAL DAMAGE				INCLUDED
SPECIAL BROAD FORM AUTO				INCLUDED
SURCHARGES, TAXES AND FEES				
TX MV CRIME PREV AUTH PT FEE			8.00	8.00
ESTIMATED TOTAL PREMIUM				136,756.00

(Declarations continued on next page)

Florists' Mutual Insurance Company

AMA-101S(7/00)

Exhibit 24 - Secure Transport Vehicles



COMMON POLICY DECLARATIONS

Policy Number: BP-17692

Account Number: 104844

Policy Period: Inception: 07/01/2022 12:01 A.M. Expiration: 07/01/2023 at 12:01 A.M.
Time at your mailing address shown below

Policy Status: RENEWAL OF BP-17692

Named Insured Flowerwood Nursery Inc ETAL
and PO Box 665
Mailing Address: Loxley, AL 36551

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

Individual Partnership Joint Venture Trust Limited Liability Company Corporation
 Organization (other than one indicated above and described as follows): _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Annual Policy Premium (advance liability premium subject to annual audit)	\$55,134.00
Total surcharges/taxes/fees	\$0.00
	<hr/>
TOTAL DUE AT INCEPTION	\$55,134.00

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY. This policy is a legal contract between the policy owner and the insurer. Please read your policy carefully.

Schedule of Forms and Endorsements:

See following page(s) for Schedule of Forms and Endorsements.

FLORISTS' MUTUAL INSURANCE COMPANY Integrated Facility
COMMON POLICY DECLARATIONS

Schedule of Forms and Endorsements

MU FM OFC (07-15)	OFFICER SIGNATURE PAGE
BPP-END (06-07)	CHANGE ENDORSEMENT
CP 01 40 (07-06)	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP 10 75 (12-20)	CYBER INCIDENT EXCLUSION
IL 00 03 (09-08)	CALCULATION OF PREMIUM
IL 00 17 (11-98)	COMMON POLICY CONDITIONS
IL 01 90 (04-15)	ALABAMA CHANGES - ACTUAL CASH VALUE
CP 01 45 (10-12)	ALABAMA CHANGES 10-12
BP-SCEM (09-16)	SCHEDULED COMPUTER EQUIPMENT AND COMPUTER MEDIA
BP-I (09-16)	SECTION I - CAUSES OF LOSS, BUS PROPERTY INS CONDITIONS, & GLOSS OF TERMS FOR SEC I - BUS PROP INS
P 09 52 (01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
EBL-SCH (09-97)	EMPLOYEE BENEFITS LIABILITY COVERAGE SCHEDULE (CLAIMS MADE)
CG 03 00 (01-96)	DEDUCTIBLE LIABILITY INSURANCE
L 20 31 (07-12)	CONTRACTORS BLANKET ADD INSD - WHEN REQ BY WRITTEN CONTRACT
L 20 32 (07-12)	OTHER THAN CONTRACTORS BLANKET ADD INSD - WHEN REQ BY WRITTEN CONTRACT
L 21 16 (06-07)	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
CG 21 00 (07-98)	EXCLUSION - ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES
CG 21 06 (05-14)	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
L 21 28 (07-12)	ANTI - STACKING ENDORSEMENT
CG 21 32 (05-09)	COMMUNICABLE DISEASE EXCLUSION
*CG 21 53 (01-96)	EXCLUSION - DESIGNATED ONGOING OPERATIONS
IL 09 85 (12-20)	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL 09 98 (12-20)	DISCLOSURE OF PREMIUM THROUGH YEAR END FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TRIA)
SBFGLE (02-18)	SPECIAL BROAD FORM GENERAL LIABILITY ENDORSEMENT
CG 00 01 (04-13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 46 (07-98)	ABUSE OR MOLESTATION EXCLUSION
CG 21 47 (12-07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 67 (12-04)	FUNGI OR BACTERIA EXCLUSION
CG 21 70 (01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 87 (01-15)	CONDITIONAL EXCLUSION OF TERR (RELATING TO DISPOSITION OF TRIA)
CG 24 26 (04-13)	AMENDMENT OF INSURED CONTRACT DEFINITION
IL 00 21 (09-08)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
L-D1 (01-98)	SECTION II - OPTIONAL LIABILITY COVERAGE COVERAGE D1 - EMPLOYMENT BENEFIT LIABILITY
L-D10 (06-18)	SECTION II - OPTIONAL LIABILITY COVERAGE VOLUNTARY PROPERTY DAMAGE
L 22 25 (06-07)	EXCLUSION MISDELIVERY OR GERMINATION FAILURE GROWERS, PRODUCERS, OR DISTRIBUTORS
L-X02 (09-97)	EMPLOYERS' LIABILITY EXCLUSION
L-X04 (06-07)	EXCLUSION - OIL OR GAS PRODUCING OPERATIONS

The asterisked* Forms and Endorsements shown above are new or revised.

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS BPP - Section I

SECTION I - PROPERTY

Policy Deductible(Property) = 1,000
(Except Where Shown Otherwise)

Declarations Page Legend

Symbol	Description
[X]	Automatic Increase in Insurance Does Not Apply
(2)	See Form BP-58 for Limitation
#	Polyethylene, Saran or Shade Cloth covering attached to the exterior of Greenhouse frames is not covered.

Property Legend

Greenhouses listed on the attached schedules are numbered as follows:

- | | |
|-----------------------------------|-----------------------------------|
| 1 - 99 Glass Covered | 401-499 Saran Covered Shade House |
| 101-199 Polyethylene Film Plastic | 501-599 Acrylic Covered |
| 201-299 Fiberglass Covered | 601-699 Polycarbonate |
| 301-399 Lath Covered Shade House | 901-999 Sash Covered Shade House |

Greenhouse Cover Legend

Greenhouse cover may be adjusted on the basis of the following Schedule:

ACV = Actual Cash Value	RC = Replacement Cost
SQF = Per Square Foot	NC = Not Covered

*Polyethylene

Thickness (in mils)	Number of Months Cover has been in Service		
	Under 18	18-48	Over 48
Under 4	NC	NC	NC
4 - 5.99	RC	ACV	ACV
6 or More	RC	RC	ACV

+ Polycarbonate

Cause of Loss	Number of Years Cover has been in Service	
	0-8	Over 8
Windstorm or Hail	RC	ACV
All Other	RC	RC

**COMMERCIAL PROPERTY COVERAGE PART
SUPPLEMENTAL DECLARATIONS
BPP - Section I**

**SCHEDULE OF COVERAGE
OPTIONAL PROPERTY COVERAGES**

1. Scheduled Computer Equipment and Media

<u>LOC.</u>	<u>BUILDING</u>	<u>DESCRIPTION</u>	<u>CAUSE OF LOSS</u>	<u>EQUIPMENT LIMIT</u>	<u>MEDIA LIMIT</u>	<u>OPTIONAL COVERAGE</u>
1	A	BLANKET COVERAGE ACROSS ALL LOCATIONS NOT TO EXCEED \$50,000 PER ITEM	Special	\$292,000		N
LOC. COVERAGE DEDUCTIBLE		\$1,000	LOC. DEBRIS REMOVAL	\$29,200		

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS
BPP - Section II**

Limits of Insurance

General Aggregate Limit		\$ 2,000,000	
Products/Completed Operations Aggregate		\$ 2,000,000	
Each Occurrence Limit	\$ 1,000,000		
Damage to Premises Rented to You Limit	\$ 1,000,000		ANY ONE PREMISES
Medical Expense Limit	\$ 10,000		ANY ONE PERSON
Personal and Advertising Injury Liability	\$ 1,000,000		ANY ONE PERSON OR ORGANIZATION

Optional Liability Endorsements

<u>Title Description</u>	<u>Limit of Insurance</u>
D 1. Employee Benefits Liability	* SEE EBL-SCH *
D 10. Voluntary Property Damage Deductible - \$250	\$1,000 - per occurrence \$5,000 - aggregate

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS
BPP - Section II**

SCHEDULE OF ADDITIONAL LOCATIONS

- LOC 1 15315 Kelly Road & 8001 N Magnolia
Loxley, AL 36551
- * LOC 2 6470 Dauphin Island Parkway
Mobile, AL 36605
- * LOC 3 13551-A Old Pascagoula Road
Grand Bay, AL 36541
- * LOC 4 273 County Road 30
Ranburne, AL 36273
- * LOC 5 3108 US Highway 84 East
Cairo, GA 31728
- * LOC 11 405 Flintlock Drive
Dacula, GA 30019
- * LOC 12 301 E 1st Avenue
Gulf Shores, AL 36542
- * LOC 13 15931 County Road 10
Ranburne, AL 36273
- * LOC 14 17325 Country Road 68
Loxley, AL 36551
- * LOC 15 15571 Flowerwood Road
Loxley, AL 36551

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS
BPP - Section II**

SCHEDULE OF ADDITIONAL LOCATIONS

Continued

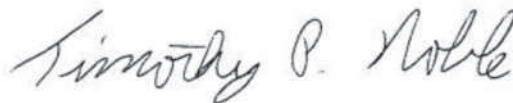
* LOC 17 2131 North Cedar Street
Loxley, AL 36551

* LOC 18 100 Ponchartrain Court
Dauphin Island, AL 36528

* Section II Liability Only

Officer Signature Page

In Witness Whereof, Florists' Mutual Insurance Company has caused this policy to be executed and attested.



Secretary

CEO

MUTUAL POLICY CONDITIONS: Upon the termination of this policy, the insured shall participate in the distribution of dividends as fixed and determined by the directors of the **company** in accordance with the provisions of law; the payment of dividends is not guaranteed. The insured shall not be subject to a liability for assessment under this policy.

MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, he is a member of the Florists' Mutual Insurance Company of Edwardsville, Illinois, and is entitled to vote either in person or by proxy at any and all meetings of said **company**. The Annual Meetings are held in its Home Office on the fourth Tuesday in February, in each year, at 11:00 o'clock (A.M.)

For customer service or to report a claim,
Call toll-free: 800-851-7740
Fax: 800-233-3642
www.hortica-insurance.com

BUSINESS PACKAGE POLICY CHANGE ENDORSEMENT

This endorsement forms a part of the policy numbered below:

Named Insured: Flowerwood Nursery Inc	Policy Number: BP-17692
	Effective Date of Change:
	Change Endorsement Number:
	Account Number: 104844
Policy Period Inception: 07/01/2022 12:01 AM at Policy Declarations mailing address	Policy Period Expiration: 07/01/2023 12:01 AM at Policy Declarations mailing address

POLICY CHANGES

It is agreed that the Entire Named Insured is to read:
Flowerwood Nursery Inc; Flowerwood Liners Inc; Summit Landscape Supply Inc; Retail Garden Management Inc;
Plant Development Services Inc DBA PDSI; Flowerwood Direct LLC

FORM CHANGES

The above amendments result in a change in the premium as follows:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

<p>POLICY NUMBER FMA-012920 Policy Period: 07/01/22 to 07/01/23</p>	<p>POLICY CHANGES EFFECTIVE</p>	<p>COMPANY Florists' Mutual Insurance Company</p>
<p>NAMED INSURED Flowerwood Nursery Inc See IL 12 01(11-85) For Entire Named Insured</p>		<p>AUTHORIZED REPRESENTATIVE</p>
<p>COVERAGE PARTS AFFECTED</p>		
<p style="text-align: center;">CHANGES</p> <p>The entire Named Insured as shown on Page 1 – Item One of the Declarations page is to read as follows: Flowerwood Nursery Inc; Flowerwood Liners Inc; Summit Landscape Supply Inc; Retail Garden Management Inc; Plant Development Services Inc DBA PDSI; Flowerwood Direct LLC</p>		

Authorized Representative Signature



**Florists' Mutual Insurance Company
COMMERCIAL LIABILITY UMBRELLA DECLARATIONS**

Policy Number: EX11757	Account Number: 104844
Policy Period: Inception: 07/01/2022 12:01 A.M. Expiration: 07/01/2023 at 12:01 A.M.	
Time at your mailing address shown below	
Policy Status: Renewal Certificate for EX11757	

Named Insured and Mailing Address:	Flowerwood Nursery Inc ETAL PO Box 665 Loxley, AL 36551
------------------------------------	---

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation	
<input type="checkbox"/> Organization (Other than one indicated above and described as follows:)	_____

Limits of Insurance	
Each Occurrence Limit	\$ <u>4,000,000</u>
Personal & Advertising Injury Limit	\$ <u>4,000,000</u> ANY ONE PERSON OR ORGANIZATION
Aggregate Limit (except with respect to "covered autos")	\$ <u>4,000,000</u>

Agent: Lyon Fry Cadden Insurance Agency Inc 800-851-7740

Exhibit 25 – Compliance with Alabama Public Service Commission Requirements

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 25 – Compliance with Alabama Public Service Commission Requirements

Verification of the Applicant's compliance with Alabama Public Service Commission requirements for motor carriers.

Our Company **fully complies** with Alabama Public Service Commission (“APSC”) requirements for motor carriers.

First, we are applying for an Integrated Facility License which will authorize us to cultivate, process, dispense, and securely transport cannabis and medical cannabis. Importantly, while we intend to securely transport cannabis and medical cannabis between our own facilities, for example, between our processing facility and our dispensing sites, **we do NOT intend to provide transportation services for hire** to any other licensees. Since we do not intend to act as a for-hire property carrier, we are **not required** to apply for and/or hold an APSC Motor Carrier Certificate. As the APSC indicates on their website, for intrastate carriers, a Motor Carrier Certificate is only required for a “for-hire passenger or property carrier conducting activities between points and over a route wholly within this State...[but] **does not include** carriers that haul their own property or passengers” (emphasis added). Please see attached an email from APSC Transportation Regulatory Manager Amanda Shehane confirming that the Motor Carrier Act does not apply to not-for-hire motor carriers.

Second, Plant Development Services, Inc., one of entities that holds ownership in Applicant Entity Flowerwood Medical Cannabis, LLC, **holds a valid APSC Motor Carrier Certificate** and carries all required general liability and cargo insurance to comply with the APSC’s requirements for motor carriers. **These documents are attached hereto.** As such, to the extent that the AMCC will require and/or prefers that all Integrated Facility licensees not only transport their own product but also offer for hire secure transportation to other licensees, **our Company is fully compliant with APSC requirements and is fully authorized to provide those services.**



Vince Field <vince@whlplant.com>

FW: APSC Intrastate Regulations

Ellis Ollinger <ollinger@flowerwood.com>

Thu, Dec 15, 2022 at 2:15 PM

To: Vince Field <vince@whlplant.com>, Andrea Trobradovic <dre@whlplant.com>

Vince,

here is the email from the PSC when we inquired about the AMCA. Please give me your thoughts.

I think we should reach out to the commission and ask.

Ellis O.

From: Jim Poe <jpoe@flowerwood.com>
Sent: Wednesday, November 30, 2022 9:13 AM
To: Ellis Ollinger <ollinger@flowerwood.com>
Subject: RE: APSC Intrastate Regulations

A info

From: Shehane, Amanda <amanda.shehane@psc.alabama.gov>
Sent: Wednesday, November 30, 2022 9:09 AM
To: Jim Poe <jpoe@flowerwood.com>
Subject: APSC Intrastate Regulations

You don't often get email from amanda.shehane@psc.alabama.gov. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization or its affiliates. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is a link to our rulebook. [MotorCarrierRuleAmendments.pdf \(alabama.gov\)](#)

RULE 2 TRANSPORTATION FOR COMPENSATION Persons subject to the Alabama Motor Carrier Act, as amended, include those persons who transport passengers or property by motor vehicle in intrastate commerce, and in Alabama in interstate commerce, for compensation, except persons engaging in transportation or transporting commodities who or which are exempted by the terms of that Act, as amended.

The Alabama Motor Carrier Act may exempt not-for-hire motor carriers but it's up to the Alabama Medical Cannabis Commission to make its determination.

Exhibit 25 - Compliance with Alabama Public Service Commission Reqs **Page 2 of 10**

Thank you,

Amanda Shehane

PSC Transportation Regulatory Manager

Alabama Public Service Commission

Motor Carrier Services

Phone (334) 242-5178

Fax (334) 242-2534

RB
365712

Form E

License Type: Integrated Facility

UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY
DAMAGE LIABILITY CERTIFICATION OF INSURANCE

Filed with Alabama Public Services Commission (herein after called Agency)
(Name of Agency)

This is to certify that the GREAT WEST CASUALTY COMPANY NAIC# 11371
(Name of Company)
(herein after called Company) of 1100 W 29TH ST, SOUTH SIOUX CITY, NE, 68776
(Home Address of Company)

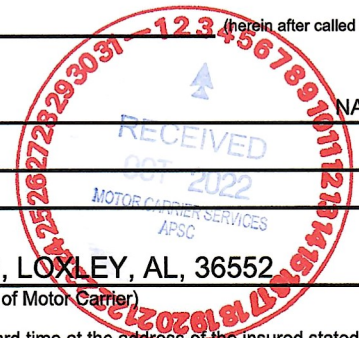
(DBA) FLOWERWOOD TRUCKING
FLOWERWOOD MANAGEMENT, INC.
has issued to (Name of Motor Carrier) of 15315 KELLY RD, LOXLEY, AL, 36552
(Address of Motor Carrier)

A policy or policies of insurance effective from 10/01/2022 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until cancelled as provided herein, which by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Agency has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Agency a duplicate original of said policy or policies and all endorsements thereon. This certificate and the endorsement described herein may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effective by the Company or the insured giving thirty (30) days' notice in writing to the State Agency, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Agency.

Countersigned at PO Box 277, South Sioux City, NE, 68776 This 03rd day of Oct 20 22
(Address) (Day) (Month) (Year)

Insurance Company File No. MCP90008A (Policy No) Jamie Anderson (Authorized Company Representative)



RB
365712

Form H

Uniform Motor Carrier Cargo
Certificate of Insurance

Filed with Alabama Public Services Commission (hereinafter called Commission)
(Name of Commission)

This is to certify that the GREAT WEST CASUALTY COMPANY NAIC# 11371
(Name of Company)
(herein after called Company) of 1100 W 29TH ST, SOUTH SIOUX CITY, NE, 68776
(Home Address of Company)

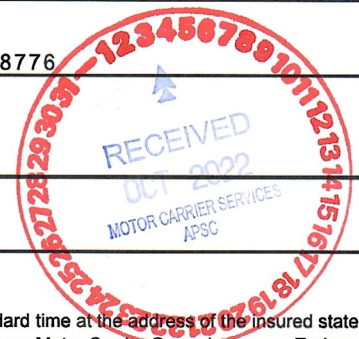
has issued to FLOWERWOOD MANAGEMENT, INC.
(Name of Motor Carrier)
(DBA) FLOWERWOOD TRUCKING
of 15315 KELLY RD, LOXLEY, AL, 36552
(Address of Motor Carrier)

A policy or policies of insurance effective from 10/01/2022 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until cancelled as provided herein, which, by attachment of the Uniform Motor Carrier Cargo Insurance Endorsement has or have been amended to provide cargo insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon. This certificate and the endorsement described herein, may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effective by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at PO Box 277 South Sioux City NE 68776 this 03rd day of
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)
Oct 20 22

Insurance Company File No. MCP90008A (Policy Number) Jamie Anderson (Authorized Company Representative)





STATE OF ALABAMA
 ALABAMA PUBLIC SERVICE COMMISSION
 P.O. BOX 991
 MONTGOMERY, ALABAMA 36101-0991

RECORDED IN

License Type: Integrated Facility

62
 5234

JIM SULLIVAN, PRESIDENT
 JAN COOK, ASSOCIATE COMMISSIONER
 GEORGE C. WALLACE, JR., ASSOCIATE COMMISSIONER

WALTER L. THOMAS, JR.
 SECRETARY

SERVED December 1, 1999

Walter L. Thomas Jr.

FLOWERWOOD MANAGEMENT, INC.,
 d/b/a FLOWERWOOD TRUCKING,

DOCKET 27327

CERTIFICATE F1919

Applicant

DECISION

By application filed November 2, 1999, the Applicant seeks a certificate as a common carrier of property. The Applicant also requests that the application be processed pursuant to the Federal Aviation Administration Authorization Act of 1994, which is codified at 49 U.S.C. 11501.

It appears from the application, and the materials filed with the application, that the Applicant is fit, willing and able to operate in compliance with the insurance requirements and the pertinent safety regulations, and that the Applicant has sufficient financial resources to commence operations.

Therefore, pursuant to the Commission's Order in Docket 24292, dated December 5, 1994, Motor Carrier Certificate F1919 is hereby issued to Flowerwood Management, Inc., a corporation, d/b/a Flowerwood Trucking, P. O. Box 7 (15315 Kelly Road), Loxley, Alabama 36551, authorizing operations as a common carrier by motor vehicle, in intrastate commerce over irregular routes, in the transportation of:

Property, except household goods, between all points in the State of Alabama.

The certificate number may be located within the cab of the vehicles in lieu of placing it on the outside of the vehicles.

Jurisdiction in this proceeding will be retained for any Commission order or orders, including general orders, that may appear to be warranted in the future.

By the Commission,

Stanley W. Foy

 Stanley W. Foy
 Administrative Law Judge

License Type: Integrated Facility

FLORISTS' MUTUAL INSURANCE COMPANY
BUSINESS AUTO POLICY DECLARATIONS PAGE

This DECLARATIONS PAGE, coverage parts (including forms and endorsements forming a part thereof), and other forms and endorsements, if any, issued to form a part thereof, completes the below numbered business auto policy. This policy is a legal contract between the policy owner and the insurer. Please read your policy carefully.

POLICY NO. FMA-012920

ACCOUNT NO. 104844

ITEM ONE - POLICYHOLDER INFORMATION

NAMED INSURED: FLOWERWOOD NURSERY INC
 SEE FORM IL 12 01(11-85) FOR ENTIRE NAMED INSURED

MAILING ADDRESS: PO BOX 665
 LOXLEY, AL 36551

POLICY TERM: 1 YEAR

INCEPTION: 07/01/2022

EXPIRATION: 07/01/2023
 12:01 A.M., STANDARD TIME, AT THE ADDRESS OF THE
 NAMED INSURED STATED HEREIN

FORM OF BUSINESS: Corporation

TYPE OF BUSINESS: Wholesale Nurseries

07/29/2022

 Date

#1 Horticultural Lane Edwardsville, IL

 800-851-7740

Countersignature

(Declarations continued on next page)
 Florists' Mutual Insurance Company
 C
 AMA-101S(7/00)

**BUSINESS AUTO POLICY DECLARATIONS PAGE
(Continued)**

ITEM TWO - SUMMARY OF COVERAGE PARTS, VEHICLES AND PREMIUM

This policy provides only those coverages for which a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown below as *covered autos*. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from "Description of Covered Autos Designation Symbols".

COVERAGES	COVERED AUTOS	LIMIT - THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS		ESTIMATED PREMIUM
LIABILITY INSURANCE	10	\$1,000,000	EACH ACCIDENT	122,846.00
PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)	10	SEPARATELY STATED IN EACH PIP ENDORSEMENT		INCLUDED
ADDED PERSONAL INJURY PROTECTION (OR EQUIVALENT NO-FAULT COVERAGE)		SEPARATELY STATED IN EACH ADDED PIP ENDORSEMENT		
UNINSURED MOTORISTS	10	SEE ENDORSEMENT IL 12 01(12-85)	EACH ACCIDENT	INCLUDED
UNDERINSURED MOTORISTS(WHEN NOT INCLUDED IN UNINSURED MOTORISTS COVERAGE)	10	\$1,000,000	EACH ACCIDENT	INCLUDED
PHYSICAL DAMAGE INS.:				
COMPREHENSIVE COVERAGE	12,18	ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		2,350.00
SPECIFIED CAUSES OF LOSS COVERAGE		ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		
COLLISION COVERAGE	12,18	ACV OR COST OF REPAIR MINUS ANY DEDUCTIBLE		11,552.00
TOWING AND LABOR		\$50 FOR EACH DISABLEMENT OF PRIVATE PASSENGER TYPE AUTO		
TEXAS SUPPLEMENTARY DEATH BENEFIT PERSONAL INJURY PROTECTION		\$2,500	PER PERSON	INCLUDED
HIRED PHYSICAL DAMAGE				INCLUDED
SPECIAL BROAD FORM AUTO				INCLUDED
SURCHARGES, TAXES AND FEES				
TX MV CRIME PREV AUTH PT FEE			8.00	
				8.00
ESTIMATED TOTAL PREMIUM				136,756.00

(Declarations continued on next page)

Florists' Mutual Insurance Company

AMA-101S(7/00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**

Policy Change Number

POLICY NUMBER FMA-012920 Policy Period: 07/01/22 to 07/01/23	POLICY CHANGES EFFECTIVE	COMPANY Florists' Mutual Insurance Company
NAMED INSURED Flowerwood Nursery Inc See IL 12 01(11-85) For Entire Named Insured		AUTHORIZED REPRESENTATIVE

COVERAGE PARTS AFFECTED

Type of Units	CHANGES COMPOSITE RATING BASIS		Premium
	Number of Units	Cost Per Unit	
Light, Medium			
Liability	127	\$694	\$88,138
Physical Damage	21	\$350	\$7,350
Heavy, Heavy Truck Tractor, Extra Heavy Truck Tracotr, Bus			
Liability	23	\$1,500	\$34,500
Physical Damage	13	\$504	\$6,552
Trailers, Semi-Trailers			
Liability	8	\$26	\$208
Physical Damage	0	\$0	\$0
Sub Total Premium			\$136,748
Surcharges			\$8
Total Premium			\$136,756

1) The premium for this policy shall be determined in accordance with the schedule shown above.
2) The Annual Premium in the schedule is a deposit premium that shall be adjusted at the end of the policy period. The final premium shall be the sum of the premiums computed for each class.
3) The premium for each class shall be determined by multiplying the average number of 'Autos' owned or leased by the Insured during the policy period by the Rate per 'Auto' applicable to that class.
4) The average number of 'Autos' shall be computed as the sum of the number of 'Autos' at policy inception and at the end of the policy period divided by two.
5) The Annual Premium shall be in addition to any fees or assessments shown on the declarations.
6) \$1,000 Comprehensive and \$1,000 Collision deductibles apply to all vehicles in which Physical Damage coverage applies.
7) \$3,000 Comprehensive and \$3,000 Collision deductible applies to Extra Heavy Truck Tractors.

Authorized Representative Signature

Ellis Ollinger

From: McCrary Otts <MOtts@higginbotham.net>
Sent: Thursday, December 22, 2022 11:04 AM
To: Ellis Ollinger
Subject: RE: [EXTERNAL] Vehicle list
Attachments: Pages from 22-23 Auto Policy.PDF; List of Vehicles.xlsx

CAUTION: This email originated from outside of the organization or its affiliates. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ellis,

Attached are 3 pages from the current Flowerwood auto policy – the declaration page, the limits page and the page showing the policy is composite rated. A composite rated auto policy simply takes the number of vehicles in a certain classification and rates the policy based on that. It is typical to have a composite rated policy when dealing with large fleets. I mention this only because a composite rated policy doesn't have a list of vehicles. It does however show the number of each vehicle type and that is shown on page 3 of the first attachment.

The second attachment is the spreadsheet of all the vehicles that are covered under the policy when the policy was bound. If for some reason all 5 vans are not on the spreadsheet let me know and I have any missing ones added. A composite rated policy automatically covers a new vehicle when it purchased.

McCrary Otts, CIC, CRM | Managing Director

p 251-473-4600 | c 251-463-2240 | f 251-450-0032 | e motts@higginbotham.com



P.O. Box 160927 · Mobile, AL 36616
3212 Midtown Park South 36606 | lyonfrycadden.com | higginbotham.com

This communication is for the sole use of the intended recipient(s) and does not constitute legal advice. It may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Ellis Ollinger <ollinger@flowerwood.com>
Sent: Thursday, December 22, 2022 10:06 AM
To: McCrary Otts <MOtts@higginbotham.net>
Subject: [EXTERNAL] Vehicle list

McCrary, do you have an electronic list of the vehicles you have insured for us? If so, can you share it with me. Our application writer is asking for declaration page for the 5 vans I put on our application. I can send you specific Vehicles if you need it.

Ellis O.

Ellis Ollinger
CEO
Flowerwood Nursery, Inc.
15315 Kelly Rd.

Loxley, AL 36551
251-964-5122
Ollinger@flowerwood.com

Grounds/Authority for Redactions: 1) DOBs and SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft; and 2) Medical records protected from disclosure by the HIPAA Privacy Rule.

Exhibit 26 – Commercial Driver’s License

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 26 – Commercial Driver’s License

To the extent that the Applicant intends to operate a vehicle that requires a Commercial Driver’s License, documentation demonstrating that the proposed drivers are properly trained and licensed. The Applicant must verify that all vehicles and drivers have the requisite training and shall maintain compliance with all federal, state and local laws applicable to them at all times while employed as a driver.

If awarded an Integrated Facility license, we do **not** intend to operate any vehicle that requires a Commercial Driver’s License (“CDL”). The Alabama Department of Public Safety requires a CDL to operate the following:

1. Any single vehicle with a gross vehicle weight rating (“GVWR”) of 26,001 pounds or more;
2. A combination vehicle with a gross combination weight rating of 26,001 or more pounds, if the trailer(s) has a GVWR of 10,001 or more pounds;
3. A vehicle designed to transport 16 or more passengers (including the driver); and
4. Any size vehicle which requires hazardous material placards or is carrying material listed as a select agent or toxin in 42 CFR Part 73.

Based on the experience of certain of our principals operating medical cannabis cultivation, processing, and dispensary operations in Missouri, our Company will be using a fleet of Ford Transit Connect XLT Cargo vans for the secure transportation of cannabis and medical cannabis. These vans will be customized with security features that meet and/or exceed the requirements of all applicable laws and regulations, including, but not limited to, Rule 538-x-7-0.1-0.10. Ford Transit cargo vans customized with security enhancements are the go-to choice in the medical cannabis industry for the transportation of cannabis and medical cannabis products. This is because they are well-known for their reliability, durability, low maintenance costs, easy customization, and respectable gas mileage.

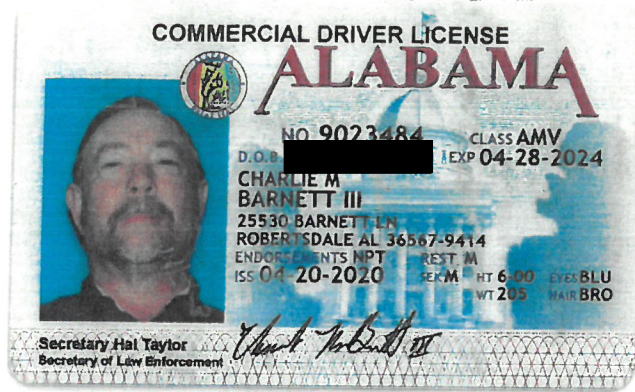
More important, these vehicles have an approximate GVWR of 6,500 pounds (including all security and storage enhancements), far below the weight threshold triggering the requirement for a CDL. Since these vehicles will also never carry more than two secure transport drivers (and no other passengers), do not require hazardous material placards, and will not carry any material listed as a select agent or toxin in 42 CFR Part 73,

per the Alabama Department of Public Safety, the operation of our secure transport vehicles **do not require a CDL.**

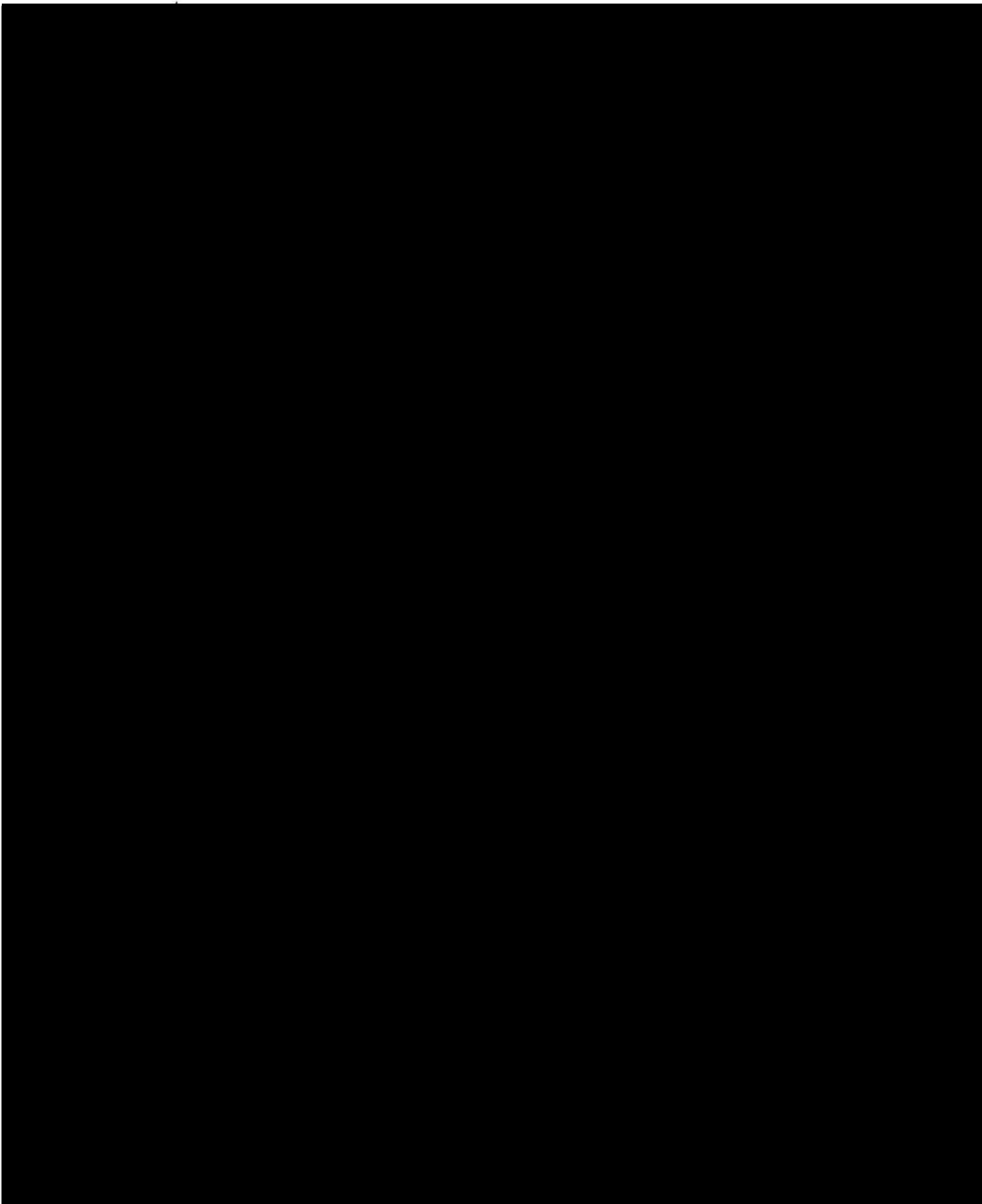
That said, please note that all five of the secure transport drivers included in this Integrated Facility license application as prospective employees not only have 100% clean driving records without any citations, fines, and/or violations for at least the past five years, but they all also hold valid Class A Commercial Driver’s Licenses. Indeed, each of our prospective drivers has significant commercial driving experience and have held a CDL ranging from 17 to 21 years. These individuals, their CDL numbers, and the original issue date of their CDLs are listed in the table below. Copies of their CDL licenses and proof of their clean driving records are attached hereto. Again, we will not be operating any secure transport vehicles that require a CDL. We provide the below information and the attached documents only to demonstrate the experience, training, and safety records of our proposed secure transport drivers.

Flowerwood Medical Cannabis, LLC – Prospective Secure Transport Drivers

Name	CDL #	CDL Original Issue	Citations/Violations/Fines
Charlie M Barnett	9023484	08/30/1991	None
Stacey Eric Brown	5080890	01/13/2005	None
Thomas Earl Kidd	5156199	04/09/1997	None
Darryl Pedraza	5803843	03/14/1995	None
Donald G. Wallace	6091457	12/08/2000	None



Barnett III Charles



5-10-22

87

REDACTED COPY License Type: Integrated Facility
APPLICATION FOR EMPLOYMENT

WE ARE AN EQUAL OPPORTUNITY EMPLOYMENT COMPANY. WE DISCRIMINATION IN EMPLOYMENT ON ANY BASIS INCLUDING RELIGION OR NATIONAL ORIGIN; OR PHYSICAL HANDICAP

Y OF NON-AGE, SEX

(PLEASE PRINT) Date of Hire: 09/07/1986

PERSONAL INFORMATION

(MONTIE) DATE 9-4-86

NAME BARNETT CHARLIE M. III
LAST FIRST MIDDLE

PRESENT ADDRESS Rt 3 Box 453 ROBERTSDALE, ALA 36587
STREET CITY STATE ZIP

PERMANENT ADDRESS Rt 3 Box 453 ROBERTSDALE, ALA 36587
STREET CITY STATE ZIP

PHONE NO. (PARENTS) 937-3507 SOCIAL SECURITY NUMBER [REDACTED]

Date of Birth: [REDACTED] REFERRED BY

EMPLOYMENT DESIRED

POSITION TRUCK DRIVER DATE YOU CAN START SALARY DESIRED \$5.00 + OVERT.

ARE YOU EMPLOYED NOW? NO IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER

EVER APPLIED TO THIS COMPANY BEFORE? YES NO DATE 1982

EDUCATION	NAME AND LOCATION OF SCHOOL	YEARS ATTENDED	GRADUATED	SUBJECT STUDIED
GRAMMAR SCHOOL	<u>Bell FOUNTAIN</u>	<u>6</u>		
HIGH SCHOOL	<u>Baldwin Co. High School</u>			
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

SUBJECT OF SPECIAL STUDY OR RESEARCH WORK

U.S. MILITARY OR NAVAL SERVICE RANK PRESENT MEMBERSHIP IN NATIONAL GUARD OR RESERVES

ACTIVITIES OTHER THAN RELIGIOUS (CIVIC, ATHLETIC, FRATERNAL, ETC.)

EXCLUDE ORGANIZATIONS, THE NAME OR CHARACTER OF WHICH INDICATES THE RACE, CREED, COLOR OR NATIONAL ORIGIN OF ITS MEMBERS.

(CONTINUED ON OTHER SIDE)

REQUEST FOR CHECK OF DRIVING RECORD

I hereby authorize you to release the following information to Flowerwood
(Prospective Employer)

for purposes of investigation as required by Section 391.23 of the Federal Motor Carrier Safety Regulations. You are released from any and all liability which may result from furnishing such information.

(Applicant's Signature) 9-4-86
(Date)

In accordance with the provisions of Sections 604 and 607 of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter 1, of Public Law 104-208), I hereby certify the following:

1. The consumer (applicant) has authorized in writing the procurement of this report;
2. The consumer (applicant) has been informed in a separate written disclosure that a consumer report may be obtained for employment purposes;
3. The information requested below will be used for a "permissible purpose" (i.e., information for employment purposes) and will be used for no other purpose;
4. The information being obtained will not be used in violation of any federal or state equal opportunity law or regulation; and
5. Before taking an adverse action based in whole or in part on the report the consumer (applicant) will receive a copy of the requested report and the summary of consumer rights as provided with the report by the consumer reporting agency.

I also hereby certify that this report request and the above applicant's release notice meet the definition of "permissible uses" of state motor vehicle records under the provisions of the Driver's Privacy Protection Act of 1994 (Public Law 103-322, Title XXX, Section 300002(a)).

A. Davis
(Signature of Requester) 9-4-86
(Date)

TO: _____


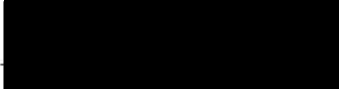
DEAR SIR/MADAM:

The following named person has made application with our company for the position of _____
_____. As in accordance with Section 391.23, Federal Department of Transportation Regulations, please furnish the undersigned with the applicant's driving record for the past three years.

NAME OF APPLICANT Charlie Barnette

ADDRESS 25530 Barnette Lake Robertsdale Al 36569
(Number & Street) (City) (State) (Zip Code)

FORMER ADDRESS _____
(State) (Zip Code)

DATE OF BIRTH  SSN  LICENSE NO. 9023484

REQUESTED BY

Flowerwood
(Name of Company) A. Davis
(Typed Name)

(Address) Agent
(Title)

Loxley Al A. Davis
(City) (State) (Signature)

Motor Vehicle Driver's

CERTIFICATION OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

The requirements in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1987. They are as follows:

- 1) You, as a commercial vehicle driver, may not possess more than one license. The only exception is if a state requires you to have more than one license. This exception is allowed until January 1, 1990.

If you currently have more than one license, you should keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you must notify the state. If a multiple license has been lost, stolen, or destroyed, you should close your record by notifying the state of issuance that you no longer want to be licensed by that state.

- 2) Part 392.42 and Part 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation or suspension of your driver's license. In addition, Part 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it to your employing motor carrier and the state that issued your license within 30 days.

DRIVER CERTIFICATION: I certify that I have read and understand the above requirements.

The following license is the only one I will possess:

Driver's License No. 9023484 State Al. Exp. Date 12-11-92

Driver's Signature: Charles M. Bon...

Notes: _____

REDACTED COPY License Type: Integrated Facility
Drug and Alcohol Testing Policy
Flowerwood Management Inc (d/b/a Flowerwood Trucking)
15315 Kelly Road
Loxley, AL 36551

This is the company's official statement of drug and alcohol policy for its driving employees. Knowing how the use of these substances can affect the ability to operate a motor vehicle safely, we are implementing this policy to ensure that we are in compliance with the drug and alcohol testing requirements enacted by the DOT and listed in 49 CFR Parts 382 and 40. We are committed to provide a safe environment for each of our drivers and the motoring public.

To outline the DOT mandated situations under which you are required to be tested, we have listed the type of drug and alcohol tests that will be required of our drivers: These tests will be administered when the driver is performing a safety sensitive function, generally defined as all time required to be logged as "on duty or driving" time on a driver daily log. The tests will either be administered while such duties are being performed, just before they are to be performed, or just after these duties have been completed. "Just before" or "just after" is defined as no longer than one hour. The tests will be administered and processed in accordance with the requirements of 49 CFR Part 40.

PRE-EMPLOYMENT (Drug only) – All drivers will be expected to submit to a pre-hire/pre-use drug test, the results of which must be obtained before the driver can be utilized the first time. Drivers failing this type of drug test are not qualified to be hired by the company.

RANDOM (Drug and Alcohol) – Drivers will continually be subject to DOT random testing after hire and throughout employment with the company. Testing administered will be spread throughout the year and unannounced, selected by a scientifically valid method from a pool of all employed drivers. The company (or its designee) will administer enough tests to the driver pool to ensure compliance with the minimum DOT requirements.

POST-ACCIDENT (Drug and Alcohol) – After drivers are involved in an accident, the company reserves the right to administer a drug test to each involved employee, without regard to fault, within 32 hours of the time the crash occurred. An alcohol test will also be obtained within eight hours of an accident, preferably in the first two hours.

REASONABLE SUSPICION (Drug and Alcohol) – At any time the company management notices indications of the use of drugs or abuse of alcohol by one of its drivers, which are contemporaneous and able to be articulated, the employee will be required to submit for testing.

WHAT IS A SAFETY-SENSITIVE FUNCTION? Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibilities for performing work.

SAFETY-SENSITIVE FUNCTIONS INCLUDE: All time at an employer or shipper plant, terminal, facility, or other property, or on a public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; All time inspecting equipment as required by Sec. 392.7 and Sec. 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; All time spent at the driving controls of a commercial motor vehicle in operation; All time other than the driving time, in or upon any commercial motor vehicle except time resting in a sleeper berth; All time loading or unloading a commercial motor vehicle; supervising or assisting in the loading or unloading; attending a commercial motor vehicle being loaded or unloaded; remaining in readiness to operate the commercial motor vehicle; or in giving or receiving receipts for shipments loaded or unloaded; and All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

All drivers who are required to possess a commercial Driver's License, or CDL, under the requirement of 49 CFR Part 383, are required to be tested for the presence of drug and alcohol. Upon notification of a required test, the driver shall proceed immediately to the testing facility. Failure to do so will be considered a refusal to submit to testing, which DOT treats the same as a POSITIVE test result.

There are significant consequences for submitting a test reported back as "POSITIVE" for drugs or alcohol, or refusing to be tested when required. Consequences for this type result are termination of employment, referral to a substance use evaluation facility, and release of the testing information to subsequent employers requesting such. Though DOT does not require termination of employment violations of Part 382, most employers choose to sever ties with the violating employee. DOT does require that employees be evaluated and receive treatment (as suggested by a substance professional) for substance problems. We are also required to release this information to your subsequent employers that request it of us.

Record keeping for drug and alcohol testing issues is typically maintained for a period of five (5) years, as required by the USDOT. If we are requested by another employer, to provide drug or alcohol testing information for a current or former employee of the company, records for the two (2) years previous to application for employment with the other employer will be provided, upon presentation of driver release for such information. This is in compliance with the requirements of 49 CFR parts 382.

The use of drugs and alcohol can have a significant impact on your health as our employee and on the safety of the motoring public. As a responsible member of the public using our nation's highways, we will implement this policy as we strive to maximize the safety of our highways. If any questions regarding this policy arise, please do not hesitate to contact me for clarification.

382.601 (b)(1) Jim Poe is the designated employment representative to answer questions for Flowerwood Management Inc (d/b/a Flowerwood Trucking) as part of our continuing policy to ensure fair and equal treatment of our driver, we understand that there may be questions and concerns involving our controlled substance and alcohol testing programs. To assist our drivers in understanding the requirements placed on both the driver and the Company please call 251-964-6205.

I have reviewed this copy and understand its consequences. My signature below also represents that I have been notified that the type of tests, listed above, will periodically be required of me.

(Driver Name) (Driver Signature) (Date)

Flowerwood Management Inc (d/b/a Flowerwood Trucking), 15315 Kelly Road, Loxley, AL 36551

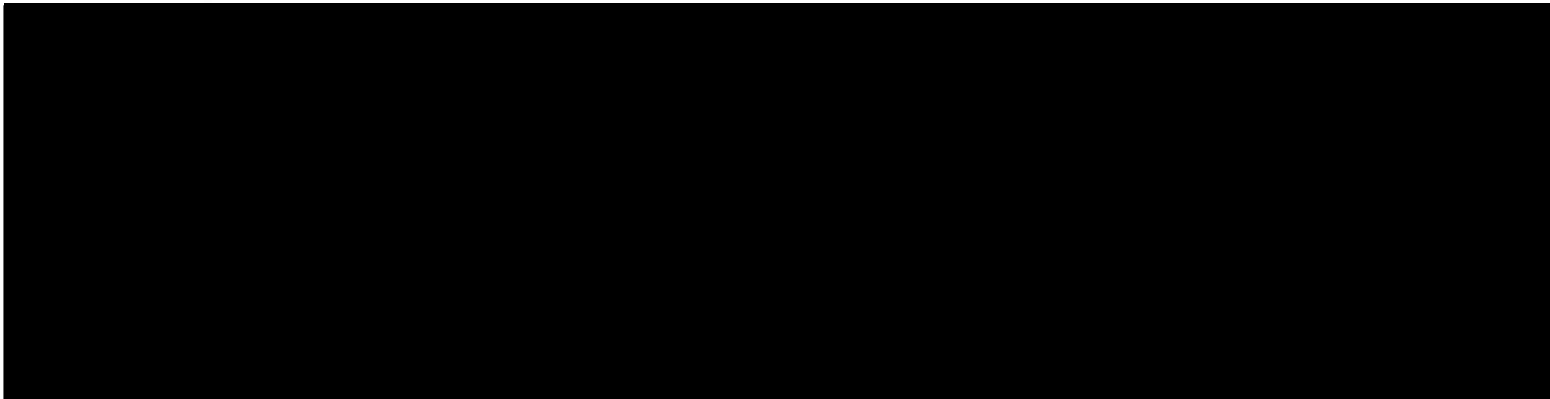
Report Date: 05/25/2022 4:09 AM
 State: AL
 License: 9023484
 Requested By: Scheduled Request
 Driver Ref #: FWMI-BarnettCh
 Division Name: FWMI

BARNETT, III, CHARLIE M
 25530 BARNETT LN
 ROBERTSDALE, AL 365679414

County: N/A Date of Birth: [REDACTED] Sex: M Points: 0.00
 Height: N/A Weight: N/A Eyes: N/A CDL Status: Valid

Class	Type	Issue	Expiration	Status
CLASS A COMM VEH ANY WEIGHT MAY TOW ANOTHER VEH > 10K LBS. & MOTORCYCLE & VESSEL	COMMERCIAL	04/20/2020	04/28/2024	Valid
	Original Issue Date:	03/10/1987		
	Restrictions:	No Class A Passenger Vehicle		
	Endorsements:	Double/Triple Trailers;Passenger;Tank Vehicle		

Medical certificate



Miscellaneous Driver Info

CDL Original Issue Date: 08/30/1991

Viol/Sus Date	Conv/Reins Date	Viol Type	PT	Description	Code	CML
---------------	-----------------	-----------	----	-------------	------	-----

(No Incident History To Report)

**** END OF DRIVING RECORD ****

**Additional Alert Activity

Date	Details
05/25/2022	Medical Certificate Expiration Date Has Changed



DRUG & ALCOHOL CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Manage](#)

Query Detail

Query Overview

Employer Conducting Query: FLOWERWOOD MANAGEMENT INC (USDOT# 855703)

Query Result: Driver Not Prohibited

Query Status: Completed (10/13/2022 17:12:33)

Conducted By: TSS Consortium & Testing d/b/a Transportation Safety Services

Query Type: Limited | **Query Submitted:** Bulk Upload

Driver Information

Name: CHARLIE BARNETT
Date of Birth: [REDACTED]
CDL/CLP ⓘ: US-AL-9023484

Consent Information

General consent provided outside of the Clearinghouse

Query History

Created: 10/13/2022 17:12:05
Limited Completed: 10/13/2022 17:12:33
Query Result: Driver Not Prohibited

LEARN MORE

[The Return-to-Duty Process](#)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Motor Carrier Safety Administration
1200 NEW JERSEY AVENUE, SE
WASHINGTON, DC 20590
202-366-4000

[Subscribe To Email Update](#)



About

[About FMCSA](#)
[Registration](#)
[Regulations](#)
[Safety](#)
[Analysis](#)
[Careers](#)
[FMCSA Portal](#)

News and Events

[FMCSA Newsroom](#)
[Press Releases](#)
[Speeches](#)
[Testimony](#)
[Events](#)

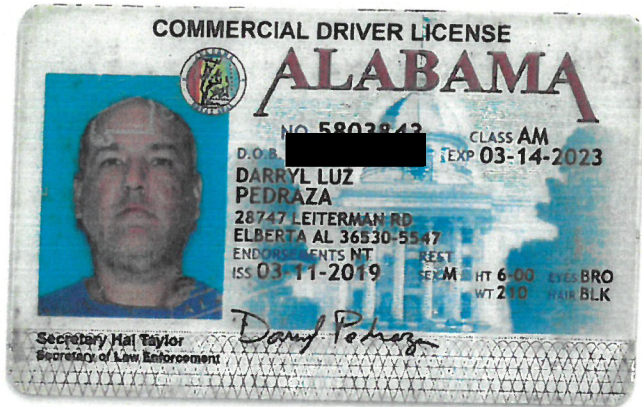
Resources

[Resources for Carriers](#)
[Resources for Consumers](#)
[Resources for Drivers](#)
[Forms](#)
[Contact Us](#)

Policies, Rights, Legal

[About DOT](#)
[Budget and Performance](#)
[Civil Rights](#)
[FOIA](#)
[Information Quality](#)
[No FEAR Act](#)
[Office of Inspector General](#)
[Privacy Policy](#)
[USA.gov](#)
[Web Policies and Notices](#)
[Web Standards](#)

Information Collection #: OMB Control No. 2126-0057



Hodmorga, Doreen

10-18-22

Flowerwood Nursery, Inc.
APPLICATION FOR EMPLOYMENT

Flowerwood Nursery, Inc. is an equal opportunity employer. Employment decisions are made without regard to the applicant's race, sex, religion, national origin, age or disability. Flowerwood Nursery, Inc. is prepared to offer reasonable accommodation to assist disabled applicants in completing the application process and in performing work for which they may be applying. If you believe you require such an accommodation, please advise the personnel manager.

Date of Application 5/15/95

Position(s) Applied For Truck Driver

Name Pedraza Darryl Luz
LAST FIRST MIDDLE

Address 28651 Leiterman Rd. Elberta Al. 36530
NUMBER STREET CITY STATE ZIP CODE

Telephone (205) 986-7378 Social Security Number [REDACTED]

Do you qualify to work under state minimum age requirements? Yes No

Have you filed an application here before? Yes No If Yes, give date 10/93

Have you ever been employed here before? Yes No If Yes, give date 10/93 to 3/94

Are you employed now? Yes No May we contact your present employer? Yes No

Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? Yes No
(Proof of citizenship or immigration status may be required upon employment.)

On what date would you be available for work? 5/17/95 1271 5-23-95

Are you on lay-off and subject to recall? Yes No

Can you travel if a job requires it? Yes No

Have you been convicted of a felony within the last 7 years? Yes No
(Conviction will not necessarily disqualify applicant from employment.)

If Yes, Please explain N/A

Education

	Elementary	High School	College/University	Graduate/Professional
School Name	St. Benedict School	Pensacola Catholic High	Bishop State Community College	
Years Completed (circle):	4 5 6 7 (8)	9 10 11 (12)	(10 weeks) 1 2 3 4	1 2 3 4
Describe Specialized Training Apprenticeship, Skills, and Extra-Curricular Activities	Driver Training (10 weeks) Bishop State Community College From January to March			

REQUEST FOR CHECK OF DRIVING RECORD

I hereby authorize you to release the following information to _____
(Prospective Employer)

for purposes of investigation as required by Section 391.23 of the Federal Motor Carrier Safety Regulations. You are released from any and all liability which may result from furnishing such information.

Darryl D. Pedraza (Applicant's Signature) 6/12/00 (Date)

In accordance with the provisions of Sections 604 and 607 of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter 1, of Public Law 104-208), I hereby certify the following:

1. The consumer (applicant) has authorized in writing the procurement of this report;
2. The consumer (applicant) has been informed in a separate written disclosure that a consumer report may be obtained for employment purposes;
3. The information requested below will be used for a "permissible purpose" (i.e., information for employment purposes) and will be used for no other purpose;
4. The information being obtained will not be used in violation of any federal or state equal opportunity law or regulation; and
5. Before taking an adverse action based in whole or in part on the report the consumer (applicant) will receive a copy of the requested report and the summary of consumer rights as provided with the report by the consumer reporting agency.

I also hereby certify that this report request and the above applicant's release notice meet the definition of "permissible uses" for state motor vehicle records under the provisions of the Driver's Privacy Protection Act of 1994 (Public Law 103-322, Title XX, Section 300002(a)).

Mickey Hollie (Signature of Requester) 6/12/00 (Date)

CO: _____

DEAR SIR/MADAM:

The following named person has made application with our company for the position of _____
_____. As in accordance with Section 391.23, Federal Department of Transportation Regulations, please furnish the undersigned with the applicant's driving record for the past three years.

NAME OF APPLICANT _____

ADDRESS _____
(Number & Street) (City) (State) (Zip Code)

FORMER ADDRESS _____
(Number & Street) (City) (State) (Zip Code)

DATE OF BIRTH _____ SSN X [REDACTED] LICENSE NO. X 5803843 AL.

REQUESTED BY
Flowerwood (Name of Company) Mickey Hollie (Typed Name)
P.O. Box 7 (Address) AGENT (Title)
Lexing, Ala 36551 (State) Mickey Hollie (Signature)

Motor Vehicle Driver's

CERTIFICATION OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

The requirements in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1987. They are as follows:

- 1) POSSESS ONLY ONE LICENSE: You, as a commercial vehicle driver, may not possess more than one motor vehicle operator's license.

If you have more than one license, keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you must notify the state. If a multiple license has been lost, stolen, or destroyed, close your record by notifying the state of issuance that you no longer want to be licensed by that state.

- 2) NOTIFICATION OF LICENSE SUSPENSION, REVOCATION OR CANCELLATION: Sections 392.42 and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it within 30 days to: 1) your employing motor carrier, and 2) the state that issued your license (if the violation occurs in a state other than the one which issued your license). The notification to both the employer and state must be in writing.

The following license is the only one I will possess:

Driver's License No. AL 5803843 State AL Exp. Date 3/14/03

DRIVER CERTIFICATION: I certify that I have read and understood the above requirements.

Driver's Name (Printed): Darryl L. Pedraza

Driver's Signature: Darryl L. Pedraza Date 6/12/00

Notes:

(This form is not required for OOT compliance)

FLOWERWOOD TRUCKING
15315 KELLY RD
LOXLEY AL36551

By signing my name below I am stating that I have read and understand the Drug and Alcohol Policy of the above name Company.

Drivers Name Darryl L. Pedraza

Drivers Signature Darryl L. Pedraza

Date 6/12/00

Witness [Signature]

Date 6/12/00

Witness [Signature]

Date 6/15/00

Motor Carrier Consultants, Inc.
P.O. Box 2264
Mobile, AL 36652-2264
(334) 433-4111 Fax (334) 433-4323

Drug and Alcohol Testing Policy
Flowerwood Management Inc (d/b/a Flowerwood Trucking)
15315 Kelly Road
Loxley, AL 36551

This is the company's official statement of drug and alcohol policy for its driving employees. Knowing how the use of these substances can affect the ability to operate a motor vehicle safely, we are implementing this policy to ensure that we are in compliance with the drug and alcohol testing requirements enacted by the DOT and listed in 49 CFR Parts 382 and 40. We are committed to provide a safe environment for each of our drivers and the motoring public.

To outline the DOT mandated situations under which you are required to be tested, we have listed the type of drug and alcohol tests that will be required of our drivers. These tests will be administered when the driver is performing a safety sensitive function, generally defined as all time required to be logged as "on duty or driving" time on a driver daily log. The tests will either be administered while such duties are being performed, just before they are to be performed, or just after these duties have been completed. "Just before" or "just after" is defined as no longer than one hour. The tests will be administered and processed in accordance with the requirements of 49 CFR Part 40.

PRE-EMPLOYMENT (Drug only) – All drivers will be expected to submit to a pre-hire/pre-use drug test, the results of which must be obtained before the driver can be utilized the first time. Drivers failing this type of drug test are not qualified to be hired by the company.

RANDOM (Drug and Alcohol) – Drivers will continually be subject to DOT random testing after hire and throughout employment with the company. Testing administered will be spread throughout the year and unannounced, selected by a scientifically valid method from a pool of all employed drivers. The company (or its designee) will administer enough tests to the driver pool to ensure compliance with the minimum DOT requirements.

POST-ACCIDENT (Drug and Alcohol) – After drivers are involved in an accident, the company reserves the right to administer a drug test to each involved employee, without regard to fault, within 32 hours of the time the crash occurred. An alcohol test will also be obtained within eight hours of an accident, preferably in the first two hours.

REASONABLE SUSPICION (Drug and Alcohol) – At any time the company management notices indications of the use of drugs or abuse of alcohol by one of its drivers, which are contemporaneous and able to be articulated, the employee will be required to submit for testing.

WHAT IS A SAFETY-SENSITIVE FUNCTION? Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he or she is relieved from work and all responsibilities for performing work.

SAFETY-SENSITIVE FUNCTIONS INCLUDE: All time at an employer or shipper plant, terminal, facility, or other property, or on a public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer; All time inspecting equipment as required by Sec. 392.7 and Sec. 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; All time spent at the driving controls of a commercial motor vehicle in operation; All time other than the driving time, in or upon any commercial motor vehicle except time resting in a sleeper berth; All time loading or unloading a commercial motor vehicle; supervising or assisting in the loading or unloading; attending a commercial motor vehicle being loaded or unloaded; remaining in readiness to operate the commercial motor vehicle; or in giving or receiving receipts for shipments loaded or unloaded; and All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

All drivers who are required to possess a commercial Driver's License, or CDL, under the requirement of 49 CFR Part 383, are required to be tested for the presence of drug and alcohol. Upon notification of a required test, the driver shall proceed immediately to the testing facility. Failure to do so will be considered a refusal to submit to testing, which DOT treats the same as a POSITIVE test result.

There are significant consequences for submitting a test reported back as "POSITIVE" for drugs or alcohol, or refusing to be tested when required. Consequences for this type result are termination of employment, referral to a substance use evaluation facility, and release of the testing information to subsequent employers requesting such. Though DOT does not require termination of employment violations of Part 382, most employers choose to sever ties with the violating employee. DOT does require that employees be evaluated and receive treatment (as suggested by a substance professional) for substance problems. We are also required to release this information to your subsequent employers that request it of us.

Record keeping for drug and alcohol testing issues is typically maintained for a period of five (5) years, as required by the USDOT. If we are requested by another employer, to provide drug or alcohol testing information for a current or former employee of the company, records for the two (2) years previous to application for employment with the other employer will be provided, upon presentation of driver release for such information. This is in compliance with the requirements of 49 CFR parts 382.

The use of drugs and alcohol can have a significant impact on your health as our employee and on the safety of the motoring public. As a responsible member of the public using our nation's highways, we will implement this policy as we strive to maximize the safety of our highways. If any questions regarding this policy arise, please do not hesitate to contact me for clarification.

382.601 (b)(1) Jim Poe is the designated employment representative to answer questions for Flowerwood Management Inc (d/b/a Flowerwood Trucking) as part of our continuing policy to ensure fair and equal treatment of our driver, we understand that there may be questions and concerns involving our controlled substance and alcohol testing programs. To assist our drivers in understanding the requirements placed on both the driver and the Company please call 251-964-6205.

I have reviewed this copy and understand its consequences. My signature below also represents that I have been notified that the type of tests, listed above, will periodically be required of me.

Darryl Pedraza Darryl Pedraza 6/4/18
(Driver Name) (Driver Signature) (Date)

Flowerwood Management Inc (d/b/a Flowerwood Trucking), 15315 Kelly Road, Loxley, AL 36551

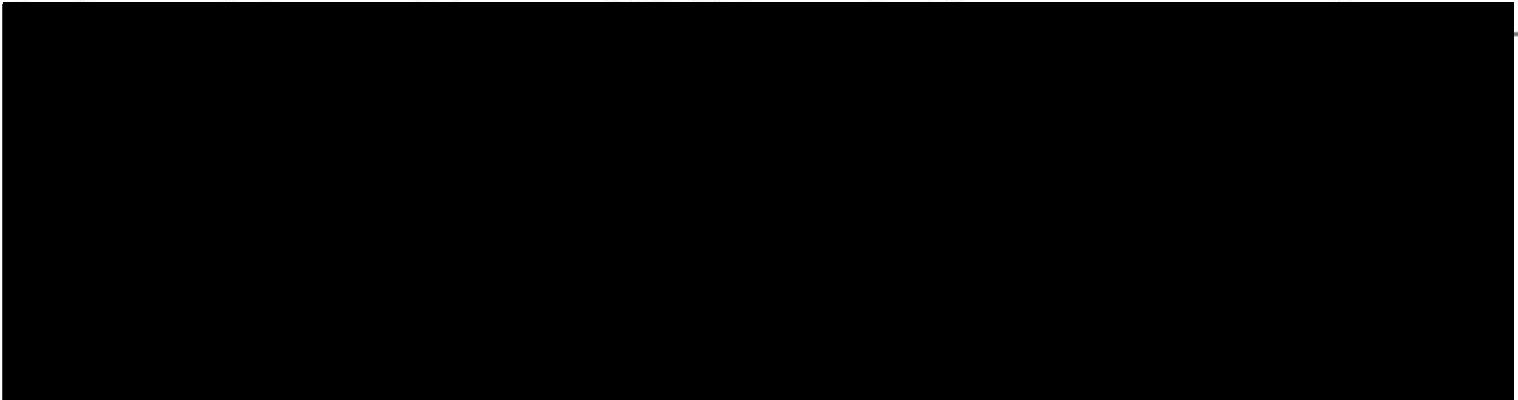
Report Date: 11/02/2022 4:20 AM
State: AL
License: 5803843
Requested By: Scheduled Request
Driver Ref #: FWMI-PedrazaDa
Division Name: FWMI

PEDRAZA, DARRYL LUZ
 28747 LEITERMAN RD
 ELBERTA, AL 365305547

County: N/A **Date of Birth:** [REDACTED] **Sex:** M **Points:** 0.00
Height: N/A **Weight:** N/A **Eyes:** N/A **CDL Status:** Valid

Class	Type	Issue	Expiration	Status
CLASS A COMM VEH ANY WEIGHT MAY TOW ANOTHER VEH > 10K LBS. & MOTORCYCLE	COMMERCIAL	03/11/2019	03/14/2023	Valid
	Original Issue Date:	06/26/1989		
	Endorsements:	Double/Triple Trailers;Tank Vehicle		

Medical certificate



Miscellaneous Driver Info

CDL Original Issue Date: 03/14/1995

Viol/Sus Date	Conv/Reins Date	Viol Type	PT	Description	Code	CML
---------------	-----------------	-----------	----	-------------	------	-----

(No Incident History To Report)

**** END OF DRIVING RECORD ****

**Additional Alert Activity

Date	Details
11/02/2022	Medical Certificate Expiration Date Has Changed



DRUG & ALCOHOL CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Manage](#)

Query Detail

Query Overview

Employer Conducting Query: FLOWERWOOD MANAGEMENT INC (USDOT# 855703)

Query Result: Driver Not Prohibited

Query Status: Completed (10/13/2022 17:12:57)

Conducted By: TSS Consortium & Testing d/b/a Transportation Safety Services

Query Type: Limited | **Query Submitted:** Bulk Upload

Driver Information

Name: DARRYL PEDRAZA
Date of Birth: [REDACTED]
CDL/CLP : US-AL-5803843

Consent Information

General consent provided outside of the Clearinghouse

Query History

Created: 10/13/2022 17:12:06
Limited Completed: 10/13/2022 17:12:57
Query Result: Driver Not Prohibited

LEARN MORE

[The Return-to-Duty Process](#)

U.S. DEPARTMENT OF TRANSPORTATION

Federal Motor Carrier Safety Administration

1200 NEW JERSEY AVENUE, SE

WASHINGTON, DC 20590

202-366-4000

[Subscribe To Email Update](#)



About

[About FMCSA](#)
[Registration](#)
[Regulations](#)
[Safety](#)
[Analysis](#)
[Careers](#)
[FMCSA Portal](#)

News and Events

[FMCSA Newsroom](#)
[Press Releases](#)
[Speeches](#)
[Testimony](#)
[Events](#)

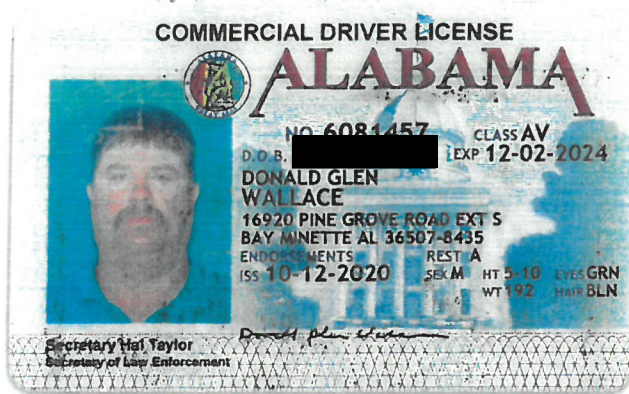
Resources

[Resources for Carriers](#)
[Resources for Consumers](#)
[Resources for Drivers](#)
[Forms](#)
[Contact Us](#)

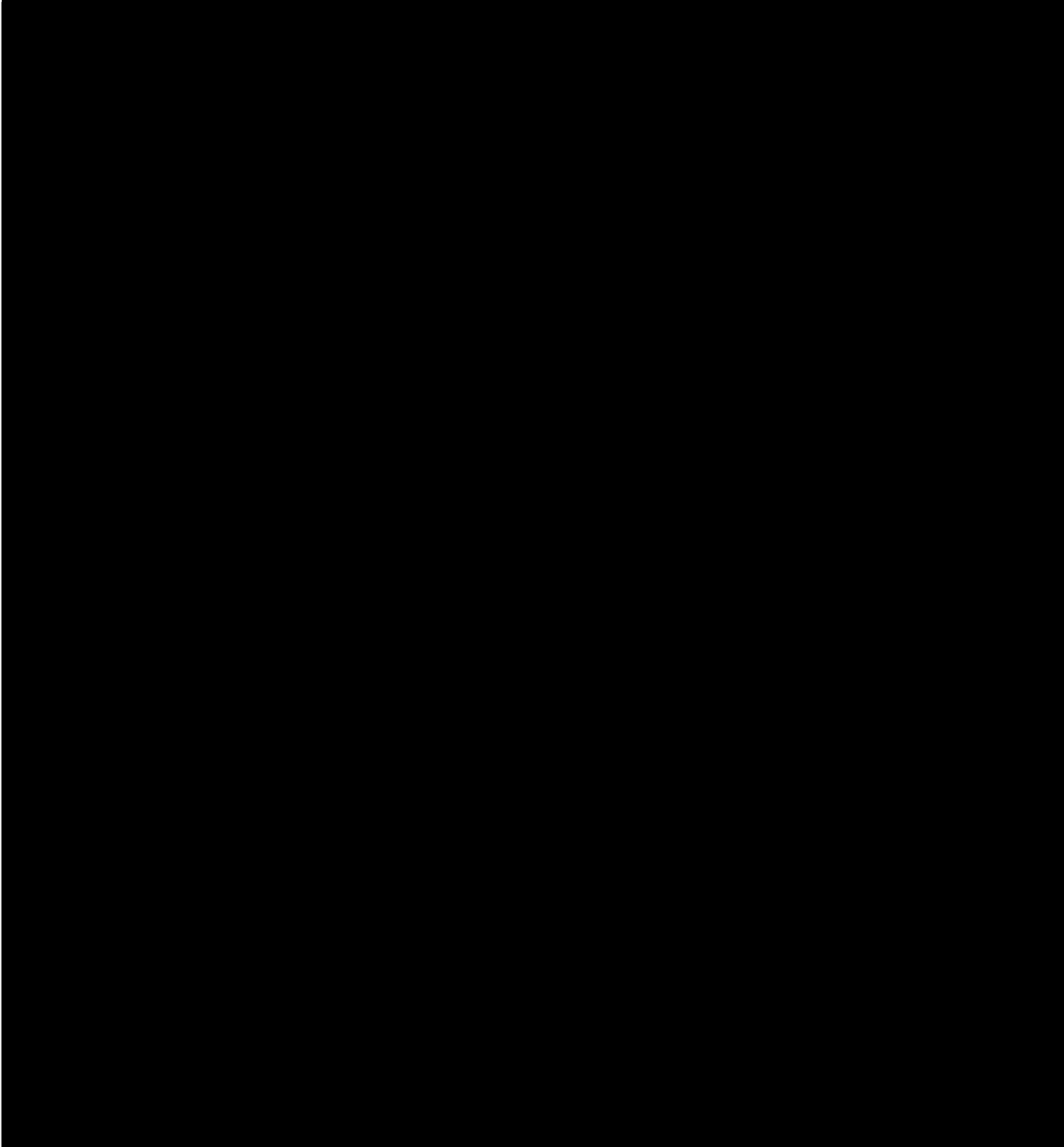
Policies, Rights, Legal

[About DOT](#)
[Budget and Performance](#)
[Civil Rights](#)
[FOIA](#)
[Information Quality](#)
[No FEAR Act](#)
[Office of Inspector General](#)
[Privacy Policy](#)
[USA.gov](#)
[Web Policies and Notices](#)
[Web Standards](#)

Information Collection #: OMB Control No. 2126-0057



Wallace, Donald



DRIVER APPLICATION FOR EMPLOYMENT

Applicants are considered without regard to race, creed, color, sex, religion, age, national origin, or disability.

NAME OF CARRIER Flowerwood Management DATE 6-12-00

ADDRESS _____ STREET _____ CITY _____ STATE _____ ZIP _____

PERSONAL DESCRIPTION

FULL NAME Donald Wallace Donald C SOCIAL SECURITY NO. [REDACTED]
LAST FIRST MIDDLE INITIAL

DATE OF BIRTH [REDACTED] ADDRESS 40775 Hwy 59 South Bay Minette AL 36507
STREET CITY STATE ZIP

PHONE NO. (334) 937 8252 IN CASE OF EMERGENCY NOTIFY Donald Wallace AT (334) 964-6308
AREA

ADDRESS STREET 40775 Hwy 59 South CITY Bay Minette STATE AL ZIP 36507
STREET CITY STATE ZIP

LAST THREE YEARS STREET 40775 Hwy 59 South CITY Bay Minette STATE AL ZIP 36507
STREET CITY STATE ZIP

EXPERIENCE AND QUALIFICATIONS

VALID DRIVER'S LICENSE NUMBER 6081457 FROM THE STATE OF AL EXPIRES ON 10-9-1999

LICENSE TYPE (I.E. CDL CLASS A, CLASS 1, ETC.) Class A LIST CDL ENDORSEMENTS _____

HAVE YOU EVER BEEN DENIED A PERMIT, LICENSE, OR PRIVILEGE TO OPERATE A COMMERCIAL MOTOR VEHICLE? No

HAS YOUR LICENSE PERMIT OR PRIVILEGE BEEN SUSPENDED OR REVOKED? No

IF YES, EXPLAIN _____

DRIVING EXPERIENCE

POWER EQUIPMENT	TYPE OF EQUIPMENT		NUMBER OF YEARS	STATES YOU HAVE DRIVEN IN
STRAIGHT TRUCK				
TRACTOR TRAILER	POWER UNIT:	TRAILER:		
BUS	SCHOOL:	COACH:		
OTHER (SPECIFY)				

ACCIDENT RECORD LAST THREE YEARS

DATE	NATURE OF ACCIDENT (OVERTURN, JACK KNIFE, REAR END, ETC.)	NO. OF FATALITIES	NO. OF INJURIES	COMMERCIAL VEHICLE	PERSONAL AUTOMOBILE

TRAFFIC CONVICTIONS AND FORFEITURES LAST THREE YEARS (OTHER THAN PARKING)

STATE	DATE	CHARGE	PENALTY	COMMERCIAL VEHICLE OR AUTOMOBILE

EDUCATION

PLEASE CIRCLE LAST GRADE COMPLETED: 1 2 3 4 5 6 7 8 9 10 11 12 COLLEGE: 1 2 3 4

OTHER TRAINING Auto Mach

DO YOU HAVE FULL KNOWLEDGE OF THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS? 7/24/96

ARE YOU NOW EMPLOYED? Flowerwood Liners Yes WHEN WILL YOU BE AVAILABLE? _____

ARE YOU PREVENTED FROM LAWFUL EMPLOYMENT IN THIS COUNTRY BECAUSE OF IMMIGRATION STATUS? No

(CONTINUED ON NEXT PAGE)

REQUEST FOR CHECK OF DRIVING RECORD

I hereby authorize you to release the following information to _____
(Prospective Employer)
for purposes of investigation as required by Section 391.23 of the Federal Motor Carrier Safety Regulations. You are released from any and all liability which may result from furnishing such information.

Donald Wallace (Applicant's Signature) X 6-12-00 (Date)

In accordance with the provisions of Sections 604 and 607 of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter 1, of Public Law 104-208), I hereby certify the following:

1. The consumer (applicant) has authorized in writing the procurement of this report;
2. The consumer (applicant) has been informed in a separate written disclosure that a consumer report may be obtained for employment purposes;
3. The information requested below will be used for a "permissible purpose" (i.e., information for employment purposes) and will be used for no other purpose;
4. The information being obtained will not be used in violation of any federal or state equal opportunity law or regulation; and
5. Before taking an adverse action based in whole or in part on the report the consumer (applicant) will receive a copy of the requested report and the summary of consumer rights as provided with the report by the consumer reporting agency.

I also hereby certify that this report request and the above applicant's release notice meet the definition of "permissible uses" under state motor vehicle records under the provisions of the Driver's Privacy Protection Act of 1994 (Public Law 103-322, Title XX, Section 300002(a)).

Mickey Hollie (Signature of Requester) 6/12/00 (Date)

O: _____

DEAR SIR/MADAM:

The following named person has made application with our company for the position of _____
_____. As in accordance with Section 391.23, Federal Department of Transportation Regulations please furnish the undersigned with the applicant's driving record for the past three years.

NAME OF APPLICANT Donald Wallace

ADDRESS _____
(Number & Street) (City) (State) (Zip Code)

FORMER ADDRESS _____
(Number & Street) (City) (State) (Zip Code)

DATE OF BIRTH _____ SSN [REDACTED] LICENSE NO. X 6091457

REQUESTED BY

Flowerwood
(Name of Company)

Mickey Hollie
(Typed Name)

P.O. Box 7
(Address)

AGENT
(Title)

Lorley W. 316551
(City) (State) (Zip Code)

Mickey Hollie
(Signature)

Motor Vehicle Driver's

CERTIFICATION OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

The requirements in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1987. They are as follows:

- 1) **POSSESS ONLY ONE LICENSE:** You, as a commercial vehicle driver, may not possess more than one motor vehicle operator's license.

If you have more than one license, keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you must notify the state. If a multiple license has been lost, stolen, or destroyed, close your record by notifying the state of issuance that you no longer want to be licensed by that state.

- 2) **NOTIFICATION OF LICENSE SUSPENSION, REVOCATION OR CANCELLATION:** Sections 392.42 and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it within 30 days to: 1) your employing motor carrier, and 2) the state that issued your license (if the violation occurs in a state other than the one which issued your license). The notification to both the employer and state must be in writing.

The following license is the only one I will possess:

Driver's License No. 6091457 State AL Exp. Date 12-02-2000

DRIVER CERTIFICATION: I certify that I have read and understood the above requirements.

Driver's Name (Printed): Donald Glen Wallace

Driver's Signature: Donald Glen Wallace Date 6/12/00

Notes: _____

(This form is not required for DOT compliance)

FLOWERWOOD TRUCKING
15315 KELLY RD
LOXLEY AL.36551

By signing my name below I am stating that I have read and understand the Drug and Alcohol Policy of the above name Company.

Drivers Name Donald Glen Wallace

Drivers Signature Donald Glen Wallace

Date 6/12/00

Witness Paul [Signature]

Date 6/12/00

Witness [Signature]

Date 6/15/00

Motor Carrier Consultants, Inc.
P.O. Box 2264
Mobile, AL 36652-2264
(334) 433-4111 Fax (334) 433-4323

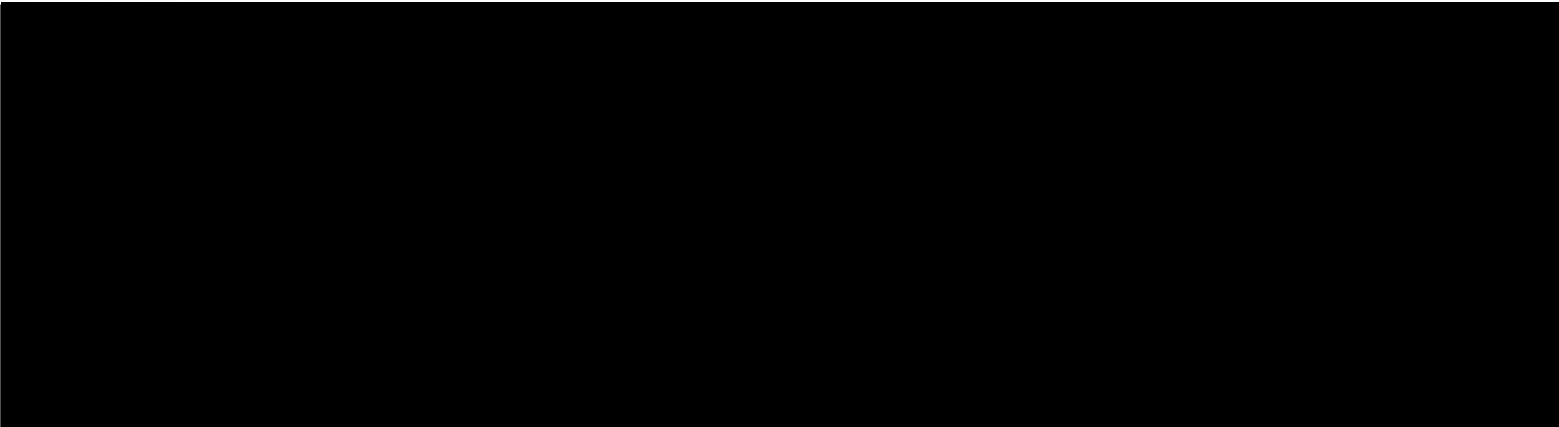
Report Date: 08/16/2022 4:11 AM
State: AL
License: 6081457
Requested By: Scheduled Request
Driver Ref #: FWMI-WallaceDo
Division Name: FWMI

WALLACE, DONALD GLEN
16920 PINE GROVE ROAD EXT S
BAY MINETTE, AL 365078435

County: N/A Date of Birth: Sex: M Points: 0.00
Height: N/A Weight: N/A Eyes: N/A CDL Status: Valid

Table with 5 columns: Class, Type, Issue, Expiration, Status. Row 1: CLASS A COMM VEH ANY WEIGHT MAY TOW ANOTHER VEH > 10K LBS. & VESSEL, COMMERCIAL, 10/12/2020, 12/02/2024, Valid. Includes sub-rows for Original Issue Date and Restrictions.

Medical certificate



Miscellaneous Driver Info

CDL Original Issue Date: 12/08/2000

Table with 6 columns: Viol/Sus Date, Conv/Reins Date, Viol Type, PT, Description, Code, CML. Content: (No Incident History To Report) and **** END OF DRIVING RECORD ****

**Additional Alert Activity

Table with 2 columns: Date, Details. Row 1: 08/16/2022, Medical Certificate Expiration Date Has Changed



DRUG & ALCOHOL CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Manage](#)

Query Detail

Query Overview

Employer Conducting Query: FLOWERWOOD MANAGEMENT INC (USDOT# 855703)

Query Result: Driver Not Prohibited

Query Status: Completed (10/13/2022 17:13:30)

Conducted By: TSS Consortium & Testing d/b/a Transportation Safety Services

Query Type: Limited | **Query Submitted:** Bulk Upload

Driver Information

Name: DONALD WALLACE
Date of Birth: [REDACTED]
CDL/CLP : US-AL-6081457

Consent Information

General consent provided outside of the Clearinghouse

Query History

Created: 10/13/2022 17:12:07
Limited Completed: 10/13/2022 17:13:30
Query Result: Driver Not Prohibited

LEARN MORE

[The Return-to-Duty Process](#)

U.S. DEPARTMENT OF TRANSPORTATION
Federal Motor Carrier Safety Administration
1200 NEW JERSEY AVENUE, SE
WASHINGTON, DC 20590
202-366-4000

[Subscribe To Email Update](#)



About

About FMCSA
Registration
Regulations
Safety
Analysis
Careers
FMCSA Portal

News and Events

FMCSA Newsroom
Press Releases
Speeches
Testimony
Events

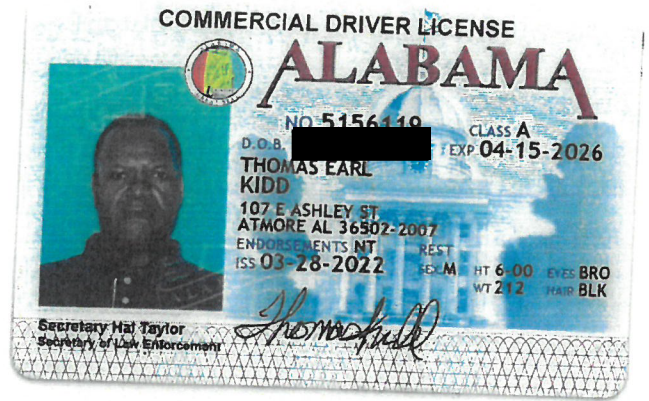
Resources

Resources for Carriers
Resources for Consumers
Resources for Drivers
Forms
Contact Us

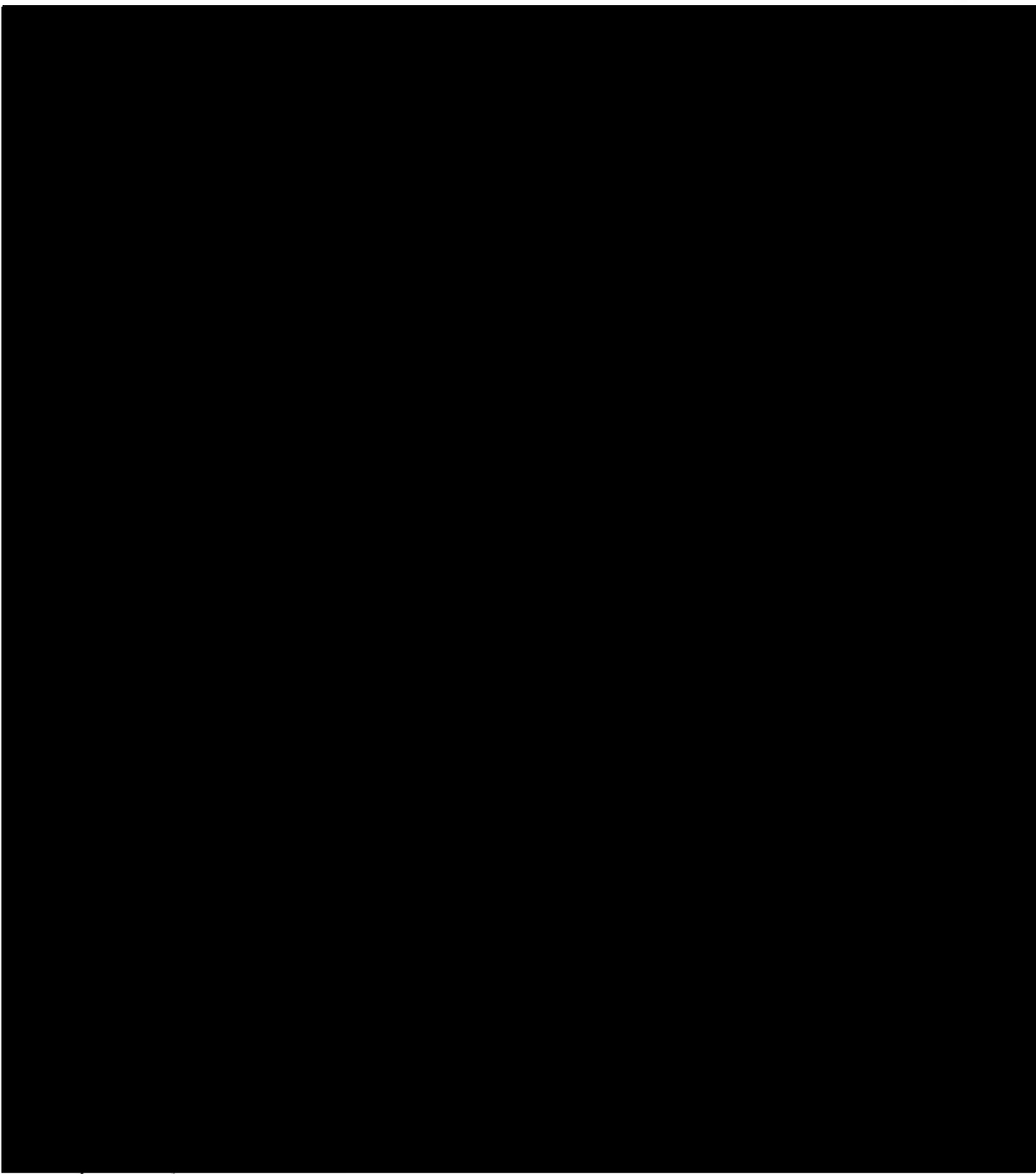
Policies, Rights, Legal

About DOT
Budget and Performance
Civil Rights
FOIA
Information Quality
No FEAR Act
Office of Inspector General
Privacy Policy
USA.gov
Web Policies and Notices
Web Standards

Information Collection #: OMB Control No. 2126-0057



Kidd, Thomas Earl



DRIVER'S APPLICATION FOR EMPLOYMENT

PLEASE PRINT, ANSWER ALL QUESTIONS.

COMPANY: FLOWERWOOD

BRANCH: _____

ADDRESS: 15315 KELLY RD

CITY: LOXLEY STATE: AL ZIP: 36551

IN COMPLIANCE WITH FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY LAWS, QUALIFIED APPLICANTS ARE CONSIDERED FOR ALL POSITIONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, MARITAL STATUS, OR NON-JOB RELATED DISABILITY.

DATE OF APPLICATION: 12-19-2011

POSITION(S) APPLIED FOR: OTR Driver

NAME: (LAST) Kidd (FIRST) Thomas (MIDDLE) Earl S.S. # 

ADDRESS: (STREET) 15 Liberty St. (CITY) Atmore


(STATE) ALABAMA (ZIP) 36502 PHONE: 251-577-1388

ADDRESS FOR PAST THREE YEARS:

(STREET) 15 Liberty (CITY) Atmore (STATE) AL (ZIP) 36502

(STREET) _____ (CITY) _____ (STATE) _____ (ZIP) _____

DO YOU HAVE THE LEGAL RIGHT TO WORK IN THE U.S.? Yes

DATE OF BIRTH (REQUIRED)  CAN YOU PROVIDE PROOF OF AGE? YES NO

WHO REFERRED YOU? Charles Bullard RATE OF PAY EXPECTED? _____

IS THERE ANY REASON YOU MIGHT BE UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION(S) FOR WHICH YOU HAVE APPLIED [AS DESCRIBED IN THE ATTACHED JOB DESCRIPTION]? No

IF YES, EXPLAIN: _____

HAVE YOU TESTED POSITIVE, OR REFUSED TO TEST, ON ANY PRE-EMPLOYMENT DRUG OR ALCOHOL TEST ADMINISTERED BY AN EMPLOYER TO WHICH YOU APPLIED FOR, BUT DID NOT OBTAIN, SAFETY-SENSITIVE TRANSPORTATION WORK COVERED BY DOT DRUG AND ALCOHOL RULES DURING THE PAST 2 YEARS?
YES _____ NO

IF YOU ANSWERED "YES" TO THE ABOVE QUESTION, CAN YOU PROVIDE DOCUMENTATION OF SUCCESSFUL COMPLETION OF DOT RETURN TO DUTY REQUIREMENTS (INCLUDING FOLLOW-UP TESTS)?
YES _____ NO _____

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR WHICH RESULTED IN IMPRISONMENT WITHIN THE LAST 7 YEARS? (NOTE: SUCH CONVICTIONS ARE NOT AN AUTOMATIC BAR TO EMPLOYMENT. ALL CIRCUMSTANCES WILL BE CONSIDERED) Yes _____ No

IF YOU HAVE BEEN CONVICTED, PLEASE ATTACH A SEPARATE PAGE PROVIDING US WITH AN EXPLANATION OF ALL RELEVANT CIRCUMSTANCES.

EMPLOYMENT HISTORY

LIST EMPLOYERS IN REVERSE ORDER, BEGINNING WITH THE MOST RECENT.

LIST EVERY JOB YOU HAVE HAD IN THE PAST TEN YEARS.
 BE SURE TO INCLUDE A VALID ADDRESS AND PHONE NUMBER.
 IF UNEMPLOYED OR SELF-EMPLOYED, PLEASE LIST WITH DATES.
THERE CANNOT BE ANY TIME GAPS IN THIS 10 YEAR HISTORY.

PRINT NAME: Thomas Kidd

MAY WE CONTACT YOUR CURRENT EMPLOYER? YES / NO

If unemployed during a period, write UNEMPLOYED from date & to date. If in school, write NAME of school and dates attended.

EMPLOYER				DATE		↑ NO DATE GAPS ↓
NAME	Francis Powell		FROM 12 16 08 TO Current			
ADDRESS	Grove Hill AL		POSITION: Diver			
CITY	STATE	ZIP	SALARY/WAGE: 25%			
CONTACT PERSON	Mike Powell		PHONE NUMBER: 251-275-			
				Unemp. 10/08 - 12/09		
EMPLOYER				DATE		↓ NO DATE GAPS ↑
NAME	Heartland Exp		FROM 5 13 08 TO 10 05 08			
ADDRESS	North Liberty IA		POSITION: Diver			
CITY	STATE	ZIP	SALARY/WAGE: 49¢			
CONTACT PERSON			PHONE NUMBER			
				REASON FOR LEAVING: None Time		
EMPLOYER				DATE		↓ NO DATE GAPS ↑
NAME	Normady Truck Line		FROM 5 17 07 TO 8 11 08			
ADDRESS	Monroeville AL		POSITION: OTR Diver			
CITY	STATE	ZIP	SALARY/WAGE: 43¢			
CONTACT PERSON			PHONE NUMBER			
				REASON FOR LEAVING: Heartland		
EMPLOYER				DATE		↓ NO DATE GAPS ↑
NAME			FROM / / TO / /			
ADDRESS			POSITION:			
CITY	STATE	ZIP	SALARY/WAGE:			
CONTACT PERSON			PHONE NUMBER			
				REASON FOR LEAVING:		
EMPLOYER				DATE		↓ NO DATE GAPS ↑
NAME			FROM / / TO / /			
ADDRESS			POSITION:			
CITY	STATE	ZIP	SALARY/WAGE:			
CONTACT PERSON			PHONE NUMBER			
				REASON FOR LEAVING:		

Ask for another employment history sheet, if needed.

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
 1350 Dauphin Street (P.O. Box 2264) Mobile, AL 36652-2264
 (251) 433-4111 FAX (251) 433-4323

FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE OR DUPLICATION IS PROHIBITED.

ACCIDENT RECORD FOR PAST 3 YEARS OR MORE

DATES	NATURE OF ACCIDENT (HEAD-ON, REAR-END, LPSET, ETC.)	FATALITIES	INJURIES
LAST ACCIDENT / /	NA		
NEXT PREVIOUS / /			
NEXT PREVIOUS / /			

(ATTACH SHEET IF MORE SPACE IS NEEDED)

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST 3 YEARS (OTHER THAN PARKING VIOLATIONS)

LOCATION	DATE	CHARGE	PENALTY
NA			

(ATTACH SHEET IF MORE SPACE IS NEEDED)

EDUCATION

CIRCLE HIGHEST GRADE COMPLETED: 1 2 3 4 5 6 7 8 HIGH SCHOOL: 1 2 3 (4) COLLEGE: 1 2 3 4
 LAST SCHOOL ATTENDED: (NAME) _____ (CITY) _____

DRIVER LICENSES	STATE	LICENSE #	TYPE	EXPIRATION DATE
	AL	5156119	Class A	4-15-2014

A. HAVE YOU EVER BEEN DENIED A LICENSE, PERMIT, OR PRIVILEGE TO OPERATE A MOTOR VEHICLE? Y N
 B. HAS ANY LICENSE, PERMIT OR PRIVILEGE EVER BEEN SUSPENDED OR REVOKED? Y N
 IF THE ANSWER TO EITHER A OR B IS YES, ATTACH A STATEMENT PROVIDING DETAILS

DRIVING EXPERIENCE

CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (VAN, TRUCK, FLAT, ETC.)	DATE FROM	DATE TO	APPROXIMATE TOTAL NUMBER OF MILES
STRAIGHT TRUCK				
TRACTOR/ SEMI-TRAILER	van Flat	1997	2011	
TRACTOR/ TWO TRAILERS				
OTHER				

LIST ALL STATES OPERATED IN FOR THE PAST FIVE YEARS: AL, GA, SC, NC, DC, VA, WV, MS, LA, FL, TX, IA, IL, IN, OH, PA, NJ, MD, NY, WI, DE.

LIST ANY SPECIAL COURSES OF TRAINING THAT WILL HELP YOU AS A DRIVER: _____

LIST ANY SAFE DRIVING AWARDS YOU HOLD AND FROM WHOM: _____

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
 1350 Dauphin Street (P.O. Box 2264) Mobile, AL 36652-2264
 (251) 433-4111 FAX (251) 433-4323

FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE OR DUPLICATION IS PROHIBITED.

OTHER EXPERIENCE AND QUALIFICATIONS

LIST ANY TRUCKING, TRANSPORTATION, OR OTHER EXPERIENCE THAT MAY HELP IN YOUR WORK FOR THIS COMPANY: _____

LIST ANY COURSES AND TRAINING: (OTHER THAN THOSE ALREADY LISTED ON THIS APPLICATION) _____

LIST SPECIAL EQUIPMENT OR TECHNICAL MATERIALS YOU CAN WORK WITH: (OTHER THAN THOSE ALREADY LISTED) _____

TO BE READ AND SIGNED BY APPLICANT

THIS CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AUTHORIZE YOU TO TAKE SUCH INVESTIGATIONS AND INQUIRIES OF MY PERSONAL, EMPLOYMENT, FINANCIAL, AND MEDICAL HISTORY AND OTHER RELATED MATTERS AS MAY BE NECESSARY IN ARRIVING AT AN EMPLOYMENT DECISION. (GENERALLY, INQUIRIES REGARDING MEDICAL HISTORY WILL BE MADE ONLY IF AND AFTER A CONDITIONAL OFFER OF EMPLOYMENT HAS BEEN EXTENDED.) I HEREBY RELEASE EMPLOYERS, SCHOOLS, HEALTH CARE PROVIDERS AND OTHER PERSONS FROM ALL LIABILITY IN RESPONDING TO INQUIRIES AND RELEASING INFORMATION IN CONNECTION WITH MY APPLICATION.

IN THE EVENT OF EMPLOYMENT, I UNDERSTAND THAT FALSE OR MISLEADING INFORMATION GIVEN IN MY APPLICATION OR INTERVIEW(S) MAY RESULT IN DISCHARGE. I ALSO UNDERSTAND THAT I AM REQUIRED TO ABIDE BY ALL RULES AND REGULATIONS OF THE COMPANY.

★ DATE: 12-19-2011

★ APPLICANT'S SIGNATURE: [Handwritten Signature]

THIS SECTION FOR OFFICE USE ONLY PROCESS RECORD

APPLICANT HIRED: _____ REJECTED: _____

DATE EMPLOYED: _____ POINT EMPLOYED: _____

DEPARTMENT: _____ CLASSIFICATION: _____

(IF REJECTED, SUMMARY REPORT OF REASONS SHOULD BE PLACED IN FILE)

	SUPERIOR	GOOD	FAIR	BELOW AVERAGE	POOR	WRITTEN RECORD ON FILE	
APPLICATION	___	___	___	___	___	___ YES	___ NO
INTERVIEW	___	___	___	___	___	___ YES	___ NO
PAST EMPLOYMENT	___	___	___	___	___	___ YES	___ NO
WRITTEN EXAM	___	___	___	___	___	___ YES	___ NO
ROAD TEST	___	___	___	___	___	___ YES	___ NO
CRIMINAL & TRAFFIC CONVICTIONS	___	___	___	___	___	___ YES	___ NO

TRANSFERS

FROM: _____ TO: _____ FROM: _____ TO: _____

DATE: _____ DATE: _____

REASON FOR TRANSFER: _____ REASON FOR TRANSFER: _____

TERMINATION OF EMPLOYMENT

DATE TERMINATED: _____ DEPARTMENT RELEASED FROM: _____

(CHECK ONE) ___ DISMISSED ___ RESIGNED ___ OTHER (EXPLAIN): _____

SUPERVISER: _____ TERMINATION REPORT PLACED IN FILE: ___ YES ___ NO

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
1350 Dauphin Street (P.O. Box 2264) Mobile, AL 36652-2264
(251) 433-4111 FAX (251) 433-4323

FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE OR DUPLICATION IS PROHIBITED.

REQUEST FOR CHECK OF DRIVING RECORD

I HEREBY AUTHORIZE YOU TO RELEASE THE FOLLOWING INFORMATION TO (PROSPECTIVE EMPLOYER) Flowerwood FOR THE PURPOSE OF INVESTIGATION AS REQUIRED BY SECTION 391.23 OF THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS. YOU ARE HEREBY RELEASED FROM ANY AND ALL LIABILITY WHICH MAY RESULT FROM FURNISHING SUCH INFORMATION.

★ APPLICANT SIGNATURE Thomas Kidd DATE 12-19-2011

1. IN ACCORDANCE WITH THE PROVISIONS OF SECTION 604 AND SECTION 607 OF THE FAIR CREDIT REPORTING ACT, PUBLIC LAW NO. 91-508, I HEREBY CERTIFY THAT THE INFORMATION REQUESTED BELOW WILL BE USED FOR A "PERMISSIBLE PURPOSE" AS DEFINED IN THE ACT, AND THAT THE INFORMATION RECEIVED WILL BE USED FOR NO OTHER PURPOSE.
2. I FURTHER CERTIFY THAT IF THE APPLICANT NAMED BELOW IS DENIED EMPLOYMENT BASED UPON THE INFORMATION RECEIVED, I WILL IDENTIFY THE SOURCE OF THE REPORT IN ACCORDANCE WITH SECTION 615(A) OF THE FAIR CREDIT REPORTING ACT.


SIGNATURE OF REQUESTER: Leigh Watt DATE: 12-19-11

THE FOLLOWING NAMED PERSON HAS MADE APPLICATION WITH OUR COMPANY FOR THE POSITION OF DRIVER. AS IN ACCORDANCE WITH SECTION 391.23, FEDERAL DEPARTMENT OF TRANSPORTATION REGULATIONS, PLEASE FURNISH THE UNDERSIGNED WITH THE APPLICANT'S DRIVING RECORD FOR THE PAST THREE YEARS.

★ NAME OF APPLICANT: Thomas Kidd

★ ADDRESS: 15 Liberty St. Attmore CITY, ST. AL ZIP 36502

★ FORMER ADDRESS: _____ CITY, ST. _____ ZIP _____

★ DATE OF BIRTH: 

★ DRIVER LICENSE NUMBER AND STATE: 5156119 AL

REQUESTED BY

COMPANY _____	TYPED NAME <u>Leigh Watt</u>
ADDRESS <u>Motor Carrier Consultants, Inc</u>	TITLE <u>Agent</u>
<u>P.O. Box 2264</u>	SIGNATURE <u>Leigh Watt</u>
CITY <u>Mobile, AL 36688-0264</u>	

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
1350 Dauphin Street (P.O. Box 2264) Mobile, AL 36652-2264
(251) 433-4111 FAX (251) 433-4323

FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE OR DUPLICATION IS PROHIBITED

CERTIFICATION OF COMPLIANCE WITH DRIVER'S LICENSE REQUIREMENTS

NOTICE TO CARRIERS: The requirements in Part 383 of the Federal Motor Carrier Safety Regulations apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

The requirements in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements which you, as a driver, must comply. These requirements are in effect as of July 1, 1987. They are as follows:

- 1) You, as a commercial vehicle driver, may not possess more than one license. The only exception is if a state requires you to have more than one license. This exception is allowed until January 1, 1990.

If you currently have more than one license, you should keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you must notify the state. If a multiple license has been lost, stolen or destroyed, you should close your record by notifying the state of issuance that you no longer want to be licensed by that state.

- 2) Sections 392.42 and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking); you must report it to your employing motor carrier and the state that issued your license within 30 days.

DRIVER CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE REQUIREMENTS AND THAT THE FOLLOWING LICENSE IS THE ONLY ONE THAT I WILL POSSESS.

★ Driver's License No. 5156119 State AL Exp. Date 04-15-2014

★ Driver's Signature: [Handwritten Signature]

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
1350 Dauphin Street (P.O. Box 2264) Mobile, AL 36652-2264
(251) 433-4111 FAX (251) 433-4323

FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE OR DUPLICATION IS PROHIBITED

Drug, Alcohol, and (Private) Contraband Policy For CDL Drivers Employed By

FLOWERWOOD

If there are any questions regarding the above stated drug and alcohol policy, you may contact your company representative, DAVID EDWARDS @ 251-923-1090 or Motor Carrier Consultants @ (251) 433-4111.

★ Thomas Kill, understand and agree to abide by the above requirements and statement as a condition of employment.

★ Thomas Kill
Signature of Driver

★ 12-19-2011
Date

This Policy and these programs are made for the maximum safety and well being of all drivers, other personnel, and the general public. Your assistance and cooperation for the achievement of this goal is vitally important.

Leigh Watt
Company Representative

12-19-11
Effective Date

★ Thomas Kill
Driver's Signature of Agreement

12-19-2011
Date

Form DTP

Published By: Motor Carrier Consultants, Inc
1350 Dauphin Street/PO Box 2264 Mobile, AL 36652-2264
Phone: (334) 433-4111 Fax: (334) 433-4323
FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT
ANY OTHER USE OR DUPLICATION IS PROHIBITED.

3/02

★ Initials of Applicant/Driver TK
I have been provided a copy of
Pages 1 through 22 of this policy



DRUG & ALCOHOL CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Manage](#)

Query Detail

Query Overview

Employer Conducting Query: FLOWERWOOD MANAGEMENT INC (USDOT# 855703)

Query Result: Driver Not Prohibited

Query Status: Completed (10/13/2022 17:13:12)

Conducted By: TSS Consortium & Testing d/b/a Transportation Safety Services

Query Type: Limited | **Query Submitted:** Bulk Upload

Driver Information

Name: THOMAS KIDD
Date of Birth: [REDACTED]
CDL/CLP ⓘ: US-AL-5156119

Consent Information

General consent provided outside of the Clearinghouse

Query History

Created: 10/13/2022 17:12:06
Limited Completed: 10/13/2022 17:13:12
Query Result: Driver Not Prohibited

LEARN MORE

[The Return-to-Duty Process](#)

U.S. DEPARTMENT OF TRANSPORTATION

Federal Motor Carrier Safety Administration

1200 NEW JERSEY AVENUE, SE

WASHINGTON, DC 20590

202-366-4000

[Subscribe To Email Update](#)



About

[About FMCSA](#)
[Registration](#)
[Regulations](#)
[Safety](#)
[Analysis](#)
[Careers](#)
[FMCSA Portal](#)

News and Events

[FMCSA Newsroom](#)
[Press Releases](#)
[Speeches](#)
[Testimony](#)
[Events](#)

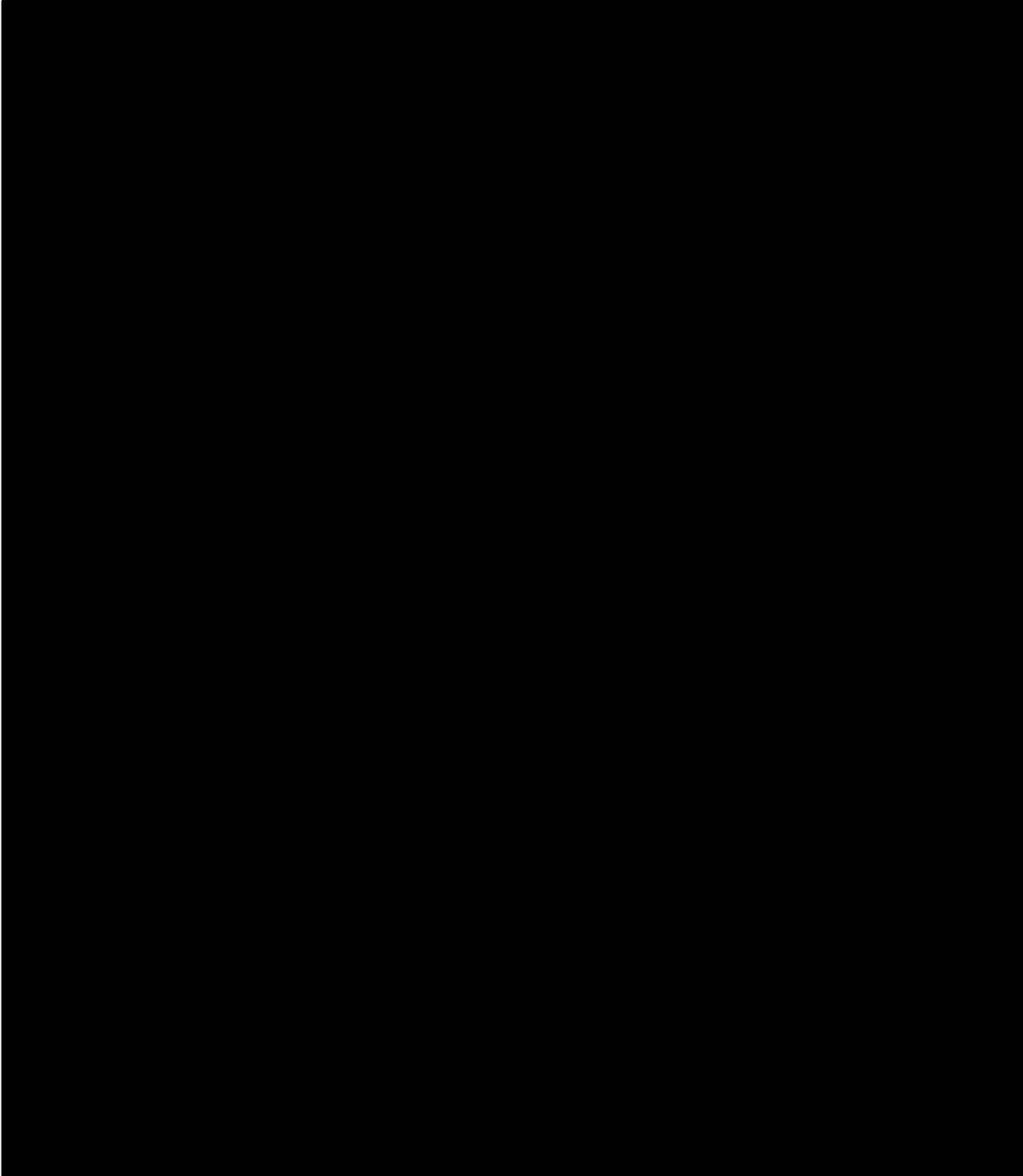
Resources

[Resources for Carriers](#)
[Resources for Consumers](#)
[Resources for Drivers](#)
[Forms](#)
[Contact Us](#)

Policies, Rights, Legal

[About DOT](#)
[Budget and Performance](#)
[Civil Rights](#)
[FOIA](#)
[Information Quality](#)
[No FEAR Act](#)
[Office of Inspector General](#)
[Privacy Policy](#)
[USA.gov](#)
[Web Policies and Notices](#)
[Web Standards](#)

Information Collection #: OMB Control No. 2126-0057



DRIVER'S APPLICATION FOR EMPLOYMENT

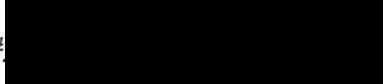
COMPANY: Flowerwood Management, Inc.
ADDRESS: P.O. Box 7
CITY: Loxley State: Al. Zip 36551
(Answer all question-please print)

In compliance with federal and state equal employment opportunity laws, qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, age, marital status, or non-job related disability.

Date of Hire: 03/03/1986

Date of Application 6/30/04

Position(s) applied for _____

Name: Brown Stacey Eric S.S.# 
Last First Middle

Address: 20861 Lawrence Rd. City Fairhope
State Ala. Zip 36532 Phone 251-990-9957

Address for past three years

Street Same City _____ State _____ Zip _____

Street Same City _____ State _____ Zip _____

Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? yes _____ no X

Date of Birth (Required)  Can you provide proof of age? yes

Have you worked for this company before? yes Where? Loxley

Reason For Leaving _____

Are you now employed? yes If not, how long since leaving last employment? _____

Who referred you? _____ Rate of pay expected _____

Is there any reason you might be unable to perform the functions of the job for which you have applied (as described in the attached job description)? No

If yes, explain if you wish.

EMPLOYMENT HISTORY

ALL DRIVER APPLICANTS TO DRIVE IN INTERSTATE COMMERCE MUST PROVIDE THE FOLLOWING INFORMATION ON ALL EMPLOYERS DURING THE PRECEDING THREE YEARS.

APPLICANTS TO DRIVE A COMMERCIAL MOTOR VEHICLE* IN INTRASTATE OR INTERSTATE COMMERCE SHALL ALSO PROVIDE AN ADDITIONAL 7 YEARS INFORMATION ON THOSE EMPLOYERS FOR WHOM THE APPLICANT OPERATED SUCH A VEHICLE. (NOTE: LIST EMPLOYERS IN REVERSE ORDER, STARTING WITH MOST RECENT. ADD ANOTHER SHEET IF NECESSARY.)

EMPLOYER				DATE	
NAME	Flowerwood Nursery			FROM	3/3/86 TO Present
ADDRESS				POSITION:	Construction
CITY	Loxley	STATE	Al.	ZIP	SALARY/WAGE: 8/3.00
CONTACT PERSON	David Edwards	PHONE NUMBER	964-5122		
				REASON FOR LEAVING:	

EMPLOYER				DATE	
NAME				FROM	/ / TO / /
ADDRESS				POSITION:	
CITY		STATE		ZIP	SALARY/WAGE:
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING:		

EMPLOYER				DATE	
NAME				FROM	/ / TO / /
ADDRESS				POSITION:	
CITY		STATE		ZIP	SALARY/WAGE:
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING:		

EMPLOYER				DATE	
NAME				FROM	/ / TO / /
ADDRESS				POSITION:	
CITY		STATE		ZIP	SALARY/WAGE:
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING:		

EMPLOYER				DATE	
NAME				FROM	/ / TO / /
ADDRESS				POSITION:	
CITY		STATE		ZIP	SALARY/WAGE:
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING:		

EMPLOYER				DATE	
NAME				FROM	/ / TO / /
ADDRESS				POSITION:	
CITY		STATE		ZIP	SALARY/WAGE:
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING:		

EMPLOYER				DATE	
NAME				FROM	/ / TO / /
ADDRESS				POSITION:	
CITY		STATE		ZIP	SALARY/WAGE:
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING:		

EMPLOYER				DATE	
NAME				FROM	/ / TO / /
ADDRESS				POSITION:	
CITY		STATE		ZIP	SALARY/WAGE:
CONTACT PERSON		PHONE NUMBER	REASON FOR LEAVING:		

ACCIDENT RECORD FOR PAST 3 YEARS OR MORE (ATTACH SHEET IF MORE SPACE IF NEEDED)

DATES	NATURE OF ACCIDENT (HEAD-ON, REAR-END, UPSET, ETC.)	FATALITIES	INJURIES
LAST ACCIDENT ____/____/____			
NEXT PREVIOUS ____/____/____			
NEXT PREVIOUS ____/____/____			

TRAFFIC CONVICTIONS AND FORFEITURES FOR THE PAST THREE YEARS (OTHER THAN PARKING VIOLATIONS)

LOCATION	DATE	CHARGE	PENALTY

(ATTACH SHEET IF MORE SPACE NEEDED)

EDUCATION

CIRCLE HIGHEST GRADE COMPLETED: 1 2 3 4 5 6 7 8 HIGH SCHOOL: 1 2 3 4 COLLEGE: 1 2 3 4
 LAST SCHOOL ATTENDED: (NAME) Fairhope High (CITY) Fairhope

STATE	LICENSE NUMBER	TYPE	EXPIRATION DATE
<u>Ala.</u>	<u>50B0890</u>		<u>6/12/05</u>

(DRIVERS LICENSE)

- A. HAVE YOU EVER BEEN DENIED A LICENSE, PERMIT, OR PRIVILEGE TO OPERATE A MOTOR VEHICLE? Y NX
 B. HAS ANY LICENSE PERMIT, OR PRIVILEGE EVER BEEN SUSPENDED OR REVOKED? YX N
 IF THE ANSWER TO EITHER A OR B IS YES, ATTACH STATEMENT GIVING DETAILS

DRIVING EXPERIENCE

CLASS OF EQUIPMENT	TYPE OF EQUIPMENT (VAN, TANK, FLAT, ECT.)	DATE FROM	DATE TO	APPROX # OF MILES TOTAL
STRAIGHT TRUCK	<u>Van</u>	<u>1989</u>	<u>1990</u>	<u>10,200</u>
TRACTOR/SEMI-TRAILER				
TRACTOR/TWO TRAILERS				
OTHER				

LIST ALL STATES OPERATED IN FOR THE PAST FIVE YEARS _____

SHOW SPECIAL COURSES OF TRAINING THAT WILL HELP YOU AS A DRIVER _____

WHICH SAFE DRIVING AWARDS DO YOU HOLD AND FROM WHOM _____

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
 1350 Dauphin Street Box 2264 Mobile, AL 36652-2264
 (251) 433-4111 FAX (251) 433-4323
 FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE
 OR DUPLICATION IS PROHIBITED

EXPERIENCE AND QUALIFICATIONS-OTHER

SHOW ANY DRUCKING, TRANSPORTATION, OR OTHER EXPERIENCE THAT MAY HELP IN YOUR WORK FOR THIS COMPANY:

1 yr Bobtail driving for Flowerwood Nursery

LIST COURSES AND TRAINING OTHER THAN SHOWN ELSE WHERE IN THIS APPLICATION

LIST SPECIAL EQUIPMENT OR TECHNICAL MATERIALS YOU CAN WORK WITH (OTHER THAN THOSE ALREADY SHOWN)

TO BE READ AND SIGNED BY APPLICANT

THIS CERTIFIES THAT THIS APPLICATION WAS COMPLETED BY ME, AND THAT ALL ENTRIES ON IT AND INFORMATION IN IT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AUTHORIZE YOU TO TAKE SUCH INVESTIGATIONS AND INQUIRIES OF MY PERSONAL, EMPLOYMENT, FINANCIAL, AND MEDICAL HISTORY AND OTHER RELATED MATTERS AS MAY BE NECESSARY IN ARRIVING AT AN EMPLOYMENT DECISION. (GENERALLY, INQUIRIES REGARDING MEDICAL HISTORY WILL BE MADE ONLY IF AND AFTER A CONDITIONAL OFFER OF EMPLOYMENT HAS BEEN EXTENDED.) I HEREBY RELEASE EMPLOYERS, SCHOOLS, HEALTH CARE PROVIDERS AND OTHER PERSONS FROM ALL LIABILITY IN RESPONDING TO INQUIRIES AND RELEASING INFORMATION IN CONNECTION WITH MY APPLICATION.

IN THE EVENT OF EMPLOYMENT, I UNDERSTAND THAT FALSE OR MIS- LEADING INFORMATION GIVEN IN MY APPLICATION OR INTERVIEW(S) MAY RESULT IN DISCHARGE. I UNDERSTAND, ALSO, THAT I AM REQUIRED TO ABIDE BY ALL RULES AND REGULATIONS OF THE COMPANY.

DATE 6/30/04 APPLICANTS SIGNATURE Nancy C. Brown

PROCESS RECORD

APPLICANT HIRED _____ REJECTED _____
 DATE EMPLOYED _____ POINT EMPLOYED _____
 DEPARTMENT _____ CLASSIFICATION _____
 (IF REJECTED, SUMMARY REPORT OF REASONS SHOULD BE PLACED IN FILE)

THIS SECTION TO BE FILLED IN BY RESPONSIBLE OFFICER OR COMPANY REPRESENTATIVE

	SUPERIOR	GOOD	FAIR	BELOW AVERAGE	POOR	WRITTEN RECORD ON FILE
APPLICATION						
INTERVIEW						
PAST EMPLOYMENT						
WRITTEN EXAM						
ROAD TEST						
CRIMINAL AND TRAFFIC CONVICTIONS						

TRANSFERS

FROM _____ TO _____ FROM _____ TO _____
 DATE _____ DATE _____
 REASON FOR TRANSFER _____ REASON FOR TRANSFER _____
 FROM _____ TO _____ FROM _____ TO _____
 DATE _____ DATE _____
 REASON FOR TRANSFER _____ REASON FOR TRANSFER _____

TERMINATION OF EMPLOYMENT

DATE TERMINATED _____ DEPARTMENT RELEASED FROM _____
 DISMISSED _____ VOLUNTARY QUIT _____ OTHER _____
 TERMINATION REPORT PLACED IN FILE _____
 SUPERVISER _____

Motor Vehicle Driver's

CERTIFICATION OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS

MOTOR CARRIER INSTRUCTIONS: The requirements in Part 383 apply to every driver who operates in intrastate, interstate, or foreign commerce and operates a vehicle weighing 26,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

The requirements in Part 391 apply to every driver who operates in interstate commerce and operates a vehicle weighing 10,001 pounds or more, can transport more than 15 people, or transports hazardous materials that require placarding.

DRIVER REQUIREMENTS: Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1987. They are as follows:

- 1) You, as a commercial vehicle driver, may not possess more than one license. The only exception is if a state requires you to have more than one license. This exception is allowed until January 1, 1990.

If you currently have more than one license, you should keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you must notify the state. If a multiple license has been lost, stolen or destroyed, you should close your record by notifying the state of issuance that you no longer want to be licensed by that state.

- 2) Sections 392.42 and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the NEXT BUSINESS DAY of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking); you must report it to your employing motor carrier and the state that issued your license within 30 days.

DRIVER CERTIFICATION: I certify that I have read and understood the above requirements

The following license is the only one I will possess:

★ Driver's License No. 5080890 State Al. Exp. Date 6-12-05
★ Driver's Signature: Nancy E. Brown

Notes: _____

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
1350 Dauphin Street Box 2264 Mobile, AL 36652-2264
(251) 433-4111 FAX (251) 433-4323
FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE
OR DUPLICATION IS PROHIBITED

REQUEST FOR CHECK OF DRIVING RECORD

I HEAR BY AUTHORIZE YOU TO RELEASE THE FOLLOWING INFORMATION TO (PROSPECTIVE EMPLOYER) _____ FOR THE PURPOSES OF INVESTIGATION AS REQUIRED BY SECTION 391.23 OF THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS. YOU ARE RELEASED FROM ANY AND ALL LIABILITY WHICH MAY RESULT FROM FURNISHING SUCH INFORMATION.

★ APPLICANT SIGNATURE Stacey E. Brown DATE 7/20/04

1. IN ACCORDANCE WITH THE PROVISIONS OF SECTION 604 AND SECTION 607 OF THE FAIR CREDIT REPORTING ACT, PUBLIC LAW NO. 91-508, I HEREBY CERTIFY THAT THE INFORMATION REQUESTED BELOW WILL BE USED FOR A "PERMISSIBLE PURPOSE" AS DEFINED IN THE ACT, AND THAT THE INFORMATION RECEIVED WILL BE USED FOR NO OTHER PURPOSE.
2. I FURTHER CERTIFY THAT IF THE APPLICANT NAMED BELOW IS DENIED EMPLOYMENT BASED UPON THE INFORMATION RECEIVED, I WILL IDENTIFY THE SOURCE OF THE REPORT IN ACCORDANCE WITH SECTION 615(A) OF THE FAIR CREDIT REPORTING ACT.

(SIGNATURE OF REQUESTER) A. Davis (DATE) 7/20/04

TO: _____

GENTLEMEN:

THE FOLLOWING NAMED PERSON HAS MADE APPLICATION WITH OUR COMPANY FOR THE POSITION OF _____ AS IN ACCORDANCE WITH SECTION 391.23, FEDERAL DEPARTMENT OF TRANSPORTATION REGULATIONS, PLEASE FURNISH THE UNDERSIGNED WITH THE APPLICANT'S DRIVING RECORD FOR THE PAST THREE YEARS.

★ NAME OF APPLICANT Stacey Eric Brown

★ ADDRESS :(STREET) 20861 Larwance Rd. (CITY, ST.) Fairhope, Al (ZIP) 36532

★ FORMER ADDRESS :(STREET) _____ (CITY, ST.) _____ (ZIP) _____

★ DATE OF BIRTH: [REDACTED] SOCIAL SECURITY [REDACTED]

★ DRIVER LICENSE NUMBER AND STATE 5080890 Al.

REQUESTED BY

COMPANY Flowerwood TYPED NAME A. Davis

ADDRESS _____ TITLE Agent

CITY Loxley STATE Al SIGNATURE A. Davis

PUBLISHED BY: MOTOR CARRIER CONSULTANTS, INC
 1350 Dauphin Street Box 2264 Mobile, AL 36652-2264
 (251) 433-4111 FAX (251) 433-432
 FOR EXCLUSIVE USE BY THE ABOVE NAMED CLIENT. ANY OTHER USE
 OR DUPLICATION IS PROHIBITED

FLOWERWOOD NURSERY, INC.
P O BOX 665
LOXLEY, AL. 36551

By signing my name below I am stating that I have read and understand the Drug and Alcohol Policy of the above name Company.

Drivers Name Stacey E. Brown

Drivers Signature Stacey E. Brown

Date 7/20/04

Witness A. Oni

Date 7/20/04

Witness Amanda Hoffman

Date 7/20/04

Motor Carrier Consultants, Inc.
P.O. Box 2264
Mobile, Al. 36652-2264
(334) 433-4111 Fax (334) 433-4323

Report Date: 05/20/2022 4:04 AM
 State: AL
 License: 5080890
 Requested By: Scheduled Request
 Driver Ref #: FWMI-BrownSt
 Division Name: FWMI

BROWN, STACEY ERIC
 3106 BALDWIN ST
 LOXLEY, AL 365514520

County: N/A Date of Birth: [REDACTED] Sex: M Points: 0.00
 Height: N/A Weight: N/A Eyes: N/A CDL Status: Valid

Class	Type	Issue	Expiration	Status
CLASS A COMM VEH ANY WEIGHT MAY TOW ANOTHER VEH > 10K LBS. & VESSEL	COMMERCIAL	01/07/2021	01/13/2025	Valid
	Original Issue Date:	07/07/1992		

Medical certificate

Issued	Expires	Status	Self Certificate	Description	Source
[REDACTED]					

Miscellaneous Driver Info

CDL Original Issue Date: 01/13/2005

Viol/Sus Date	Conv/Reins Date	Viol Type	PT	Description	Code	CML
(No Incident History To Report)						
**** END OF DRIVING RECORD ****						

**Additional Alert Activity

Date	Details
05/20/2022	Medical Certificate Expiration Date Has Changed



DRUG & ALCOHOL CLEARINGHOUSE

[My Dashboard](#) | [Violations](#) | [Queries: Detail](#) | [Return-to-Duty](#) | [Manage](#)

Query Detail

Query Overview

Employer Conducting Query: FLOWERWOOD MANAGEMENT INC (USDOT# 855703)

Query Result: Driver Not Prohibited

Query Status: Completed (10/13/2022 17:12:13)

Conducted By: TSS Consortium & Testing d/b/a Transportation Safety Services

Query Type: Limited | **Query Submitted:** Bulk Upload

Driver Information

Name: STACEY BROWN
Date of Birth: [REDACTED]
CDL/CLP ⓘ: US-AL-5080890

Consent Information

General consent provided outside of the Clearinghouse

Query History

Created: 10/13/2022 17:12:06
Limited Completed: 10/13/2022 17:12:12
Query Result: Driver Not Prohibited

LEARN MORE

[The Return-to-Duty Process](#)

U.S. DEPARTMENT OF TRANSPORTATION

Federal Motor Carrier Safety Administration

1200 NEW JERSEY AVENUE, SE

WASHINGTON, DC 20590

202-366-4000

[Subscribe To Email Update](#)



About

[About FMCSA](#)
[Registration](#)
[Regulations](#)
[Safety](#)
[Analysis](#)
[Careers](#)
[FMCSA Portal](#)

News and Events

[FMCSA Newsroom](#)
[Press Releases](#)
[Speeches](#)
[Testimony](#)
[Events](#)

Resources

[Resources for Carriers](#)
[Resources for Consumers](#)
[Resources for Drivers](#)
[Forms](#)
[Contact Us](#)

Policies, Rights, Legal

[About DOT](#)
[Budget and Performance](#)
[Civil Rights](#)
[FOIA](#)
[Information Quality](#)
[No FEAR Act](#)
[Office of Inspector General](#)
[Privacy Policy](#)
[USA.gov](#)
[Web Policies and Notices](#)
[Web Standards](#)

Information Collection #: OMB Control No. 2126-0057

Grounds/Authority for Redactions: This exhibit contains identifying information for the vehicles we intend to use for secure transportation. It also includes detailed descriptions of the security features of those vehicles. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 27 – Fleet Summary

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

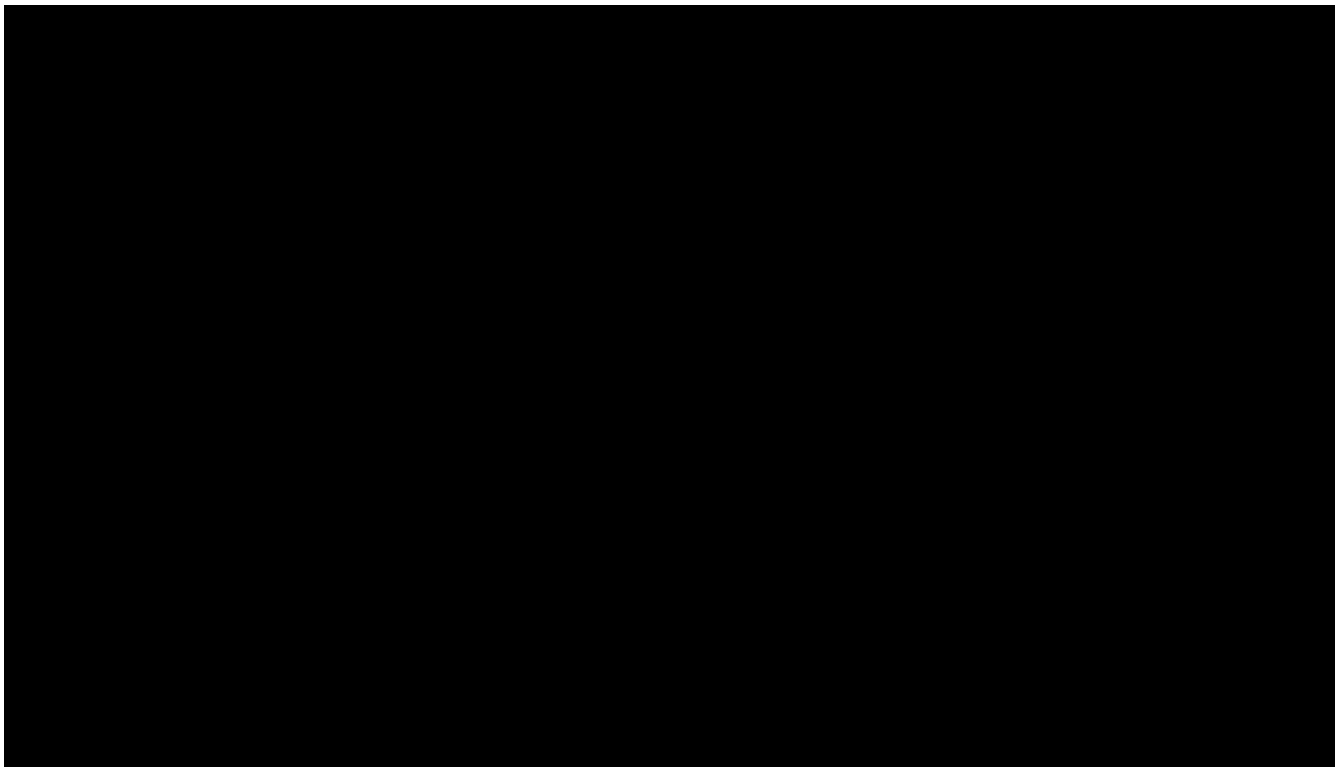
Verification Date

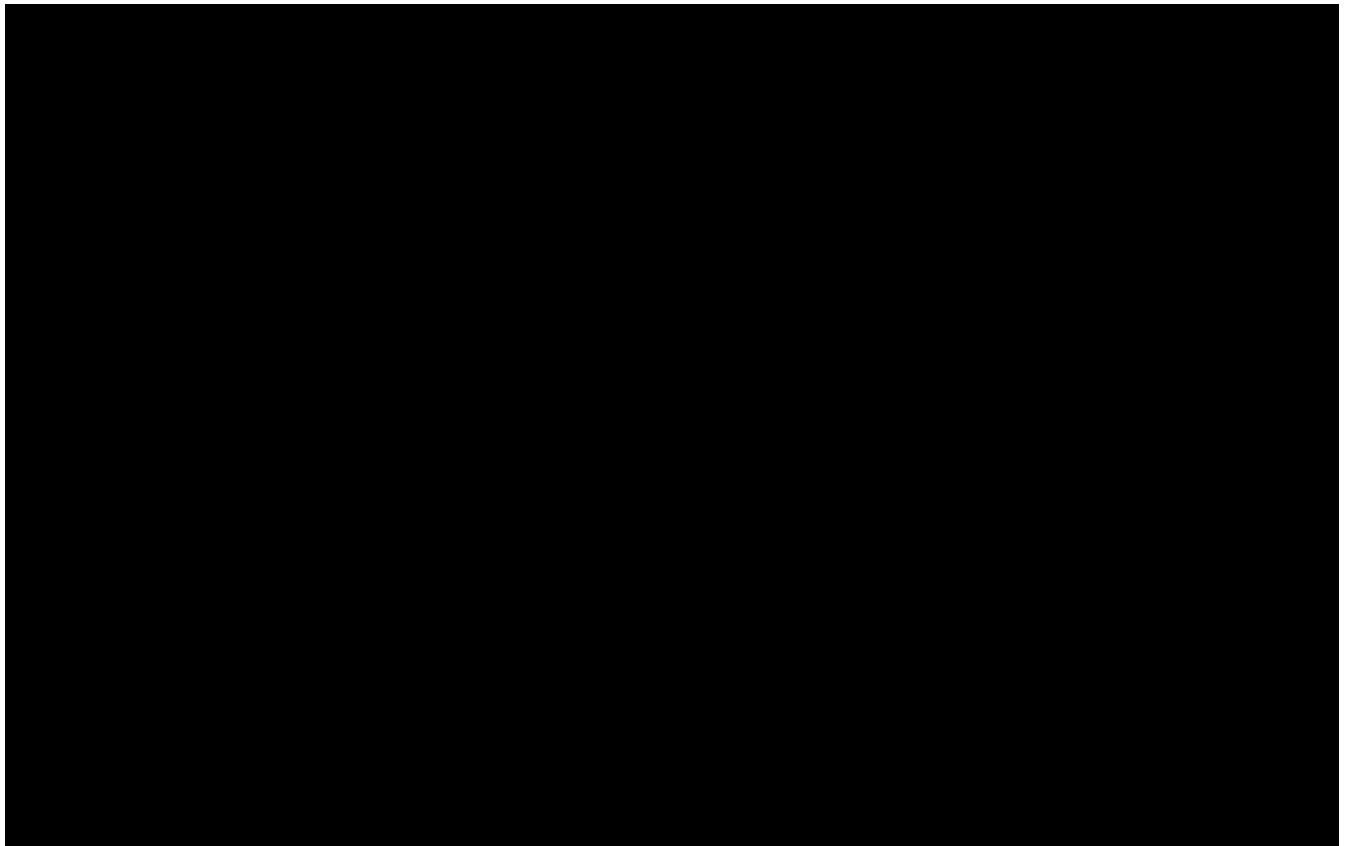
Exhibit 27 – Fleet Summary

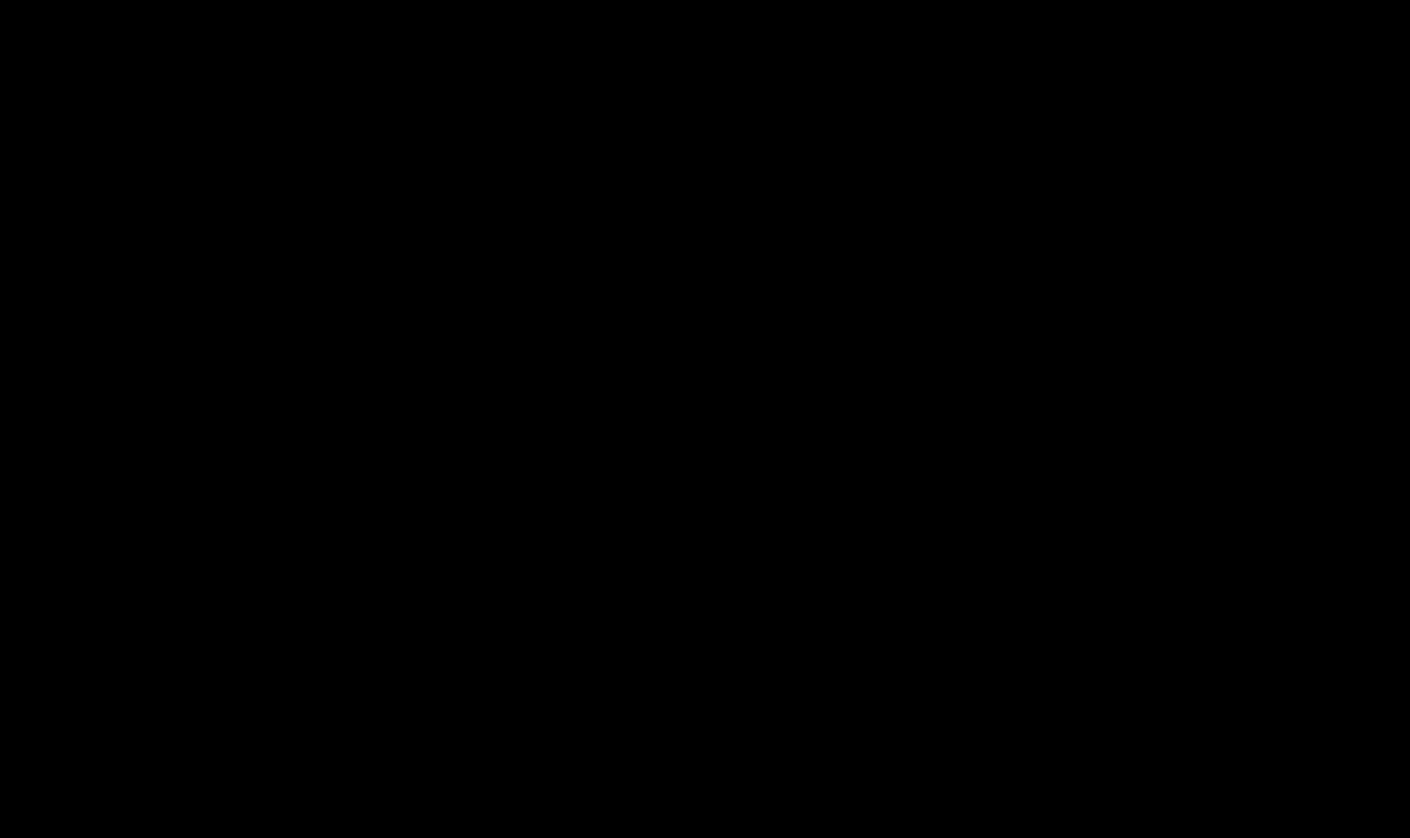
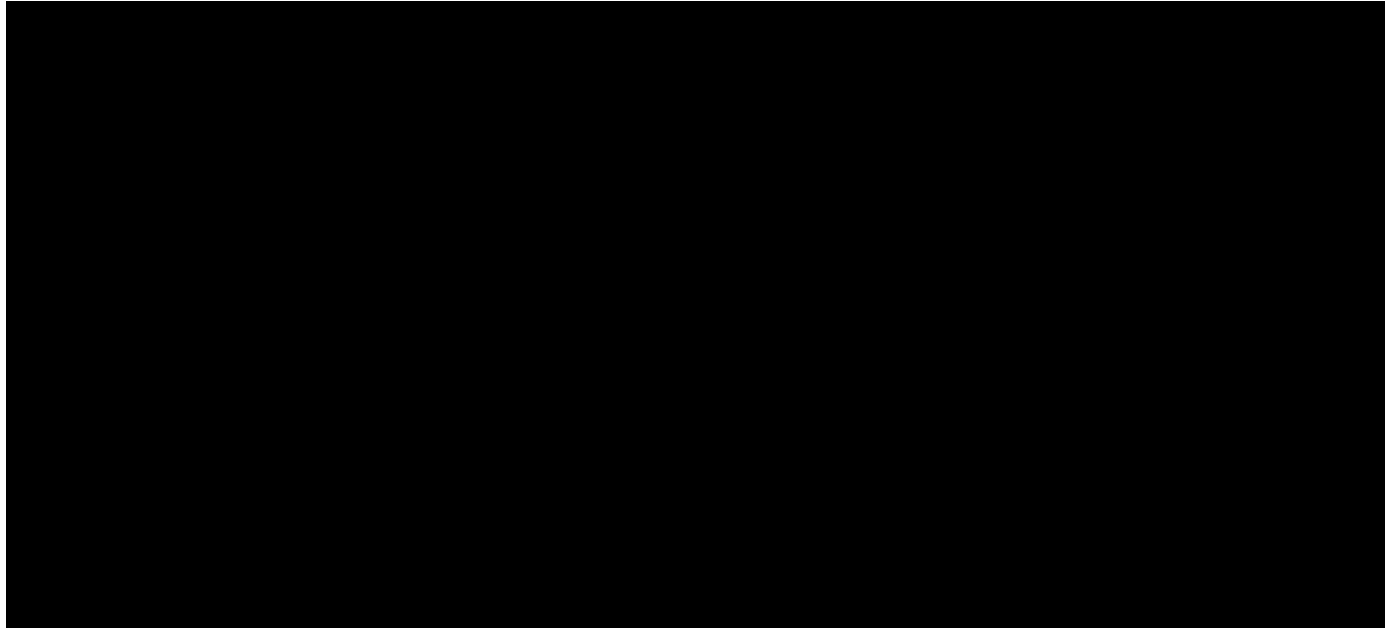
The Applicant must provide a Fleet Summary showing the make, model, VIN Number, license plate number, and specifications of all vehicles proposed for the secure transport of cannabis or medical cannabis including, but not limited to, the design and specification of all areas in which cannabis or medical cannabis is to be stored.

Our Company understands that properly outfitted secure transport vehicles are an important part of ensuring the quality and safety of our products as well as for protecting our secure transport drivers and for preventing theft and diversion. Based on the experience of certain of our principals operating medical cannabis cultivation, processing, and dispensary operations in Missouri, our Company will be using a fleet of three Ford Transit Connect XLT Cargo vans for the secure transportation of cannabis and medical cannabis (specific vehicle information and specifications are provided below). These vans will be customized with security and storage features that meet and/or exceed the requirements of all applicable laws and regulations, including, but not limited to, 538-x-7-0.1-0.10.

Each of our secure transport vehicles will be equipped with the following security and safe storage features:



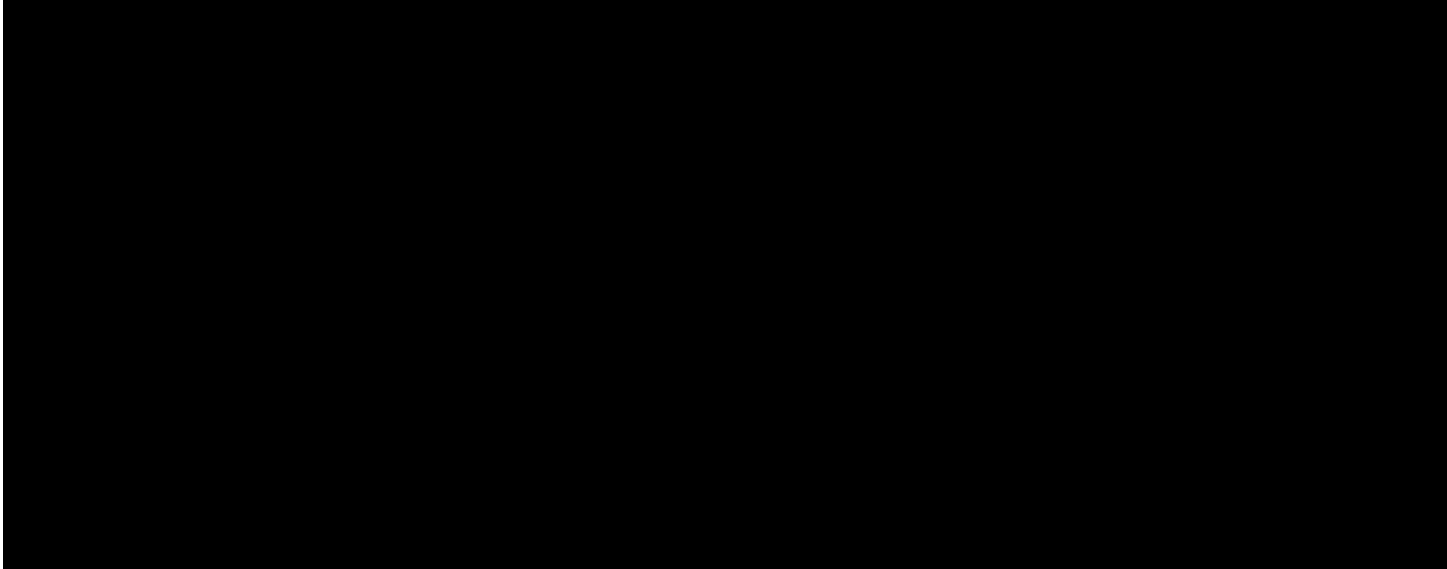




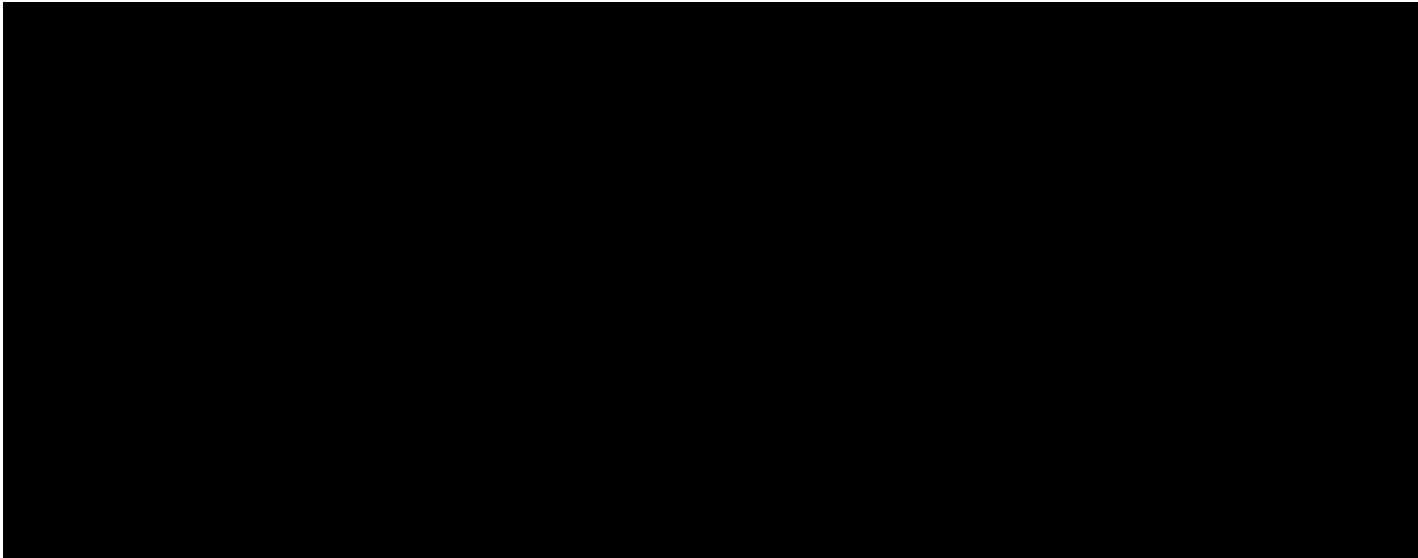
Temperature Control: Secure transport vehicles will include insulated floors and walls, as well as a climate-controlled interior with separate temperature controls for the cab and cargo areas. Pursuant to 538-x-7-.02-3(c)(2), the cargo area of all secure transporter vehicles will be moisture and temperature-controlled to create an environment that avoids and/or prevents deterioration or the loss of efficacy of the cargo.

Fleet Summary

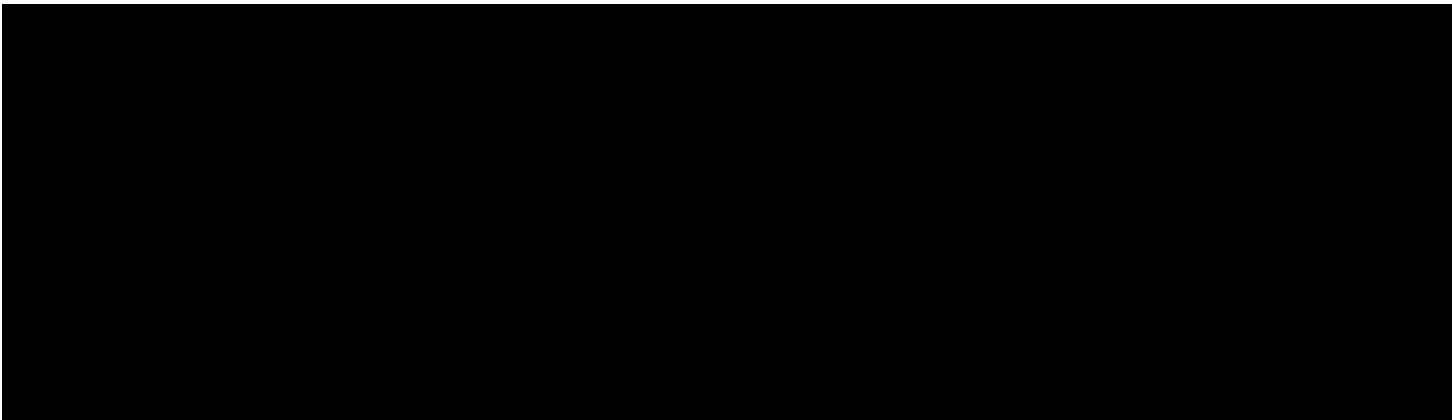
Secure Transport Vehicle 1



Secure Transport Vehicle 2



Secure Transport Vehicle 3





Grounds/Authority for Redactions: This exhibit contains a list of the security features of our secure transportation vehicles. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 28 – Care and Maintenance of Vehicles

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 28 – Care and Maintenance of Vehicles

The Applicant's protocols for the care and maintenance of all vehicles proposed for secure transport of cannabis or medical cannabis.

Our Company takes very seriously the duty to transport cannabis and medical cannabis in a safe, efficient, and professional manner. 538-x-7-.02-3-a. This includes understanding the role that secure transport vehicles play in ensuring the quality and safety of our products as well as for protecting our secure transport drivers and for preventing theft and diversion of cannabis and medical cannabis. A key component of our standard operating procedures for the secure transport of cannabis and medical cannabis is our Secure Transport Vehicle Care and Maintenance Plan. This is because our secure transport operations are only as efficient and as secure as the secure transport vehicles used to carry out those operations. The goal of the plan is the trouble-free operation of our secure transport vehicles to ensure the safety and security of our drivers as well as the safety and efficacy of our products. This Plan is summarized below:

All of our secure transport vehicles will go through a complete maintenance program from the time it is purchased through its entire lifespan in service as a secure transport vehicle. This includes electronically tracking all inspections, service, and work orders. It also includes each vehicle receiving daily, weekly, monthly, semi-annual, and annual inspections.

Daily Inspections: The core components of the daily inspection program are to ensure the cleanliness of all vehicles and to make certain that all security components are operational and functioning properly. The daily cleaning/sanitization inspection includes an interior and exterior wash before the start of each business day, as well as sanitizing all compartments used to securely store cannabis at the end of each business day. We use Sani-Spritz, a commercial grade disinfectant, on all cargo areas for this purpose. The daily inspection also includes inspecting all alarms, cameras, cargo lockboxes, and our GPS system to make certain that they are fully operational and functioning as they should. All security components of our secure transport vehicles must be inspected using the Security Component Checklist at the beginning of each business day by our Vehicle Care and Maintenance Manager (“VCMM”). Duly completed checklists, signed off on by our VCMM, must be electronically logged into Vinity Soft Fleet Manager 5.0, our vehicle maintenance

software (see below for more information), and maintained in hardcopy format for a period of at least two years.

If any security component on a secure transport vehicle is either inoperable and/or not functioning exactly as it should, our standard operating procedures require that that vehicle be removed from the fleet and not be involved in and/or used for the secure transport of cannabis or medical cannabis until the security component has been fully repaired, all security components have been re-inspected, and a vehicle security component report has been completed by the VCMM and signed off on by both our VCMM and our Director of Security.

General safety features like the vehicle horn and all lights are also inspected as a part of our daily inspection program. In addition, secure transport vehicle drivers are required to do a walk-around inspection of their assigned vehicle before beginning their shift for the day and/or before the use of the vehicle for any transport of cannabis or medical cannabis. Any issues noted by the driver that could impact the safety and security of the vehicle, its drivers, and/or its cargo must be reported to the VCMM immediately and the vehicle may not be utilized in any capacity until the VCMM has inspected the vehicle and any issues have been resolved. Secure transport drivers are required to complete the Driver Walk Around Inspection checklist as a part of this process.

Weekly Inspections: Our weekly inspection program includes checking and maintaining vehicle tire pressure, windows, wiper blades, and lighting systems, including all head lights, brake lights, turn signals, running lights, and deflector devices. It also includes checking all vehicle fluids, as well as making sure that vehicle seat belts are intact and operational.

Monthly Inspections: Our monthly inspection program includes checking and maintaining tire tread, brake pads and/or drums, all engine belts and all vehicle fluids (engine oil, transmission fluid, coolant, brake fluid, power steering fluid, and windshield washer fluid). In addition to these monthly inspections, our Vehicle Care and Maintenance Manager is provided with email and text alerts from Vinity Soft Fleet Manager, our vehicle maintenance software, when vehicle components like tires, brakes, and engine belts are nearing the end of their lifespan based on vehicle mileage and other factors so that these components can be replaced before causing any maintenance issues.

Semi-Annual/Annual Inspections: Every six months our secure transport vehicles go through a comprehensive vehicle inspection that fully complies with transport vehicle inspection guidelines promulgated by the Alabama Public Service Commission and the Federal Motor Carrier Safety Administration. This includes, but is not limited to, an inspection (and repair/replacement if necessary) of the following vehicle parts, components, and/or systems: brake system including rotors, pads, and hoses; exhaust system including checking for exhaust leaks; fuel system; lighting devices; steering components; suspension including shocks and springs; frame; wheels and tires; and windshield. These inspections must be carried out by our VCMM or by a service technician under the direct supervision of the VCMM. The VCMM is also responsible for drafting and signing off on the comprehensive report prepared as a part of the inspection process. This report is uploaded into Fleet Manager and is kept in hardcopy format for a minimum of two years.

Random Inspections: The VCMM, Director of Security, or Director of Secure Transport Operations, may request a random inspection of a secure transport vehicle at any time. Our standard operating procedures require that all secure transport vehicles go through at least two random inspections annually.

Vehicle Care and Maintenance Software: As indicated above, we will use Vinity Soft Fleet Manager 5.0 to electronically track the care and maintenance of our secure transport vehicles. Fleet Manager 5.0 allows us to create maintenance programs and service schedules, including service reminders, for all vehicles. The Fleet Manager software also allows us to create work orders for each vehicle and to keep track of their progression from work order creation to work performed to inspection and release of the vehicle back into our secure transport vehicle fleet. Fleet Manager also allows us to track and record inspections and issues, including the creation of inspection reminders, printing inspection forms, and electronically recording actual inspections with service technician comments and photos. The Fleet Manager software creates a service history for each vehicle so that we can instantly see when a certain task and/or maintenance was performed and by which technician. Fleet Manager also: allows us to efficiently manage our parts inventory; monitors fuel consumption and fuel economy; provides real time notifications of upcoming

required inspections and maintenance; provides renewal reminders; and tracks recall information from the National Highway Traffic Safety Administration.

Importantly, our Company is already very familiar with Vinity Soft Fleet Manager because we currently use it to manage our fleet of vehicles for our largescale commercial nursery and trucking companies. One of the features that makes the Fleet Manager software ideal for tracking the care and maintenance of secure transport vehicles is the security and permissions function that allows us to manage which employees can see, create, edit, or delete information in the system.

Vehicle Care and Maintenance Manager: The VCMM is the employee who oversees the care and maintenance of all secure transport vehicles. He/she is ultimately responsible for overseeing our secure transport vehicle care and maintenance programs and for ensuring that our care and maintenance policies and procedures, including, but not limited to, our preventative maintenance inspections, are followed and properly documented. All vehicle maintenance technicians report directly to the VCMM.

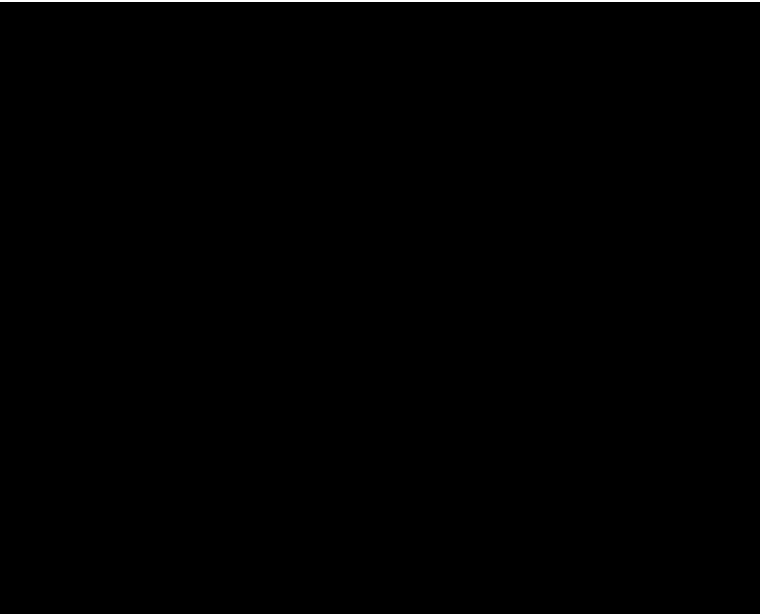
REDACTED COPY

DAILY VEHICLE INSPECTION REPORT

REPORT NUMBER	FLEET UNIT NUMBER	DATE
---------------	-------------------	------

INSPECTOR'S NAME	FACILITY STREET ADDRESS
VEHICLE IDENTIFICATION (■) AND COMPLETE <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER	CITY, STATE, ZIP CODE

OK	NEEDS REPAIR	ITEM
		BRAKE SYSTEM a. Service brakes b. Parking brake
		EXHAUST SYSTEM a. Any leaking at a point forward of or directly below the driver/sleeper compartment.
		FUEL SYSTEM a. Visible leak b. Fuel tank filler cap missing c. Fuel tank securely attached
		LIGHTING SYSTEM a. Headlights b. Brakelights c. High-beams d. Interior lights
		FRAME a. Dents, holes, rust, or any other frame damage that could compromise the integrity of the motor vehicle
		WHEELS/RIMS a. All wheel bolts attached securely
		TIRES a. Tire pressure b. Tire punctures c. Tire pressure and visual inspection for spare tire
		WINDSHIELD WIPERS a. Windshield wipers functioning at all speeds b. Windshield wiper fluid sprayer
		HORN a. Horn functioning
		TEMPERATURE/HUMIDITY a. Cargo area temperature at acceptable level b. Cargo area humidity at acceptable level



OK	NEEDS REPAIR	ITEM
		CLEANING/SANITIZATION a. Interior wash (start of day) b. Exterior wash (start of day) c. Sanitization of all compartments used to securely store cannabis (end of day)

VEHICLE CARE AND MAINTENANCE MANAGER NAME
VEHICLE CARE AND MAINTENANCE MANAGER SIGNATURE
DATE



Grounds/Authority for Redactions: This exhibit provides the actual routes to be used by our secure transport vehicles from our cultivation facility to our dispensing sites. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 29 – Route Plans

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 29 – Route Plans

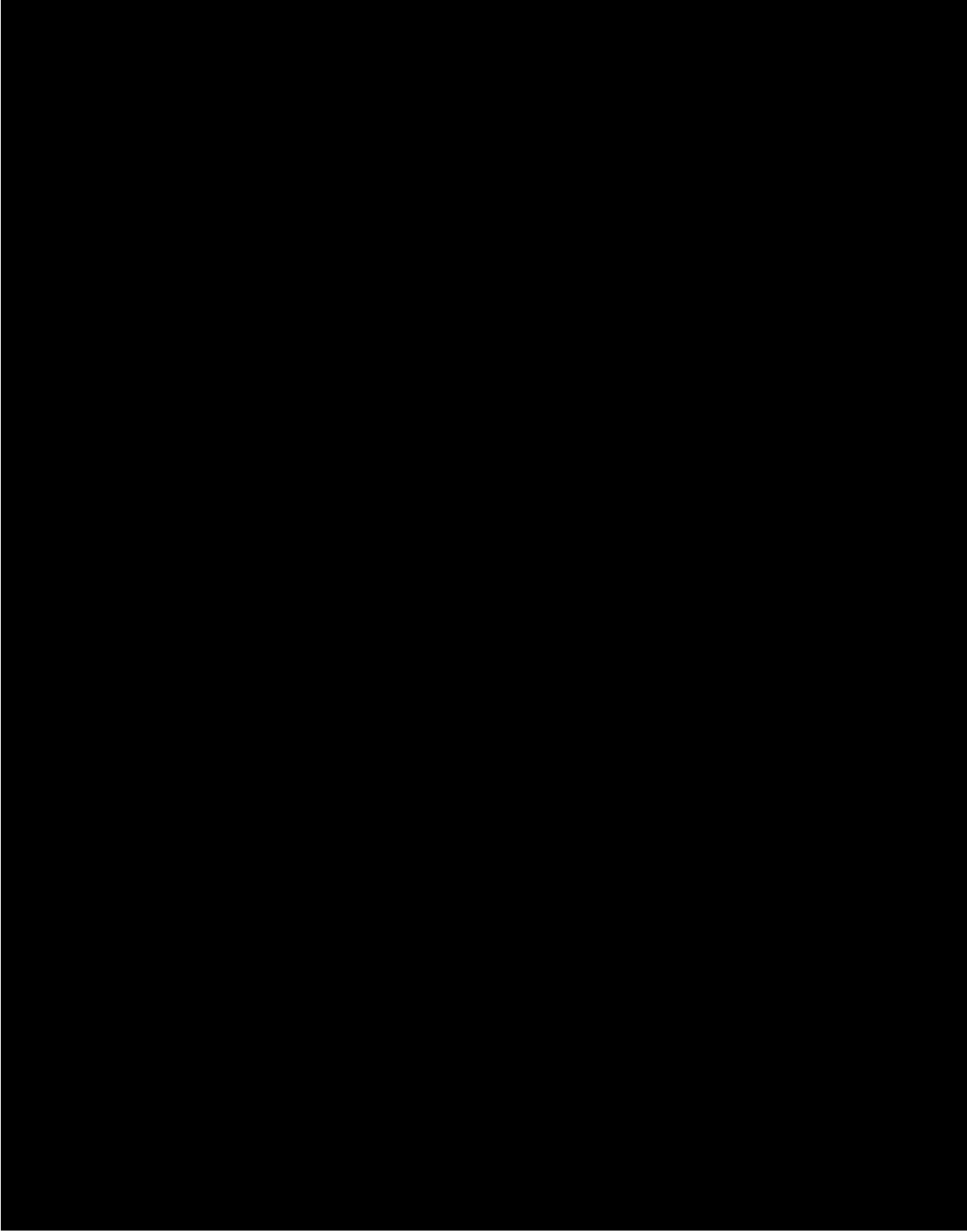
Exemplar or, if available, proposed, if not copies of actual route plans for all proposed secure transport vehicles, for inclusion in the Statewide Seed-to-Sale Tracking System.

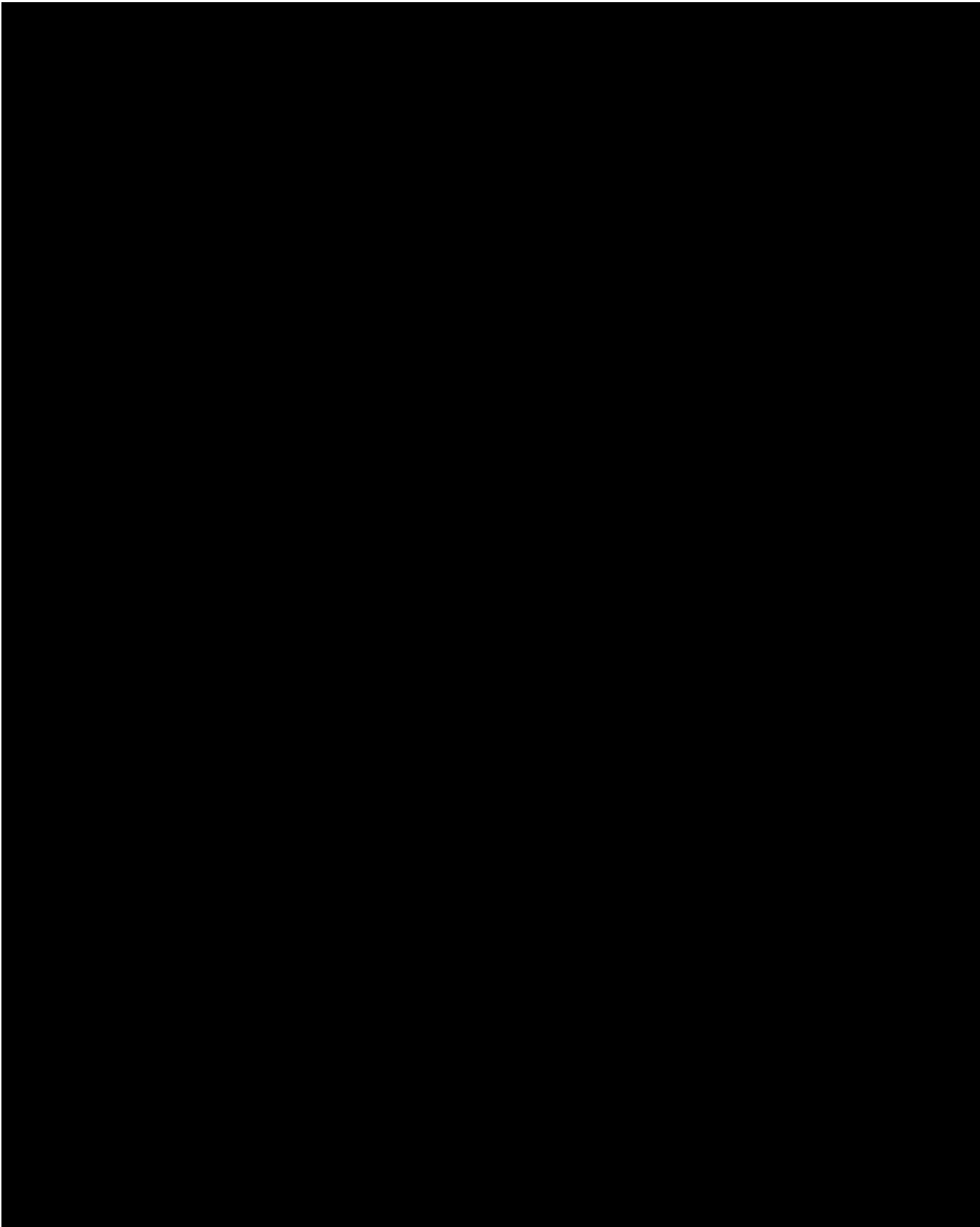
Flowerwood Medical Cannabis, LLC is applying for an Integrated Facility license.

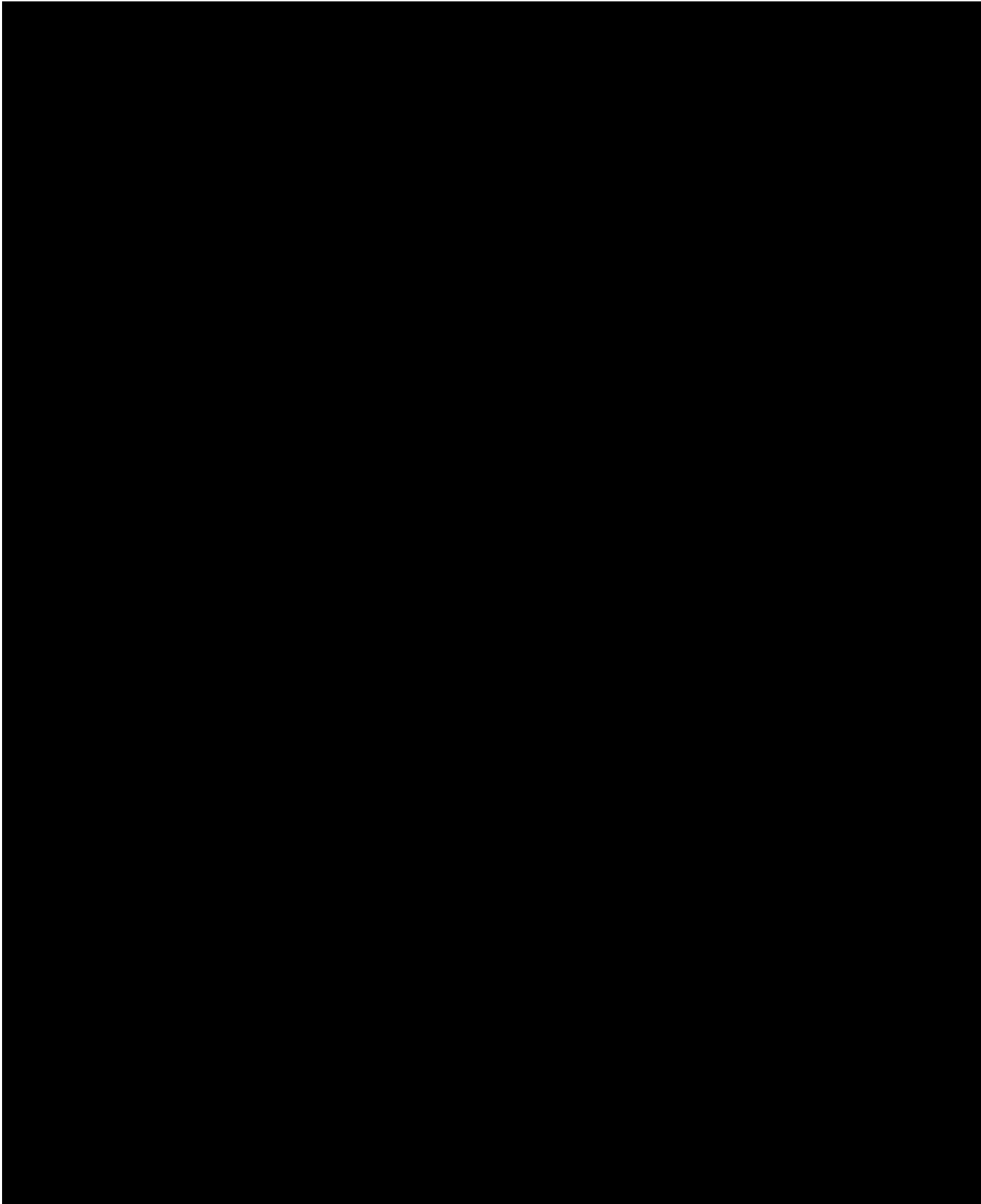
Because we have already fully secured our cultivation/processing, secure transportation, and five (5) dispensing site locations, we are able to provide below actual route plans for all proposed transport vehicles for inclusion in the Statewide Seed-to-Sale Tracking System. Our Company also already owns a fleet of three (3) Ford Transit Connect XLT Cargo vans that we intend to use for the secure transportation of cannabis and medical cannabis. These vans will be customized with security and storage features that meet and/or exceed the requirements of all applicable laws and regulations, including, but not limited to, 538-x-7-0.1-0.10. Our secure transportation security center, as well as all of our secure transportation vehicles, will be located at the same site as our cultivation/processing facility, and all secure deliveries of cannabis and medical cannabis will originate from our cultivation/processing center.

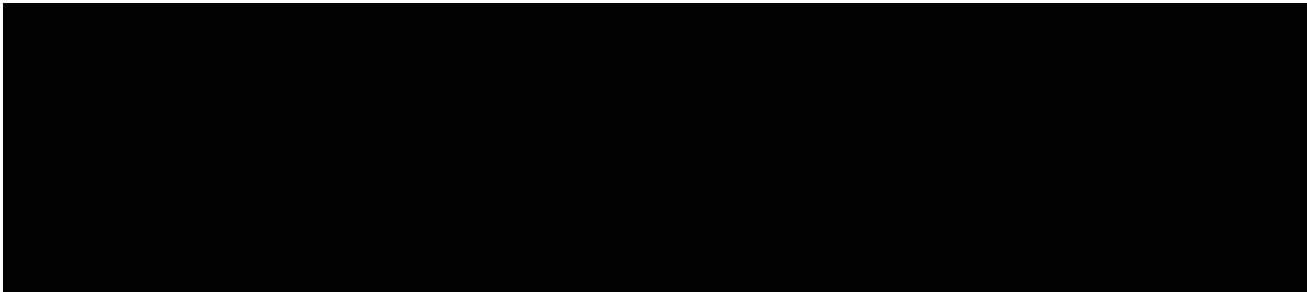
Pursuant to 538-x-7-.06-1, prior to transport, we will enter into the Statewide Seed-to-Sale Tracking System (i.e., METRC) the route plans and manifests (containing the information as set forth in Rule 538-c-7-.07) of any vehicle transporting cannabis or medical cannabis. As required by 538-x-7-.03-2.c(8)(e)(xiii), and our standard operating procedures, secure transport vehicles carrying cannabis or medical cannabis must adhere to the designated route at all times. If an alternate route is necessary, the secure transport driver must contact our security office and note the change on the route plan. All of our secure transport drivers must also document all stops in transit for refueling or otherwise, including the reason for the stop, the duration of the stop, the location of the stop, and all activities of employees exiting the vehicle. All secure transport route plans, as well as transport manifests, transport logs, freight bills, bills of lading, and any free-on-board terms of sale documents, maintenance and repair records, and insurance records will be stored both physically (in hardcopy format) and electronically as to all vehicles in our fleet for a period of not less than two years (or longer if requested by the Commission or by law enforcement). 538-x-7-.03-2.c(8)(e)(xv).

Route Plans





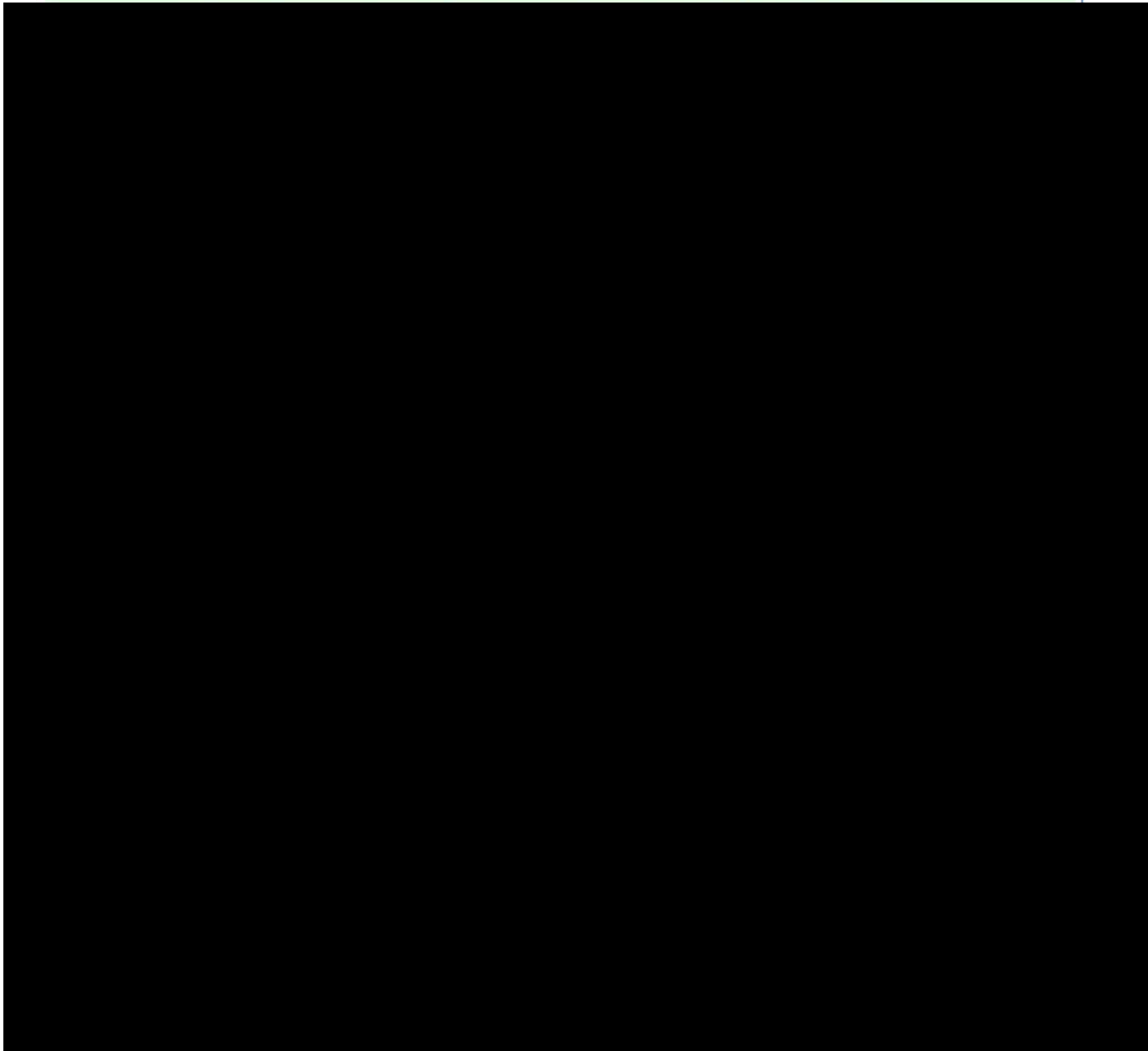




METRC®

CANNABIS TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any cannabis. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.



Grounds/Authority for Redactions: This exhibit contains detailed descriptions of the security features, including access controls, for our proposed facilities. Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 30 – Plan for Segregation of Processes Within and Transportation Between Facilities

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 30 – Plan for the Segregation of Processes

The Applicant must provide a plan for keeping strictly separated all aspects of production, including cultivation of cannabis, the processing or medical cannabis, the dispensing of medical cannabis, and the secure transport of cannabis and medical cannabis to and from its facilities.

Our Company is committed to providing Alabama patients with the highest quality medical cannabis products. The only way to accomplish this is through strict biosecurity practices that segregate all aspects of production. This goes far beyond the structural biosecurity of having separate secure areas in our facility for each aspect of production, or even having separate secure areas for each specific function within each aspect of production (e.g., separate secure vegetative, flowering, drying, curing, and trimming areas within the cultivation aspect of production). Of course, such segregation of processes is of critical importance and our facility is deliberately designed to incorporate it. However, truly segregating processes to achieve strict biosecurity also requires robust employee hygiene protocols, as well as policies and procedures for controlled access such that access to cannabis and medical cannabis, including to all of the secure segregated areas of our facility, are limited to essential personnel only. Operating in this manner not only avoids contamination in the first place but it also prevents cross-contamination should there be an issue in one part of the facility. Our plan for the segregation of all aspects of production is described below.

I. Biosecurity Through Physical Separation of Processes (Cultivation/Processing)

One of the most effective ways to control pathogens and pests in a growing environment is through preventative measures. Strict biosecurity practices will be followed at all times to deter the possibility of pest infestations to crops.

1. Cultivation areas will be in a separate zone of the building from administrative, post-production, lab, packaging and storage areas.
2. Entrances, exits and loading areas will all have several sanitation barriers, including cleanroom mats, before allowing access to the rest of the building.
3. All grow rooms will be sealed and self-contained to prevent cross contamination of plant batches. This includes:

- a. Quarantine areas will have sealed, but direct access points to outside areas, so any biological matter (i.e. seeds and clones) entering the building will not pass through the rest of the facility until they have been monitored, tested and deemed not a contamination risk by our head grower.
 - b. Each of these areas will have separate filtered HVAC systems designed to prevent any type of pest from being able to enter the room.
 - c. Additionally there will be sanitation areas where all shipments of cultivation supplies such as substrate, containers, fertilizers, tools etc. can be inspected and disinfected before being brought into the cultivation zone.
4. Grow rooms and propagation areas will be positively pressurized to prevent entrance of any unwanted pests.
 5. There will be no gaps in the facility which could allow pests or spores to enter. All openings in the building, such as penetrations for utilities will be appropriately sealed to prevent the entrance of insects.
 6. Measures will be taken outside the building to prevent pathogens from entering as well.
 - a. There will be a 20 foot gravel perimeter around the exterior of the building and the remaining grounds will be mowed regularly.
 - b. The area will be properly drained to prevent excessive moisture leading to pest breeding grounds.
 - c. We will also withhold planting any landscaping within direct proximity of the building to ensure there is no potential of harboring insects.

Cannabis Room Designations: As indicated above, the facility will be compartmentalized with segregated, restricted-access, rooms for the following types of cannabis based predominantly on plant maturity, the usability of the cannabis or medical cannabis, and the readiness of the medical cannabis for distribution. The segregation of these rooms will ensure optimal health and ultimate quality of plants by reducing the risk of cross-contamination:

1. Fresh Room. Newly received ingredients, or materials, such as cannabis seeds, cuttings, clones, and immature cannabis plants will be stored in this room for at least 24 hours to ensure they are viable and free of contaminants.

2. Germination Room. This room will house infantile seeds until a taproot visibly emerges indicating its viability and readiness for the seedling stage (up to 10 days).
3. Seedling Vegetation Room. Plants will grow rapidly here and quickly begin to produce new sets of leaves with nearly 24 hours a day of light for up to 18 weeks until buds begin to appear.
4. Flowering Room. Once buds have begun to appear, plants are moved to this room to fully produce their buds and begin to flower. The highly controlled environment in this room, pertaining to factors such as lighting, temperature, and humidity, will determine the final product's potency, smell, taste, and overall yield. The plants will grow in this room for up to 14 weeks. As the majority of each developing plant's pistils determines its readiness for harvest, the plants will be cut down and moved to the Harvest and Cure Room.
5. Harvest and Cure Room. In this room, plants are pruned and hung upside down to dry in a light, temperature, and humidity-controlled environment for 7-14 days.
6. Pending Room. Once cannabis has been completely cured and trimmed, it is stored in this room awaiting release for distribution to an approved testing laboratory for required testing.
7. Quarantine Room. If at any point a plant is suspected to be compromised in terms of quality with contaminants or elements such as mold, pests, or disease, it will be isolated within a confined and sealed cubicle within this room. This room will also house any cannabis that has been returned as part of a complaint or recall along with any remaining cannabis belonging to the suspicious batch. Cannabis will remain housed in this room until a final determination has been made on its usability.
8. Usable Room. Cannabis that has received reports confirming it meets testing specifications and quality control standards will be packaged, labeled and stored in this room until ready for distribution. Cannabis that is being stored as retention samples is also stored in this room.
9. Unusable Room. Cannabis that may not be distributed because it has received a written report that confirms that the test results for usable cannabis do not meet specifications for total yeast, mold count, or other contaminants.

10. Waste Room. Cannabis that is either deemed internally to be contaminated or diseased or cannabis that has received a written report confirming that the test results of the representative sample do not meet specifications outside of yeast and mold count. Cannabis will remain in this room until it is destroyed and rendered unusable, per our internal standard operating procedures for cannabis destruction.

II. **Biosecurity Through Environmental Controls (Cultivation/Processing)**

Systems Controls: Each room within the facility where cannabis is cultivated, processed, or stored will be outfitted with self-regulating environmental monitoring and control systems that are remotely accessible and feature notification alerts in the event of any irregularities. Systems will be pre-set to ensure environmental conditions that are ideal to each room type and its function at any given moment and adjusted accordingly based on plant behavior. To ensure quality, environmental factors that will be monitored and controlled for ideal conditions include:

1. **Temperature**. Temperatures will be kept at 72-78 degrees Fahrenheit for Cultivation rooms and 60-68 degrees Fahrenheit for storage rooms.
2. **Humidity and Mold**. Humidity will be kept at 30-60% depending on each room's function and stage. Monitors will detect and alert any indicators of mold development.
3. **Atmosphere**. Carbon Dioxide (CO₂) levels will be kept at 400-1500 PPMs depending on each room's function and stage. Oxygen (O₂) levels will be monitored to ensure plants are both receiving and emitting proper levels of oxygen. Adequate airflow, ventilation, and pressure will be maintained through infinite loop action.
4. **Light Levels**. Light levels will be set to the ideal Photosynthetic Active Radiation (PAR) levels and set on timers to ensure ideal ratios of light and darkness for each room's function and stage.
5. **Irrigation and Fertilization**. Cultivation rooms will be equipped with irrigation systems that are set to ensure adequate levels of water volume, frequency, PH balance, even distribution, moisture content, and nutrients for every stage of plant growth.

Biosecurity: The facility will be designed and retrofitted with respect to optimal biosecurity to ensure quality assurance and control of cannabis through structural

mitigation of contaminants. All entry and exit points will have sanitation barriers to prevent introduction of external contaminants into the facility. Each room designation listed above will be sealed and self-contained to eliminate risk of cross contamination. All entry and exit points as well as all internal doors that contain live plants will be equipped with air barriers that protect against environmental factors from entering such as insects, dust, exhaust, smoke, odors, and temperatures. The “Fresh Room” will be accessible through a dedicated secured entry and sanitation barrier to avoid transporting newly received materials through the facility.

Pest Control: The facility will be built out to ensure that there are no gaps that would allow for pests or spores to enter. Any essential structural openings will be sealed. Regular pest control maintenance will be conducted outside of the building.

III. Biosecurity Practices (Cultivation/Processing)

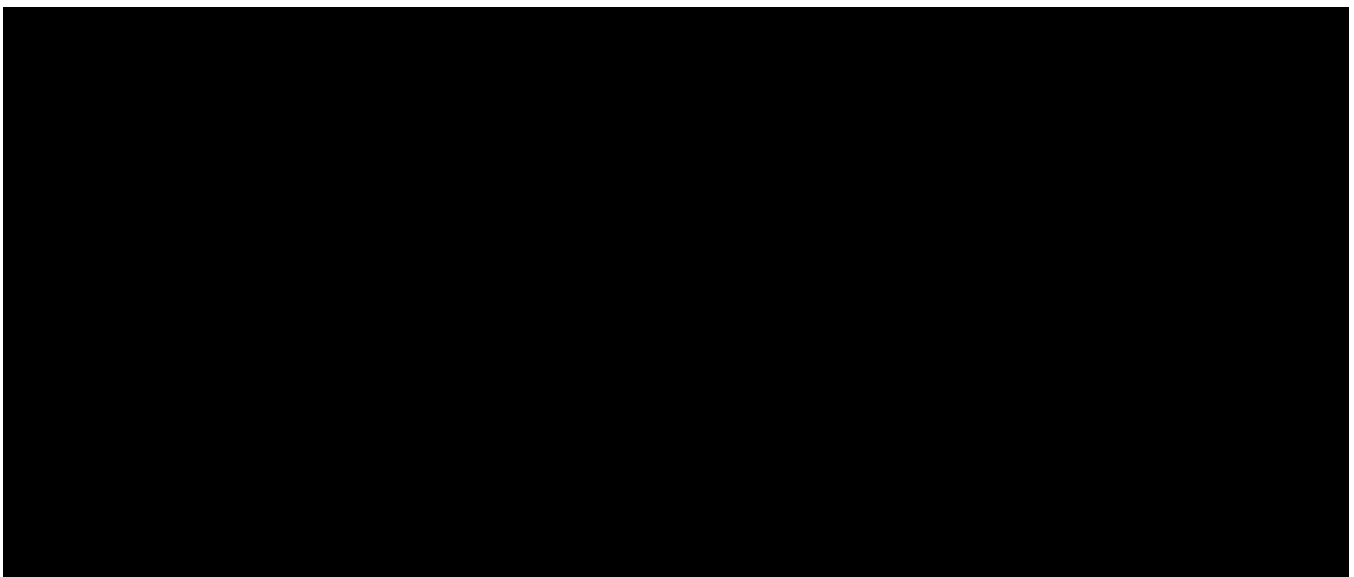
Cleanliness and good handling practices will be taken into consideration during the day-to-day operation of our facility.

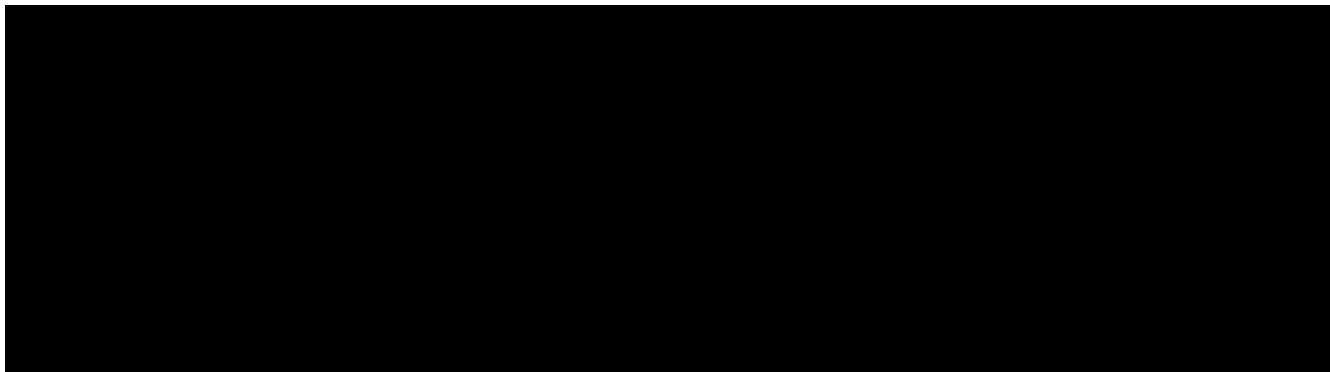
1. Each cultivation area and all supplies must be sanitized accordingly.
 - a. Propagation and grow rooms will be cleaned with ethanol on a daily basis and sanitized completely in between batches of plants being grown in them. Tables and drains will be sanitized regularly.
 - b. All tools and equipment will be sanitized with ethanol both immediately before and after each use and stored in the proper location.
 - c. There will be one set of tools and sanitation materials per room and they will never leave said room to prevent any type of cross contamination.
 - d. Waste and plant material generated in each room will be immediately sealed in a bag and then removed from the facility via the most direct route and stored in proper location until destroyed or removed from the premise, after inventory procedures are followed.
 - e. Hallways and walkways will be sanitized throughout the day on a daily basis.
 - f. Sticky mats will be placed outside of every door, preventing spread of pests via foot traffic. These will be replaced daily at a minimum and whenever heavy use creates additional need.

2. Since rotting plant material is a major attractant and food source for pests, mold, and disease, plants will be groomed regularly, and all dying or dried leaves will be removed immediately. Cultivators will ensure that the tables and pots remain free from rotting material as well.
3. Dried flowers will be stored in airtight containers off the ground to prevent insects from contaminating material when in final storage.

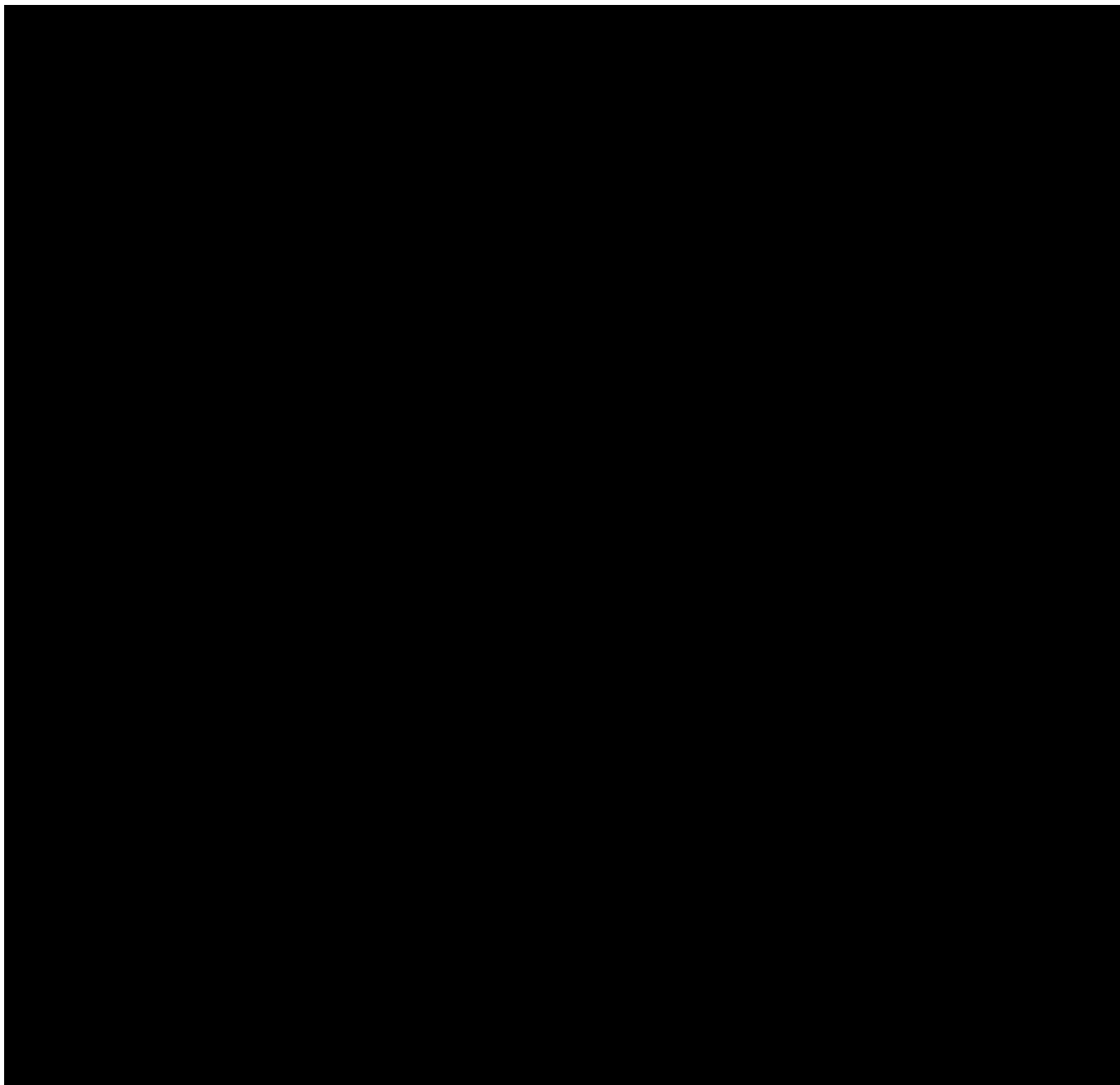
Employee Hygiene: Employees will practice good hygiene and will take preventative measures when handling plants or plant material. All employees will be provided sanitary uniforms that must be kept at the facility and worn during all shifts. Uniforms are washed every day and never leave the facility, reducing the risk of bringing in outside contaminants. Employees will keep shoes at the facility specifically to be worn only in the cultivation and production zones. Employees will be provided a locker room, private changing rooms, and uniform laundry services. Employees will be required to wear additional protective clothing when handling live plants, such as a lab coat, gloves, and a mask. Employees must thoroughly wash their hands upon entering the facility, after using the restroom, after all breaks, between tasks, and before and after changing gloves. Long hair must be securely pulled back. Employees will be required to wear hairnets and employees with facial hair a beard net. Authorized visitors must wear hygienic coveralls such as Tyvek suits when on the premises if they are to come into contact with any limited access or restricted access production area.

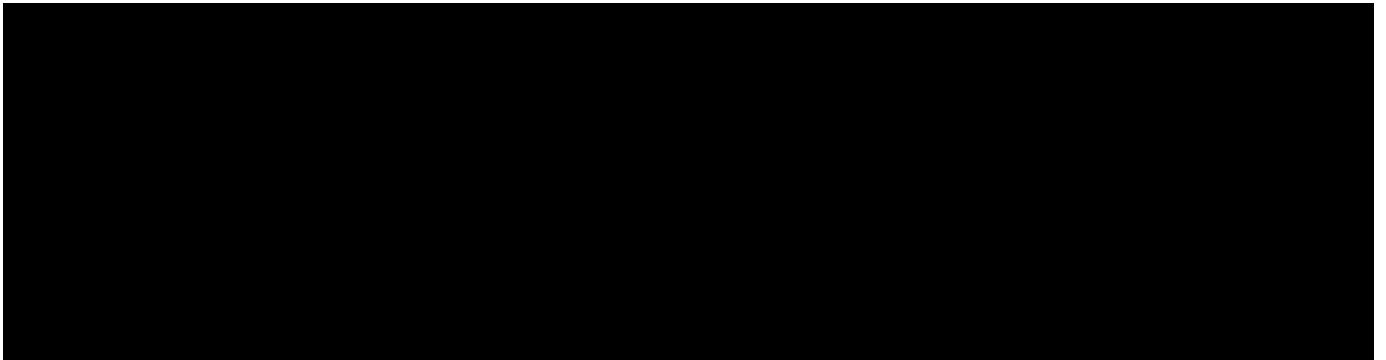
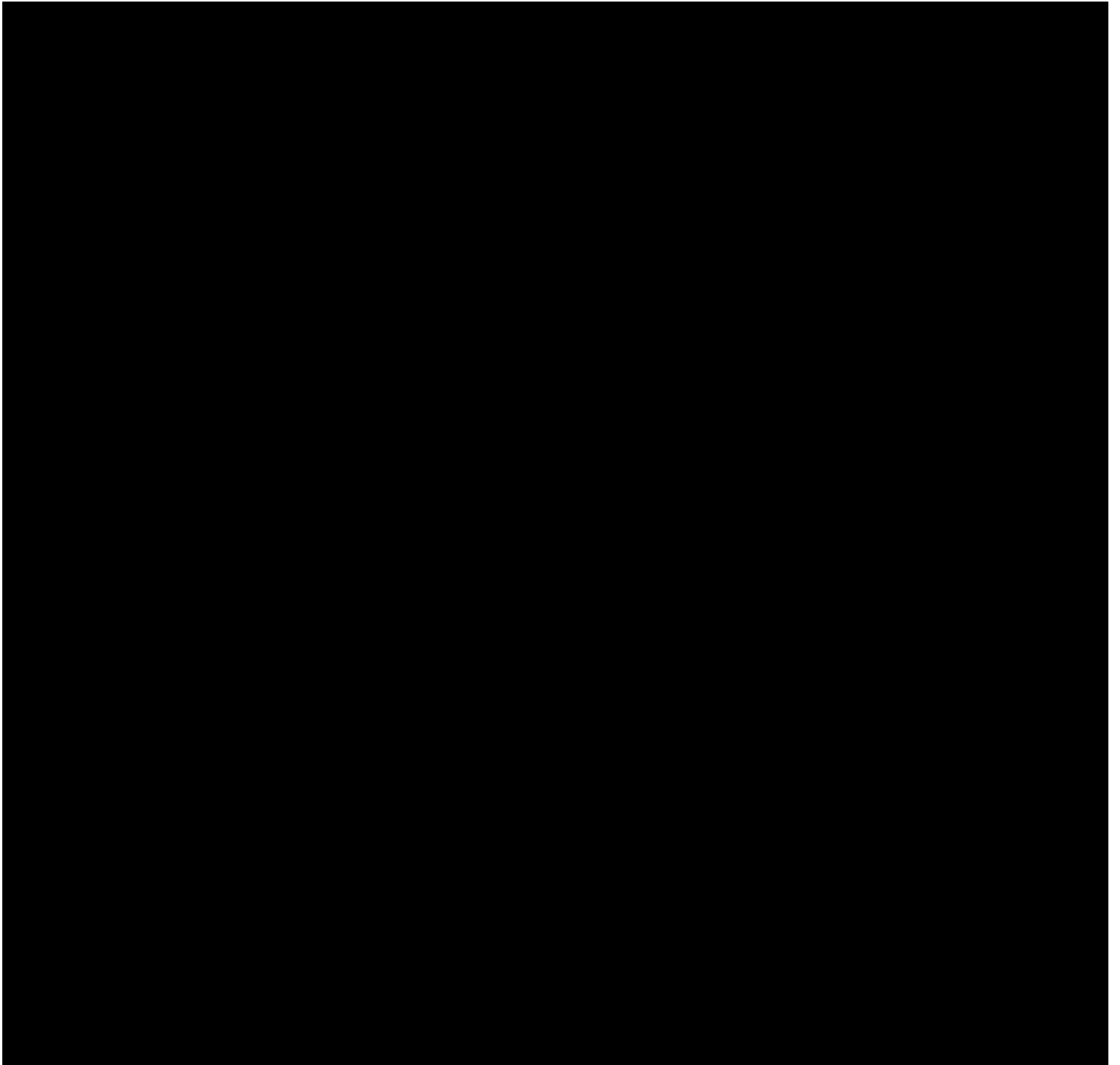
IV. Biosecurity Through Controlled Access (Cultivation/Processing)





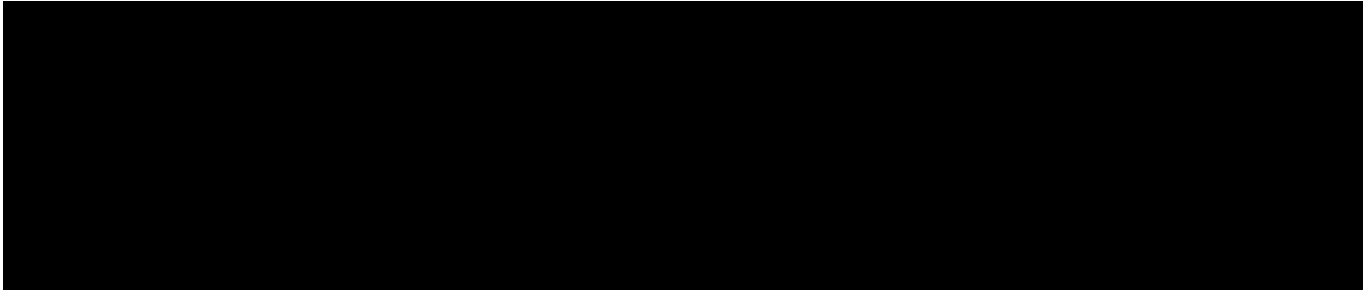
V. Segregation of Processes at Dispensing Sites





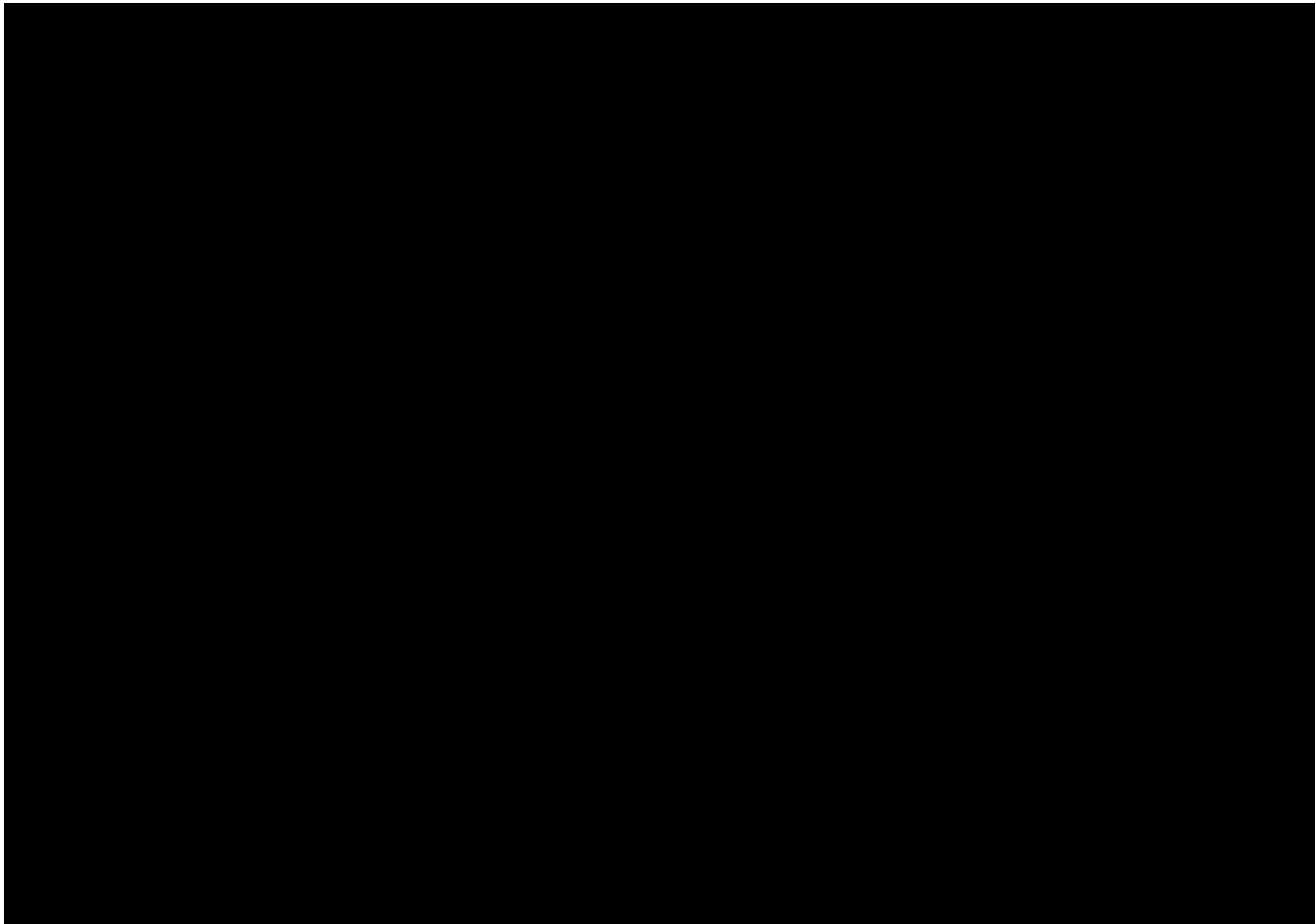
Quarantine of Product: It is required that the Dispensary Manager or Certified Dispenser be notified immediately upon the identification and/or reception of any expired, damaged, deteriorated, mislabeled, contaminated, recalled, or opened or otherwise breached medical cannabis product. It is also required that any such expired, damaged, deteriorated, mislabeled, contaminated, recalled, or opened or otherwise breached products be immediately transferred to our separate locked limited access Quarantine Product Lock Box located within the Vault Room. All affected medical cannabis products will be stored in commercial-grade, lockable and air-tight storage bins for safe storage of quarantined products. These storage bins will be used as single-purpose, dedicated units for the secure storage of specific types of quarantined products (e.g., one bin for expired products, one bin for contaminated products, one bin for recalled products, etc.). The purpose of this segregation system is to: a) Allow for the proper investigation and/or examination of the products without risk of confusion, cross-contamination, or other concerns which could impact the integrity of an investigation and/or examination; b) Facilitate the organization of recalled/damaged products; c) Facilitate the accuracy and integrity of any recall activities and related record keeping requirements; d) Facilitate the orderly and proper destruction, disposal, or removal of these products from the dispensary. Further, using the Vault Room to quarantine these products allows the dispensary to keep all such products highly secured until they can be properly destroyed, returned to the grower/processor, or otherwise disposed of.

Sanitation of Storage Areas: All storage areas and storage containers will be kept clean and sanitary in a manner that inhibits pests or spoilage. Because the Vault Room cannot be accessed by cleaning contractors, employees with the appropriate clearance will maintain the cleanliness of this room. Bi-weekly, or more frequently if needed, two employees with the proper clearance will sweep and dust the room and remove any garbage or debris. Each will visually inspect the room to ensure it is free from insects, rodents or other pests. All employees cleaning this area will be required to use protective equipment including: hair net or hat, hand gloves and disposable shoe covers.



VI. Segregation of Processes in Transportation

Pursuant to 538-x-7-.03-8.e.(xi), individual batches of cannabis or medical cannabis prepared for storage or transport must be appropriately labeled and inserted in containers prior to transport. Batches shall be bar-coded, QR coded, or otherwise digitally coded to identify the following: a) The batch number(s) or plant tag number(s); b) The contracting licensee; c) Facility of origin; d) The type of product; e) The date of harvest and/or processing and packaging, as applicable; and f) The date of the last State Testing Laboratory approval.



Grounds/Authority for Redactions: This exhibit contains detailed floor plans for each our proposed facilities, including the location of restricted access areas and of all security features (alarms, cameras, panic buttons, etc). Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 31 – Facilities

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 31 – Facilities

As an Integrated Facility, the Applicant intends to operate six (6) facilities: one (1) facility where cultivation, processing, and secure transportation will be co-located, and five (5) dispensing sites. We address below the requirements of Exhibit 31 (Sections 31.1 through 31.9) for each of these facilities, distinguished by Facility number headers, beginning with Facility #1.

Facility #1

31.1 Facility name and Type

Facility Name: FlowerMedic Cultivation and Processing Facility

Facility Type: Cultivation Facility and Processing Facility (co-located)

31.2 Physical Address and GPS Coordinates of Facility

15315 Kelly Road

Loxley, AL 36551

GPS Coordinates: 30°38'44.3"N 87°45'45.5"W

31.3 Aerial photograph of Facility

Site boundaries are identified in red.



31.4 Proof of Authorization to Occupy Property

The Applicant leases the property at 15315 Kelly Road, Loxley, AL 36551, as identified above. See attached lease agreement (identified as “Attachment A to Exhibit 31 – Cultivation and Processing Lease Agreement”)

31.5 Local Jurisdiction Approval

The Applicant has obtained a letter from City of Loxley Community Development Director Jonathan I. Smith, indicating the City’s support for the Applicant’s Integrated Facility License application and for its location of that facility in Loxley. The letter states “[should the Applicant] be awarded a license my office will work closely with them to make sure that any future medical cannabis facility meets all zoning requirements and other applicable ordinances.” This letter is attached as “Attachment B to Exhibit 31 – Loxley City Letter of Zoning Support.”

The Applicant has also obtained a letter of support from Loxley Police Department Chief John Cason, indicating the Department’s support for the Applicant’s Integrated License application and for the location of that facility in Loxley. The letter also reiterates the Applicant’s plan to consult and collaborate with the Loxley Police Department to implement and ensure the efficacy of their security plan and practices, which includes the Loxley Police Department providing off-duty officers as security guards at the cultivation, processing, and dispensary sites in Loxley. This letter is attached as “Attachment C to Exhibit 31 – Loxley Police Department Letter of Support.”

The Applicant has additionally obtained a letter from Representative Donna Givens, Alabama State House, District 64, indicating her support for the Applicant’s Integrated License application and the location of that facility in her district. Representative Givens, who also serves as Chair of both the North and Central Baldwin Chambers of Commerce, as well as on the board of the South Baldwin Chamber and the South Baldwin Regional Medical Center, states in her letter, “I can assure you that my office and I will be working closely with [the Applicant] to make sure there is proper governmental oversight and assistance for their endeavors, whether it's encouraging workforce development to fill the jobs this venture will create or navigating the zoning ordinances inherent in the local

governmental process.” This letter is attached as “Attachment D to Exhibit 31 – Representative Donna Givens Letter of Support.”

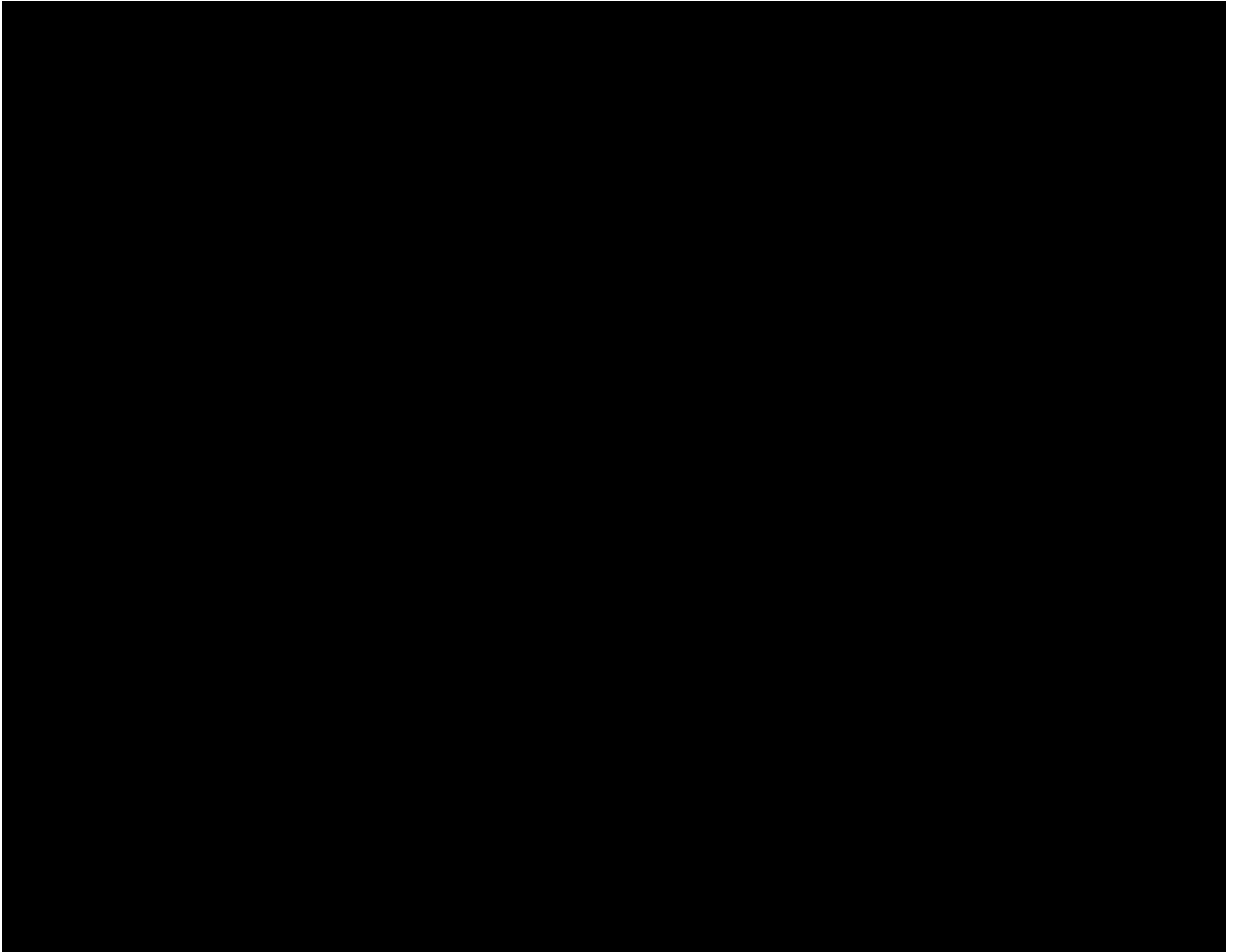
The Applicant has also obtained a letter of support from Alabama State Senator Greg Albritton, District 22. Senator Albritton states that he would “feel blessed to get to represent [the Applicant] as part of [his] district.” This letter is attached as “Attachment E to Exhibit 31 – Senator Greg Albritton Letter of Support.”

Finally, as the parcel of land located at 15315 Kelly Rd. Loxley, AL 36551 where the cultivation and processing facility is proposed to be located falls partially under the jurisdiction of Baldwin County, the Applicant has obtained a zoning verification letter from Baldwin County verifying that the parcel is zoned RA, which permits the use required for the cultivation and processing of medical cannabis. This letter is attached as “Attachment F to Exhibit 12 – Baldwin County Zoning Verification.”

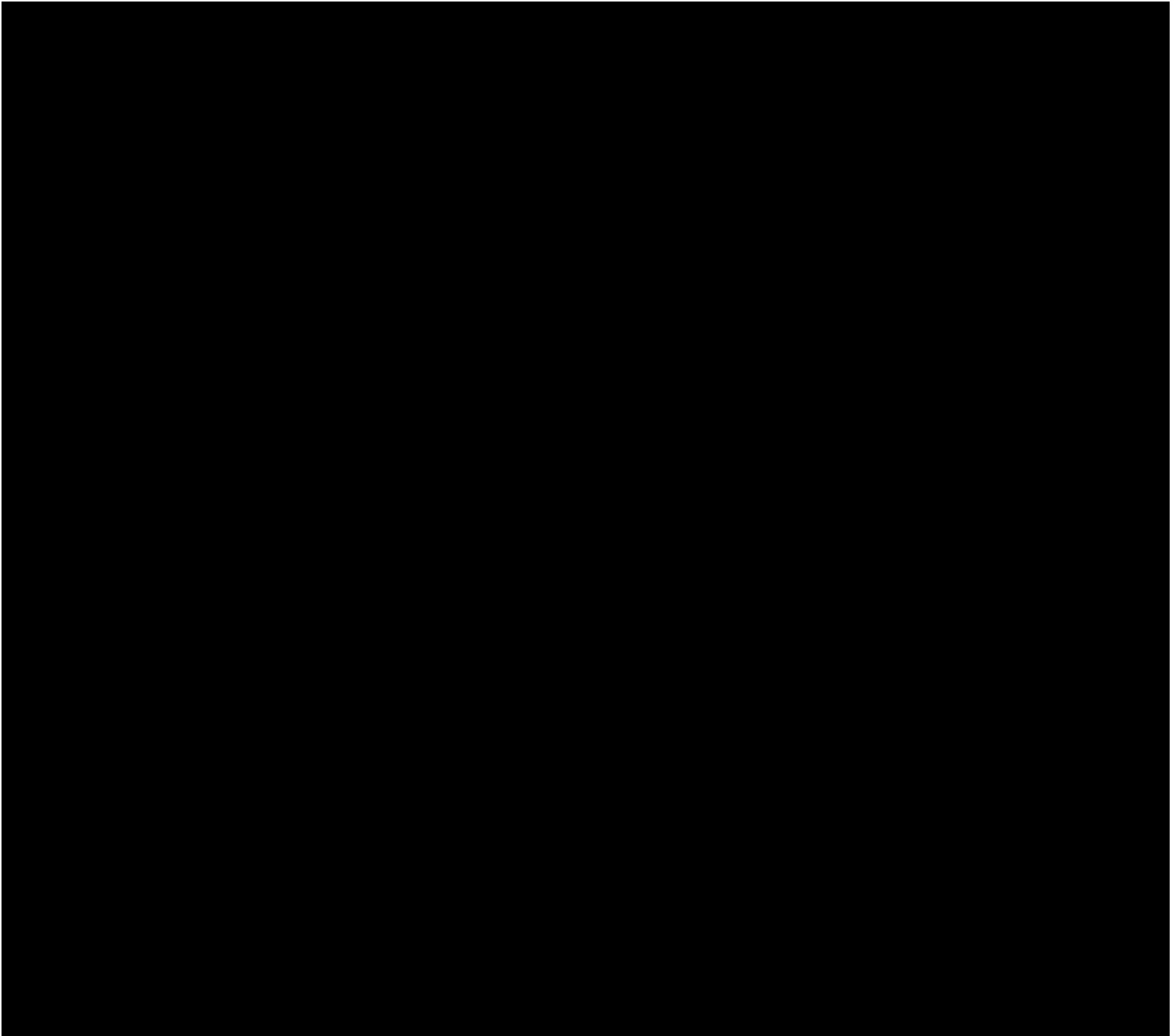
31.6 Floor Plan of Facility

The Applicant has provided below a floor plan, a security access plan, and a security device plan, as well as a site plan in the respective order, for the proposed cultivation and processing facility at 15315 Kelly Road Loxley, AL, as identified above. Except for the Site Plan, each floor plan type separately shows the South and North end of the Facility.

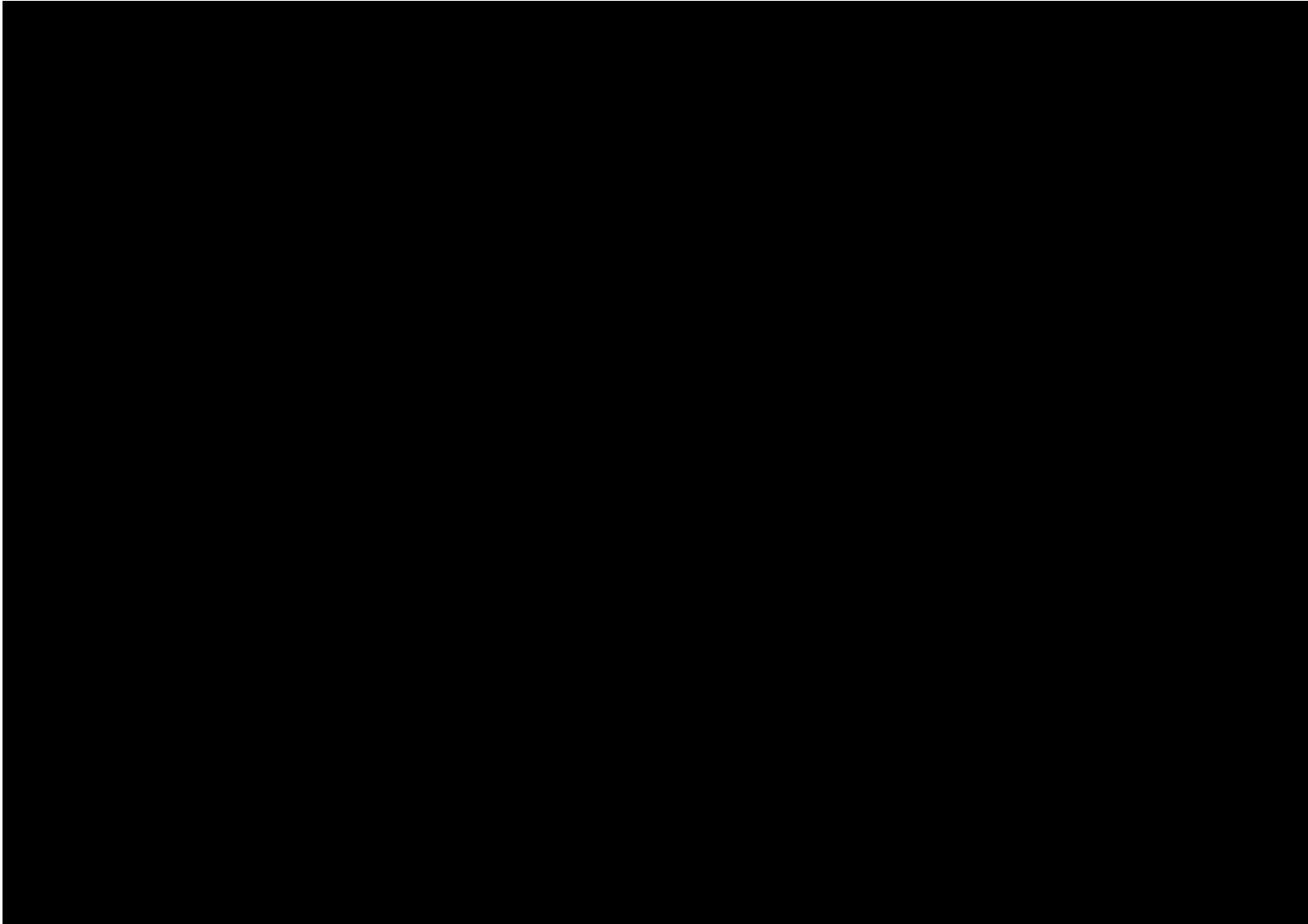
Floor Plan North - Cultivation



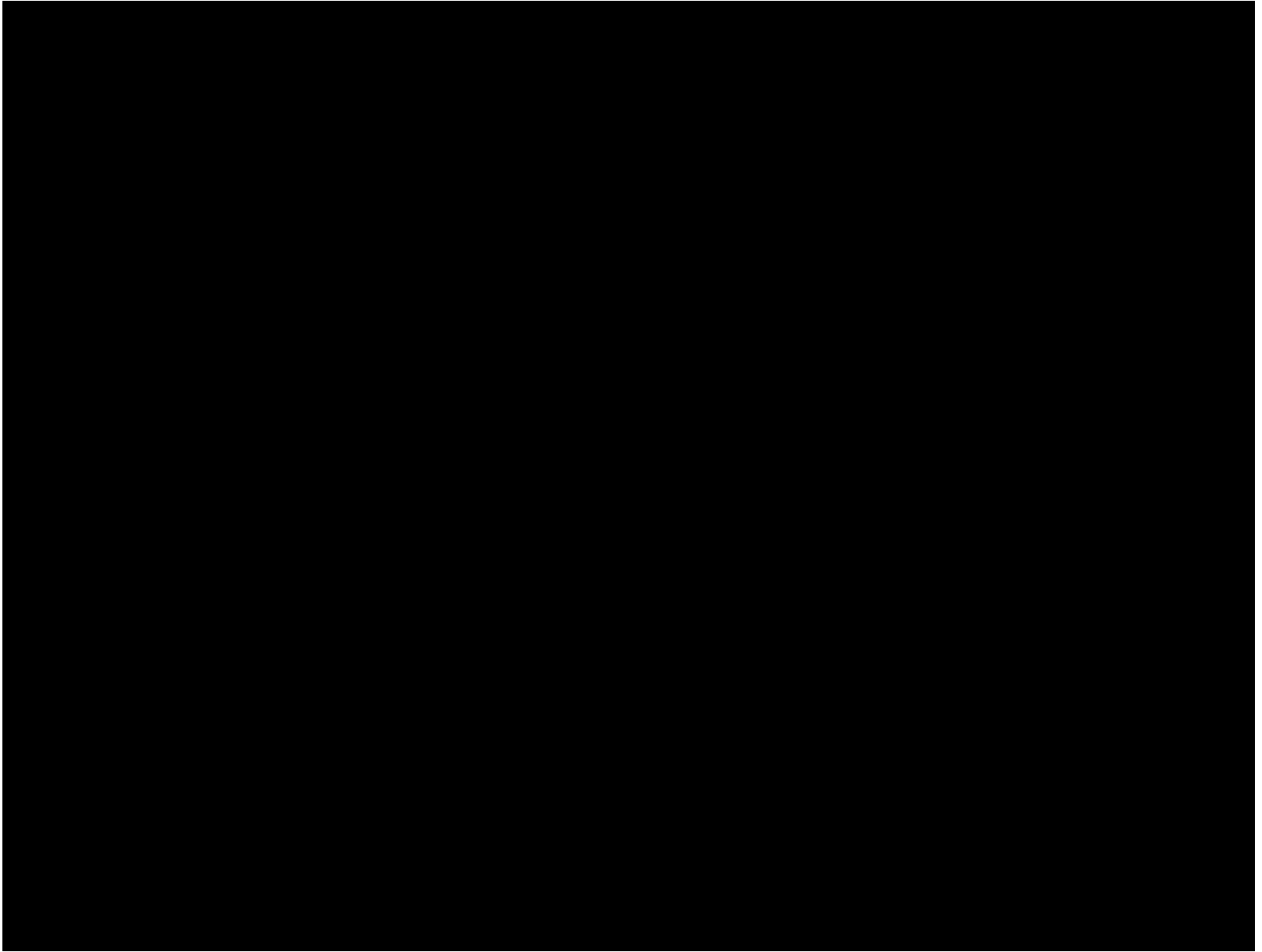
Floor Plan South - Admin and Operations



Security Access Plan North – Admin and Operations



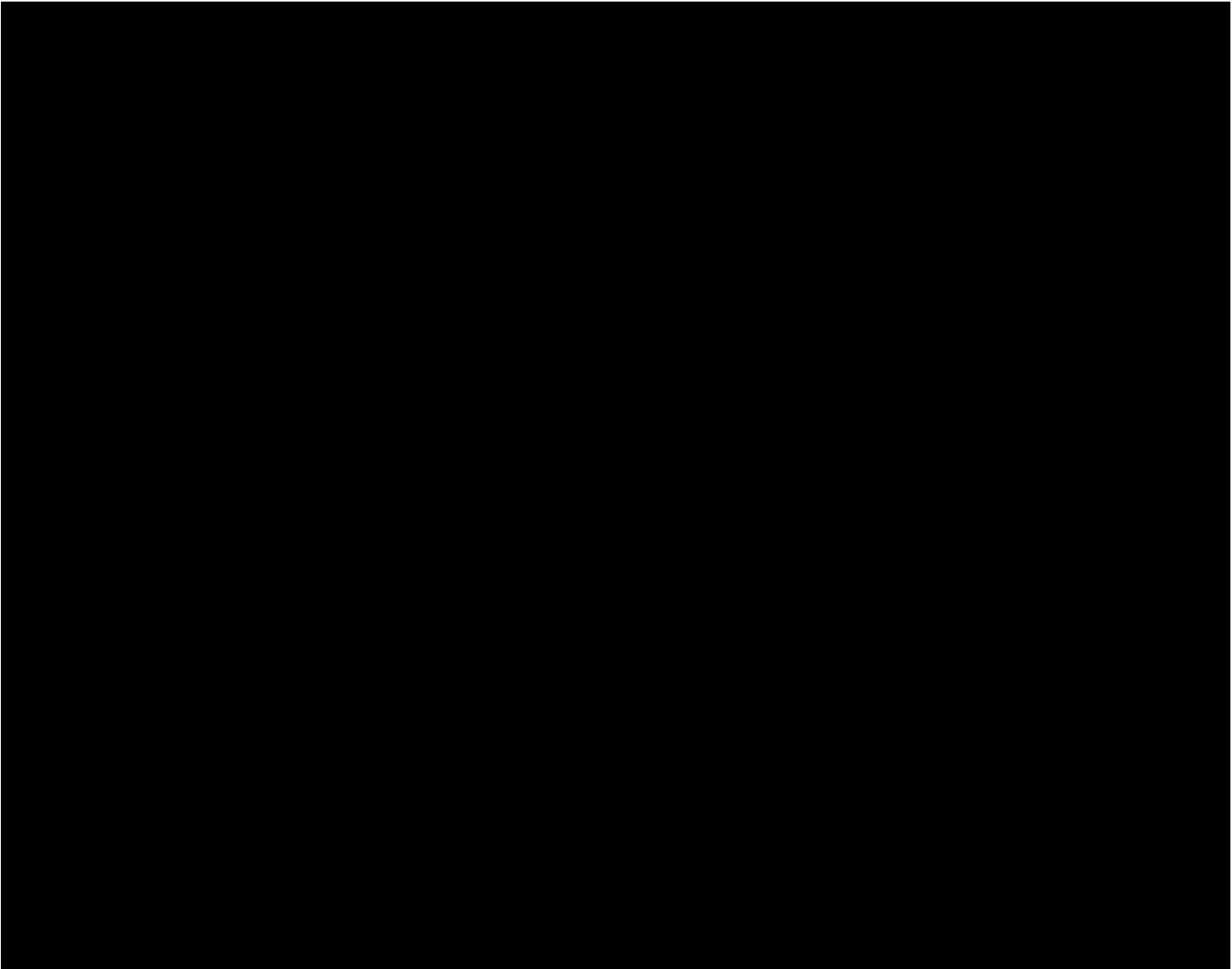
Security Access Plan South – Cultivation



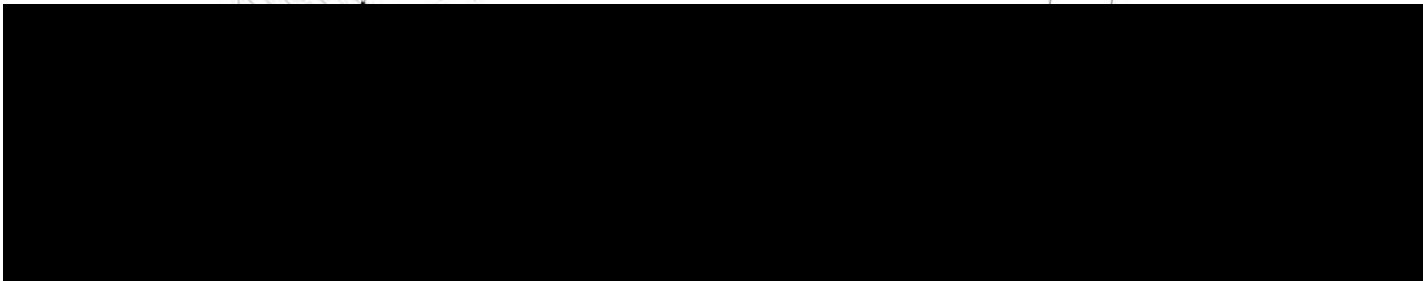
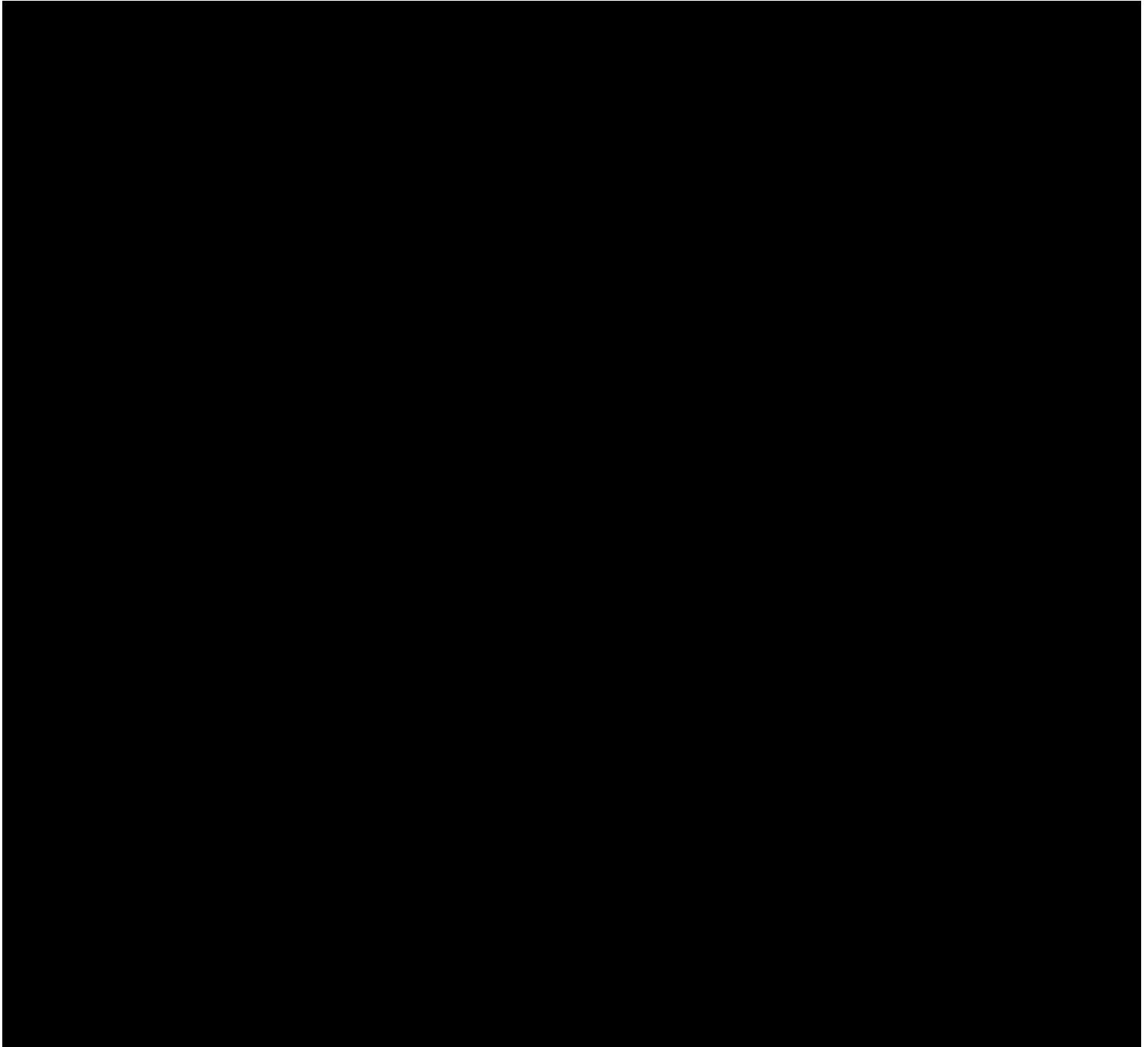
Security Device Plan North – Admin and Operations



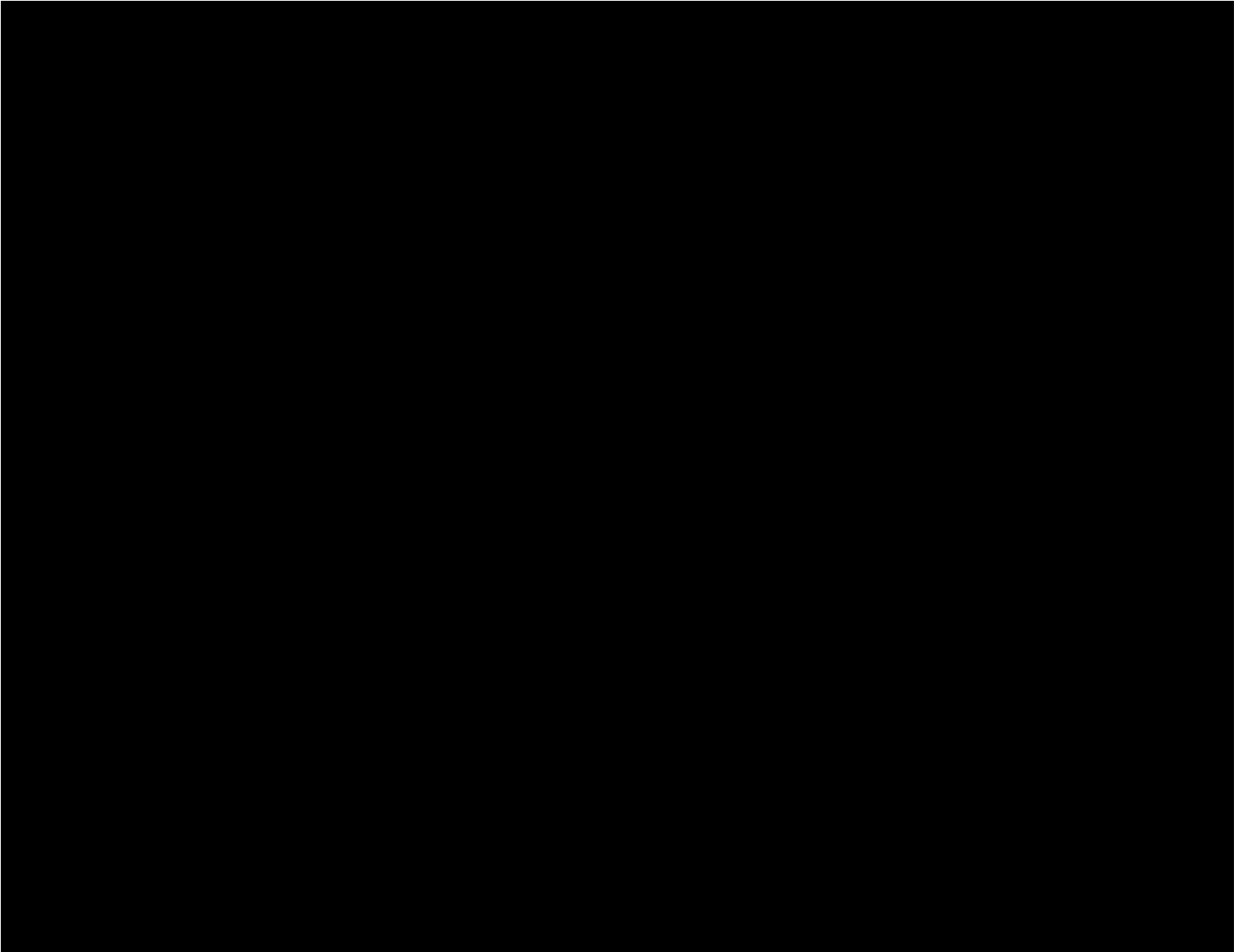
Security Device Plan South – Cultivation



Site Plan



Site Plan – Security Overlay



31.7 A timetable for completion and commencement of operations as to the facility.

The applicant expects that construction of the FlowerMedic Cultivation Facility, including compliance with all facility requirements under the Act and the Rules of AMCC and the Alabama Department of Agriculture and Industries, will be complete on or before July 10, 2023.

The applicant expects that it will be able to commence operations at the FlowerMedic Cultivation Facility within sixty (60) days upon licensure by the Commission, in accordance with Ala. Code § 20-2A-62(c)(3). If licensed on July 10, 2023, the applicant expects to commence cultivation of cannabis no later than Monday, September 4, 2023.

The applicant expects that construction of the FlowerMedic Processing Facility, including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before August 7, 2023.

The applicant expects that it will be able to commence operations at the FlowerMedic Processing Facility within ninety (90) days upon licensure by the Commission, or no later than thirty (30) days after commencing cultivation of cannabis at our Cultivation Facility, in time to be prepared to process cannabis harvested by the Cultivation Facility into medical cannabis. If licensed on July 10, 2023, the applicant expects to commence processing of cannabis into medical cannabis no later than Monday, October 2, 2023.

31.8 Public Access to Facility

The FlowerMedic Cultivation and Processing Facility will **not** be open to the public.

31.9 Facility Hours of Operation / After Hours Contact

The applicant anticipates that the FlowerMedic Cultivation and Processing Facility will be occupied by the applicant's employees during the following hours:

Monday – Friday: 7:00 a.m. – 6:00 p.m.

Saturday – Sunday: 8:00 a.m. – 5:00 p.m.

After Hours Management Contact:

Ellis Olinger, President

110 Volanta Ave

Fairhope, AL 36532

Phone: (251) 583-3601

Exhibit 31 – Facilities

Facility #2

31.1 Facility name and Type

Facility Name: FlowerMedic Medical Cannabis Dispensary Facility - Loxley

Facility Type: Dispensing Site

31.2 Physical Address and GPS Coordinates of Facility

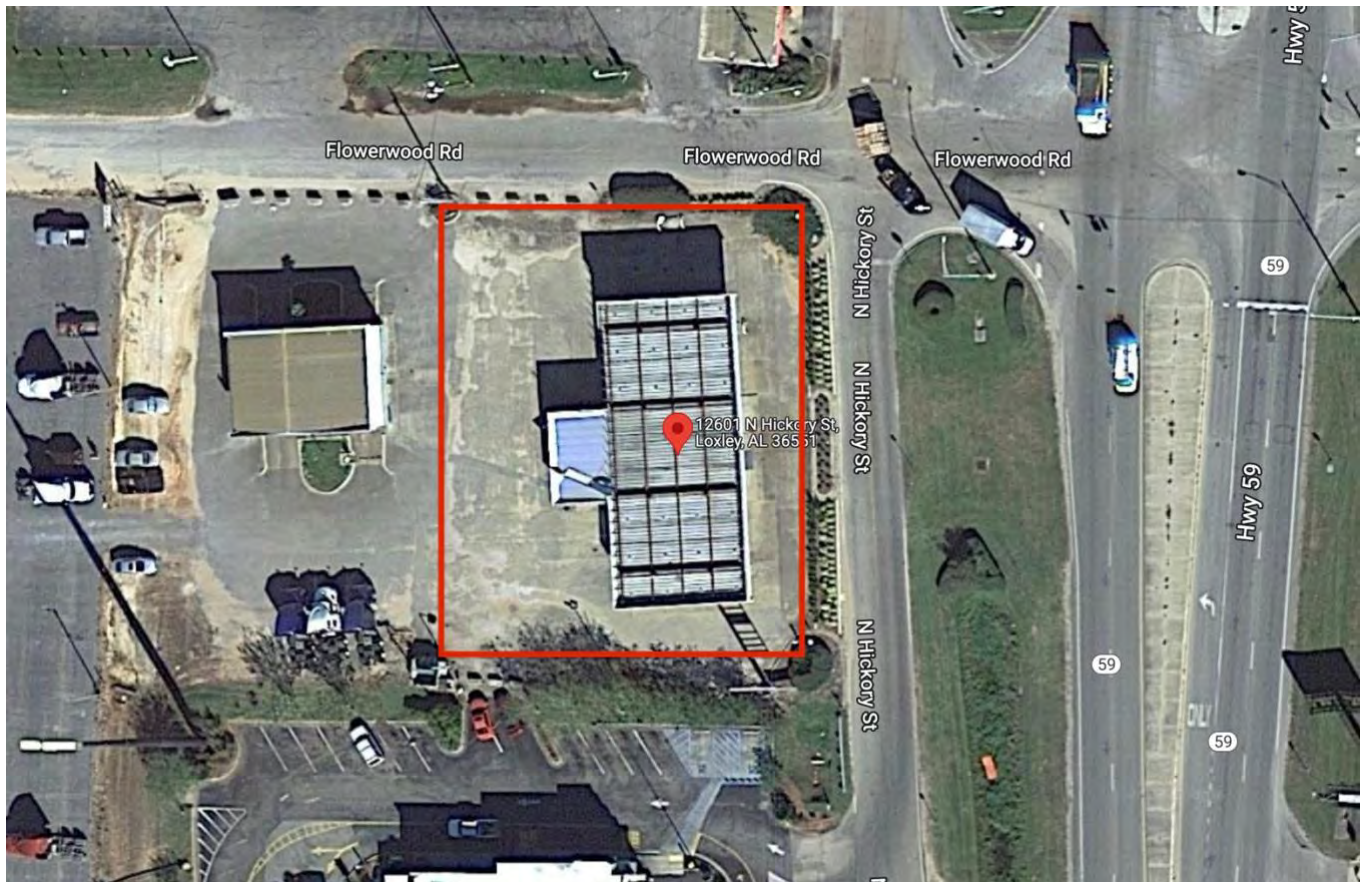
12601 N Hickory St.

Loxley, AL 36551

GPS Coordinates: 30°38'50.5"N 87°45'39.0"W

31.3 Aerial photograph of Facility

Site boundaries are identified in red.



31.4 Proof of Authorization to Occupy Property

The Applicant leases the property at 12601 N Hickory St., Loxley, AL 36551, as identified above. See attached lease agreement (identified as “Attachment G to Exhibit 31 – Loxley Dispensary Lease Agreement”)

31.5 Local Jurisdiction Approval

The proposed address is located within the municipal jurisdiction of the City of Loxley, Alabama. On August 29, 2022, the City Council of Loxley, Alabama adopted an ordinance approving cannabis dispensary operations within the corporate city limits of the City of Loxley. Please find Ordinance No. 2022-27 attached as “Attachment H to Exhibit 31 – Loxley City Ordinance Approving Cannabis Dispensary Operations.”

The Applicant has also obtained a Zoning Verification Letter from Community Development Director Johnathan I. Smith, indicating that the proposed address has a zoning designation of B-1A, General Business District, and confirming that a medical cannabis dispensary is allowed use in this zoning district. This zoning verification letter is attached as “Attachment I to Exhibit 31 – Loxley Dispensary Zoning Verification Letter.”

The Applicant has also obtained a letter of support from Loxley Police Department Chief John Cason, indicating the Department’s support for the Applicant’s Integrated License application and for the location of that facility in Loxley. The letter also reiterates the Applicant’s plan to consult and collaborate with the Loxley Police Department to implement and ensure the efficacy of their security plan and practices, which includes the Loxley Police Department providing off-duty officers as security guards at the cultivation, processing, and dispensary sites in Loxley. This letter is attached as “Attachment C to Exhibit 31 – Loxley Police Department Letter of Support.”

The Applicant has additionally obtained a letter from Representative Donna Givens, Alabama State House, District 64, indicating her support for the Applicant’s Integrated License application and the location of that facility in her district. Representative Givens, who also serves as Chair of both the North and Central Baldwin Chambers of Commerce, as well as on the board of the South Baldwin Chamber and the South Baldwin Regional Medical Center, states in her letter, “I can assure you that my office and I will be working closely with [the Applicant] to make sure there is proper governmental oversight and

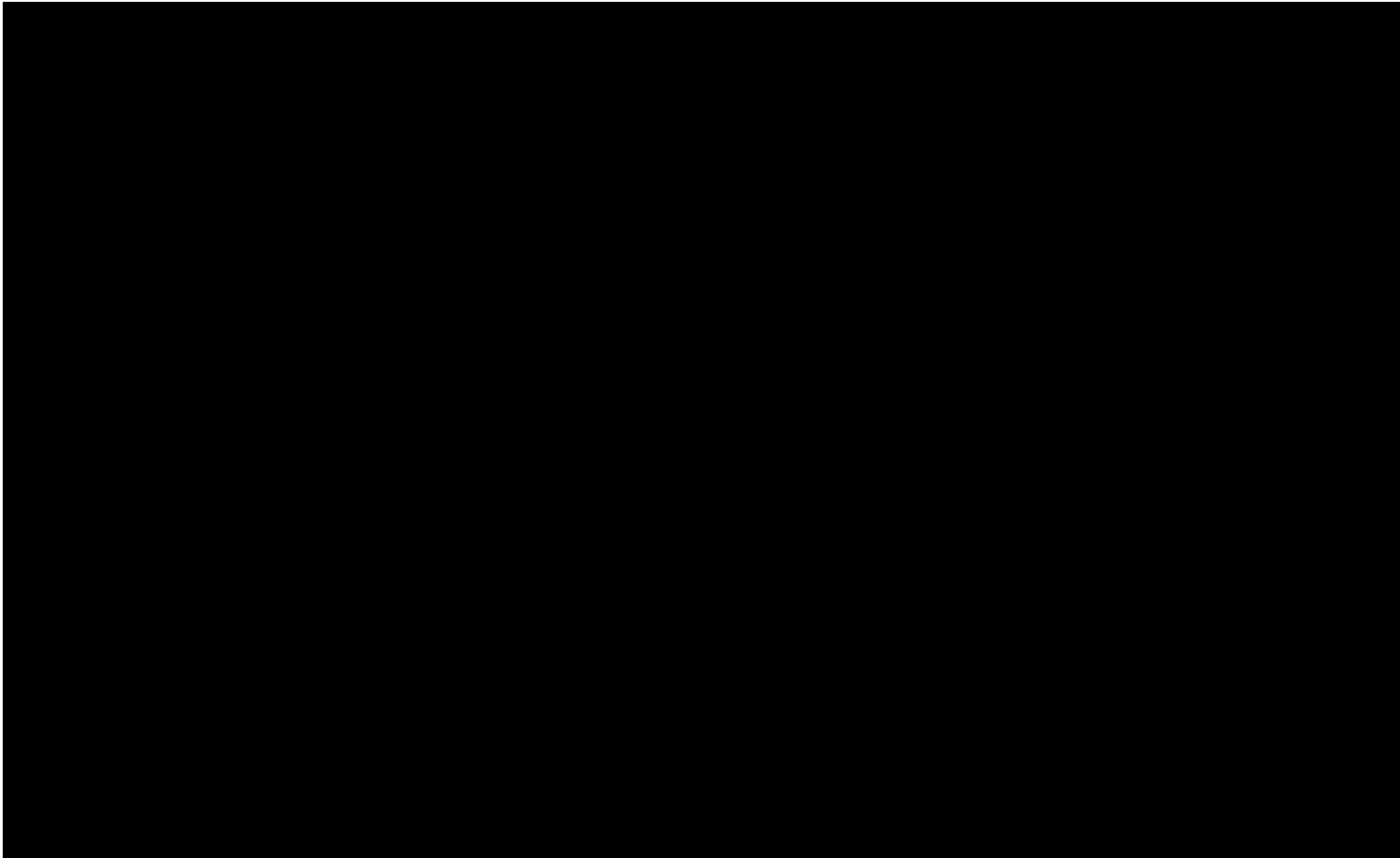
assistance for their endeavors, whether it's encouraging workforce development to fill the jobs this venture will create or navigating the zoning ordinances inherent in the local governmental process.” This letter is attached as “Attachment D to Exhibit 31 – Representative Donna Givens Letter of Support.”

The Applicant has also obtained a letter of support from Alabama State Senator Greg Albritton, District 22. Senator Albritton states that he would “feel blessed to get to represent [the Applicant] as part of [his] district.” This letter is attached as “Attachment E to Exhibit 31 – Senator Greg Albritton Letter of Support.”

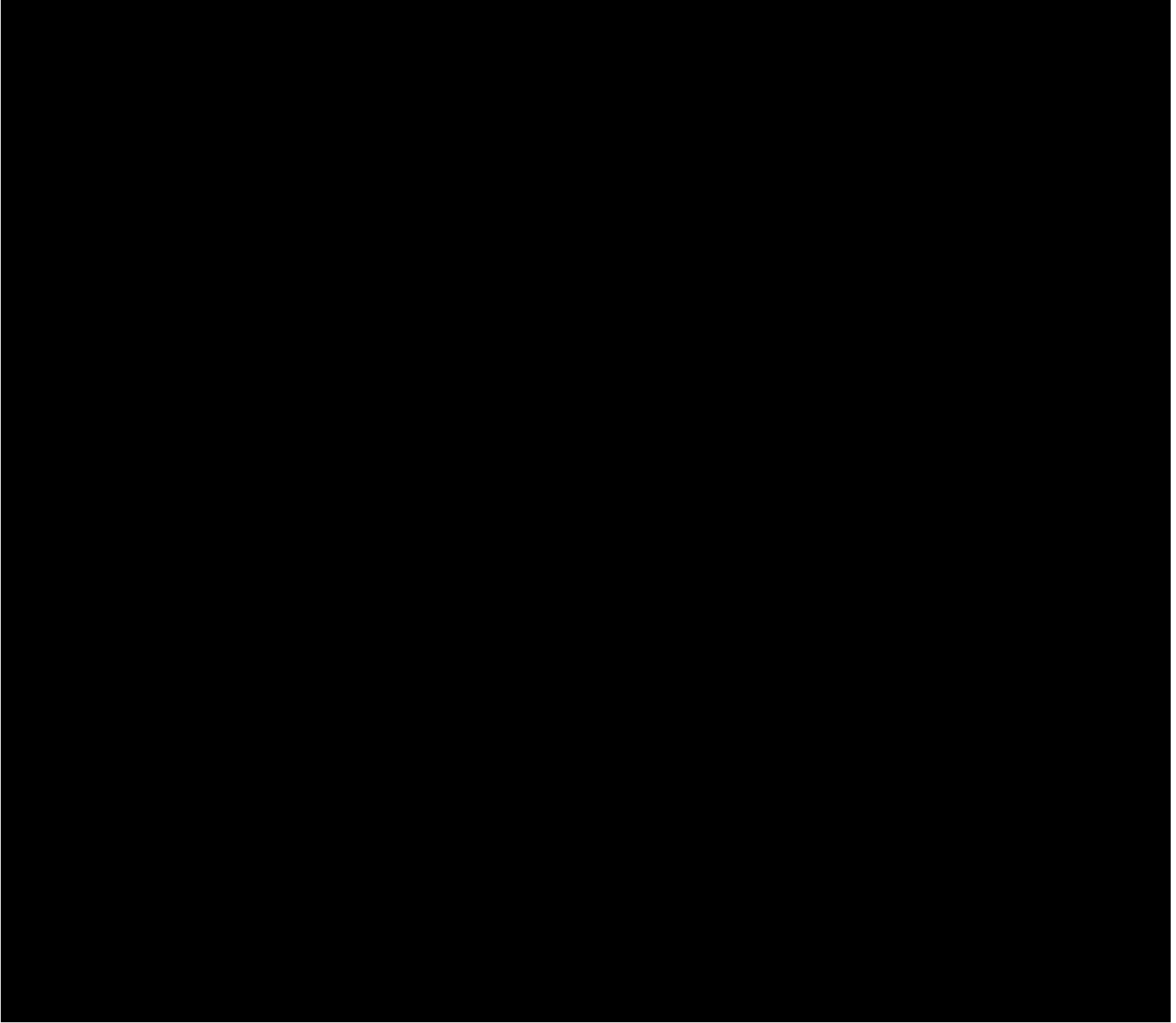
31.6 Floor Plan of Facility

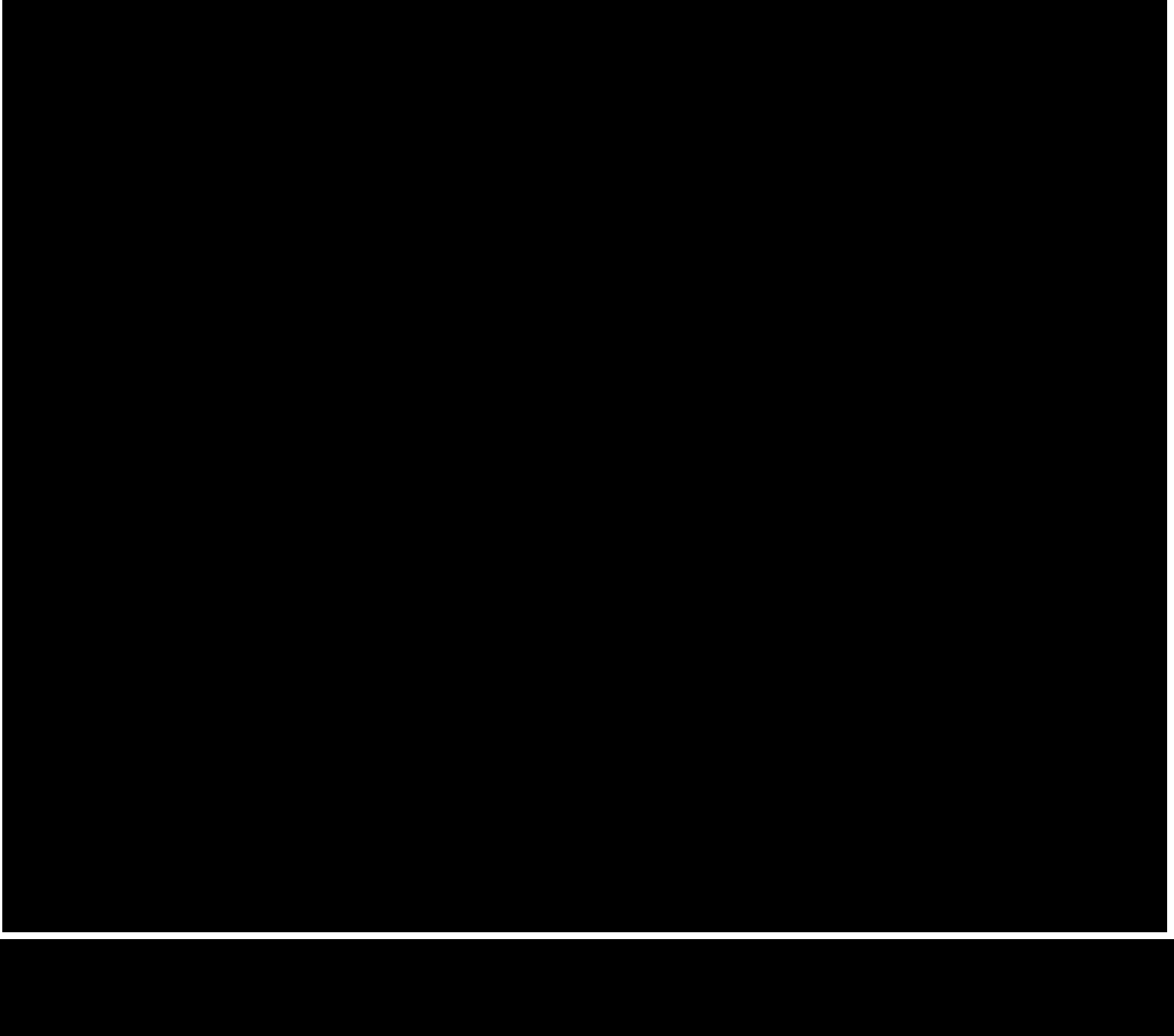
The Applicant has provided below a floor plan, a security access plan, and a security device plan, as well as a site map, in the respective order, for the proposed dispensary facility at 12601 N Hickory St., Loxley, AL 36551, as identified above.

Floor Plan

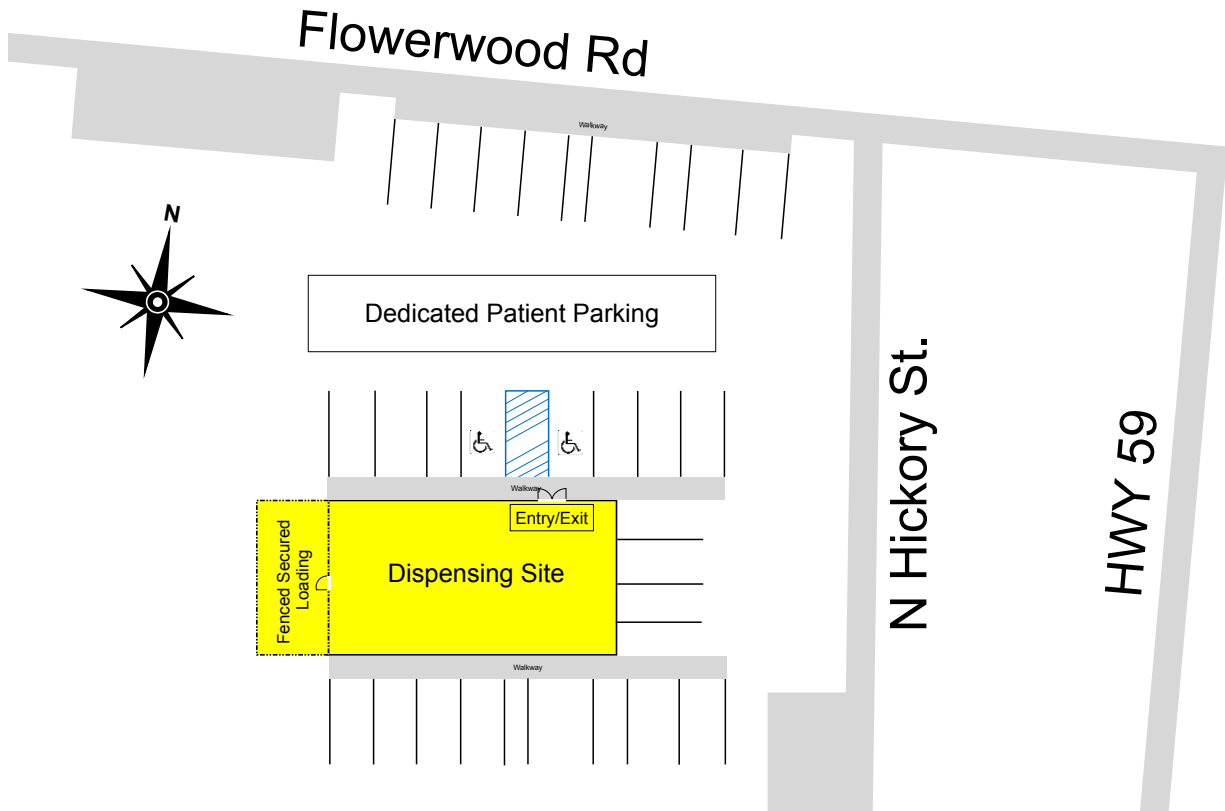


Security: Access Plan





Site and Parking Map



31.7 A timetable for completion and commencement of operations as to the facility.

The applicant expects that construction of the FlowerMedic Medical Cannabis Dispensary Facility - Loxley, including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before October 2, 2023.

The applicant expects that it will be able to commence operations at the FlowerMedic Medical Cannabis Facility - Loxley within one hundred-twenty (120) days upon licensure by the Commission, or no later than sixty (60) days after commencing cultivation of cannabis at our Cultivation Facility or thirty (30) days after commencing processing of cannabis into medical cannabis, in time to have medical cannabis ready for sale to patients. If licensed on July 10, 2023, the applicant expects to commence selling to patients no later than Monday, November 6, 2023.

31.8 Public Access to Facility

The FlowerMedic Medical Cannabis Facility - Loxley will be open to the public with admittance only allowed to verified patients and/or caregivers.

31.9 Facility Hours of Operation / After Hours Contact

The applicant anticipates that the FlowerMedic Medical Cannabis Dispensary Facility will be occupied by the applicant's employees during the following hours:

Monday – Saturday: 10:00 a.m. – 9:00 p.m.

Sunday: 11:00 a.m. – 8:00 p.m.

After Hours Management Contact:

Ellis Olinger, President

110 Volanta Ave

Fairhope, AL 36532

Phone: (251) 583-3601

Facility #3

31.1 Facility name and Type

Facility Name: FlowerMedic Medical Cannabis Dispensary Facility - Gadsden

Facility Type: Dispensing Site

31.2 Physical Address and GPS Coordinates of Facility

313 S 4th St.

Gadsden, AL 35901

GPS Coordinates: 34°00'32.5"N 86°00'21.0"W

31.3 Aerial photograph of Facility

Site boundaries are identified in red.



31.4 Proof of Authorization to Occupy Property

The Applicant is in escrow for the purchase of the the property at 313 4th St. Gadsden, AL 35901, as identified above. See attached purchase agreement (identified as “Attachment J to Exhibit 31 – Gadsden Dispensary Purchase Agreement”)

31.5 Local Jurisdiction Approval

On October 11, 2022, the City Council of Gadsden, Alabama adopted an ordinance approving the operation of cannabis dispensary operations within the corporate city limits of the City of Gadsden. municipality. Please find Ordinance No. 0-37-22 and Ordinance No. 0-49-22 attached as “Attachment K to Exhibit 31 – Gadsden City Ordinance Approving Cannabis Dispensary Operations.”

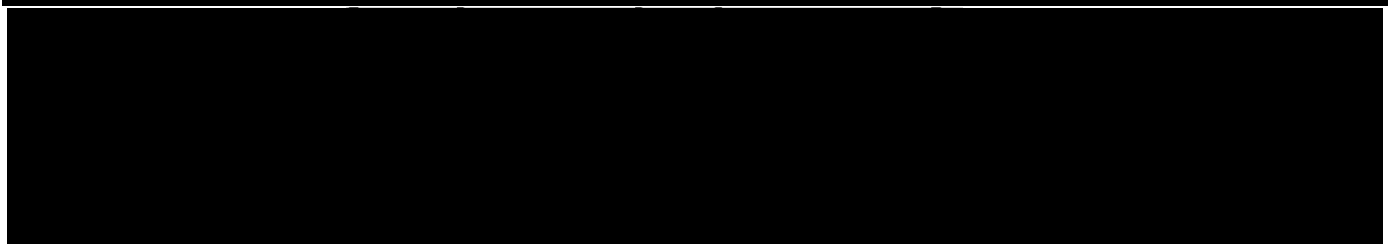
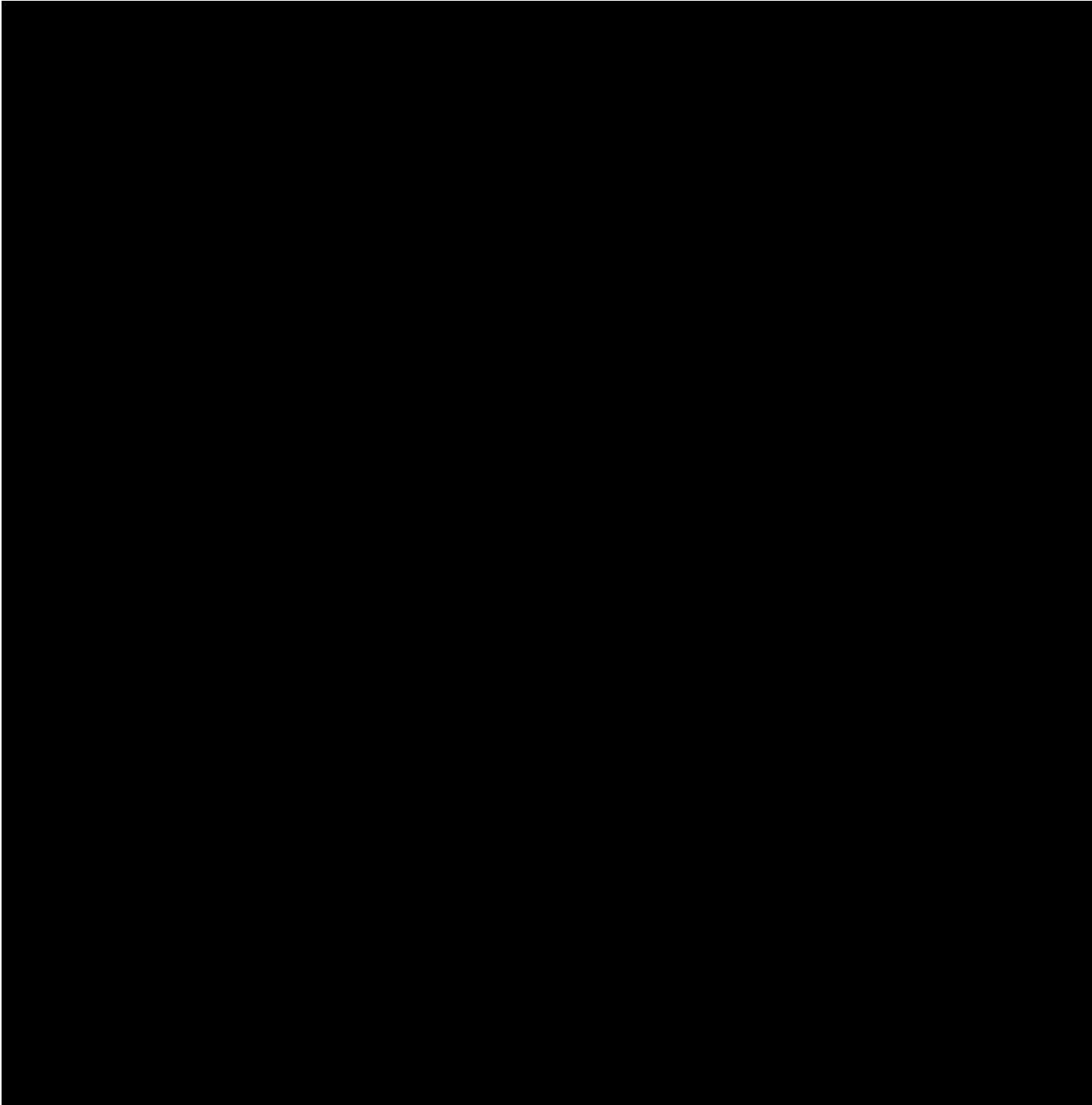
The Applicant has also obtained a Zoning Verification Letter from the City of Gadsden Zoning Administrator Tina P. Cody, indicating that the proposed address has a zoning designation of B-2, General Business District, and confirming that under the City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f), a medical cannabis dispensary is a permitted use in this zoning district. This zoning verification letter is attached as “Attachment L to Exhibit 31 – Gadsden City Zoning Verification Letter.”

The Applicant has additionally received a Letter of Support from City of Gadsden Mayor Craig Ford indicating that he supports the Applicant “open[ing] and operat[ing] a medical cannabis facility in Gadsden” and that he believes the Applicant’s business “will be beneficial to Gadsden residents and the goals of the state.” This letter is attached as “Attachment M to Exhibit 31 – City of Gadsden Mayor Craig Ford Letter of Support.”

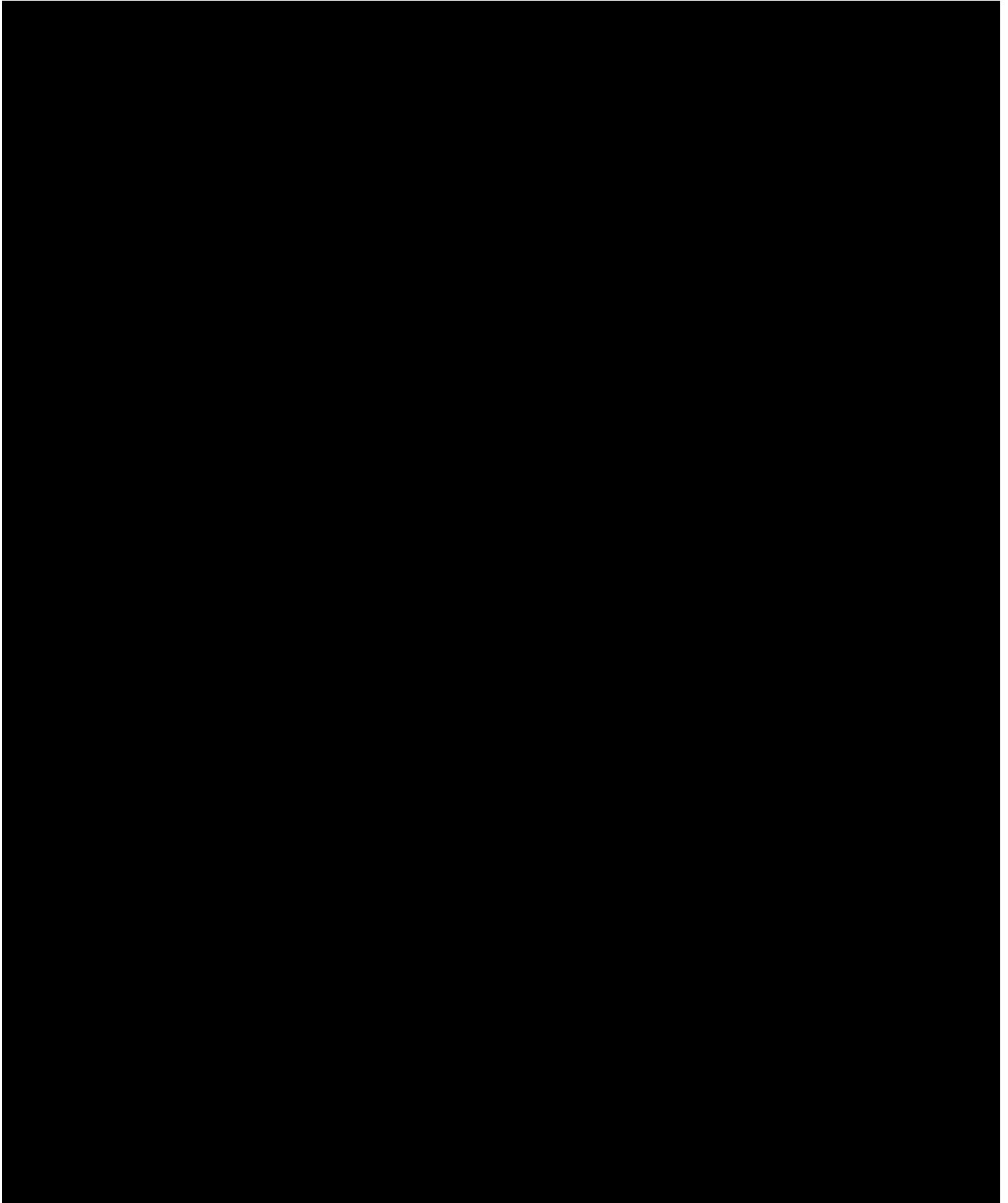
31.6 Floor Plan of Facility

The Applicant has provided below, a floor plan, a security access plan, and a security device plan, as well as a site map, in the respective order, for the proposed dispensary facility at 313 4th St. Gadsden, AL 35901, as identified above.

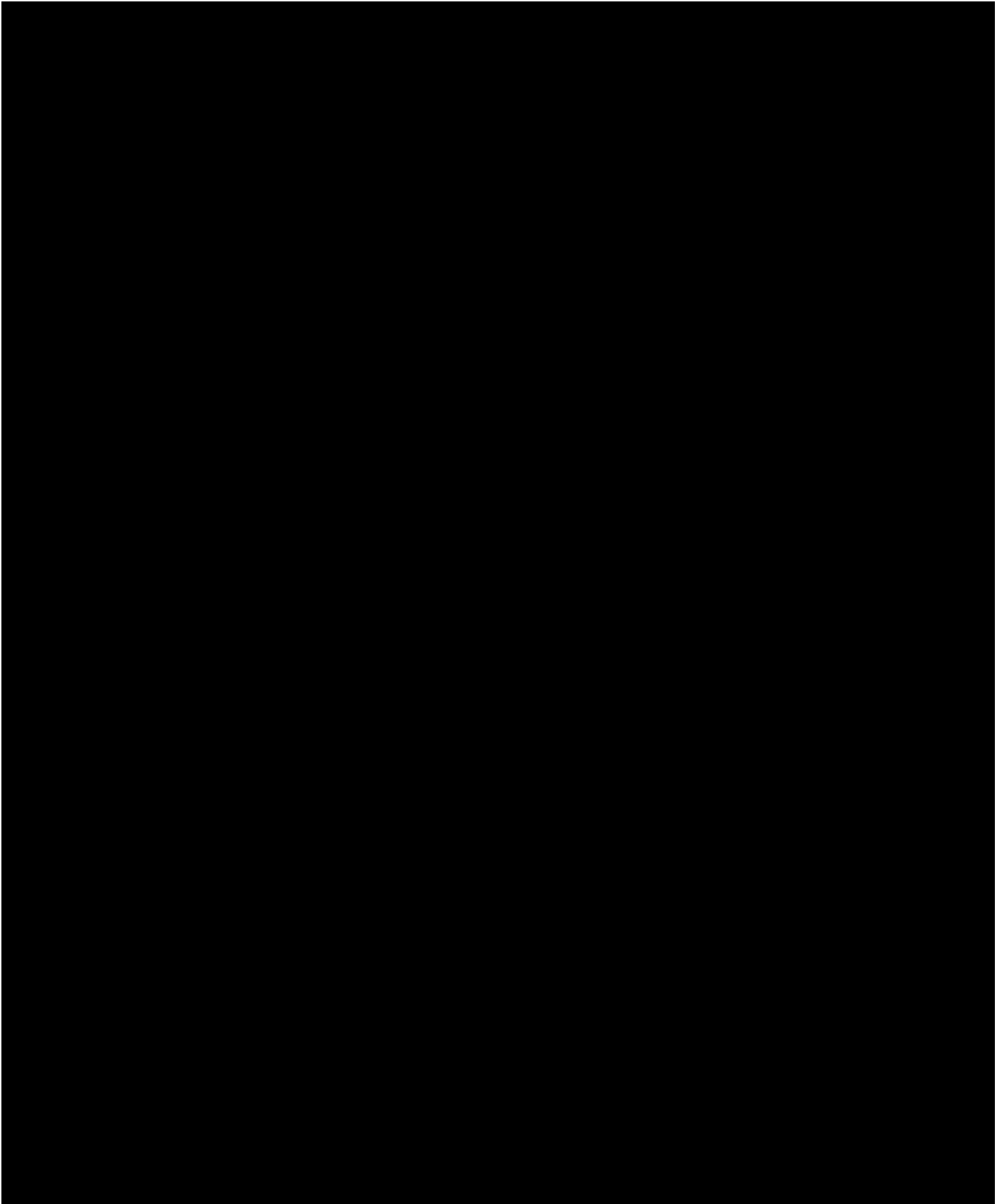
Floor Plan



Security: Access Plan



Security: Device Plan

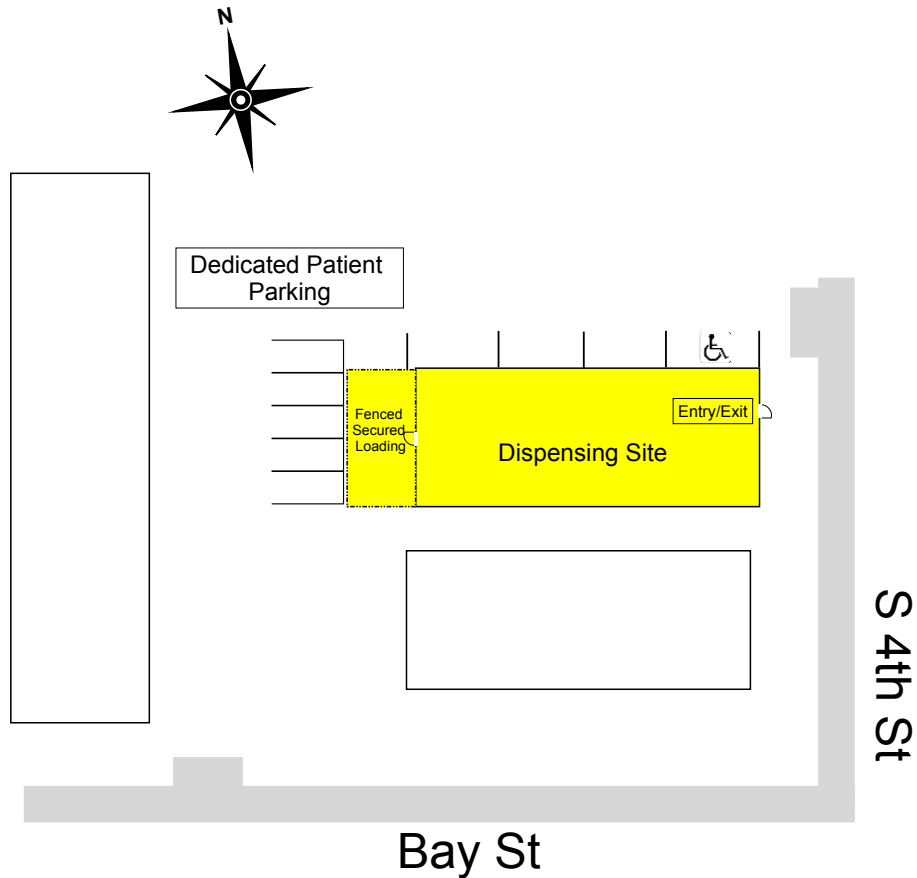


Site and Parking Map

FLOWERMEDIC MEDICAL CANNABIS DISPENSARY - GADSDEN: SITE AND PARKING PLAN

1/8" = 1'-0"

313 S 4th St. Gadsden, AL 35901



31.7 A timetable for completion and commencement of operations as to the facility.

The applicant expects that construction of the FlowerMedic Medical Cannabis Dispensary Facility - Gadsden, including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before October 2, 2023.

The applicant expects that it will commence operations at the FlowerMedic Medical Cannabis Facility - Gadsden no later than January 1, 2024. The applicant will be able to

commence operations sooner than January 1, 2024, provided that the patient demand and medical cannabis supply support an earlier date for commencement of operations, (i.e., selling to patients).

31.8 Public Access to Facility

The FlowerMedic Medical Cannabis Dispensary Facility - Gadsden will be open to the public with admittance only allowed to verified patients and/or caregivers.

31.9 Facility Hours of Operation / After Hours Contact

The applicant anticipates that the FlowerMedic Medical Cannabis Dispensary Facility will be occupied by the applicant's employees during the following hours:

Monday – Saturday: 10:00 a.m. – 9:00 p.m.

Sunday: 11:00 a.m. – 8:00 p.m.

After Hours Management Contact:

Ellis Olinger, President

110 Volanta Ave

Fairhope, AL 36532

Phone: (251) 583-3601

Facility #4

31.1 Facility name and Type

Facility Name: FlowerMedic Medical Cannabis Dispensary Facility - Montgomery

Facility Type: Dispensing Site

31.2 Physical Address and GPS Coordinates of Facility

723 N Perry St

Montgomery, AL 36106

GPS Coordinates: 32°23'11.4"N 86°18'29.8"W

31.3 Aerial photograph of Facility

Site boundaries are identified in red.



31.4 Proof of Authorization to Occupy Property

The Applicant leases the property at 723 N Perry St. Montgomery, AL 36106, as identified above. See attached lease agreement (identified as “Attachment N to Exhibit 31 – Montgomery Dispensary Lease Agreement”)

31.5 Local Jurisdiction Approval

The City Council of Montgomery, Alabama adopted an ordinance approving the operation of cannabis dispensary operations within the municipality. See attached a copy of ordinance, (identified as “Attachment O to Exhibit 31 – Montgomery City Ordinance Approving Cannabis Dispensary Operations”).

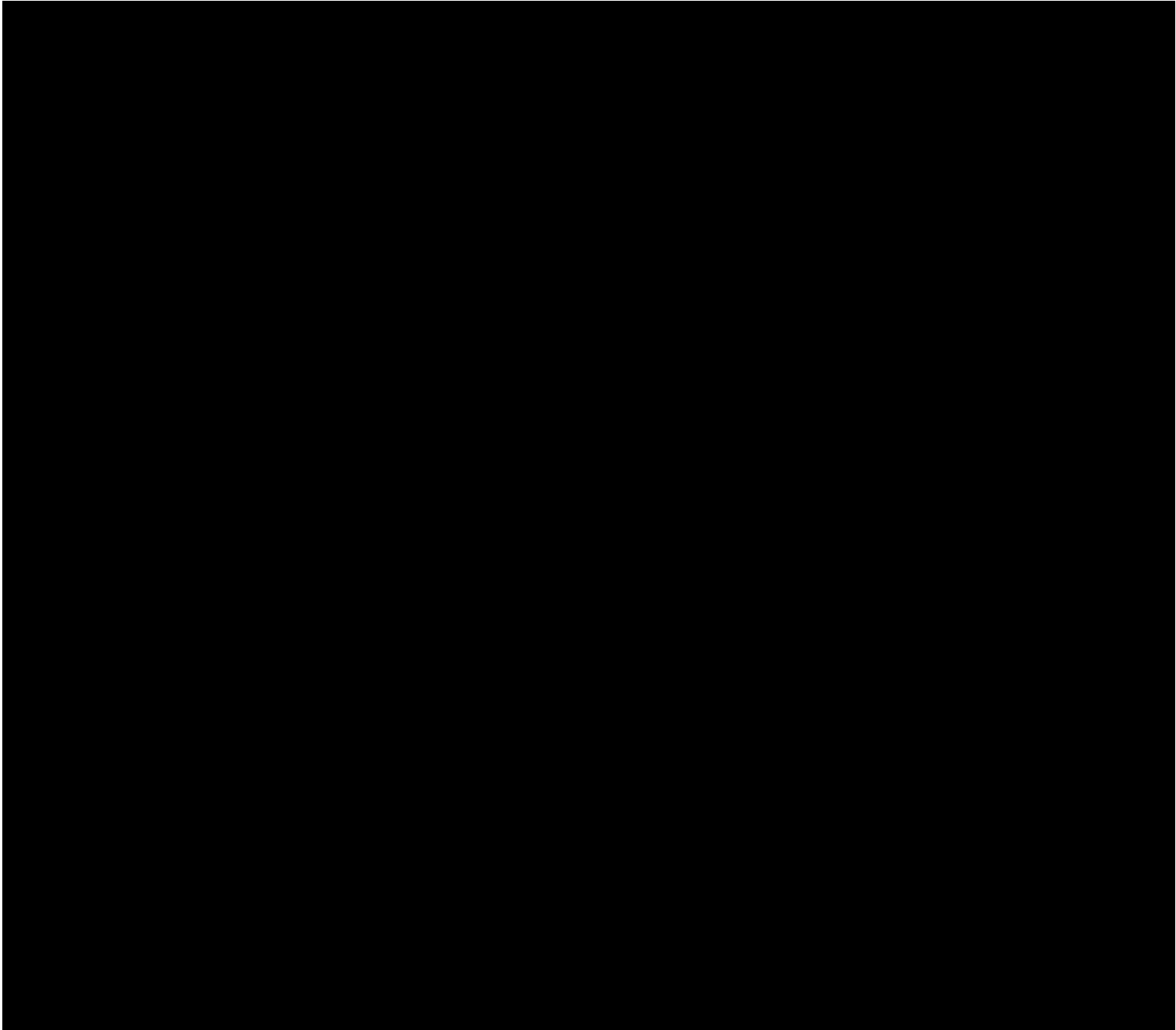
The Applicant has obtained a zoning verification letter, undersigned by Land Use Control Administrator Thomas M. Tyson, Jr., indicating that the proposed address at 723 N Perry St. in Montgomery has a zoning designation of M-1, which permits a medical cannabis dispensary. See attached a the zoning verification letter, (identified as “Attachment P to Exhibit 31 – Montgomery Dispensary Zoning Verification”).

The Applicant has also obtained a letter from Montgomery City Councilmember Glen O. Pruitt, Jr., District 8, indicating support for the Applicant’s Integrated Facility application and proposed location in the City Montgomery. See attached a copy of the letter, (identified as “Attachment Q to Exhibit 31 – Montgomery City Council Letter of Support”).

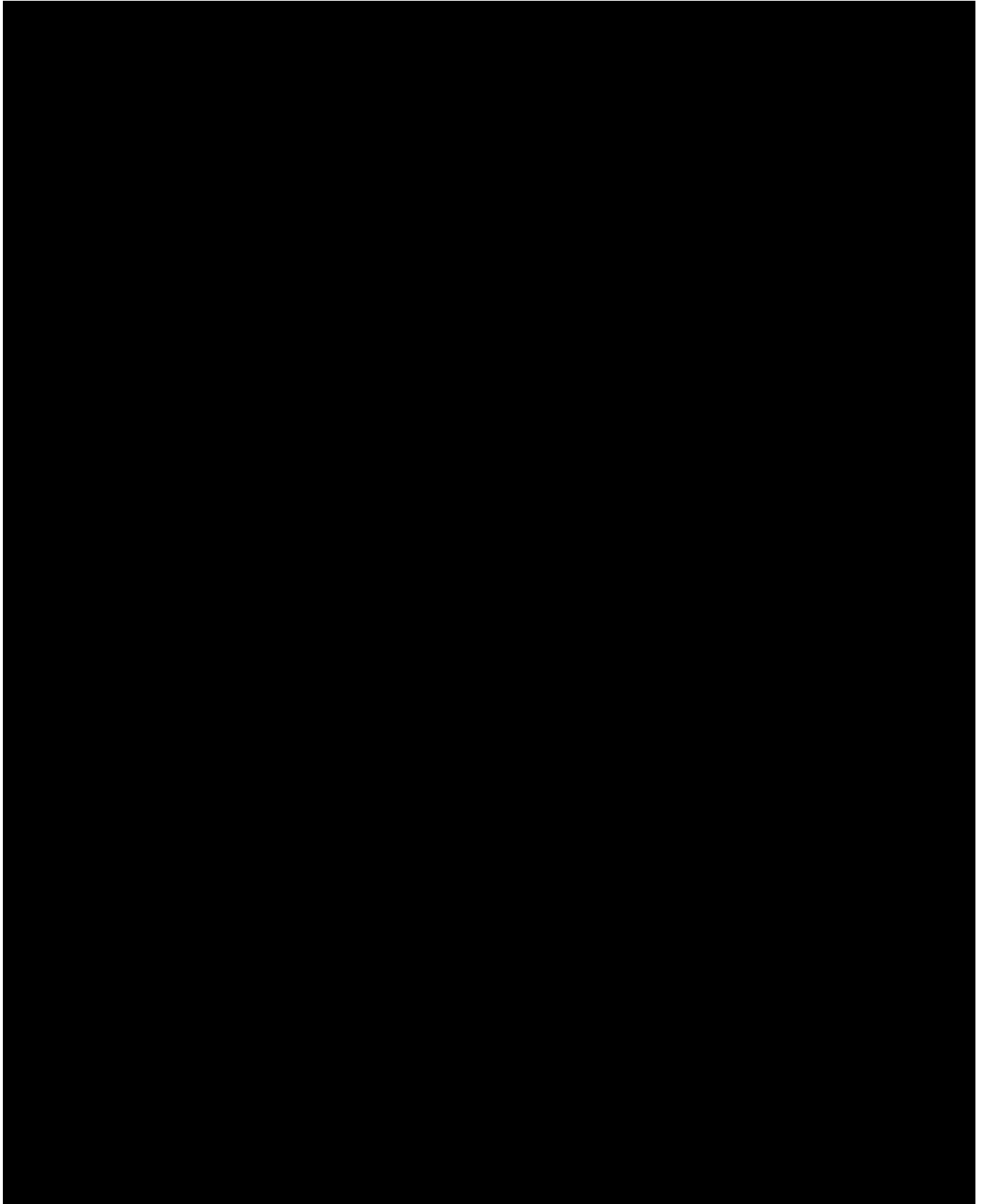
31.6 Floor Plan of Facility

The Applicant has provided below, a floor plan, a security access plan, and a security device plan, as well as a site map, in the respective order, for the proposed dispensary facility at 723 N Perry St Montgomery, AL 36106, as identified above.

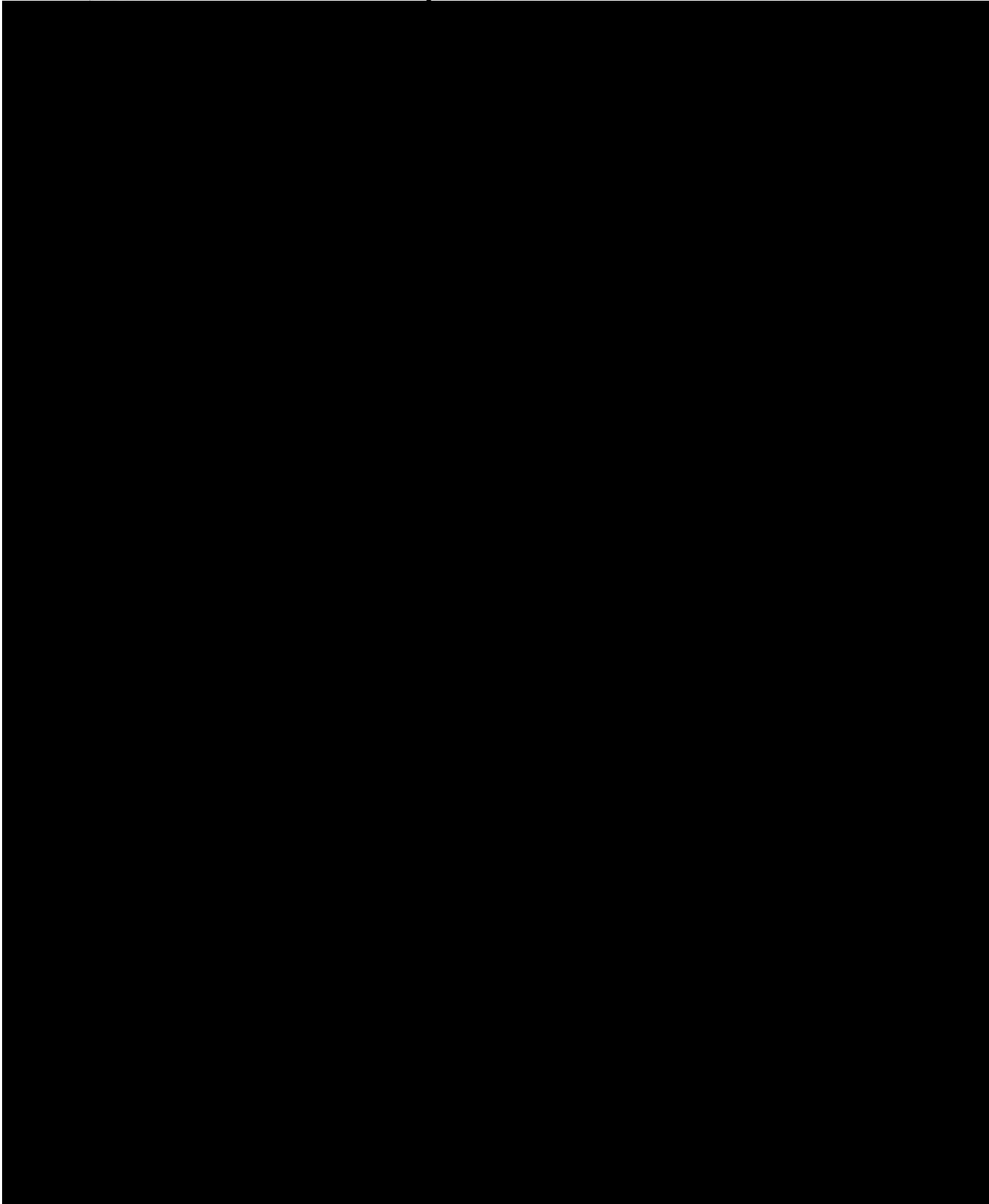
Floor Plan



Security: Access Plan



Security: Device Plan

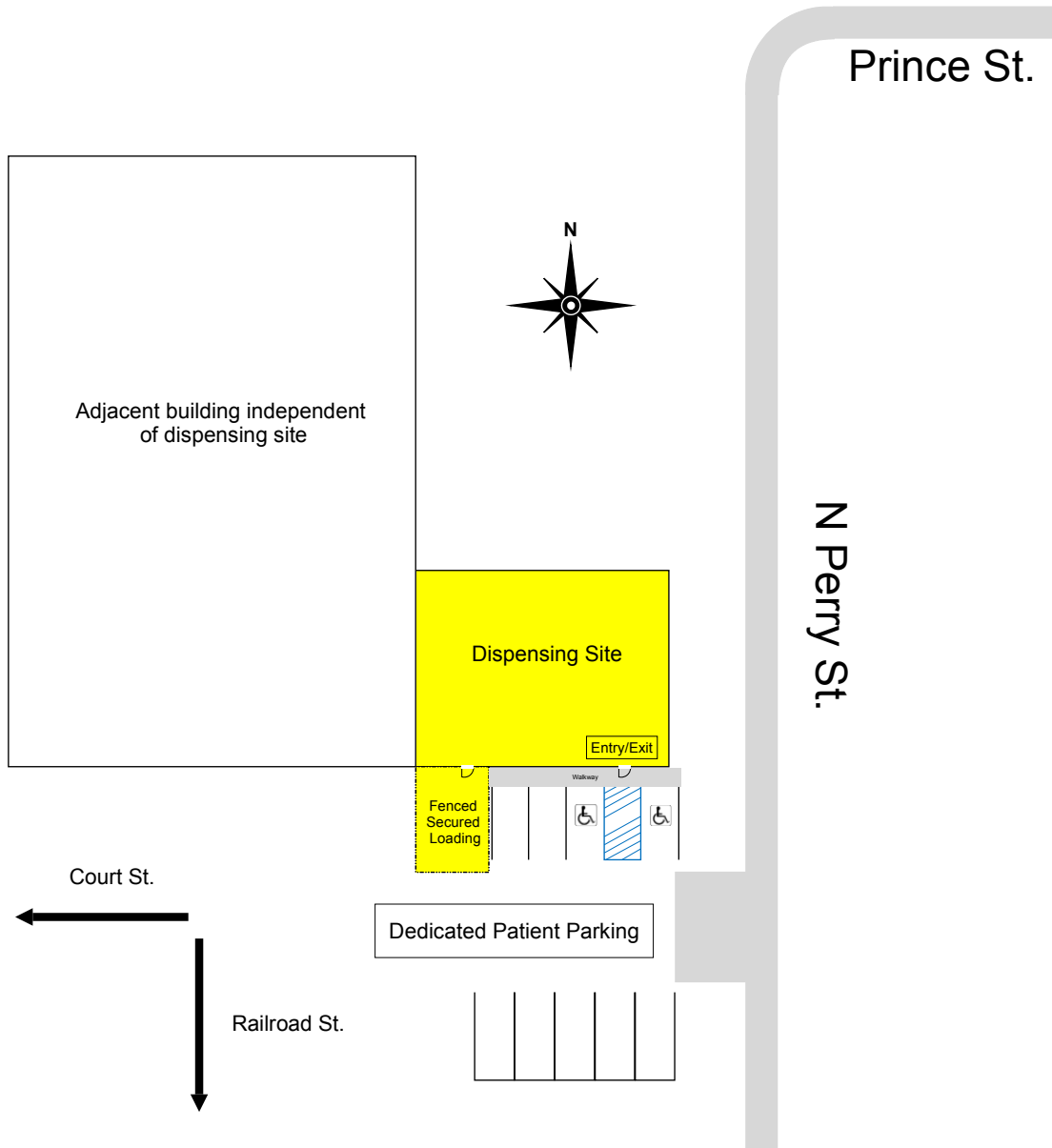


Site and Parking Map

FLOWERMEDIC MEDICAL CANNABIS DISPENSARY - MONTGOMERY: SITE AND PARKING PLAN

1/8" = 1'-0"

723 N Perry St. Montgomery, AL 36104



31.7 A timetable for completion and commencement of operations as to the facility.

The applicant expects that construction of the FlowerMedic Medical Cannabis Dispensary Facility - Montgomery including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before October 2, 2023.

The applicant expects that it will commence operations at the FlowerMedic Medical Cannabis Facility – Montgomery no later than January 30, 2024. The applicant will be able to commence operations sooner than January 30, 2024, provided that the patient demand and medical cannabis supply support an earlier date for commencement of operations, (i.e., selling to patients).

31.8 Public Access to Facility

The FlowerMedic Medical Cannabis Dispensary Facility – Montgomery will be open to the public with admittance only allowed to verified patients and/or caregivers.

31.9 Facility Hours of Operation / After Hours Contact

The applicant anticipates that the FlowerMedic Dispensary Facility - Montgomery will be occupied by the applicant’s employees during the following hours:

Monday – Saturday: 10:00 a.m. – 9:00 p.m.

Sunday: 11:00 a.m. – 8:00 p.m.

After Hours Management Contact:

Ellis Olinger, President

110 Volanta Ave

Fairhope, AL 36532

Phone: (251) 583-3601

Facility #5

31.1 Facility name and Type

Facility Name: FlowerMedic Medical Cannabis Dispensary Facility - Mobile

Facility Type: Dispensing Site

31.2 Physical Address and GPS Coordinates of Facility

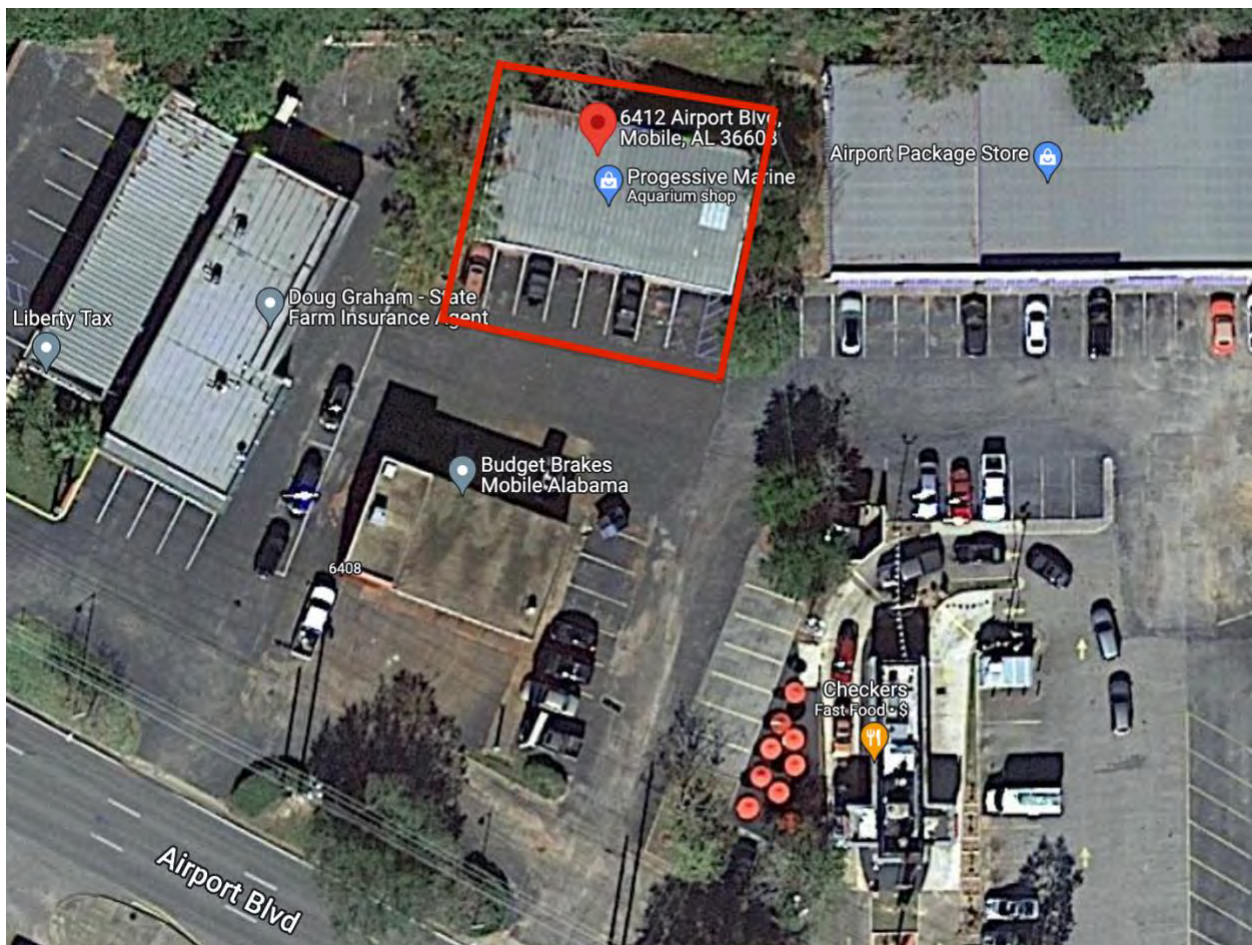
6412 Airport Blvd

Mobile, AL 36608

GPS Coordinates: 30°40'46.8"N 88°11'30.5"W

31.3 Aerial photograph of Facility

Site boundaries are identified in red.



31.4 Proof of Authorization to Occupy Property

The Applicant leases the property at 6412 Airport Blvd Mobile, AL 36608, as identified above. See attached lease agreement (identified as “Attachment R to Exhibit 31 – Mobile Dispensary Lease Agreement”)

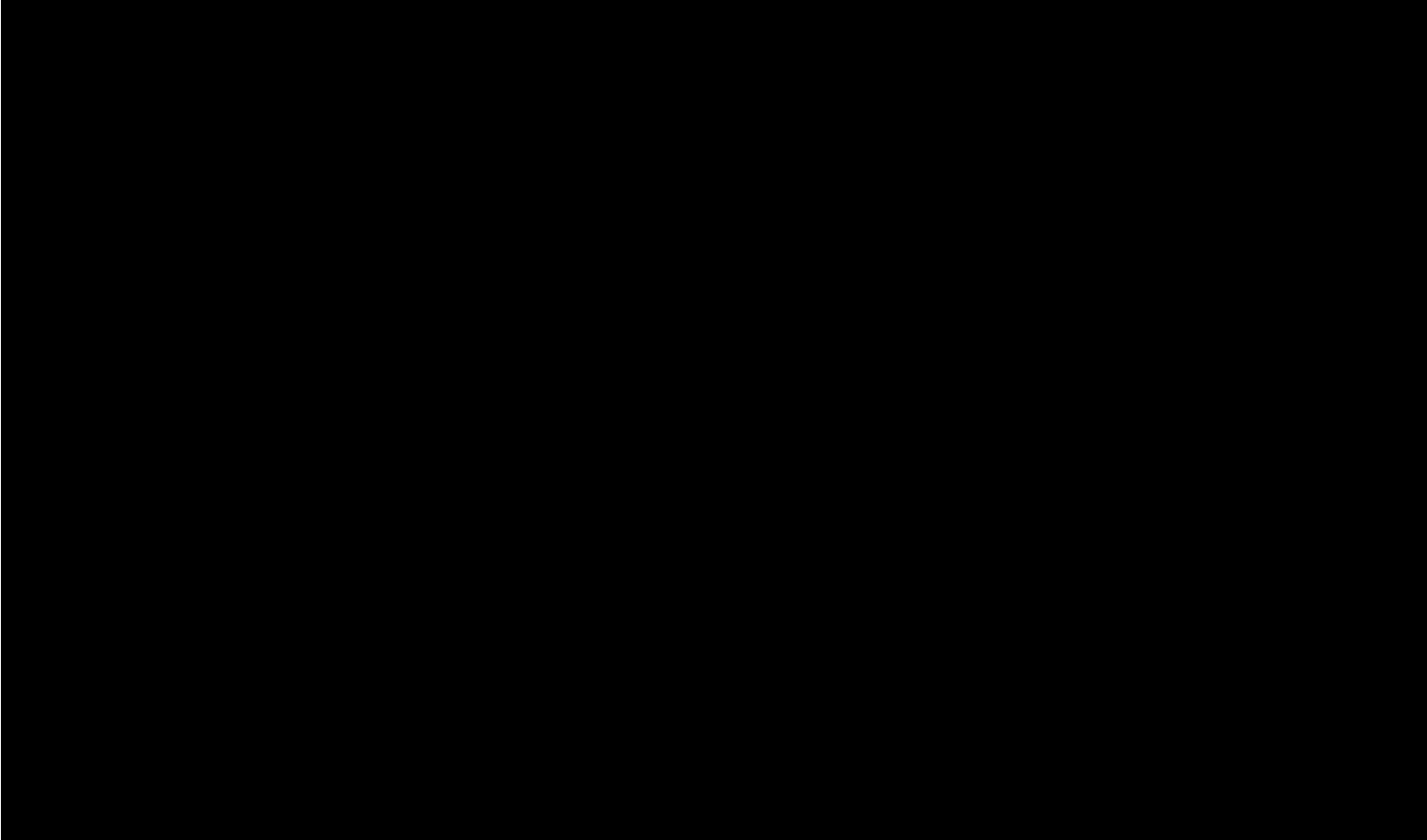
31.5 Local Jurisdiction Approval

The City Council of Mobile, Alabama adopted an ordinance approving the operation of cannabis dispensary operations within the municipality. See attached a copy of ordinance, (identified as “Attachment S to Exhibit 31 – Mobile City Ordinance Approving Cannabis Dispensary Operations”).

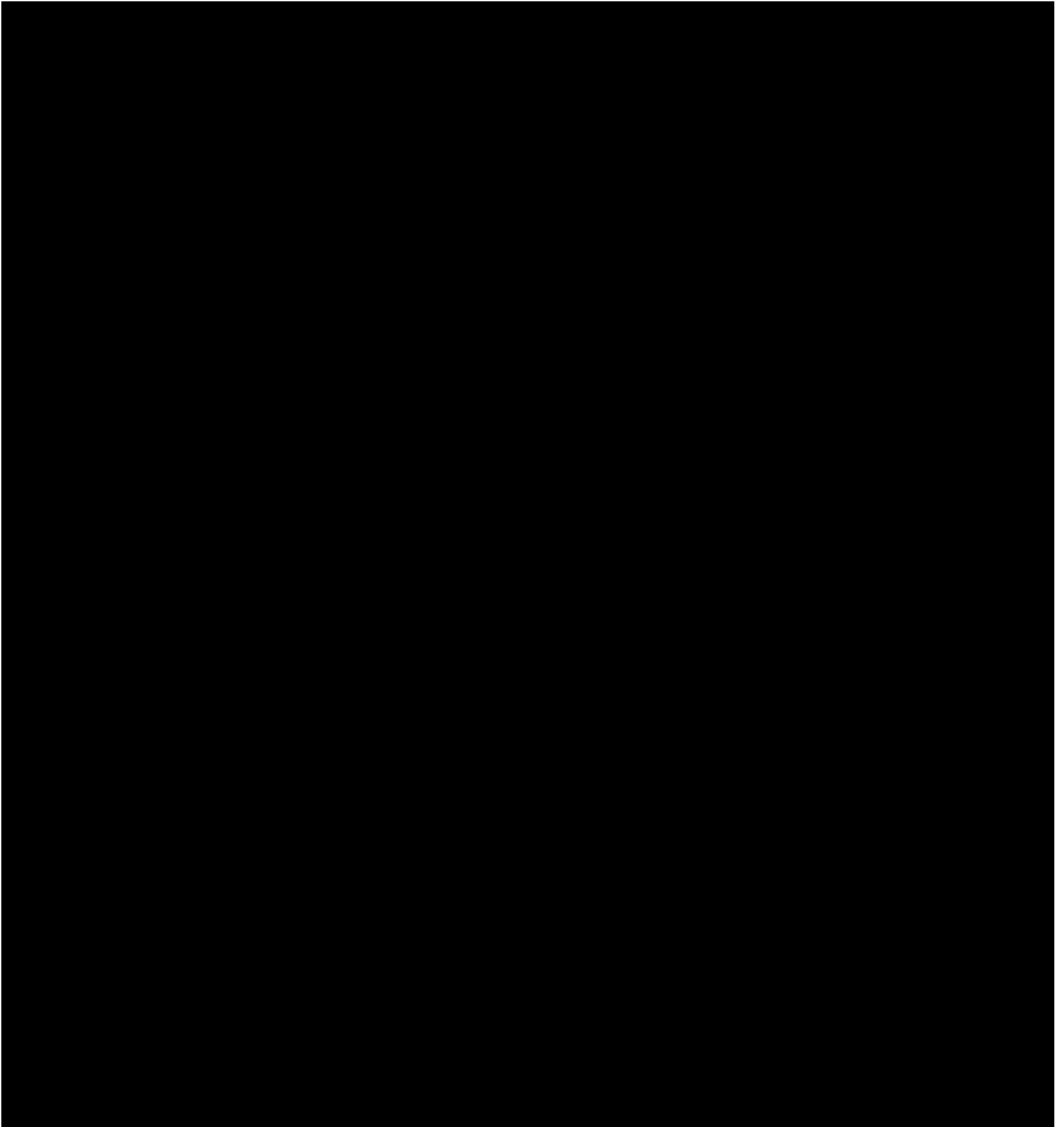
The Applicant has also obtained a Zoning Certification Letter from the Planning and Zoning Department of the City of Mobile, undersigned by Principal Planner D. Logan Anderson, indicating that the proposed address has a zoning designation of B-2, Neighborhood Business District, and confirming that a medical cannabis dispensary is allowed use in this zoning district. This zoning verification letter is attached as “Attachment T to Exhibit 31 – Mobile Dispensary Zoning Certification

31.6 Floor Plan of Facility

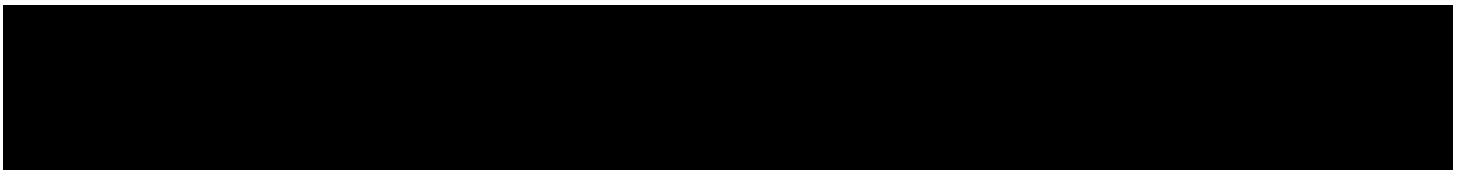
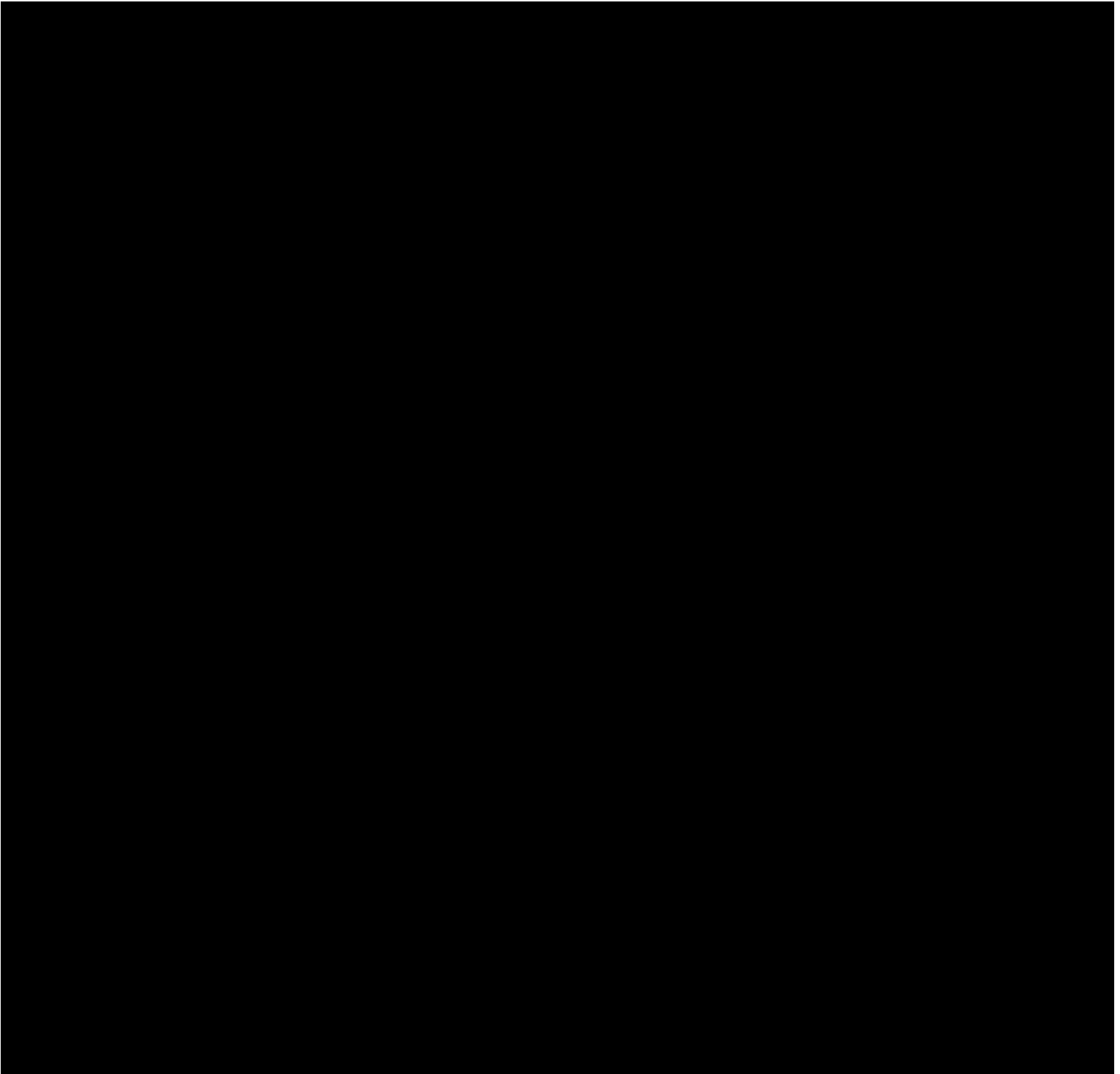
The Applicant has provided below, a floor plan, a security access plan, and a security device plan, as well as a site map, in the respective order, for the proposed dispensary facility at 6412 Airport Blvd Mobile, AL 36608, as identified above.



Security: Access Plan



Security: Device Plan

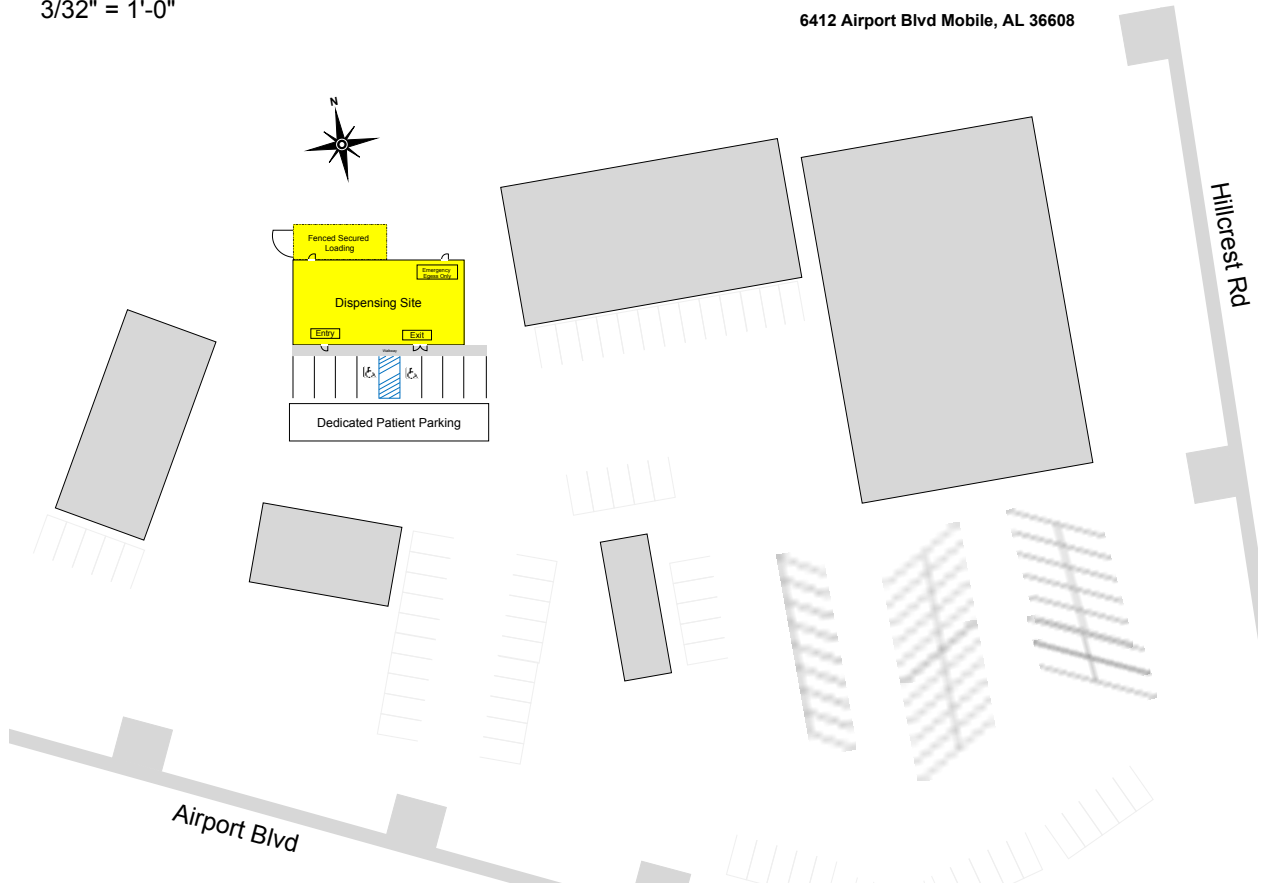


Site and Parking Map

FLOWERMEDIC MEDICAL CANNABIS DISPENSARY - MOBILE: SITE AND PARKING PLAN

3/32" = 1'-0"

6412 Airport Blvd Mobile, AL 36608



31.7 A timetable for completion and commencement of operations as to the facility.

The applicant expects that construction of the FlowerMedic Medical Cannabis Dispensary Facility - Mobile including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before October 2, 2023.

The applicant expects that it will commence operations at the FlowerMedic Medical Cannabis Facility – Mobile no later than February 27, 2024. The applicant will be able to commence operations sooner than February 27, 2024, provided that the patient demand and medical cannabis supply support an earlier date for commencement of operations, (i.e., selling to patients).

31.8 Public Access to Facility

The FlowerMedic Medical Cannabis Dispensary Facility – Mobile will be open to the public with admittance only allowed to verified patients and/or caregivers.

31.9 Facility Hours of Operation / After Hours Contact

The applicant anticipates that the FlowerMedic Dispensary Facility - Mobile will be occupied by the applicant’s employees during the following hours:

Monday – Saturday: 10:00 a.m. – 9:00 p.m.

Sunday: 11:00 a.m. – 8:00 p.m.

After Hours Management Contact:

Ellis Olinger, President

110 Volanta Ave

Fairhope, AL 36532

Phone: (251) 583-3601

Facility #6

31.1 Facility name and Type

Facility Name: FlowerMedic Medical Cannabis Dispensary Facility - Monroeville

Facility Type: Dispensing Site

31.2 Physical Address and GPS Coordinates of Facility

16 Medical Center Dr

Monroeville, AL 36460

GPS Coordinates: 31°30'08.4"N 87°19'08.6"W

31.3 Aerial photograph of Facility

Site boundaries are identified in red.



31.4 Proof of Authorization to Occupy Property

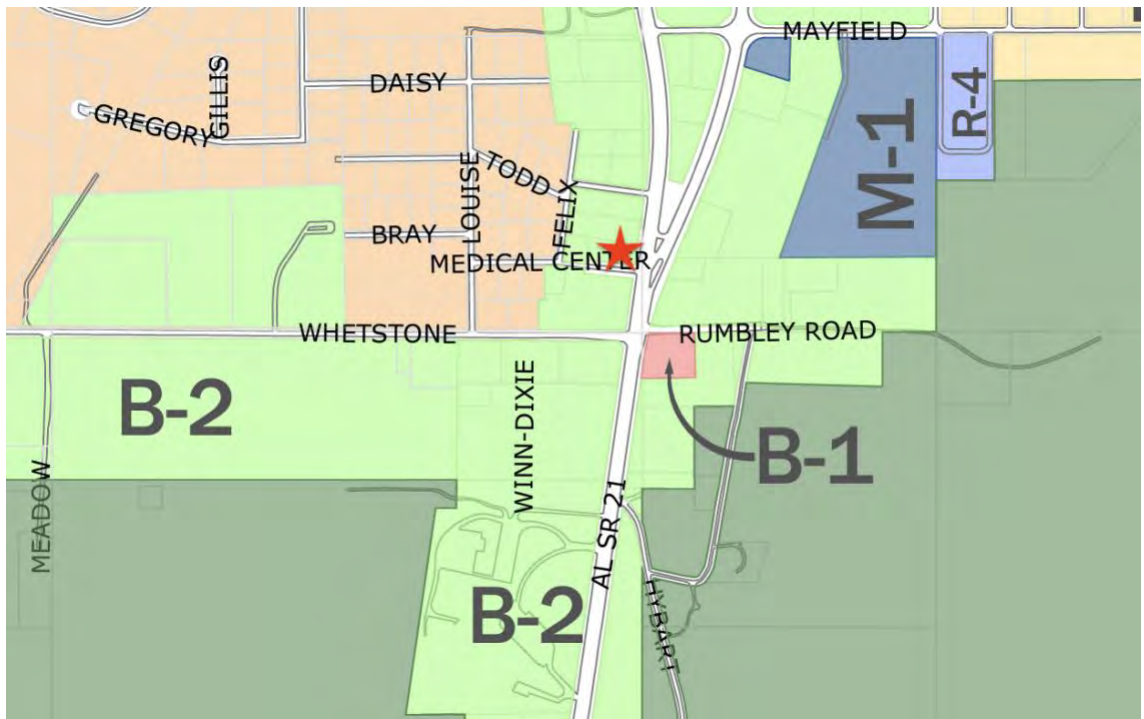
The Applicant is in escrow for the purchase of the property at 16 Medical Center Dr, as identified above. See attached purchase agreement (identified as “Attachment U to Exhibit 31 – Monroeville Dispensary Purchase Agreement”)

31.5 Local Jurisdiction Approval

The City Council of Monroeville, Alabama adopted an ordinance approving the operation of cannabis dispensary operations within the municipality. See attached a copy of ordinance, (identified as “Attachment V to Exhibit 31 – Monroeville City Ordinance Approving Cannabis Dispensary Operations”).

The official zoning map of the City of Monroeville indicates that the proposed address has a zoning designation of B-2, Business District, General Shopping. Monroeville’s Zoning Ordinance defines the Purpose of the B-2 Zoning District as *“This district is designed primarily to accommodate existing and future development of mixed commercial uses that are complementary to each other and contribute to commerce of the city.” (Section 3.1 of Article XIII)*

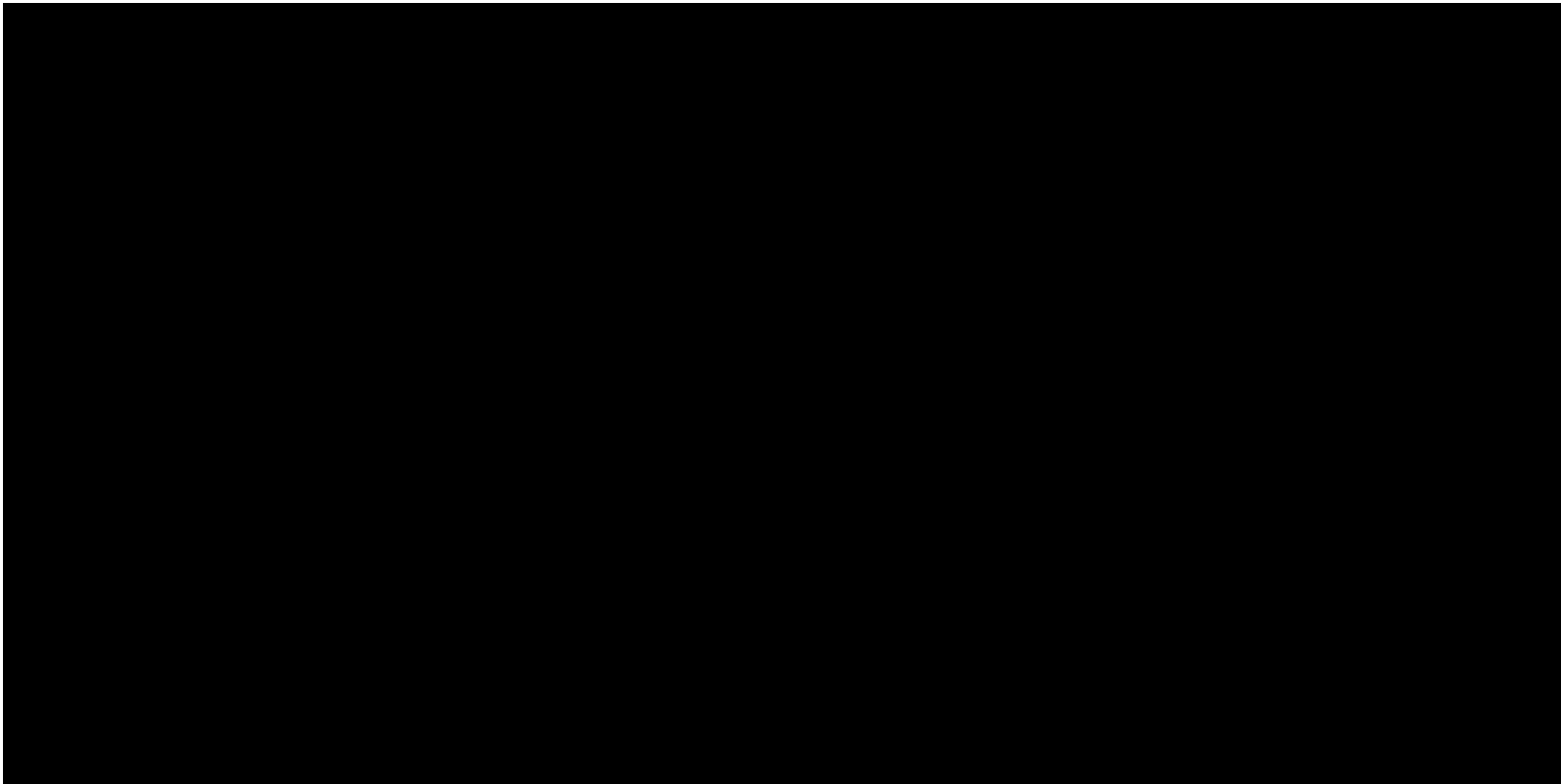
Proposed location indicated with red star.



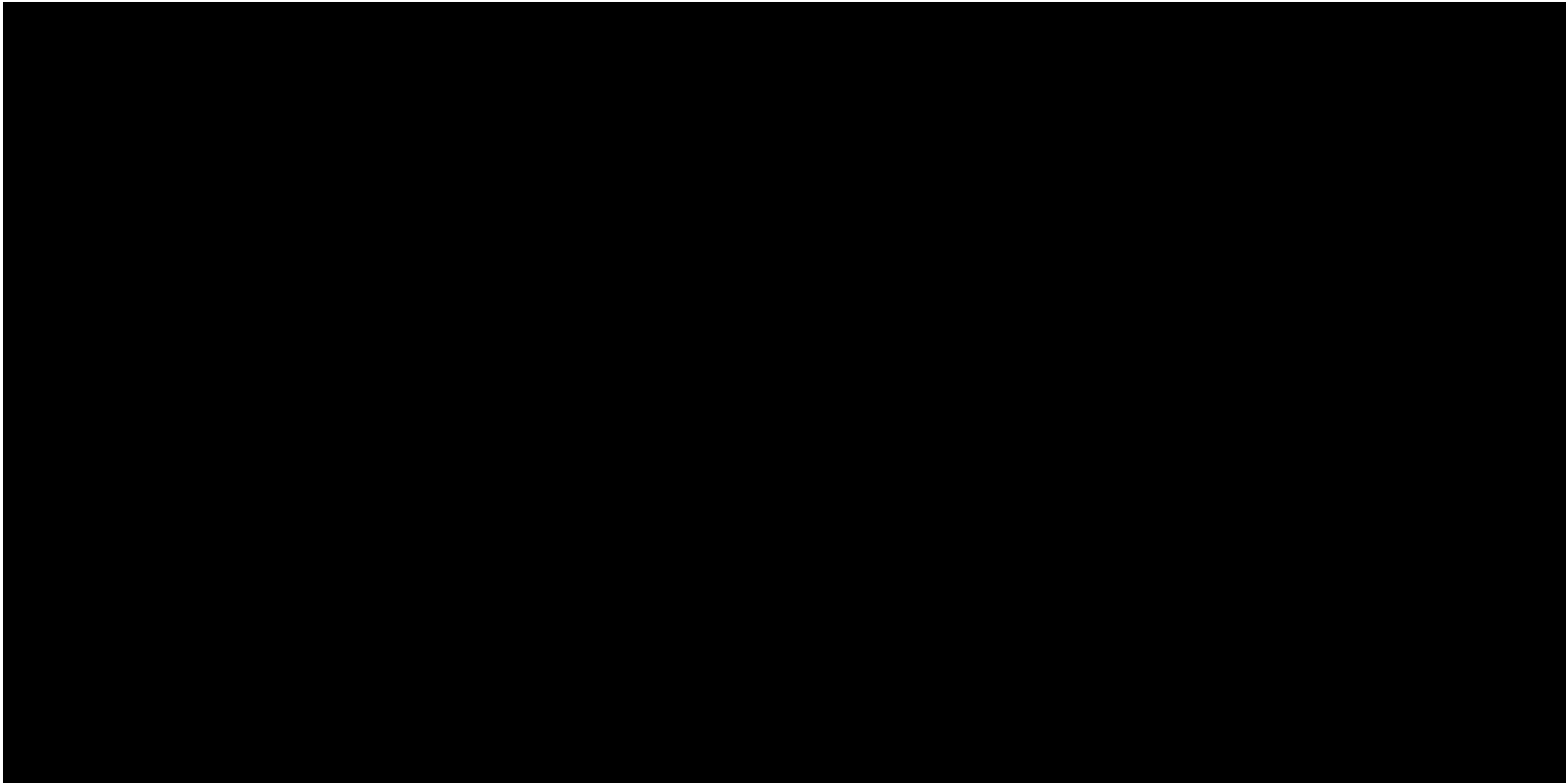
31.6 Floor Plan of Facility

The Applicant has provided below, a floor plan, a security access plan, and a security device plan, as well as a site map, in the respective order, for the proposed dispensary facility at 16 Medical Center Dr, as identified above.

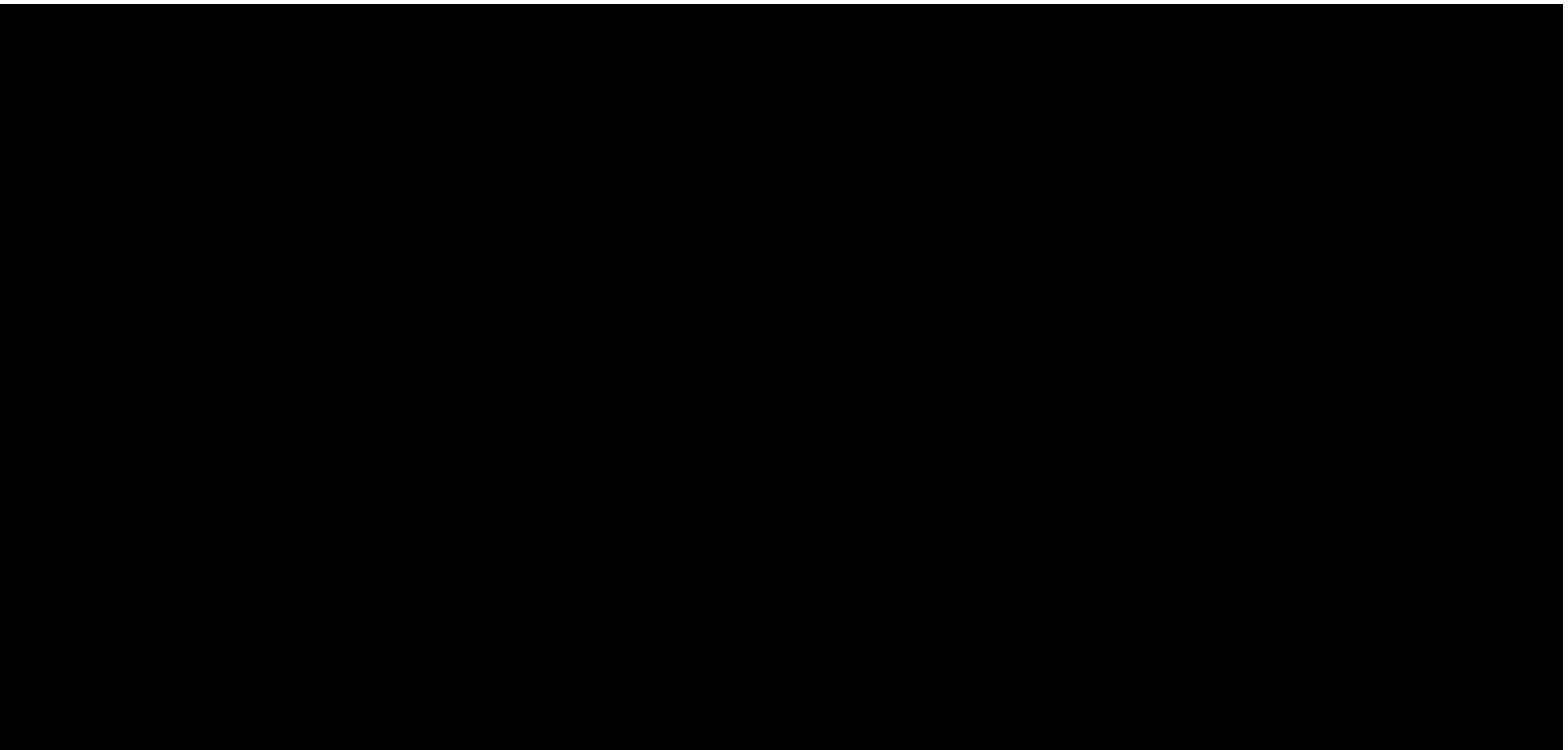
Floor Plan



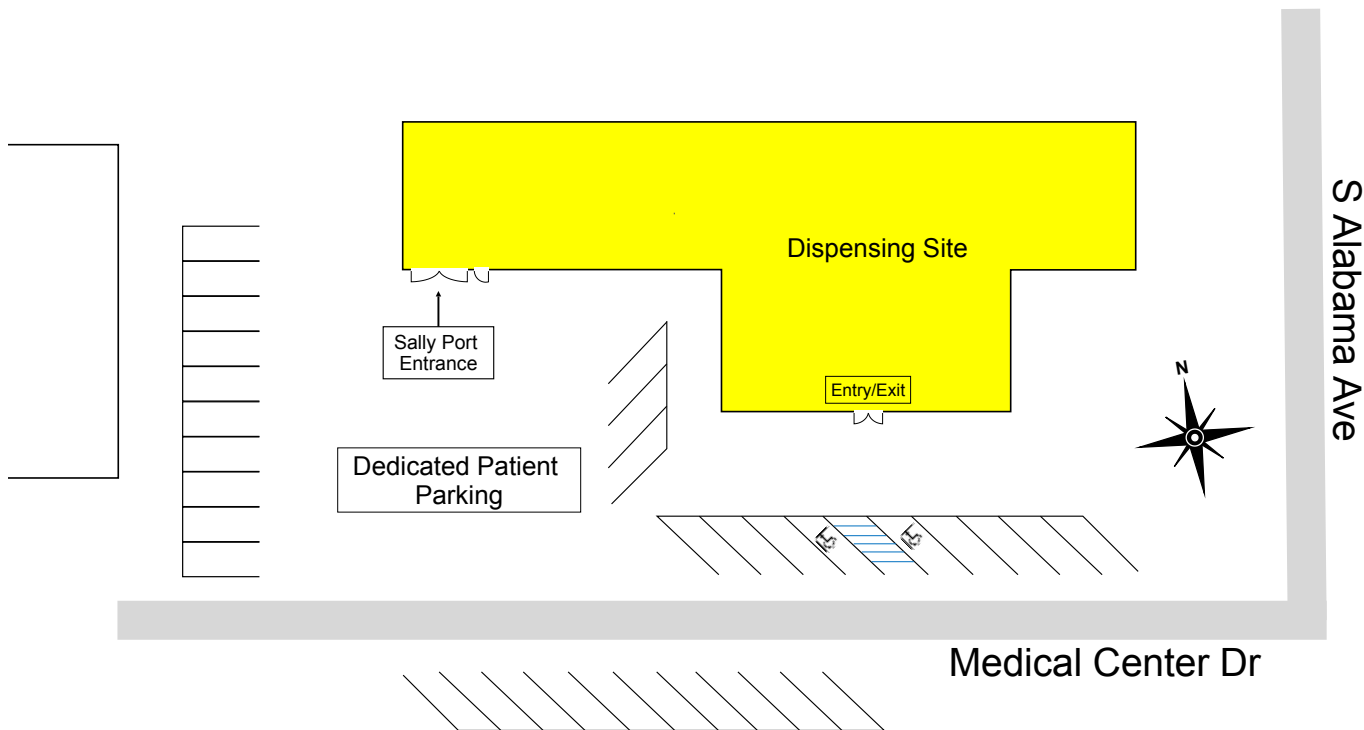
Security: Access Plan



Security: Device Plan



Site and Parking Map



31.7 A timetable for completion and commencement of operations as to the facility.

The applicant expects that construction of the FlowerMedic Medical Cannabis Dispensary Facility - Monroeville including compliance with all facility requirements under the Act and the AMCC Rules, will be complete on or before October 2, 2023.

The applicant expects that it will commence operations at the FlowerMedic Medical Cannabis Dispensary Facility – Monroeville no later than February 27, 2024. The applicant will be able to commence operations sooner than February 27, 2024, provided that the patient demand and medical cannabis supply support an earlier date for commencement of operations, (i.e., selling to patients).

31.8 Public Access to Facility

The FlowerMedic Medical Cannabis Dispensary Facility – Monroeville will be open to the public with admittance only allowed to verified patients and/or caregivers.

31.9 Facility Hours of Operation / After Hours Contact

The applicant anticipates that the FlowerMedic Dispensary Facility – Monroeville will be occupied by the applicant’s employees during the following hours:

Monday – Saturday: 10:00 a.m. – 9:00 p.m.

Sunday: 11:00 a.m. – 8:00 p.m.

After Hours Management Contact:

Ellis Olinger, President

110 Volanta Ave

Fairhope, AL 36532

Phone: (251) 583-3601

Attachment A to Exhibit 31 – Cultivation and Processing Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated as of December 12, 2022 (the "Effective Date"), by and between FLOWERWOOD NURSERY, INC., an Alabama corporation ("Lessor"), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551, and FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company ("Lessee"), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551.

1. **PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby accepts and leases from Lessor, all of that certain real property and improvements thereon located in Loxley, Baldwin County, Alabama, consisting of 4.7+/- acres of land together with a 34,500+/- square foot greenhouse and other physical improvements thereon, and being a portion of that certain real property identified as Parcel Number 05-42-02-03-0-000-002.002 and PIN 98629 in the Baldwin County Revenue Commissioner's records (the "Premises"). The Premises are more particularly depicted on Exhibit A attached hereto. Lessor leases the Premises to Lessee, and Lessee accepts and lets the Premises from Lessor, for at the rental and upon the terms and conditions hereinafter set forth.

2. **TERM AND TERMINATION.**

(a) **TERM.** The initial term of this Lease (the "Initial Term") will be for a period of thirteen (13) months, commencing on the Effective Date and ending on December 31, 2023, unless earlier terminated in accordance with the terms of this Lease. At the end of the Initial Term, this Lease will automatically renew and be extended for up to eight (8) additional succeeding periods of one (1) year each (each, a "Renewal Term") commencing on January 1 and ending on the following December 31, unless terminated pursuant to Section 2(b). This Lease and all of the terms, provisions, covenants, and obligations herein shall govern the relationship between Lessor and Lessee during the Initial Term and each Renewal Term. The Initial Term and each Renewal Term or portion thereof (if any) are collectively referred to in this Lease as the "Term."

(b) **TERMINATION.** Either Lessor or Lessee may terminate this Lease effective as of the last day of any month during the Term by delivering written notice to the other party at least one (1) month before the effective date of termination. If the Alabama Medical Cannabis Commission (the "AMCC") denies Lessee's application for an integrated facility license, this Lease will automatically terminate on the date of such denial.

3. **RENT.**

(a) **RENT COMMENCEMENT.** Payment of Rent (as defined in Section 3(b)) will commence on the date that the AMCC grants an integrated facility license to Lessee (the "Rent Commencement Date"). The period beginning on the Rent Commencement Date and ending on December 31, 2023 is referred to as "Year 1" for purposes of the Rent.

(b) **RENT.** Beginning on the Rent Commencement Date, Lessee shall pay rent (the "Rent") to Lessor as follows:

<u>Year of Term</u>	<u>Monthly Rent</u>
1-3	\$8,000
4-6	\$8,800
7-9	\$9,680

Lessee shall pay the Rent on or before the fifth (5th) day of each month without notice or demand and without abatement, reduction, or set-off for any reason. The Rent shall be prorated for any month during the Term that is not a full calendar month. If the Rent Commencement Date is not on the first day of a month, Lessee shall

pay the Rent for the first month no later than ten (10) days following the Rent Commencement Date.

4. POSSESSION. Lessee's right to possession of the Premises will commence on the Rent Commencement Date.

5. USE OF PREMISES. Lessee shall use and occupy the Premises only for purposes of operating a medical cannabis business and related activities and for no other purposes unless Lessee obtains the prior written consent of Lessor. Lessee shall not commit waste or permit waste to be committed on the Premises and shall not use the Premises or allow the Premises to be used for any illegal, unlawful, or improper purpose or in violation of any license, permit, zoning restrictions, or other applicable laws regulating or restricting use of the Premises, or for any purpose which may constitute a nuisance, public or private, or injure the reputation of the Premises.

6. COMPLIANCE WITH LEGAL REQUIREMENTS. Lessee, at its sole cost and expense, shall promptly and effectively comply with all Legal Requirements (as hereinafter defined) applicable to Lessee's use of the Premises and its operations and activities on the Premises. Lessee shall, at its sole cost and expense, at all times maintain in full force and effect all licenses, permits, and approvals of any federal, state, or local governmental authority required in connection with Lessee's use of the Premises and its operations and activities on the Premises. The term "Legal Requirements" means all federal, state, and local laws, statutes, regulations, rules, ordinances, codes, decisions of courts, judgments, orders, decrees, guidelines, directives, permits, permit conditions, and governmental restrictions and requirements, all administrative and judicial rulings thereon and interpretations thereof, and all covenants and restrictions of record, applicable to, relating to, concerning, or affecting Lessee, the Premises, and Lessee's use of the Premises and its operations and activities thereon.

7. MAINTENANCE. Lessee shall at all times during the Term, at its own cost and expense, keep and maintain the Premises in the same order, condition, and repair as existed on the Effective Date, reasonable wear and tear excepted.

8. NO LIENS. Lessee agrees to pay when due all sums of money that become due for any labor, services, materials, supplies, or equipment furnished to or for Lessee or its account, in, upon, or about the Premises and that may be secured by any mechanic's, materialmen's, or other lien against the Premises. Lessee covenants and agrees with Lessor that Lessee will not permit or suffer to be filed or claimed against or attached to the Premises any such lien by any person claiming under, by, through or against Lessee. If any such lien is claimed or filed, Lessee shall, within ten (10) days after the lien has been filed, bond against or discharge the same. The provisions of this Section shall survive the expiration or termination of this Lease.

9. INDEMNIFICATION. Lessee shall indemnify and defend Lessor and hold Lessor harmless from and against any and all claims, actions, damages, liabilities, judgments, fines, penalties, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, arising from, relating to, or in connection with (a) Lessee's breach of or failure to perform, observe, or comply with any term, provision, covenant, or obligation contained in this Lease; (b) Lessee's use or occupancy of the Premises or operations or activities upon the Premises of any kind or nature whatsoever; and (c) any accident, loss of life, personal injury, damage to property, or other harm or loss occurring in, upon, or about the Premises or arising out of or in connection with any activities, events, or occurrences in, upon, or about the Premises. Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease.

10. DEFAULT AND REMEDIES.

(a) DEFAULT. The occurrence of either or both of the following events shall constitute a default and a breach of this Lease by Lessee (an "Event of Default"): (i) Lessee fails to pay Rent or any other charge due under this Lease within thirty (30) days following the date when due; and (ii) Lessee breaches or fails to observe or perform any term, provision, covenant, or obligation under this Lease and, within thirty (30) days after delivery of written notice thereof, fails to cure same or to reach a mutual agreement with Lessor on a plan to cure same.

(b) REMEDIES. Upon a Default by Lessee, Lessor shall have, in addition to any other rights and remedies that Lessor may have under applicable law, the right and option to immediately terminate this Lease and re-enter and take possession of the Premises, without any previous notice of intention to re-enter, and expel and remove all persons and property from the Premises, and use such force, methods, and assistance in effecting such removal as Lessor may deem necessary and advisable to immediately recover full and exclusive possession of the Premises, and such removed property may be stored at a location selected by Lessor at the sole cost of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or forcible entry, or becoming liable for any loss or damage which may be occasioned thereby, and Lessee shall have no further claim or rights under this Lease. Such termination and re-entry shall not relieve Lessee from any liability for damages for breach or from any liability or obligation under this Lease that accrued prior to the date of such termination or that by the terms of this Lease survives the termination of the Lease, and these liabilities and obligations of Lessee shall survive the termination of the Lease and the entry and possession of the Premises by Lessor. In the event Lessor utilizes the services of an attorney or attorneys in connection with any Default by Lessee, Lessee shall pay or reimburse to Lessor all attorney fees, costs, and expenses incurred in connection therewith, such obligation to survive the termination or expiration of this Lease.

11. SURRENDER; HOLDING OVER. Upon the expiration or termination of this Lease, Lessee shall remove all of Lessee's personal property, movable fixtures, and equipment from the Premises no later than the date of expiration or termination, and shall surrender and deliver quiet and peaceful possession of the Premises to Lessor in good order, condition, and repair, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Lessor, whereupon Lessee shall have no further right, title or interest in and to the Premises. If Lessee does not remove Lessee's personal property, movable fixtures, and equipment as provided in this Section, then Lessor shall have the right to consider all personal property, movable fixtures, and equipment remaining upon the Premises abandoned, and such personal property, movable fixtures, and equipment remaining upon the Premises shall become Lessor's property, and Lessee shall have no further rights relating thereto or for return thereof or reimbursement therefor. Any holding over by Lessee after the expiration of the Term without the written consent of Lessor shall be construed to be a tenancy from month to month, and not as an extension of the Term. Any such holding over shall otherwise be upon the terms and provisions of this Lease and shall be considered to be part of the Term. Nothing in this Section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein.

12. ASSIGNMENT AND SUBLETTING; CHANGE OF BUSINESS.

(a) ASSIGNMENT AND SUBLETTING. Lessee may not assign or otherwise transfer this Lease, delegate any of its obligations under the Lease, sublease the Premises or any part thereof, nor permit the occupation of all or any part of the Premises by any other party without the prior written consent of Lessor, which consent Lessor may grant or withhold in its sole and absolute discretion. Any such assignment, transfer, delegation, subletting, or occupation, even with the consent of Lessor, shall not relieve Lessee from liability for payment of the Rent and other sums provided in this Lease or from the obligation to keep and perform all of the other terms and obligations of and under this Lease. Lessor's acceptance of Rent from any other person shall not be deemed to be a waiver of any provision of this Lease or a consent to any assignment or delegation of the Lease, or subletting or occupation of the Premises.

(b) CHANGE OF BUSINESS. Lessor may immediately terminate this Lease by delivering written notice of termination to Lessee in the event that Lessee discontinues normal business operations for a period of thirty (30) days or more, sells all or substantially all of its assets, has a 50% or greater change in ownership, dissolves, liquidates, files or has filed against it a petition under federal bankruptcy laws, makes an assignment for the benefit of creditors, has a receiver appointed for it or a substantial part of its assets or otherwise takes advantage of any federal or state statute or law designed for relief of debtors.

13. DAMAGE OR DESTRUCTION OF PREMISES. In the event that the Premises are damaged or destroyed by fire, windstorm, or any other casualty, then either Lessor or Lessee may terminate this Lease upon at least fifteen (15) days prior written notice to the other party. If the Lease is not terminated, then Lessee shall repair,

restore, and rebuild the Premises to a condition at least equivalent to the condition existing immediately before such casualty with reasonable diligence and continuity. If, during the period of such repair and restoration, Lessee is unable to reasonably use all or any part of the Premises in the ordinary course of Lessee's business without material interference or impairment, then Lessee shall receive a reduction in the Rent to the extent that the Rent exceeds any business interruption insurance proceeds payable to Lessee. Such reduction shall be proportionate to the fraction of the Premises unusable by Lessee in the ordinary course of its business without material interference or impairment from the date of the casualty until Lessee is again reasonably able to use the entire Premises without material interference or impairment, as determined by Lessor in Lessor's reasonable discretion, and such determination will be final and binding upon the parties.

14. EMINENT DOMAIN. If the Premises or any part thereof shall be taken by exercise, or threat of exercise, of the right of eminent domain, the entire award made with respect to such taking shall belong to Lessor.

15. RIGHT OF ACCESS. Lessor may enter the Premises and all parts thereof at any reasonable time to inspect, examine, and conduct tests upon the Premises and to carry out or enforce any provision of this Lease. Lessor shall have the right to use any and all means necessary to obtain entry to the Premises in an emergency. Lessor's entry to the Premises shall not under any circumstances be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

16. GENERAL PROVISIONS.

(a) AMENDMENT. Any amendment or modification to this Lease shall be in a written instrument signed by the duly authorized representatives of Lessor and Lessee. In no event will this Lease be deemed amended or modified by course of conduct of the parties.

(b) RELATIONSHIP OF PARTIES. Lessor and Lessee are independent contracting parties. This Agreement shall not be construed to create any partnership, agency, or joint venture relationship between Lessor and Lessee, or any association between them in the conduct of each other's business, and neither Lessor nor Lessee is or shall be deemed to be partner, agent, joint-venturer, or associate of or for the other party.

(c) NOTICES. All notices, requests, or other communications required or permitted hereunder shall be in writing and be deemed to have been given or delivered upon the first to occur of (i) actual receipt by the addressee; (ii) when personally delivered; (iii) one (1) business day following delivery to a nationally recognized overnight delivery service for next day delivery; (iv) three (3) business days following deposit in good faith in the United States certified mail, return receipt requested and postage prepaid; or (v) when transmitted by e-mail, with receipt confirmed. All notices, requests, or other communications shall be sent by either party to the other party at such party's last known or reasonably ascertainable mailing address, or e-mail address. A party may specify a different address or number to which communications shall be sent by giving notice in the manner provided in this section.

(d) NO WAIVER. No provision of this Lease may be waived except by a written document signed by the party granting such waiver. No failure, delay, or omission by either party to insist upon the other party's strict performance of or compliance with any term or provision contained in this Lease or to exercise any right or remedy under or with respect to this Lease shall be deemed a waiver of such provision, right, or remedy or any other provision, right, or remedy.

(e) ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed binding on Lessor or deemed an accord and satisfaction, and Lessor may accept such check or payment from Lessee without prejudice to Lessor's right to recover the balance of the Rent or other charges owing by Lessee, and without limitation on Lessor's right to pursue each and every other remedy in this Lease or provided by law or in equity.

(f) GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL. This Lease and the rights and obligations of the parties shall be governed by and construed and enforced in accordance with the laws of the State of Alabama without regard to any applicable conflicts of laws or choice of law principles. Any suit relating in any way to this Agreement shall be brought either in in the Circuit Court of Baldwin County, Alabama, or the United States District Court for the Southern District Alabama, located in Mobile, Alabama (subject to jurisdictional requirements). THE PARTIES EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS LEASE.

(g) SUCCESSORS AND ASSIGNS. The terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors, permitted assigns, and legal representatives.

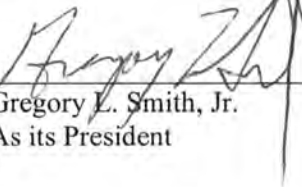
(h) SURVIVAL. In addition to any other provisions for survival set forth in this Lease, Lessee's obligation to pay Rent and any other sums of money to Lessor and the provisions of this Lease that require Lessee to indemnify Lessor shall survive the termination or expiration of this Lease.

(i) COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single fully executed Lease. Signatures to this Lease may be transmitted by facsimile, email, portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the signature to this Lease and such signature shall have the same effect as the physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease by and through their duly authorized officers effective as of the Effective Date.


LESSOR:

FLOWERWOOD NURSERY, INC., an Alabama corporation

By: 
Gregory L. Smith, Jr.
As its President

LESSEE:

FLOWERWOOD MEDICAL CANNABIS, LLC., an Alabama limited liability company

By: 
Ellis V. Ollinger, III
As its President

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned notary public in and for said County in said State, hereby certify that Gregory L. Smith, Jr., whose name as President of FLOWERWOOD NURSERY, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

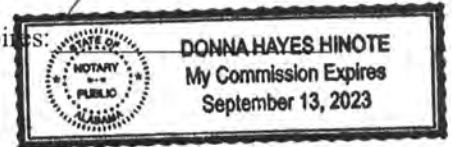
Given under my hand and official seal this the 12th day of December, 2022.

(AFFIX SEAL)



Donna Hayes Hinote
NOTARY PUBLIC

My commission expires:



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned notary public in and for said County in said State, hereby certify that Ellis V. Ollinger, III, whose name as President of FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 12th day of December, 2022.

(AFFIX SEAL)



Donna Hayes Hinote
NOTARY PUBLIC

My commission expires:





Attachment B to Exhibit 31 - Loxley Letter of Support



CITY OF LOXLEY

RICHARD L. TEAL, MAYOR

City Clerk – Treasurer
Melissa Lawrence

P. O. Box 9
LOXLEY, ALBAMA 36551

Council Members

Richard Lee Wilson
Jeffrey T. Knight
Katherine Q. Breeden
Chris McCall
Kasey Childress

OFFICE: (251) 964-5162
FAX: (251) 964-5371

December 1, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Re: Letter of Support for Flowerwood Medical Cannabis, LLC

Dear Commission,

It has come to my attention that Flowerwood Medical Cannabis, LLC is applying for an Alabama Integrated Medical Cannabis license. As the Community Development Director for the City of Loxley, I am pleased to offer my support for this endeavor, and for its location in Loxley, Al.

To this end, should Flowerwood Medical Cannabis, LLC be awarded a license, my office will work closely with them to make sure that any future medical cannabis facility meets all zoning requirements and other applicable ordinances as well as work with them to develop the workforce necessary to fill the jobs created through such an endeavor.

Flowerwood has been a pillar of the Baldwin County community for decades. They have employed hundreds of our residents and have been a leader in the business community since 1946. I have the utmost confidence that they would be an exceedingly competent choice for this exciting new venture, and I am excited about the boost and opportunities it will provide for our local economy.

Cordially,

Jonathan I. Smith, M.P.A.
Community Development Director
City of Loxley

Attachment C to Exhibit 31 - Loxley Police Department Letter of Support



Loxley Police Department

Chief of Police
John M. Cason

Post Office Box 9
2128 East Relham Drive
Loxley, Alabama 36551
251-964-6000
Fax: (251)-964-5900

December 27, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Commissioner McMillian,


The Loxley, AL Police Department has full knowledge of and is fully supportive of Flowerwood Medical Cannabis's plans and efforts to obtain a fully Integrated Medical Cannabis license in the state of Alabama.

The Loxley Police Department will be providing their off-duty officers as security guards for Flowerwood's Cultivation and Processing facility and Dispensary in Loxley, AL. We are looking forward to serving as a resource to Flowerwood as they plan, implement, and execute their security plan and practices.

This opportunity is beneficial to Flowerwood, the Loxley Police Department and therefore our community.

If I can be of any further assistance in this matter, please do not hesitate to reach out to me directly.

Sincerely,



Chief John Cason

Loxley Police Chief

**Attachment D to Exhibit 31 -
Representative Donna Givens Letter of
Support**

December 1, 2022
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Dear Commissioner McMillan,

I would like to offer my strong support to Flowerwood Medical Cannabis, LLC, in its endeavor to be granted an Alabama Integrated Medical Cannabis license for its location in my district here in Loxley, and I hope that you and the rest of the Medical Cannabis Commission will see fit to approving their request.

I can assure you that my office and I will be working closely with Flowerwood Medical Cannabis to make sure there is proper governmental oversight and assistance for their endeavors, whether it's encouraging workforce development to help fill the jobs this venture will create or navigating the zoning ordinances inherent in the local governmental process. This business will be an important part of my district that will certainly be an asset to our citizens here in Baldwin County and across the Coastal Alabama region.

I know I do not have to tell you about the decades of positive impact that Flowerwood has had in Baldwin County since 1946. Their name has been and continues to be synonymous with good high-paying jobs, community involvement and business leadership for as long as any of us can remember and I feel blessed to get to represent them as part of my district and I know we can count on them to handle this new industry and business opportunity in the same steadfast and stalwart fashion that we have come to know from them.

Signed Orvas G. News
Title Representative
Entity State of Alabama

Attachment E to Exhibit 31 - Senator Greg Albritton Letter of Support



ALABAMA STATE SENATE
ALABAMA STATE HOUSE
11 SOUTH UNION STREET, SUITE 727
MONTGOMERY, ALABAMA 36130-4600

GREG ALBRITTON
State Senator District 22
Telephone: (334) 261-0785
Email: greg.albritton@alsenate.gov

COMMITTEES:
Finance & Taxation General Fund, Chairman
Children, Youth & Human Services
Finance & Taxation Education
Governmental Affairs
Judiciary

December 5, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Dear Commissioner McMillan,

I would like to offer my strong support to Flowerwood Medical Cannabis, LLC, in its endeavor to be granted an Alabama Integrated Medical Cannabis license for its location in my district here in Loxley, and I hope that you and the rest of the Medical Cannabis Commission will see fit to approving their request.

I can assure you that my office and I will be working closely with Flowerwood Medical Cannabis to make sure there is proper governmental oversight and assistance for their endeavors, whether it's encouraging workforce development to help fill the jobs this venture will create or navigating the zoning ordinances inherent in the local governmental process. This business will be an important part of my district that will certainly be an asset to our citizens here in Baldwin County and across the Coastal Alabama region.

I know I do not have to tell you about the decades of positive impact that Flowerwood has had in Baldwin County since 1946. Their name has been and continues to be synonymous with good high-paying jobs, community involvement and business leadership for as long as any of us can remember and I feel blessed to get to represent them as part of my district and I know we can count on them to handle this new industry and business opportunity in the same steadfast and stalwart fashion that we have come to know from them.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Albritton", written over a horizontal line.

Sen. Greg Albritton
Sen. District 22

Attachment F to Exhibit 31 - Baldwin County Zoning Verification



BALDWIN COUNTY,
ALABAMA
Planning and Zoning Department

Main Office - 251.580.1655
22251 Palmer St., Robertsdale, AL 36567

Foley Office - 251.972.8523
201 East Section Ave., Foley, AL 36535

ZONING VERIFICATION REQUEST
Case #: ZV22-000552

This zoning verification is for informational purposes only. This is not a permit approval

A Site Plan approval is required for any new use or structure in a zoned area. This document is a verification of the zoning regulations applicable as of 12/27/2022

No assurances or guarantees are made as to what zoning regulations may be applicable in the future. Any setbacks provided do not account for the potential that more restrictive setbacks may apply as documented and required within a recorded, platted subdivision.

Applicant

Name: Ellis Ollinger
Address: 110 Volanta Ave. Fairhope AL 36532
Business Name: Flowerwood Nursery, Inc.
Business Address: 110 Volanta Ave. Fairhope AL 36532

Site Information

Parcel ID Number: 05-42-02-03-0-000-002.002
Physical Address: (E-911): 15309 KELLY RD LOXLEY, AL 36551

Project Information

Applicant's Description of Proposed Use: Medical Cannabis Cultivation and processing

Staff Review

Building Permit Jurisdiction: Baldwin County
Zoning Status: Zoned
Planning District: 12: Loxley
City Limits: Unincorporated Baldwin County
Zoning Classification: RA Rural Agricultural District
Fire District: N/A - Except for Location Verification for Liquor License
Verification Status: Complete
Date of Verification: 12/27/2022

Planner's Comments: **The planting and harvesting of crops is permitted under the RA zoning designation. If you are proposing any other activities, such as direct sales, a different zoning designation may be required. Site Plan Approval is required for any structures.**

Reviewed By: Linda Lee, Planner

Attachment G to Exhibit 31 - Loxley Dispensary Lease Agreement

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease") is made and entered into as of December 12, 2022 (the "Effective Date"), by and between FLOWERWOOD NURSERY, INC., an Alabama corporation (the "Lessor"), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551, and FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company ("Lessee"), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551.

1. **PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby accepts and leases from Lessor, all of that certain real property and improvements thereon in Baldwin County, Alabama, located at 12601 North Hickory Street, Loxley, Alabama 36551, consisting of 0.62+/- acres of land and a 1,920+/- square foot building thereon (the "Building"), and being identified as Parcel Number 05-42-02-03-0-000-002.005 and PIN 205201 (with an address of 12593 Highway 59, Loxley, Alabama 36551) in the Baldwin County Revenue Commissioner's records (the "Premises"). Lessor leases the Premises to Lessee, and Lessee accepts and lets the Premises from Lessor, for at the rental and upon the terms and conditions hereinafter set forth.

2. **TERM.**

(a) **TERM.** The initial term of this Lease (the "Initial Term") will be for a period of thirteen (13) months, commencing on the Effective Date and ending on December 31, 2023, unless earlier terminated in accordance with the terms of this Lease. At the end of the Initial Term, this Lease will automatically renew and be extended for up to eight (8) additional succeeding periods of one (1) year each (each, a "Renewal Term") commencing on January 1 and ending on the following December 31, unless terminated pursuant to Section 2(b). This Lease and all of the terms, provisions, covenants, and obligations herein shall govern the relationship between Lessor and Lessee during the Initial Term and each Renewal Term. The Initial Term and each Renewal Term or portion thereof (if any) are collectively referred to in this Lease as the "Term."

(b) **TERMINATION.** Either Lessor or Lessee may terminate this Lease effective as of the last day of any month during the Term by delivering written notice to the other party at least one (1) month before the effective date of termination. If the Alabama Medical Cannabis Commission (the "AMCC") denies Lessee's application for an integrated facility license, this Lease will automatically terminate on the date of such denial.

3. **RENT.**

(a) **RENT COMMENCEMENT.** Payment of Rent (as defined in Section 3(b)) will commence on the date that the AMCC grants an integrated facility license to Lessee (the "Rent Commencement Date"). The period beginning on the Rent Commencement Date and ending on December 31, 2023 is referred to as "Year 1" for purposes of the Rent.

(b) **RENT.** Beginning on the Rent Commencement Date, Lessee shall pay rent (the "Rent") to Lessor as follows:

<u>Year of Term</u>	<u>Monthly Rent</u>
1-3	\$2,000
4-6	\$2,200
7-9	\$2,420

Lessee shall pay the Rent on or before the fifth (5th) day of each month without notice or demand and without abatement, reduction, or set-off for any reason. The Rent shall be prorated for any month during the Term that is not a full calendar month. If the Rent Commencement Date is not on the first day of a month, Lessee shall

pay the Rent for the first month no later than ten (10) days following the Rent Commencement Date.

4. POSSESSION. Lessee's right to possession of the Premises will commence on the Rent Commencement Date.

5. USE OF PREMISES. Lessee shall use and occupy the Premises only for purposes of operating a medical cannabis dispensary and related activities and for no other purposes unless Lessee obtains the prior written consent of Lessor. Lessee shall not commit waste or permit waste to be committed on the Premises and shall not use the Premises or allow the Premises to be used for any illegal, unlawful, or improper purpose or in violation of any license, permit, zoning restrictions, or other applicable laws regulating or restricting use of the Premises, or for any purpose which may constitute a nuisance, public or private, or injure the reputation of the Premises.

6. COMPLIANCE WITH LEGAL REQUIREMENTS. Lessee, at its sole cost and expense, shall promptly and effectively comply with all Legal Requirements (as hereinafter defined) applicable to Lessee's use of the Premises and its operations and activities on the Premises. Lessee shall, at its sole cost and expense, at all times maintain in full force and effect all licenses, permits, and approvals of any federal, state, or local governmental authority required in connection with Lessee's use of the Premises and its operations and activities on the Premises. The term "Legal Requirements" means all federal, state, and local laws, statutes, regulations, rules, ordinances, codes, decisions of courts, judgments, orders, decrees, guidelines, directives, permits, permit conditions, and governmental restrictions and requirements, all administrative and judicial rulings thereon and interpretations thereof, and all covenants and restrictions of record, applicable to, relating to, concerning, or affecting Lessee, the Premises, and Lessee's use of the Premises and its operations and activities thereon.

7. SIGNS. Lessee shall have the right to install and display signs upon the Premises. All signs shall comply with all applicable Legal Requirements. Lessee shall maintain all signs in good order, condition, and repair at all times during the Term.

8. ALTERATIONS. Lessee shall not make nor enter any contract to make any alterations or additions to the Premises without the Lessor's prior written consent. If Lessor consents in writing to any alterations proposed by Lessee, the design, materials, and construction methods in connection with such alterations must be approved in writing by Lessor in advance of such alterations, and such alterations shall be constructed by a licensed, insured, and bonded contractor approved by Lessor in accordance with the design, materials, and construction methods approved by Lessor, and in a good and workmanlike manner, free of liens, and in compliance with all Legal Requirements. All alterations, additions, and improvements made or installed by the Lessee to or upon the Premises except for removable trade fixtures and equipment shall at once when made or installed be deemed to have attached to the Premises and to have become the property of Lessor unless otherwise agreed in writing by Lessor and Lessee.

9. NO LIENS. Lessee agrees to pay when due all sums of money that become due for any labor, services, materials, supplies, or equipment furnished to or for Lessee or its account, in, upon, or about the Premises and that may be secured by any mechanic's, materialmen's, or other lien against the Premises. Lessee covenants and agrees with Lessor that Lessee will not permit or suffer to be filed or claimed against or attached to the Premises any such lien by any person claiming under, by, through or against Lessee. If any such lien is claimed or filed, Lessee shall, within ten (10) days after the lien has been filed, bond against or discharge the same. The provisions of this Section shall survive the expiration or termination of this Lease.

10. MAINTENANCE AND REPAIR. Lessee, at Lessee's sole cost and expense, shall keep and maintain the Premises and every part thereof and all improvements thereon in a neat, clean and sanitary condition, and in good order, condition, and repair including, without limitation, all maintenance, upkeep, repairs, and replacements, necessary to maintain the Premises, including all improvements thereon, in good repair and proper order, including, without limitation: (a) the exterior of the Building; (b) all structural components of the Building; (c) all interior, non-structural components of the Building; (d) all systems serving the Building and the Premises including, without limitation, all electrical systems, lighting facilities, HVAC systems, pipes, plumbing and

sewerage systems, utility lines and connections, mechanical equipment, and fixtures; (e) all other improvements and fixtures upon the Premises, and (f) all landscaping, driveways, sidewalks, parking lots, curbs, fences, and signs located on the Premises. All repairs to the Premises conducted by Lessee hereunder shall be performed and accomplished in a good and workmanlike manner, free of liens, and in compliance with all Legal Requirements.

11. UTILITIES. Lessee shall be solely responsible for and shall pay all charges and expenses for the furnishing of utility services to the Premises, including, without limitation, water, electricity, natural gas, internet service, and telephone. Lessor shall not be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any failure, interference, or disruption in the supply or character of the utilities furnished to the Premises, and no such failure, interference, or disruption or defect shall be considered a constructive eviction, entitle Lessee to any abatement or diminution of rent or additional rent, or relieve Lessee from any obligations under the Lease.

12. TAXES; ASSESSMENTS. Lessee shall pay all real property taxes assessed with respect to the Premises during the Term. In addition, Lessee shall pay (a) all taxes, licenses, assessments, fees, and other charges that are laid, assessed, levied, or imposed on or with respect to the Premises and coming due during the Term; (b) all personal property taxes assessed on Lessee's fixtures, furnishings, equipment and all other personal property of Lessee on the Premises; (c) all taxes, licenses, assessments, fees, and other charges relating to Lessee's use of the Premises or its operations or activities on the Premises; and (d) all fines and levies that result from Lessee's use of the Premises or its operations or activities on the Premises. All real property taxes, and all other taxes, licenses, assessments, fees, charges, penalties, fines and levies (collectively, "Taxes and Assessments") shall be additional rent under this Lease. If Lessor shall pay any Taxes and Assessments which are to be paid by Lessee under this Section, Lessor shall deliver an invoice to Lessee therefor, and Lessee shall reimburse Lessor for such Taxes and Assessments within thirty (30) days following the date of such invoice.

13. INSURANCE.

(a) INSURANCE COVERAGES. Lessee shall obtain and maintain at all times during the Term, at Lessee's sole cost and expense, the following insurance coverages:

(i) Property and casualty insurance covering all improvements on the Premises, including all improvements now located on the Premises or that may be constructed or placed on the Premises, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, earthquake, and such other perils as are from time to time included in a policy of "all risk" property insurance and extended coverage insurance on the roof, outside walls and structural portions (both interior and exterior) of the Premises.

(ii) Insurance covering all business personal property and equipment placed upon or installed in the Premises against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood or earthquake. The insurance shall be in an amount no less than one hundred percent (100%) of the replacement cost of such personal property and equipment placed upon or installed in the Premises.

(iii) General liability insurance against all claims and liability for personal injury, death, and property damage occurring in, on or about the Premises, or by reason of any business, operations, or activities conducted on the Premises, any event, occurrence, or accident upon the Premises, or any act or omission of Lessee or any of the Lessee Affiliates. The insurance coverage shall be in an amount not less than One Million Dollars (\$1,000,000) for bodily injury or death to any one person, One Million Dollars (\$1,000,000) for any one accident or occurrence, One Million Dollars (\$1,000,000) for property damage, and Three Million Dollars (\$3,000,000) general aggregate. Lessee must cause the policy by which Lessee provides the general liability insurance to be endorsed to order to confirm that (i) the insurance is primary insurance, and (ii) insurance maintained by or for Lessor's benefit will not reduce the proceeds payable in respect of any claim made on the insurance that Lessee furnishes in accordance with the terms of this Section.

(iv) Business interruption insurance on the Premises in an amount not less than the Rent for six (6) months.

(v) Worker's compensation insurance coverage in such amounts and under such policies as are required by the State of Alabama.

(b) PROVISIONS APPLICABLE TO INSURANCE. Lessee shall comply with the following with respect to all insurance policies that Lessee is required to maintain hereunder: (i) all insurance shall be carried by an insurance company authorized to transact business in the State of Alabama, having an A.M. Best rating of A- or better, and approved by Lessor; (ii) each policy shall name Lessee, Lessor, any mortgagee, and any other parties designated by Lessor as insured parties, additional insured parties, or as loss payees, as their respective interests may appear, as appropriate, and shall contain a standard mortgagee clause in favor of Lessor's mortgagees, if any, reasonably satisfactory to Lessor; (iii) each policy shall contain a contractual liability endorsement in form sufficient to cover the obligations of Lessee under the indemnification furnished to Lessor under Section 14 ("Indemnification") of this Lease; (iv) each policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Lessor and shall provide that any coverage carried by Lessor be excess insurance; (v) Lessee shall furnish to Lessor certificates of insurance reflecting that all policies required to be maintained hereunder are in force at all times during the Term; (vi) each policy must provide that the insurer will cancel, terminate or materially change the policy only after it has given Lessor, Lessor's mortgagees (if any), and Lessee written notice of the anticipated cancellation, termination, or material change at least ten (10) days in advance of the time at which the cancellation, termination, or material change becomes effective; and (vii) each policy must contain a waiver by the insurer of all rights of subrogation against Lessor and other additional insured parties, its or their agents, employees, officers, and representatives which arises or might arise by reason of any payment under such policies or by reason of any act or omission of Lessor, its agents, employees, officers, or representatives.

14. INDEMNIFICATION. Lessee shall indemnify, defend and hold harmless from and against any and all claims, actions, damages, liabilities, judgments, fines, penalties, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, in connection with or arising from (a) Lessee's breach of or failure to perform, observe or comply with any term, provision or obligation contained in this Lease; (b) any occurrence or event in, upon or about the Premises; (c) any act or omission of Lessee or any of Lessee's officers, managers, employees, agents, or contractors; and (d) damage to the Premises or loss of life, personal injury, or damage to property occurring in, on or about the Premises from any cause whatsoever. In the event Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation.

15. DEFAULT AND REMEDIES.

(a) DEFAULT. The occurrence of either or both of the following events shall constitute a default and a breach of this Lease by Lessee (an "Event of Default"): (i) Lessee fails to pay Rent or any other charge due under this Lease within thirty (30) days following the date when due; and (ii) Lessee breaches or fails to observe or perform any term, provision, covenant, or obligation under this Lease and, within thirty (30) days after delivery of written notice thereof, fails to cure same or to reach a mutual agreement with Lessor on a plan to cure same.

(b) REMEDIES. Upon a Default by Lessee, Lessor shall have, in addition to any other rights and remedies that Lessor may have under applicable law, the right and option to immediately terminate this Lease and re-enter and take possession of the Premises, without any previous notice of intention to re-enter, and expel and remove all persons and property from the Premises, and use such force, methods, and assistance in effecting such removal as Lessor may deem necessary and advisable to immediately recover full and exclusive possession of the Premises, and such removed property may be stored at a location selected by Lessor at the sole cost of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or

forcible entry, or becoming liable for any loss or damage which may be occasioned thereby, and Lessee shall have no further claim or rights under this Lease. Such termination and re-entry shall not relieve Lessee from any liability for damages for breach or from any liability or obligation under this Lease that accrued prior to the date of such termination or that by the terms of this Lease survives the termination of the Lease, and these liabilities and obligations of Lessee shall survive the termination of the Lease and the entry and possession of the Premises by Lessor. In the event Lessor utilizes the services of an attorney or attorneys in connection with any Default by Lessee, Lessee shall pay or reimburse to Lessor all attorney fees, costs, and expenses incurred in connection therewith, such obligation to survive the termination or expiration of this Lease.

16. SURRENDER; HOLDING OVER. Upon the expiration or termination of this Lease, Lessee shall remove all of Lessee's personal property, movable fixtures, and equipment from the Premises no later than the date of expiration or termination, and shall surrender and deliver quiet and peaceful possession of the Premises to Lessor in good order, condition, and repair, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Lessor, whereupon Lessee shall have no further right, title or interest in and to the Premises. If Lessee does not remove Lessee's personal property, movable fixtures, and equipment as provided in this Section, then Lessor shall have the right to consider all personal property, movable fixtures, and equipment remaining upon the Premises abandoned, and such personal property, movable fixtures, and equipment remaining upon the Premises shall become Lessor's property, and Lessee shall have no further rights relating thereto or for return thereof or reimbursement therefor. Any holding over by Lessee after the expiration of the Term without the written consent of Lessor shall be construed to be a tenancy from month to month, and not as an extension of the Term. Any such holding over shall otherwise be upon the terms and provisions of this Lease and shall be considered to be part of the Term. Nothing in this Section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein.

17. ASSIGNMENT AND SUBLETTING; CHANGE OF BUSINESS.

(a) ASSIGNMENT AND SUBLETTING. Lessee may not assign or otherwise transfer this Lease, delegate any of its obligations under the Lease, sublease the Premises or any part thereof, nor permit the occupation of all or any part of the Premises by any other party without the prior written consent of Lessor, which consent Lessor may grant or withhold in its sole and absolute discretion. Any such assignment, transfer, delegation, subletting, or occupation, even with the consent of Lessor, shall not relieve Lessee from liability for payment of the Rent and other sums provided in this Lease or from the obligation to keep and perform all of the other terms and obligations of and under this Lease. Lessor's acceptance of Rent from any other person shall not be deemed to be a waiver of any provision of this Lease or a consent to any assignment or delegation of the Lease, or subletting or occupation of the Premises.

(b) CHANGE OF BUSINESS. Lessor may immediately terminate this Lease by delivering written notice of termination to Lessee in the event that Lessee discontinues normal business operations for a period of thirty (30) days or more, sells all or substantially all of its assets, has a 50% or greater change in ownership, dissolves, liquidates, files or has filed against it a petition under federal bankruptcy laws, makes an assignment for the benefit of creditors, has a receiver appointed for it or a substantial part of its assets or otherwise takes advantage of any federal or state statute or law designed for relief of debtors.

18. DAMAGE OR DESTRUCTION OF PREMISES. In the event that the Premises are damaged or destroyed by fire, windstorm, or any other casualty, then either Lessor or Lessee may terminate this Lease upon at least fifteen (15) days prior written notice to the other party. If the Lease is not terminated, then Lessee shall repair, restore, and rebuild the Premises to a condition at least equivalent to the condition existing immediately before such casualty with reasonable diligence and continuity. If, during the period of such repair and restoration, Lessee is unable to reasonably use all or any part of the Premises in the ordinary course of Lessee's business without material interference or impairment, then Lessee shall receive a reduction in the Rent to the extent that the Rent exceeds any business interruption insurance proceeds payable to Lessee. Such reduction shall be proportionate to the fraction of the Premises unusable by Lessee in the ordinary course of its business without material interference or impairment from the date of the casualty until Lessee is again reasonably able to use the

entire Premises without material interference or impairment, as determined by Lessor in Lessor's reasonable discretion, and such determination will be final and binding upon the parties.

19. EMINENT DOMAIN. If the Premises or any part thereof shall be taken by exercise, or threat of exercise, of the right of eminent domain, the entire award made with respect to such taking shall belong to Lessor.

20. RIGHT OF ACCESS. Lessor may enter the Premises and all parts thereof at any reasonable time to inspect, examine, and conduct tests upon the Premises and to carry out or enforce any provision of this Lease. Lessor shall have the right to use any and all means necessary to obtain entry to the Premises in an emergency. Lessor's entry to the Premises shall not under any circumstances be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof.

21. GENERAL PROVISIONS.

(a) AMENDMENT. Any amendment or modification to this Lease shall be in a written instrument signed by the duly authorized representatives of Lessor and Lessee. In no event will this Lease be deemed amended or modified by course of conduct of the parties.

(b) RELATIONSHIP OF PARTIES. Lessor and Lessee are independent contracting parties. This Agreement shall not be construed to create any partnership, agency, or joint venture relationship between Lessor and Lessee, or any association between them in the conduct of each other's business, and neither Lessor nor Lessee is or shall be deemed to be partner, agent, joint-venturer, or associate of or for the other party.

(c) NOTICES. All notices, requests, or other communications required or permitted hereunder shall be in writing and be deemed to have been given or delivered upon the first to occur of (i) actual receipt by the addressee; (ii) when personally delivered; (iii) one (1) business day following delivery to a nationally recognized overnight delivery service for next day delivery; (iv) three (3) business days following deposit in good faith in the United States certified mail, return receipt requested and postage prepaid; or (v) when transmitted by e-mail, with receipt confirmed. All notices, requests, or other communications shall be sent by either party to the other party at such party's last known or reasonably ascertainable mailing address, or e-mail address. A party may specify a different address or number to which communications shall be sent by giving notice in the manner provided in this section.

(d) NO WAIVER. No provision of this Lease may be waived except by a written document signed by the party granting such waiver. No failure, delay, or omission by either party to insist upon the other party's strict performance of or compliance with any term or provision contained in this Lease or to exercise any right or remedy under or with respect to this Lease shall be deemed a waiver of such provision, right, or remedy or any other provision, right, or remedy.

(e) ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed binding on Lessor or deemed an accord and satisfaction, and Lessor may accept such check or payment from Lessee without prejudice to Lessor's right to recover the balance of the Rent or other charges owing by Lessee, and without limitation on Lessor's right to pursue each and every other remedy in this Lease or provided by law or in equity.

(f) GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL. This Lease and the rights and obligations of the parties shall be governed by and construed and enforced in accordance with the laws of the State of Alabama without regard to any applicable conflicts of laws or choice of law principles. Any suit relating in any way to this Agreement shall be brought either in in the Circuit Court of Baldwin County, Alabama, or the United States District Court for the Southern District Alabama, located in Mobile, Alabama (subject to jurisdictional requirements). THE PARTIES EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY

ACTION OR PROCEEDING ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS LEASE.

(g) SUCCESSORS AND ASSIGNS. The terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors, permitted assigns, and legal representatives.

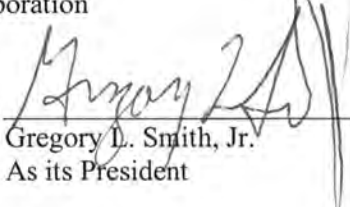
(h) SURVIVAL. In addition to any other provisions for survival set forth in this Lease, Lessee's obligation to pay Rent and any other sums of money to Lessor and the provisions of this Lease that require Lessee to indemnify Lessor shall survive the termination or expiration of this Lease.

(i) COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single fully executed Lease. Signatures to this Lease may be transmitted by facsimile, email, portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the signature to this Lease and such signature shall have the same effect as the physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease by and through their duly authorized officers effective as of the Effective Date.

LESSOR:

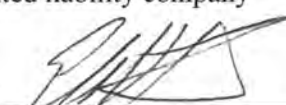
FLOWERWOOD NURSERY, INC., an Alabama corporation

By: 

Gregory L. Smith, Jr.
As its President

LESSEE:

FLOWERWOOD MEDICAL CANNABIS, LLC., an Alabama limited liability company

By: 

Ellis V. Ollinger, III
As its President

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned notary public in and for said County in said State, hereby certify that Gregory L. Smith, Jr., whose name as President of FLOWERWOOD NURSERY, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

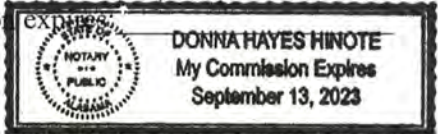
Given under my hand and official seal this the 12th day of December, 2022.

(AFFIX SEAL)



Donna Hayes Hinote
NOTARY PUBLIC

My commission expires



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned notary public in and for said County in said State, hereby certify that Ellis V. Ollinger, III, whose name as President of FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 12th day of December, 2022.

(AFFIX SEAL)



Donna Hayes Hinote
NOTARY PUBLIC

My commission expires



Attachment H to Exhibit 31 - Loxley City Dispensary Ordinance

ORDINANCE NO. 2022-27

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY
WITHIN THE CORPORATE LIMITS OF THE CITY OF LOXLEY**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See, §§20-2A-50 - 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Loxley; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Loxley will bring the potential of new agricultural development to the community and provide many employment opportunities for the citizens of the City of Loxley; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Loxley, thus increasing revenue.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOXLEY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Loxley subject to any applicable zoning restrictions the City of Loxley may adopt pursuant to §20-2A-51(c)(3).

ADOPTED this the 29th day of August, 2022.



Richard Teal
Mayor

ATTEST:




Melissa Lawrence
City Clerk/Treasurer

CERTIFICATION

I, Melissa Lawrence, Clerk of the City of Loxley, Alabama, hereby certify that above-noted ordinance was published by posting copies thereof in the Loxley Post Office, the Town Hall, the Loxley Public Library, and the Loxley Police Station beginning August 31, 2022, and took effect five days thereafter.





Melissa Lawrence
City Clerk/Treasurer

Attachment I to Exhibit 31 - Loxley Dispensary Zoning Verification



CITY OF LOXLEY

RICHARD L. TEAL, MAYOR

City Clerk – Treasurer
Melissa Lawrence

P. O. Box 9
LOXLEY, ALBAMA 36551

Council Members

Richard Lee Wilson
Jeffrey T. Knight
Katherine Q. Breeden
Chris McCall
Kasey Childress

OFFICE: (251) 964-5162
FAX: (251-964-5371

December 27, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

RE: Zoning Verification Letter

To Whom it May Concern:

The subject property located at 12601 North Hickory Street, Loxley, AL, 36551, is located within the corporate limits of the City of Loxley and has a zoning designation of B-1A, General Business District. The City of Loxley Zoning Ordinance allows for a Medical Cannabis Dispensary as a "use by right" in a B-1A, General Business District. This letter does not exempt this use or property from any other requirements for review, permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 12601 North Hickory Street, Loxley, AL, 36551, being a "use by right", at this time, in a B-1A, General Business District, is eligible to apply for a City of Loxley business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission (AMCC).

This information was researched on December 27, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon the information provided by the requestor. The Authority assumes no liability for errors or omissions. Should you have further questions, please contact me at (251) 960-5412.

Cordially,

Jonathan I. Smith, M.P.A.
Community Development Director
City of Loxley

Attachment J to Exhibit 31- Gadsden Dispensary Purchase Agreement

ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT
(FINANCED SALES CONTRACT)

This ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT (FINANCED SALES CONTRACT) (the "Assignment") is made and entered into on December 20, 2022 (the "Effective Date"), by and between CHRISTINA WOERNER MCINNIS (the "Purchaser") and FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company (the "Assignee").

WHEREAS, on December 13, 2022, Purchaser entered into a Financed Sales Contract (the "Purchase Agreement") with Dowling & Caldwell Properties, LLC, the seller thereunder, to purchase that certain real property located at 313 South 4th Street in Gadsden, Etowah County, Alabama, 35901, upon the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, Purchaser desires to assign its rights and interests in the Purchase Agreement, and delegate its obligations liabilities under the Purchase Agreement, to Assignee, and Assignee desires to accept such assignment and assume Purchaser's obligations and liabilities under the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Purchaser and Assignee hereby agree as follows:

1. The Purchase Agreement is attached hereto as Exhibit A and incorporated herein by this reference.
2. Assignment. Purchaser hereby assigns, transfers, and conveys all of Purchaser's right, title, claim, and interest in the Purchase Agreement, and delegates all of Purchaser's obligations and liabilities under the Purchase Agreement, to Assignee.
3. Assumption. Assignee hereby accepts, acknowledges, and agrees to all of the terms and conditions of the Purchase Agreement, and assumes and agrees to perform all of Purchaser's obligations and liabilities under the Purchase Agreement in accordance with the terms thereof. Assignee agrees to defend and indemnify Purchaser and hold Purchaser harmless from any and all claims, expenses, liabilities, damages, and losses which Purchaser may incur or suffer as a result of Assignee's failure, from and after the effective date of this Assignment, to fulfill any of its obligations or liabilities arising under the Purchase Agreement.
4. Further Assurances. From and after the effective date of this Assignment, the parties agree that they will, upon request of the other party hereto, from time to time, execute such additional documents and instruments as may be reasonably necessary to carry out the assignment and assumption effected by this Assignment.
5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Purchaser and Assignee, and their respective heirs, personal representatives, successors, assigns,

and legal representatives.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single fully executed Assignment. Signatures to this Assignment may be transmitted by facsimile, email, portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the signature to this Assignment and such signature shall have the same effect as the physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have executed this Assignment on the date and as of the effective date first above written.


PURCHASER:



CHRISTINA WOERNER MCINNIS

ASSIGNEE:

FLOWERWOOD MEDICAL CANNABIS, LLC

By: 

Ellis V. Ollinger, III
As its President



FINANCED SALES CONTRACT

REDACTED COPY

Contract Type: Integrated Facility



The undersigned Purchaser(s) Christina Woerner McInnis and/or assigned hereby agree to purchase and the undersigned Seller(s) Dowling & Caldwell Properties, LLC hereby agree to sell and convey the following described real estate together with all improvements, shrubbery, plantings and appurtenances, including but not limited to those items described in paragraph 9 herein, on the terms and conditions described below. If any personal items remain with the property, they are left "as is" and at no value to the property.

Address 313 South 4th Street City Gadsden County Etowah County State AL Zip 35901
Lot Block Subdivision Addition

Legal Description:

1. TOTAL PURCHASE PRICE shall be \$ 175000.00

Earnest money held by Selling Company (working with Purchaser) or , herein called the "Holder". \$ 1750.00

This contract is contingent upon Purchaser obtaining approval of a (i.e. Conventional, FHA, VA) conventional loan

(Excluding any financed closing costs) in the amount of \$ 33250.00

Balance of down payment due from Purchaser at closing (wire transfer or certified funds) \$ 140000.00

Purchaser agrees to apply for said loan within 3 working days and to make a diligent and good faith effort to obtain approval.

For FHA Loans, attach FHA DISCLOSURES Addendum.

2. SETTLEMENT CHARGES: Purchaser's Loan closing costs, prepaid items, escrows, loan discount fees, and funding fees, PMI, MIP and VA funding fees, are to be paid by Purchaser(s) unless herein excepted. Funding fee to be financed (type) Yes No

Seller agrees to contribute up to \$0.00 towards Purchaser's Total Settlement Charges including purchaser's half of title insurance and those costs Purchaser is not allowed to pay under FHA/VA/Conventional requirements, but exclusive of direct seller costs (i.e., Deed, Seller's half of title insurance, payoff expenses, etc.). Seller(s) obligation to pay or reimburse Purchaser(s) for any loan closing costs is contingent upon transfer of deed.

(a) SURVEY: It is recommended that whenever title is passed a new survey be obtained which meets the current standards of the Alabama Society of Professional Land Surveyors. If lender or attorney requires a survey the cost of such is considered a settlement charge.

(b) CONVEYANCE: Seller(s) will convey to Purchaser(s) a General Warranty deed insuring a good and merchantable title free from any and all encumbrances except current advalorem taxes, recorded restrictions, easements of record, applicable zoning restrictions, any liens or encumbrances assumed or incurred in this transaction and such state of facts as would be disclosed by an accurate survey of the property.

(c) TITLE INSURANCE: An enhanced owner's title insurance policy ("enhanced" policy if property qualifies) and binder will be furnished at closing as part of this contract. The premium for the owner's /lender's title policy, the simultaneous issue fee, and binder fee, will be divided equally between the Seller and Purchaser even if mortgagee is Seller.

(d) CLOSING AND POSSESSION: The sale shall be closed and the deed delivered on or before 04/03/2023, except that Seller shall have a reasonable time within which to perfect title or cure defects in the title to said property. Possession is to be given

NOTE: If Purchaser is given possession prior to closing, or if Seller is to remain in the property after closing, it is recommended that the parties enter into an Occupancy Agreement or Agreement for Retention of Possession

3. AGENCY DISCLOSURE:

The Listing Company is Corporate South

The Selling Company is: Bone Realty Company

(Two blocks may be checked)

(Two blocks may be checked)

- An agent of the Seller.
An agent of both Seller and Purchaser, and is acting as a limited consensual dual agent.
Assisting the Purchaser as a transaction broker.
Assisting the Seller as a transaction broker.

- An agent of the Seller.
An agent of both Seller and Purchaser, and is acting as a limited consensual dual agent.
Assisting the Purchaser as a transaction broker.
Assisting the Seller as a transaction broker.

Receipt of the Real Estate Brokerage Services Disclosure form is acknowledged.

Purchaser(s) initials Seller(s) initials

4. CONDITION OF PROPERTY:

(a) Seller agrees to deliver all built-in appliances, heating, cooling, electrical, gas, plumbing, and septic systems in normal operating condition when title is passed or possession is given, whichever occurs first. It is Purchaser(s) responsibility to make any inspection he/she deems necessary prior to occupancy or closing. It is the Seller(s) responsibility to have the utilities turned on if they have been turned off and to maintain utilities through the date of closing. Seller to leave the house, garage, yard, and outbuildings reasonably clean and free of debris.

Purchaser(s) initials Seller(s) initials

(b) EPA/HUD LEAD-BASED PAINT CONTINGENCY FOR PRE-1978 CONSTRUCTION ONLY: This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Purchaser's expense until 9 p.m. on the calendar day (no more than 10 days) after acceptance of this contract by all parties. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet Protect Your Family From Lead in Your Home). This contingency will terminate at the above predetermined deadline unless Purchaser (or Purchaser's salesperson) delivers to Seller (or Seller's salesperson) a written contract addendum listing the specific existing deficiencies, and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within days after delivery of the report, elect in writing whether to correct the condition(s) prior to closing. If Seller will correct the condition(s) Seller will furnish Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing period. If Seller elects not to make repairs, or if Seller makes a counter offer, Purchaser(s) will have days to respond to the counter offer, or remove this contingency and take the property "as is", or this contract will become void. Purchaser(s) may remove this contingency at any time without cause.

The EPA/HUD Seller's Disclosure is required by Federal law to be attached to this contract and is made a part thereof.

Purchaser(s) hereby removes this contingency. Date Purchaser(s) initials

Purchaser(s) acknowledges receipt of the EPA/HUD pamphlet "Protect Your Family From Lead in Your Home"




Purchaser(s) initials

ds
RkL
ds
TD

~~REDACTED COPY~~ License Type: Integrated Facility

- (c) **OFFICIAL ALABAMA WOOD INFESTATION INSPECTION REPORT** (Purchaser may obtain a copy of this report from the lender in accordance with VA guidelines), an Official Alabama Wood Infestation Report from a licensed exterminating company in accordance with VA/FHA/lender regulations. Said report to be presented to the closing attorney no less than 7 working days prior to closing. Purchaser will have no obligation to make any corrections. ~~Corrections to be made by Seller unless otherwise mutually agreed upon by all parties.~~ Follow up inspections are the responsibility of the Purchaser. Transfer of Seller's termite contract will suffice for Official Alabama Wood Infestation Report if acceptable to lender and Purchaser. Any applicable transfer fees will be paid by Purchaser.
- (d) **ADDITIONAL PROPERTY INSPECTION(S)**: Purchaser Does Does Not require property inspections other than those in 4(a) and 4(b). If inspection(s) are required an **Inspection Addendum** is attached. Purchaser agrees to indemnify Seller and all real estate licensees for the acts of himself, his inspectors and/or representatives in exercising his rights under this Agreement. Purchaser's obligations to indemnify Seller and all real estate licensees shall also survive the termination of this agreement by either party.
- (e) Neither the Seller, nor any Licensee makes any representation or warranties regarding the condition of the property except to the extent expressly set forth herein. Purchaser has the obligation to determine any and all conditions of the property material to Purchaser's decision to buy the property, including, but not limited to, the condition of the heating, cooling, electrical, gas, plumbing, and septic systems, and any built-in appliances; the roof and basement, including leaks therein; the age, size or area of the property, construction materials, including floors; structural condition; utility and sewer or septic tank availability or condition; subsurface conditions, including radon and other potentially hazardous materials and/or gases; flood insurance requirements; present or previous pest and termite infestations; fungus, mildew and other similar conditions; any noise exposures and any matters affecting the character of the neighborhood. These provisions apply to all transactions, including "sight unseen" transactions.
- (f) **FINAL INSPECTION**: Purchaser and/or his inspectors/representatives shall have the right to conduct a final inspection of the Property prior to closing to confirm the Property is in substantially the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all agreed upon repairs/replacements have been completed. Closing of this sale constitutes acceptance of the Property in its condition as of the time of closing, unless otherwise noted in writing.

5. DISCLAIMER: Seller(s) and Purchaser(s) acknowledge that they have not relied upon any advice or representations of any real estate licensee involved in this sale relative to (i) the legal or tax consequences of this contract and the sale, purchase, or ownership of the property, (ii) the structural condition of the property, including the roof and basement, (iii) construction materials, (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing and water systems and appliances, (v) the age and square footage of the improvements, and the size or area of the property, (vi) the availability of utilities or sewer service, (vii) the character of the neighborhood, (viii) the investment or resale value of the property, (ix) any other matter affecting their willingness to sell or purchase the property on the terms and price herein set forth. Seller(s) and Purchaser(s) acknowledge that if such matters are of concern to them in the decision to sell or purchase the property, they have sought and obtained independent advice relative thereto.

→ Purchaser(s) initials  Seller(s) initials  




6. FINANCING:

FHA LOAN: If FHA financing is used the attached **FHA DISCLOSURES Addendum** is incorporated herewith and made a part hereof.
VA LOAN: If VA financing is used it is expressly agreed that notwithstanding any other provisions of this contract, Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price exceeds the reasonable value of the property established by the Veterans Administration. Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.
CONVENTIONAL LOAN: If Conventional financing is used the Purchaser acknowledges that any appraisal required by the lender is used by the lender to determine the maximum mortgage amount and does not warrant the value or condition of the property.

7. PRORATION: All taxes, any association dues/fees and rents will be prorated as of the consummation of the sale. The tax proration herein called for will be based upon information obtained from the Tax Assessor or Tax Collector's office. Any changes in such assessment after closing will be adjusted accordingly between Seller and Purchaser.

8. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until the sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser will have the option of canceling this contract and receive back the earnest money, or accepting the property in its then condition. If Purchaser elects to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage will be applied to the balance of the purchase price or otherwise be payable to Purchaser.

9. SYSTEMS, EQUIPMENT AND APPURTENANCES: The following items are included in this sale, if present: all heating and cooling equipment, water heaters, door bells, mantels, light fixtures and bulbs and ceiling fans, including fan remote controls; storm doors, garage door openers and remote controls, range, oven, installed dishwasher, permanently installed refrigerator, and all other built-in kitchen appliances; framed bathroom mirrors and permanently attached plate glass mirrors; all bathroom fixtures; blinds, window treatments, rods and hardware; all wall-to-wall carpet; all gas logs, fireplace doors and attached screens; all security system components and controls; permanently installed hot tub, above ground and in ground swimming pool and its equipment; permanently installed outdoor water features, awnings, permanently installed outdoor cooking grills; seller owned propane tanks; all landscaping and all outdoor lighting, both wired and solar; mail boxes; attached basketball goals and backboards; TV wall mounts, TV antennae and seller owned satellite dishes (excluding components); central vacuum systems and attachments. There shall be no substitutions or replacements of any of the above without the express written agreement of the parties. Items which do not belong to the seller, such as leased security systems, satellite system, water softener systems, fuel tank, etc., do not convey and are not a part of this contract. If an item not listed above is being conveyed, such item(s) to be included in a "Personal Property Conveyance" or equivalent. (e.g., refrigerators, washers & dryers).


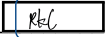
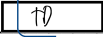
→ Purchaser(s) initials  Seller(s) initials  

10. SELLER WARRANTS that Seller has not received from any lawful authority notification regarding any assessments, pending public improvements, repairs, replacements or alterations to the property that have not been satisfactorily made.

11. DEFAULT. Should either the Seller or Purchaser fail to carry out the terms of this contract in accordance with all its provisions, an aggrieved party shall have the option to do one of the following:

- (a) File a proceeding in a Court of competent jurisdiction provided (1) the proceedings are non-jury and THE RIGHT TO TRIAL BY JURY IS WAIVED, (2) the amount in controversy (excluding funds held as earnest money) does not exceed \$3,000.00 and (3) no licensed real estate professional is a party, except as a stake holder of earnest money; OR,
- (b) Reaffirm the contract and proceed through binding arbitration under paragraph 13 for the recovery of damages and/or for specific performance. The damages in either instance may include any cost(s) incurred by the non-breaching party including reasonable attorney's fees.

12. TRUST ACCOUNT: Seller and Purchaser hereby direct the Holder of the Earnest Money to deposit the earnest money in Holder's escrow account pending fulfillment of this contract. **REDACTED COPY License Type: Integrated Facility** Holder will have such Earnest Money deducted from Holder's commission at closing. OR Holder will provide funds to closing attorney. Earnest money shall be deposited with Holder within two banking days after the Binding Agreement Date. Proof of deposit of earnest money into trust account will be furnished to the Listing Company upon receipt. It is understood that the Holder is, (a) not a party to this contract and does not assume any liability for performance or non-performance of any signatory, (b) must require from all signatories a written release of liability of the Holder which authorizes the release of the earnest money. In the event a dispute arises between the parties to this contract as to which shall be entitled to said earnest money, the Holder may interplead said earnest money into the proper court, and in so doing shall be entitled to deduct from the earnest money for court costs, attorney's fee, and other expenses relating to the interpleader. Alternatively, any party may proceed in a court of competent jurisdiction for interpleading of said earnest money. The prevailing party in any interpleader action shall be entitled to collect from the other party the court costs, attorney's fees and other expenses of the interpleader which shall be paid to the prevailing party. In the event any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Purchaser and Seller. Purchaser shall have two (2) working days after notice to deliver good funds to Holder. In the event Purchaser does not timely deliver good funds within two (2) working days, Purchaser is in default and the Seller may cancel the contract by notice to the Purchaser. In any proceedings under this paragraph, the right to trial by jury is waived.

→ Purchaser(s) initials  Seller(s) initials  


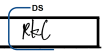
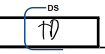
13. ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BY BINDING ARBITRATION: In connection with the purchase and sale of the above described property, except for those disputes described in Paragraph 12 Purchaser and Seller mutually covenant, stipulate and agree in connection with the resolution of any dispute or controversy arising out of or relating to this agreement or concerning the within described property, or the breach, termination, or validity thereof, as follows: That the transaction contemplated in this agreement directly involves interstate commerce, and said transaction has been and will continue to be regulated by the laws of the United States of America; and, that the contract(s) entered into by the parties concerning this property evidence transactions involving and affecting commerce. The undersigned agrees that all disputes not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of this agreement; that included herein in matters to be arbitrated are equitable claims and remedies, including specific performance and rescission; that Purchaser and Seller agree to submit such dispute(s) to BINDING ARBITRATION, pursuant to the provisions of 9 U.S.C. Section 1, et seq and according to the Commercial Rules of the American Arbitration Association then existing in the County where the property being sold is located, and shall be decided by an arbitrator recognized by the Alabama Center for Dispute Resolution and pursuant to the rules of American Arbitration Association or, if agreed by both parties, some other recognized body and pursuant to the rules of American Arbitration Association. The prepaid arbitration filing fees and all other prepaid costs of the arbitration proceeding shall be paid by the party seeking to invoke arbitration, with the assignment of those costs to be divided between the parties as the arbitrator sees fit in setting the Arbitration Award. Damages may include reasonable attorney's fees. It is hereby agreed that it is the intent of the parties that the Arbitrator's Award is to be final and binding and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. This alternative dispute resolution agreement shall specifically exclude those disputes provided for in paragraph 12 and shall further specifically exclude those disputes as defined in paragraph 11(a); however, it is mutually agreed, covenanted, and stipulated that the right to a trial by jury is hereby waived. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION SHALL BE IN LIEU OF ANY CIVIL LITIGATION IN ANY COURT, AND IN LIEU OF ANY TRIAL BY JURY.

14. TERMINOLOGY: For the purposes of this contract, (1) the term working day(s) used throughout this Agreement shall be deemed to be weekdays (Monday-Friday) ending at 11:59 p.m. local time (at the location of the Premises) unless otherwise specified in this Agreement. (In the event a performance deadline occurs on a Saturday, Sunday or holiday, as defined herein, the performance deadline shall be extended to the next following working day. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date). The following days shall be recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

15. ELECTRONIC SIGNATURES: Faxed or other electronically transmitted documents with signatures shall serve as originals and be binding on all parties.

16. ENTIRE AGREEMENT: This contract, together with any addendums, constitutes the entire agreement between Seller and Purchaser regarding the property and supersedes all prior discussions, negotiations and agreements between Seller and Purchaser whether oral or written. Neither Seller, Purchaser, Broker, nor any licensee, shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein. All terms, conditions, and warranties not performed at the time of delivery of deed shall survive such delivery.

17. We the Purchaser and Seller grant to the closing agent/attorney/lender, permission to distribute the Non-Public Private Information (NPPI) Closing Disclosure to the real estate agents and brokers noted on this contract, at the same time that it is distributed to us.

→ Purchaser(s) initials  Seller(s) initials  

ADDITIONAL PROVISIONS:

Purchaser requires a 70 day due diligence period for inspections. This contract is contingent upon a satisfactory inspection of the property to the purchaser. Property must appraise for contract price or above

**It is fine for the buyer to perform their inspections during the due diligence period but the building is being sold in "as is" condition.

12/13/2022

REALTORS® shall not deny equal professional service to or discriminate against any person for reasons of race, color, religion, gender (sex), disability (handicap), familial status, national origin, sexual orientation or gender identity, of any prospective client, customer, or of the residents of any community.

<input type="text"/>	<input type="text"/>	<i>Christina Weerner McAnnis</i>	dotloop verified 12/12/22 2:31 PM CST WTL-MBZE-DW4G-0379
WITNESS	DATE	PURCHASER	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
WITNESS	DATE	PURCHASER	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
WITNESS	DATE	PURCHASER	DATE

Seller acknowledges receipt of this offer and MUST RESPOND by one of the following: (Initial ONE)

- ACCEPTS – this offer. **Do not initial here unless offer is being accepted! **
- REJECTS – this offer and makes no counter offer.
- COUNTERS – separate Counter Offer form is attached. Yes No

- The Seller reserves the right to accept any other Offer prior to Purchaser’s written acceptance of this Counter-Offer. Acceptance shall not be effective until personally received and acknowledged by the _____ (Listing Agent) as evidenced by signing the Binding Agreement Date below.
- This Counter-Offer shall expire unless a signed copy of acceptance is delivered to the person(s) making this Counter Offer (or their agent) by _____ a.m. p.m. on _____ (date).
- Upon acceptance by both parties, as herein specified, this Counter-Offer, if any, together with the offer of the Purchaser, and any addendum, shall compose the entire agreement between the parties hereto.

<input type="text"/>	<input type="text"/>	DocuSigned by: <i>RICHARD KERMIT CALDWELL</i>	12/13/2022
WITNESS	DATE	SELLER	DATE
<input type="text"/>	<input type="text"/>	DocuSigned by: <i>Tommy Dowling</i>	12/13/2022
WITNESS	DATE	SELLER	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
WITNESS	DATE	SELLER	DATE

BINDING AGREEMENT DATE: The listing agent confirms that the contract was accepted, and delivered to all parties (and/or their representatives) either in writing or electronically and the date to begin contract performance is:

Date: _____ by _____
Binding Agreement Date Listing Agent Signature

REDACTED COPY License Type: Integrated Facility
AGENT/BROKERAGE INFORMATION

<u>LISTING SALESPERSON</u>		EMAIL
		Sutton.wes@gmail.com
PHONE	MLS ID	AL LICENSE #
		78909
<u>LISTING BROKERAGE</u>		ADDRESS
Corporate South		
MLS ID	AL LICENSE #	
	40207	

<u>SELLING SALESPERSON</u>		EMAIL
Karen Godfree		kargodfr@aol.com
PHONE	MLS ID	AL LICENSE #
2563124524		615300
<u>SELLING BROKERAGE</u>		ADDRESS
Bone Realty Company		35901
MLS ID	AL LICENSE #	



FINANCED SALES CONTRACT

REDACTED COPY

Contract Type: Integrated Facility



The undersigned Purchaser(s) Christina Woerner McInnis and/or assigned hereby agree to purchase and the undersigned Seller(s) Dowling & Caldwell Properties, LLC hereby agree to sell and convey the following described real estate together with all improvements, shrubbery, plantings and appurtenances, including but not limited to those items described in paragraph 9 herein, on the terms and conditions described below. If any personal items remain with the property, they are left "as is" and at no value to the property.

Address 313 South 4th Street City Gadsden County Etowah County State AL Zip 35901
Lot _____ Block _____ Subdivision _____ Addition _____

Legal Description: _____

1. TOTAL PURCHASE PRICE shall be \$ 175000.00

Earnest money held by Selling Company (working with Purchaser) or _____, herein called the "Holder". ... \$ 1750.00

This contract is contingent upon Purchaser obtaining approval of a (i.e. Conventional, FHA, VA) conventional loan

(Excluding any financed closing costs) in the amount of \$ 33250.00

Balance of down payment due from Purchaser at closing (wire transfer or certified funds) \$ 140000.00

Purchaser agrees to apply for said loan within 3 working days and to make a diligent and good faith effort to obtain approval.

For FHA Loans, attach FHA DISCLOSURES Addendum.

2. SETTLEMENT CHARGES: Purchaser's Loan closing costs, prepaid items, escrows, loan discount fees, and funding fees, PMI, MIP and VA funding fees, are to be paid by Purchaser(s) unless herein excepted. Funding fee to be financed _____ (type) Yes No

Seller agrees to contribute up to \$0.00 towards Purchaser's Total Settlement Charges including purchaser's half of title insurance and those costs Purchaser is not allowed to pay under FHA/VA/Conventional requirements, but exclusive of direct seller costs (i.e., Deed, Seller's half of title insurance, payoff expenses, etc.). Seller(s) obligation to pay or reimburse Purchaser(s) for any loan closing costs is contingent upon transfer of deed.

(a) SURVEY: It is recommended that whenever title is passed a new survey be obtained which meets the current standards of the Alabama Society of Professional Land Surveyors. If lender or attorney requires a survey the cost of such is considered a settlement charge.

(b) CONVEYANCE: Seller(s) will convey to Purchaser(s) a General Warranty deed insuring a good and merchantable title free from any and all encumbrances except current advalorem taxes, recorded restrictions, easements of record, applicable zoning restrictions, any liens or encumbrances assumed or incurred in this transaction and such state of facts as would be disclosed by an accurate survey of the property.

(c) TITLE INSURANCE: An enhanced owner's title insurance policy ("enhanced" policy if property qualifies) and binder will be furnished at closing as part of this contract. The premium for the owner's /lender's title policy, the simultaneous issue fee, and binder fee, will be divided equally between the Seller and Purchaser even if mortgagee is Seller.

(d) CLOSING AND POSSESSION: The sale shall be closed and the deed delivered on or before 04/03/2023, except that Seller shall have a reasonable time within which to perfect title or cure defects in the title to said property. Possession is to be given _____.

NOTE: If Purchaser is given possession prior to closing, or if Seller is to remain in the property after closing, it is recommended that the parties enter into an **Occupancy Agreement or Agreement for Retention of Possession**

3. AGENCY DISCLOSURE:

The Listing Company is Corporate South

The Selling Company is: Bone Realty Company

(Two blocks may be checked)

(Two blocks may be checked)

- An agent of the Seller. An agent of the Purchaser
- An agent of both Seller and Purchaser, and is acting as a limited consensual dual agent.
- Assisting the Purchaser as a transaction broker.
- Assisting the Seller as a transaction broker

- An agent of the Seller. An agent of the Purchaser
- An agent of both Seller and Purchaser, and is acting as a limited consensual dual agent.
- Assisting the Purchaser as a transaction broker.
- Assisting the Seller as a transaction broker.

Receipt of the Real Estate Brokerage Services Disclosure form is acknowledged.

Purchaser(s) initials [Signature] Seller(s) initials [Signature]

4. CONDITION OF PROPERTY:

~~(a) Seller agrees to deliver all built-in appliances, heating, cooling, electrical, gas, plumbing, and septic systems in normal operating condition when title is passed or possession is given, whichever occurs first. It is Purchaser(s) responsibility to make any inspection he/she deems necessary prior to occupancy or closing. It is the Seller(s) responsibility to have the utilities turned on if they have been turned off and to maintain utilities through the date of closing. Seller to leave the house, garage, yard, and outbuildings reasonably clean and free of debris.~~

Purchaser(s) initials [Signature] Seller(s) initials [Signature]

(b) EPA/HUD LEAD-BASED PAINT CONTINGENCY FOR PRE-1978 CONSTRUCTION ONLY: This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Purchaser's expense until 9 p.m. on the _____ calendar day (no more than 10 days) after acceptance of this contract by all parties. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet **Protect Your Family From Lead in Your Home**). This contingency will terminate at the above predetermined deadline unless Purchaser (or Purchaser's salesperson) delivers to Seller (or Seller's salesperson) a written contract addendum listing the specific existing deficiencies, and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within _____ days after delivery of the report, elect in writing whether to correct the condition(s) prior to closing. If Seller will correct the condition(s) Seller will furnish Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of closing period. If Seller elects not to make repairs, or if Seller makes a counter offer, Purchaser(s) will have _____ days to respond to the counter offer, or remove this contingency and take the property "as is", or this contract will become void. Purchaser(s) may remove this contingency at any time without cause.

The EPA/HUD Seller's Disclosure is required by Federal law to be attached to this contract and is made a part thereof.

→ Purchaser(s) hereby removes this contingency. Date _____ Purchaser(s) initials [Signature]

Purchaser(s) acknowledges receipt of the EPA/HUD pamphlet "Protect Your Family From Lead in Your Home"

→ Purchaser(s) initials [Signature]

ds
RkL
ds
TD

(c) **OFFICIAL ALABAMA WOOD INFESTATION INSPECTION REPORT** (Purchaser may obtain a *Final Integrated Facility* License Type, *Integrated Facility* allowed by VA guidelines), an Official Alabama Wood Infestation Report from a licensed exterminating company in accordance with VA/FHA/lender regulations. Said report to be presented to the closing attorney no less than 7 working days prior to closing. Purchaser will have no obligation to make any corrections. ~~Corrections to be made by Seller unless otherwise mutually agreed upon by all parties.~~ Follow up inspections are the responsibility of the Purchaser. Transfer of Seller's termite contract will suffice for Official Alabama Wood Infestation Report if acceptable to lender and Purchaser. Any applicable transfer fees will be paid by Purchaser.

(d) **ADDITIONAL PROPERTY INSPECTION(S)**: Purchaser Does Does Not require property inspections other than those in 4(a) and 4(b). If inspection(s) are required an **Inspection Addendum** is attached. Purchaser agrees to indemnify Seller and all real estate licensees for the acts of himself, his inspectors and/or representatives in exercising his rights under this Agreement. Purchaser's obligations to indemnify Seller and all real estate licensees shall also survive the termination of this agreement by either party.

(e) Neither the Seller, nor any Licensee makes any representation or warranties regarding the condition of the property except to the extent expressly set forth herein. Purchaser has the obligation to determine any and all conditions of the property material to Purchaser's decision to buy the property, including, but not limited to, the condition of the heating, cooling, electrical, gas, plumbing, and septic systems, and any built-in appliances; the roof and basement, including leaks therein; the age, size or area of the property, construction materials, including floors; structural condition; utility and sewer or septic tank availability or condition; subsurface conditions, including radon and other potentially hazardous materials and/or gases; flood insurance requirements; present or previous pest and termite infestations; fungus, mildew and other similar conditions; any noise exposures and any matters affecting the character of the neighborhood. These provisions apply to all transactions, including "sight unseen" transactions.

(f) **FINAL INSPECTION**: Purchaser and/or his inspectors/representatives shall have the right to conduct a final inspection of the Property prior to closing to confirm the Property is in substantially the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all agreed upon repairs/replacements have been completed. Closing of this sale constitutes acceptance of the Property in its condition as of the time of closing, unless otherwise noted in writing.

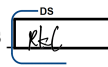
5. DISCLAIMER: Seller(s) and Purchaser(s) acknowledge that they have not relied upon any advice or representations of any real estate licensee involved in this sale relative to (i) the legal or tax consequences of this contract and the sale, purchase, or ownership of the property, (ii) the structural condition of the property, including the roof and basement, (iii) construction materials, (iv) the nature and operating condition of the electrical, heating, air conditioning, plumbing and water systems and appliances, (v) the age and square footage of the improvements, and the size or area of the property, (vi) the availability of utilities or sewer service, (vii) the character of the neighborhood, (viii) the investment or resale value of the property, (ix) any other matter affecting their willingness to sell or purchase the property on the terms and price herein set forth. Seller(s) and Purchaser(s) acknowledge that if such matters are of concern to them in the decision to sell or purchase the property, they have sought and obtained independent advice relative thereto.

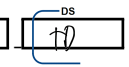
→

Purchaser(s) initials



Seller(s) initials





6. FINANCING:

FHA LOAN: If FHA financing is used the attached **FHA DISCLOSURES Addendum** is incorporated herewith and made a part hereof.

VA LOAN: If VA financing is used it is expressly agreed that notwithstanding any other provisions of this contract, Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein if the contract purchase price exceeds the reasonable value of the property established by the Veterans Administration. Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration.

CONVENTIONAL LOAN: If Conventional financing is used the Purchaser acknowledges that any appraisal required by the lender is used by the lender to determine the maximum mortgage amount and does not warrant the value or condition of the property.

7. PRORATION: All taxes, any association dues/fees and rents will be prorated as of the consummation of the sale. The tax proration herein called for will be based upon information obtained from the Tax Assessor or Tax Collector's office. Any changes in such assessment after closing will be adjusted accordingly between Seller and Purchaser.

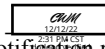
8. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until the sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing, and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser will have the option of canceling this contract and receive back the earnest money, or accepting the property in its then condition. If Purchaser elects to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage will be applied to the balance of the purchase price or otherwise be payable to Purchaser.

9. SYSTEMS, EQUIPMENT AND APPURTENANCES: The following items are included in this sale, if present: all heating and cooling equipment, water heaters, door bells, mantels, light fixtures and bulbs and ceiling fans, including fan remote controls; storm doors, garage door openers and remote controls, range, oven, installed dishwasher, permanently installed refrigerator, and all other built-in kitchen appliances; framed bathroom mirrors and permanently attached plate glass mirrors; all bathroom fixtures; blinds, window treatments, rods and hardware; all wall-to-wall carpet; all gas logs, fireplace doors and attached screens; all security system components and controls; permanently installed hot tub, above ground and in ground swimming pool and its equipment; permanently installed outdoor water features, awnings, permanently installed outdoor cooking grills; seller owned propane tanks; all landscaping and all outdoor lighting, both wired and solar; mail boxes; attached basketball goals and backboards; TV wall mounts, TV antennae and seller owned satellite dishes (excluding components); central vacuum systems and attachments. There shall be no substitutions or replacements of any of the above without the express written agreement of the parties. Items which do not belong to the seller, such as leased security systems, satellite system, water softener systems, fuel tank, etc., do not convey and are not a part of this contract.

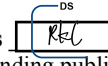
If an item not listed above is being conveyed, such item(s) to be included in a "Personal Property Conveyance" or equivalent. (e.g., refrigerators, washers & dryers).

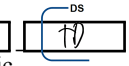
→

Purchaser(s) initials



Seller(s) initials






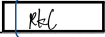
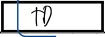
10. SELLER WARRANTS that Seller has not received from any lawful authority notification regarding any assessments, pending public improvements, repairs, replacements or alterations to the property that have not been satisfactorily made.

11. DEFAULT. Should either the Seller or Purchaser fail to carry out the terms of this contract in accordance with all its provisions, an aggrieved party shall have the option to do one of the following:

(a) File a proceeding in a Court of competent jurisdiction provided (1) the proceedings are non-jury and THE RIGHT TO TRIAL BY JURY IS WAIVED, (2) the amount in controversy (excluding funds held as earnest money) does not exceed \$3,000.00 and (3) no licensed real estate professional is a party, except as a stake holder of earnest money; OR,

(b) Reaffirm the contract and proceed through binding arbitration under paragraph 13 for the recovery of damages and/or for specific performance. The damages in either instance may include any cost(s) incurred by the non-breaching party including reasonable attorney's fees.

12. TRUST ACCOUNT: Seller and Purchaser hereby direct the Holder of the earnest money to deposit the earnest money in Holder's escrow account pending fulfillment of this contract. **REDACTED COPY License Type: Integrated Facility** Holder will have such Earnest Money deducted from Holder's commission at closing. OR Holder will provide funds to closing attorney. Earnest money shall be deposited with Holder within two banking days after the Binding Agreement Date. Proof of deposit of earnest money into trust account will be furnished to the Listing Company upon receipt. It is understood that the Holder is, (a) not a party to this contract and does not assume any liability for performance or non-performance of any signatory, (b) must require from all signatories a written release of liability of the Holder which authorizes the release of the earnest money. In the event a dispute arises between the parties to this contract as to which shall be entitled to said earnest money, the Holder may interplead said earnest money into the proper court, and in so doing shall be entitled to deduct from the earnest money for court costs, attorney's fee, and other expenses relating to the interpleader. Alternatively, any party may proceed in a court of competent jurisdiction for interpleading of said earnest money. The prevailing party in any interpleader action shall be entitled to collect from the other party the court costs, attorney's fees and other expenses of the interpleader which shall be paid to the prevailing party. In the event any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify Purchaser and Seller. Purchaser shall have two (2) working days after notice to deliver good funds to Holder. In the event Purchaser does not timely deliver good funds within two (2) working days, Purchaser is in default and the Seller may cancel the contract by notice to the Purchaser. In any proceedings under this paragraph, the right to trial by jury is waived.

→ Purchaser(s) initials  Seller(s) initials  


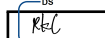
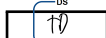
13. ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BY BINDING ARBITRATION: In connection with the purchase and sale of the above described property, except for those disputes described in Paragraph 12 Purchaser and Seller mutually covenant, stipulate and agree in connection with the resolution of any dispute or controversy arising out of or relating to this agreement or concerning the within described property, or the breach, termination, or validity thereof, as follows: That the transaction contemplated in this agreement directly involves interstate commerce, and said transaction has been and will continue to be regulated by the laws of the United States of America; and, that the contract(s) entered into by the parties concerning this property evidence transactions involving and affecting commerce. The undersigned agrees that all disputes not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of this agreement; that included herein in matters to be arbitrated are equitable claims and remedies, including specific performance and rescission; that Purchaser and Seller agree to submit such dispute(s) to BINDING ARBITRATION, pursuant to the provisions of 9 U.S.C. Section 1, et seq and according to the Commercial Rules of the American Arbitration Association then existing in the County where the property being sold is located, and shall be decided by an arbitrator recognized by the Alabama Center for Dispute Resolution and pursuant to the rules of American Arbitration Association or, if agreed by both parties, some other recognized body and pursuant to the rules of American Arbitration Association. The prepaid arbitration filing fees and all other prepaid costs of the arbitration proceeding shall be paid by the party seeking to invoke arbitration, with the assignment of those costs to be divided between the parties as the arbitrator sees fit in setting the Arbitration Award. Damages may include reasonable attorney's fees. It is hereby agreed that it is the intent of the parties that the Arbitrator's Award is to be final and binding and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. This alternative dispute resolution agreement shall specifically exclude those disputes provided for in paragraph 12 and shall further specifically exclude those disputes as defined in paragraph 11(a); however, it is mutually agreed, covenanted, and stipulated that the right to a trial by jury is hereby waived. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS ARBITRATION SHALL BE IN LIEU OF ANY CIVIL LITIGATION IN ANY COURT, AND IN LIEU OF ANY TRIAL BY JURY.

14. TERMINOLOGY: For the purposes of this contract, (1) the term working day(s) used throughout this Agreement shall be deemed to be weekdays (Monday-Friday) ending at 11:59 p.m. local time (at the location of the Premises) unless otherwise specified in this Agreement. (In the event a performance deadline occurs on a Saturday, Sunday or holiday, as defined herein, the performance deadline shall be extended to the next following working day. In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date). The following days shall be recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

15. ELECTRONIC SIGNATURES: Faxed or other electronically transmitted documents with signatures shall serve as originals and be binding on all parties.

16. ENTIRE AGREEMENT: This contract, together with any addendums, constitutes the entire agreement between Seller and Purchaser regarding the property and supersedes all prior discussions, negotiations and agreements between Seller and Purchaser whether oral or written. Neither Seller, Purchaser, Broker, nor any licensee, shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein. All terms, conditions, and warranties not performed at the time of delivery of deed shall survive such delivery.

17. We the Purchaser and Seller grant to the closing agent/attorney/lender, permission to distribute the Non-Public Private Information (NPPI) Closing Disclosure to the real estate agents and brokers noted on this contract, at the same time that it is distributed to us.

→ Purchaser(s) initials  Seller(s) initials  

ADDITIONAL PROVISIONS:

Purchaser requires a 70 day due diligence period for inspections. This contract is contingent upon a satisfactory inspection of the property to the purchaser. Property must appraise for contract price or above

**It is fine for the buyer to perform their inspections during the due diligence period but the building is being sold in "as is" condition.

12/13/2022

REALTORS® shall not deny equal professional service to or discriminate against any person for reasons of race, color, religion, gender (sex), disability (handicap), familial status, national origin, sexual orientation or gender identity, of any prospective client, customer, or of the residents of any community.

<input type="text"/>	<input type="text"/>	<i>Christina Weerner McAnnis</i>	dotloop verified 12/12/22 2:31 PM CST WTL-MBZE-DW4G-0379
WITNESS	DATE	PURCHASER	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
WITNESS	DATE	PURCHASER	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
WITNESS	DATE	PURCHASER	DATE

Seller acknowledges receipt of this offer and MUST RESPOND by one of the following: (Initial ONE)

- ACCEPTS – this offer. **Do not initial here unless offer is being accepted! **
- REJECTS – this offer and makes no counter offer.
- COUNTERS – separate Counter Offer form is attached. Yes No

- The Seller reserves the right to accept any other Offer prior to Purchaser's written acceptance of this Counter-Offer. Acceptance shall not be effective until personally received and acknowledged by the _____ (Listing Agent) as evidenced by signing the Binding Agreement Date below.
- This Counter-Offer shall expire unless a signed copy of acceptance is delivered to the person(s) making this Counter Offer (or their agent) by _____ a.m. p.m. on _____ (date).
- Upon acceptance by both parties, as herein specified, this Counter-Offer, if any, together with the offer of the Purchaser, and any addendum, shall compose the entire agreement between the parties hereto.

<input type="text"/>	<input type="text"/>	DocuSigned by: <i>RICHARD KERMIT CALDWELL</i>	12/13/2022
WITNESS	DATE	SELLER	DATE
<input type="text"/>	<input type="text"/>	DocuSigned by: <i>Tommy Dowling</i>	12/13/2022
WITNESS	DATE	SELLER	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
WITNESS	DATE	SELLER	DATE

BINDING AGREEMENT DATE: The listing agent confirms that the contract was accepted, and delivered to all parties (and/or their representatives) either in writing or electronically and the date to begin contract performance is:

Date: _____ by _____

Binding Agreement Date Listing Agent Signature

REDACTED COPY License Type: Integrated Facility
AGENT/BROKERAGE INFORMATION

<u>LISTING SALESPERSON</u>		EMAIL
		Sutton.wes@gmail.com
PHONE	MLS ID	AL LICENSE #
		78909
<u>LISTING BROKERAGE</u>		ADDRESS
Corporate South		
MLS ID	AL LICENSE #	
	40207	

<u>SELLING SALESPERSON</u>		EMAIL
Karen Godfree		kargodfr@aol.com
PHONE	MLS ID	AL LICENSE #
2563124524		615300
<u>SELLING BROKERAGE</u>		ADDRESS
Bone Realty Company		35901
MLS ID	AL LICENSE #	

Attachment K to Exhibit 31 - Gadsden City Ordinance Approving Dispensary Operations

2022/371

ORDINANCE NO. O-37-22

AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF GADSDEN, ALABAMA

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley ‘Ato’ Hall Compassion Act into law (the “Act”); and

WHEREAS, the Act provides for the medical use of marijuana for patients with qualifying medical conditions and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed a resolution authorizing the operation of dispensaries within the municipality’s corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulate dispensary operation, (See §20-2A-50 - §20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Gadsden; and

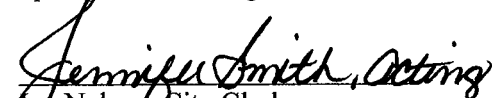
WHEREAS, the location of a dispensary within the corporate limits of the City of Gadsden will bring the potential of new employment opportunities for the citizens of the City of Gadsden; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Gadsden, thus increasing revenue;

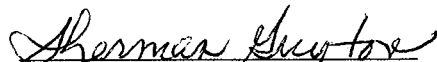
Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The Gadsden City Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processors, secure transporters, or integrated facilities licenses within the corporate limits of the City of Gadsden.
2. The City Clerk or designee is hereby directed to forward a copy of this Ordinance to the Alabama Medical Cannabis Commission.
3. This Ordinance shall become effective upon its passage and publication as required by law.

I certify that the City Council of the City of Gadsden, Alabama, duly adopted this Ordinance at an open public meeting held on October 11, 2022.


Iva Nelson, City Clerk

APPROVED on October 11, 2022


Sherman Guyton, Mayor

Attachment L to Exhibit 31 - Gadsden City Zoning Verification Letter



City of GADSDEN

P. O. Box 267
Gadsden, Alabama 35902
Phone: (256) 549-4520
FAX: (256) 549-4851

Heath Williamson
Director of Engineering
Nick Hall
Director of Planning

December 19, 2022

Flowerwood Medical Cannabis, LLC

Re: Zoning Verification Letter
313 South 4th Street
Gadsden, AL 35901
Medical Cannabis Dispensary

To Whom it May Concern:

The subject property located at 313 South 4th Street, Gadsden, AL, 35901, is located within the corporate limits of the City of Gadsden and has a zoning designation of B-2, General Business District. The City of Gadsden Chart of Permitted Uses, Chapter 130, Section 312(f) allows for a Medical Cannabis Dispensary as a “use by right” in a B-2, General Business District. This letter does not exempt this use or property from any other requirements for permitting or licensing.

A Medical Cannabis Dispensary, as proposed to be located at 313_ South 4th Street, Gadsden, AL, 35901, being a “use by right” in a B-2, General Business District, is eligible to apply for a City of Gadsden business license only after the applicant has received a provisional Integrated Facility license or a provisional Medical Cannabis Dispensary license, as may be applicable, from the Alabama Medical Cannabis Commission.

The subject property is in compliance with the Alabama Medical Cannabis Commission Rules and Regulations, Chapter 8, Regulation of Dispensaries, Section 538-x-8-.04. Requirements and Limitations as to Dispensing Sites.

This information was researched on December 19, 2022, by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon, or relates to the information provided by the requestor. The Authority assumes no liability for errors or omissions. All information was obtained from public records, which may be inspected during regular business hours. Should you have further questions, please contact me at 256-549-4525.

Sincerely,

Tina P. Cody
Zoning Administrator
City of Gadsden Planning Department

Attachment M to Exhibit 31 - City of Gadsden Mayor Craig Ford Letter of Support

CITY OF GADSDEN

December 13, 2022

Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, Alabama 36130

To Whom It May Concern,

I am writing to express support for this applicant to open and operate a medical cannabis facility in Gadsden. The City of Gadsden has established a task force of administrative leaders to facilitate inquiries and assist with the application process, and this company has been in contact with our administration throughout their application development process.

I feel their business will be beneficial to Gadsden residents and the goals of the state.

I appreciate you taking the time to review my thoughts on their application. If you need any additional information from me, please contact me.

Sincerely,



Craig Ford, Mayor

Attachment N to Exhibit 31 - Montgomery Dispensary Lease Agreement

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease") is made and entered into as of December 22, 2022 (the "Effective Date"), by and between RIVERFRONT DEVELOPERS, LLC, an Alabama limited liability company (the "Lessor"), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551, and FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company ("Lessee"), having its primary office at 15315 Kelly Road, Loxley, Alabama 36551.

1. **LEASED PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby accepts and leases from Lessor, that certain real property and improvements thereon located at 723 North Perry Street, Montgomery, Alabama 36106, consisting of 2.24+/- acres of land (the "Land") and 2,279 square feet of office space (the "Office Space") within the building thereon (the "Building"), such Land and Building being identified as Parcel Number 10 03 07 2 005 013.000 in the Montgomery County Revenue Commission's records (the "Premises"). Lessor leases the Office Space together with the non-exclusive right to use all driveways, parking areas, sidewalks, and other paved areas on the Premises (the "Leased Premises") to Lessee, and Lessee accepts and lets the Leased Premises from Lessor, for the rental and upon the terms and conditions hereinafter set forth.

2. **TERM.**

(a) **TERM.** The initial term of this Lease (the "Initial Term") will be for a period of thirteen (13) months, commencing on the Effective Date and ending on December 31, 2023, unless earlier terminated in accordance with the terms of this Lease. At the end of the Initial Term, this Lease will automatically renew and be extended for up to eight (8) additional succeeding periods of one (1) year each (each, a "Renewal Term") commencing on January 1 and ending on the following December 31, unless terminated pursuant to Section 2(b). This Lease and all of the terms, provisions, covenants, and obligations herein shall govern the relationship between Lessor and Lessee during the Initial Term and each Renewal Term. The Initial Term and each Renewal Term or portion thereof (if any) are collectively referred to in this Lease as the "Term."

(b) **TERMINATION.** Either Lessor or Lessee may terminate this Lease effective as of the last day of any month during the Term by delivering written notice to the other party at least one (1) month before the effective date of termination. If the Alabama Medical Cannabis Commission (the "AMCC") denies Lessee's application for an integrated facility license, this Lease will automatically terminate on the date of such denial.

3. **RENT.**

(a) **RENT COMMENCEMENT.** Payment of Rent (as defined in Section 3(b)) will commence on the date that the AMCC grants an integrated facility license to Lessee (the "Rent Commencement Date"). The period beginning on the Rent Commencement Date and ending on December 31, 2023 is referred to as "Year 1" for purposes of the Rent.

(b) **RENT.** Beginning on the Rent Commencement Date, Lessee shall pay rent (the "Rent") to Lessor as follows:

<u>Year of Term</u>	<u>Monthly Rent</u>
1-3	\$2,300
4-6	\$2,530
7-9	\$2,783

Lessee shall pay the Rent on or before the fifth (5th) day of each month without notice or demand and without abatement, reduction, or set-off for any reason. The Rent shall be prorated for any month during the Term

that is not a full calendar month. If the Rent Commencement Date is not on the first day of a month, Lessee shall pay the Rent for the first month no later than ten (10) days following the Rent Commencement Date.

4. **POSSESSION.** Lessee's right to possession of the Leased Premises will commence on the Rent Commencement Date.

5. **USE OF LEASED PREMISES.** Lessee shall use and occupy the Leased Premises only for purposes of operating a medical cannabis dispensary and related activities and for no other purposes unless Lessee obtains the prior written consent of Lessor. Lessee shall not commit waste or permit waste to be committed on the Leased Premises and shall not use the Leased Premises or allow the Leased Premises to be used for any illegal, unlawful, or improper purpose or in violation of any license, permit, zoning restrictions, or other applicable laws regulating or restricting use of the Leased Premises, or for any purpose which may constitute a nuisance, public or private, or injure the reputation of the Premises.

6. **COMPLIANCE WITH LEGAL REQUIREMENTS.** Lessee, at its sole cost and expense, shall promptly and effectively comply with all Legal Requirements (as hereinafter defined) applicable to Lessee's use of the Leased Premises and its operations and activities therein and thereon. Lessee shall, at its sole cost and expense, at all times maintain in full force and effect all licenses, permits, and approvals of any federal, state, or local governmental authority required in connection with Lessee's use of the Leased Premises and its operations and activities on the Leased Premises. The term "Legal Requirements" means all federal, state, and local laws, statutes, regulations, rules, ordinances, codes, decisions of courts, judgments, orders, decrees, guidelines, directives, permits, permit conditions, and governmental restrictions and requirements, all administrative and judicial rulings thereon and interpretations thereof, and all covenants and restrictions of record, applicable to, relating to, concerning, or affecting Lessee, the Leased Premises, and Lessee's use of the Leased Premises and its operations and activities thereon.

7. **SIGNS.** Lessee shall have the right to install and display signs upon the Leased Premises. All signs shall comply with all applicable Legal Requirements. Lessee shall maintain all signs in good order, condition, and repair at all times during the Term.

8. **ALTERATIONS.** Lessee shall not make nor enter any contract to make any alterations or additions to the Leased Premises without the Lessor's prior written consent. If Lessor consents in writing to any alterations proposed by Lessee, the design, materials, and construction methods in connection with such alterations must be approved in writing by Lessor in advance of such alterations, and such alterations shall be constructed by a licensed, insured, and bonded contractor approved by Lessor in accordance with the design, materials, and construction methods approved by Lessor, and in a good and workmanlike manner, free of liens, and in compliance with all Legal Requirements. All alterations, additions, and improvements made or installed by the Lessee to or upon the Leased Premises except for removable trade fixtures and equipment shall at once when made or installed be deemed to have attached to the Leased Premises and to have become the property of Lessor unless otherwise agreed in writing by Lessor and Lessee.

9. **NO LIENS.** Lessee agrees to pay when due all sums of money that become due for any labor, services, materials, supplies, or equipment furnished to or for Lessee or its account, in, upon, or about the Leased Premises and that may be secured by any mechanic's, materialmen's, or other lien against the Premises. Lessee covenants and agrees with Lessor that Lessee will not permit or suffer to be filed or claimed against or attached to the Premises any such lien by any person claiming under, by, through or against Lessee. If any such lien is claimed or filed, Lessee shall, within ten (10) days after the lien has been filed, bond against or discharge the same. The provisions of this Section shall survive the expiration or termination of this Lease.

10. **MAINTENANCE AND REPAIR.** Lessee, at Lessee's sole cost and expense, shall keep and maintain the interior of the Office Space and any signs installed by Lessee on the Leased Premises in good order, condition, and repair, and shall keep and maintain the interior of the Office Space in a neat, clean and sanitary condition. Lessor, at Lessor's sole cost and expense shall keep and maintain the remainder of the Premises in good

order, condition, and repair, including, without limitation: (a) the exterior of the Building; (b) all areas within the Building other than the Office Space; (c) all structural components of the Building; (d) all interior, non-structural components of all areas within the Building other than the Office Space; (e) all systems serving the Building and the Premises including, without limitation, all electrical systems, lighting facilities, HVAC systems, pipes, plumbing and sewerage systems, utility lines and connections, mechanical equipment, and fixtures; (f) all other improvements and fixtures upon the Premises; and (g) all landscaping, driveways, sidewalks, parking lots, curbs, fences, and signs installed by Lessor on the Premises. All repairs to the Premises conducted by Lessee and Lessor hereunder shall be performed and accomplished in a good and workmanlike manner, free of liens, and in compliance with all Legal Requirements.

11. UTILITIES. Lessee shall be solely responsible for and shall pay all charges and expenses for the furnishing of utility services to the Office Space, including, without limitation, water, electricity, natural gas, internet service, and telephone. Lessor shall not be liable or responsible for any loss, damage, or expense that Lessee may sustain or incur by reason of any failure, interference, or disruption in the supply or character of the utilities furnished to the Leased Premises, and no such failure, interference, or disruption or defect shall be considered a constructive eviction, entitle Lessee to any abatement or diminution of rent or additional rent, or relieve Lessee from any obligations under the Lease.

12. TAXES; ASSESSMENTS. Lessor shall pay all real property taxes assessed with respect to the Premises during the Term, and shall pay all taxes, licenses, assessments, fees, and other charges that are laid, assessed, levied, or imposed on or with respect to the Premises and coming due during the Term. Lessee shall pay: (a) all personal property taxes assessed on Lessee's fixtures, furnishings, equipment and all other personal property of Lessee on the Leased Premises; (b) all taxes, licenses, assessments, fees, and other charges relating to Lessee's use of the Leased Premises or its operations or activities on the Leased Premises; and (c) all fines and levies that result from Lessee's use of the Leased Premises or its operations or activities on the Leased Premises.

13. INSURANCE.

(a) INSURANCE COVERAGES.

(i) Lessor shall obtain and maintain at all times during the Term, at Lessor's sole cost and expense, property and casualty insurance covering all improvements on the Premises, including all improvements now located on the Premises or that may be constructed or placed on the Premises, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, earthquake, and such other perils as are from time to time included in a policy of "all risk" property insurance and extended coverage insurance on the roof, outside walls and structural portions (both interior and exterior) of the Premises.

(ii) Lessee shall obtain and maintain at all times during the Term, at Lessee's sole cost and expense:

(A) Insurance covering all business personal property and equipment placed upon or installed in the Leased Premises against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood or earthquake. The insurance shall be in an amount no less than one hundred percent (100%) of the replacement cost of such personal property and equipment placed upon or installed in the Leased Premises.

(B) General liability insurance against all claims and liability for personal injury, death, and property damage occurring in, on or about the Leased Premises, or by reason of any business, operations, or activities conducted on the Leased Premises, any event, occurrence, or accident upon the Leased Premises, or any act or omission of Lessee. The insurance coverage shall be in an amount not less than One Million Dollars (\$1,000,000) for bodily injury or death to any one person, One Million Dollars (\$1,000,000) for any one accident or occurrence, One Million Dollars (\$1,000,000) for property damage, and Three Million Dollars

(\$3,000,000) general aggregate. Lessee must cause the policy by which Lessee provides the general liability insurance to be endorsed to order to confirm that (i) the insurance is primary insurance, and (ii) insurance maintained by or for Lessor's benefit will not reduce the proceeds payable in respect of any claim made on the insurance that Lessee furnishes in accordance with the terms of this Section.

(C) Business interruption insurance in an amount not less than the Rent for six (6) months.

(D) Worker's compensation insurance coverage in such amounts and under such policies as are required by the State of Alabama.

(b) **PROVISIONS APPLICABLE TO INSURANCE.** The following provisions shall apply with respect to all insurance policies required to be maintained hereunder, as applicable: (i) all insurance shall be carried by an insurance company authorized to transact business in the State of Alabama, having an A.M. Best rating of A- or better; (ii) each policy shall name Lessee, Lessor, any mortgagee, and any other parties designated by Lessor or Lessee as insured parties, additional insured parties, or as loss payees, as their respective interests may appear, as appropriate; (iii) each policy shall contain a contractual liability endorsement in form sufficient to cover the obligations of Lessee under the indemnification furnished to Lessor under Section 14 ("Indemnification") of this Lease; (iv) each policy and the coverage evidenced thereby that is maintained by a party shall be primary and non-contributing with respect to any policies carried by the other party, and shall provide that any coverage carried by the other party is excess insurance; (v) each party shall furnish to the other party certificates of insurance reflecting that all policies required to be maintained hereunder are in force at all times during the Term; (vi) each policy must provide that the insurer will cancel, terminate or materially change the policy only after it has given written notice of the anticipated cancellation, termination, or material change at least ten (10) days in advance of the time at which the cancellation, termination, or material change becomes effective; and (vii) each policy maintained by a party must contain a waiver by the insurer of all rights of subrogation against the other party and other additional insured parties, its or their agents, employees, officers, and representatives which arises or might arise by reason of any payment under such policies or by reason of any act or omission of the other party, its agents, employees, officers, or representatives.

14. **INDEMNIFICATION.** Lessee shall indemnify, defend and hold harmless from and against any and all claims, actions, damages, liabilities, judgments, fines, penalties, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and costs of litigation, in connection with or arising from (a) Lessee's breach of or failure to perform, observe or comply with any term, provision or obligation contained in this Lease; (b) any occurrence or event in, upon or about the Leased Premises; (c) any act or omission of Lessee or any of Lessee's officers, managers, employees, agents, or contractors; and (d) damage to the Leased Premises or loss of life, personal injury, or damage to property occurring in, on or about the Leased Premises from any cause whatsoever. In the event Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation.

15. **DEFAULT AND REMEDIES.**

(a) **DEFAULT.** The occurrence of either or both of the following events shall constitute a default and a breach of this Lease by Lessee (an "Event of Default"): (i) Lessee fails to pay Rent or any other charge due under this Lease within thirty (30) days following the date when due; and (ii) Lessee breaches or fails to observe or perform any term, provision, covenant, or obligation under this Lease and, within thirty (30) days after delivery of written notice thereof, fails to cure same or to reach a mutual agreement with Lessor on a plan to cure same.

(b) **REMEDIES.** Upon a Default by Lessee, Lessor shall have, in addition to any other rights and remedies that Lessor may have under applicable law, the right and option to immediately terminate this Lease and re-enter and take possession of the Leased Premises, without any previous notice of intention to re-enter, and

expel and remove all persons and property from the Leased Premises, and use such force, methods, and assistance in effecting such removal as Lessor may deem necessary and advisable to immediately recover full and exclusive possession of the Leased Premises, and such removed property may be stored at a location selected by Lessor at the sole cost of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or forcible entry, or becoming liable for any loss or damage which may be occasioned thereby, and Lessee shall have no further claim or rights under this Lease. Such termination and re-entry shall not relieve Lessee from any liability for damages for breach or from any liability or obligation under this Lease that accrued prior to the date of such termination or that by the terms of this Lease survives the termination of the Lease, and these liabilities and obligations of Lessee shall survive the termination of the Lease and the entry and possession of the Leased Premises by Lessor. In the event Lessor utilizes the services of an attorney or attorneys in connection with any Default by Lessee, Lessee shall pay or reimburse to Lessor all attorney fees, costs, and expenses incurred in connection therewith, such obligation to survive the termination or expiration of this Lease.

16. **SURRENDER; HOLDING OVER.** Upon the expiration or termination of this Lease, Lessee shall remove all of Lessee's personal property, movable fixtures, and equipment from the Leased Premises no later than the date of expiration or termination, and shall surrender and deliver quiet and peaceful possession of the Leased Premises to Lessor in good order, condition, and repair, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to Lessor, whereupon Lessee shall have no further right, title or interest in and to the Leased Premises. If Lessee does not remove Lessee's personal property, movable fixtures, and equipment as provided in this Section, then Lessor shall have the right to consider all personal property, movable fixtures, and equipment remaining upon the Leased Premises abandoned, and such personal property, movable fixtures, and equipment remaining upon the Leased Premises shall become Lessor's property, and Lessee shall have no further rights relating thereto or for return thereof or reimbursement therefor. Any holding over by Lessee after the expiration of the Term without the written consent of Lessor shall be construed to be a tenancy from month to month, and not as an extension of the Term. Any such holding over shall otherwise be upon the terms and provisions of this Lease and shall be considered to be part of the Term. Nothing in this Section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein.

17. **ASSIGNMENT AND SUBLETTING; CHANGE OF BUSINESS.**

(a) **ASSIGNMENT AND SUBLETTING.** Lessee may not assign or otherwise transfer this Lease, delegate any of its obligations under the Lease, sublease the Leased Premises or any part thereof, nor permit the occupation of all or any part of the Leased Premises by any other party without the prior written consent of Lessor, which consent Lessor may grant or withhold in its sole and absolute discretion. Any such assignment, transfer, delegation, subletting, or occupation, even with the consent of Lessor, shall not relieve Lessee from liability for payment of the Rent and other sums provided in this Lease or from the obligation to keep and perform all of the other terms and obligations of and under this Lease. Lessor's acceptance of Rent from any other person shall not be deemed to be a waiver of any provision of this Lease or a consent to any assignment or delegation of the Lease, or subletting or occupation of the Leased Premises.

(b) **CHANGE OF BUSINESS.** Lessor may immediately terminate this Lease by delivering written notice of termination to Lessee in the event that Lessee discontinues normal business operations for a period of thirty (30) days or more, sells all or substantially all of its assets, has a 50% or greater change in ownership, dissolves, liquidates, files or has filed against it a petition under federal bankruptcy laws, makes an assignment for the benefit of creditors, has a receiver appointed for it or a substantial part of its assets or otherwise takes advantage of any federal or state statute or law designed for relief of debtors.

18. **DAMAGE OR DESTRUCTION OF PREMISES.** In the event that any part of the Premises are damaged or destroyed by fire, windstorm, or any other casualty, then either Lessor or Lessee may terminate this Lease upon at least fifteen (15) days prior written notice to the other party. If the Lease is not terminated, then Lessee shall repair, restore, and rebuild the Premises to a condition at least equivalent to the condition existing immediately before such casualty with reasonable diligence and continuity. If, during the period of such repair and restoration, Lessee is unable to reasonably use all or any part of the Leased Premises in the ordinary course

of Lessee's business without material interference or impairment, then Lessee shall receive a reduction in the Rent to the extent that the Rent exceeds any business interruption insurance proceeds payable to Lessee. Such reduction shall be proportionate to the fraction of the Leased Premises unusable by Lessee in the ordinary course of its business without material interference or impairment from the date of the casualty until Lessee is again reasonably able to use the entire Leased Premises without material interference or impairment, as determined by Lessor in Lessor's reasonable discretion, and such determination will be final and binding upon the parties.

19. **EMINENT DOMAIN.** If the Premises or any part thereof shall be taken by exercise, or threat of exercise, of the right of eminent domain, the entire award made with respect to such taking shall belong to Lessor.

20. **RIGHT OF ACCESS.** Lessor may enter the Leased Premises and all parts thereof at any reasonable time to inspect, examine, and conduct tests upon the Leased Premises and to carry out or enforce any provision of this Lease. Lessor shall have the right to use any and all means necessary to obtain entry to the Leased Premises in an emergency. Lessor's entry to the Leased Premises shall not under any circumstances be deemed to be a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction of Lessee from the Leased Premises or any portion thereof.

21. **GENERAL PROVISIONS.**

(a) **AMENDMENT.** Any amendment or modification to this Lease shall be in a written instrument signed by the duly authorized representatives of Lessor and Lessee. In no event will this Lease be deemed amended or modified by course of conduct of the parties.

(b) **RELATIONSHIP OF PARTIES.** Lessor and Lessee are independent contracting parties. This Agreement shall not be construed to create any partnership, agency, or joint venture relationship between Lessor and Lessee, or any association between them in the conduct of each other's business, and neither Lessor nor Lessee is or shall be deemed to be partner, agent, joint-venturer, or associate of or for the other party.

(c) **NOTICES.** All notices, requests, or other communications required or permitted hereunder shall be in writing and be deemed to have been given or delivered upon the first to occur of (i) actual receipt by the addressee; (ii) when personally delivered; (iii) one (1) business day following delivery to a nationally recognized overnight delivery service for next day delivery; (iv) three (3) business days following deposit in good faith in the United States certified mail, return receipt requested and postage prepaid; or (v) when transmitted by e-mail, with receipt confirmed. All notices, requests, or other communications shall be sent by either party to the other party at such party's last known or reasonably ascertainable mailing address, or e-mail address. A party may specify a different address or number to which communications shall be sent by giving notice in the manner provided in this section.

(d) **NO WAIVER.** No provision of this Lease may be waived except by a written document signed by the party granting such waiver. No failure, delay, or omission by either party to insist upon the other party's strict performance of or compliance with any term or provision contained in this Lease or to exercise any right or remedy under or with respect to this Lease shall be deemed a waiver of such provision, right, or remedy or any other provision, right, or remedy.

(e) **ACCORD AND SATISFACTION.** No payment by Lessee or receipt by Lessor of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed binding on Lessor or deemed an accord and satisfaction, and Lessor may accept such check or payment from Lessee without prejudice to Lessor's right to recover the balance of the Rent or other charges owing by Lessee, and without limitation on Lessor's right to pursue each and every other remedy in this Lease or provided by law or in equity.

(f) GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL. This Lease and the rights and obligations of the parties shall be governed by and construed and enforced in accordance with the laws of the State of Alabama without regard to any applicable conflicts of laws or choice of law principles. Any suit relating in any way to this Agreement shall be brought either in in the Circuit Court of Baldwin County, Alabama, or the United States District Court for the Southern District Alabama, located in Mobile, Alabama (subject to jurisdictional requirements). THE PARTIES EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THIS LEASE.

(g) SUCCESSORS AND ASSIGNS. The terms and provisions of this Lease shall be binding upon and inure to the benefit of Lessor and Lessee, and their respective successors, permitted assigns, and legal representatives.


(h) SURVIVAL. In addition to any other provisions for survival set forth in this Lease, Lessee's obligation to pay Rent and any other sums of money to Lessor and the provisions of this Lease that require Lessee to indemnify Lessor shall survive the termination or expiration of this Lease.

(i) COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single fully executed Lease. Signatures to this Lease may be transmitted by facsimile, email, portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the signature to this Lease and such signature shall have the same effect as the physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease by and through their duly authorized officers effective as of the Effective Date.


LESSOR:

RIVERFRONT DEVELOPERS, LLC, an Alabama limited liability company

By: 
Printed Name: TIMOTHY MCJAMES II
As its (Title) MANAGING MEMBER

LESSEE:

FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company

By: 
Ellis V. Ollinger, III
As its President


STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned notary public in and for said County in said State, hereby certify that Timothy McInnis, II, whose name as Managing Member of RIVERFRONT DEVELOPERS, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 22nd day of December, 2022.

(AFFIX SEAL)

Angela M
NOTARY PUBLIC
My commission expires 5-14-2024



STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned notary public in and for said County in said State, hereby certify that Ellis V. Ollinger, III, whose name as President of FLOWERWOOD MEDICAL CANNABIS, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 27 day of December, 2022.

(AFFIX SEAL)

Samantha Powell
NOTARY PUBLIC
My commission expires: 12/30/2024



Attachment 0 to Exhibit 31 - Montgomery Dispensary Ordinance

ORDINANCE NO. 63-2021

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY
WITHIN THE CORPORATE LIMITS OF THE CITY OF MONTGOMERY**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley ‘Ato’ Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality’s corporate limits; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates dispensary operation, (See, §§20-2A-50 – 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Montgomery; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Montgomery will bring the potential of hundreds of new employment opportunities for the citizens of the City of Montgomery; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Montgomery, thus increasing revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTGOMERY, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Montgomery subject to any applicable zoning restrictions the City of Montgomery may adopt pursuant to §20-2A-51(c)(3).

ADOPTED this the 7th day of December, 2021.



STEVEN L. REED, MAYOR

ATTEST:



BRENDA GALE BLALOCK, CITY CLERK

63-2021

Attachment P to Exhibit 31 - Montgomery Dispensary Zoning Verification



City of **Montgomery**, Alabama

Land Use Division
Thomas M. Tyson, Jr.

Steven L. Reed
Mayor

City Council Members

Charles W. Jinright – President	Audrey Graham
Cornelius "CC" Calhoun – Pres. Pro Tem	Oronde K. Mitchell
Ed Grimes	Clay McInnis
Brantley W. Lyons	Glen O. Pruitt Jr
Marche Johnson	

December 27, 2022

Kevin C. Northrop
Flowerwood Medical Cannabis, LLC
15315 Kelly Rd.
Loxley, AL 36551

RE: 723 North Perry Street

Dear Sir or Madam:

This is to advise you that the property located at 723 North Perry Street is in a M-1 (Light Industrial) Zoning District, which permits a medical cannabis dispensary.

There are no variances, special exceptions or open zoning violations on file.

The City is providing this information solely as a courtesy and the person requesting such information should independently confirm the information contained, herein. The City assumes no liability or responsibility for any misstatements or inaccuracies contained. If we can be of any further assistance, please do not hesitate to contact me at (334)625-2722.

Sincerely,

Thomas M. Tyson, Jr.
Land Use Control Administrator

/jmh

Attachment Q to Exhibit 31 - Montgomery City Council Letter of Support

December 9, 2022

John McMillan
Director
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

Letter of Support for Flowerwood Medical Cannabis, LLC

Dear Mr. McMillan,

As a member of the Montgomery City Council District 8, I enthusiastically support the application of Flowerwood Medical Cannabis, LLC for an Integrated Medical Cannabis License, and their proposed dispensary location in the City of Montgomery.

I am very aware of the importance of the medical cannabis industry in Alabama and the need for responsible and capable partners. I have no doubt that if Flowerwood Medical Cannabis, LLC is awarded a license, their facilities will be managed and operated with professionalism and in compliance with all applicable regulations. Flowerwood Medical Cannabis, LLC will be a trusted steward in our city.

The City of Montgomery and its residents would be well-served in having the Flowerwood team as an integrator licensee, and I applaud the Commission for its efforts to be inclusive in awarding these licenses.

Sincerely,



Glen O. Pruitt, Jr.
City of Montgomery
District 8

Attachment R to Exhibit 31 - Mobile Lease Agreement

LEASE AGREEMENT

This lease, made this 23rd day of December 2022, by and between, Airport Properties, INC. of Mobile, Alabama hereinafter called "Lessor", of the one part, and Flowerwood Medical Cannabis, LLC of Loxley, Alabama hereinafter called "Lessee", of the other part:

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to wit:

Address: 6412 Airport Boulevard Mobile, AL.
(2,400 sq. ft.+/-) – Suite A & B

DESCRIPTION: for continuous use and occupancy by the Lessee as its place of business and for no other different use or purpose, for and during the term of month to month, beginning on January 1st, 2023 and ending on December 31st, 2023 or sooner with written notice to Lessor.

TERM: IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or said agent, at the office of said agent as fixed minimum rent for the aforesaid premises for the whole term hereunder, the sum of Three thousand six hundred fifty dollars (\$3,650.00) each month, which said sum is payable in amount and manner, and for the rental period, hereinafter set forth:

- 1. A monthly rental rate equal to \$3,650.00 per month shall be due and payable upon the first day of the month to which it relates.
2. Lessee has right to modify building for the use of his business with notification to the Lessor of all work to be done.
3. Lessee is required purchase and maintain General Liability Insurance with limits of at least \$1,000,000 per occurrence with an Insurance carrier acceptable to Lessor and shall name Lessor as Additional Insured with respect to General Liability Coverage(s) and have a plate glass rider by January 1, 2023.
4. Lessee is responsible for the first \$500.00 in repairs for the HVAC system. Lessor will be responsible for the difference.
5. Lessee deposits with Lessor a \$3,650.00 security deposit. The deposit will be refunded if and when the Lessee moves out and the Lessee returns the premises in a clean state and returns the key.

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS:

LATE CHARGE & CHECK RETURN FEES:

In addition to all other payments provided for in this lease, lessee shall be assessed with and shall pay a late charge of 10%, for each rental installment which is delinquent for ten (10) days or more. Also, if a Rent Check is returned because of NSF, Account Closed or any other reason the lessee shall pay a penalty of \$25.00 per check return.

POSSESSION:

The Lessor covenants that the Lessee on paying the fixed minimum rent, hereafter referred to as "rent", and additional rent reserved, if any, and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises. Provided, however, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of said premises provided the Lessor shall exercise due diligence and effort to place the Lessee in possession.

However, in the event the demised premises are sold to Lessee by Lessor, taken by condemnation, or if Lessor permits Lessee to cancel this Lease, the balance of commission, calculated for the remainder of the term, as then extended, shall become immediately due and payable by the Lessor, or in the alternative, the agent may demand and receive commission on the sales price of Lessor's sale to Lessee in a minimum amount equal to the percentage provided for rental commission in the preceding paragraph. If a part of the demised premises are taken by condemnation and the Lessee continues to pay rental on the

remainder, the commission payable based on such award will be calculated on a pro-rata basis with the balance of commissions to be paid out of the continuing rentals paid by Lessee on the remainder. Obligations of the Lessor hereunder shall be binding upon the Lessor, the Lessor's personal representatives, heirs, successors, assigns and/or grantees in title of the premises demised hereby, and the same shall be a charge upon the land, tenements and hereditament thereof.

ALTERATIONS: Lessee will make no alterations in or to said building and will not paint any part of said building without the written consent of the Lessor, or Lessor's agent except as otherwise herein provided, and in no event shall Lessee paint sprinklerheads if sprinkler system exists on leased premises.

ADDITIONAL LESSEE'S DUTIES: Lessee will replace all plate and other glass, if and when broken; and will replace all keys lost or broken, keep the roof gutters and downspouts clean and will pay bills for sewer, water, light and gas used on said premises, and will keep the interior of said premises, together with all electrical, plumbing (above or below the ground), elevators, heating, air conditioning, sprinkler systems, and other mechanical installation and/or systems therein, in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the Lessee will pay the Lessor the costs and expenses thereof, together with interest thereon at the highest legal rate, not to exceed 15% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the premises. Lessee shall maintain adequate property insurance coverage for all owned or leased personal property and tenant's improvements and betterments at Lessor's premises.

LESSOR RELEASED: Lessor shall not be liable for any loss or damage, including defense costs, caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, closets or plumbing, or any of them, nor shall Lessor be liable for any damage to any property on said premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

ORDINANCES: Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the building and premises hereby let, and the streets and highways bounding the same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof.

NUISANCES: Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times. If the demised premises, or any part thereof, consists of first floor space, adjacent upon the street, or alley, the Lessee will keep the sidewalks and curb in front thereof or adjacent thereto clean, and save harmless the Lessor from all damages or claims for damages for failure so to do.

Lessee shall not conduct or permit any activity on the premises which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners.

OVERLOADING: Lessee will not overload the building, its floors, roof, walls or elevators and shall be liable for all damages

to the property or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the premises may be used without violating this provision.

DEFAULT:

Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessor to: (1), annul and terminate this lease, and thereupon re-enter and take possession of said premises: or (2), re-enter and relet said premises from time to time, as agents of the Lessee, and such re-entry and/or reletting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default.

(a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fails to pay on demand any amount due Lessor and secured as additional rent hereunder.

(b) In the event Lessee removes, attempts to remove or permits to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.

(c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lease brought on said premises, or upon the interest of the Lessee in this lease.

(d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.

(e) In the event an assignment for the benefit of creditors is made by the Lessee.

(f) In the event of the appointment of a Receiver of Lessee's property.

(g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein specified.

(h) In the event that Lessee shall cause or allow a mechanics' and materialmen's lien to accrue against the premises.

(i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

ACCELERATION:

Upon default, breach of condition, or upon the termination of this lease re-entry upon said premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of said premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under provisions hereof shall be and become immediately due and payable and without regard whether or not possession of the premises shall have been surrendered to or taken by the Lessor.

IMPROVEMENTS:

All improvements and additions to the leased premises shall adhere to the lease premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants of the within contract have been complied with by the Lessee and said Lessee restores the building and premises to its original condition, natural wear and tear, excepted.

FIRE/WIND & OTHER CASUALTIES:

If the rented premises shall be damaged or destroyed by fire, flood, wind-storm, riot, insurrection or other cause, without fault of the Lessee, then, and in the event, the Lessor shall have the option within sixty (60) days from the time such damage shall have occurred to elect whether Lessor shall or shall not

repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.

Should Lessor fail to elect to repair or restore said premises, Lessee may at Lessee's election within thirty (30) days from the expiration of said sixty (60) days period, either terminate this lease or elect to repair or restore said premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and provided that if Lessee elects to repair or restore said premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.

NOTICES: Except under those circumstances where it is requisite that notice be given to the Lessee at the demised premises; any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing, (and as to notice to Lessor, a copy thereof shall be mailed or delivered to the said agent).

SIGNS, ETC.: The Lessee shall not display or erect, or cause to be painted on or affixed to, the demised premises (improvements and ground), any lettering, signs, advertisements, awnings, or other projections thereon, without the written consent of the Lessor first sought and obtained, which consent shall not be reasonably withheld. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require.

SURRENDER: At the expiration of the tenancy herein created, Lessee shall surrender the leased premises in the same condition of cleanliness, repair and sightlessness as the leased premises was in upon the commencement of business under this lease unless meanwhile repaired or improved in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination on locks, safes and vaults, if any, in the leased premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

ATTORNEY'S FEE & WAIVER OF EXEMPTIONS:

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of the Lessee, located upon the leased premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which shall be a part of the debt evidenced and secured by this lease. In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

EASEMENTS: No representation on the part of the Lessor, Lessor's agent, is here contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements prescriptions, or covenants running with the land effecting the property or improvements here demised, and to the extent

only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of Mobile County, Alabama, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescription and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee.

INDEMNITY: The Lessee will indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on, or about said premises herein leased; and any and all property of said Lessee which may be located or stored either in the demised premises or the building of which the demised premises form a part shall be at the sole risk of said Lessee.

LIABILITY INSURANCE: Lessee shall maintain at Lessee's expense Commercial General Liability insurance covering the premises and operations of Lessee having limits of liability of not less than \$1,000,000.00 per occurrence. Such policy shall require that Lessor be named an additional Insured for the leased premises and that Lessor and Lessor's Agent be given 30 days advance notice in event of cancellation or material change, and shall furnish to Lessor and Lessor's Agent a Certificate of Insurance as evidence of compliance with this requirement.

STEAM BOILER: Lessee is strictly prohibited from installing and operating a steam boiler on the premises without written permission of Lessor, and such permission will be granted only after a requirement that specific boiler explosion insurance with limits adequate to cover damage to Lessor's property.

LESSOR'S RIGHTS CUMULATIVE: The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor, or Lessor's Agent.

SEVERABILITY: If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

HOLDING OVER: Should the Lessee continue to occupy the premises after the expiration of said term or after a forfeiture incurred, then, except as otherwise provided for in this paragraph, the Lessee shall continue as a tenant under the terms of the lease (except as to duration) from year to year, and each holding over period annually thereafter shall in like manner create and cause a similar extension of this lease from year to year. PROVIDED, HOWEVER, that if the said Lessee continues to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of his election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten days remain in said month in which given.

CONDITION: Nothing herein contained shall be construed as a warranty that said premises are in good condition or are

fit or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representation or premises with respect to said building or the demised premises except as herein expressly set forth.

MAINTENANCE & REPAIRS:

Lessor shall maintain and keep in good repair the roof and exterior walls of the buildings located on the premises exclusive of glass and doors, however, Lessor shall not be obligated to make any other repairs or do any other work on or about the premises or to any equipment thereon.

Lessor reserves the right after reasonable notice and at any time to enter upon said premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment stock, and furnishings, as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by him under this lease, the Lessor may enter the premises and make such repairs, replacements and undertake such maintenance under the same conditions herein above set out, and the cost thereof shall be payable by the Lessee on demand together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this lease.

INSPECTION:

Lessor, or his agent, reserves the right to visit and inspect said premises at all reasonable times, and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last 6 months of this lease to display "For Rent" signs on said premises.

EMINENT DOMAIN:

If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. However, the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property.

CONDEMNATION:

In the event the improvements on the premises here demised are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a), terminate this lease as herein provided, or (b), make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty days of the date of the receipt of the order of condemnation from the Public Authority, and the Lessee shall then have thirty days from the receipt of the Lessor's notice to exercise, to (a), surrender possession of the premises or (b), continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee, as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections here in above provided for shall be exercisable in the manner above provided, only after the matters in

contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty days after receipt of same.

SAFETY:

If any Public Authority requires structural or other repairs or changes to the particular premises here demised; (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all or any of which are required by virtue of the Lessee's use of the property, then such changes, repairs, additions, etc., shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a), consider this lease in default, or (b), make such repairs, changes, additions, etc., at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 15% per annum, shall be payable on demand and be secured as additional rent hereunder.

LESSEE TO REIMBURSE LESSOR TAXES:

In addition to all other rents due hereunder, Tenant shall pay to Landlord its pro-rata share of ad valorem taxes on the Premises which become effective after the commencement of this Lease, and such shall be deemed as additional rent under this Lease (the "Additional Rent"). The additional rent to be paid under this section will be paid with Ten (10) days from Tenant's receipt of a bill therefor from the Landlord.

LESSEE TO REIMBURSE LESSOR INSURANCE:

In addition to all other rents due hereunder, Tenant shall pay to Landlord its pro-rata share of property and casualty insurance on the Premises which become effective after the commencement of this Lease, and such shall be deemed as additional rent under this Lease (the "Additional Rent"). The additional rent to be paid under this section will be paid with Ten (10) days from Tenant's receipt of a bill therefor from the Landlord.

ADJOINING:

Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected adjacent to said building shall in no wise effect this lease or impose any liability on Lessor.

SUCCESSORS INTEREST:

Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, executors, administrators or personal representatives" a fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of the lease, or subleasing of the premises except on the conditions here imposed.

MORTGAGE:

This lease shall at all times be subject and subordinate to the lien of any mortgage now or hereafter placed upon the building, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the premises demised hereby shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.

"LESSEE" DEFINED:

The words "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by any one shall at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships and corporations or any combination thereof.

ARBITRATION:

Wheresoever herein provision has been made for the abatement of rent or the equitable adjustment thereof as in case of damage by fire or other causes, eminent domain or condemnation, It is agreed and

understood that in the event the Lessor and the Lessee should fail to agree as to the amount of such adjustment of the duration of time that such adjustment shall apply, that the matter in dispute at the election of either party shall be arbitrated. In order to provide for arbitration, it is further agreed that the Lessor or Lessor's agent shall appoint one arbitrator and the Lessee shall appoint another, and the two arbitrators so appointed shall select a third, and the opinion of the majority of said arbitrators shall in all things be final and binding upon the parties hereto. Any costs incurred in securing arbitration shall be borne equally by and between Lessor and Lessee.

RIDERS: All riders attached hereto are by reference made a part hereof and any terms or conditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.

CAPTIONS: The captions in the margin of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

ASSIGNMENT SUB-LEASING:

Each and every transfer or assignment of this lease by the Lessee or any interest therein shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

Should Lessor consent to the sub-letting by Lessee to a sub-lessee obtained by agent, Lessee, shall pay to agent a commission equal to that payable by Lessor to agent herein, of the gross rents and additional rents payable to Lessee during the term of said sub-lease as such rents are collected.

ENVIRONMENTAL MATTERS:

Lessee hereby represents, warrants and covenants to Lessor that no "Hazardous Materials" (as hereinafter defined) shall be generated, disposed of, stored, used or introduced by Lessee and its employees, guests, agents, subtenants, licensees, contractors and invites into or onto the Premises (or any part of either thereof), other than those normally utilized in an office building, including, but not limited to, Hazardous Materials which may be contained in cleaning solutions or products utilized in photostatic copying machines but only so long as such materials are utilized, stored or resented in accordance with applicable federal, state and local laws, ordinances and regulations without the need for any permits or licenses. Lessee hereby agrees to indemnify Lessor against any damages resulting from the presence of Hazardous Materials in any manner or quantity which would constitute a violation of any environmental law, which are brought into or onto the Premises (or any part of either thereof) by Lessee, which indemnity shall survive the termination of this Lease, by lapse of time or otherwise.

Lessor hereby represents, warrants and covenants to Lessee, that no "Hazardous Materials" (as hereinafter defined) were generated, disposed of, stored, used or introduced into or onto the Premises (or any part thereof) prior to the effective date of this Lease. Furthermore, lessor hereby agrees to indemnify Lessee against any damages resulting from the presence of Hazardous Materials in any manner or quantity which would constitute a violation of any environmental law, which were brought into or onto the premises (or any part thereof prior to the effective date of this Lease, which indemnity shall survive the termination of this Lease, by lapse of time or otherwise.

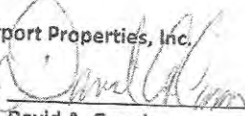
The term "Hazardous Materials" as used herein shall mean and include a; substances defined as "hazardous substances", "toxic substances" or Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C., sec. 9061 et. seq.; Hazardous Materials Transportation Act, 49 U.S.C., Sec. 1820; Resource Conservation and Recovery Act, 42 U.S.C., Sec. 6901, et. seq., and Toxic Substance Control Act of 1976, as amended 15 U.S.C., Sec. 2601, et. seq., and all other applicable federal, state and local laws and ordinances governing similar matters; any regulations adopted and publications promulgated pursuant thereto.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in Duplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.


Witness

Lessor:

Airport Properties, Inc.

By: 
David A. Carwie

Its: Managing Member

Witness

Lessee:

Flowerwood Medical Cannabis, LLC

By: 
Ellis Olinger

Its: President

Attachment S to Exhibit 31 - Mobile City Ordinance Approving Dispensary Operations

01-062

2022

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS
DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE,
ALABAMA**

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

Section 1. Definitions of Capitalized Terms.

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) **Act** means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) **City** means the City of Mobile, Alabama.

(iii) **Commission** means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) **State** means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) **Dispensary**;

(ii) **Dispensing Site**;

(iii) **Integrated Facility**;

(iv) **Medical Cannabis**.

Section 2. Findings and Determinations

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

Section 4. Notification of the Commission

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

Section 5. General.

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: DEC 13 2022



City Clerk

Attachment T to Exhibit 31 - Mobile Dispensary Zoning Certification



THE CITY OF MOBILE, ALABAMA
 PLANNING & ZONING DEPARTMENT

ZONING CERTIFICATION LETTER

December 29, 2022

Alabama Medical Cannabis Commission
 Post Office Box 309585
 Montgomery, Alabama 36130

RE: 6412 Airport Blvd.
 Parcel I.D.: R022804204000101.001

Dear Ladies and Gentlemen:

This is to certify that the above referenced property is zoned B-2, Neighborhood Business District, and may be used for any conforming use subject to compliance with all municipal codes and ordinances. Under the City’s ordinances, a medical marijuana dispensary is classified as a “pharmacy”.

Use of the property as a medical marijuana dispensary with less than 60,000 square feet is allowed by right in this zoning district under the Unified Development Code (UDC), which will be the Zoning Ordinance applicable to the City of Mobile in the future, subject to compliance with all State and Federal regulations.

The Zoning Ordinance, which provides specific information regarding the applicable zoning districts and their permitted uses, is available for viewing online at [https://library.municode.com/al/mobile/codes/code of ordinances](https://library.municode.com/al/mobile/codes/code_of_ordinances) under Chapter 64.

City of Mobile Ordinance 01-062 authorizes the location and operation of Dispensing Sites for state licensed Dispensaries and Integrated Facilities in the corporate limits of the city, subject to the provisions of Chapter 2A of Title 20 of the Alabama Code (1975).

The applicant will have to obtain a city business license to conduct business in the City of Mobile after it satisfies state and local requirements.

If additional assistance is needed, please contact me (251) 345-8209.

Sincerely,

A handwritten signature in blue ink that reads "D. Logan Anderson". The signature is written in a cursive style with a large initial "D".

D. Logan Anderson
Principal Planner

Attachment U to Exhibit 31 - Monroeville Dispensary Purchase Agreement



TUTT LAND COMPANY, LLC

6352 2nd Ave.
Thomaston, AL 36783

AGREEMENT OF SALE

REAL ESTATE

12/21/2022

Sage Smith (SELLER) hereby agrees to sell and
Flowerwood Medical Cannabis LLC and or assigned (or ASSIGNS) (PURCHASERs)
hereby agree to purchase the following described real estate, together with the improvements
thereon and the appurtenances thereto (PROPERTY) situated in County of Monroe,
State of Alabama, AND DESCRIBED AS:
16 Medical Center Drive - former Monroeville Medical Clinic building next to Walgreens.

Subject to the following terms:

Seller reserves the following: Furniture and personal belongings inside the building do not convey. The free standing storage building on the property does not convey.

Buyer requests 90 days due diligence for inspections, etc. This offer is based on conventional financing and is subject to a satisfactory building inspection. Seller is to confirm there is no school, day care or child care facility within one thousand (1,000) feet of the property and said building /lot is zoned commercial. Closing is contingent on inspections and other due diligence satisfactory to Purchaser. If any inspections or other due diligence are not satisfactory to Purchaser for any reason, Purchaser may terminate this agreement by delivering written notice to Seller on or before the expiration date of the 90-day due diligence period, and Seller will refund the Earnest Money to Purchaser.

THE PURCHASE PRICE shall be payable as follows:	\$	300,000
EARNEST MONEY	\$	1,000
CASH on closing this sale.....	\$	299,000

- 1. CONVEYANCE:** Seller agrees to convey the Property to Purchaser by warranty deed, free of all encumbrances not herein set forth, and Seller agrees that any encumbrances not herein excepted or assumed will be cleared at the time of closing.
- 2. SURVEY:** Purchaser does does not (check one) require a survey by a registered land surveyor of Seller Purchaser choosing. The survey shall be at Seller Purchaser expense.
- 3. PRORATIONS:** Ad valorem taxes, rents, operating expenses, insurance, and accrued interest on mortgages assumed, if any, are to be prorated between Seller and Purchaser as of the date of closing.



4. **CLOSING & POSSESSION DATES:** The sale shall be closed, and the deed delivered on or before 3/21/23. Possession is to be given at closing.

This is a "TIME IS OF THE ESSENCE" contract.

5. **CLOSING COSTS:**

	SELLER PAYS	BUYER PAYS
Abstract/title opinion		X
Deed preparation	X	
Costs assoc. w/financing		X
Title insurance (if desired)		X
Recording		X
Attorney's fee	1/2	1/2
Other		

6. **SELLER WARRANTIES** that unless excepted herein, Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacement, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on the Property except as described in the contract. Seller warrants he is the fee owner of the property or is authorized to execute this document of the fee owner. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE DEED.

7. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussion, negotiations, and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser nor Seller shall be bound by any understanding, agreement, promise, or representation concerning the Property, expressed or implied, not specified herein.

8. **AGENCY DISCLOSURE:**

The listing agency is Tutt Land Co.

(Two blocks may be checked)

- An agent of the seller
- An agent of the buyer
- An agent of both the seller and buyer and is acting as a limited consensual agent
- Assisting the buyer seller as a transaction broker

The selling agency is Tutt Land Co.

(Two blocks may be checked)

- An agent of the seller
- An agent of the buyer
- An agent of both the seller and buyer and is acting as a limited consensual agent
- Assisting the buyer seller as a transaction broker



9. **EARNEST MONEY:** Seller hereby authorizes the listing agency, Tutt Land Co., selling agency, _____, or closing attorney, _____ to hold the Earnest Money in trust pending fulfillment of this contract. Receipt is hereby acknowledged of the Earnest Money as hereinafter set forth: Cash Check

10. **PURCHASER DEFAULT:** In the event Purchaser fails to carry out and perform the terms of the contract, the Earnest Money shall be forfeited as liquidated damages at the option of Seller and shall be divided equally between Seller and his Agent. If for any reason there is a disagreement involving to whom trust funds should be disbursed, the agency holding the Earnest Money may interplead the disputed portion of the earnest money into court. Nothing in this paragraph shall be deemed or construed as a waiver of any other legal remedy afforded by the laws of the state of Alabama.

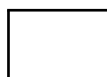
11. **DISCLAIMER:** Seller and Purchaser Acknowledge that they have not relied upon advice or representations of Broker relative to (i) the legal or tax consequences of this contract and the sale, purchase or ownership of the Property; (ii) the investment or resale value of the Property, (iii) projections of income or operating expense; or (iv) any other matters affecting their willingness to sell or purchase the Property on terms and price herein set forth. Seller and Purchaser acknowledge that if such matters are of concern to them in the decision to sell or purchase the property, they have sought and obtained independent advice relative thereto.

12. **MINERAL RIGHTS.** Seller to convey 0 % of all mineral rights, if any owned, to the Buyer.

13. **“AS IS” CONDITION:** The purchaser has examined this property and agrees to accept the same in its present condition, except as may be specified herein. The purchaser is responsible for inspection prior to conveyance. This inspection is the responsibility of the purchaser unless agreed by all the parties. Inspection is to be at the expense of the purchaser. All references to square footage, acreage, income, values, or expenses are approximate. Purchaser agrees to conduct their own independent investigations and rely only on those results. **Neither seller nor salesperson makes any representation or warranties regarding the condition of the property unless expressly set forth.** The closing or delivery of possession, whichever first occurs, constitutes acceptance in “as is” condition and releases seller, salesperson(s), and their broker from liability of acceptance.

PURCHASER ACCEPTS THE PROPERTY AS SOLD IN “AS IS” CONDITION.


12/21/22
5:51 PM CST



PURCHASER(S) INITIALS

14. **HAZARDOUS SUBSTANCES:** Seller and Purchaser expressly acknowledge that the Broker(s) has not made an independent investigation or determination with respect to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances or gases, in, on, or about the Property, or for the presence of underground storage tanks. Any such investigation or determination shall be the responsibility of the Purchaser and the Broker(s) are not to be held responsible thereof.



15. COMMISSION.

- Seller will pay commission per written agreement with Tutt Land Company.
- Seller Buyer will pay a commission of ____%, to be distributed as follows:
 ____% to Listing Agency ____% to Selling Agency

16. This contract shall be binding upon the heirs or assigns of both parties.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Each of the parties acknowledges that he has a right to be represented at all times in connection with this Contract and the closing by an attorney of his own choosing, at his own expense.

Ellis VOLLinger for FMC dotloop verified
 12/21/22 5:51 PM CST
 OEDA-2ZUS-XVHI-YUBM

BUYER

Sage smith dotloop verified
 12/21/22 6:00 PM CST
 WG UU-UV0N-8GWJ-XWRT

SELLER

[Empty signature box]

BUYER

[Empty signature box]

SELLER

Attachment V to Exhibit 31 - Monroeville City Ordinance Approving Dispensary Operations

City of Monroeville

RESOLUTION 2022-11-005

A RESOLUTION AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF MONROEVILLE

WHEREAS, on May 17, 2021, Alabama Governor Kay Ivey signed the Darren Wesley "Ato" Hall Compassion Act into law, codified as Alabama Code (1975) § 20-2A-1, et seq.; and

WHEREAS, the Darren Wesley "Alto" Hall Compassion Act legalizes the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a medical marijuana dispensary may only be operated in a city which authorizes and approves the operation of dispensaries within the city's corporate limits; and

WHEREAS, medical marijuana dispensary operation is and will be heavily regulated by the Medical Cannabis Commission to ensure safe and legal operation of dispensaries.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROEVILLE, ALABAMA, AS FOLLOWS:

SECTION 1. The City of MONROEVILLE hereby authorizes the operation of medical marijuana/ cannabis dispensing sites within the City of MONROEVILLE, subject to any applicable zoning restrictions which may be adopted by the City Council, pursuant to 20-2A-51(c)(3).

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED and APPROVED this 15TH day of November 2022.



MAYOR CHARLES E ANDREWS

ATTEST:



Tamekia Hunt

City Clerk /Treasurer

Grounds/Authority for Redactions: This exhibit contains detailed floor plans for our proposed cultivation/processing facility, including the location of restricted access areas and of all security features (alarms, cameras, panic buttons, etc). Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 32 – 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.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 32 – Engineering Plans and Specifications (Cultivation Facilities)

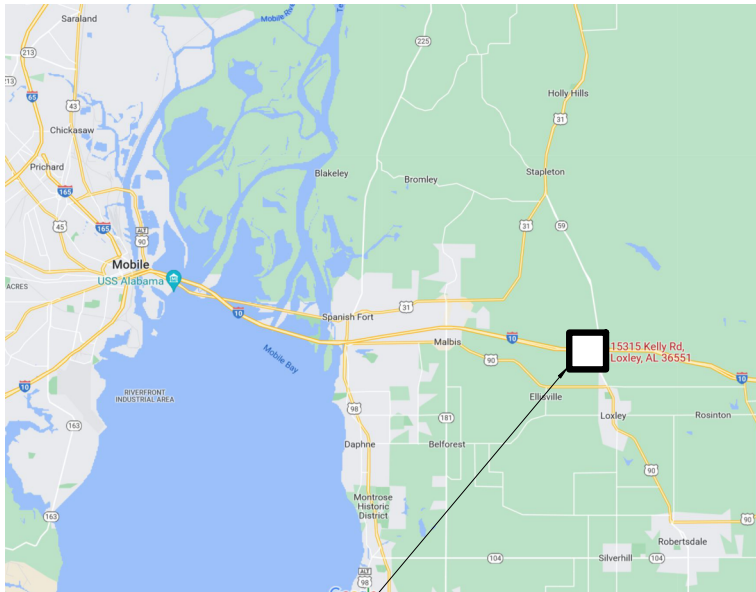
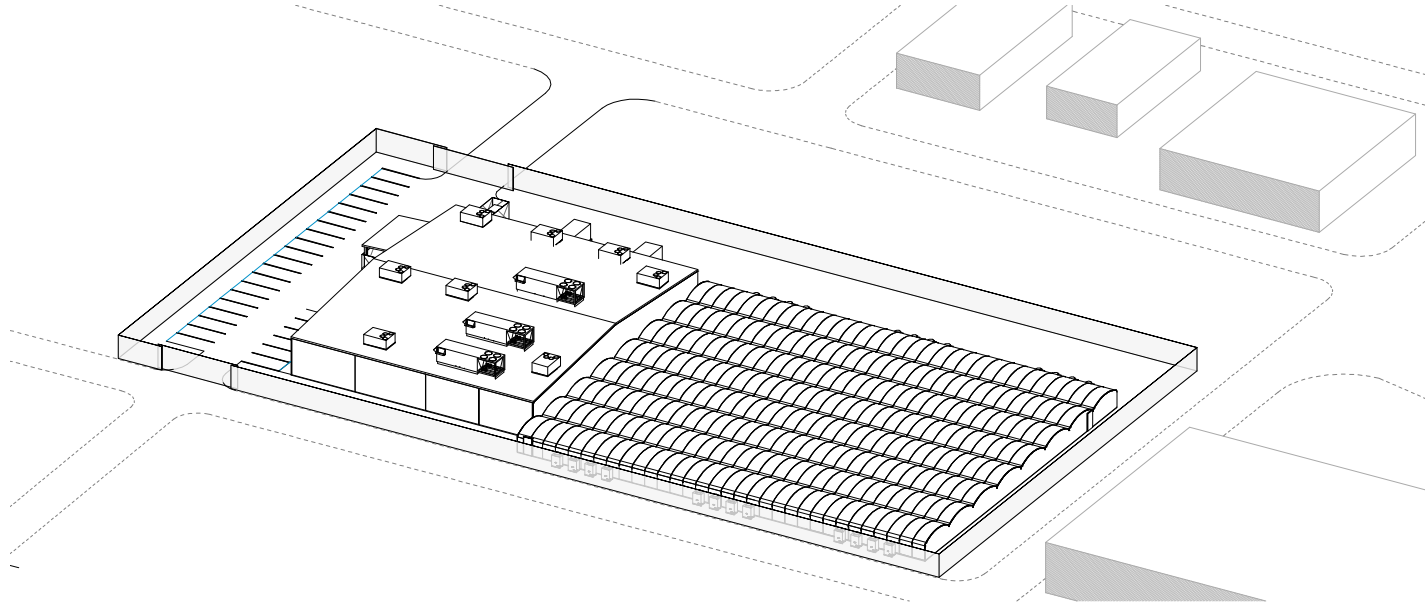
The engineering plans and specification for each cultivation facility, which shall include the following:

- A detailed plan and elevation drawings of all operational areas involved with the production of cannabis plants. This should include dimensions and elevation referenced to a single-facility benchmark.
- Cross-sections that show the construction details and their dimensions to provide verification of construction materials, enhancement for security measures, and biosecurity measures.
- Identification of all employee-accessible nonproduction areas.
- The location, size, and capacity of all storage areas, ventilation systems, and equipment used for the production of cannabis.
- The location and door material specifications of all entrances and exits to the cultivation facility, as well as the physical makeup and specifications of all outer walls of the enclosed structure.
- The location and specifications of any windows, skylights and roof hatches.
- The location of all monitoring cameras and their field of view, verified to be operating 24 hours per day.
- The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens.
- The location of the digital audio/video recorder and alarm control panel.
- The location of all restricted, employee-accessible and public areas.
- The location where all plant inputs and application equipment are stored.
- The location of all enclosed, secure areas or loading/unloading docks out of public view for the loading/unloading of cannabis or medical cannabis into or out of any motor vehicle for secure transport.
- The location of any area used to store medical cannabis that has been returned to the cultivation facility from a processor or dispensary.

Please find attached engineering plans and specifications for our proposed cultivation and processing facility in Loxley, Alabama that incorporate all of the requirements stated above.

Medical Cannabis Integrated Facility

15315 Kelly Road, Loxley, AL, 36551



PROJECT SITE

VICINITY MAP - 15315 KELLY ROAD



SHEET INDEX

ARCHITECTURAL

- A0-0 COVER
- A0-1 SITE PLAN - OVERALL
- A0-2 SITE PLAN - ENLARGED - CULTIVATION AND OPERATIONS
- A1-1 BASE FLOOR PLAN - ADMIN AND OPERATIONS
- A1-2 BASE FLOOR PLAN - CULTIVATION
- A1-3 CEILING PLAN - CULTIVATION
- A1-4 DEPARTMENT FLOOR PLAN - ADMIN AND OPERATIONS
- A1-5 SECURITY PLAN - ADMINISTRATION
- A1-6 SECURITY PLAN - CULTIVATION
- A1-7 SECURITY DEVICES PLAN - ADMINISTRATION
- A1-8 SECURITY DEVICES PLAN - CULTIVATION
- A1-9 BUILDING ELEVATIONS AND SECTIONS
- A1-10 BUILDING ELEVATIONS AND SECTIONS
- A1-11 WALL SECTIONS
- A1-12 ENLARGED PLANS & INTERIOR ELEVATIONS
- A1-13 ENLARGED PLANS & INTERIOR ELEVATIONS
- A1-14 ENLARGED PLANS & INTERIOR ELEVATIONS

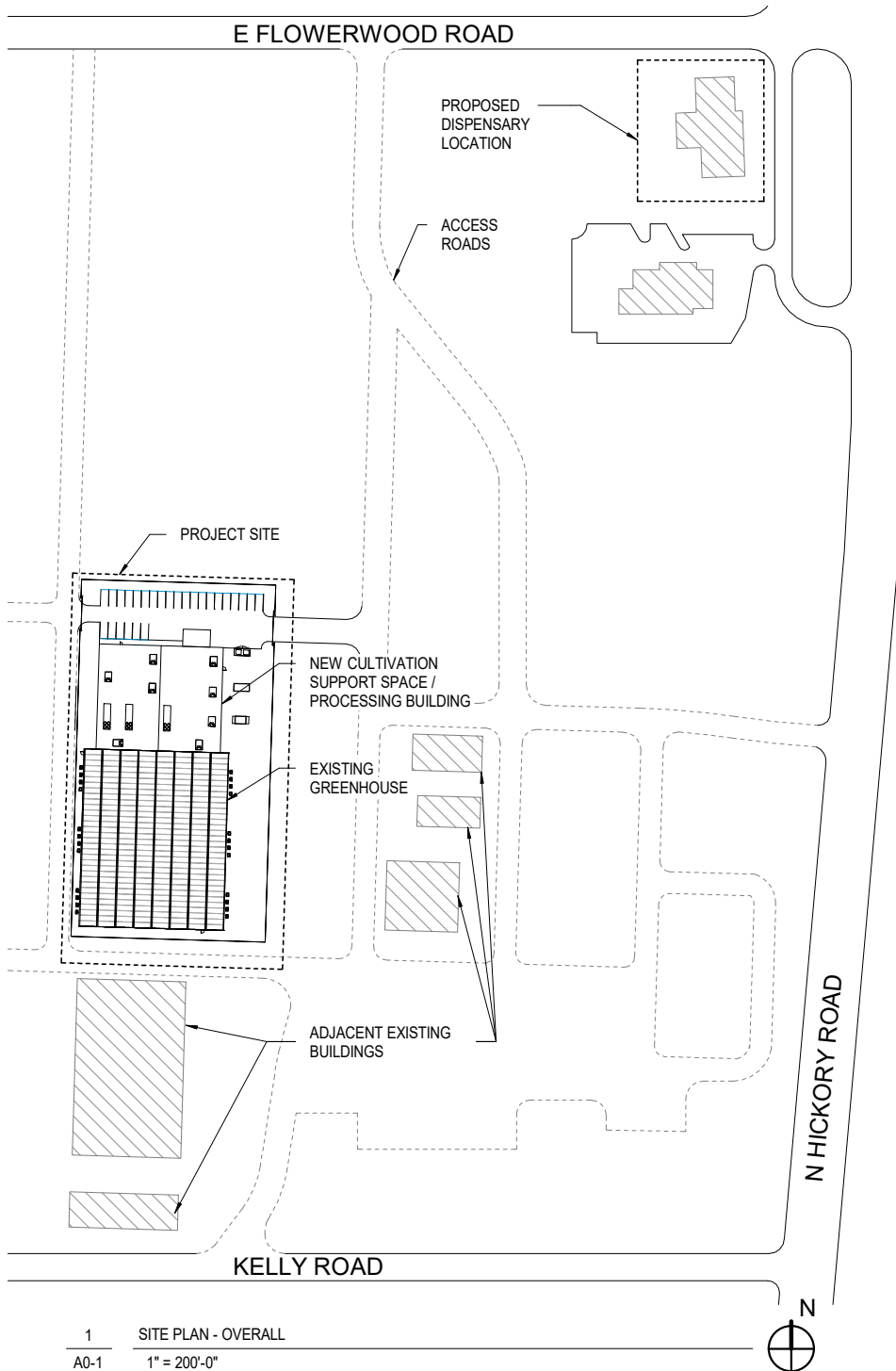
A0-0

COVER

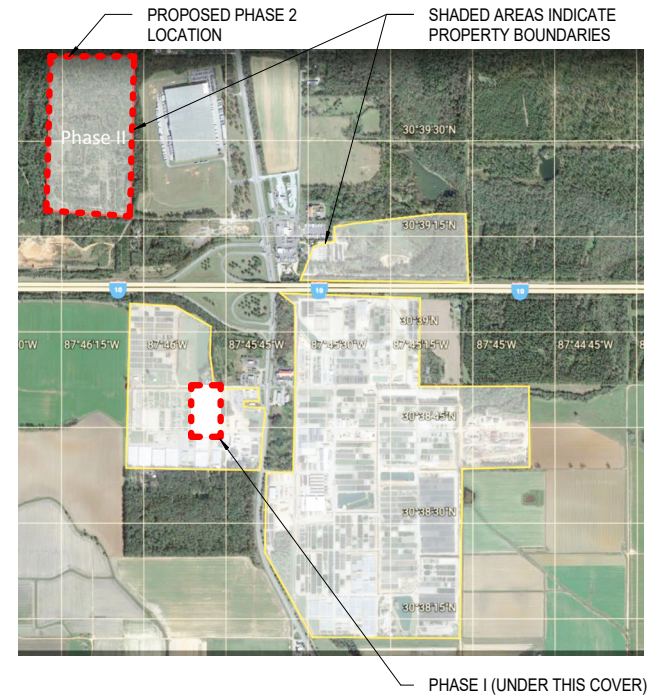
Page 3 of 20

12/30/22

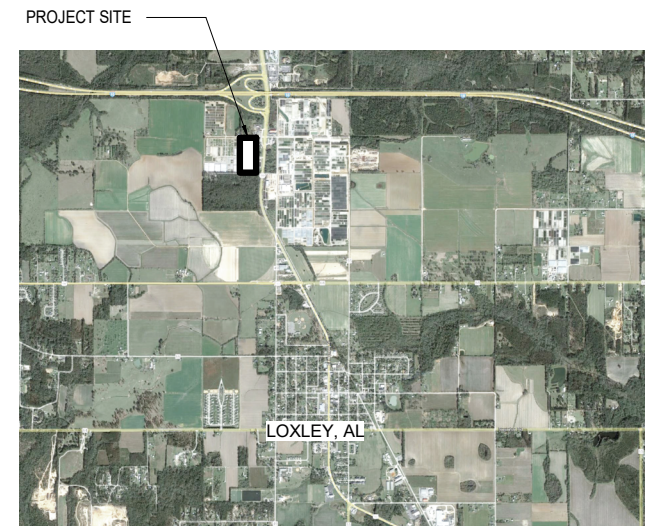
12/29/2022 2:41:47 PM ANY UNAUTHORIZED USE OF THESE DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF: MANIFOLD DESIGN AND DEVELOPMENT, INC.



PHASING MAP



LOCATION MAP



A0-1

SITE PLAN - OVERALL

Grounds/Authority for Redactions: This exhibit contains detailed descriptions of our standard operating procedures for security at all of our proposed facilities including floor plans of those facilities with a security overlay that details the layout of our security features (alarms, cameras, panic buttons, etc). Ala. Code § 36-12-40 exempts records concerning “security plans, procedures, assessments, measures, or systems, and any other records relating or, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures...the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare.”

Exhibit 33 – Security Plan

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

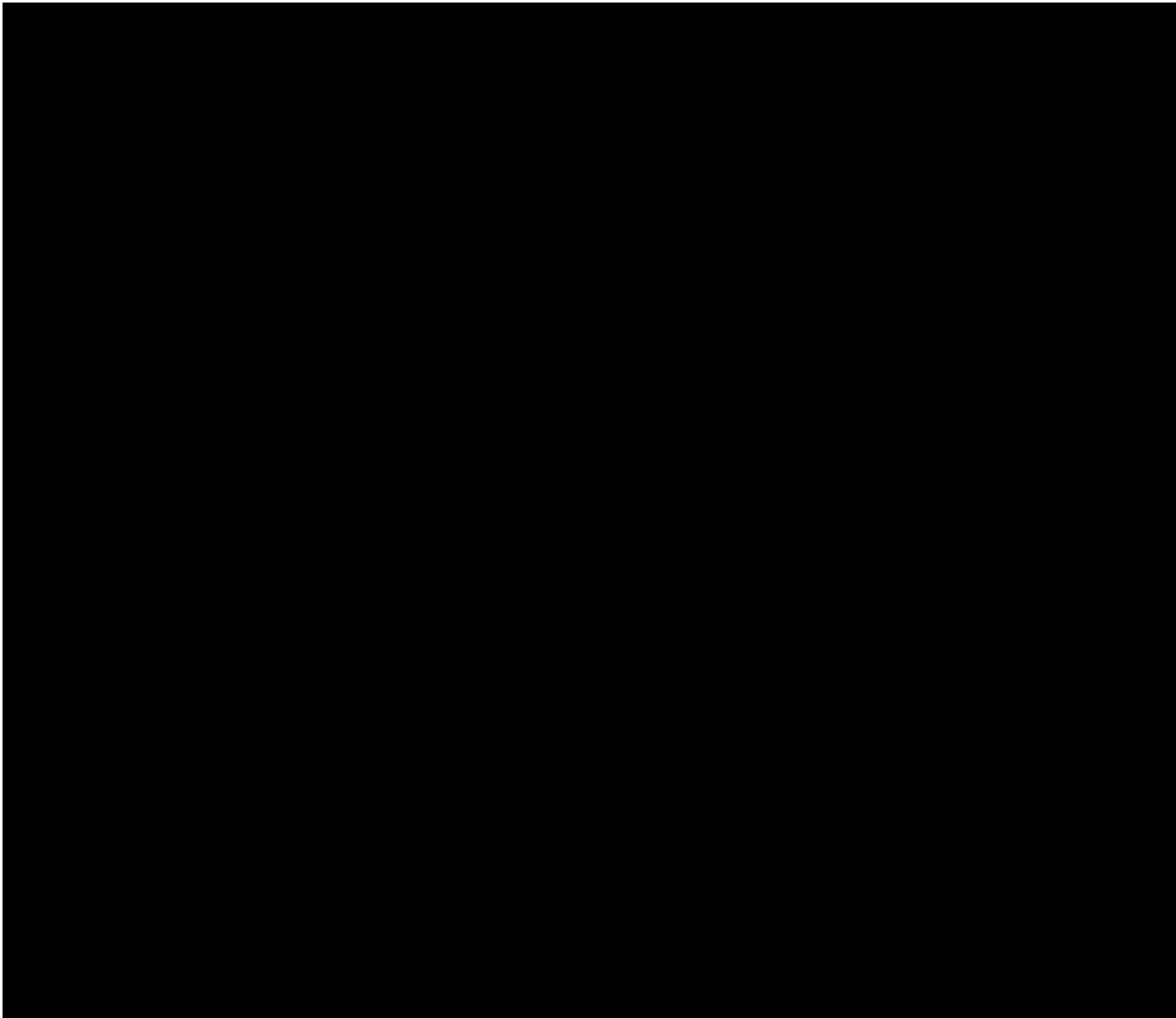
December 30, 2022

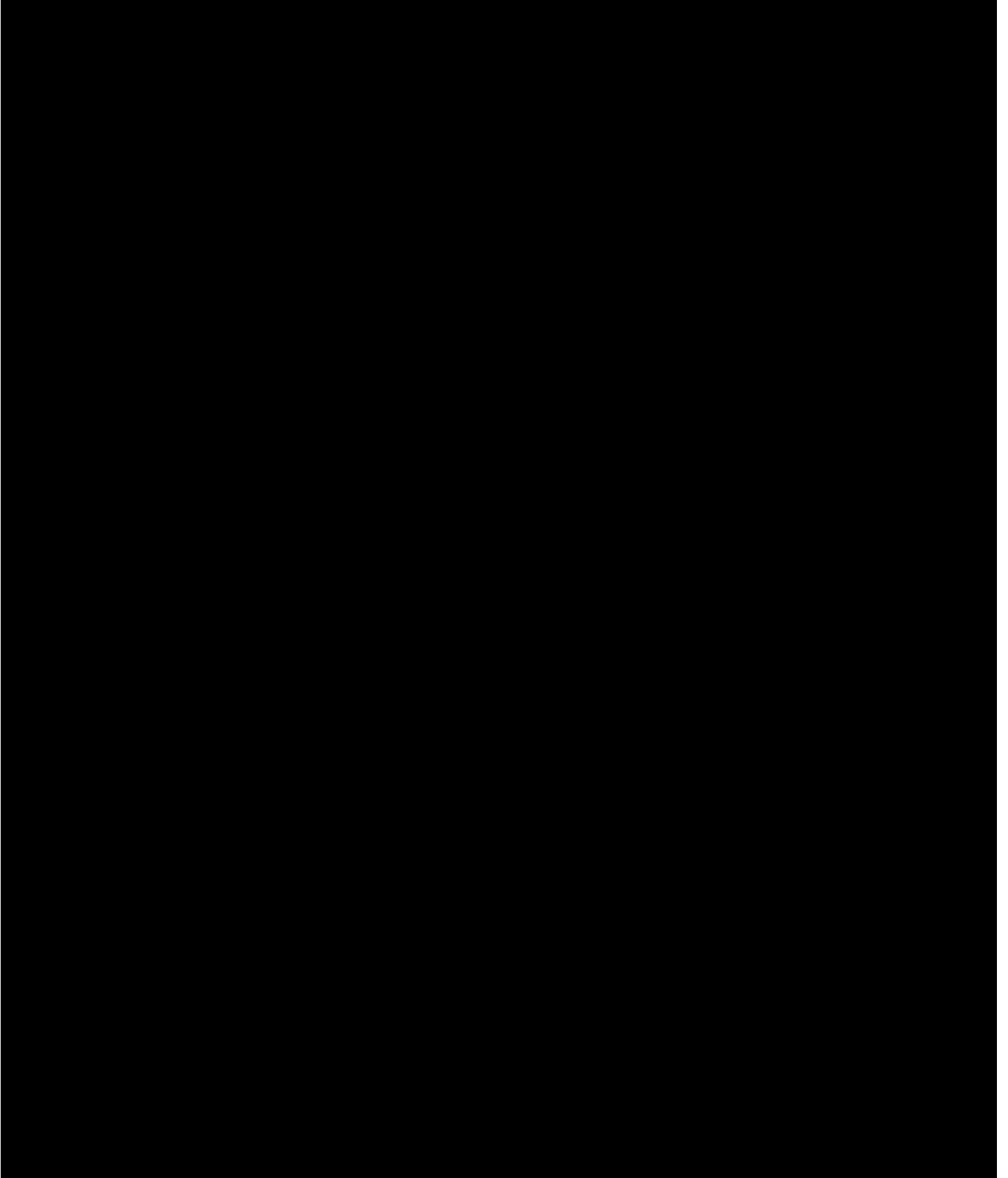
Verification Date

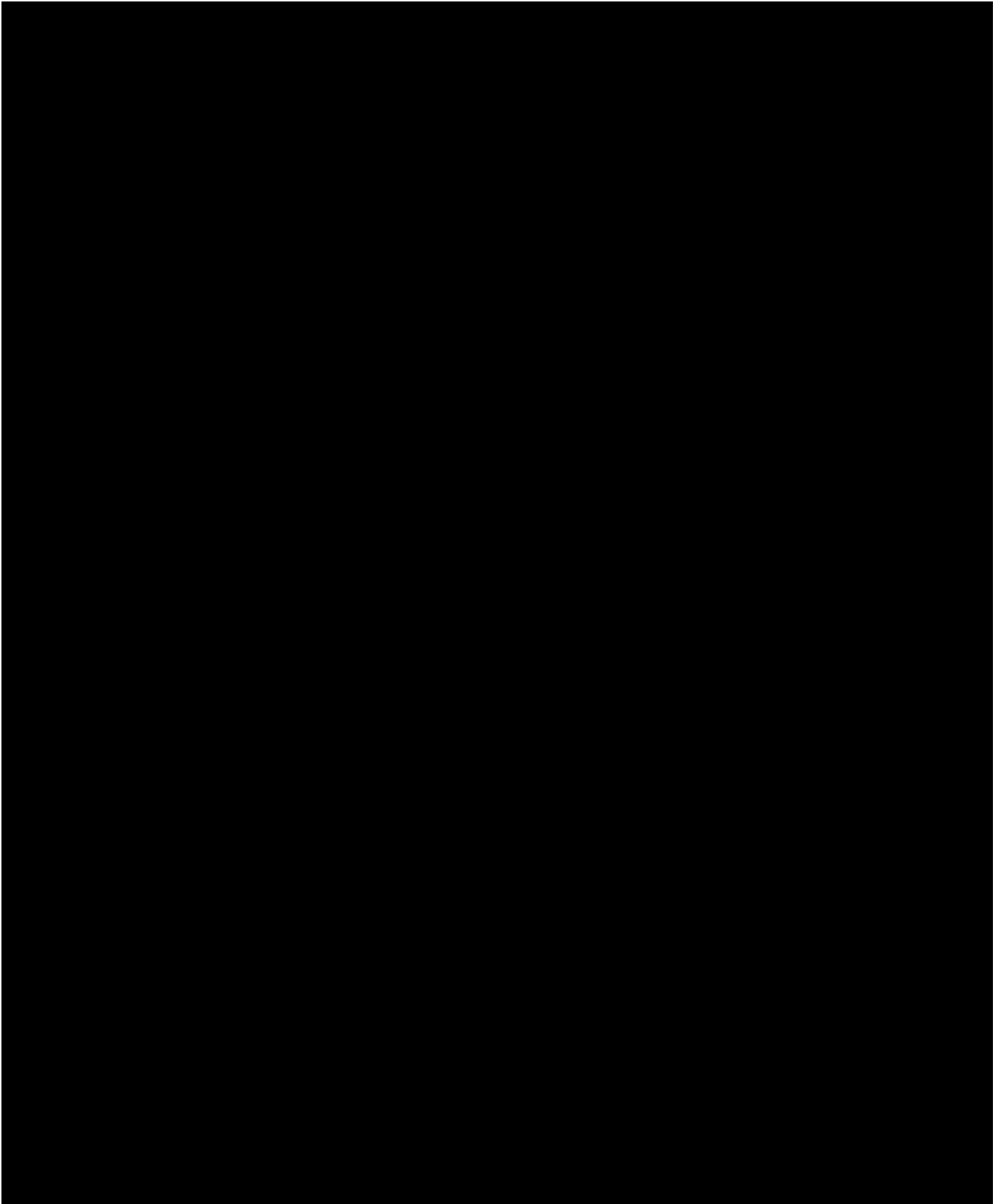
Exhibit 33 – Security Plan

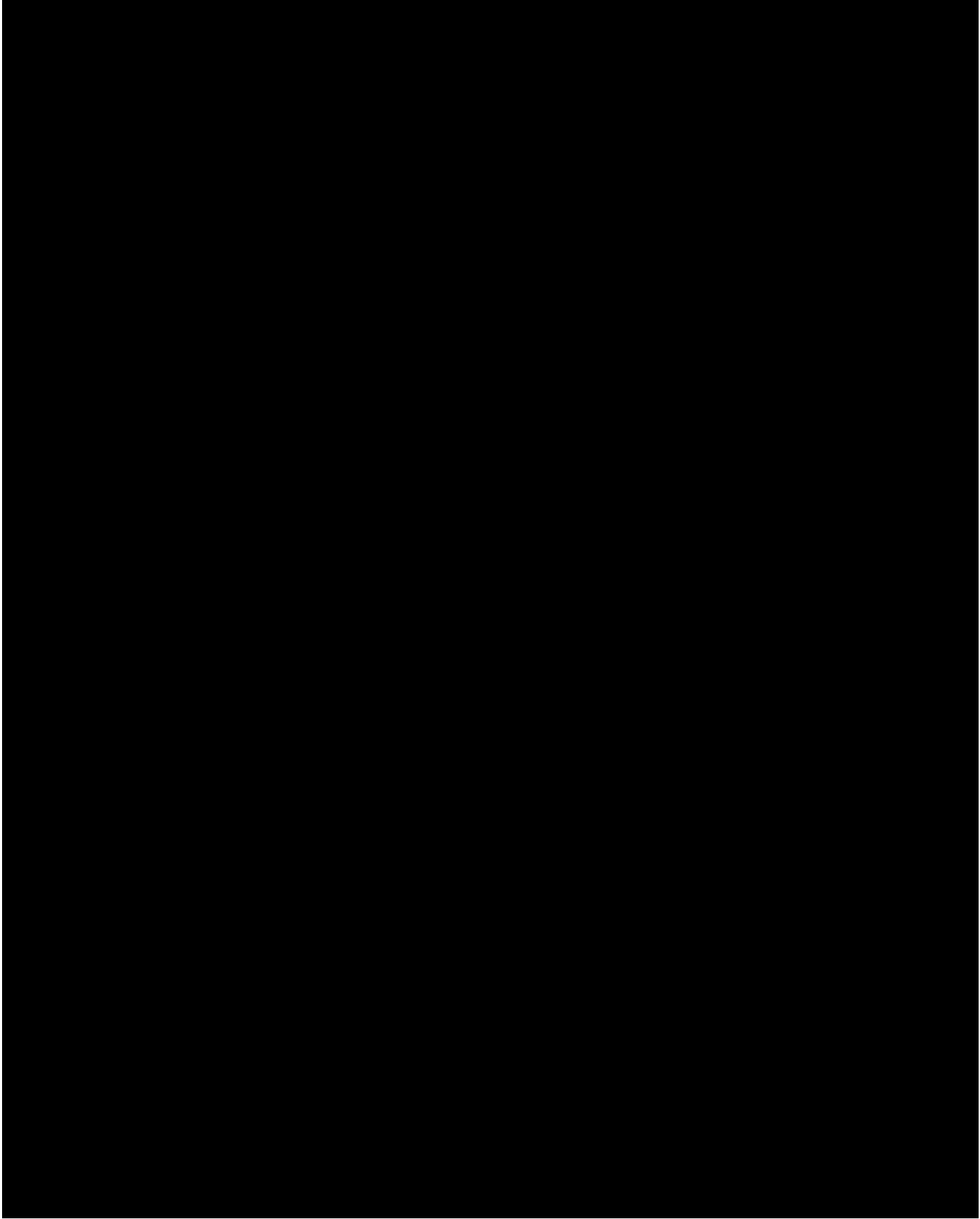
Please note that all sections from Exhibit 33 (Sections 33.1 through 33.32 are covered in detail below. However, the section titles have been reduced in size/summarized to allow enough space to fully answer the sections prompts. Please also note that where appropriate (i.e. similar subject area) certain section responses are combined. If two or more sections have been combined, this is indicated in the section heading below. Finally, please also note that in order to maintain a logical flow of information, certain sections have been dealt with out of turn. This is also indicated below where appropriate. Again, to be absolutely clear, all subsections of Exhibit 33 are covered in detail below.

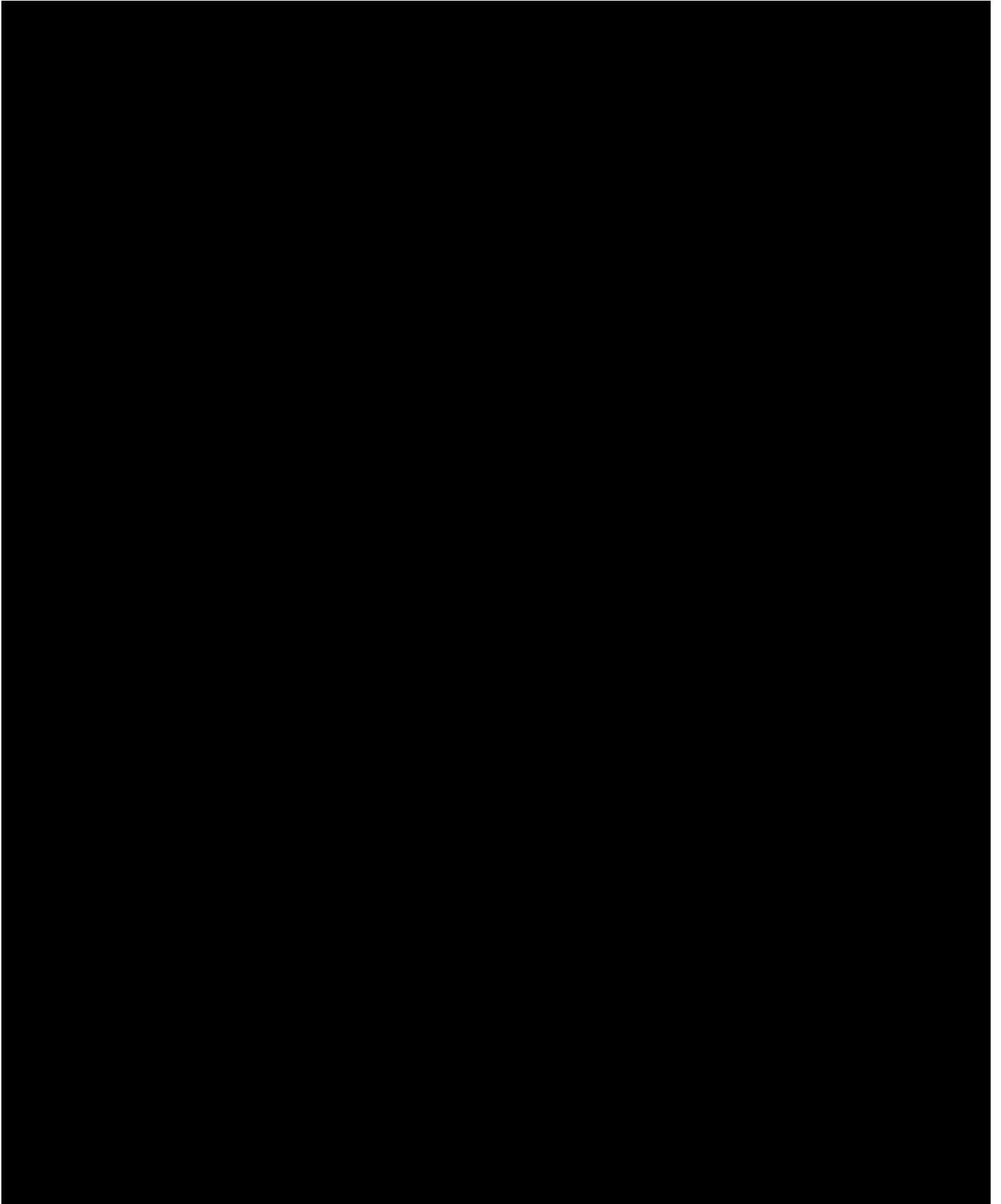
Section 33.1/33.2: Alarm Systems

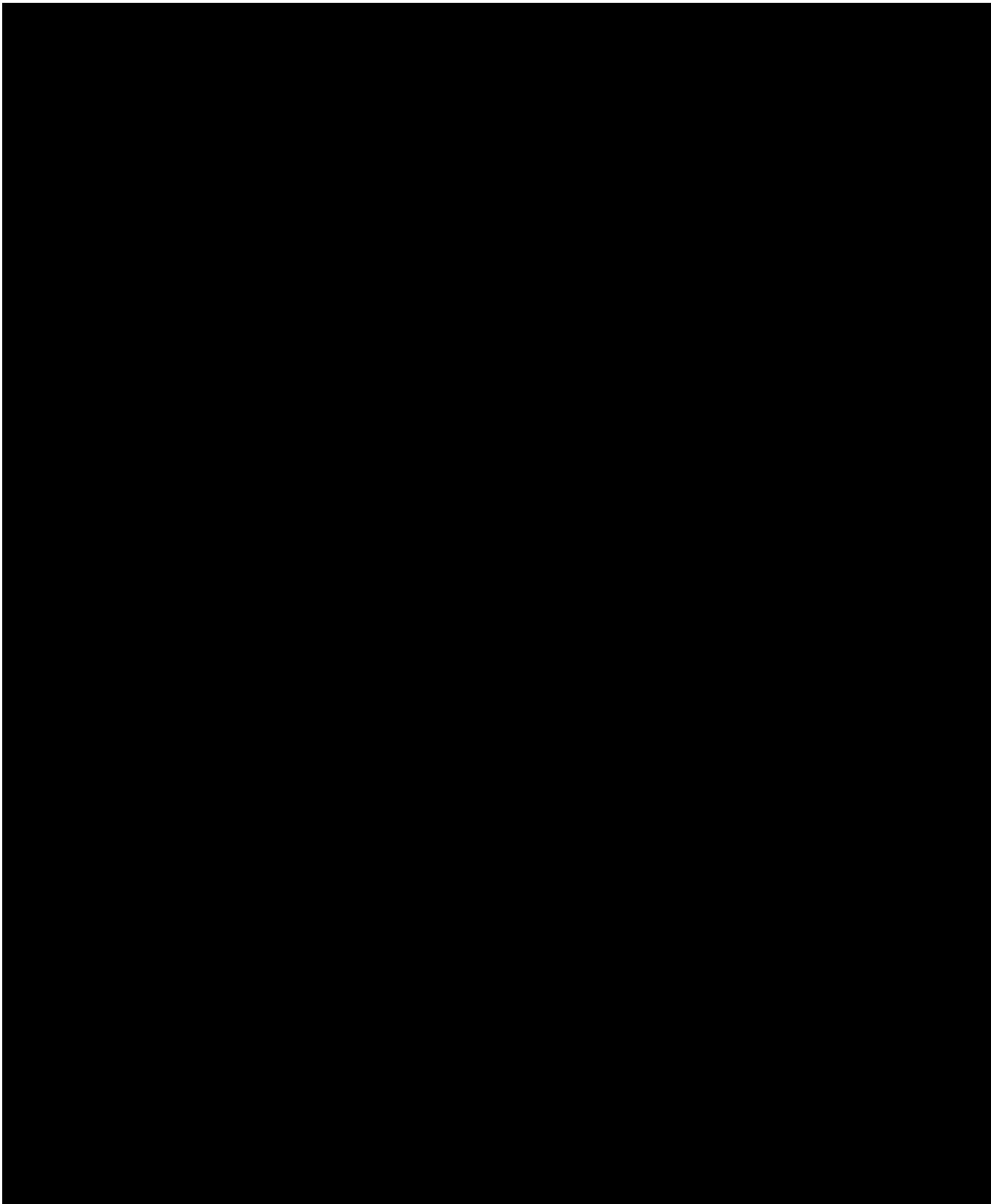


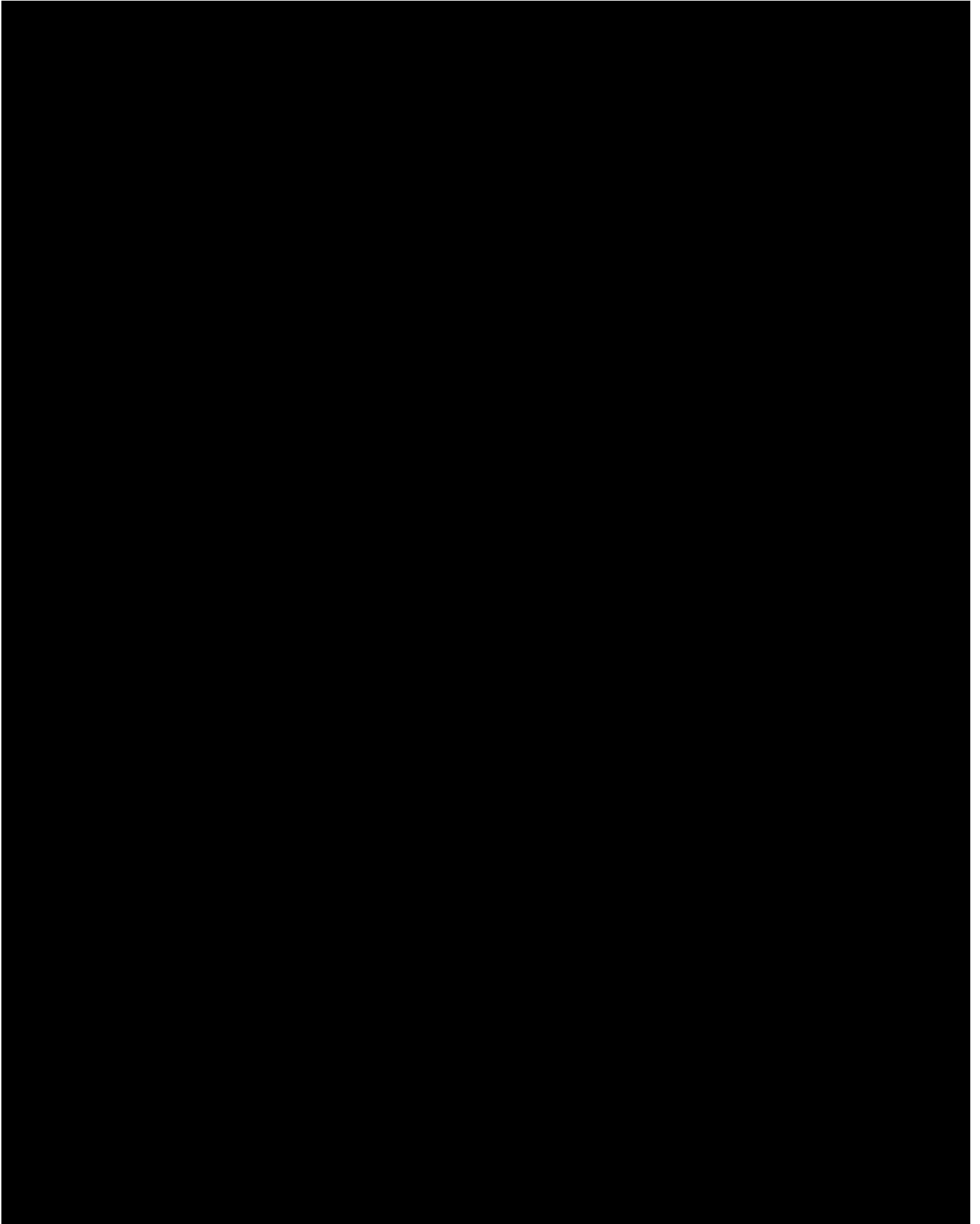


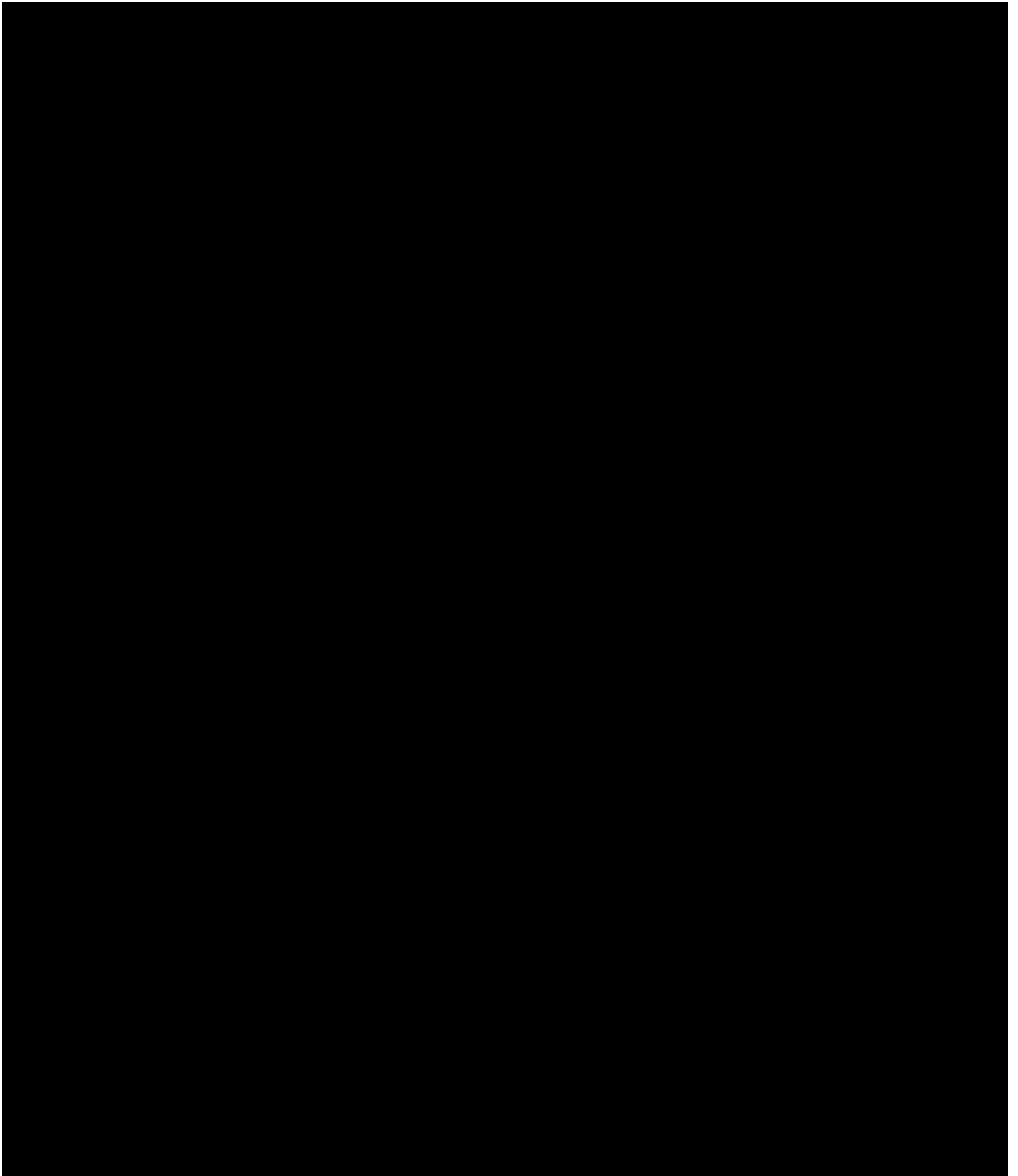


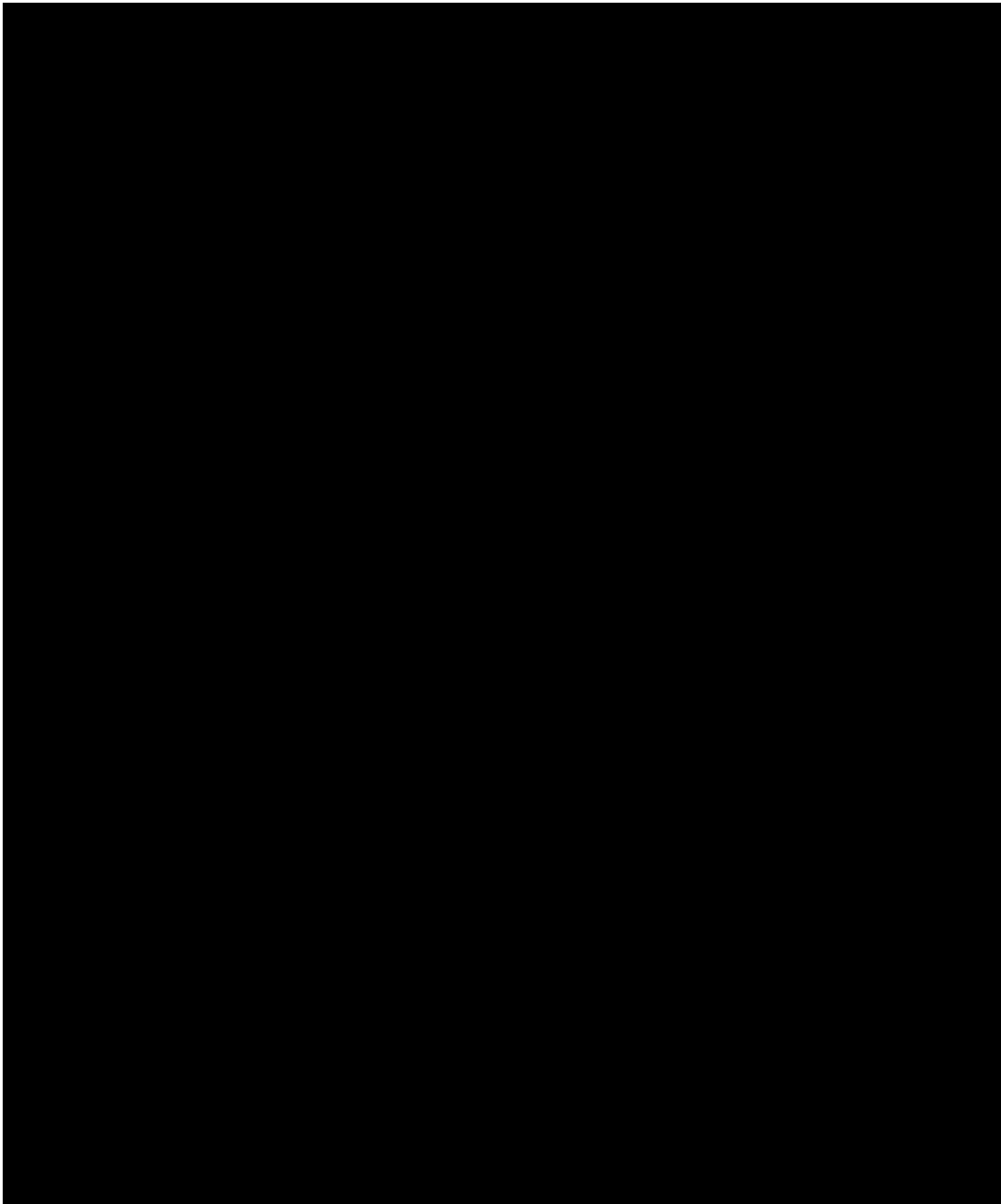


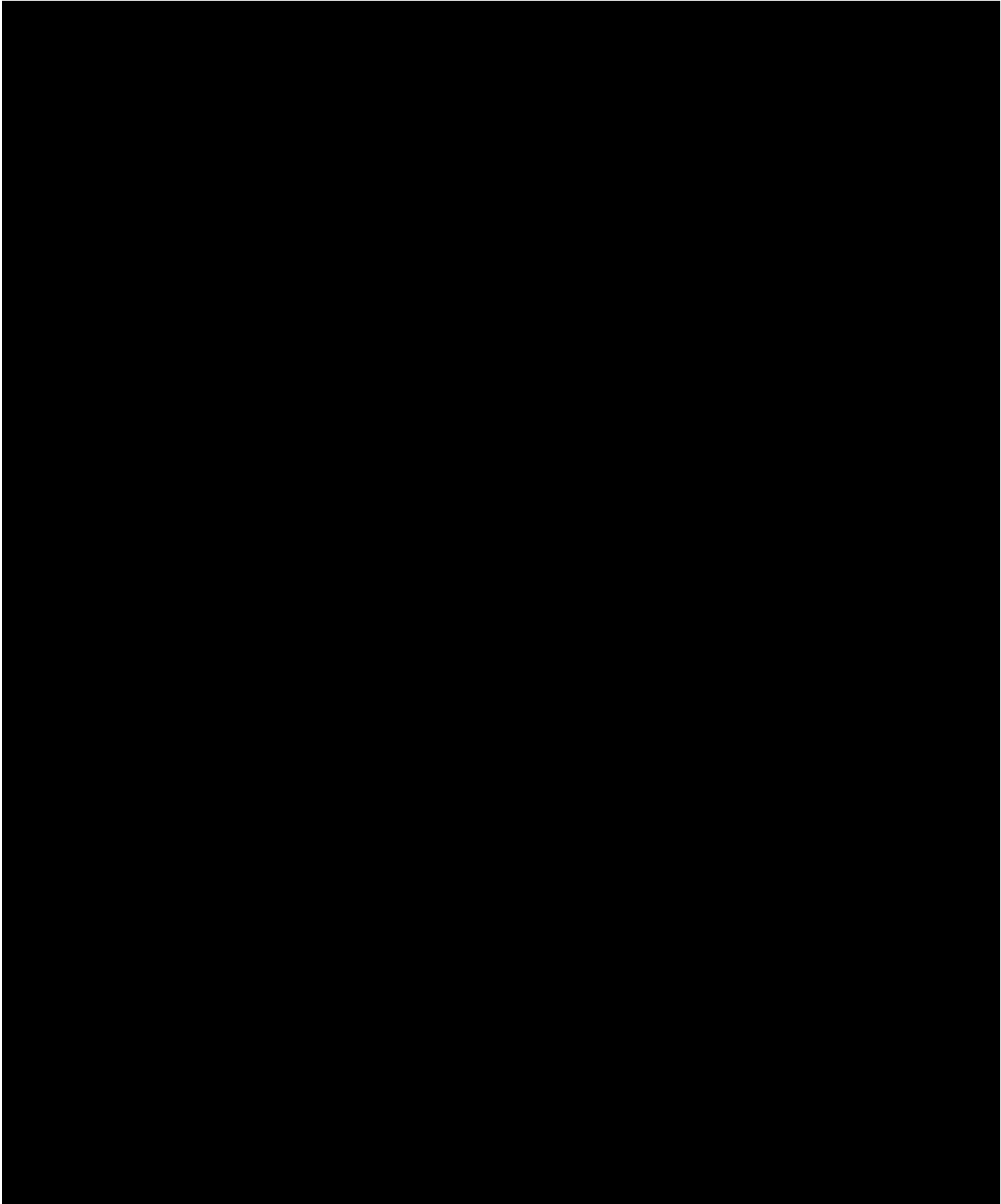


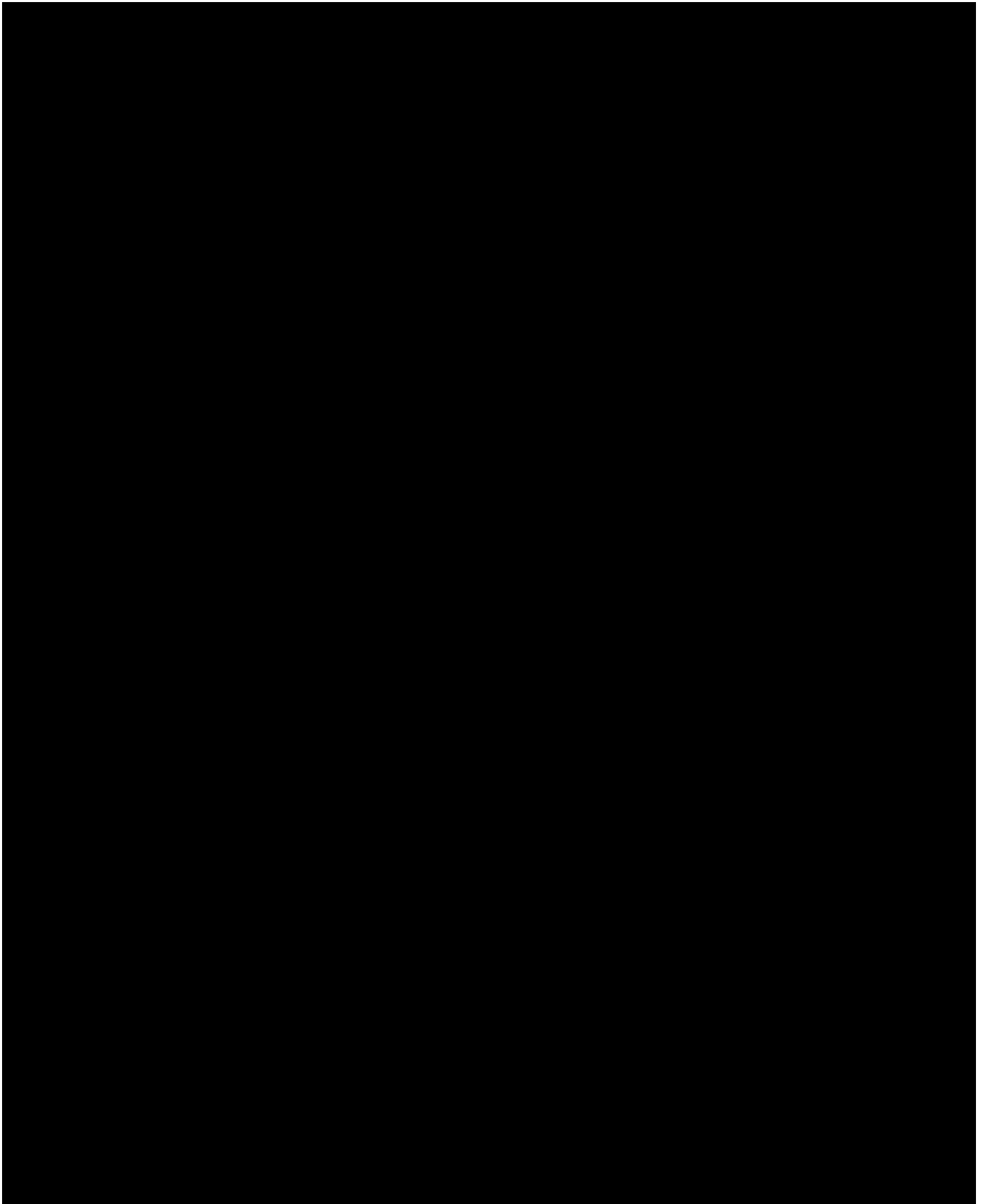


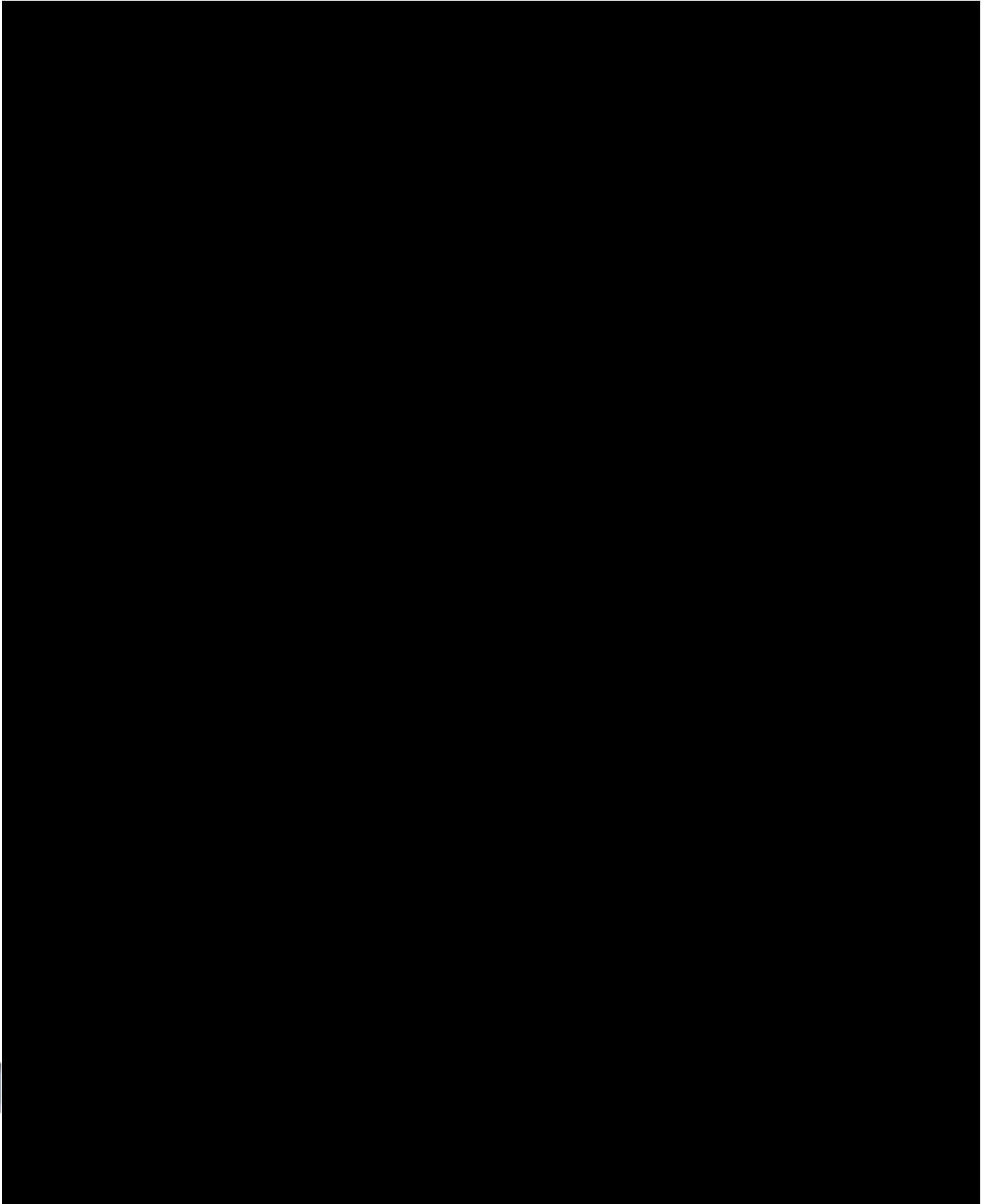




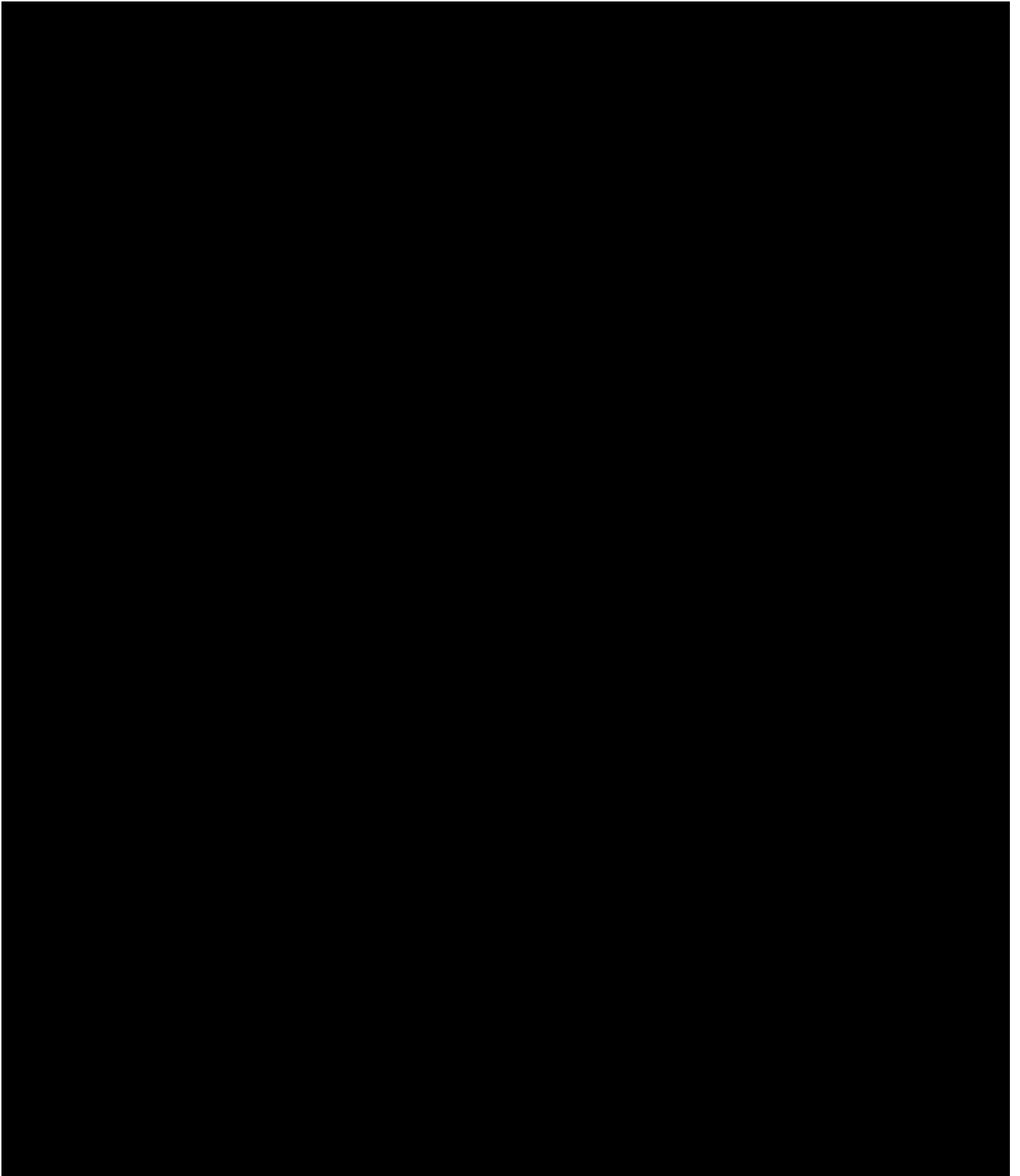








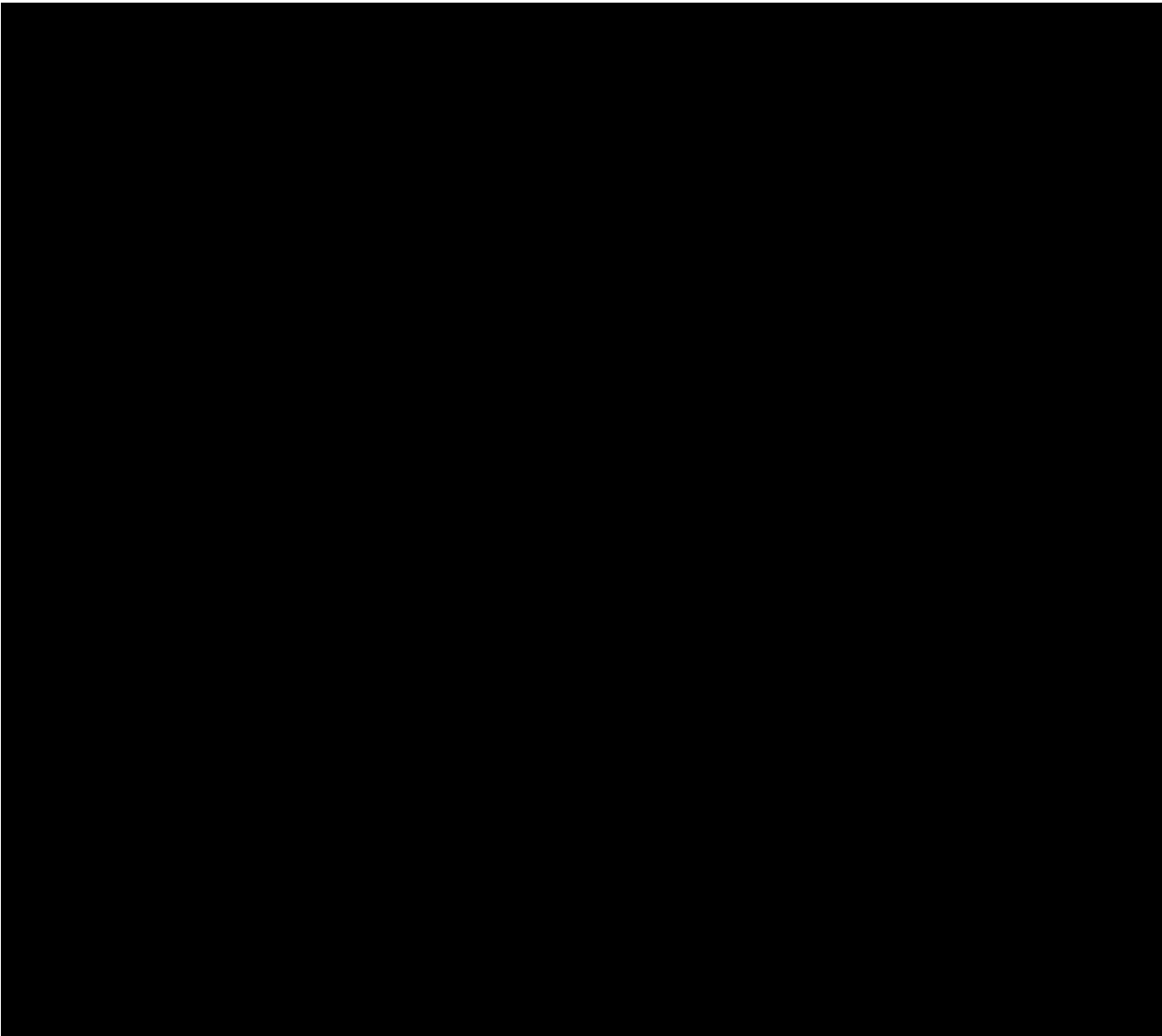
Section 33.6: Exterior doors/locks



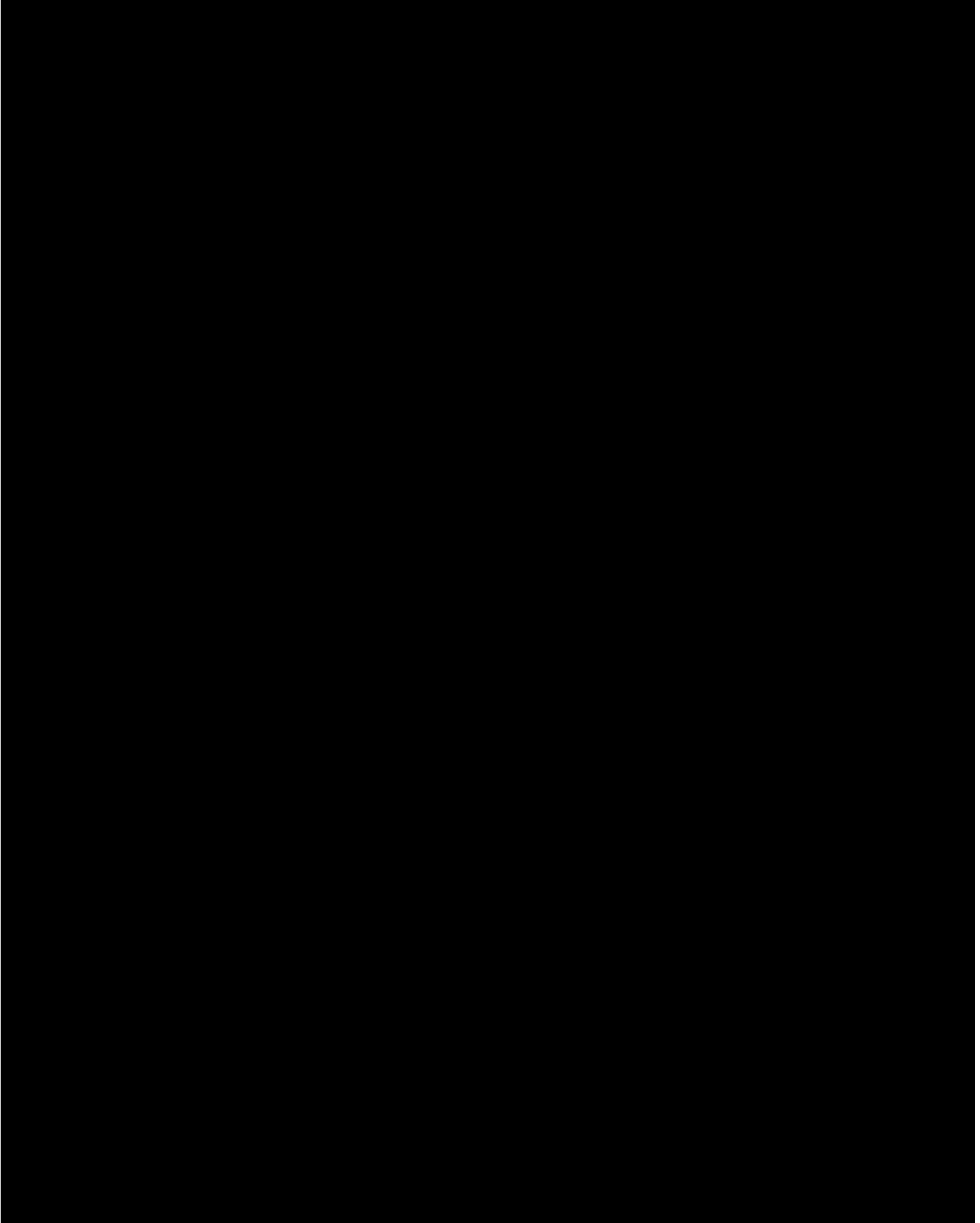
Section 33.7: Exterior walls/windows

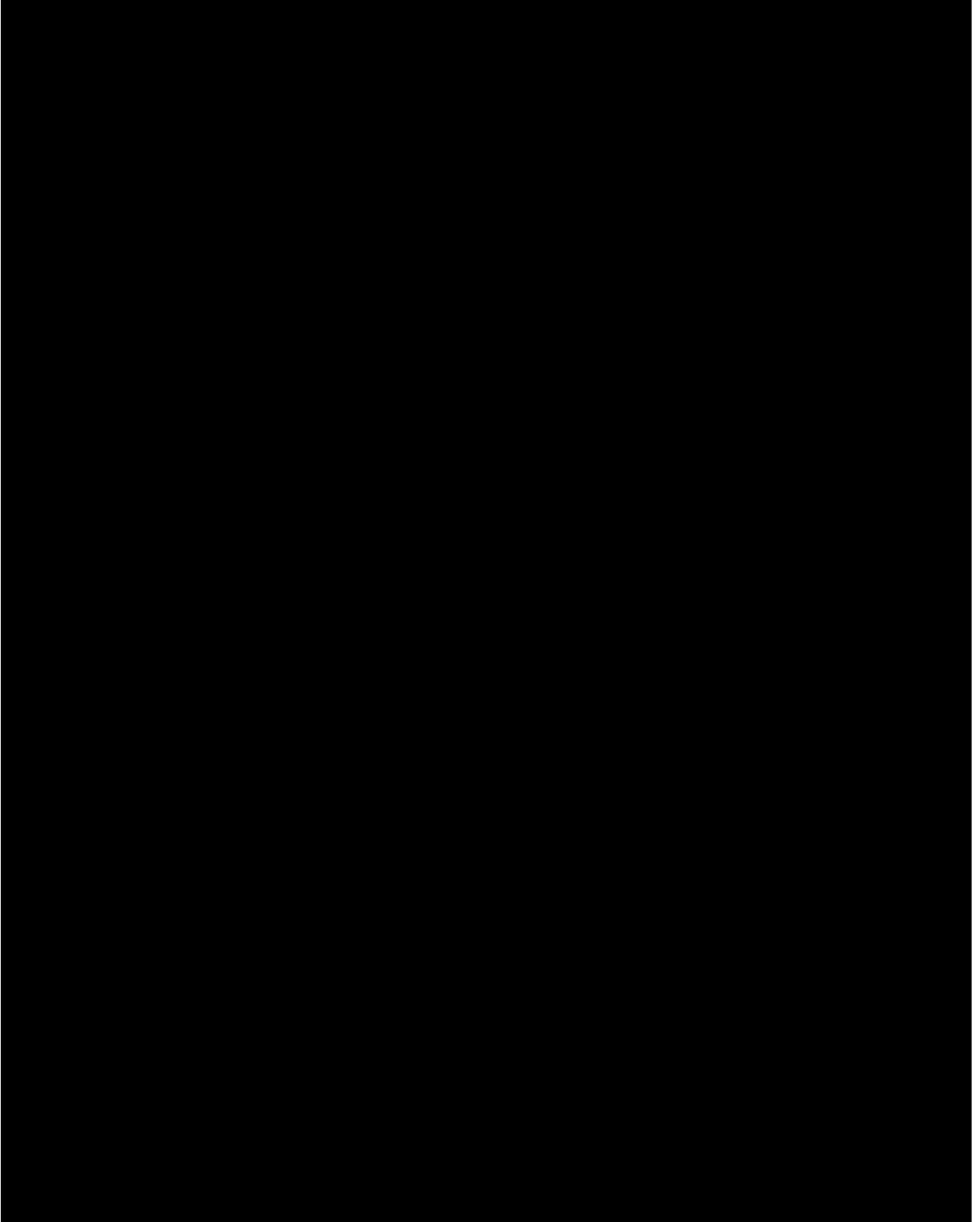


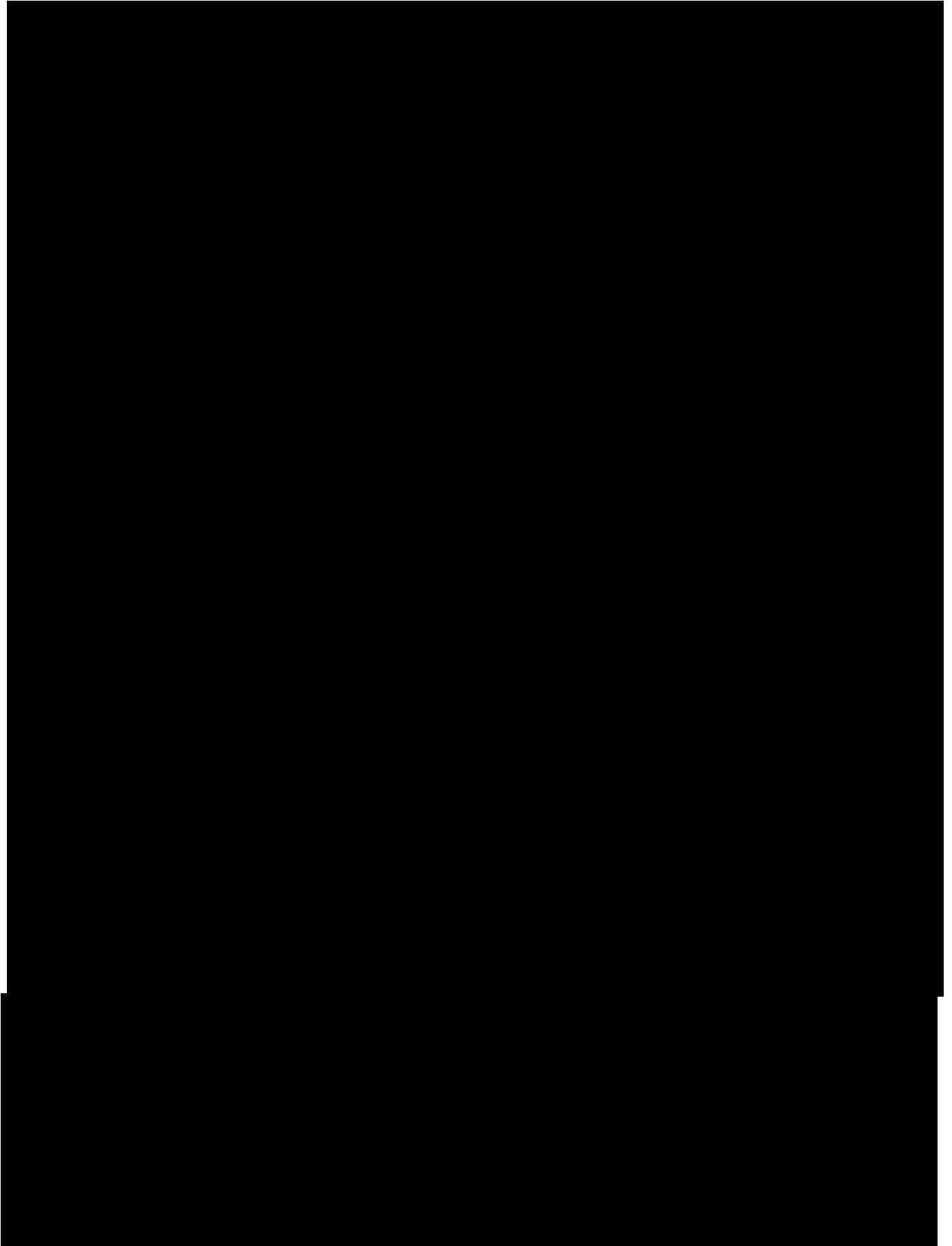
Section 33.8: Security Staffing

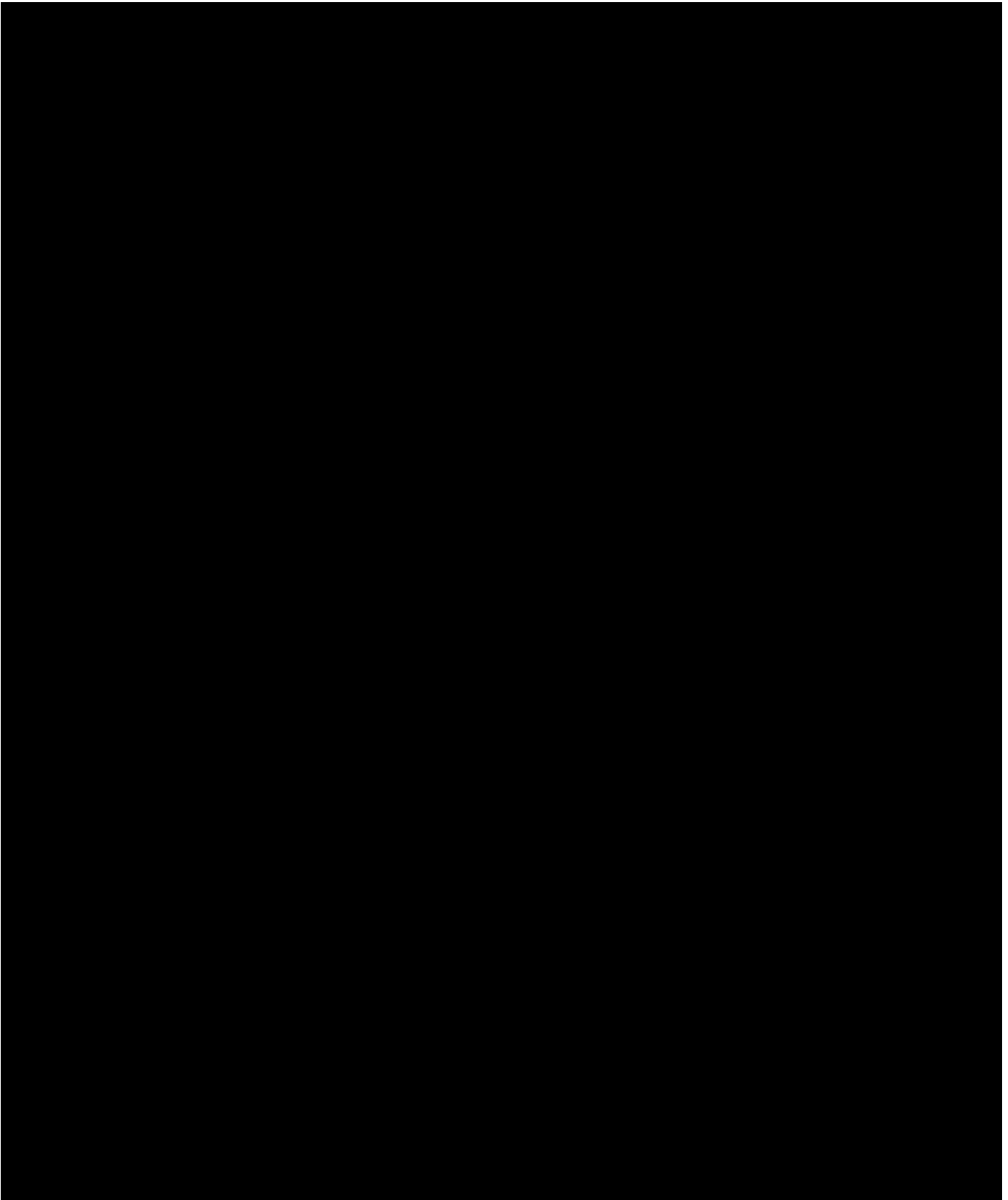


Section 33.9/33.10: Restricted Access controls, movement protocols, and security for cannabis, medical cannabis, cash, and monetary receipts

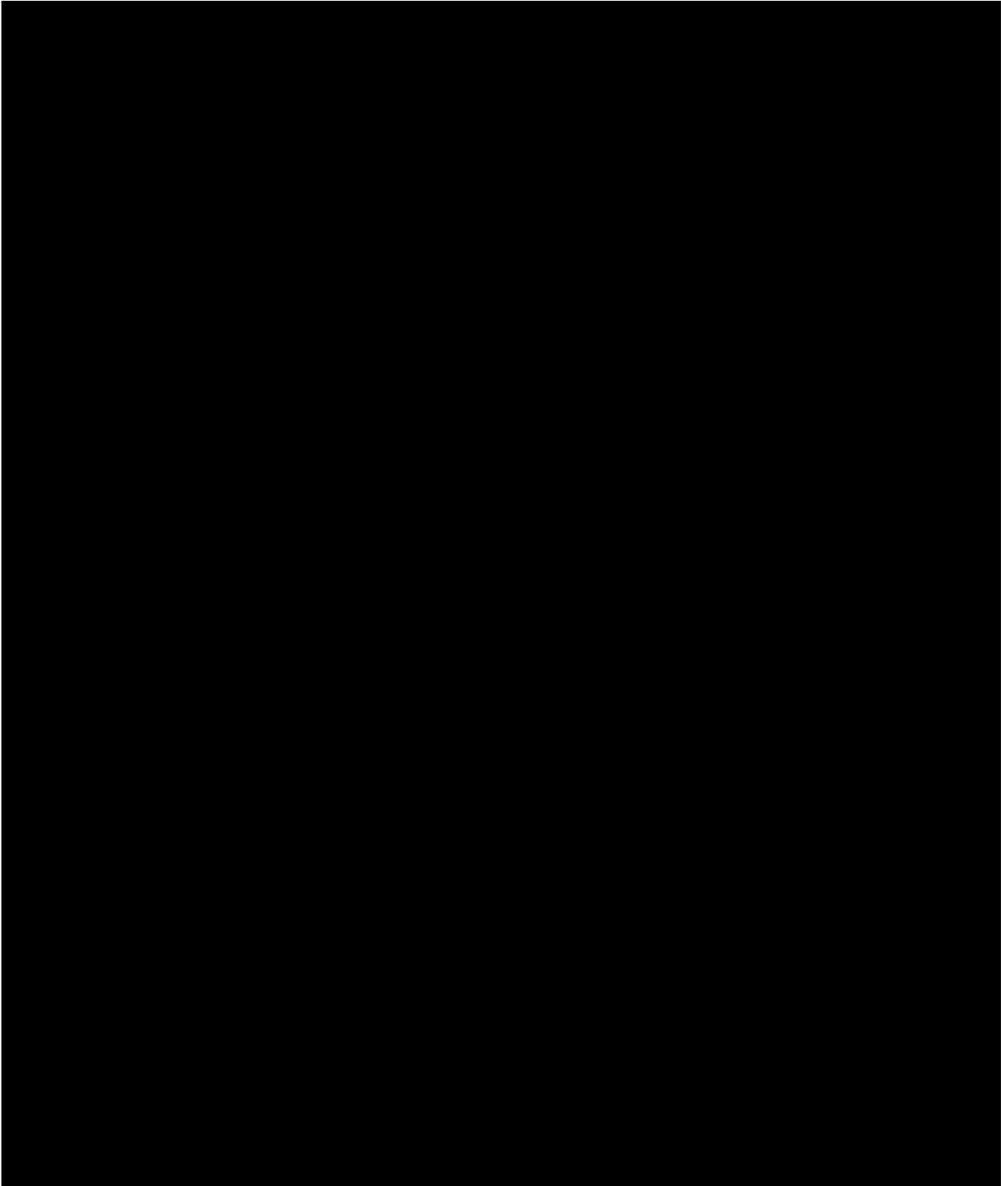


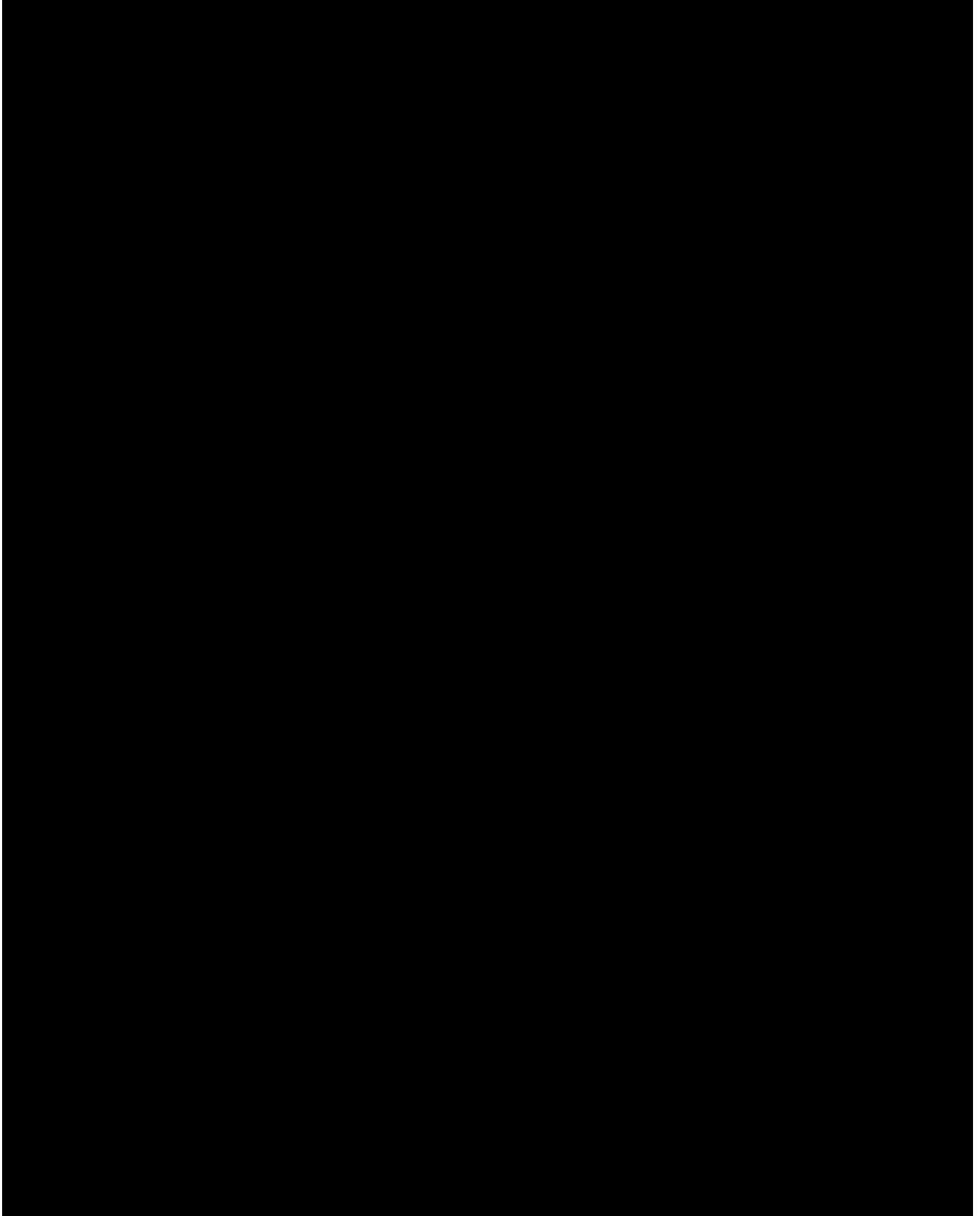


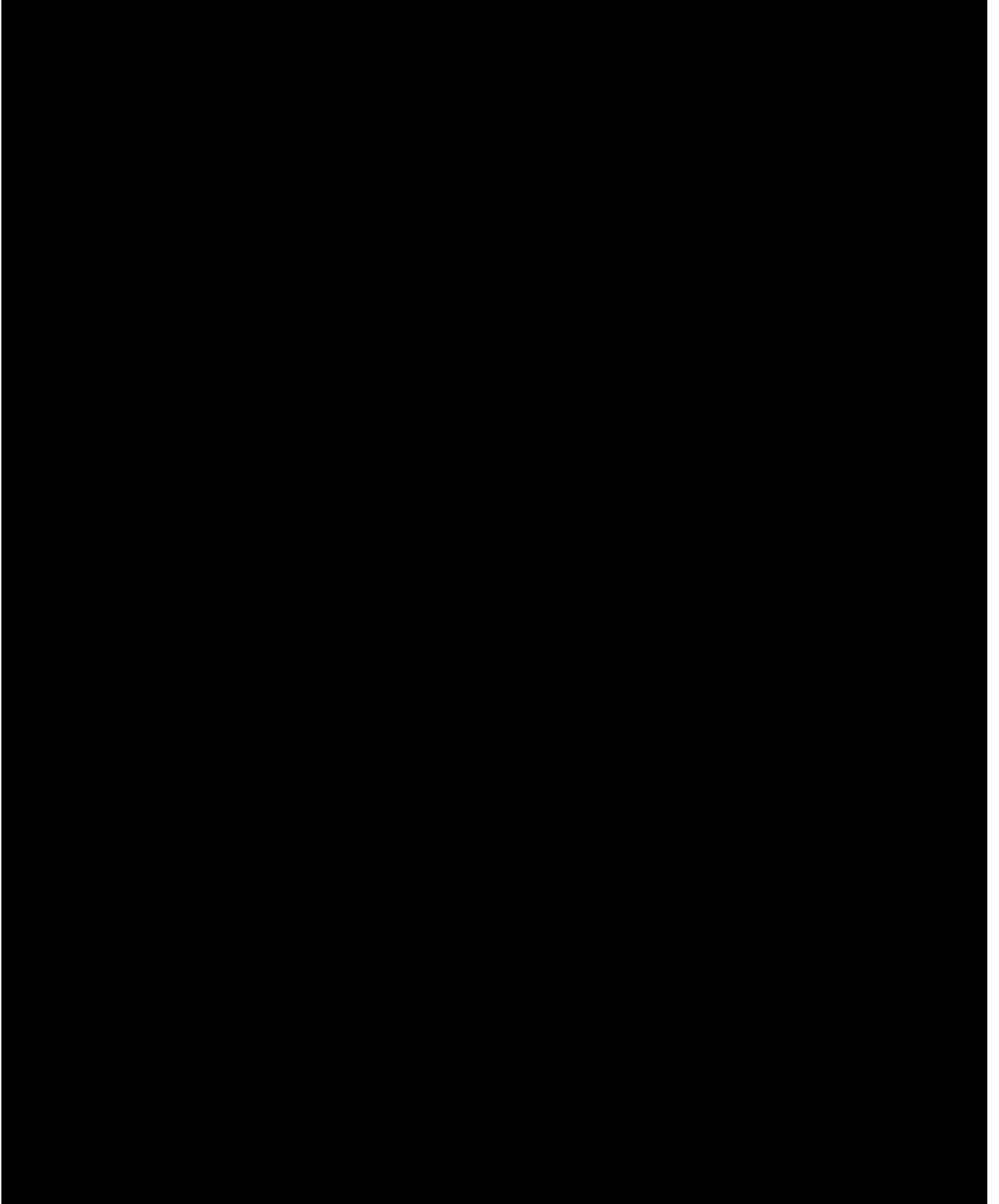


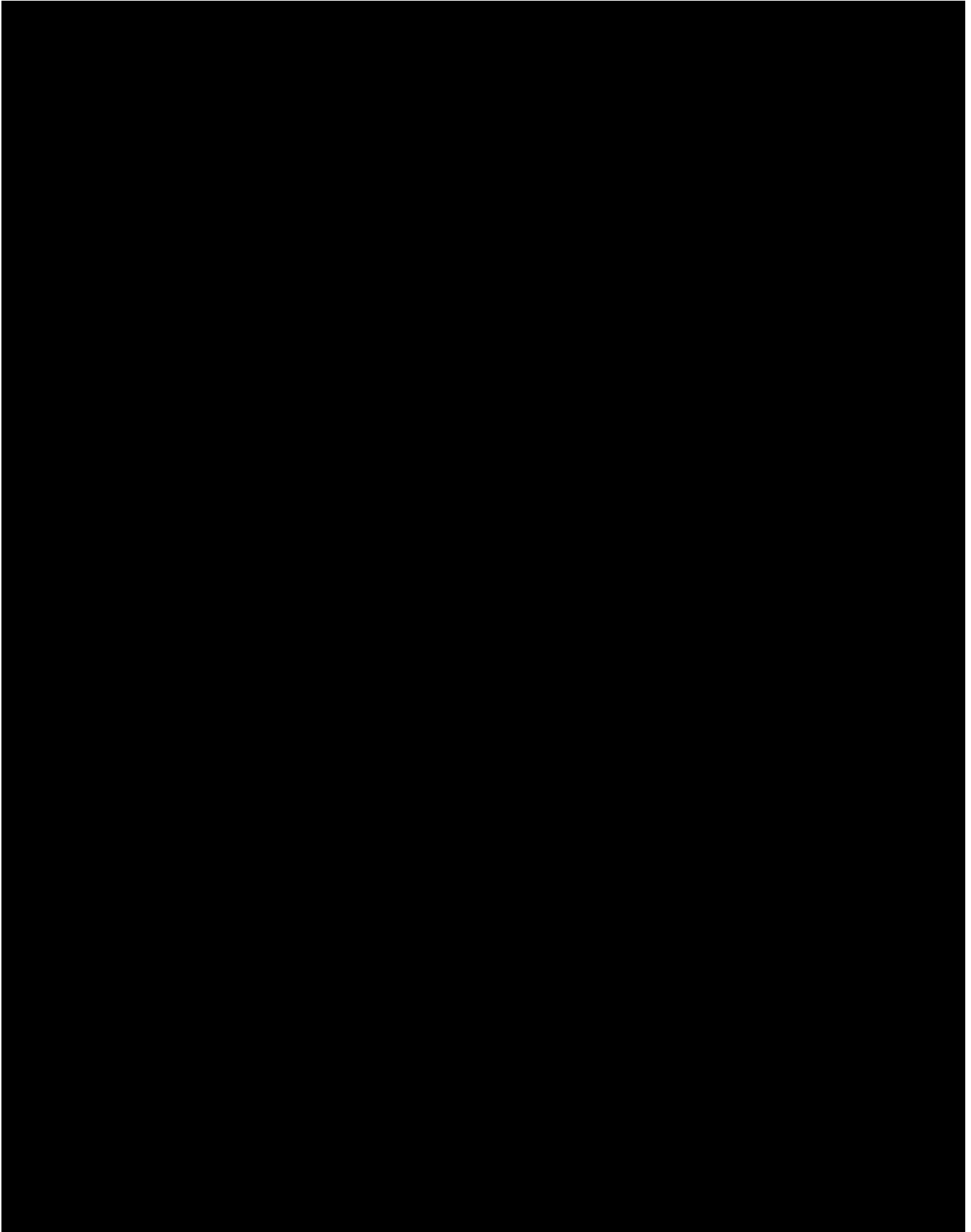


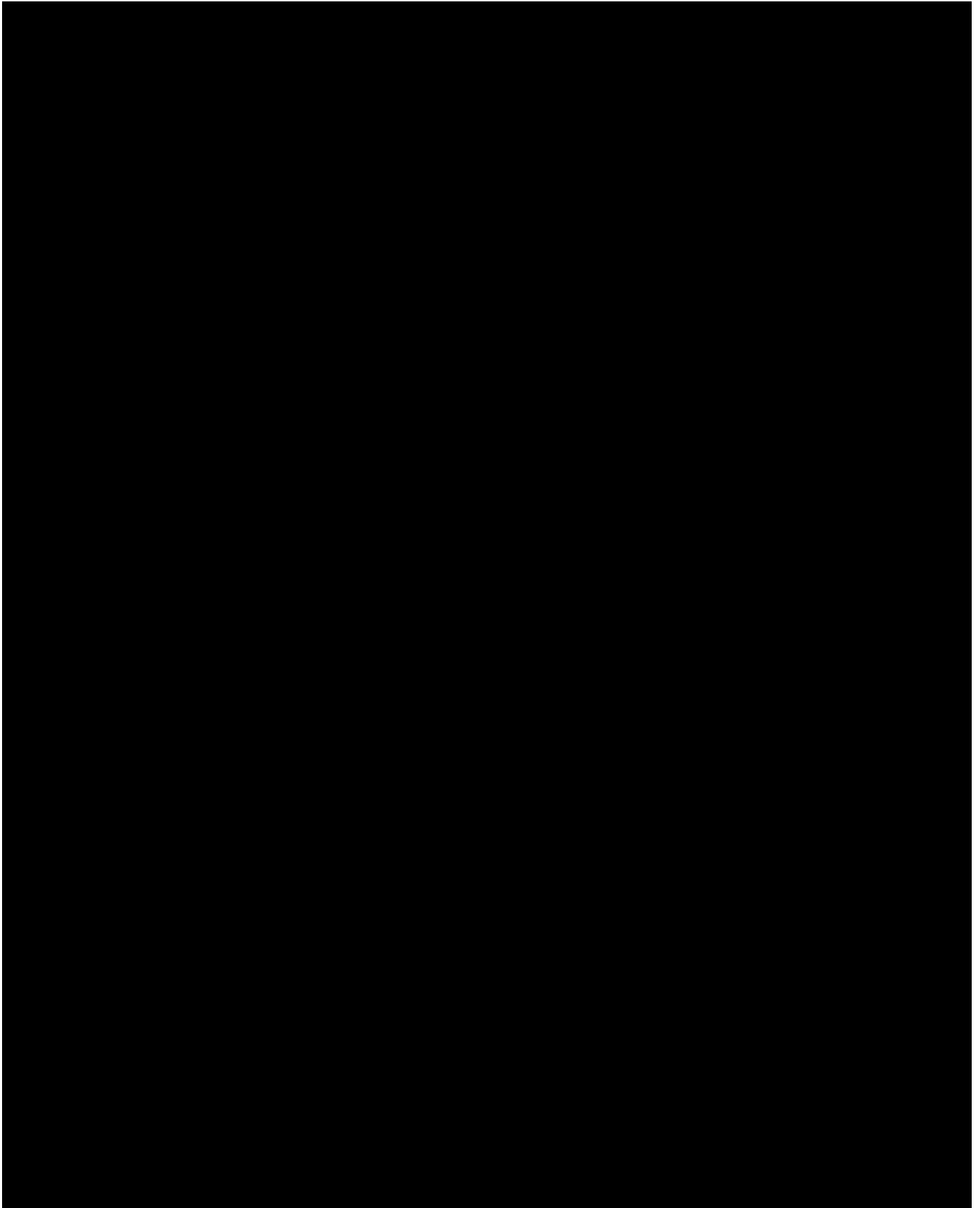
Section 33.11/33.12/33.13/33.14: Regulation and records of all patients, employees, vendors, transporters, and other visitors

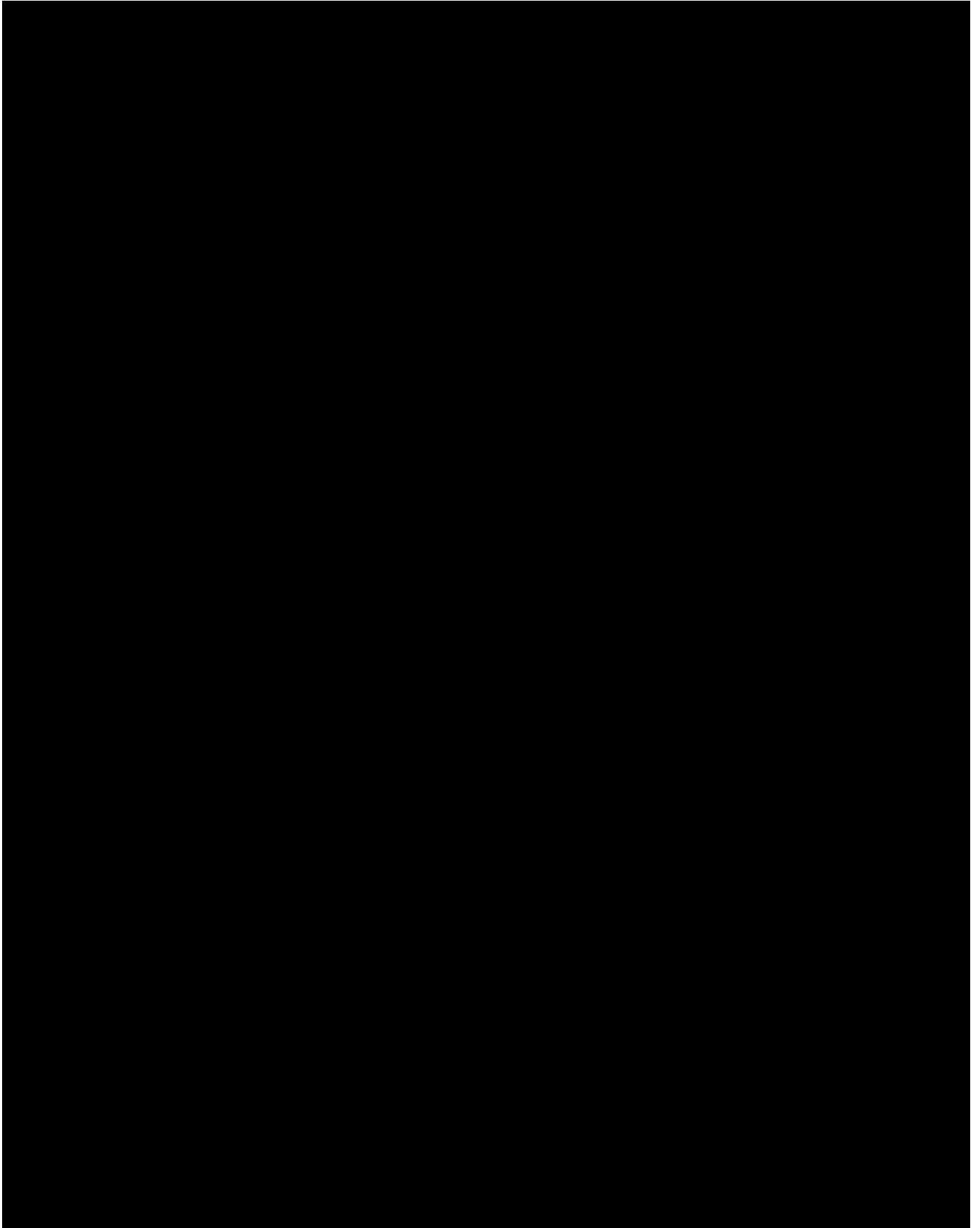


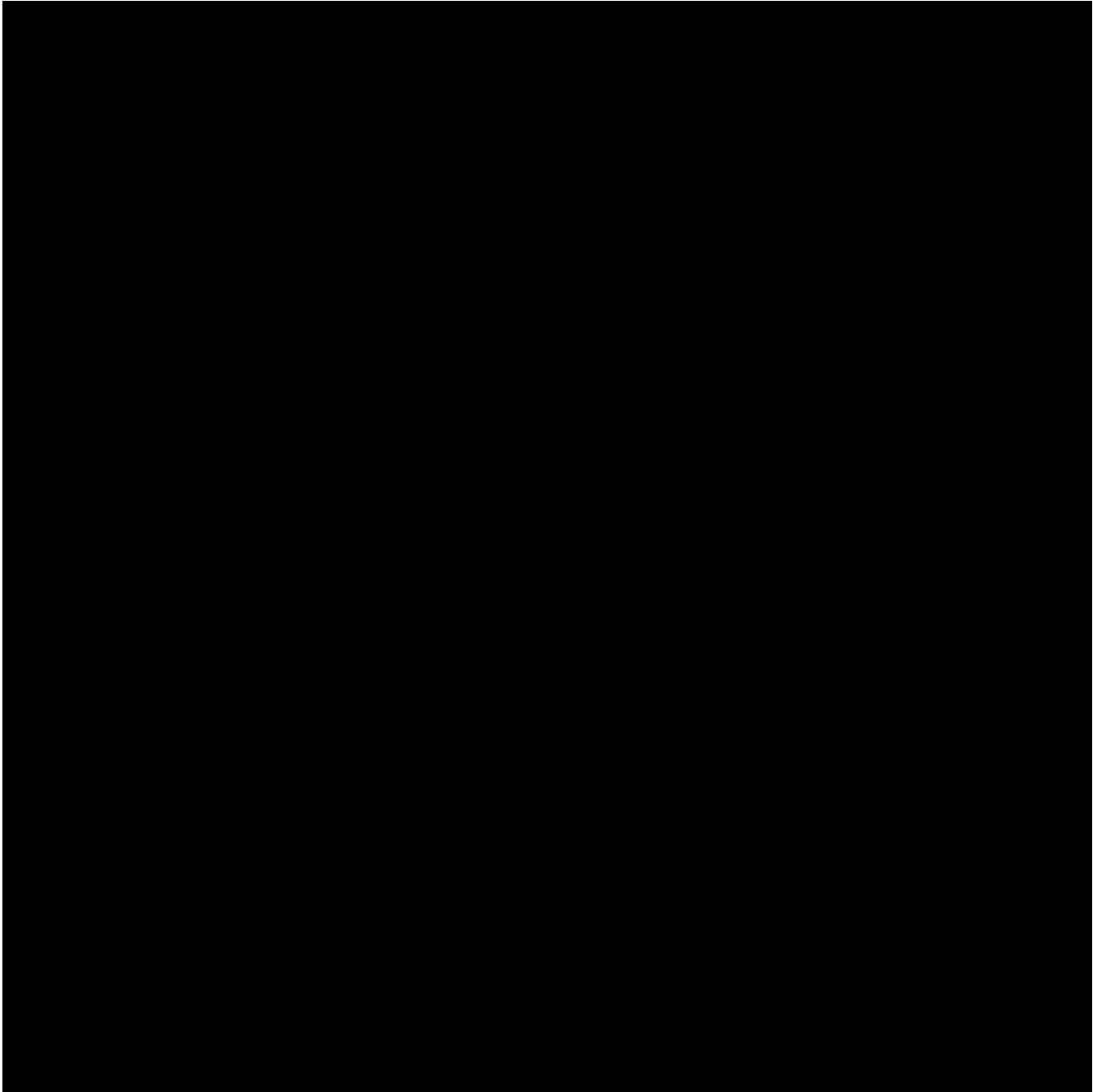




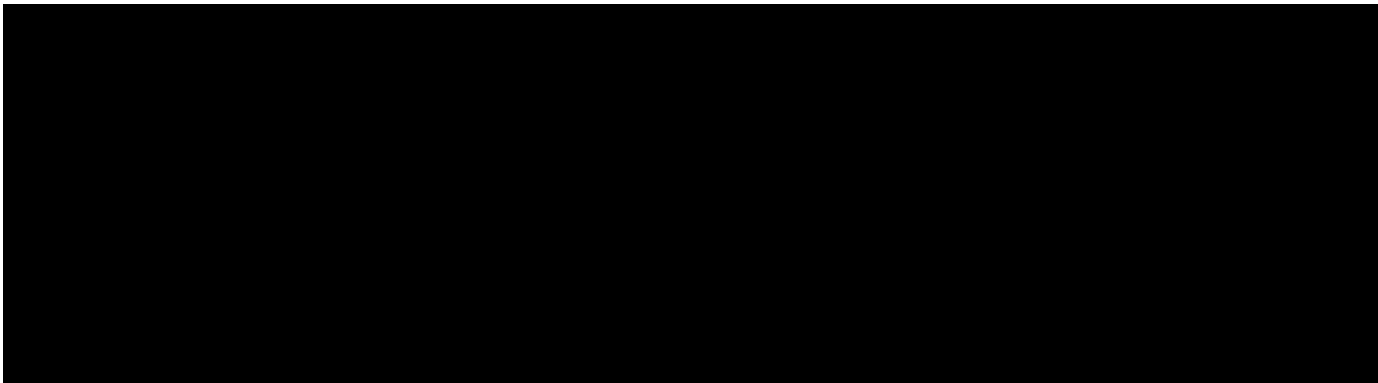


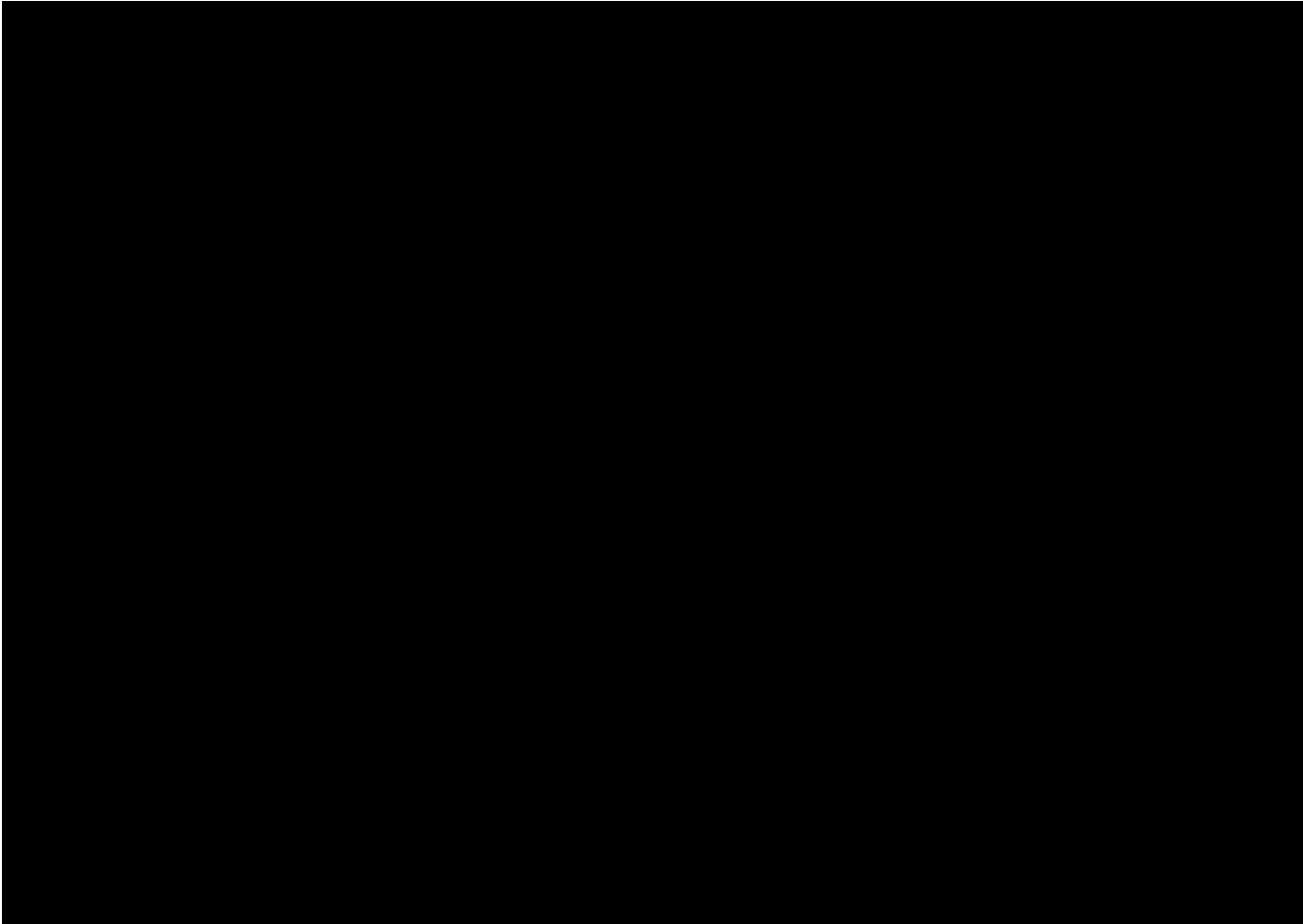




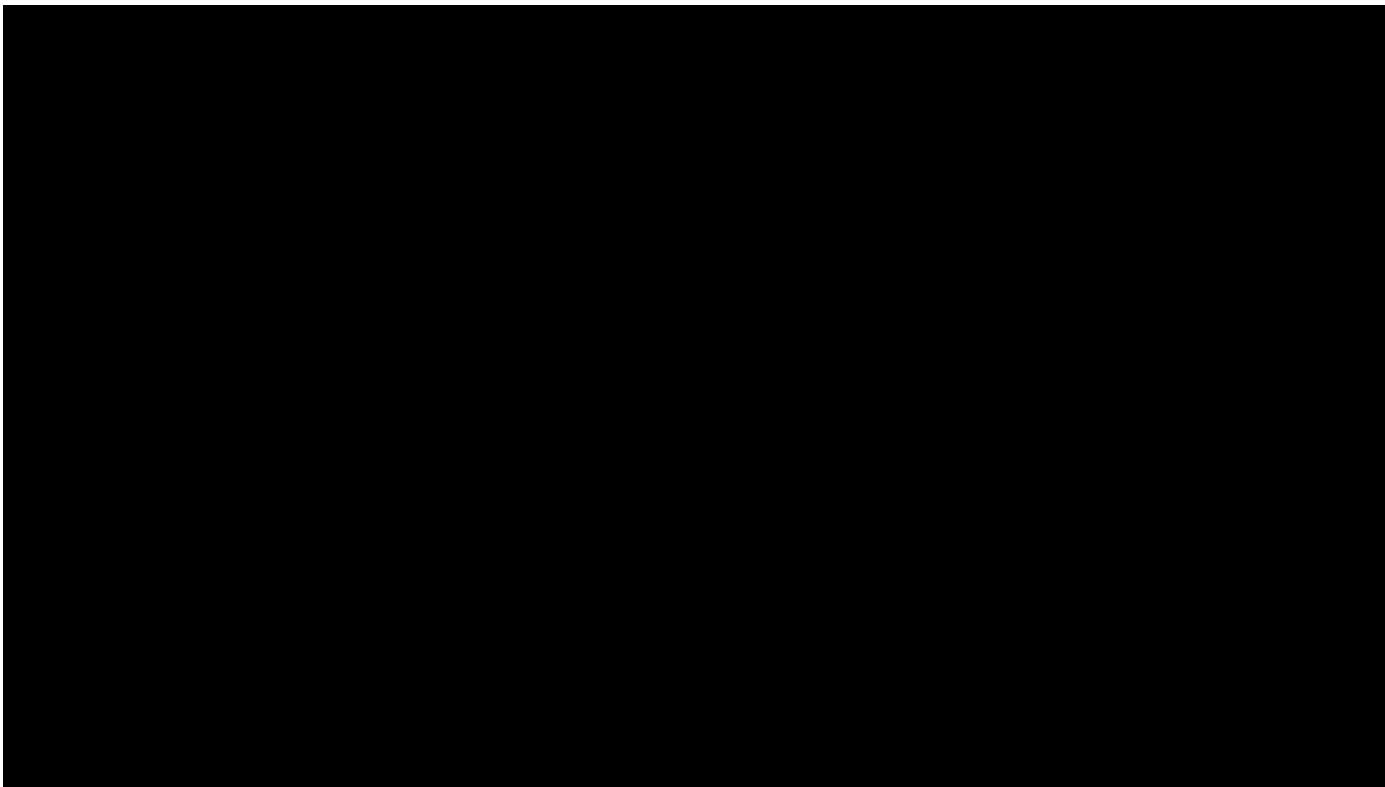


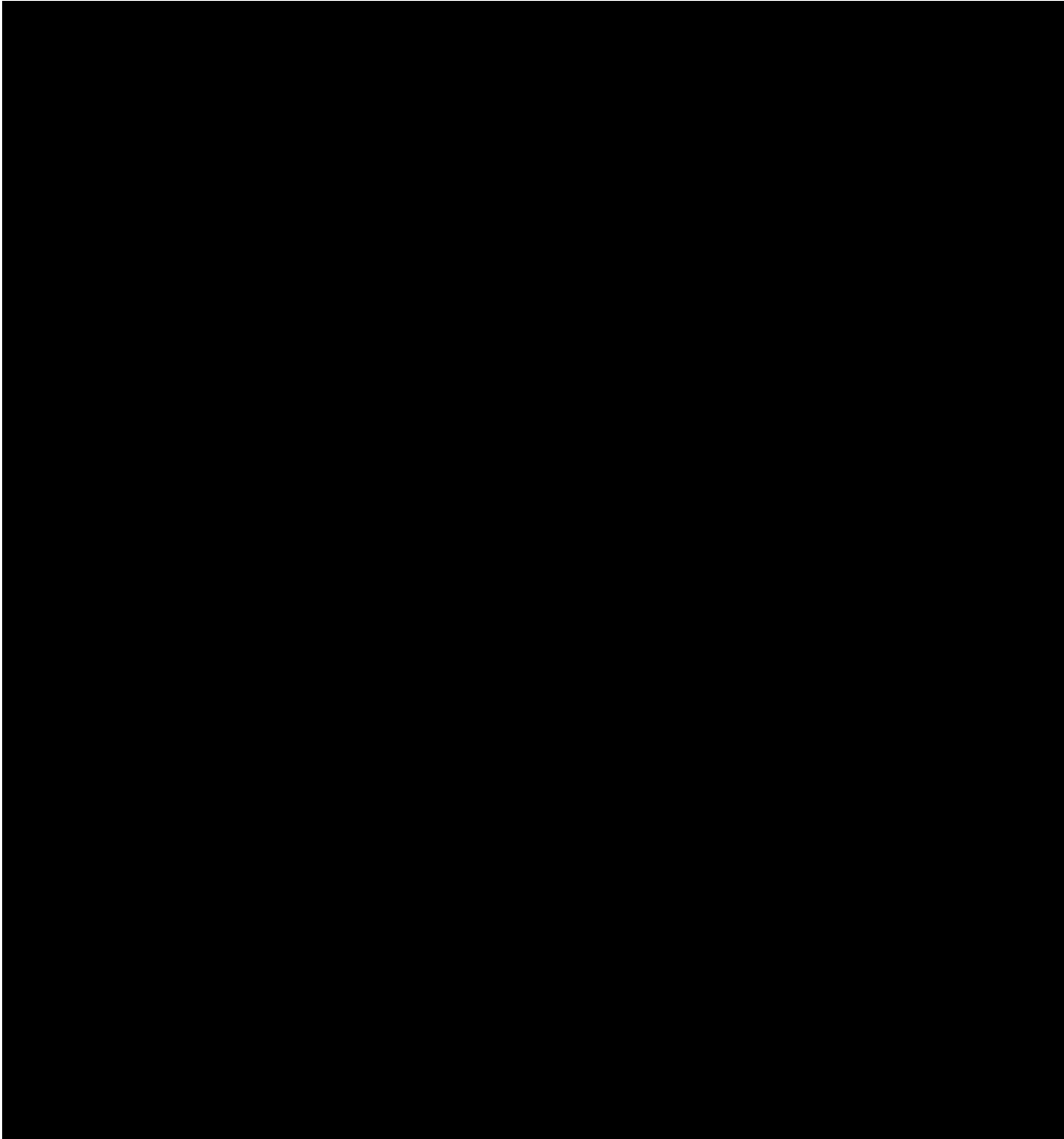
Section 33.17/33.29: Transport routes and variable route plans



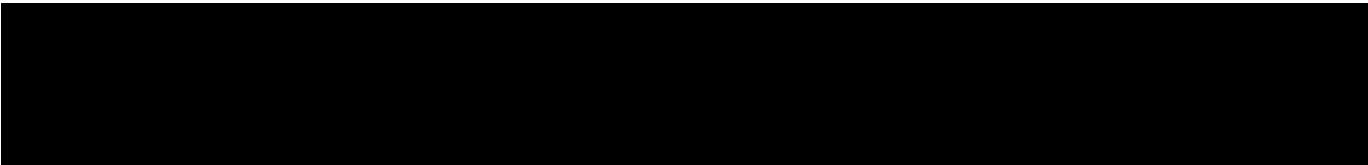


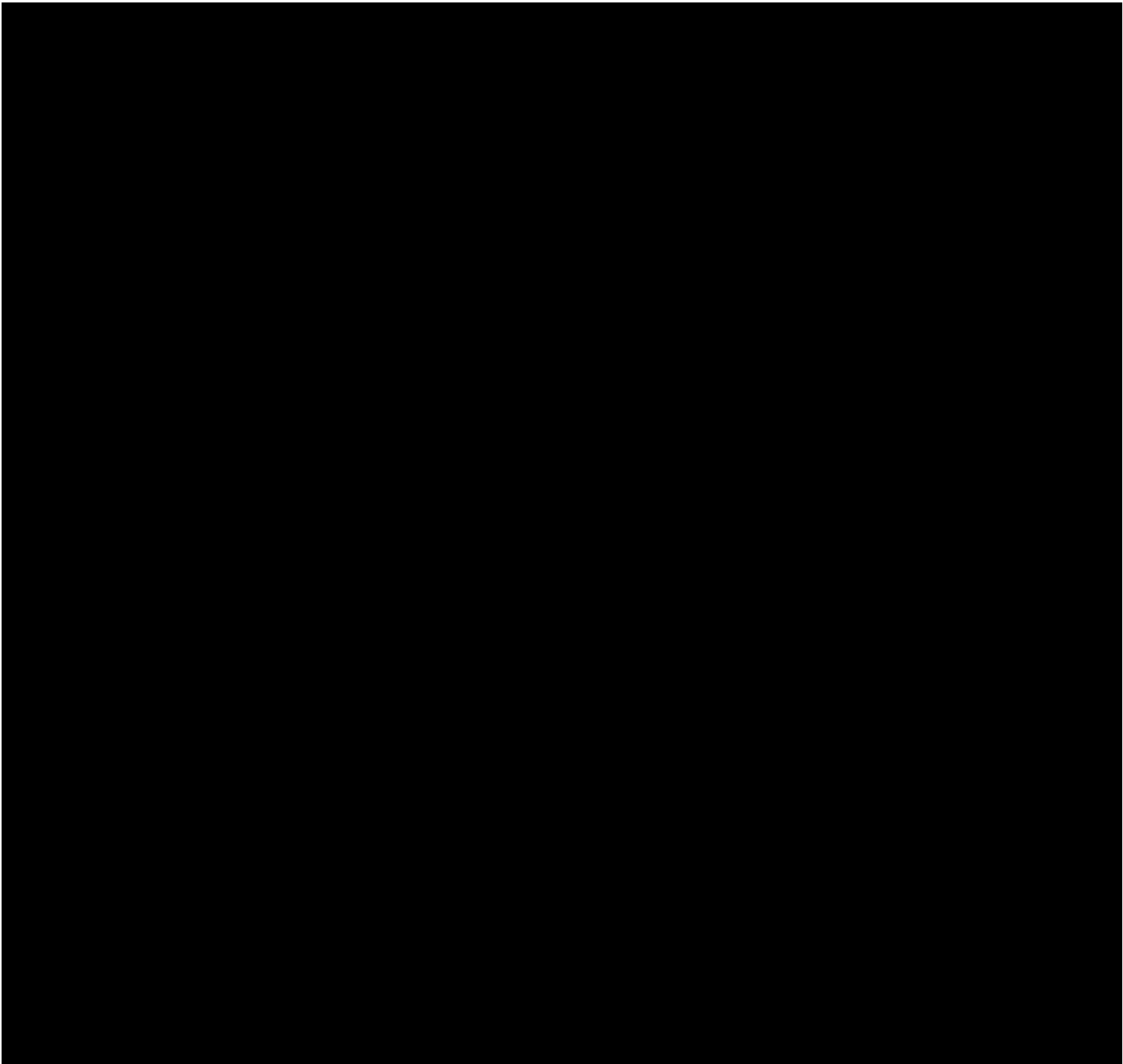
Section 33.24: Transport emergency protocols and reporting



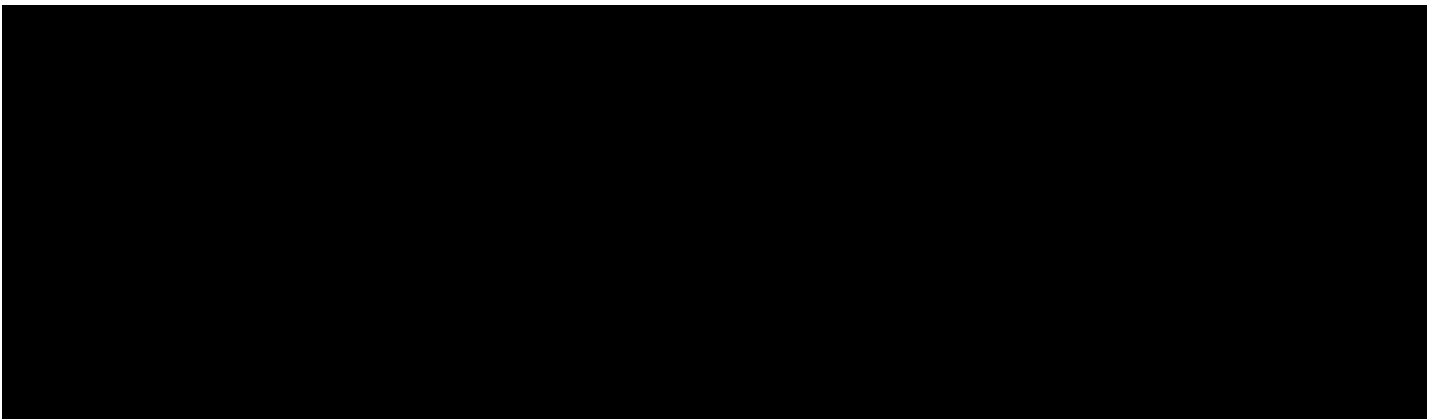


Section 33.25/33.28: Transport vehicle personnel and control and Administrative inspection by law enforcement

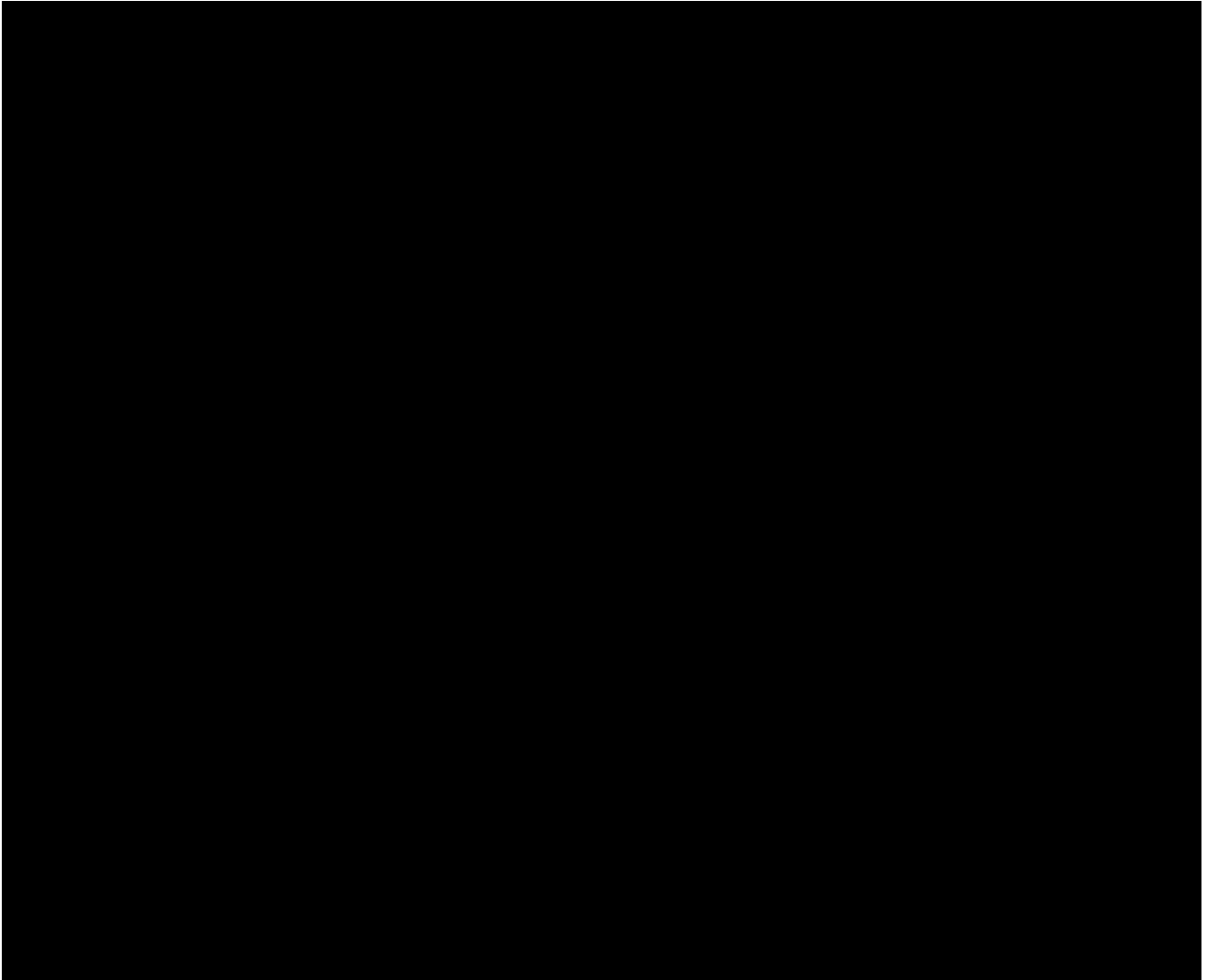




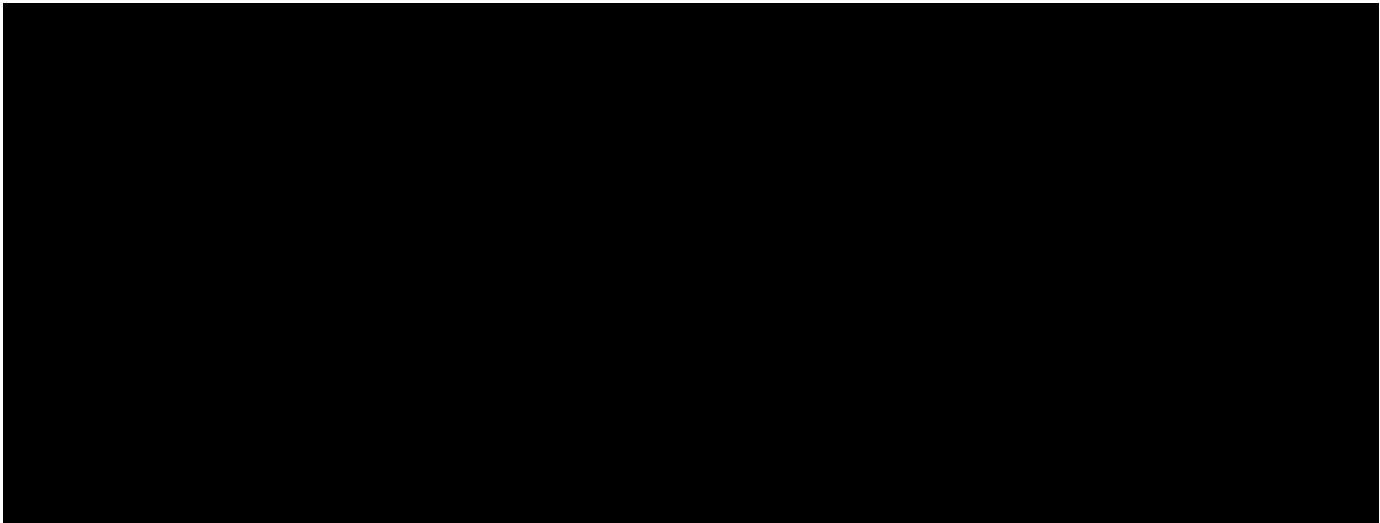
Section 33.31: Transport records

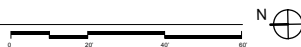
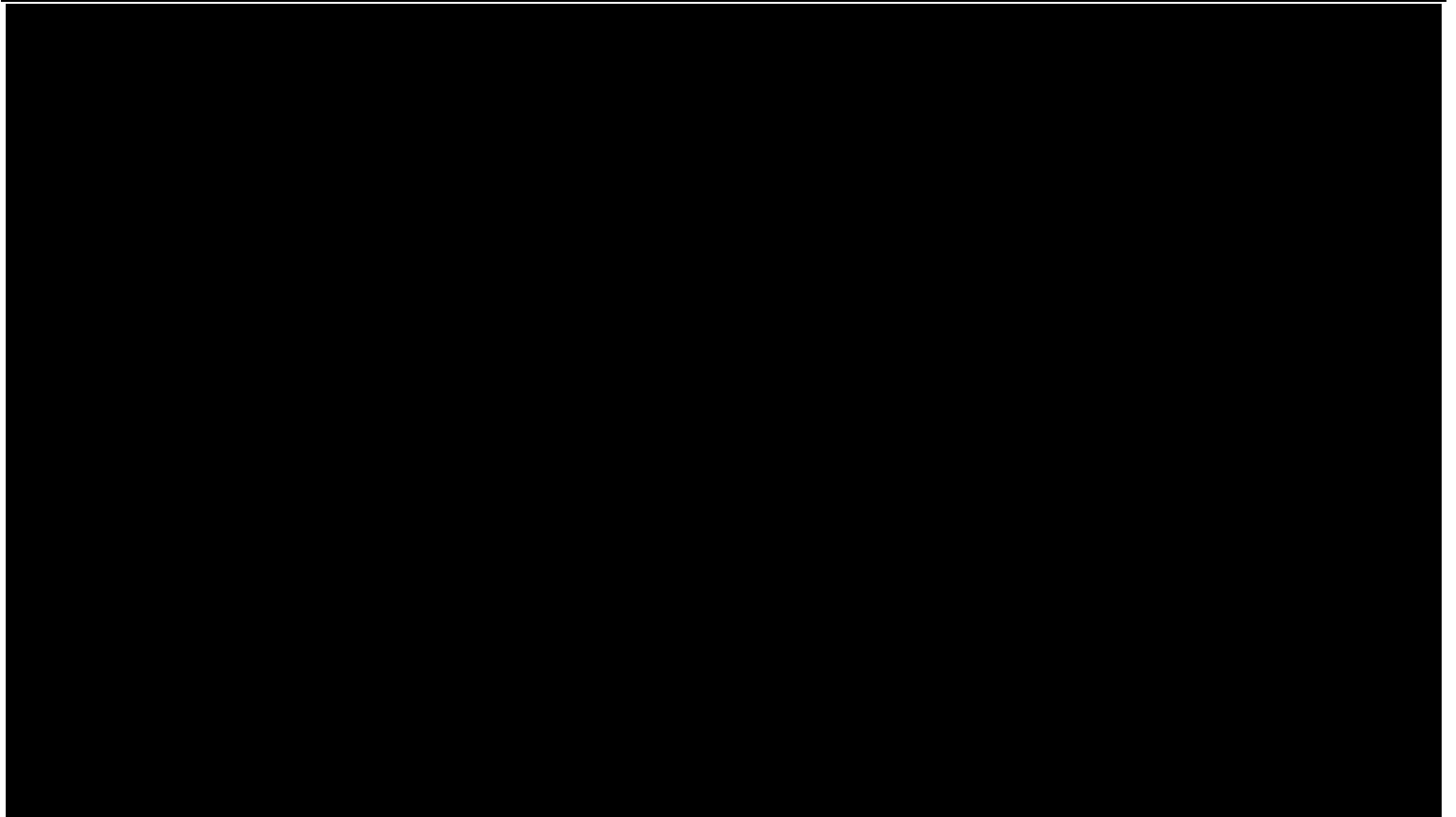
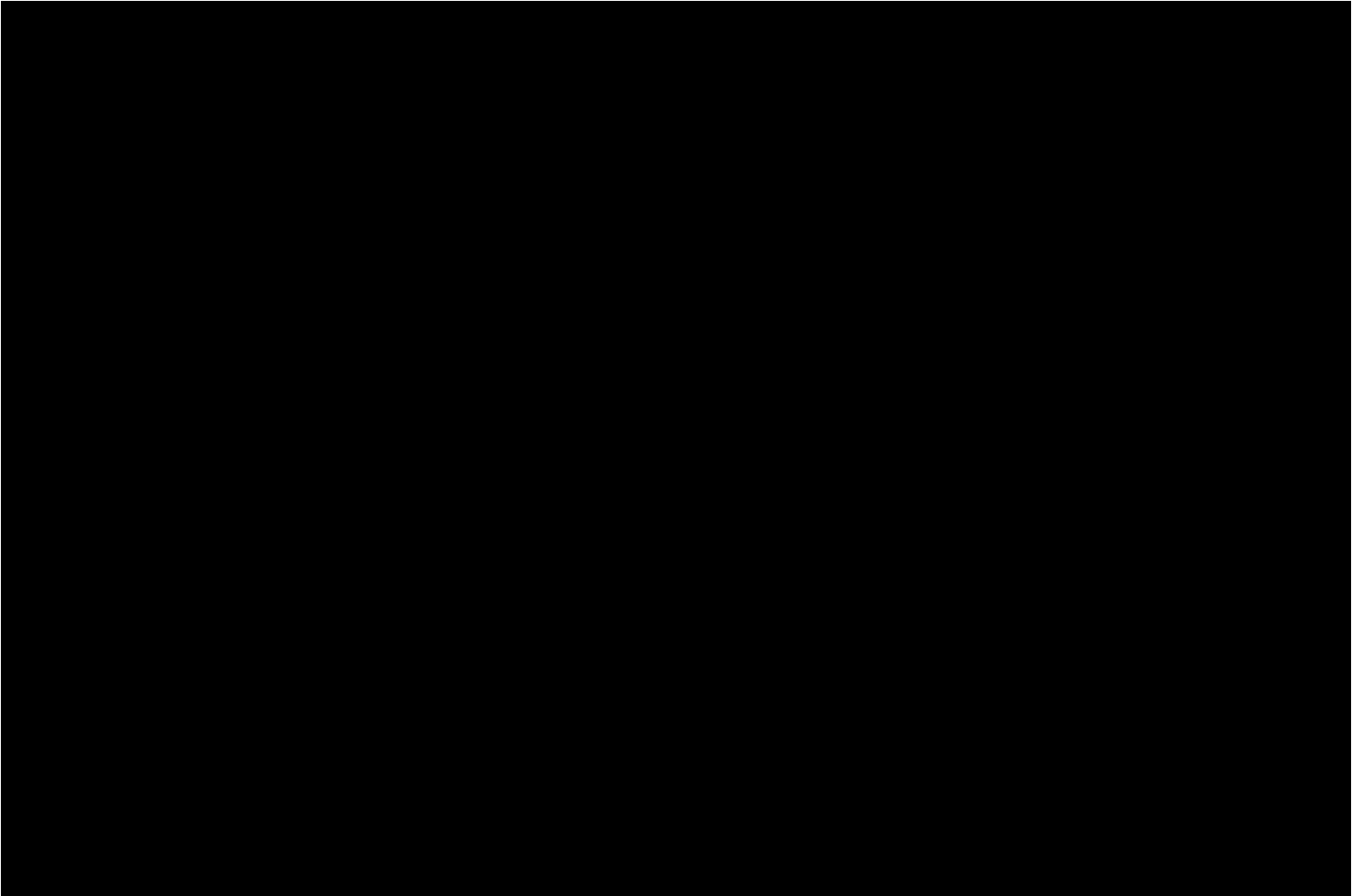


Section 33.27: Cannabis labeling



Section 33.32: Security plan transparency





Grounds/Authority for Redactions: SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft.

Exhibit 34 – Personnel

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 34 – Personnel

A roster of all personnel (all leaders and employees) affiliated with the Applicant, including names, street addresses, contact telephone numbers, email addresses and social security numbers, current to within thirty (30) days prior to the date of application, and the Applicant's verification that, if the Applicant is issued a business license, all employees will be registered to the AMCC website and will undergo appropriate pre-employment background checks. Use Form G: Personnel Roster and Verification.

Flowerwood Medical Cannabis, LLC is applying for an Integrated Facility license. We have already identified twenty-one (21) leaders and employees across all functions of our proposed business (cultivation, processing, secure transportation, and dispensary) so that if awarded a license we can get started as quickly as possible to provide qualifying Alabama patients with the medical cannabis required to treat their qualifying conditions. Duly completed and verified Form Gs are attached that include the required information for all leaders and employees identified to date.

FORM G: PERSONNEL ROSTER & VERIFICATION

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

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

Ellis V. Ollinger, III

President & Chief Executive Officer

Leader/Employee Name

Title/Position

[Redacted]

(251) 964-5122

ollinger@flowerwood.com

SSN

Telephone

Email

15315 Kelly Road

Street Address

Loxley

AL

36551

City

State

Zip

Kevin C. Northrop

Chief Operating Officer & Marketing Director

Leader/Employee Name

Title/Position

[Redacted]

(251) 964-6778

kevin@plantdevelopment.com

SSN

Telephone

Email

17325 County Road 68

Street Address

Loxley

AL

36551

City

State

Zip

Leah P. Ladd

General Counsel

Leader/Employee Name

Title/Position

[Redacted]

(251) 964-5122

lladd@flowerwood.com

SSN

Telephone

Email

15315 Kelly Road

Street Address

Loxley

AL

36551

City

State

Zip

Paula K. Merritt

Accounting Manager

Leader/Employee Name

Title/Position

[REDACTED]

(251) 964-5122

kmerritt@flowerwood.com

SSN

Telephone

Email

15315 Kelly Road

Street Address

Loxley

AL

36551

City

State

Zip

Christina Woerner McInnis

Director of Community Engagement

Leader/Employee Name

Title/Position

[REDACTED]

(251) 923-6345

cmcinnis@woerner.com

SSN

Telephone

Email

5606 East Oak Ridge Drive

Street Address

Orange Beach

AL

36561

City

State

Zip

Gregory L. Goldston

Director of Retail

Leader/Employee Name

Title/Position

[REDACTED]

(720) 252-2214

glgoldston@icloud.com

SSN

Telephone

Email

351 Clearwater Drive

Street Address

Ponte Vedra Beach

FL

32082

City

State

Zip

John W. Curtis

Director of Cultivation

Leader/Employee Name

Title/Position

[REDACTED]

(303) 956-9209

jcurtis.rcc@gmail.com

SSN

Telephone

Email

34 Lemp Road

Street Address

St. Louis

MO

63122

City

State

Zip

Mark Hartwig

Leader/Employee Name

[Redacted]

SSN

(303) 525-4330

Telephone

Director of Processing

Title/Position

mark.nfuzed@gmail.com

Email

1470 Chestnut Place

Street Address

Boulder

City

CO

State

80304

Zip

Joseph L. Delia

Leader/Employee Name

[Redacted]

SSN

(636) 262-4163

Telephone

Director of Security

Title/Position

joe.delia@uscanna.com

Email

755 Stoney Creek Lane

Street Address

Ballwin

City

MO

State

63021

Zip

Dan Welsh

Leader/Employee Name

[Redacted]

SSN

(314) 520-4515

Telephone

Head of Compliance

Title/Position

dan.welsh@uscanna.com

Email

16 Salem Estates

Street Address

St. Louis

City

MO

State

63124

Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President

Title of Verifying Individual

12/27/2022

Verification Date

FORM G: PERSONNEL ROSTER & VERIFICATION

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

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

Joanne Polczynski

Leader/Employee Name

[Redacted]

SSN

(251) 964-5122

Telephone

Human Resources Manager

Title/Position

jpoczynski@flowerwood.com

Email

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Nicholas Norman

Leader/Employee Name

[Redacted]

SSN

(251) 964-5122

Telephone

Dispensary Manager

Title/Position

nnorman@flowerwood.com

Email

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Tony Fernandez

Leader/Employee Name

[Redacted]

SSN

(720) 683-2222

Telephone

Processing & Extraction Manager

Title/Position

trfern@gmail.com

Email

3538 Orrwood Street

Street Address

Frederick

City

CO

State

80516

Zip

Ken Stuart

Leader/Employee Name

[REDACTED]

SSN

15315 Kelly Road

Street Address

Loxley

City

(251) 964-5122

Telephone

AL

State

36551

Zip

Cultivation Manager

Title/Position

kstuart@flowerwood.com

Email

Nathan A. Williams

Leader/Employee Name

[REDACTED]

SSN

19211 County Road 33

Street Address

Fairhope

City

(251) 850-6212

Telephone

AL

State

36532

Zip

Cultivation Technician

Title/Position

nwilliams@flowerwood.com

Email

Donald G. Wallace

Leader/Employee Name

[REDACTED]

SSN

16920 Pine Grove Road Ext. S.

Street Address

Bay Minette

City

(251) 923-8252

Telephone

AL

State

36507

Zip

Cultivation Technician

Title/Position

dglennwallace@gmail.com

Email

Luke A. Carnley

Leader/Employee Name

[REDACTED]

SSN

22175 Cain Road

Street Address

Silverhill

City

(251) 229-8784

Telephone

AL

State

36576

Zip

Extraction Technician

Title/Position

lukecarnley10@gmail.com

Email

Deloris L. Kimmons

Cultivation Technician

Leader/Employee Name

Title/Position

[REDACTED]

(251) 591-6654

lbkimmons@gmail.com

SSN

Telephone

Email

45845 Highway 31 North

Street Address

Bay Minette

AL

36507

City

State

Zip

Michelle C. Wheeler

Cultivation Technician

Leader/Employee Name

Title/Position

[REDACTED]

(251) 620-9341

michellewheelersept3ed@gmail.com

SSN

Telephone

Email

15216 Styx River Road

Street Address

Stapleton

AL

36578

City

State

Zip

Izabella D. Platt

Cultivation Technician

Leader/Employee Name

Title/Position

[REDACTED]

(251) 533-8934

dakotaplatt53@yahoo.com

SSN

Telephone

Email

1995 Flying K Road

Street Address

Loxley

AL

36551

City

State

Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

Ellis V. Ollinger, III

President

Printed Name of Verifying Individual

Title of Verifying Individual



12/27/2022

Signature of Verifying Individual

Verification Date

FORM G: PERSONNEL ROSTER & VERIFICATION

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

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

Gregory James Jones, R.Ph., MBA

Leader/Employee Name

Certified Dispenser

Title/Position

[REDACTED]

(801) 957-8454

gregjones@harmonsgrocery.com

SSN

Telephone

Email

1155 East Gavin Circle

Street Address

Draper

UT

84020

City

State

Zip

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

State

Zip

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

State

Zip

Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip

Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip

Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip

Leader/Employee Name		Title/Position
SSN	Telephone	Email
Street Address		
City	State	Zip

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

State

Zip

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

State

Zip

Leader/Employee Name

Title/Position

SSN

Telephone

Email

Street Address

City

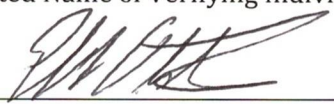
State

Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President

Title of Verifying Individual

12/27/2022

Verification Date

Exhibit 35 - Business Leadership Credentials

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 35 – Business Leadership Credentials

Section 35.1: A curriculum vitae for the business, demonstrating the education, experience, and other credentials of its leadership.

Please see below (note that Section 35.1 and 35.2 are answered in the same section below consisting of: I. Overview and II. Education, Experience, Credentials, and Proposed Roles of Leadership Team.

Section 35.2: A detailed explanation of the role each leader, certified dispenser, scientist, businessperson, or engineer is to have in the operation of each facility.

I. Overview

The strength of Flowerwood Medical Cannabis, LLC's ("FMC") Integrated Facility license application rests on the experienced professionals that make up our ownership and leadership team. FMC is a partnership between the key leaders of Flowerwood Nursery, Inc., (and affiliated companies), a commercial wholesale nursery established in Mobile, Alabama in 1936 that propagates, grows, and sells over 500 varieties of landscaping plants in 2 million square feet of controlled-environment production facilities, and a small group of some of the most experienced medical cannabis operators in the country. Our Team brings experience in all facets of agricultural production, scientific research, and business development including medical cannabis cultivation, processing, transportation, and dispensing. The education, experience, and credentials of our leadership team, and the role each will have in our proposed operation are summarized below:

II. Education, Experience, Credentials, and Proposed Roles of Leadership Team

Ellis V. Ollinger, III has been the Chief Executive Officer of Flowerwood Nursery, Inc. ("Flowerwood") since 2006. Flowerwood sells its plants to mass merchant retail stores, including Lowe's, Home Depot, and Walmart, independent nurseries, and landscape professionals in approximately 20 states. Prior to becoming CEO, he also served as the production manager for ground cover plants, the manager of Flowerwood Trucking, and the sales and general corporate strategy manager. Mr. Ollinger has a Bachelor of Arts in Communications from Spring Hill College.

Mr. Ollinger will serve as the President and CEO of our Integrated Facility. In that capacity he will have the ultimate authority for all day-to-day decision-making for our facility. The CEO is responsible for ensuring that we are following our stated policies and

procedures. Externally, the CEO is responsible for developing business relationships for our facility with other licensees and for increasing sales. Together with the COO, the CEO will develop sales goals and refine the Company's operations as necessary to achieve those goals. He will also be responsible for approving all operating policies, procedures, and training programs for employees. The CEO reports to the Board of Directors.

Kevin Northrop has been the Vice-President of Marketing and Operations for Plant Development Services, Inc. ("PDSI") since 2018. Previous to that, he spent four years as PDSI's Director of Operations. Founded in 1996 as an affiliate of Flowerwood Nursery, PDSI is a horticulture research, development, and brand management company. The company trials new genetic plant varieties at its facility in Loxley, Alabama, and introduces new plants to the marketplace that are designed to solve specific landscape challenges. Mr. Northrop has a Bachelor of Science from Spring Hill College and a Certificate in Data Analytics from The Wharton School Executive Education.

Mr. Northrop will serve as our Chief Operating Officer ("COO") and Marketing Director. In this capacity, he will be responsible for the operation and business aspects of our integrated facility. In consultation with the cognizant area heads and with the Directors of Cultivation, Processing, and Dispensary, he will determine the types of products we will produce and will help develop all standard operating procedures. The COO also works collaboratively with the CEO to ensure that sales and product targets are being met and to solve more challenging financial operating problems. The COO reports to the CEO.

Leah Ladd has been General Counsel for PDSI and for Flowerwood Nursery since 2017. Prior to that, Ms. Ladd practiced law at McDowell Knight Roedder and Sledge (2012-2017) and at Armbrecht Jackson LLP (1996-2012). Ms. Ladd has a Bachelor of Science in Economics from Vanderbilt University, as well as a law degree (J.D.) (summa cum laude) and a Master of Laws degree (L.L.L. in Taxation) (cum laude) from the University of Alabama School of Law. Ms. Ladd will serve as General Counsel for our proposed integrated facility and will report directly to the COO. The General Counsel's primary responsibility will be to advise the executive team on legal matters, including changes in the regulatory or statutory frameworks, pending litigation, providing contract review and oversight, and advising the executive team on any other legal matters pertaining to the business.

Christina Woerner McInnis is the CEO and founder of AgriTech Corp. and a shareholder in Woerner Family Companies, one of the largest sod producers in the country. As the creator of SoilKit, AgriTech Corp.'s flagship product, Ms. Woerner McInnis has led agricultural product development from its earliest stages through implementation and sales. Ms. Woerner McInnis is a cum laude business graduate of Auburn University. Ms. Woerner McInnis will serve as our Director of Community Engagement. In that capacity she will engage with local community stakeholders, including local chambers of commerce, to ensure that we are hitting our Company's local hiring and charitable goals and initiatives.

John W. Curtis has been a highly regarded member of the medical cannabis industry since 2010. He developed and operated three cultivation facilities, one processing facility, and three dispensaries in Colorado's medical cannabis market that specialized in developing strains for specific qualifying medical conditions. In 2016, Mr. Curtis sold these medical cannabis businesses and moved to Missouri to help develop the medical cannabis program in that state. To that end, he founded MoCannTrade, Missouri's medical cannabis industry trade association. He also co-founded and is the acting Chief Operating Officer for BeLeaf Medical, a vertically integrated medical cannabis operator based in St. Louis that operates a 90,000 square foot cultivation/processing facility and five medical cannabis dispensaries. BeLeaf Medical was the first medical cannabis company to get operational in Missouri after licenses were awarded. Mr. Curtis also owns and operates hydroponic cultivation supply store in Missouri. Mr. Curtis will serve as our Director of Cultivation.

As the Director of Cultivation, Mr. Curtis, along with our COO, are the cornerstones of the cultivation team. He will report directly to the COO and will oversee the efforts of our cultivation managers. He will also be the principal employee charged with ensuring that our Standard Operating Procedures ("SOPs") are followed throughout all phases of the cultivation process. Along with our Director of Compliance and quality control staff, he will ensure that all cannabis is properly tested, tracked, weighed, packaged, labeled, and shipped per the applicable regulations and our SOPs. The Director of Cultivation will design and manage our cultivation operation. This responsibility encompasses 5 distinct phases: (1) Site Start-Up and personnel training; (2) Vegetation Management (3) Flowering and Harvest; (4) Trimming, Drying, and Curing; (5) Inspection, Testing, Packaging.

Mark Hartwig has nearly a decade of experience in the medical cannabis industry. He is the founder and Director of Operations, Research and Development, and Compliance for NFuzed, a cannabis manufacturing company with processing and infusion licenses in Colorado and California that specializes in low operating cost facilities and processes to keep retail costs low for patients. Mr. Hartwig is also the founder and Director of Operations for His Way Herbs, LLC, a cultivation and infused products manufacturing facility in Boulder, Colorado. Mr. Hartwig worked with Mr. Goldston to operationalize medical cannabis cultivation, processing, and dispensary licenses in Missouri. Prior to entering the medical cannabis industry, Mr. Hartwig worked as a real estate investor, general contractor, and architect. Mr. Hartwig has a B.Sc. in Biochemistry and Computer Science from the U. of Colorado. Mr. Hartwig will serve as our Director of Processing.

As the Director of Processing, Mr. Hartwig, along with our COO, are the cornerstones of the processing team. He will report directly to the COO and will oversee the efforts of our processing managers. He will also be the principal employee charged with ensuring that our Standard Operating Procedures (“SOPs”) are followed throughout all phases of the processing process. Along with our Director of Compliance and quality control staff, he will ensure that all cannabis is properly tested, tracked, weighed, packaged, labeled, and shipped per the applicable regulations and our SOPs. The Director of Processing will design and manage our processing operation.

Gregory L. Goldston entered the medical cannabis industry in 2009. Since that time, he has helped operationalize 22 medical cannabis licenses in 4 states. This includes a 70,000 square foot indoor cultivation facility in Boulder, Colorado, and a 30,000 square foot indoor cultivation facility in Cuba, Missouri. Mr. Goldston has also helped operationalize and has operated nearly a dozen medical cannabis dispensaries in Colorado and Missouri. Prior to entering medical cannabis, Mr. Goldston was a real estate appraiser and a commercial real estate developer. He has assisted multiple municipal entities develop local building and zoning codes for the construction of medical cannabis facilities. Mr. Goldston has a Bachelor of Business Administration from the University of Cincinnati, Lindner Business School. Mr. Goldston will serve as our Director of Dispensary Operations. In this capacity, he will be the cornerstone of our dispensing site operating teams. He will report directly to the COO, will oversee the efforts of our Certified Dispensers and other

Dispensary Managers, and will be the principal employee charged with ensuring that SOPs are followed throughout all phases of the dispensing process. Mr. Goldston will also play a vital role in site start-up for each of our dispensing sites and in the training of personnel.

Dan Welsh is an industry leading executive and attorney in the cannabis space. He is the founder and architect of US Canna Holdings LLC, a dynamic MSO that has achieved early market positions in numerous markets. Dan is in charge of all day-to-day operations, as well as the strategic growth of the organization. In that capacity, he spearheads licensure, corporate formation, capitalization, design-build initiatives, real estate development, zoning and local government approvals, brand creation and development, commercialization, and oversees the sales force. Dan also oversees the organization's cultivation operation, genetics and breeding programs, and has developed the formulations for the company's infused products. As a licensed attorney, Dan also handles all in house legal and compliance work for the organization, and has significant experience in cannabis specific corporate formation, taxation (including 280E compliance), securities, intellectual property, mergers & acquisitions, debtor-creditor relations, government relations, and highly regulated markets (including numerous regulated cannabis markets).

Mr. Welsh will serve as our Head of Compliance. In that capacity, he will report directly to the COO. The Head of Compliance will be primarily responsible for implementing our compliance program, ensuring that operations employees are adequately trained on compliance issues, implementing our quality control and quality assurance SOPs, conducting internal audits and preparing audit reports for senior management, and overseeing the inventory tracking system. Managing a team of compliance associates, and overseeing our Inventory Control Managers, Mr. Welsh will also be tasked with all aspects of compliance training for facility staff.

Joseph E. Delia is a veteran law enforcement executive with more than 30 years of wide-ranging experience in law enforcement and security. Mr. Delia's law enforcement career includes: more than 25 years as a Major and as the Deputy Chief of Police for the Maryland Heights Police Department in St. Louis, Missouri; 8 years as the Supervisor of the Greater St. Louis Major Case Squad; and a decade of experience as a Task Force Agent with the DEA and the IRS. From 2017-2020, Mr. Delia was the Senior Director of Security Consulting Services with Garda World Security, and was responsible for designing,

building, and leading a new national division specializing in security risk management, physical threat, and vulnerability security assessments. Since 2020, Mr. Delia has been the Chief Operating Officer and Chief Security Officer for US Canna Capital and was responsible for the overall construction and implementation of their layered security design. Mr. Delia is a graduate of the University of Missouri, earning a Bachelor of Science Degree in the Administration of Justice and a Master's Degree in Public Policy and Administration. Mr. Delia will serve as our Director of Security.

The Director of Security will report directly to the COO. He will be responsible for overseeing all day-to-day security functions across all of our facilities. This includes reviewing inventory audits to guard against diversion or other forms of product loss. Mr. Delia will oversee all security staff and will be tasked with ensuring that all employees are trained on and operating according to our comprehensive security SOPs. Mr. Delia will also be responsible for helping design and implement all security systems for our proposed facilities and making sure that those systems continue to represent the highest level of technology and best practices in the industry.

Gregory J. Jones has more than 25 years as a leader, teacher, and advisor in the pharmaceutical industry, managing individual pharmacies and directing overall pharmacy operations for all Harmons Grocery Stores in Utah. Since 1998 he has been a faculty member of the University of Utah's College of Pharmacy and has managed their instructional residency rotation program at retail pharmacies. From 2003 to 2009, Mr. Jones served on the Food Marketing Institute's Pharmacy Services Planning Committee, and from 2010 to 2018 participated on the Utah Board of Pharmacy, serving as its Chairperson from 2015-17. Mr. Harmon also served as the Pharmacist-in-Charge for two medical cannabis dispensaries in Utah, helping them to establish best practices for patient care and for maintaining patient confidentiality. Mr. Jones has a BS in Pharmacy from the University of Utah College of Pharmacy and an MBA from the University of Phoenix. Mr. Jones will serve as our primary Certified Dispenser (or Certified Dispenser-in-Charge). In this capacity, Mr. Jones will report directly to our Director of Retail. Mr. Jones will be responsible for the hiring and training of all Certified Dispensers and dispensary managers. He will also oversee the day-to-day operations of our dispensing sites making sure that all Certified Dispensers operate according to state regulation and our internal SOPs.

Dr. Todd Mockler is an associate member and the Geraldine J. and Robert L. Virgil Distinguished Investigator at the Danforth Center. He is part of the team of scientists working in the Enterprise Rent-A-Car Institute for Renewable Fuels. Todd's lab applies cutting edge technology and pioneers new analytical techniques to better understand plant genomes. Prior to joining the Danforth Center in 2011, Dr. Mockler was Associate Professor at Oregon State University. He was also a member of the Center for Genome Research and Biocomputing (part of the Computational and Genome Biology Initiative) and a member of the Molecular and Cellular Biology Program. He earned his Ph.D. in Molecular Biology at the University of California – Los Angeles and his B.A. in Molecular Biology from Wesleyan University in Connecticut. Dr. Mockler will serve as a Special Advisor on medical cannabis cultivation. In this role, he will provide strategic advice to our Company related to efficient grow methodologies and the creation of safe and effective medical cannabis products.

Section 35.3: A 5-year hiring plan for its employees, identifying the types, positions, required education, required experience, and expected roles of such personnel.

As an Integrated Facility applicant that intends to operate a 45,000 square foot co-located cultivation, processing, and secure transportation facility, as well as five dispensing sites, we expect to hire and train a substantial Alabama-based workforce in the five years after licensure. Initially, we expect to hire approximately 35 full-time employees for our co-located cultivation facility, as well as approximately 15 full-time employees for each dispensing site. This is a conservative estimate that accounts for a slow ramp up period in terms of the number of qualifying patients and caregivers. The below represents the positions we will need to hire over the next five years. It does not include the positions already described above as being filled by our ownership and leadership team. Please note that most Director and Manager level employees, as well as a certain number of non-managerial employees, will need to be hired within the first year of operation. The majority of the hiring that will take place after year 1 will be additional non-managerial employees as we expand our operation to keep pace with the number of patients and patient demand.

Quality Assurance and Control Director (all facilities): Reports directly to the COO and the Director of Compliance. The QA/QC Director is responsible for providing quality systems training, ensuring compliance with federal guidelines including Good Agricultural Practices, Good Handling Practices, and the Occupational Safety and Health Act, managing

quality control and assurance including managing complaints, and overseeing our in-house testing laboratory Lab Director. Our QC Director is responsible for, among other things: hiring, training, and supervising Quality Assurance personnel; hiring and training Laboratory Managers and Technicians; supervising all laboratory activities; ensuring adherence to basic laboratory safety guidelines and regulations; maintaining clean room standards at all times; ensuring the calibration of all applicable laboratory equipment is in accordance with manufacturer recommendations and state requirements; and reporting all suspected or identified product deficiencies to senior management. This position requires a college degree (sciences preferred) and at least 5 years quality control experience.

Director of Secure Transportation (all facilities): Will report to the COO. Responsible for overseeing all operations related to the safe and secure loading, transporting, and delivering of cannabis and medical cannabis to licensed cannabis facilities. Responsible for the hiring and training of all secure transportation managers and drivers. They are also responsible for reviewing the accuracy of all transport related records and maintaining an unbroken chain of custody during the transportation process. College degree preferred and/or 5 years of logistics experience.

Certified Dispenser: Will report to the Director of Dispensary Operations and will oversee the dispensing of medical cannabis to registered qualifying patients and caregivers. Responsible for signing off on all sales of medical cannabis as the dispensary employee ultimately responsible for each transaction. Must have, at a minimum, 2 years of education or experience in the fields of biology, biochemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or similar field. A degree in one or more of these fields will be strongly preferred.

Laboratory Manager: Will report directly to the Quality Assurance/Control Director and will be responsible for: hiring and training Laboratory Technicians (if necessary); training and educating staff members to operate the laboratory equipment proficiently; supervising the laboratory and ensuring biosecurity; ensuring that laboratory safety guidelines are followed; ensuring laboratory equipment is functional, sanitary, and calibrated; performing routine maintenance of laboratory equipment; and reporting any product deficiencies. This position requires a college degree in the sciences and 3 years of relevant laboratory experience.

Inventory Control Manager (all facilities): Reports directly to the Director of Compliance and will be in charge of maintaining all inventory reports, conducting internal audits in collaboration with other managers, and ensuring that all inventory reports are accurate and uploaded to our Electronic Tracking System. The ICM will conduct daily inventory audits at the beginning and close of business, report discrepancies directly to both the COO and the Director of Compliance and will be in charge of managing discrepancy reports and internal discrepancy procedures. Additionally, the ICM will conduct random product packaging and label audits to ensure products meet regulatory and internal standards. The ICM is responsible for tracking, documenting, and reporting on all designated equipment, materials, and products associated with cannabis, including packing, storage, and delivery. The ICM is further responsible for ensuring all record keeping practices are compliant with applicable regulations and for ensuring the accurate entry of applicable inventory items into the ETS. This position requires a college degree and/or 3 years of relevant inventory control experience.

Cultivation Manager (cultivation facility): The Cultivation Manager will lead the Cultivation Team in ensuring the proper cultivation, harvesting, handling, and storage of high-quality cannabis and medical cannabis. Responsibilities will include: hiring and training cultivation employees; overseeing all cultivation activities from the genetic selection of plants to the harvesting and curing process using Good Agricultural Practices and our internal Standard Operating Procedures; implementing clean-room cultivation processes; and managing the cloning, transplanting, feeding, growth, and harvesting of plant. College degree preferred. Minimum 3 years cultivation experience required.

Processing Manager (processing facility): The Processing Manager will lead the Processing Team in ensuring the proper extraction and processing, handling, and storage of high-quality cannabis and medical cannabis. Responsibilities will include: hiring and training processing employees; overseeing all processing activities from extraction through infusion using Good Manufacturing Processes and our internal SOPs; implementing clean-room processes; and ensuring the safety of processing operations. College degree required. Minimum 3 years processing experience required.

Dispensary Manager (dispensary): The Dispensary Manager will report directly to the Director of Operations and will be responsible for all day-to-day operations in the

dispensary. This includes ensuring that all employees follow our SOPs, maintaining adequate staffing and product levels, and directing our customer support efforts.

Compliance Associate (all facilities): Reports directly to the Director of Compliance and assist them with daily functions, including assisting with the implementation of SOPs, conducting audits and generating audits reports, monitoring the inventory tracking system and alerting the Director and Senior Management to functionality and inventory issues. College degree preferred. 2 years of experience in compliance preferred.

Cultivation Technician (cultivation facility): Cultivation Technicians will be responsible for plant care in all stages of growth including germination, vegetative, flowering, and harvest and documenting, monitoring, and tracking all observations in our Company's Electronic Tracking System. High School education required. 1-2 years agricultural experience preferred.

Processing Technician (processing facility): Will be responsible for extracting cannabis compounds from cannabis plants to produce cannabis concentrate. They will be trained in extraction techniques including, but not limited to hydrocarbon extraction, chilled ethanol extraction, CO₂, steam distillation and short path fractional distillation, tracking all observations in our Electronic Tracking System. College degree preferred and/or 2-3 years of relevant processing experience.

Dispensary Agent (dispensary): Responsible for carrying out day-to-day operations of our dispensing sites under the direct supervision of the Certified Dispenser. Dispensary Agents report to the Certified Dispenser. High school degree required. Strong preference for experience in retail sales or pharmacy.

Secure Transportation Drivers: Responsible for safely and securely loading, transporting, and delivering our products to licensed cannabis facilities. They are also responsible for the production of all transport related records and maintaining an unbroken chain of custody during the transportation process.

Security Guards (all facilities): Security guards are responsible for monitoring all areas of the s operations, perimeter, and the CCTV system to ensure the safety of employees, authorized visitors, plants, and all other company assets in compliance with all applicable regulations.

Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 36 – Employee Handbook

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 36 – Employee Handbook

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

Summary

This Employee Handbook is not a substitute for the job specific training employees receive as a part of orientation. This handbook is additionally not intended to cover our comprehensive standard operating procedures, policies, and protocols, which, in addition to being covered in orientation and trainings, is covered in our Standard Operating Procedures Manual, as well as in our Policies and Procedures Manual. This Handbook is one of the ways that we communicate with our employees. In addition to this Handbook, employees will receive information about our Company policies and practices through your supervisor, by means of bulletin board postings and other communications from time to time.

The Employee Handbook covers our safety policies, crime prevention, and the policies and procedures governing our employees. This handbook begins with employee onboarding, training, and education, as well as state-mandated training requirements, non-discrimination, and harassment policies.

We have an “employment-at-will” relationship with our employees. Our employees fit into 4 different employment categories; Full-Time, Part-Time, Non-Exempt, and Exempt. The company maintains personnel records on each employee.

This handbook covers compensation, pay periods, scheduling, record keeping, time off, and employment benefits, such as health and dental coverage, life insurance, worker's compensation, social security, and unemployment compensation.

We cover what is expected of our employees. Attendance, employee hygiene, and deminer. We maintain smoke-free, alcohol, and drug-free workplaces. We have a zero-

tolerance policy towards weapons and workplace violence. Record keeping, property rights, and use of company equipment, software, systems, and security are covered.

It is important that our employees keep strict confidentiality when it comes to company and patient records. Medical cannabis distribution is subject to HIPAA compliance.

Safety and security are core values of our company. We take the safety of our employees, patients, and caregivers seriously. All employees are trained in safety and security for our tangible and intangible assets, personnel safety, and how to respond in case of emergency.

We provide personal leave and other PTO in certain situations. Those include family and medical, maternity, military, and jury duty.

We adhere to a no-dating policy for managerial and subordinate relationships. To assist our employees with disabilities, we may provide reasonable accommodations and modified job duties.

We request that employees resigning provide at least a two-week written notice. Whatever the reason for leaving, we may ask our employees for an exit interview.

We expect all of our employees to adhere to our dress code, wear closed-toe shoes, and clothing should be clean, and free of holes, tears, and rips. Employee hygiene is important for every position as our employees are often handling medical cannabis products.

Cellphones are not allowed to be on employee's person, they should remain stowed away with the employee's personal belonging throughout their shift.

Employees that handle cash go through additional cash-handling training. The dispensary sales area is a safe and clean place for our registered patients. We have separate policies and procedures governing the sales area.

Table of Contents

SECTION 1: ABOUT THIS HANDBOOK AND EMPLOYMENT WITH THE COMPANY6

1.1. WELCOME.....6

1.2. ABOUT THIS HANDBOOK6

1.3. TRAINING AND EDUCATION.....7

1.3.1. STATE-MANDATED TRAINING REQUIREMENTS7

1.3.2. COMPANY TRAINING REQUIREMENTS8

1.4. NON-DISCRIMINATION AND NO HARASSMENT POLICIES.....11

SECTION 2: TERMS OF EMPLOYMENT.....13

2.1. EMPLOYMENT STATUS13

2.2. EMPLOYMENT CATEGORIES13

2.3. PERSONNEL FILES.....14

SECTION 3: EMPLOYEE OFFERINGS AND EXPECTATIONS14

3.1. COMPENSATION AND WORK SCHEDULE.....14

3.1.1. COMPENSATION14

3.1.2. PAY PERIODS14

3.1.3. SCHEDULING15

3.1.4. RECORDING WORK TIME15

3.1.5. LUNCH BREAKS.....15

3.1.6. BREAKS FOR NURSING MOTHERS15

3.2. TIME OFF16

3.2.1. HOLIDAYS.....16

3.2.2. PAID TIME OFF16

3.3. EMPLOYMENT BENEFITS.....17

3.3.1. EMPLOYEE HEALTH AND DENTAL CARE PLAN:.....18

3.3.2. EMPLOYEE LIFE INSURANCE PLAN:18

3.4. WORKERS' COMPENSATION INSURANCE18

3.5. SOCIAL SECURITY18

3.6. UNEMPLOYMENT COMPENSATION18

SECTION 4: EMPLOYEE POLICY AND COMPANY EXPECTATIONS OF EMPLOYEES.....18

4.1. SOLVING PROBLEMS.....18

4.2. ATTENDANCE AND PUNCTUALITY19

4.2.1. DISCIPLINARY ACTION FOR ABSENCE AND LATENESS19

4.3. DRESS AND APPEARANCE20

4.4. PERSONAL TELEPHONE CALLS AND CELLPHONE USE.....20

4.5. SMOKE FREE WORKPLACE.....21

4.6. ALCOHOL AND DRUG FREE WORKPLACE21

4.7. MEDICAL CANNABIS PATIENTS AS EMPLOYEES.....22

4.8. WEAPONS IN THE WORKPLACE AND WORKPLACE VIOLENCE22

4.9. DISTRIBUTION22

4.10. CONFLICTS OF INTEREST/OUTSIDE EMPLOYMENT.....23

4.11. ELECTRONIC COMMUNICATIONS.....23

4.11.1. ACCEPTABLE USES OF OUR SYSTEMS24

4.11.2. COMPANY CONTROL OF SYSTEMS AND ELECTRONIC COMMUNICATIONS.....24

4.11.3. PERSONAL USE OF OUR SYSTEMS.....24

4.11.4. ELECTRONIC FORGERY.....25

4.11.5. INTELLECTUAL PROPERTY RIGHTS.....25

4.11.6. SYSTEM INTEGRITY, SECURITY, AND ENCRYPTION25

4.11.7. APPLICABLE LAWS25

4.12. SOCIAL MEDIA26

4.13. COMPANY CONFIDENTIALITY28

4.14. PATIENT CONFIDENTIALITY.....29

4.14.1. PATIENT AND PURCHASER MATTERS29

4.14.2. PATIENT RECORDS30

4.14.3. PUBLIC RELATIONS30

4.14.4. PROTECTING PATIENT AND COMPANY INFORMATION.....31

4.14.5. HIPAA COMPLIANCE.....31

4.15. COMPLIANCE.....31

4.16 ENVIRONMENTAL CONSIDERATIONS31

4.17 COMPANY PROPERTY.....32

4.18 RULES TO PROTECT US ALL.....32

SECTION 5: SAFETY AND SECURITY34

5.1 EMPLOYMENT SAFETY AND SECURITY34

5.2. SAFETY AND SECURITY PROGRAMS.....35

5.2.1. SECURITY INSPECTIONS35

5.2.2. WALKIE-TALKIES35

5.3. SAFETY AND SECURITY TRAINING PROGRAM35

5.3.1. SECURITY TRAINING37

5.4. EMPLOYEE ACCESS TO MEDICAL CANNABIS FACILITIES38

5.5. PATIENT AND CAREGIVER ACCESS TO MEDICAL CANNABIS FACILITIES38

5.6. VISITORS AT MEDICAL CANNABIS FACILITIES.....38

5.7. IN CASE OF EMERGENCY39

5.7.1. EMERGENCY NOTIFICATION PROCEDURES39

SECTION 6: LEAVES: OTHER THAN PTO.....42

6.1 FAMILY AND MEDICAL LEAVE (“FMLA”)42

6.2 MATERNITY LEAVE.....48

6.3 MILITARY LEAVE.....49

6.4 JURY DUTY49

6.5 PERSONAL LEAVE OF ABSENCE49

SECTION 7: SPECIAL CIRCUMSTANCES49

7.1. DATING AND PERSONAL RELATIONSHIPS.....49

7.2 REASONABLE ACCOMMODATIONS/MODIFIED JOB DUTIES.....50

SECTION 8: SEPARATION OF EMPLOYMENT51

8.1 RESIGNATION.....51

8.2 EXIT INTERVIEW51

8.3 EXTENDED BENEFITS51

ADDENDUM - DISPENSARY EMPLOYEES.....52

BAG CHECKS52

ATTENDANCE52

DRESS CODE & UNIFORM.....53

CELLPHONE POLICY54

CASH HANDLING.....54

DISPENSARY SALES AREA POLICIES AND STANDARDS.....55

ADDENDUM – CULTIVATION & PROCESSING EMPLOYEES56

APPROPRIATE DRESS AND HYGIENE56

SANITARY PRACTICES56

ADDENDUM – SECURE TRANSPORT EMPLOYEES.....58

PLEASE SEE SECURE TRANSPORT DRIVER’S MANUAL.58

Grounds/Authority for Redactions: SSNs of Individual Owners redacted pursuant to Ala. Code § 41-13-6 to protect individuals from disclosure of personal information that could lead to identity theft.

Exhibit 37 – Secure Transport Drivers

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 37 – Secure Transport Drivers

The Applicant must include the following for each secure transport driver: (1) driver’s license number; (2) social security number, if available; (3) verification that the secure transport driver is at least 21 years of age; (4) verification that the secure transport driver has a minimum of three years of driving experience; and (5) a list of any motor vehicle citations, fines, or violations received by the driver in the last three years. Use Form H: Secure Transport Drivers.

Please find attached a duly completed Form H for each of the secure transport drivers we are proposing as part of our Integrated Facility Application. For convenience, the requested information is also summarized in the table below.

Name	DL #	SSN	Age 21+	Min. 3 Yrs Experience	Citations/ Violations
Charlie M. Barnett	9023484	██████████	Yes	Yes	None
Stacey E. Brown	5080890	██████████	Yes	Yes	None
Thomas E. Kidd	5156199	██████████	Yes	Yes	None
Darryl Petraza	5803843	██████████	Yes	Yes	None
Donald G. Wallace	6091457	██████████	Yes	Yes	None

REDACTED COPY
FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

FLOWERWOOD MEDICAL CANNABIS, LLC

INTERGRATED FACILITY

Business License Applicant Name

License Type

Secure Transport Driver Information

TROY ALLEN FOLEY

Secure Transport Driver Name

[REDACTED]
Date of Birth

[REDACTED]
SSN

Driver's License Information

ALABAMA

5316002

08/10/2020

08/08/2024

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): Citation Fine Violation

NONE

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

Ellis Ollinger III

Printed Name of Verifying Individual

CEO

Title of Verifying Individual

Ellis Ollinger III Digitally signed by Ellis Ollinger III
Date: 2022.12.30 10:53:26 -06'00'

Signature of Verifying Individual

12/30/2022

Verification Date

REDACTED COPY
FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

FLOWERWOOD MEDICAL CANNABIS, LLC

INTERGRATED FACILITY

Business License Applicant Name

License Type

Secure Transport Driver Information

CHARLIE M BARNETT III

[REDACTED]

[REDACTED]

Secure Transport Driver Name

Date of Birth

SSN

Driver's License Information

ALABAMA

9023484

04/20/2020

04/28/2024

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): Citation Fine Violation

NONE

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

REDACTED COPY

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

Ellis Ollinger III

Printed Name of Verifying Individual

CEO

Title of Verifying Individual

Ellis Ollinger III Digitally signed by Ellis Ollinger III
Date: 2022.12.30 10:47:01 -06'00'

Signature of Verifying Individual

12/30/22

Verification Date

FORM H: SECURE TRANSPORT DRIVERS

REDACTED COPY

Complete a separate form and verification for each of the Applicant's secure transport drivers.

FLOWERWOOD MEDICAL CANNABIS, LLC

INTERGRATED FACILITY

Business License Applicant Name

License Type

Secure Transport Driver Information

DONALD GLEN WALLACE

Secure Transport Driver Name

[REDACTED]
Date of Birth

[REDACTED]
SSN

Driver's License Information

ALABAMA

6081457

10/12/2020

12/02/2024

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): Citation Fine Violation

NONE

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

REDACTED COPY

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge Issued By

Date of Occurrence Location (City/County) Location (State)

Disposition/Amount Date of Disposition

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

Ellis Ollinger III
Printed Name of Verifying Individual

CEO
Title of Verifying Individual

Ellis Ollinger III Digitally signed by Ellis Ollinger III
Date: 2022.12.30 10:52:07 -06'00'
Signature of Verifying Individual

12/30/2022
Verification Date

REDACTED COPY
FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

FLOWERWOOD MEDICAL CANNABIS, LLC

INTERGRATED FACILITY

Business License Applicant Name

License Type

Secure Transport Driver Information

DARRYL LUZ PEDRAZA

Secure Transport Driver Name

Date of Birth

SSN

Driver's License Information

ALABAMA

5803843

03/11/2019

03/14/2023

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): Citation Fine Violation

NONE

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge _____ Issued By _____

Date of Occurrence _____ Location (City/County) _____ Location (State) _____

Disposition/Amount _____ Date of Disposition _____

Type (select all that apply): Citation Fine Violation

Violation/Charge _____ Issued By _____

Date of Occurrence _____ Location (City/County) _____ Location (State) _____

Disposition/Amount _____ Date of Disposition _____

Type (select all that apply): Citation Fine Violation

Violation/Charge _____ Issued By _____

Date of Occurrence _____ Location (City/County) _____ Location (State) _____

Disposition/Amount _____ Date of Disposition _____

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

Ellis Ollinger III
Printed Name of Verifying Individual

CEO
Title of Verifying Individual

Ellis Ollinger III Digitally signed by Ellis Ollinger III
Date: 2022.12.30 10:51:23 -06'00'
Signature of Verifying Individual

12/30/2022
Verification Date

REDACTED COPY
FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

FLOWERWOOD MEDICAL CANNABIS, LLC

INTERGRATED FACILITY

Business License Applicant Name

License Type

Secure Transport Driver Information

THOMAS EARL KIDD

[REDACTED]

[REDACTED]

Secure Transport Driver Name

Date of Birth

SSN

Driver's License Information

ALABAMA

5156119

03/28/2022

04/15/2026

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): Citation Fine Violation

NONE

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): Citation Fine Violation

Violation/Charge _____ Issued By _____

Date of Occurrence _____ Location (City/County) _____ Location (State) _____

Disposition/Amount _____ Date of Disposition _____

Type (select all that apply): Citation Fine Violation

Violation/Charge _____ Issued By _____

Date of Occurrence _____ Location (City/County) _____ Location (State) _____

Disposition/Amount _____ Date of Disposition _____

Type (select all that apply): Citation Fine Violation

Violation/Charge _____ Issued By _____

Date of Occurrence _____ Location (City/County) _____ Location (State) _____

Disposition/Amount _____ Date of Disposition _____

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

Ellis Ollinger III

Printed Name of Verifying Individual

CEO

Title of Verifying Individual

Ellis Ollinger III Digitally signed by Ellis Ollinger III
Date: 2022.12.30 10:52:47 -06'00'

Signature of Verifying Individual

12/30/2022

Verification Date

Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 38 – Driver’s Manual

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual

Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 38 – Driver’s Manual

The Applicant shall provide a Driver’s Manual detailing qualifications, standards, and procedures to be met and followed by its drivers and prospective drivers. If the Applicant’s proposed Driver’s Manual is unavailable, then the Applicant must provide an explanation as to why it is unavailable and when the Applicant expects it to be available.

Our Company understands the importance of our secure transport drivers in ensuring the security and quality of our cannabis and medical cannabis products. As such, we take the hiring and training of our secure transport drivers very seriously. To that end, based on the experience of certain of our principals in operating medical cannabis cultivation, processing, and dispensary facilities in Missouri, we have created a robust Secure Transport Driver’s Manual that qualifications, training, and policies and procedures that we expect out of each one of our drivers. That Secure Transport Driver’s Manual is attached hereto.

Table of Contents

<u>SECTION 1: MANUAL OVERVIEW.....</u>	<u>4</u>
1.1. ABOUT THIS MANUAL.....	4
1.1.2. THIS MANUAL IS A SUPPLEMENT TO, NOT A SUBSTITUTE FOR, THE EMPLOYEE HANDBOOK.	4
1.2. THIS MANUAL IS NOT A SUBSTITUTE FOR TRAINING.	4
1.2.1. ADDITIONAL TRAININGS REQUIRED FOR SECURE TRANSPORT PERSONNEL.....	4
<u>SECTION 2: DRIVER QUALIFICATIONS</u>	<u>5</u>
2.1. OVERVIEW OF QUALIFICATIONS.....	5
2.2. QUALIFICATIONS TO BE MAINTAINED.....	6
2.2.1. CHANGE IN STATUS OF QUALIFICATIONS.	6
2.2.2. CHANGE IN STATUS – REASSIGNMENT OF DUTIES.....	7
2.3. PROOF OF MAINTAINED QUALIFICATIONS.....	7
2.4. CONSEQUENCES OF OMISSIONS.	7
<u>SECTION 3: POLICIES AND PROCEDURES</u>	<u>8</u>
3.1. TRANSPORT PREPARATION.	8
3.2. DURING TRANSPORT.....	10
3.3. RETURNING TO THE ORIGINATING FACILITY.	11
3.4. RESTRICTION ON PERSONAL USE.....	12
3.5. REST BREAKS.....	12
<u>SECTION 4: SECURITY</u>	<u>12</u>
4.1. SECURITY TRAINING.	13
4.2. FOLLOWING STANDARD OPERATING PROCEDURES.	13
4.3. SECURE TRANSPORT VEHICLE SECURITY FEATURES.....	14
<u>SECTION 5: SAFETY</u>	<u>15</u>
5.1. SEAT BELTS.	15
5.2. HANDS FREE.	15
5.3. ACCIDENT REPORTING.	16
5.4. INCLEMENT WEATHER.	16
5.5. SMOKE-FREE WORKPLACE.	16

SECTION 6: ATTIRE AND APPEARANCE16

6.1. APPROPRIATE ATTIRE.16

6.2. APPEARANCE AND HYGIENE.....17

SECTION 7: STANDARDS AND ETIQUETTE17

7.1. ETIQUETTE.17

7.2. GOOD JUDGEMENT STANDARD.18

SECTION 8: VEHICLES, CARE, AND MAINTENANCE.....18

8.1. OVERVIEW.....18

8.2. DAILY INSPECTIONS18

8.3. WEEKLY INSPECTIONS.....19

8.4. MONTHLY INSPECTIONS20

8.5. SEMI-ANNUAL/ANNUAL INSPECTIONS.....20

8.6. RANDOM INSPECTIONS.....20

8.7. VEHICLE CARE AND MAINTENANCE SOFTWARE20

8.8. VEHICLE CARE AND MAINTENANCE MANAGER.....21

Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 39 – Quality Control and Quality Assurance Plan

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 39 – Quality Control and Quality Assurance Plan

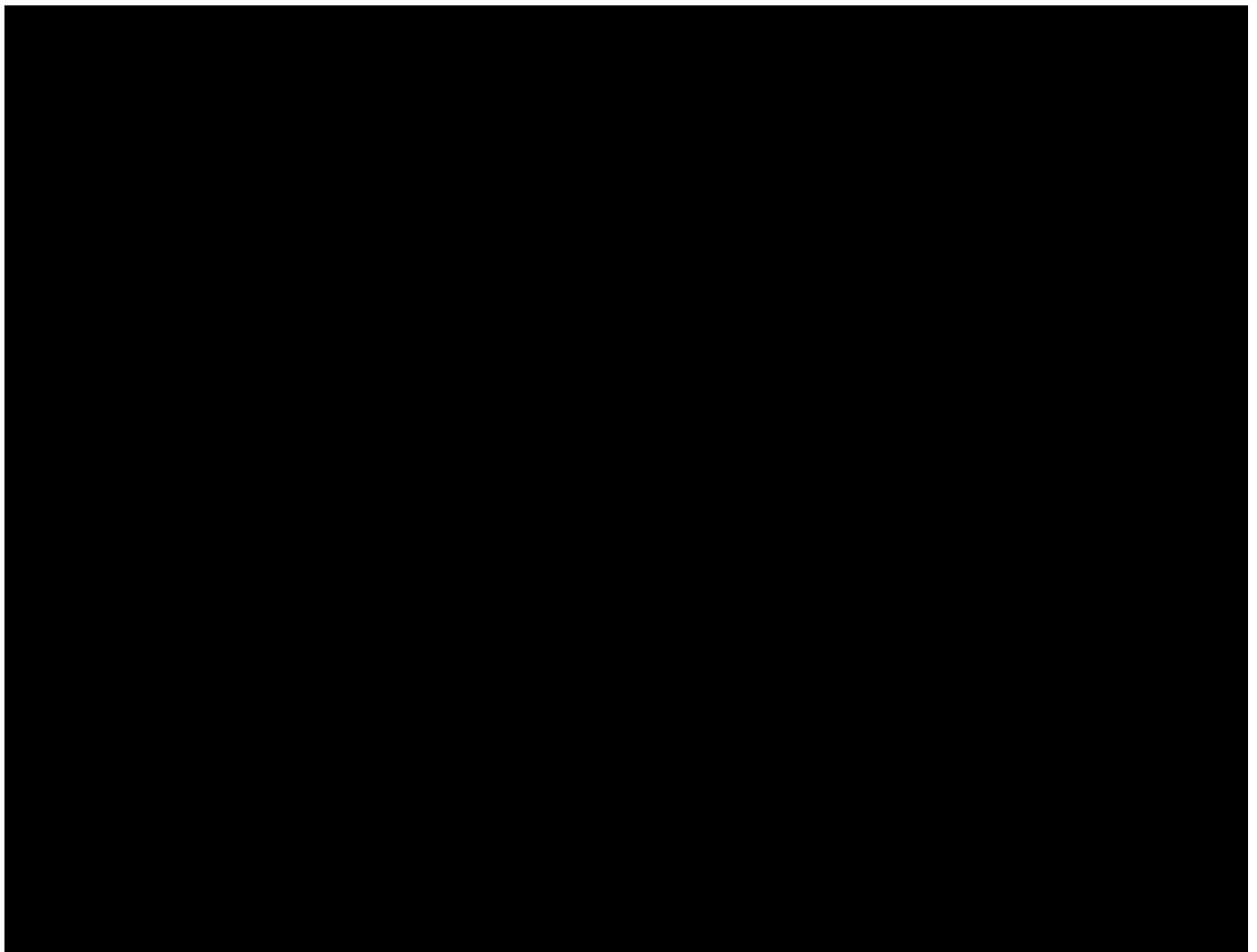
The Applicant must provide a quality control and quality assurance plan for each of its facilities, including all dispensing sites.

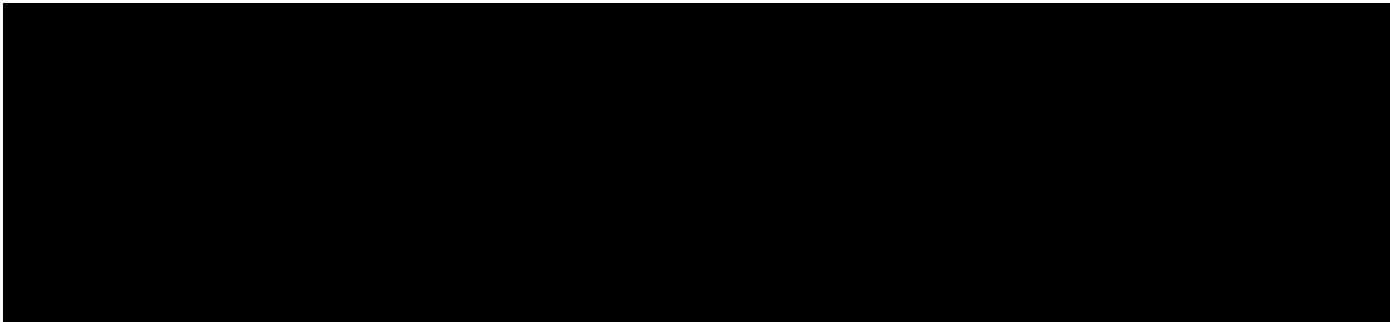
Section 39.1: An overview of the steps to be taken in the manufacturing process to provide high quality products and/or to ensure the safety, potency, stability, lifespan, and consistency among batches of the same product.

Applicant will adhere to the following steps throughout the entire manufacturing process to ensure the quality of all medical cannabis products. The standard operating procedures (SOPs) described herein will ensure the safety, potency, stability, lifespan and consistency of all product batches.

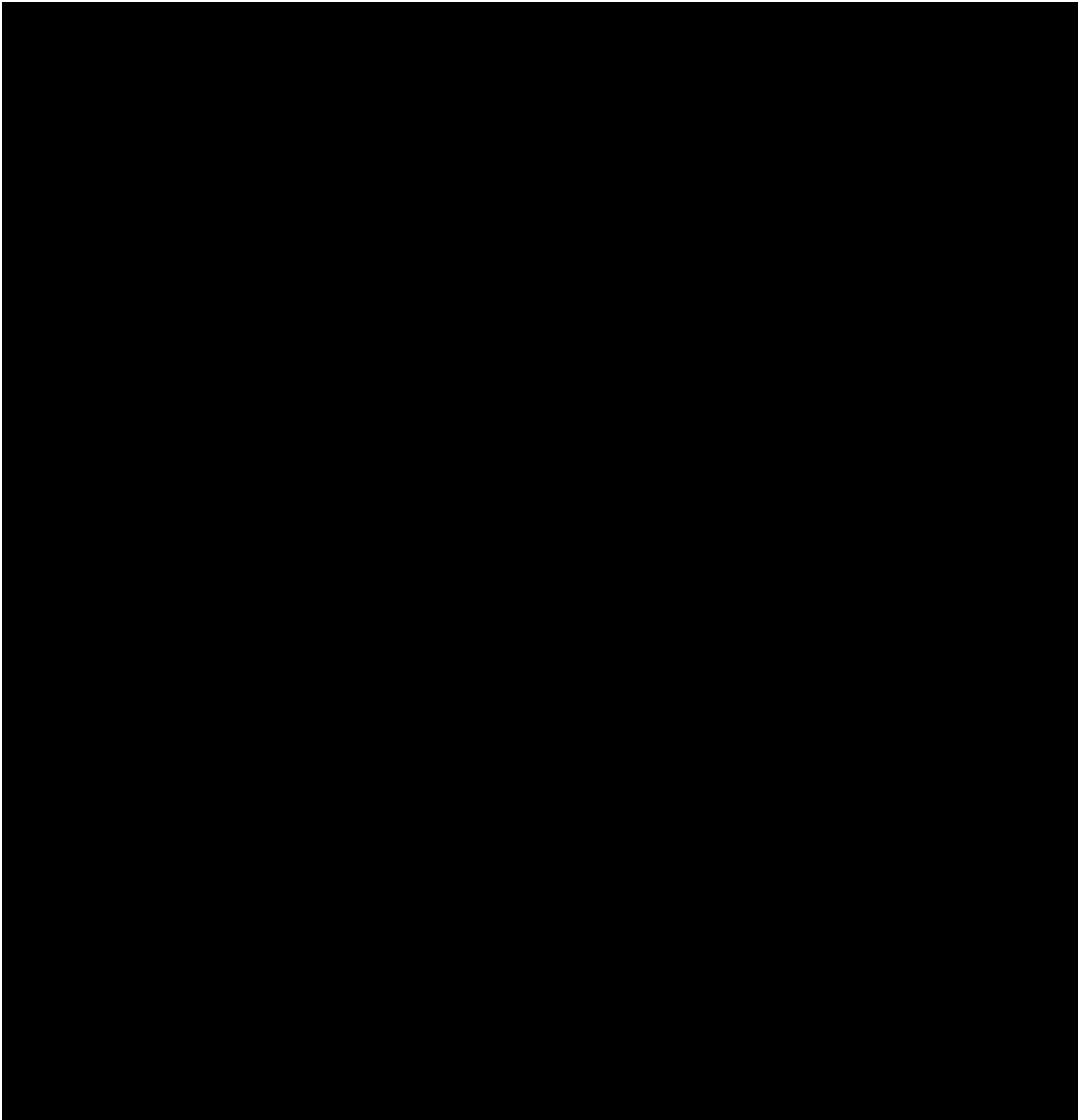
Step 1. Establish Standards for Production and Manufacturing Processes

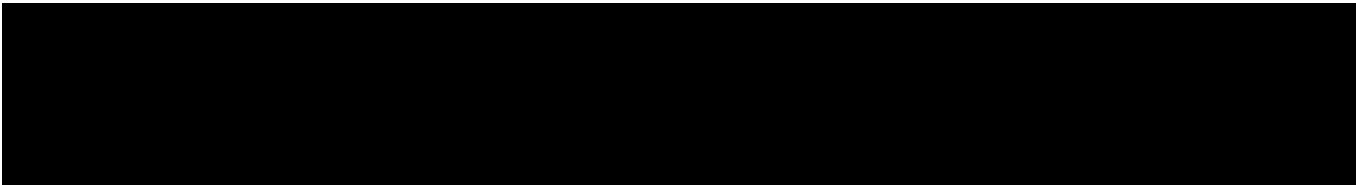
1.A. Sanitize Equipment and Machinery:



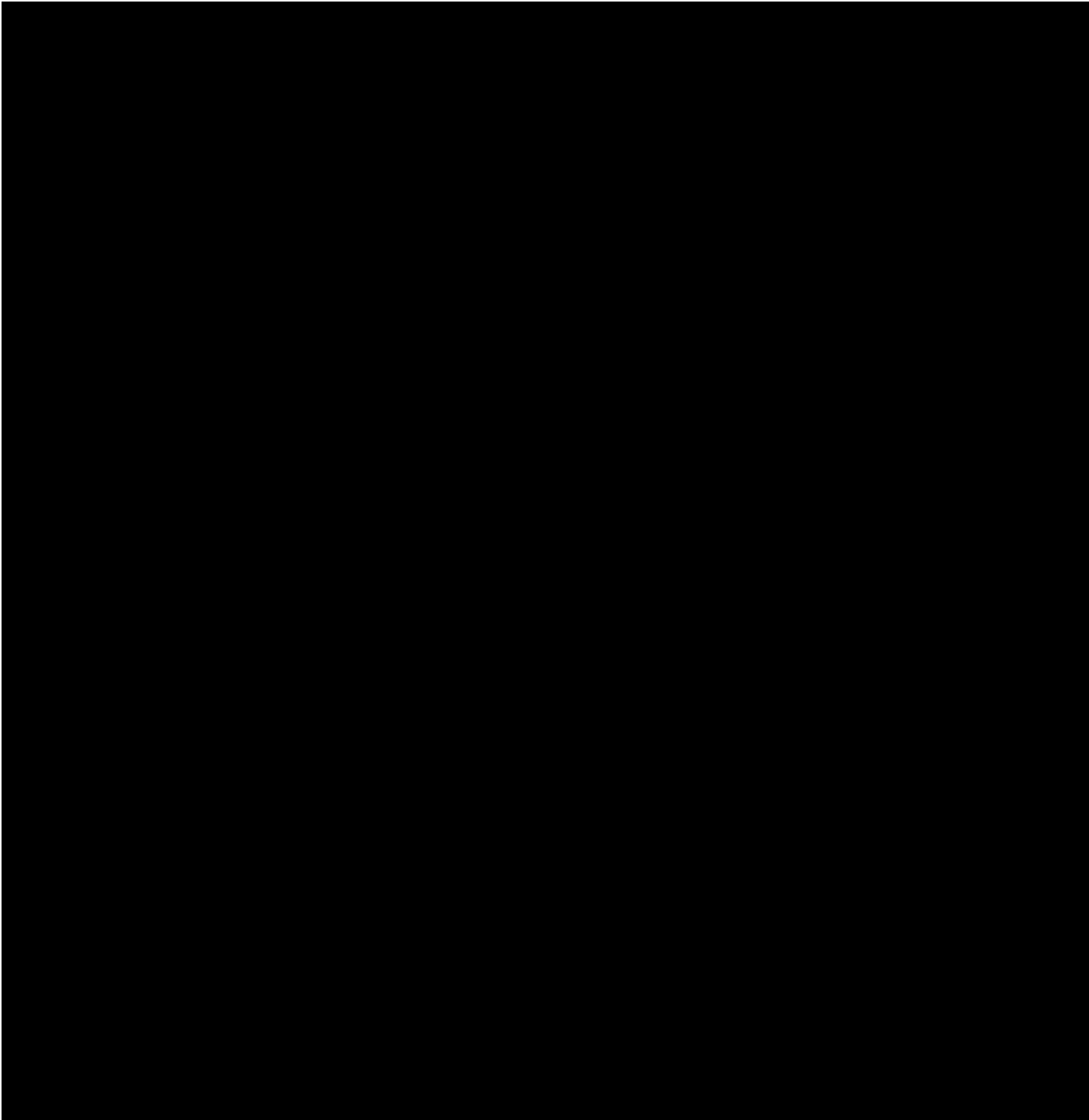


1.B. Train Employees to Adhere to Sanitation and Hygiene Practices:

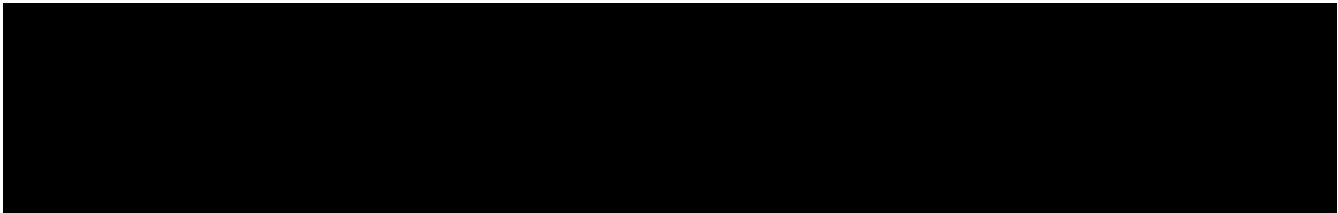




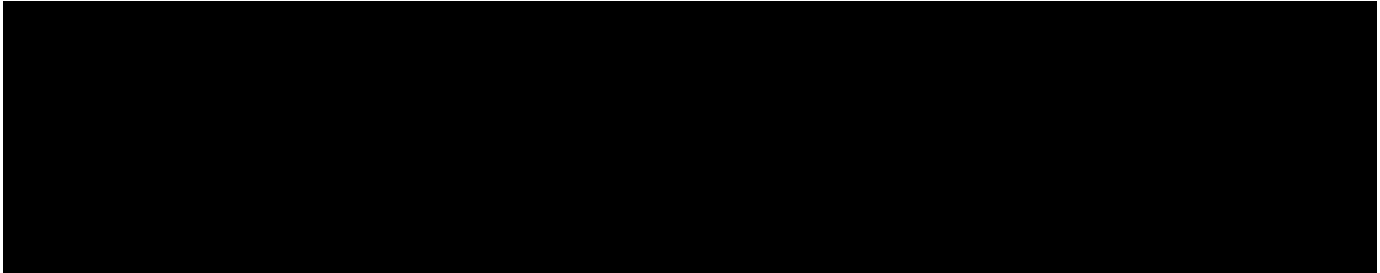
1.C. Properly and Compliantly Handle, Process, Destroy and Dispose of Waste:



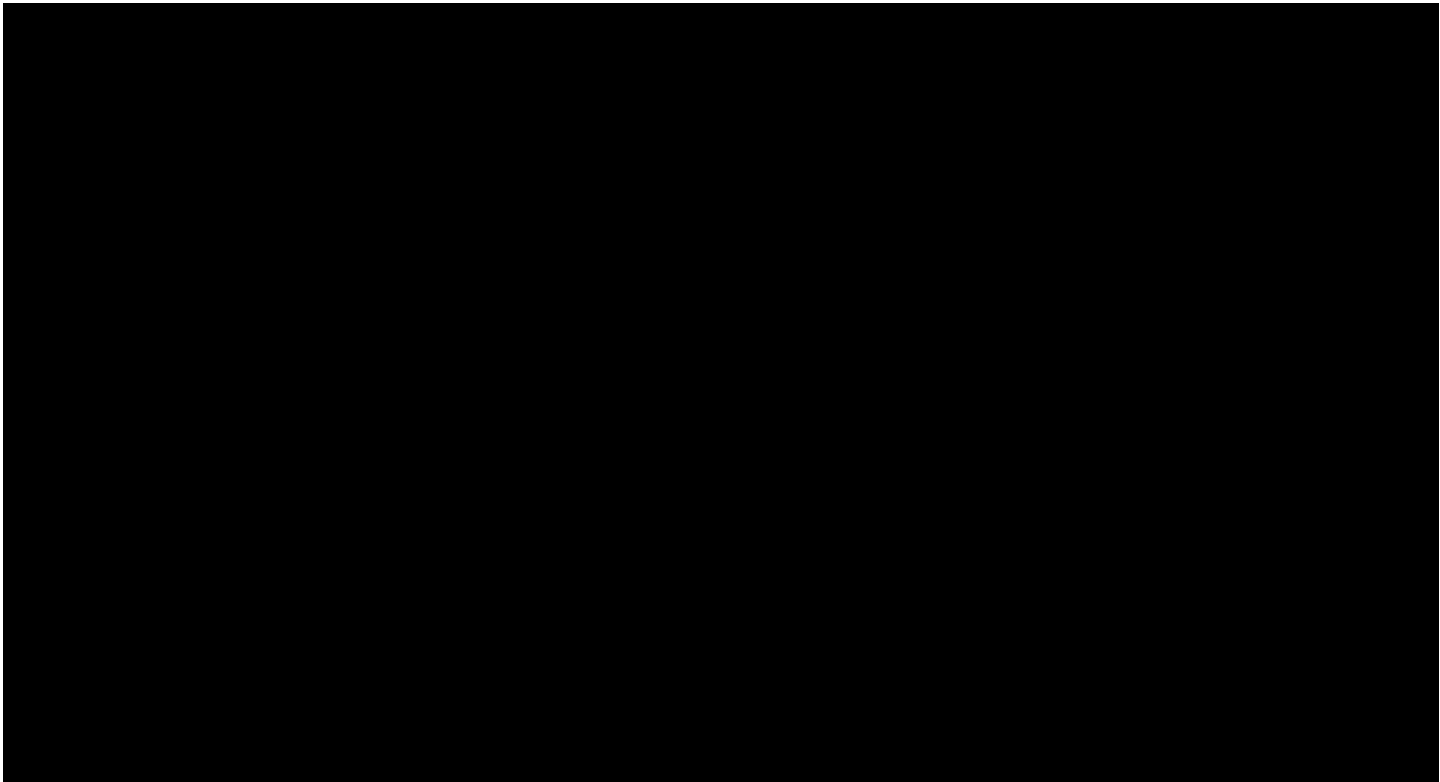
1.D. Require Employee Uniforms to Prevent Cross Contamination:



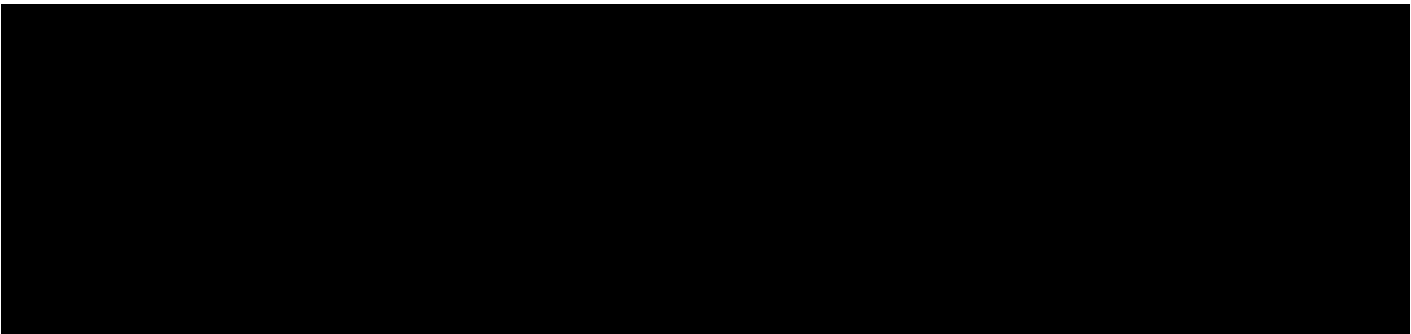
1.E. Sanitize Facility:

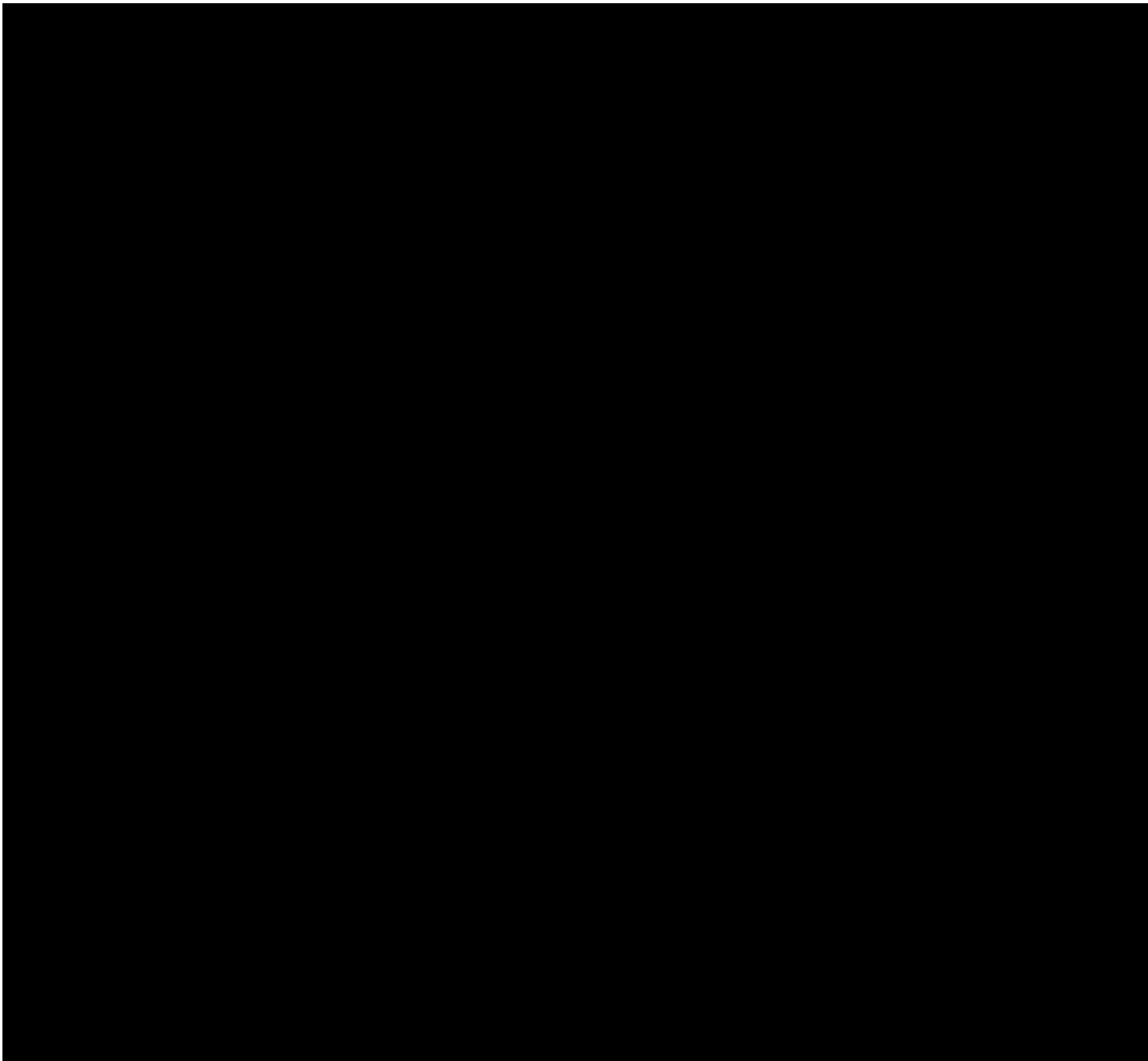


1.F. Solutions & Sanitizing Agents:

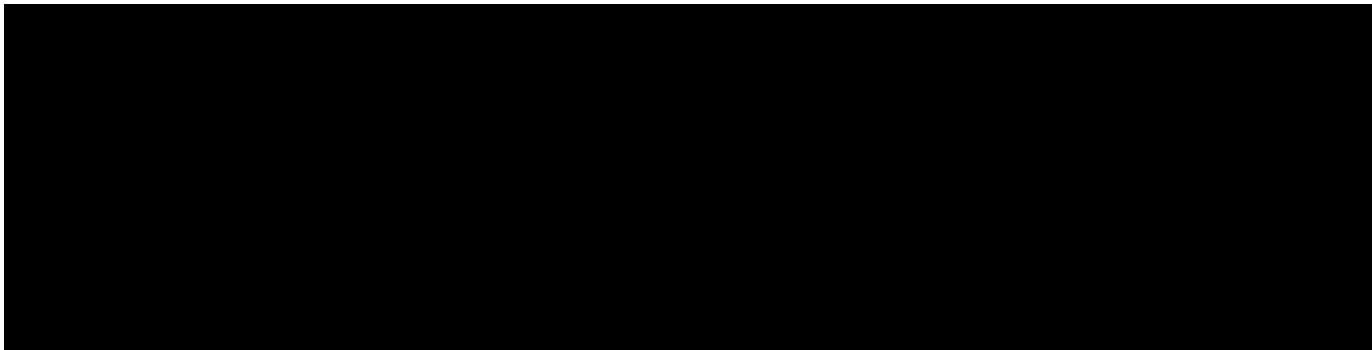


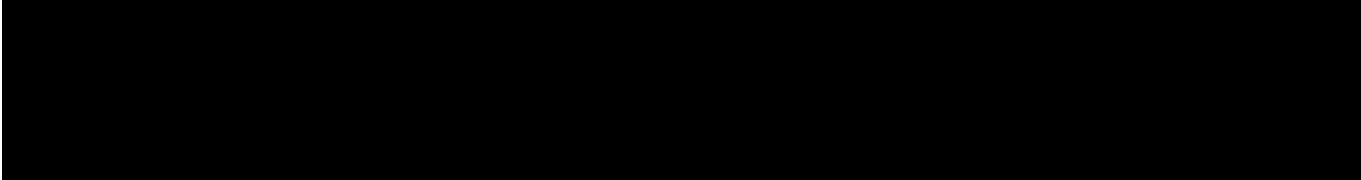
Step 2: Establish and Enact Design/Build Standards for the Processor Facility



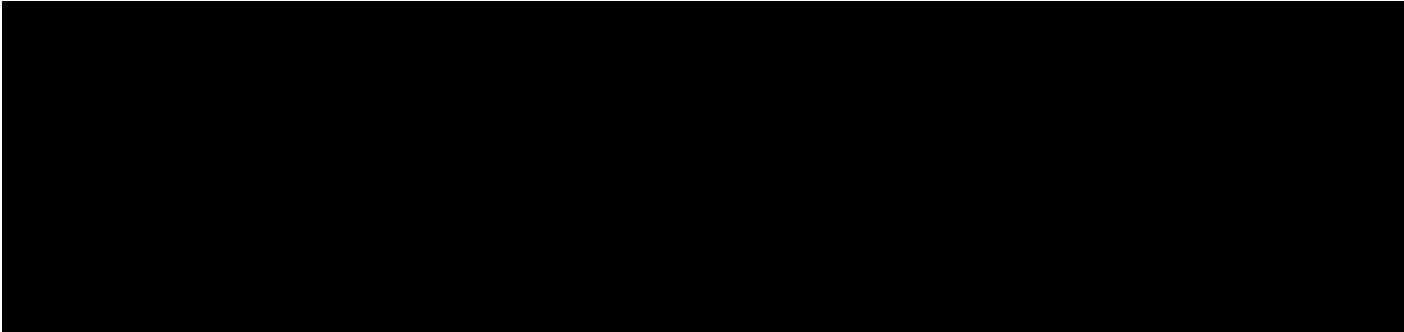


2.B. Ensure Facility Wide Separation and Compartmentalization:

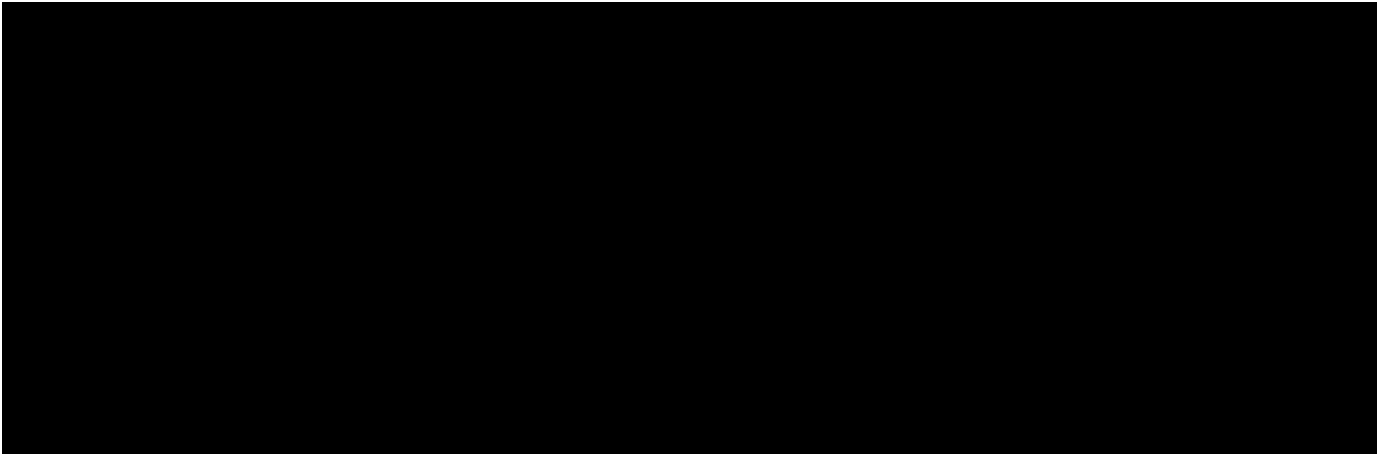




Step 3: Identify and Purchase Commercial Grade Equipment and Machinery

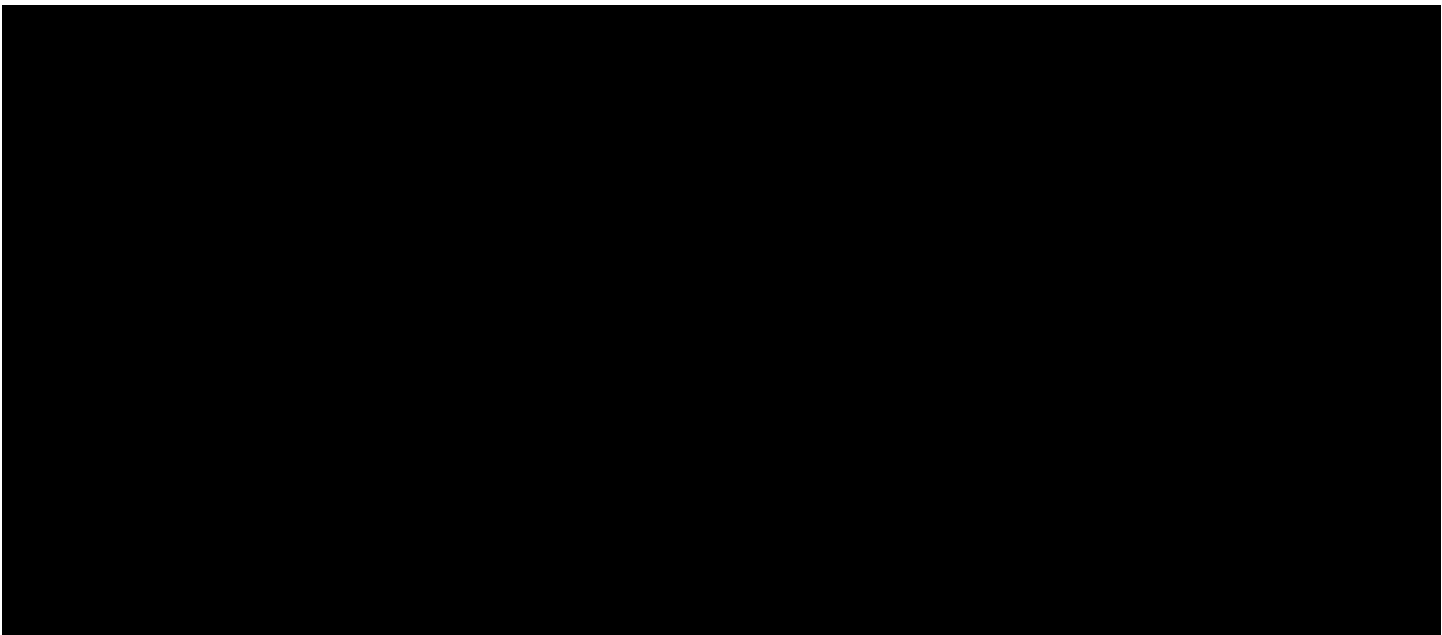


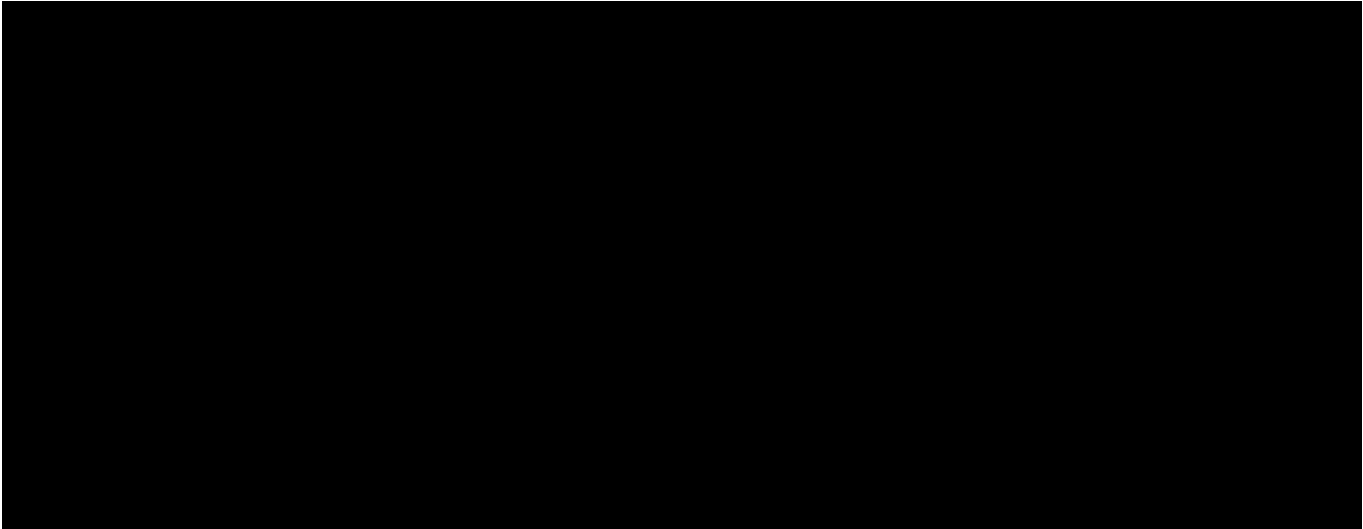
Step 4: Recruit a Qualified Team of Employees in the Processor Facility



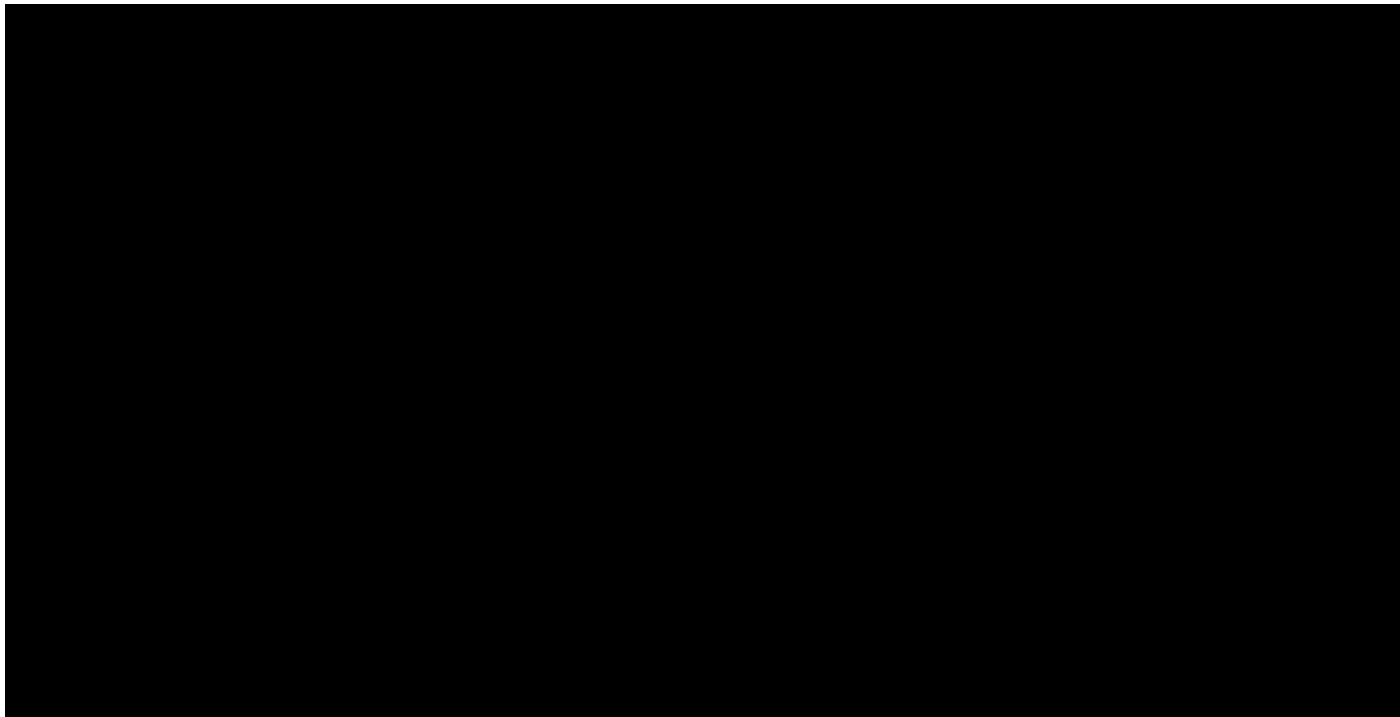
Step 5: Develop Compliant, Safe, Scientifically-Driven Product Formulations

5.A. Solvent and Ingredient Sourcing:

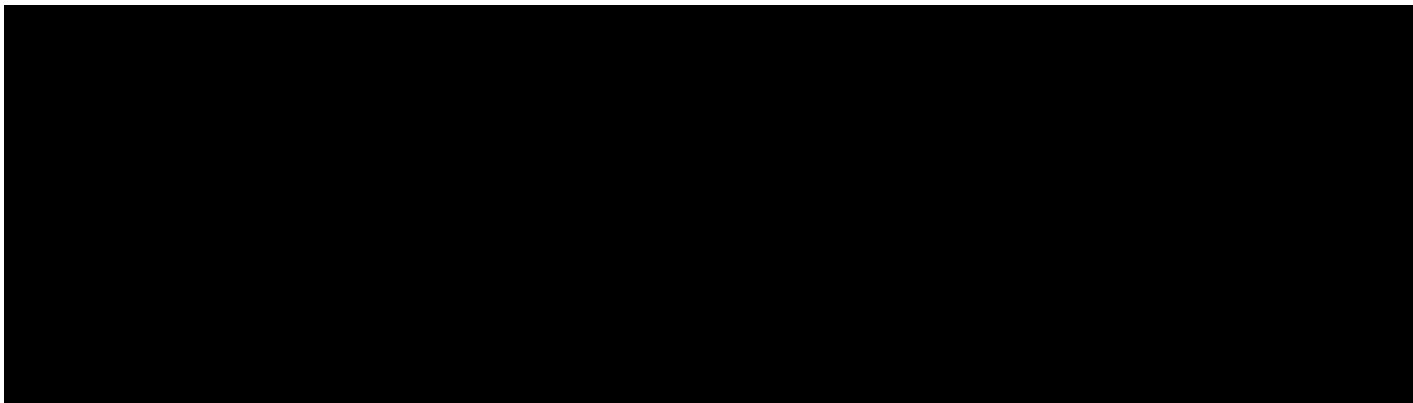


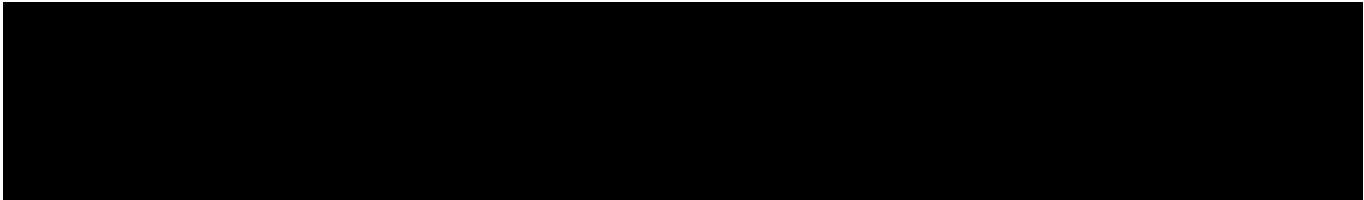


5.B. Store Products Compliantly in a Manner Upholding Product Integrity:

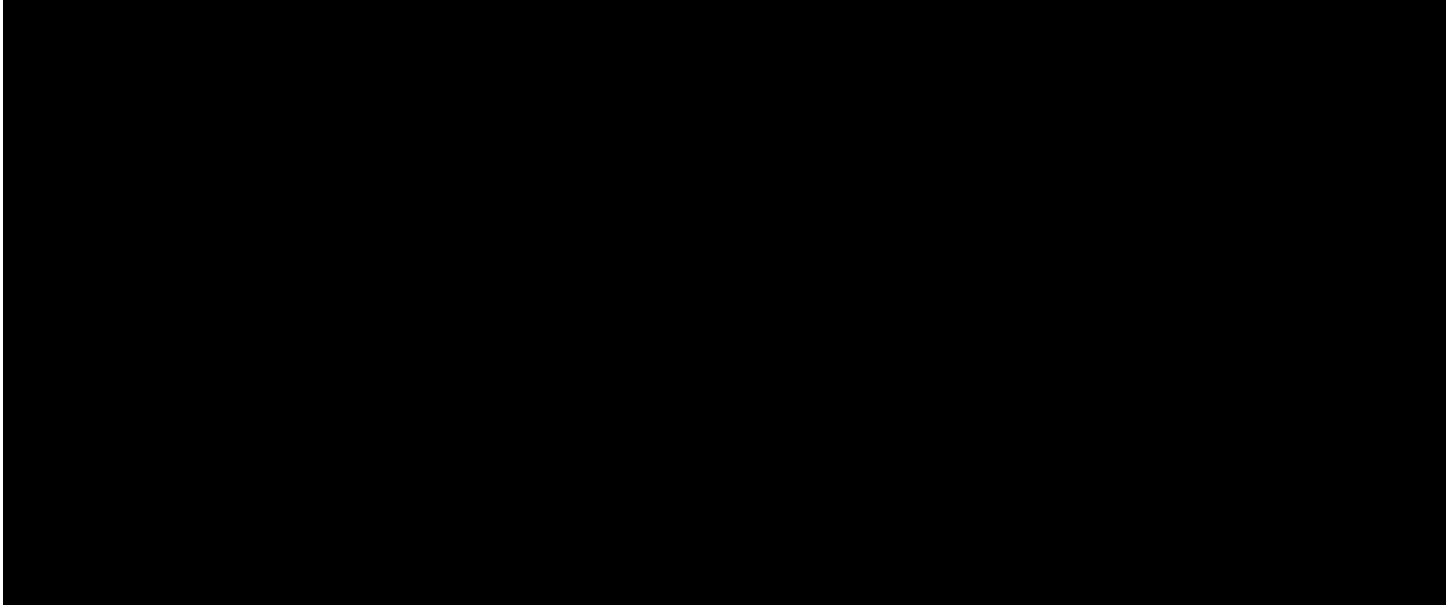


5.C. Properly Package and Label Products: Packaging and Labeling:

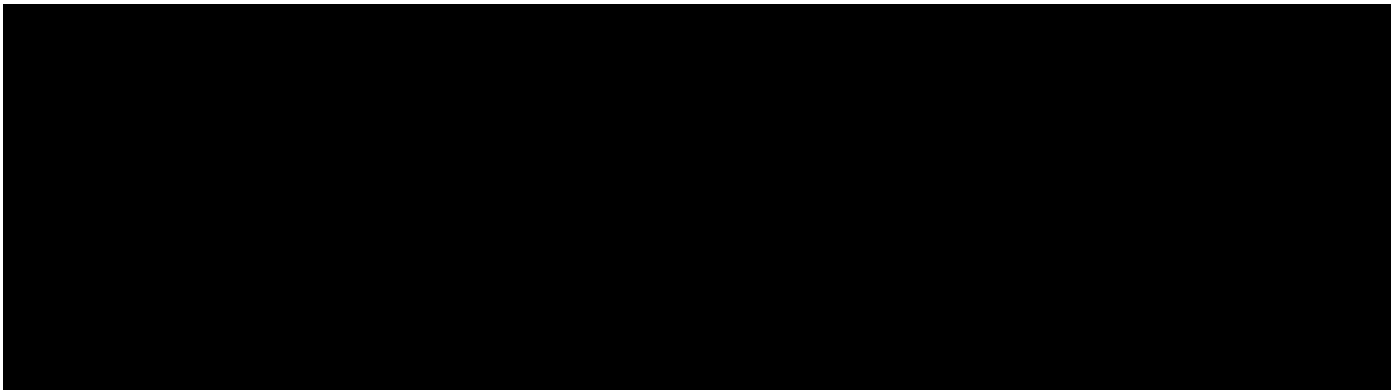




5.D. Transport Products Securely, Compliantly to Uphold Product Integrity:

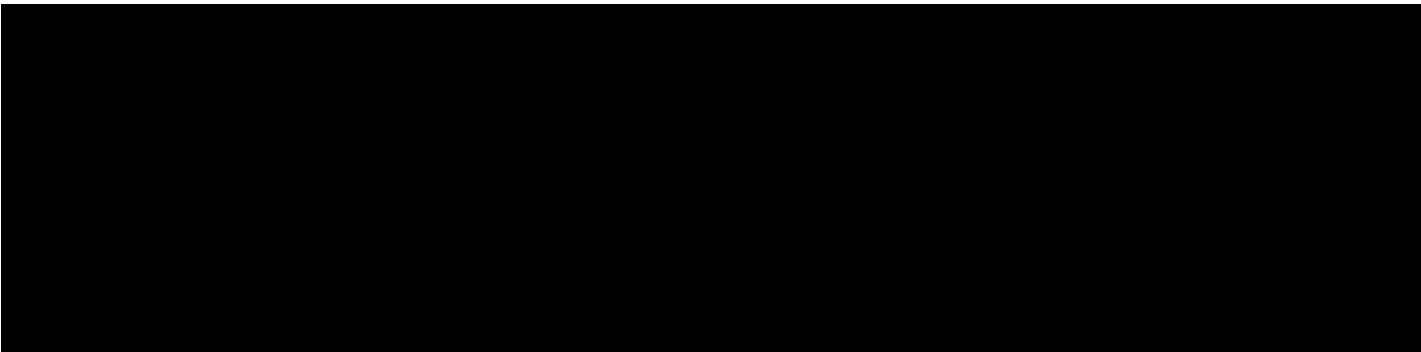


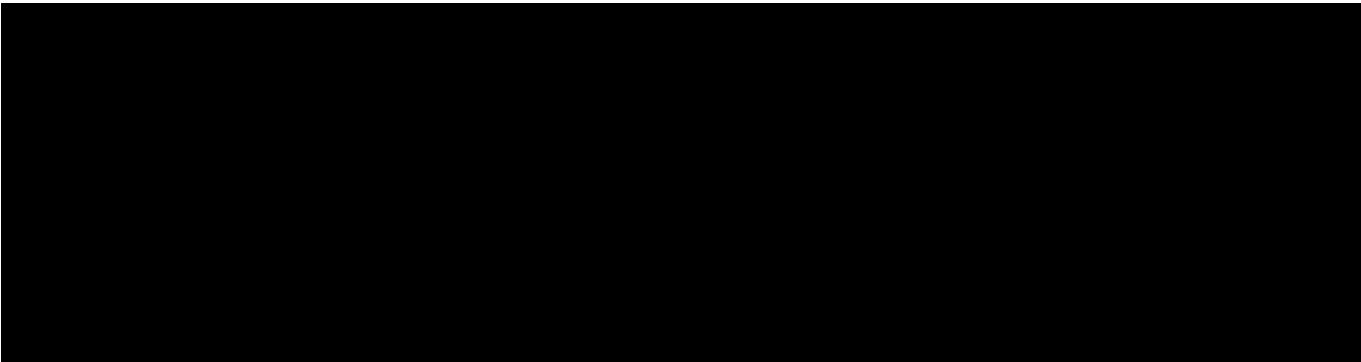
5.E. Sourcing Cannabis Plant Material (Biomass) from Leading Cultivators:



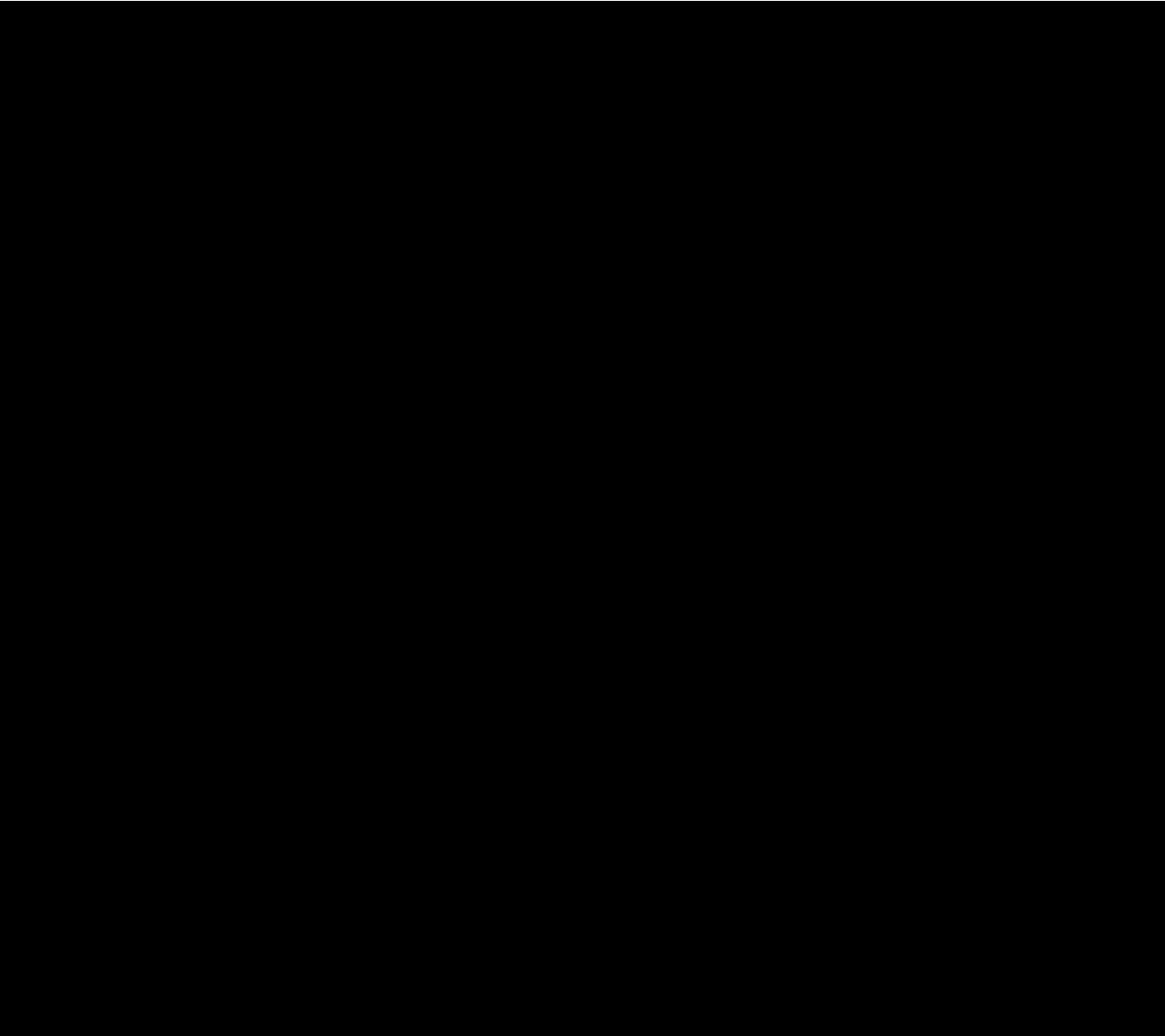
Step 6: Maintain a Safe, Hazard Free Workplace

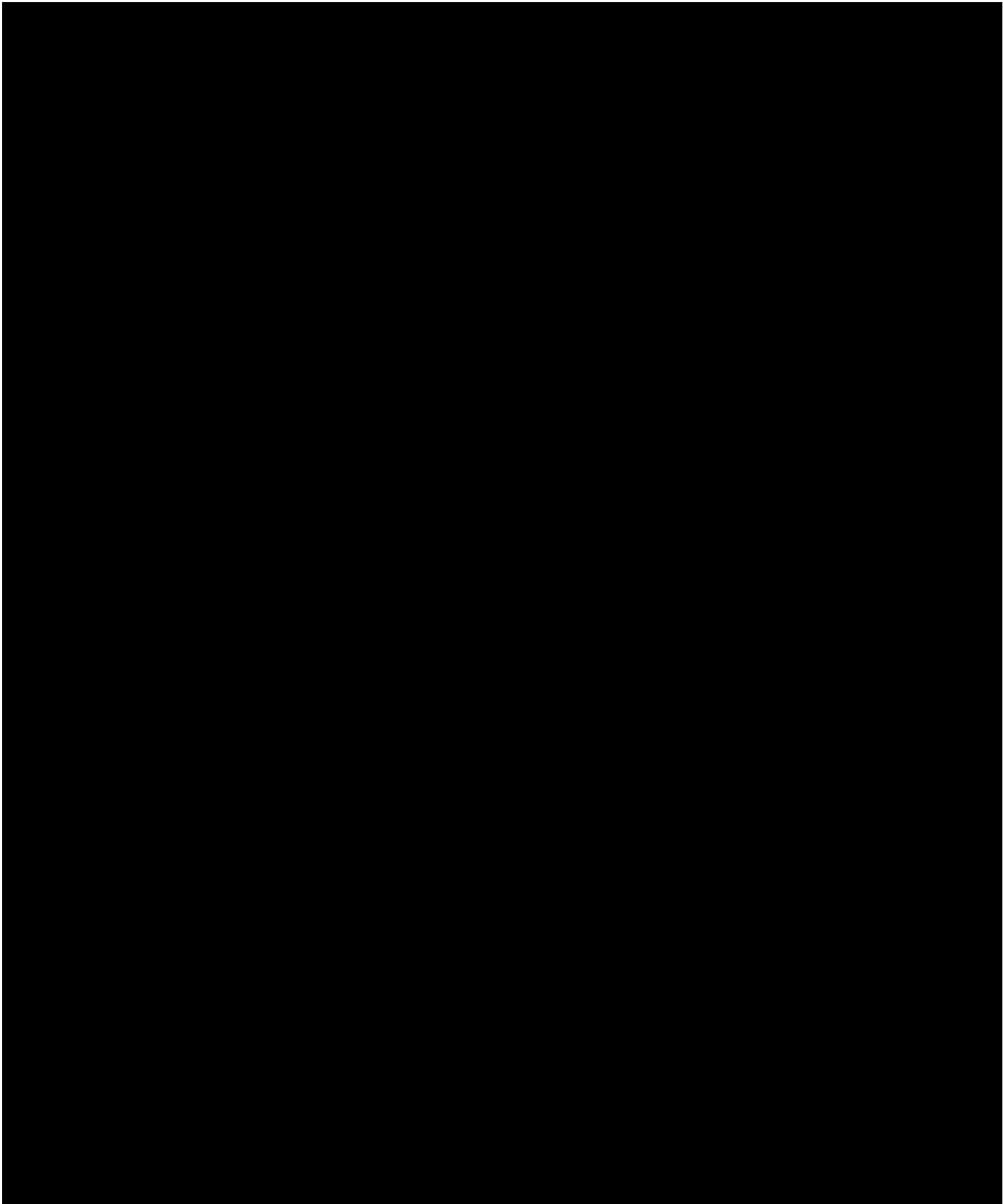
6.A. Personal Protection Equipment (“PPE”):

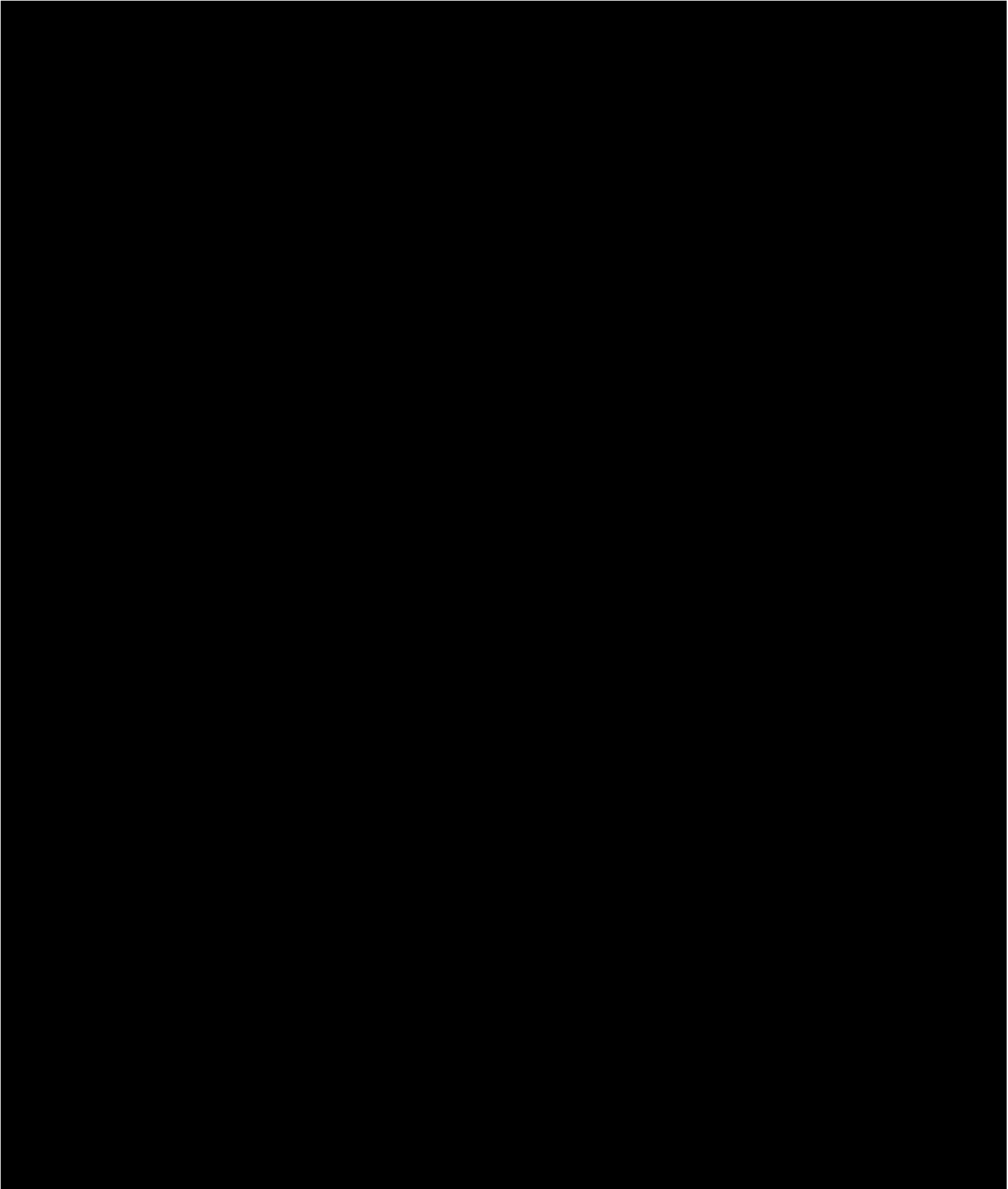




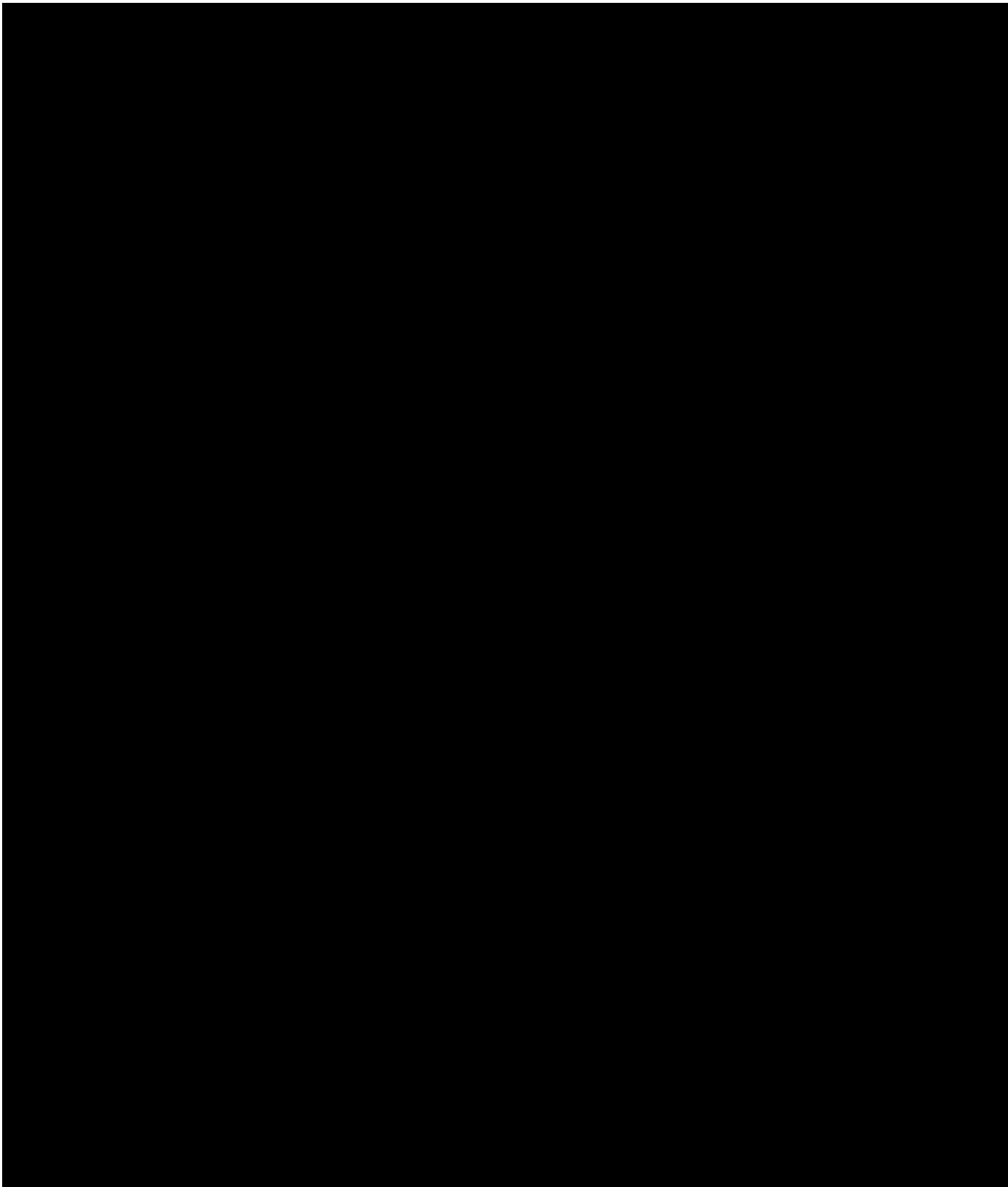
6.B. Safety Data Sheets:





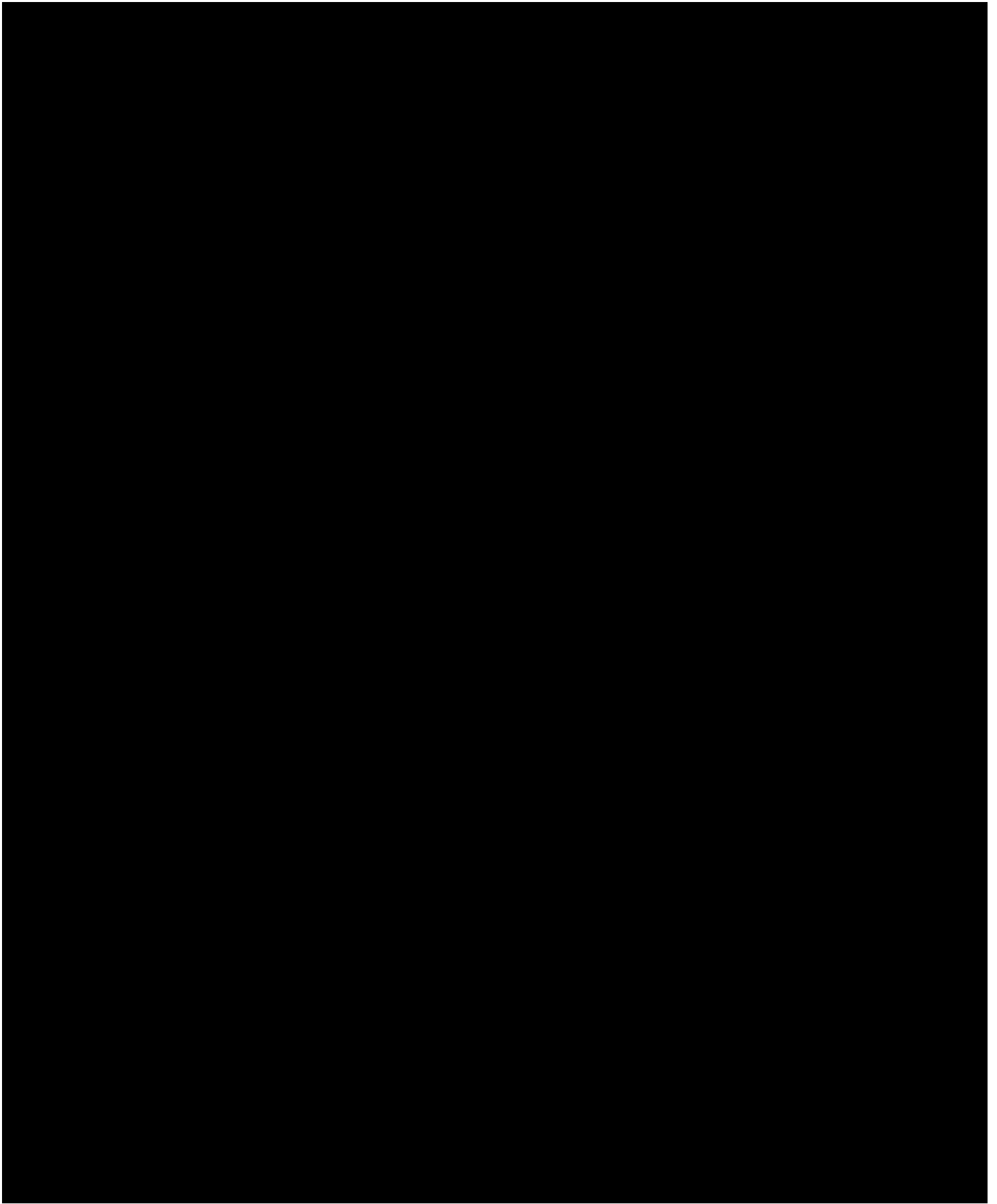


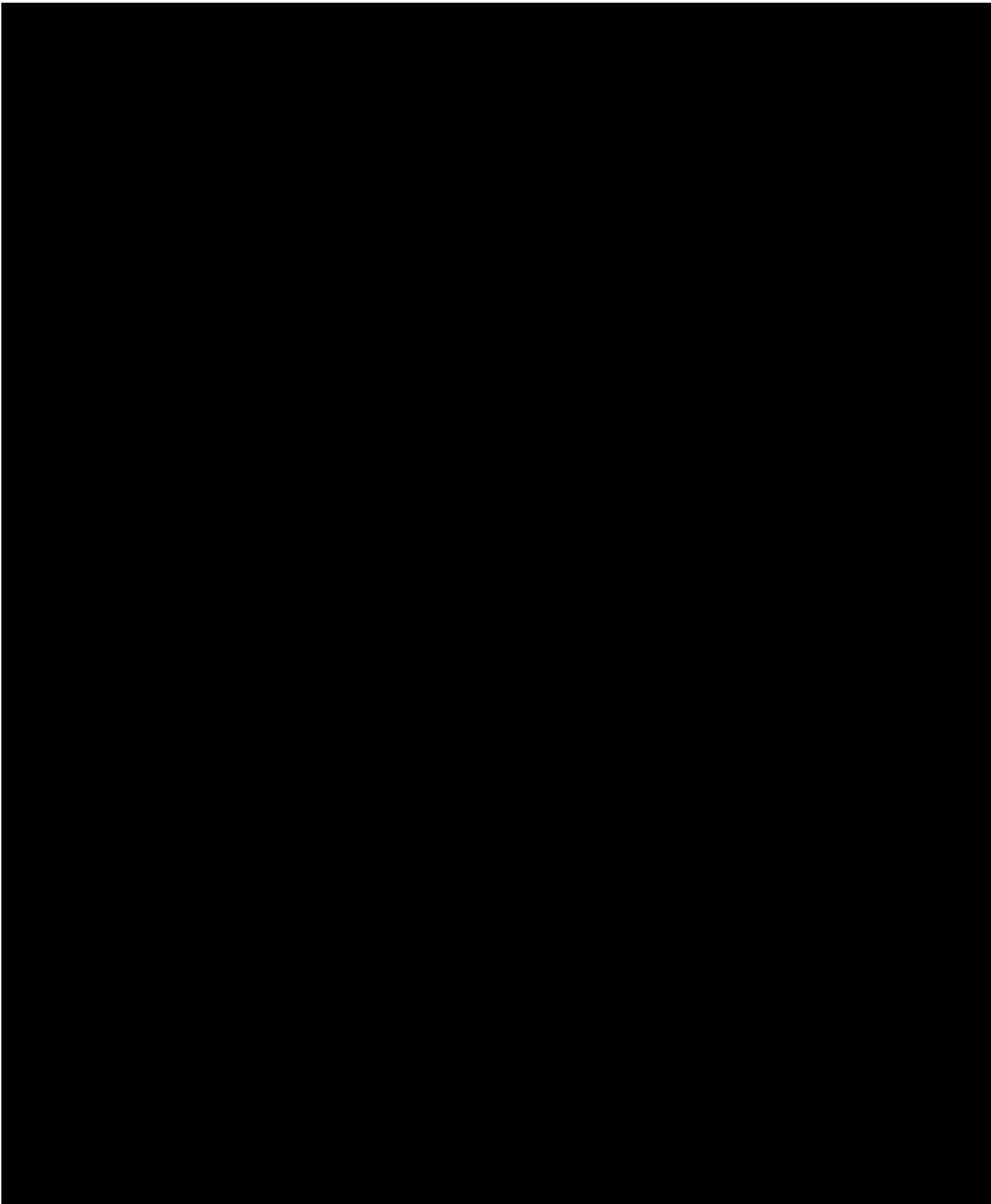
Testing Acknowledgement:

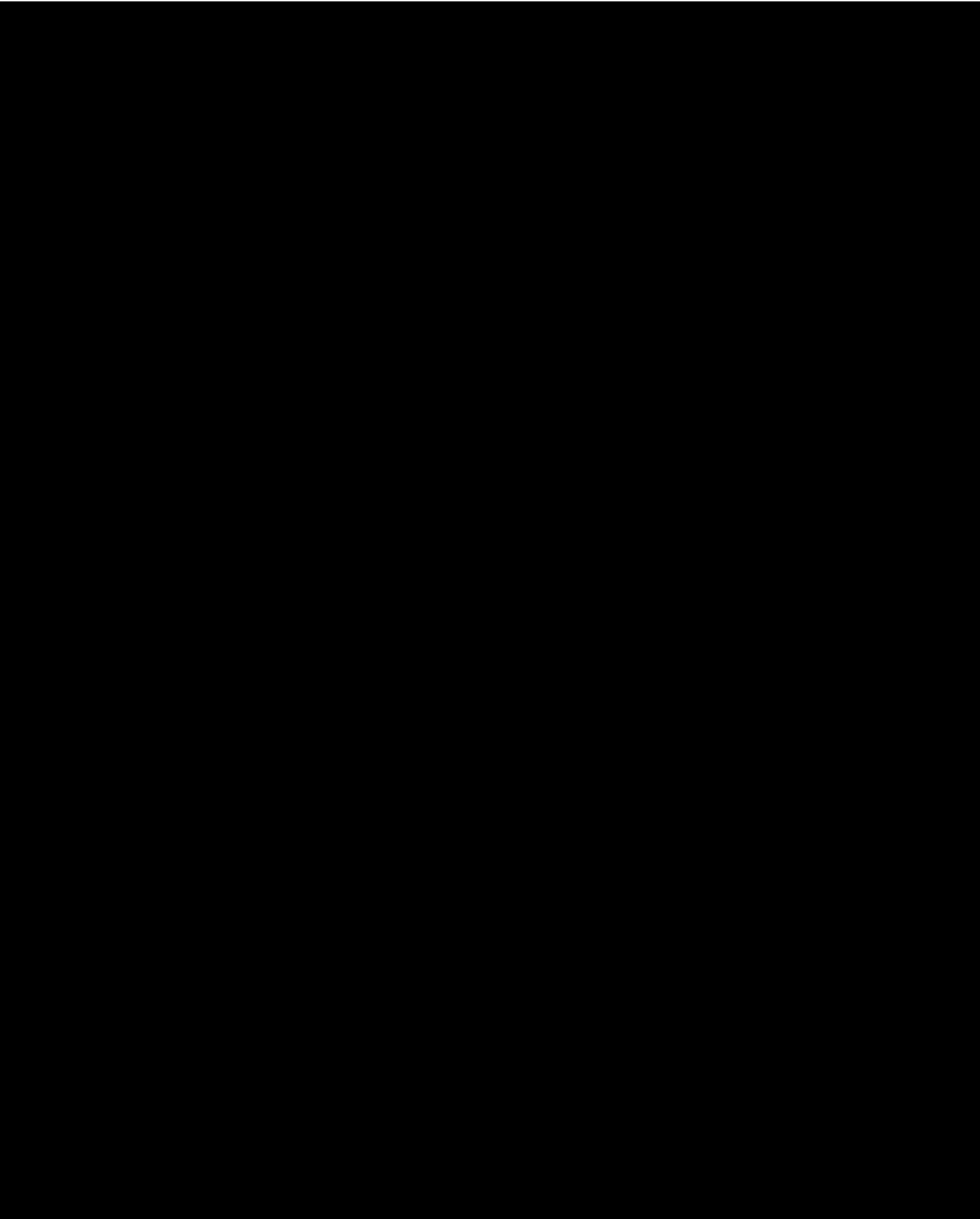


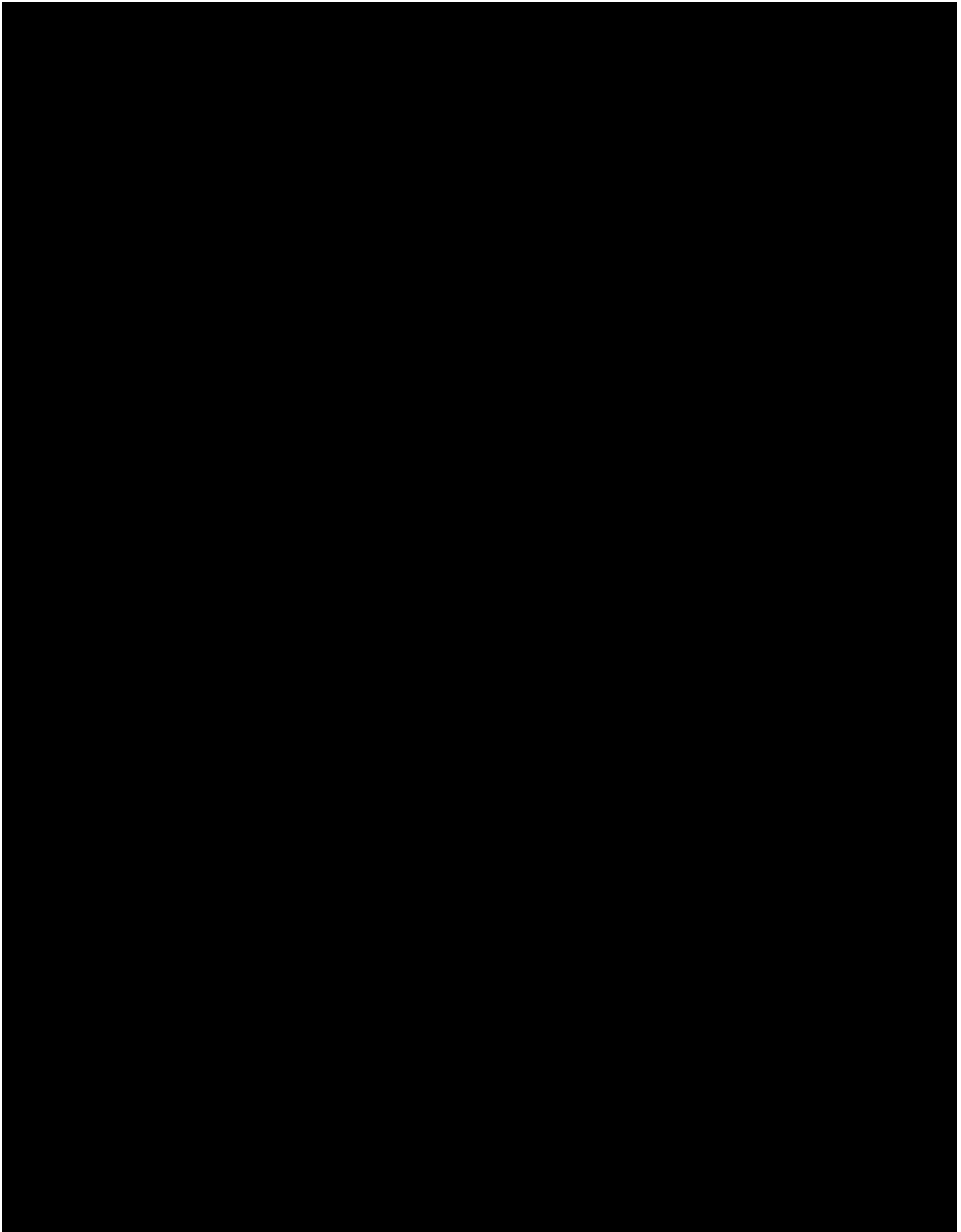


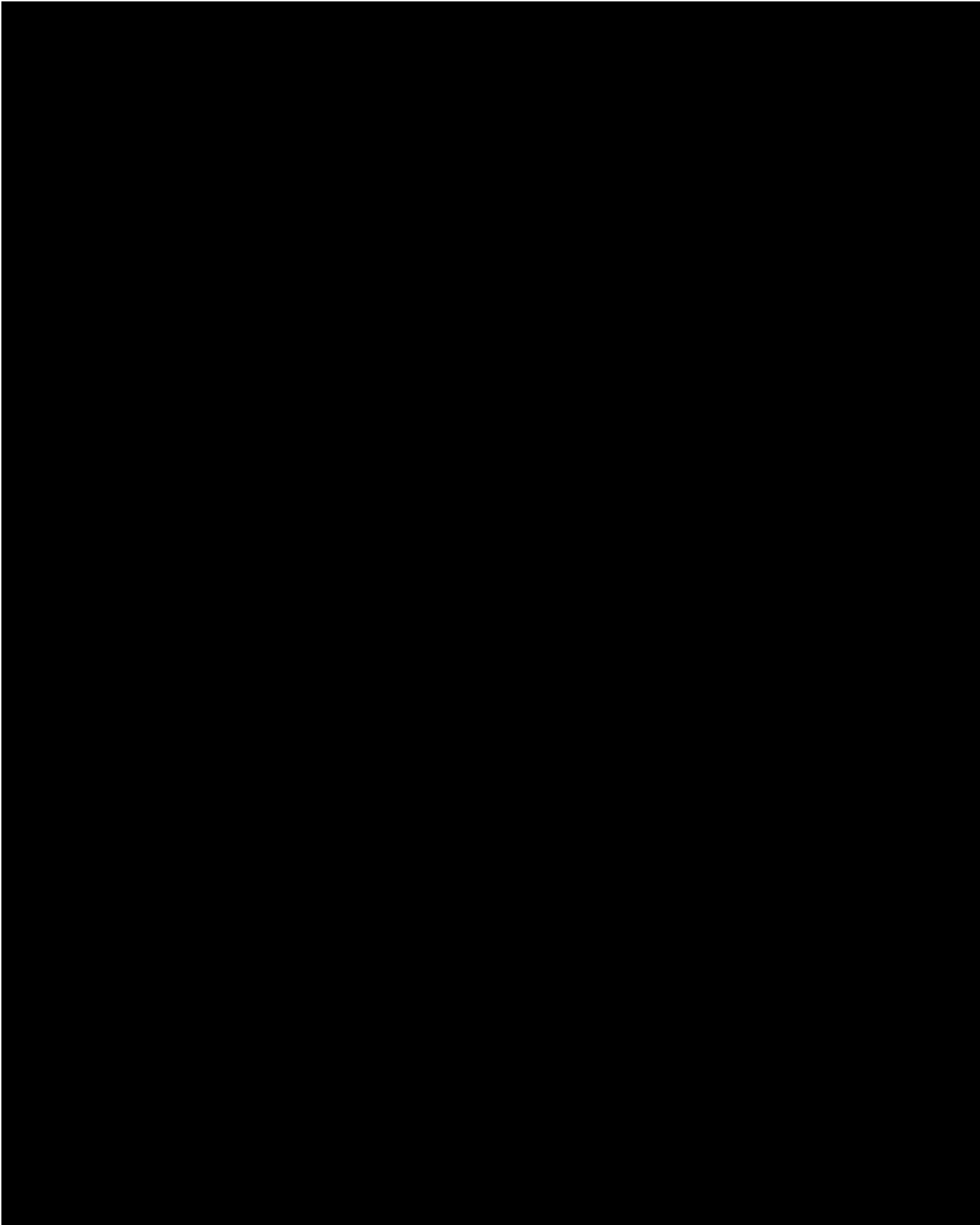
In House Material Testing and Sampling:

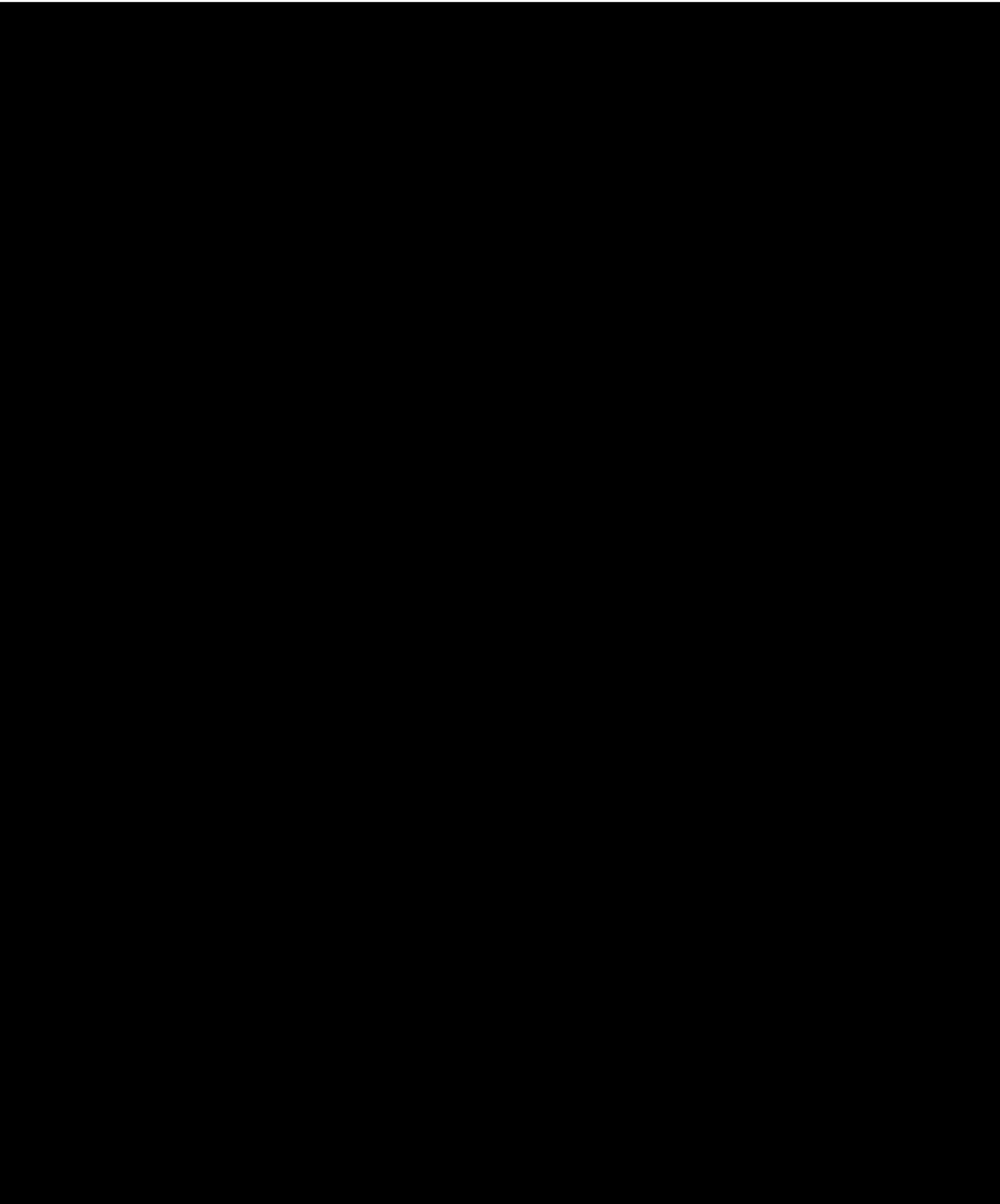


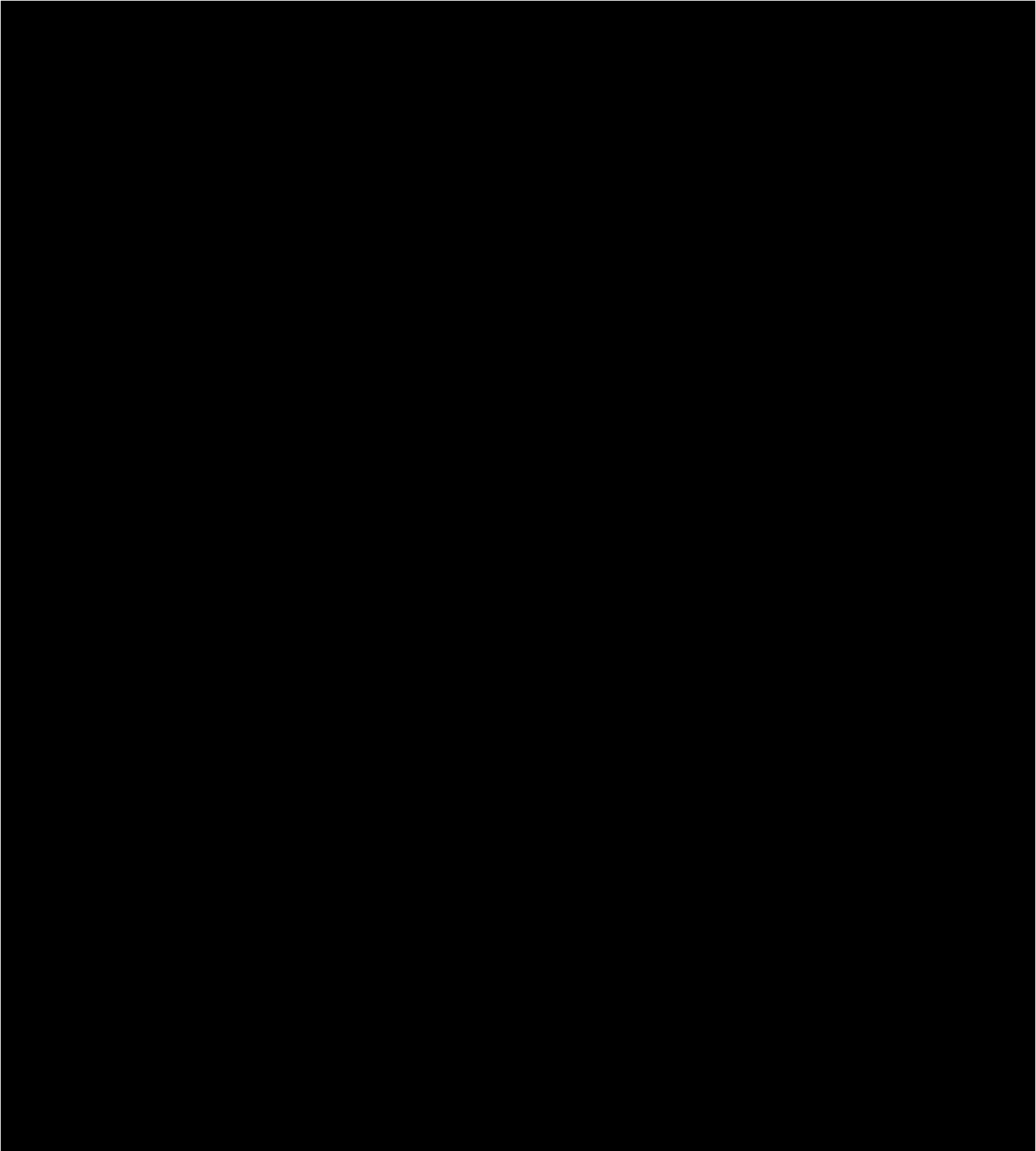












Grounds/Authority for Redactions: Protected as a Trade Secret pursuant to the Alabama Trade Secrets Act, Ala. Code § 8-27-1 et. seq. Please see additional comments in the attached Redaction List.

Exhibit 40 – Contamination and Recall Plan

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

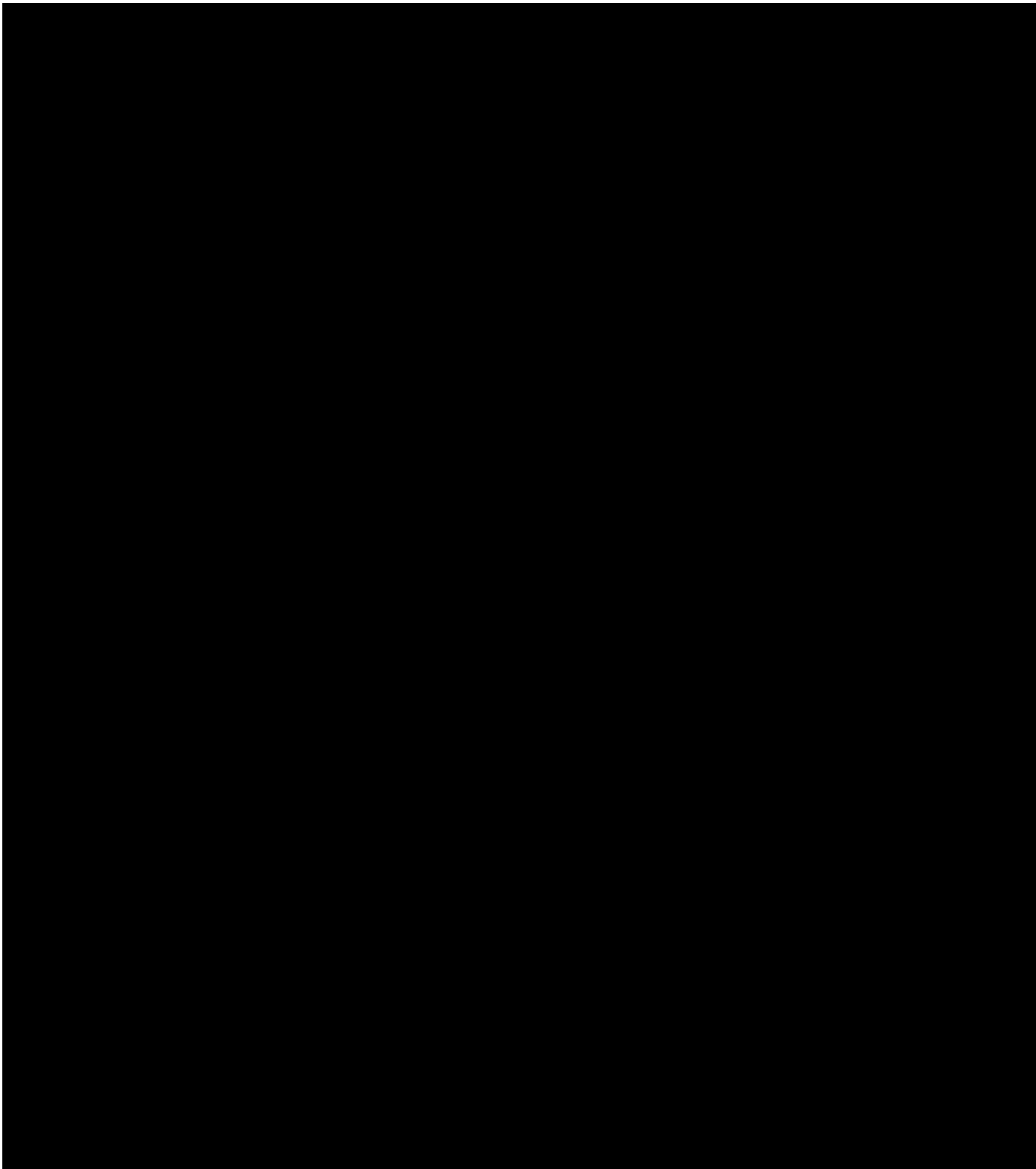
Title of Verifying Individual

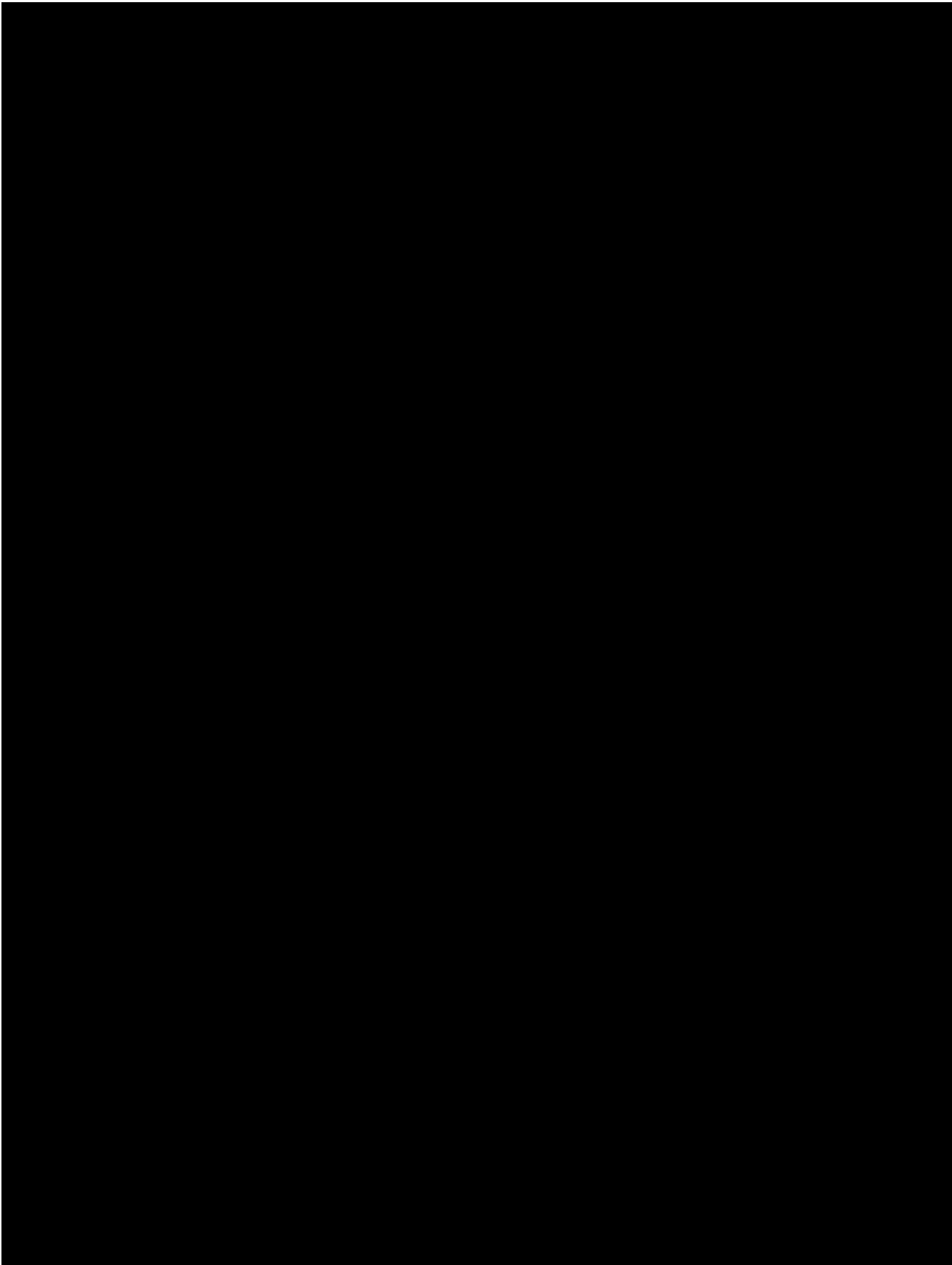
December 30, 2022

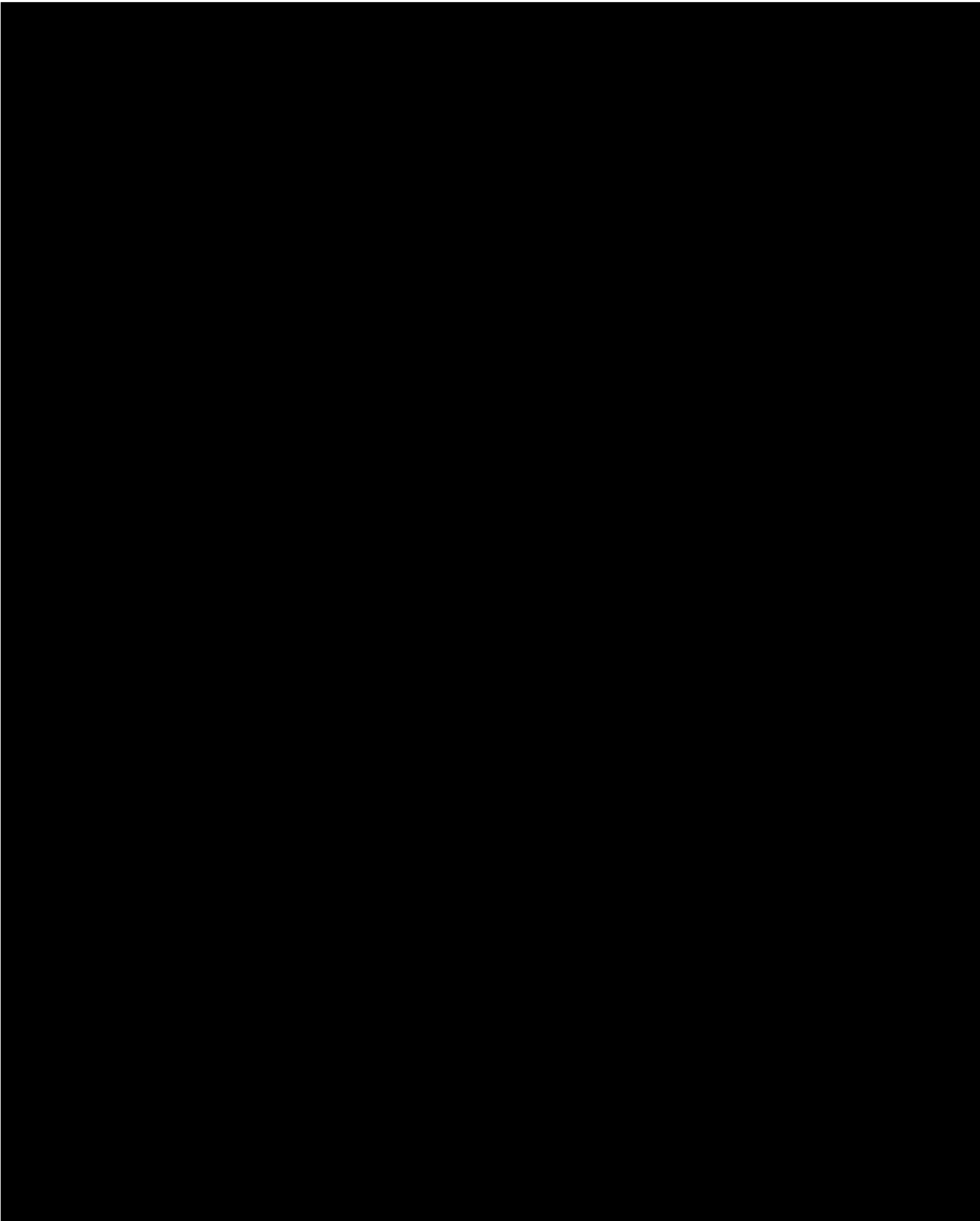
Verification Date

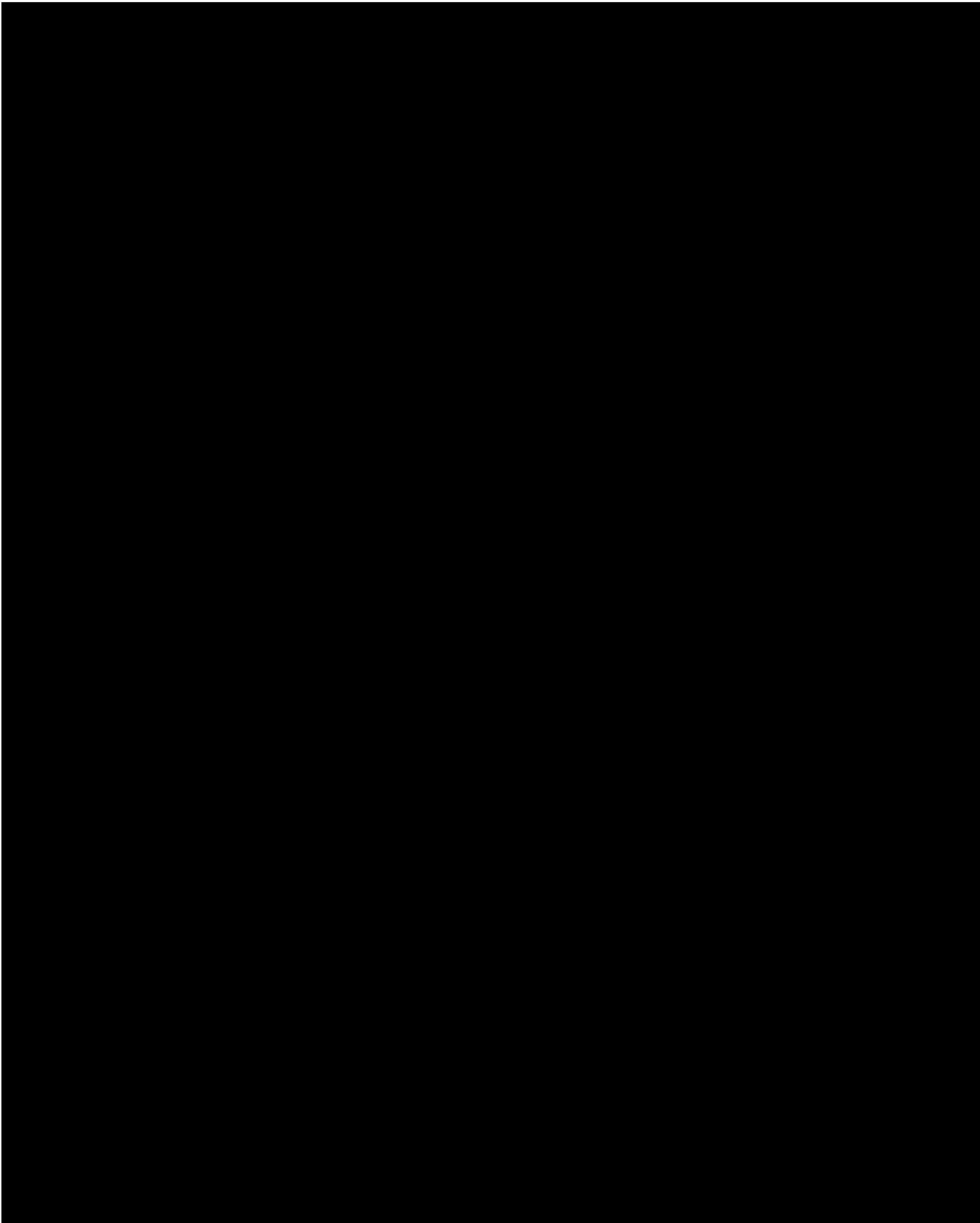
Exhibit 40 – Contamination and Recall Plan

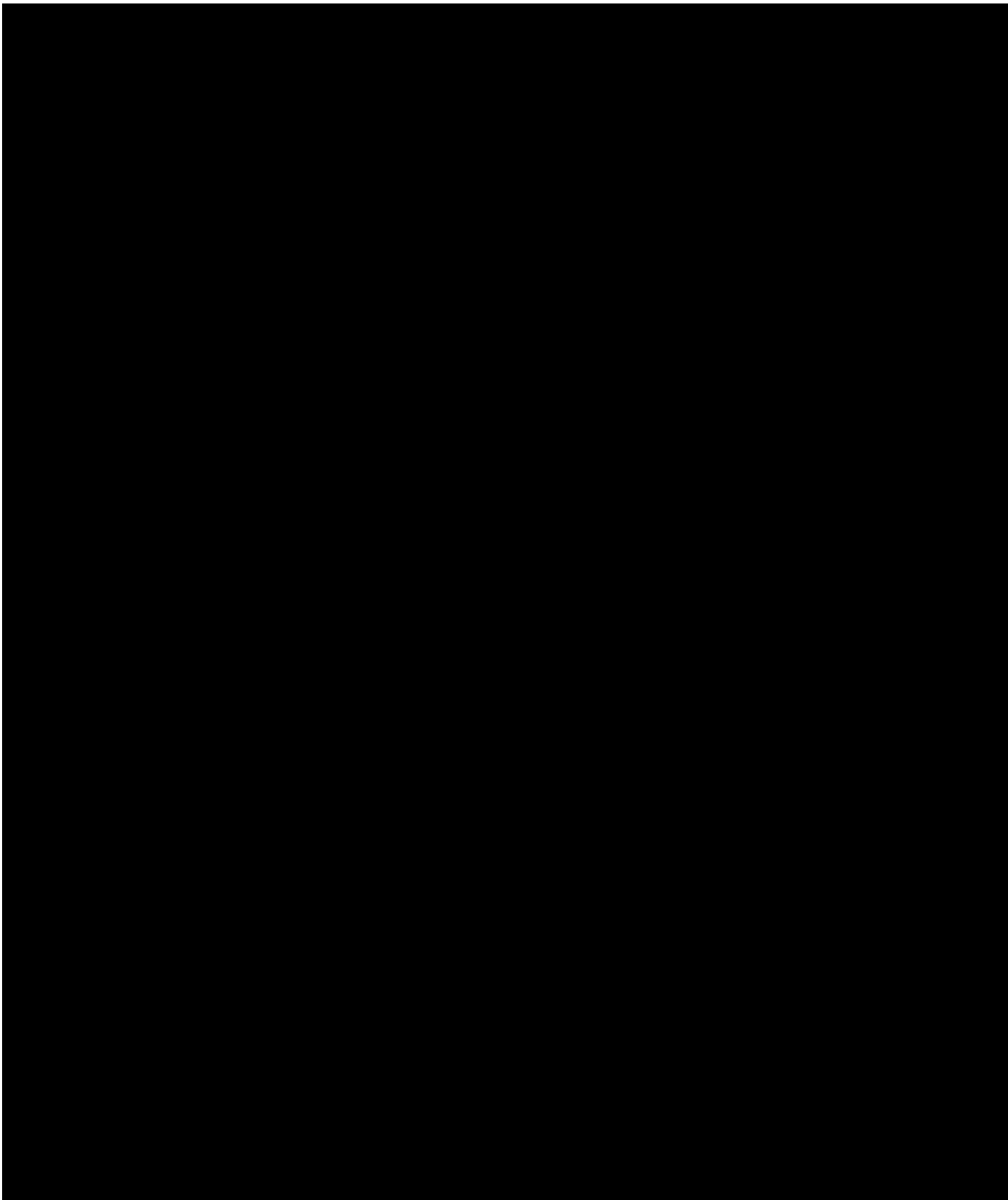
The Applicant must provide a detailed contamination and recall plan that will be followed in the event one or more of its products, including any lots or batches thereof, is determined to require recall.

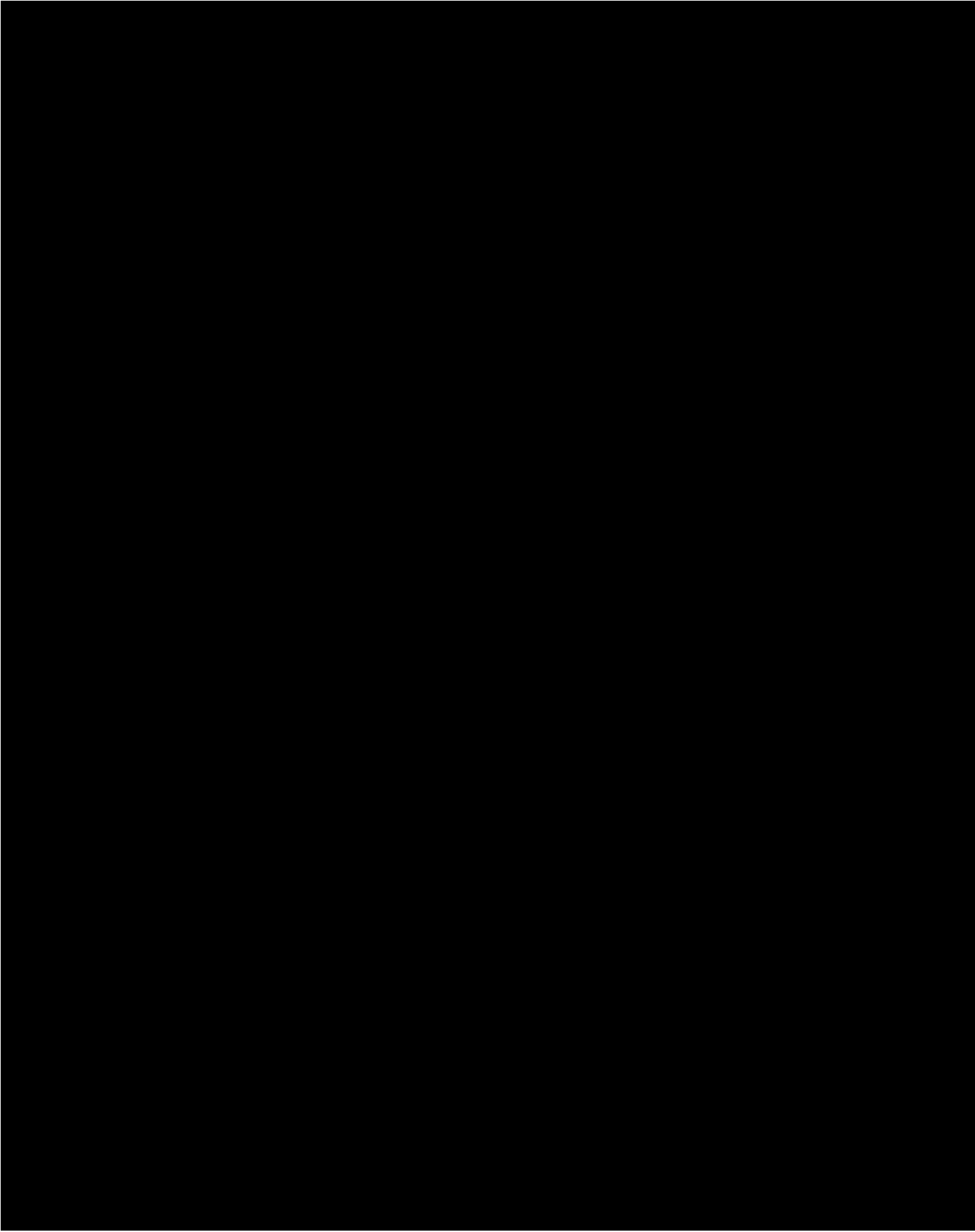


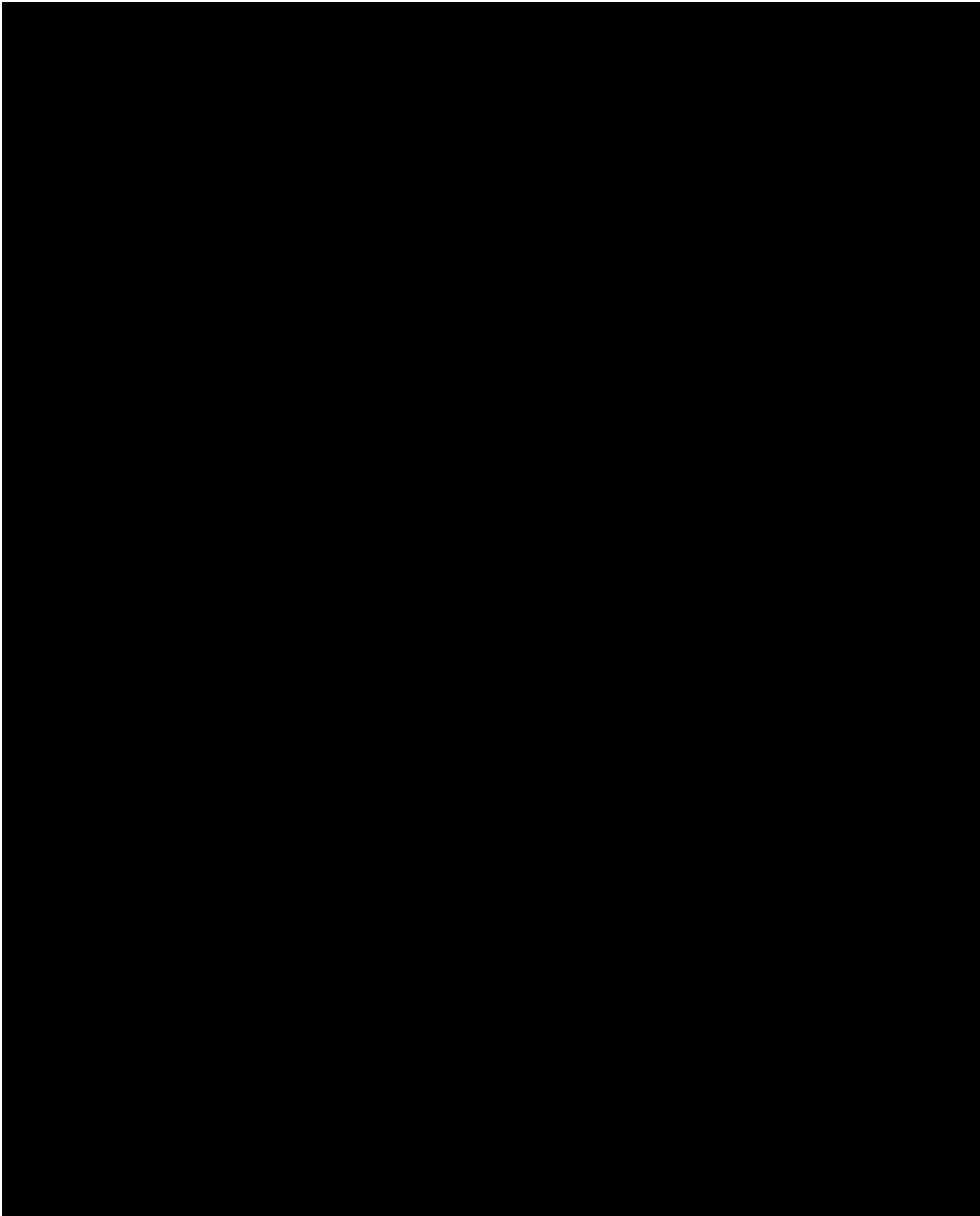


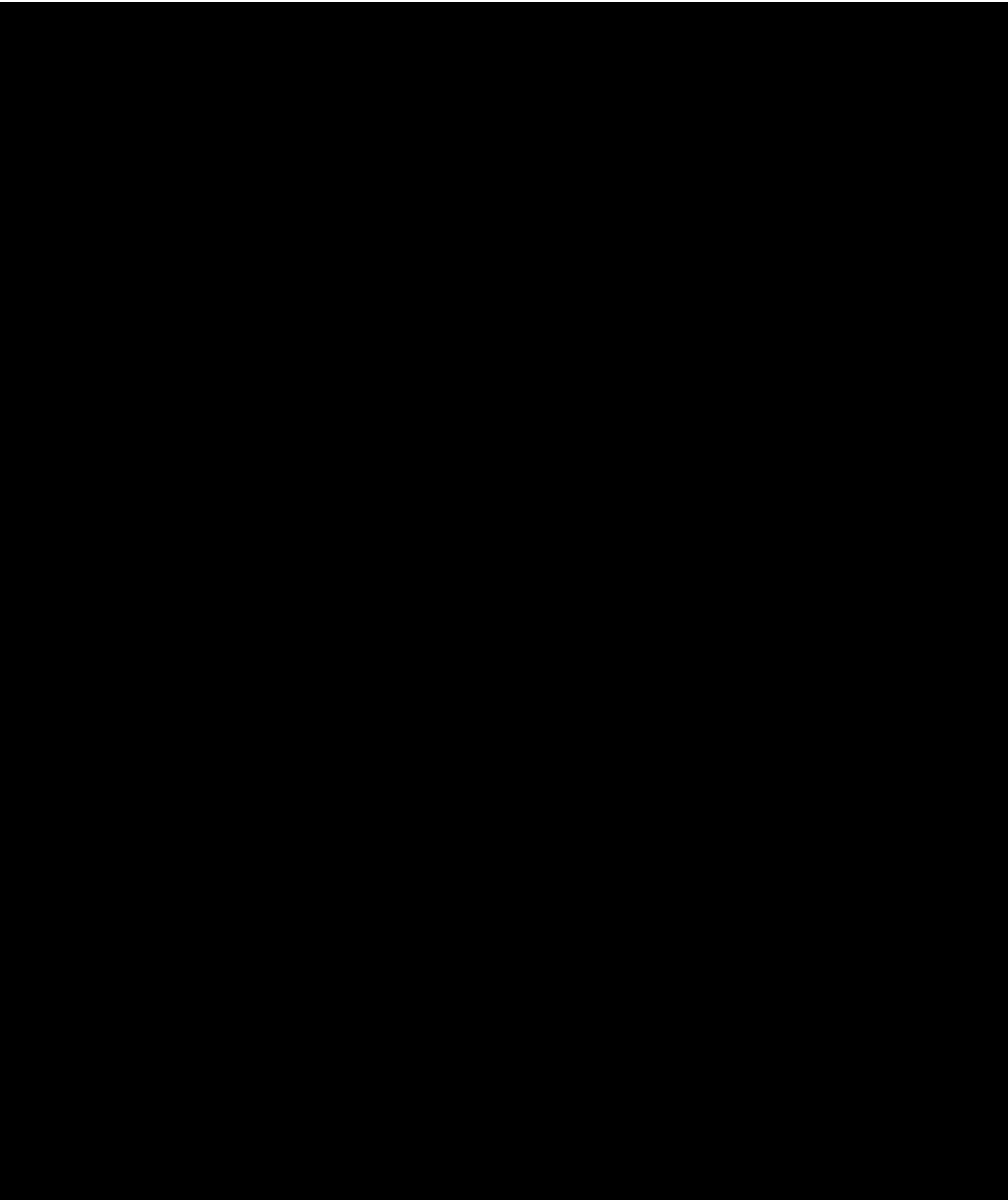


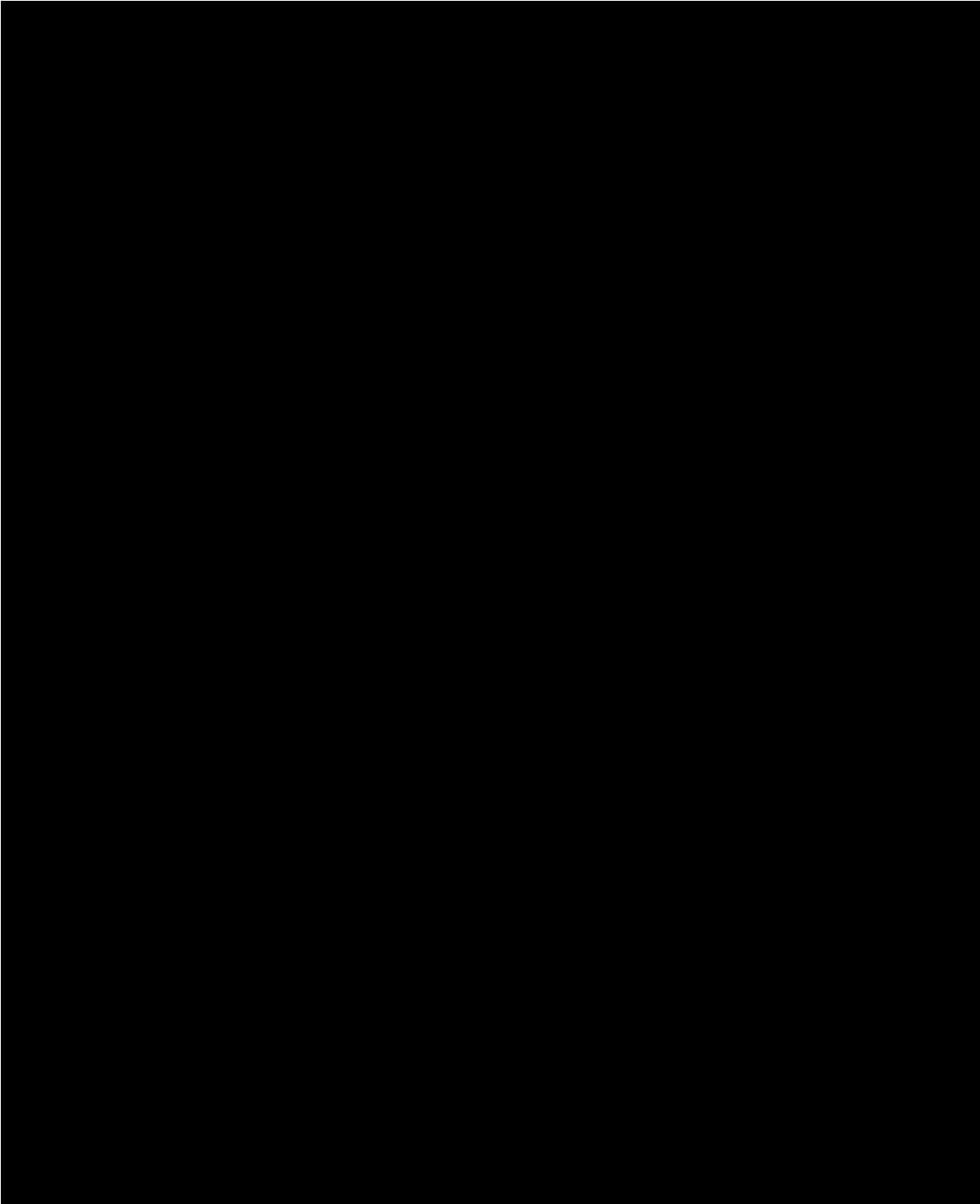












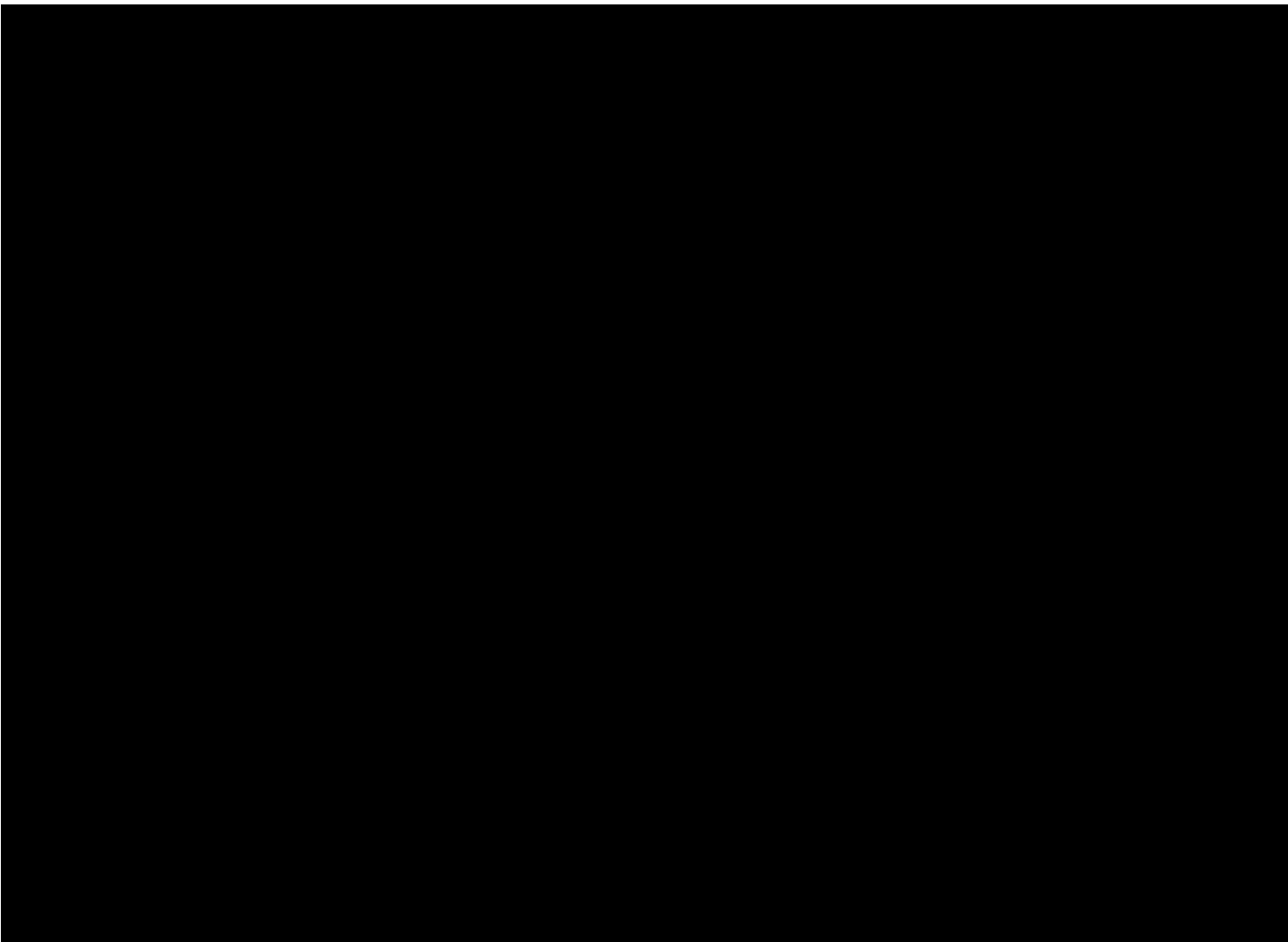


Exhibit 41 – Marketing and Advertising Plan

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 41 – Marketing and Advertising Plan

Section 41.1: Any proposed logos, branding, messaging, or other marketing or advertising communications, either in-house (e.g., in displays or on video monitors installed in the dispensing site) or providing exemplars of any specific advertisements.

Flowerwood Medical Cannabis, LLC is applying for an Integrated Facility license. Our proposed dispensing site and medical cannabis product brand is flowerMEDiC. We have developed the below proposed logos for Flowerwood Medical Cannabis and for the flowerMEDiC brand:



In addition to the above brand name and logo designs, we have developed the following brand messaging: “Cultivating Relief for Alabama”; Grown by Alabamians for Alabama”; and “Farm to Patient”.

The primary focus of our branding and messaging will be on patient and physician education rather than on brand or product promotion. Indeed, the three primary goals of our branding and marketing strategy are: 1) educating Alabama eligible and qualifying patients on the medical cannabis program; 2) educating certifying physicians on the medical cannabis program; and 3) building awareness for which allowable forms will be offered under the flowerMEDiC brand as well as for the locations of our dispensing sites. We will primarily focus our efforts on the geographic regions within a 30-mile radius of our proposed dispensing sites in Loxley, Mobile, Montgomery, Gadsden, and Monroeville but plan to hold seminars for doctors and caregivers, and participate in other medical cannabis educational events, throughout the state. Again, the focus of these events will be on educating medical professionals on the medical cannabis program (e.g., qualifying conditions, allowable forms, dosage requirements, etc). We plan to hold a series of patient education events as well that will also cover the steps patients must take to obtain a medical cannabis card as well as tips for the safe consumption of medical cannabis. Our seminars and patient education events will be led by physician members of our Medical Advisory Board and by one or more of our Certified Dispensers. Physician, caregiver, and patient education will also be the focus of our managed flowerMEDiC social media and website content. In terms of social media, we will focus on efforts on Facebook, Instagram, and YouTube.

As required by 538-x-4-.17-3, we will not use a name, logo, sign, advertisement or other marketing campaign or program unless the same, including all related materials, have been submitted to and approved by the Commission. Further, we will not place or maintain, or cause to be placed or maintained, an advertisement of medical cannabis or any related product, in any of the following ways: a) within 500 feet of the perimeter of a prohibited facility or any business or organization where, in the opinion of the Commission, the placement of the advertisement targets or is attractive to minors; b) in a billboard; c) on a radio or television broadcast, including a system for transmitting visual images and sound that are reproduced on screens, and includes broadcast, cable, on-demand, satellite,

cinema, social media, or another internet-based platform; d) on any handheld or other portable sign; e) with respect to public places, on a brochure, handbill, pamphlet, leaflet, or flyer directly handed, deposited, fastened, thrown, scattered, cast, or otherwise distributed to any person; f) left upon any private property without the consent of the property owners; g) on or in a vehicle, public transit vehicle, or public transit shelter; or h) on or in a publicly owned or operated property. 538-x-4-.17-5.

In addition, as required by 538-x-4-.17-6 and our standard operating procedures for advertising and marketing, any name, logo, sign, advertisement, or other marketing campaign or program of or on behalf of our Company, regardless of the medium, will not:

- a. Include reference to, or be accompanied by, any image bearing a resemblance to a cartoon character or of any individual (actual or fictional) more than fifteen percent (15%) of whose audience is, or should be reasonably anticipated to be, composed of minors;
- b. Market, distribute, offer, sell, license, or cause to be marketed, distributed, offered, sold, or licensed, any apparel or other merchandise related to the sale of medical cannabis;
- c. Suggest, by direct or indirect reference, a relationship to edibles (including candy, cookies, brownies, cakes, and the like) or beverages;
- d. Include designs or other presentational effects that are commonly used to target minors;
- e. Suggest or otherwise indicate that the product or entity in the advertisement has been approved or endorsed by the Commission, the State of Alabama or any person, entity or agency associated with the State of Alabama;
- f. Advertise in a manner that is inconsistent with the medicinal and approved use of medical cannabis;
- g. Encourage the use of medical cannabis for a condition other than a qualifying medical condition;
- h. Contain any statement, design, representation, picture, or illustration that contains or communicates:
 - i. False or misleading statements;

- ii. Names other than the registered name of the licensee's registered business name or an approved d/b/a, or the registered name of medical cannabis or related products;
- iii. A depiction of cannabis plants or any part thereof, except with respect to:
 - 1. Signs, displays and marketing material provided inside a dispensing site, including but not limited to brochures or other written materials provided directly to patients and caregivers within the sales area of a dispensing site, or
 - 2. On a website maintained by the licensee for the exclusive use of patients and caregivers.
- iv. Slang terms and similar references, including words or depictions directly or indirectly referring to, unlicensed uses of cannabis;
- v. Disparagement of a competitor's products;
- vi. Obscene, indecent, or profane statements or depictions, or
- vii. Statements as to the health benefits or therapeutic benefits of cannabis or medical cannabis, and statements as to the safety or efficacy of cannabis or medical cannabis unless supported by substantial clinical data.

Physical Branding Features: Per 538-x-4-.17-8, we will not: a) display external signage larger than sixteen inches in height by eighteen inches in width that is not attached to the entity's permanent structure or vehicle; b) illuminate a sign advertising a medical cannabis product or strain at any time; c) sell or otherwise distribute clothing, apparel, or wearable accessories, unless such sale or distribution is to an employee for purposes of identification while at the licensed facility; d) Advertise medical cannabis brand names or utilize graphics related to medical marijuana on the exterior of any building or vehicle operated by the licensee; and e) display medical marijuana, medical marijuana products, or medical marijuana paraphernalia that is visible from the exterior of the facility.

Section 41.2: Any specific media outlets or platforms where the marketing or advertising campaigns or programs will be utilized.

Our focus will be on educational content on the flowerMEDiC website and Facebook, Instagram, and YouTube social media platforms. In terms of providing the qualifying patient population with information related to the location of our dispensing sites and to

the product forms available at those dispensing sites, we may work with targeted media companies like Cannabx, Datamatch, or Acuity to help us identify the outlets or platforms that medical cannabis patients in Alabama will most likely engage with.

Section 41.3: *The identity of any media outlet or third-party individual or entity who is projected to play any role in the Applicant’s marketing or advertising efforts, and copies of all contracts or contract forms proposed for use, if any, between itself and such media outlet or third-party individual or entity.*

Our branding and marketing efforts will be primarily in-house. We do not currently have any contracts or contract forms with any media outlet or third-party individual or entity projected to play a role in those efforts.

Section 41.4: *Virtual renderings of all packaging to be provided by the Applicant, demonstrating the size, color, logo, artwork, or statements appearing on the packaging, as well as all child-resistant, tamper-evident, or other safety features, demonstrating conformity with the Act and the AMCC Rules.*

Proper packaging is an important and necessary part of overall product safety. Our Company’s Integrated Facility packaging protocols and standard operating procedures (“SOPs”), based on best practices from the pharmaceutical industry, not only meet all of the requirements of 538-x-6-.05 Labeling and Packaging by Processors, but are also designed to meet the minimum requirements outlined in the “special packaging” standards of 16 CFR §1700.15 (Poison Prevention Packaging Standards), as well as the Consumer Product Safety Commission standards referenced by 15 U.S.C. §§1471-1477 (the Poison Prevention Act).

As such, all approved medical cannabis products will be packaged and sealed in a safe and hygienic manner, and all will be packaged in individually labeled (labeling standards described below) containers of a size suitable for sale to individual patients by a dispensing site. Pursuant to 538-x-6-.05(a) and (b), all packaging and containers will be child-resistant and tamper-evident. Child-resistant packaging will include, where appropriate for the product, lids that must be pushed down on while being turned counterclockwise to open. Tamper-evident packaging will include, where appropriate for the product, single serving packaging, and each packed and labeled container will be sealed with a wrapper that clearly and obviously reveals if the seal has been broken. The

wrapping will be made of transparent plastic so there is an unobstructed view of the label and it will be sufficiently heavy so as to require scissors for opening.

Further, all packaging and containers will be designed to minimize appeal to children and will not in any way be attractive to minors. 538-x-6-.05(d) and (e). Pursuant to 538-x-6-.02, this includes, but is not limited to, strictly prohibiting all forms, designs, packaging, receptacles, devices, labeling, or branding of any kind that contains, features, resembles, and/or includes:

- a. Cartoons, including artistic, caricature or similar renderings;
- b. Toys;
- c. Products available for consumption as a commercially available candy;
- d. Realistic or fictional characters whose target audience is primarily composed of minors;
- e. Media that has as an audience demographic composed of greater than 15% minors;
- f. Likenesses or images of minors, animals, or fruits;
- g. A non-cannabis consumer product of a type that is commonly marketed to minors;
- h. Symbols or words commonly used to market products to minors, are commonly associated with minors, or refer to products commonly marketed to minors; or
- i. Celebrities whose audience or following is substantially composed of greater than 15% minors.

All packaging and containers (or labels) will also be required to identify the processor and/or integrated facility that manufactured the product and the type of product contained therein (538-x-6-.05(c)), and must not contain any false statement or statements that advertises health benefits or therapeutic benefits of medical cannabis. 538-x-6-.05(f).

Packaging Security: Per our Standard Operating Procedures, all packaging activities will take place in view of surveillance cameras and under the supervision of either the Inventory Control Manager or the Director of Security to ensure that each step in the process is carried out in accordance with those SOPs and with pharmaceutical industry best practices. All packaging and containers themselves must be inspected prior to use and again after approved medical cannabis products have been placed inside to ensure the

quality and integrity of the item. Any packaging or containers that are found to be unfit or unsafe will be discarded immediately and a suitable replacement will be utilized instead.

Packaging Hygiene: To further ensure the quality and integrity of our products, and in order to promote the sanitary handling of all medical cannabis products, authorized Inventory Control employees will be required to use powder-free nitrile gloves and wear a standard lab coat, hairnet, and mask when handling products during the packaging, labeling, and sealing process so as to prevent the possibility of human contamination of the exposed medical cannabis product. After use, all utensils used in the packaging process will be sterilized.

Final Packaging Inspection: During the staging process prior to transportation, Inventory Control employees will carefully inspect all product packaging to ensure compliance with all applicable Alabama rules and regulations as well as with the Company's internal quality control standards. Any packaging that fails to meet these standards will be rejected and replaced with a compliant version.

Our Company has developed product packaging and labeling that complies with all relevant rules and regulations in Alabama, including, but not limited to, Rule 538-x-6-.05.

Examples of this compliant packaging and labeling can be found below. This includes virtual renderings of packaging that demonstrates the size, color, logo, artwork, and statements appearing on the packaging. It also includes examples of containers that incorporate fully compliant child-resistant, tamper-evident, and other safety features described above.

Section 41.5: *Exemplars of all proposed labeling, including labels on packaging, on containers and any inserts to be included in any packages, demonstrating conformity with the Act and the AMCC Rules.*

Pursuant to 538-x-6-.05(2), and our Company's Standard Operating Procedures, all packages of medical cannabis will be labeled as follows:

- a. Labels must be securely attached to or imprinted on the accompanying packaging.
- b. Labels must be clear and contain print of a size and quality so as to be legible to the average patient or caregiver with a sixth-grade education.

- c. Labels must identify the type of product (pills, tinctures, transdermal patches, etc.).
- d. Labels must contain lot and batch numbers.
- e. Labels must contain the name of and a license identification number for the Cultivator.
- f. Labels must contain the name of and a license identification number for the Processor.
- g. Labels must identify the cannabinoid content and potency of the product.
- h. Labels must identify the amount, number or count of the product in the package on which they are attached.
- i. Labels must contain the universal state symbol approved by the Commission, printed in color at least one-half inch by one-half inch in size.
- j. Labels must contain the words “Keep out of reach of children.”
- k. Labels must contain a digital image or QR Code for purposes of tracking medical cannabis products and must interface with the Statewide Seed-to-Sale Tracking System.
- l. Labels, or if space is not available, a package insert, must contain the following: “WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.”
- m. Labels must not be attractive to minors.
- n. Labels must not contain any false statement or statement that advertises health benefits or therapeutic benefits of medical cannabis.
- o. At the time of labeling, Processors must provide QR Coding or other approved digital coding to identify, at a minimum, the following:
 - i. The Cultivator or Integrated Facility, by facility, from which the medical cannabis was sourced,
 - ii. The name of the Processor and the Processor’s facility of origin,

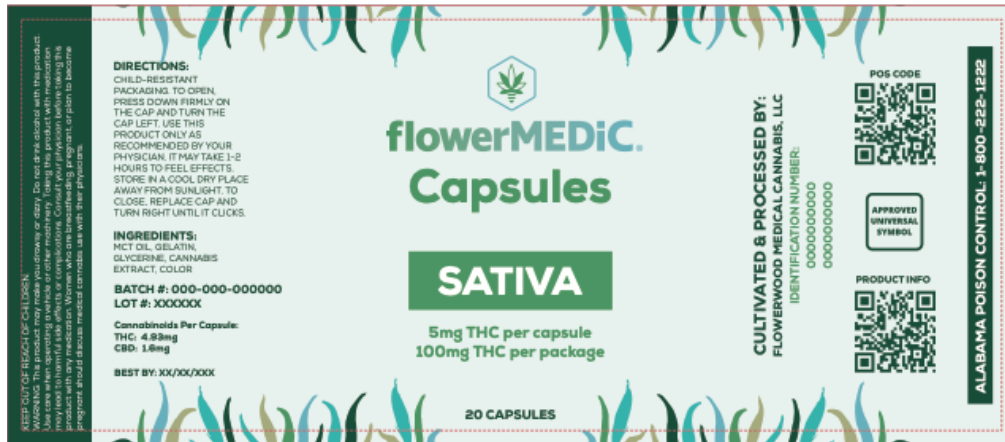
- iii. The type of product,
- iv. The date of processing and packaging,
- v. The date of the Processor's State Testing Laboratory approval,
- vi. The expiration date (or, if no expiration date, a notation that the expiration date does not apply), and
- vii. The Alabama Poison Control contact information as provided on the AMCC website.

Each label will be applied by a trained Inventory Control employee within view of a surveillance camera and under the supervision of the Inventory Control Manager. Labels will be made of weather-resistant and tamper-evident materials, and will be conspicuously placed on all packaging and/or containers. Labels will be inspected for quality control purposes at several key checkpoints in the packaging and distribution process, which includes at a minimum: 1) upon creation of the label and prior to affixing it to the applicable package/container; 2) prior to transfer to the Vault Room for storage pending transportation/distribution; 3) during staging and delivery preparation procedures; and 4) upon unpacking a shipment delivery at one of our proposed dispensing sites.

Flowerwood Medical Cannabis, LLC – Examples of Product Packaging and Labeling

Product Example 1: Capsules





Product Example 2: Tinctures





KEEP OUT OF REACH OF CHILDREN.
WARNING: This product may make you drowsy or dizzy. Do not drink alcohol with this product. Use care when operating a vehicle or other machinery. Taking this product with medication may lead to harmful side effects or complications. Consult your physician before taking this product with any medication. Women who are breastfeeding, pregnant, or plan to become pregnant should discuss medical cannabis use with their physicians.

DIRECTIONS:
CHILD-RESISTANT PACKAGING. TO OPEN, PRESS DOWN FIRMLY ON THE CAP AND TURN THE CAP LEFT. TO CLOSE, REPLACE CAP AND TURN RIGHT UNTIL IT CLICKS. USE THIS PRODUCT ONLY AS RECOMMENDED BY YOUR PHYSICIAN. IT MAY TAKE 1-2 HOURS TO FEEL EFFECTS. STORE IN A COOL DRY PLACE AWAY FROM SUNLIGHT.

INGREDIENTS:
MCT OIL, CANNABIS EXTRACT, NATURAL TERPENE BLEND, NATURAL FLAVORS & STEVIA EXTRACT

BATCH #: 000-000-000000
LOT #: XXXXXX

Cannabinoids Per mL:
THC: 6.7mg THCA: 1mg
CBD: 4mg CBDA: 1mg

BEST BY: XX/XX/XXX

flowerMEDiC.
Tincture

INDICA
100mg THC per package

NET WT. 15mL

CULTIVATED & PROCESSED BY:
FLOWERWOOD MEDICAL CANNABIS, LLC
IDENTIFICATION NUMBER:
0000000000
0000000000

POS CODE
[QR CODE]

APPROVED UNIVERSAL SYMBOL

PRODUCT INFO
[QR CODE]

ALABAMA POISON CONTROL: 1-800-222-1222

Product Example 3: Gelatinous Cube



Product Example 4: Topical

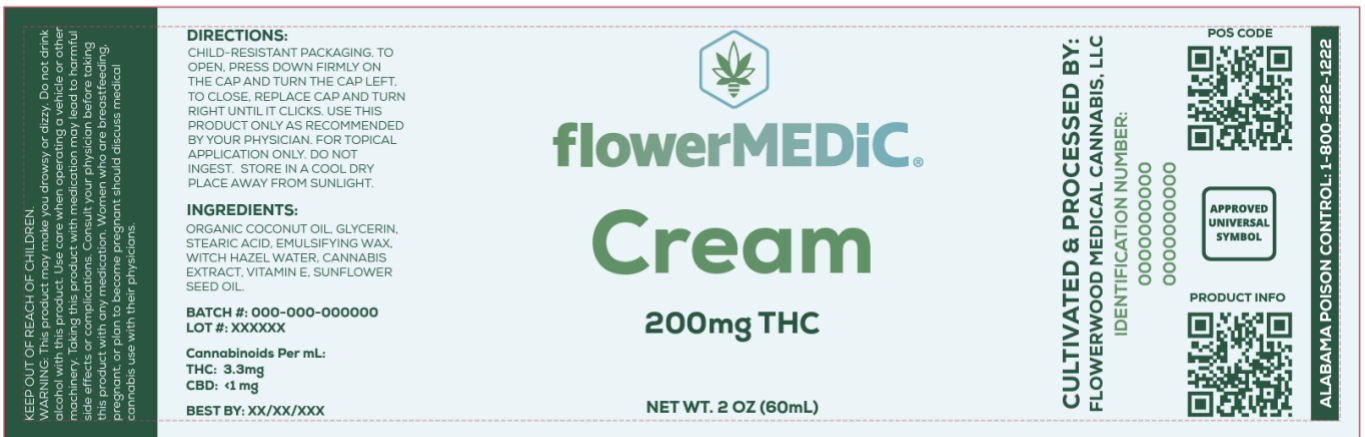
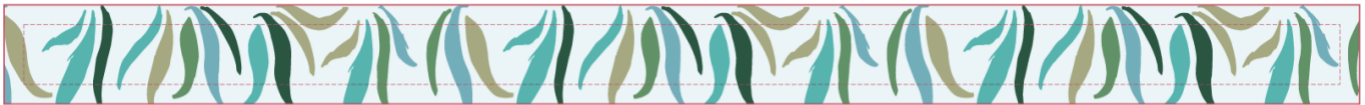


Exhibit 42 – Website and Social Media

Verification

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

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President and CEO

Title of Verifying Individual

December 30, 2022

Verification Date

Exhibit 42 – Website and Social Media

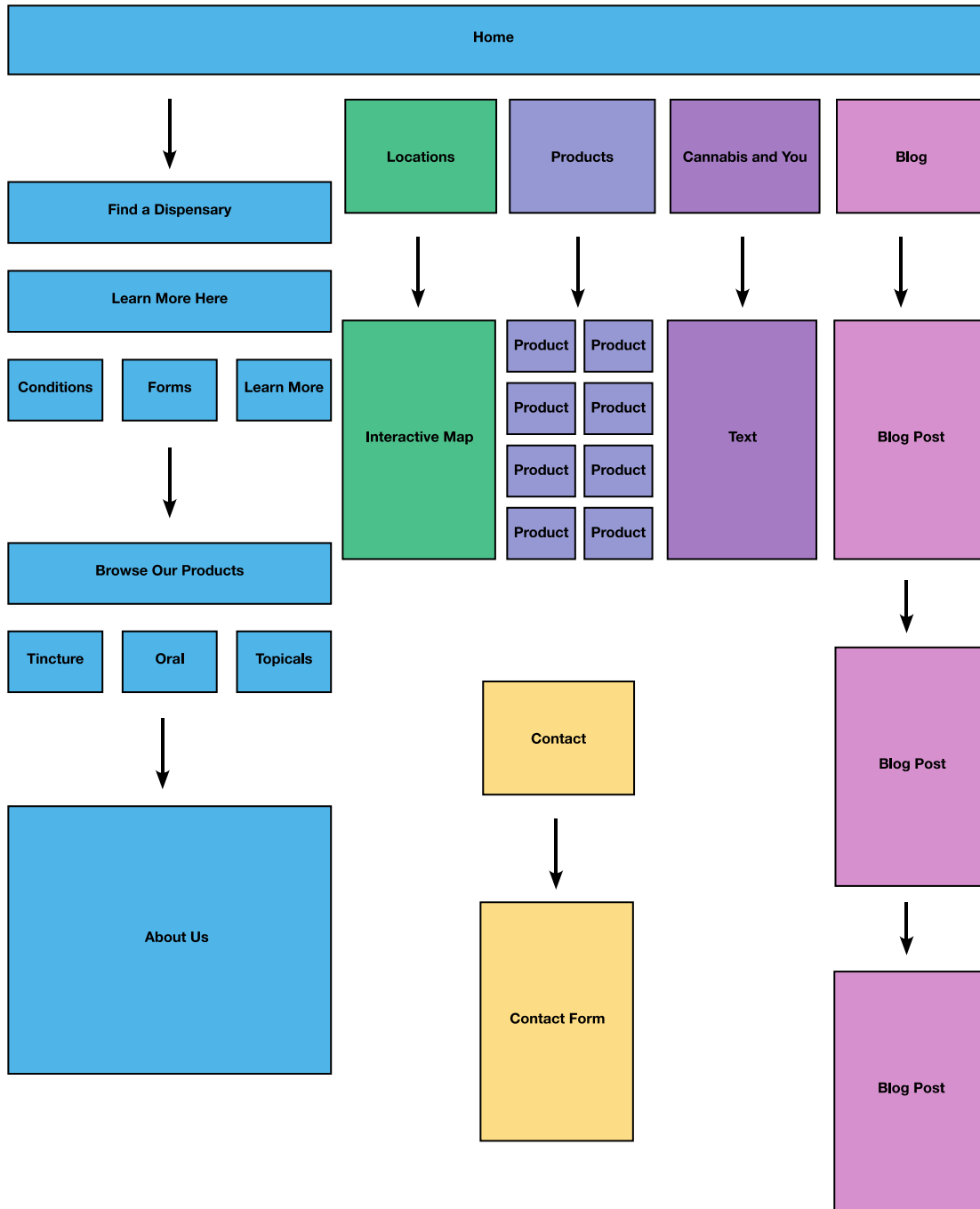
Section 42.1: A complete site map of each website owned or operated by the Applicant.

Flowerwood Medical Cannabis, LLC is applying for an Integrated Facility license. We have developed a website and a Facebook page for our proposed business. Below we provide a complete sitemap for the website as well as screenshots for each webpage that makes up the website. Please note that while the web address (www.flowermedic.com) is live, the website has not yet been made available to the public. More important, we will not make the webpage public unless we are awarded a license **and** have received Commission approval to do so.

As demonstrated in the sitemap and screenshots below, pursuant to 538-x-4-17-7, our website will only advertise the name, business address, contact information, and services provided by our Company. It will also require each user's affirmation that the user is not a minor before access to the website is granted. To be clear, our website is directed at educating qualifying patients and caregivers about the medical cannabis program in Alabama, including qualifying conditions and the allowable forms medical cannabis. We very much share and support the State's compelling interest to ensure that any advertising or marketing campaign related to or involving medical cannabis does not encourage, promote, or otherwise create any impression that cannabis is legal, therapeutic, or beneficial, except as specifically authorized by the Act and these Rules. 538-x-4-17-2. To that end, our website does not, and will not:

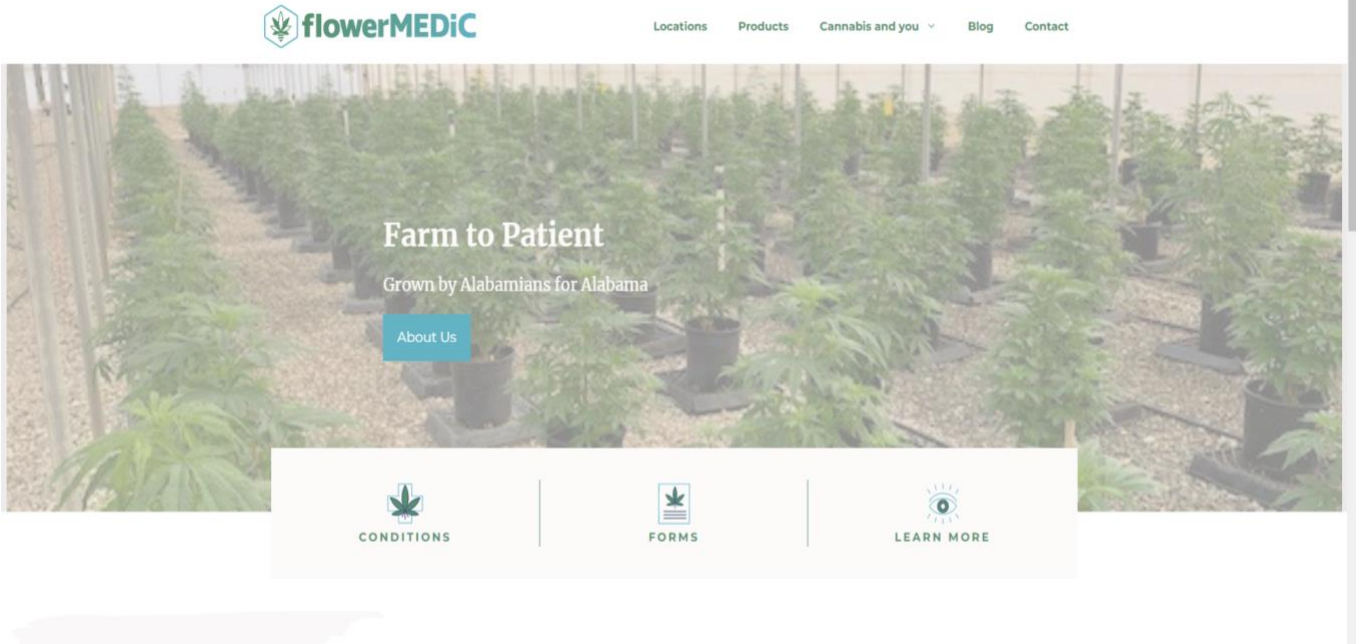
- a. Allow for direct engagement between or among consumers or consumer-generated content including, but not limited to, consumer reviews or testimonials;
- b. Provide a medium for website users to transmit website content to minors;
- c. Target a consumer group with a high likelihood of reaching or appealing to minors;
- d. Display or otherwise post content that has not been submitted to the Commission under paragraph 4 of this Rule, if such content has been created or produced within Alabama or is specifically targeted to or available only to Alabama residents;
- e. Transact business or otherwise facilitate a sales transaction to consumers or businesses; or
- f. Otherwise violate the Act or these Rules.

Flowerwood Medical Cannabis, LLC – Website Sitemap



Flowerwood Medical Cannabis, LLC – Website Screenshots

Screenshot 1: Homepage Image Above the Fold (Slider Image 1)



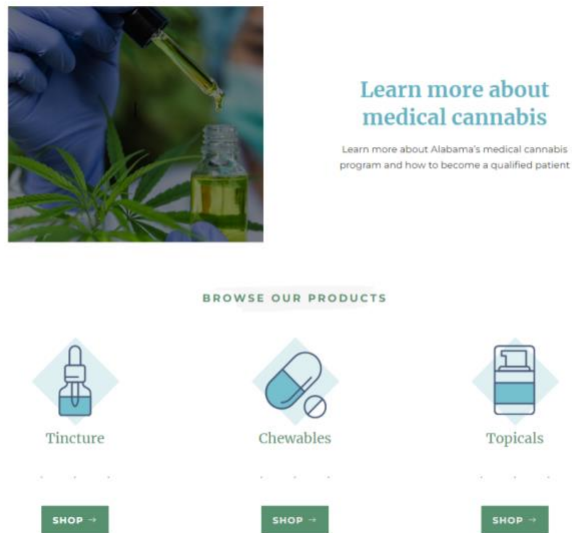
Screenshot 2: Homepage Image Above the Fold (Slider Image 2)



Screenshot 3: Homepage Image Above the Fold (Slider Image 3)



Screenshot 4: Homepage Image Below the Fold




Screenshot 5: About Us Page

85 Years of Growing History


Three generations of quality

Rooted in 85 years of Horticulture tradition and service to Alabama, FlowerMedic medical cannabis is grown by Alabamians for Alabamians. Our medical cannabis is grown on Flowerwood's 600-acre plant nursery located in Loxley, Alabama an area steeped in Agricultural history. Our growers apply the same focus on quality that has been honed over three generations of horticulture experience to medical cannabis growing. From cultivation to dispensing FlowerMedic's focus is on growing and delivering high quality, safe and affordable medical cannabis to the patients of Alabama.



Plant Based Relief

For qualified patients that have tried everything, there is now hope.



Farm to patient

Screenshot 6: Medical Cannabis Education Page

flowerMEDIC Locations Products Cannabis and you Blog Contact

Cannabis and you

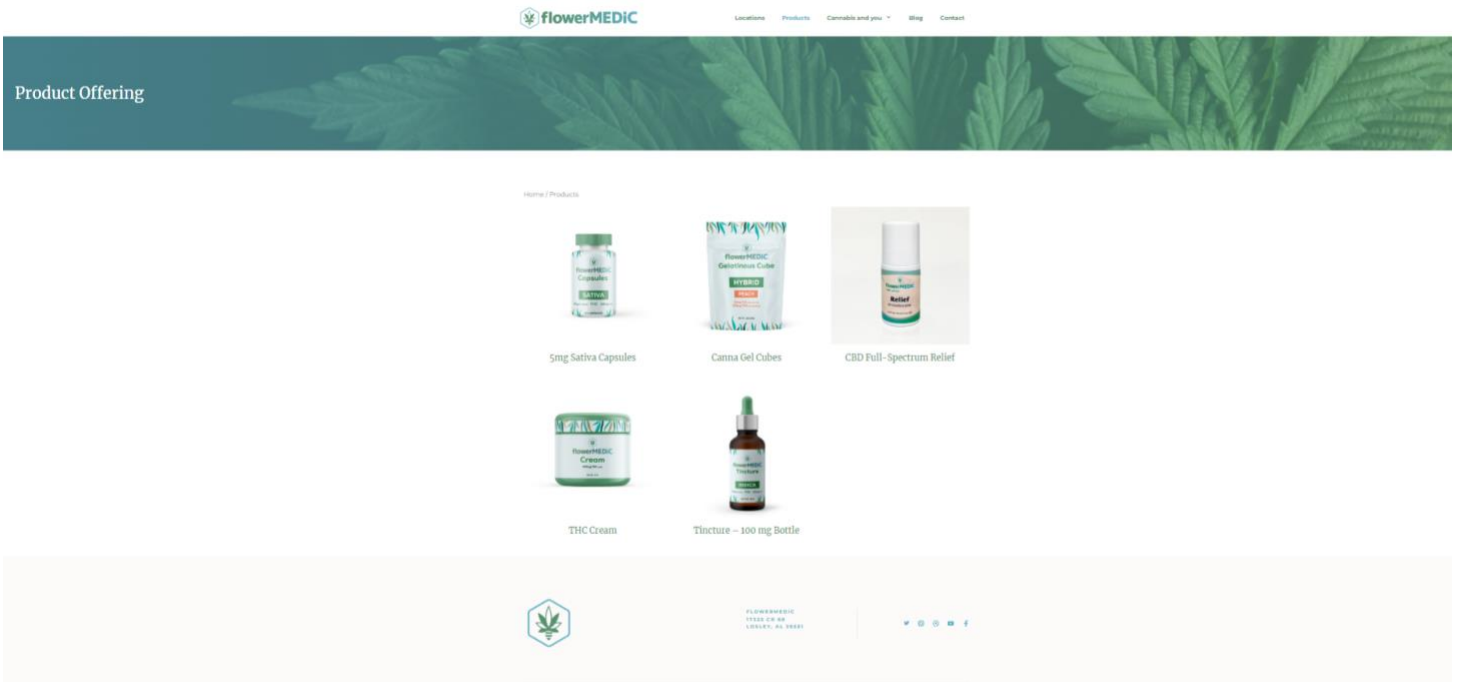
How do cannabis products affect the human body?
In order to answer this question, we must first understand cannabinoids, the endocannabinoid system, and terpenes.

What are cannabinoids?
Cannabinoids are chemical compounds found in the cannabis plant. THC, CBD, CBN, CBC, CBG and THCa are the most commonly sought after cannabinoids. There are over 100 unique active cannabinoids known to exist in the cannabis plant. Cannabinoids produce their effects by interacting with specific receptors, located within different parts of the central nervous system.

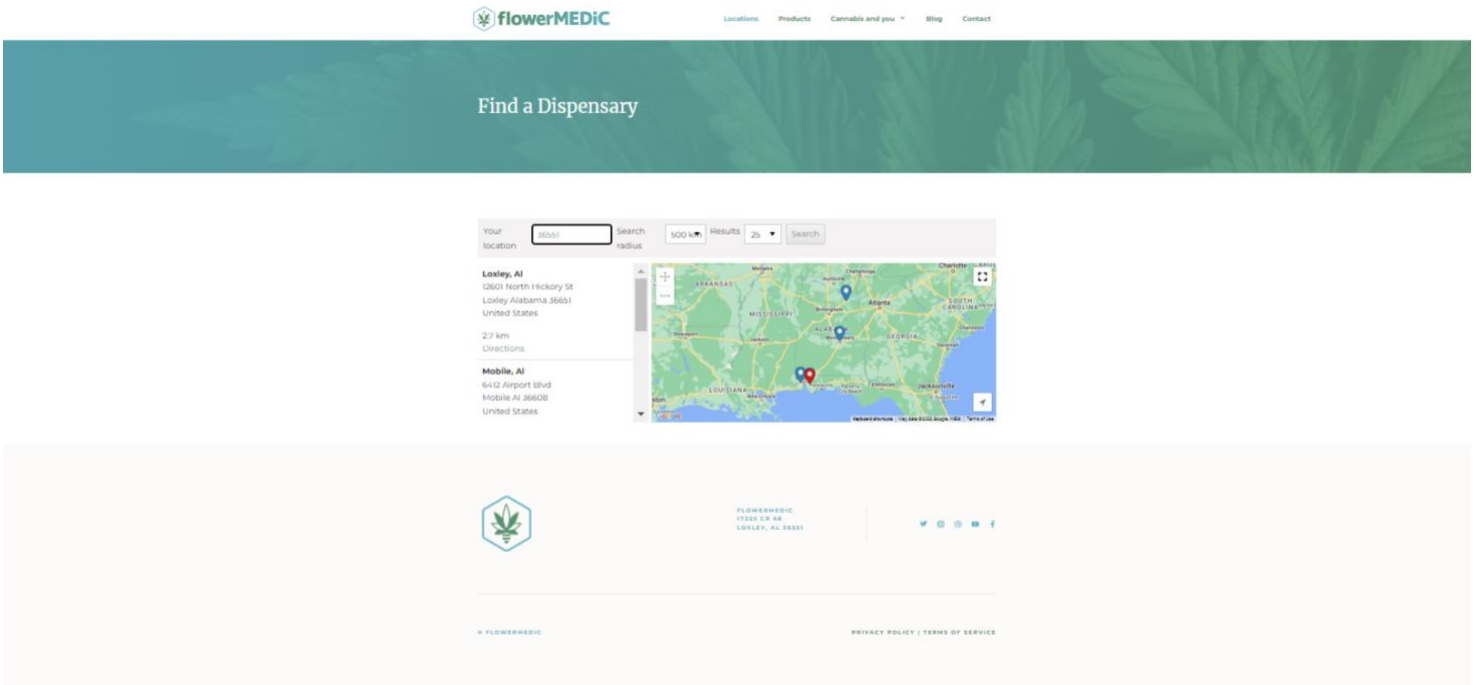
What is the endocannabinoid system (ECS)?
The endocannabinoid system exists within the human body, and all vertebrates, to receive, produce, and monitor/control the body's distribution of two cannabinoid types: Endocannabinoids and Phytocannabinoids. Endocannabinoids are produced by the human body, and Phytocannabinoids are produced by the cannabis plant. The purpose of the ECS is to maintain homeostasis, or a balance and evenness, of the brain and body.

What are terpenes?
Terpenes are the essential oils of a plant. There are over 20,000 known terpenes, over 100 of which can be found in the cannabis plant. Terpenes found in cannabis are not unique to the plant and can be found in other plant life such as oranges or pine trees. These are what give cannabis its unique aroma. Studies indicate that terpenes are part of the "entourage effect," working together with cannabinoids to increase potentially therapeutic effects. Terpenes degrade over time when exposed to direct sunlight, air, and heat.

Screenshot 7: Medical Cannabis Products Page



Screenshot 8: Dispensing Site Locations Page



Flowerwood Medical Cannabis, LLC – Facebook Screenshot



FlowerMedic
@FlowerMEDiC · Medical Cannabis Dispensary

Following

Home Services Reviews Shop More

Liked Message Search Profile

About See all

12601 North Hickory St 36551

Medical Cannabis dispensary, cultivating relief for Alabama

1 person likes this

1 person follows this

<https://flowermedic.com/>

Send message

kevin@plantdevelopment.com

Medical Cannabis Dispensary

Create post in Meta Business Suite

Create post in Facebook

Photo/Video Check in Tag people

FlowerMedic December 16 at 9:08 AM · 🌿
Considering Medical Cannabis, learn more about treatment options here:
<https://flowermedic.com/learn/>

FLOWERMEDIC.COM
FlowerMedic CBD - Website Under Maintenance

Like Comment Share

FlowerMedic December 16 at 9:51 AM · 🌿
Find relief and at one of dispensaries
<https://flowermedic.com/find-a-dispensary/>

Like Comment Share

About See all

12601 North Hickory St 36551

Medical Cannabis dispensary, cultivating relief for Alabama

1 person likes this

1 person follows this

<https://flowermedic.com/>

Send message

kevin@plantdevelopment.com

Medical Cannabis Dispensary

FlowerMedic December 16 at 9:40 AM · 🌿
Rooted in 85 years of Horticulture tradition and service to Alabama, FlowerMedic medical cannabis is grown by Alabamians for Alabamians. Our medical cannabis is grown on Flowerwood's 600-acre plant nursery located in Lowley, Alabama an area steeped in Agricultural history. Our growers apply the same focus on quality that has been honed over three generations of horticulture experience to medical cannabis growing. From cultivation to dispensing FlowerMedic's focus is on growin... See more



Like Comment Share

Photos See all



Page transparency See all

Facebook is showing information to help you better understand the purpose of a Page. See actions taken by the people who manage and post content.

Page created - November 25, 2022

Add your business to Facebook

Showcase your work, create ads and connect with customers or supporters.

FlowerMedic December 16 at 9:38 AM · 🌿



Section 42.2: The web address of each webpage, social media page, or other online site owned or operated by the Applicant.

The web addresses for Flowerwood Medical Cannabis, LLC's web and social media pages are as follows:

www.flowermedic.com

www.facebook.com/flowermedic

The above are the only web and social media pages that are directly related to applicant entity Flowerwood Medical Cannabis, LLC. However, Flowerwood Medical Cannabis, LLC is owned in part by a number of additional entities including Plant Development Services, Inc. ("PDSI"). To the extent that they are required in response to the above prompt, please find below the web and social media pages that are owned and/or operated by PDSI:

www.plantdevelopment.com (owned by PDSI)

www.encoreazalea.com (owned by PDSI)

www.southernlivingplants.com (PDSI licenses the trademark and markets the brand)

www.butterflycandy.com (owned by PDSI)

www.betterboxwood.com (owned by PDSI)

www.facebook.com/butterflycandyplants (owned by PDSI)

www.facebook.com/encoreazalea (owned by PDSI)

www.facebook.com/sunsetplantcollection (owned by PDSI)

www.facebook.com/southernlivingplantcollection (PDSI licenses the trademark and markets the brand)

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.

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

Ownership Entity Information

FW Canna, LLC

Ownership Entity Name

100% Governance Rights & 92% Financial Rights

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

Gregory L. Smith, Jr.

Owner Name

Owns indirect equity interest

Role

36%

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Ellis V. Ollinger, III

Owner Name

President/Owns indirect equity interest

Role

18%

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Christina Woerner McInnis

Secretary/Owns indirect equity interest

10%

Owner Name

Role

% Ownership in Entity

5606 East Oak Ridge Drive

Street Address

Orange Beach

AL

36561

City

State

Zip

Kevin C. Northrop

Treasurer/Owns indirect equity interest

18%

Owner Name

Role

% Ownership in Entity

17325 County Road 68

Street Address

Loxley

AL

City

State

Zip

Leah P. Ladd

Owns indirect equity interest

18%

Owner Name

Role

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

AL

36551

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.

Ellis V. Ollinger, III

Printed Name of Verifying Individual

President

Title of Verifying Individual



Signature of Verifying Individual

12/29/2022

Verification Date

FORM I: OWNERSHIP ENTITY INDIVIDUALS

“Ownership Entity” – An entity that has any ownership interest in the Applicant.

Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.

For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

Ownership Entity Information

FMC Group, LLC

Ownership Entity Name

90% Governance Rights & 82.8% Financial Rights

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

Gregory L. Smith, Jr.

Owner Name

Owns direct & indirect equity interest

Role

40%

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Ellis V. Ollinger, III

Owner Name

President/Owns direct equity interest

Role

20%

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Kevin C. Northrop

Treasurer/Owns direct equity interest

20%

Owner Name

Role

% Ownership in Entity

17325 County Road 68

Street Address

Loxley

AL

36551

City

State

Zip

Leah P. Ladd

Secretary/Owns indirect equity interest

20%

Owner Name

Role

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

AL

36551

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

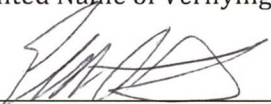
Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

Ellis V. Ollinger, III

Printed Name of Verifying Individual

President

Title of Verifying Individual



Signature of Verifying Individual

12/29/2022

Verification Date

FORM I: OWNERSHIP ENTITY INDIVIDUALS

"Ownership Entity" – An entity that has any ownership interest in the Applicant.

Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.

For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

Ownership Entity Information

AL Farms, LLC

Ownership Entity Name

10% Governance Rights & 9.2% Financial Rights

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

Christina Woerner McInnis

Owner Name

Sole Member

Role

100%

% Ownership in Entity

5606 East Oak Ridge Drive

Street Address

Orange Beach

City

AL

State

36561

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

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.

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

Ownership Entity Information

Flowerwood Management, Inc.

Ownership Entity Name

9% Governance Rights & 8.28% Financial Rights

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

Gregory L. Smith, Jr.

Owner Name

Owens direct & indirect equity interest

Role

100%

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

Applicant Verification: The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate list of all individuals with an applicable ownership interest in an ownership entity with an ownership interest in the Applicant.

Ellis V. Ollinger, III

Printed Name of Verifying Individual



Signature of Verifying Individual

President

Title of Verifying Individual

12/29/2022

Verification Date

FORM I: OWNERSHIP ENTITY INDIVIDUALS

"Ownership Entity" – An entity that has any ownership interest in the Applicant.

Complete a separate form for each ownership entity, providing information and verification as to each individual having an indirect or direct ownership interest in the ownership entity. Attach additional forms if necessary.

For purposes of this form, if the ownership entity is a trust, disclose the names and addresses of all trustees and beneficiaries; if a privately held corporation, the names and addresses of all shareholders, officers, and directors; if a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than five percent, officers, and directors; if a partnership or limited liability partnership, the names and addresses of all partners; if a limited partnership or limited liability limited partnership, the names of all partners, both general and limited; or if a limited liability company, the names and addresses of all members and managers.

Flowerwood Medical Cannabis, LLC

Business License Applicant Name

Integrated Facility

License Type

Ownership Entity Information

Plant Development Services, Inc.

Ownership Entity Name

9% Governance Rights & 8.28% Financial Rights

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

Gregory L. Smith, Jr.

Owner Name

Owns direct & indirect equity interest

Role

100%

% Ownership in Entity

15315 Kelly Road

Street Address

Loxley

City

AL

State

36551

Zip

Owner Name

Role

% Ownership in Entity

Street Address

City

State

Zip

EST



1905

LYON FRY CADDEN

INSURANCE

A Higginbotham Partner

P.O. Box 160927 • Mobile, AL 36616
3212 Midtown Park South 36606

tel 251.473.4600 • fax 251.450.0032
lyonfrycadden.com • higginbotham.com

November 29, 2022

State of Alabama
Alabama Medical Cannabis Commission
P.O. Box 309585
Montgomery, AL 36130

RE: Integrated Facility Insurance Requirements

To Whom It May Concern:

Our agency handles the insurance for Flowerwood Nursery, an owner (through its primary principal) and guarantor of Flowerwood Medical Cannabis, LLC. Please allow this letter to serve as confirmation that our agency has reviewed the insurance requirements for an Integrated Facility license.

Should Flowerwood Medical Cannabis, LLC be awarded a license to engage in the business of an Integrated Facility our agency stands ready to issue insurance coverage that meet the requirements set forth in Ala. Code 20-2A-53(a)(2), including, but not limited to, liability and casualty insurance in the amount of \$2,000,000. Included with this letter is a Certificate of Liability Insurance summarizing the coverage to be provided.

Flowerwood Nursery enjoys an excellent reputation in the nursery industry and is a valued client of our agency. We look forward to adding Flowerwood Medical Cannabis, LLC to our portfolio as well. Please feel free to contact me if there are any further questions.

Sincerely,

O. McCrary Otts, IV, CIC, CRM
Managing Director

Gaylord C. Lyon, Jr., CPCU
Managing Director

O. McCrary Otts, IV, CIC, CRM
Managing Director

J. William Goodloe, III, CIC, AAI
Executive Vice President

Erling Riis, III, CPCU, CIC
Executive Vice President

Spencer M. Adams, IV
Executive Vice President

W. E. Cadden
Vice President

Roland (Randy) G. Fry, Jr., CIC
Associate

George G. Oswald, ARM, CIC
Associate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Florists' Mutual Insurance Company		13978
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	x	x	To Be Determined			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ 10,000						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property Insurance including Cannabis			To Be Determined			Per insured values at the time of license application approval

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

Cannabis operations in accordance with Missouri state law

CERTIFICATE HOLDER**CANCELLATION**

Alabama Medical Cannabis Commission P.O. Box 309585 Montgomery AL 36130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF Alabama)
)
Baldwin 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: Flowerwood Medical Cannabis, LLC

2. NAME OF AFFIANT: Leah P. Ladd

3. AFFIANT'S POSITION WITH APPLICANT: Secretary

4. AFFIANT IS THE APPLICANT'S (*Check One*): Responsible Party Contact Person
(The affidavit of BOTH individuals is required)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (*Check One*):

- 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.

LLP 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.)

LLP 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.

LLP INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

JLJ 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.

JLJ INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

JLJ 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.

JLJ 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.

JLJ 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.

JLJ 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.

JLJ INITIAL HERE

Leah P. Joad

Signature of Affiant
Acting for and on behalf of:

Flowerwood Medical Cannabis, LLC

Applicant

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

Samantha Powell

Notary Public

My Commission Expires: 12/30/2024

[SEAL]



**FORM K: Affidavit of Entity Applicant for
Alabama Medical Cannabis License**

STATE OF Alabama)
)
Baldwin 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: Flowerwood Medical Cannabis, LLC
2. NAME OF AFFIANT: Ellis V. Ollinger, III
3. AFFIANT'S POSITION WITH APPLICANT: President
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.
EVO 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.)
EVO 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.
EVO INITIAL HERE
 - d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

AD 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.

EVO INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

EVO 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.

EVO 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.

EVO 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.

EVO 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.

EVO INITIAL HERE

Signature of Affiant
Acting for and on behalf of:

Flowerwood Medical Cannabis, LLC

Applicant

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

Notary Public

My Commission Expires: 12/30/2024

[SEAL]

