

# **Grounds for Redactions**

## **1.8 – Public Records and Applicants’ Confidential or Proprietary Information**

In accordance with AMCC Guidelines, Applicant provides a redacted copy of Applicant’s Application and Exhibits. All redactions are made in accordance with the Section 36-12-40, et seq, Code of Alabama 1975 (as amended). In particular, Section 36-12-40 states:

### **Rights of citizens to inspect and copy public writings; exceptions.**

Every citizen has a right to inspect and take a copy of any public writing of this state, except as otherwise expressly provided by statute. Provided however, registration and circulation records and information concerning the use of the public, public school or college and university libraries of this state shall be exempted from this section. Provided further, any parent of a minor child shall have the right to inspect the registration and circulation records of any school or public library that pertain to his or her child. Notwithstanding the foregoing, ***records concerning security plans, procedures, assessments, measures, or systems, and any other records relating to, or having an impact upon, the security or safety of persons, structures, facilities, or other infrastructures***, including without limitation information concerning critical infrastructure (as defined at 42 U.S.C. §5195c(e) as amended) and critical energy infrastructure information (as defined at 18 C.F.R. §388.113(c)(1) as amended) the public disclosure of which could reasonably be expected to be detrimental to the public safety or welfare, and records the disclosure of which would otherwise be detrimental to the best interests of the public shall be exempted from this section. Any public officer who receives a request for records that may appear to relate to critical infrastructure or critical energy infrastructure information, shall notify the owner of such infrastructure in writing of the request and provide the owner an opportunity to comment on the request and on the threats to public safety or welfare that could reasonably be expected from public disclosure on the records.

(emphasis added).

Applicant has made the following redactions to its Application and Exhibits and the grounds for such redactions.

<b><u>Exhibit #</u></b>	<b><u>Exhibit Page #(s)</u></b>	<b><u>Grounds for Redaction</u></b>
All Exhibits	Title Page	All personal contacts and signatures have been redacted for the safety of individuals.
Exhibit 1	Pages 1-31	All names and personal addresses (current and former) have been redacted for the safety of each individual with an ownership interest in Applicant.
Exhibit 2	Pages 1-26	All names and personal addresses (current and former) have been redacted for the safety of each individual with an ownership interest in Applicant.
Exhibit 3	Pages 1-8	All names have been redacted for the safety of each individual with an ownership interest in Applicant.
Exhibit 4	Pages 1-5	All names have been redacted for the safety of each individual with an ownership interest in Applicant, as well as amounts pledged and total available capital for confidential purposes.
Exhibit 5	Pages 1-15	Summary of anticipated/projected financials have been redacted, as well as amounts of contribution for confidential and proprietary purposes and for the safety of individuals and the business.
Exhibit 7	Page 1	Membership percentage interest have been redacted for the confidentiality of each individual with and ownership interest in Applicant.

Exhibit 7	Page 3	All names and addresses have been redacted for the safety of each individual with an ownership interest in Applicant and the safety of each employee.
Exhibit 7	Pages 8-46	Applicant's Operating Agreement has been redacted for confidential and proprietary purposes and for the safety of individuals and the business.
Exhibit 8	Page 3	Member address has been redacted for the safety of each individual with an ownership interest in Applicant.
Exhibit 9	Pages 5, 6, 7	Hiring plans have been redacted to protect the Applicant's proprietary information and for the safety of individuals and the business.
Exhibit 9	Pages 24-28	All officer and employee personal information have been redacted for the safety of each individual with an ownership interest in Applicant and the safety of each employee.
Exhibit 9	Page 33	Strategies and tactics of the Applicant's advertising and marketing plan have been redacted to protect the Applicant's proprietary information and for the safety of individuals and the business.
Exhibit 9	Pages 34-38	Community engagement plan has been redacted to protect the Applicant's proprietary information and for the safety of individuals and the business..

Exhibit 9	Pages 38-39	Environmental Impact Statement and Strategies have been redacted to protect the Applicant's proprietary information and for the safety of individuals and the business.
Exhibit 9	Page 40	Member address has been redacted for the safety of each individual with an ownership interest in Applicant.
Exhibit 10	Pages 3, 4, 6, 7, 8, 9, 10, 11, 15	All employee and member names and addresses have been redacted for the safety of each individual.
Exhibit 11	Pages 3-6	All information regarding the coordination of sensitive Patient Information have been redacted for the safety of the patient's/caregiver's interests.
Exhibit 12	Pages 2-3	All information regarding POS Verification Procedures have been redacted for the safety of the patient's/caregiver's interests.
Exhibit 13	Pages 2-4	Patient/caregiver information and cybersecurity plans have been redacted for the safety of the patient's/caregiver's interests and the persons within the facilities.
Exhibit 14	Pages 1-3	Cash handling plans have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 15	Pages 2-3	Process of entering confidential patient/caregiver information have been

		redacted for the safety of the patient's/caregiver's interests
Exhibit 15	Pages 4-5	Sensitive business recordkeeping process has been redacted for the safety of business interests and personnel of the Applicant.
Exhibit 15	Pages 6-8	Product movement information have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 15	Page 10	Employee access information has been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 15	Pages 11-18	Emergency plans discussing employee/product movement have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 15	Page 22	Sensitive recordkeeping information has been redacted for the safety of business interests and employees of the Applicant.
Exhibit 15	Pages 24-27	Cybersecurity process has been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 15	Page 29	Product location has been redacted for the safety of the patient's/caregiver's interests and the persons within the facilities.

Exhibit 16	Page 1	Summary of mentioning opening/closing of the facility and patient/visitor access have been redacted for the safety of employees and the business interests of the Applicant.
Exhibit 16	Pages 1-2	Summary of criminal activity plans have been redacted for the safety of individuals and the business interests of the Applicant.
Exhibit 16	Page 2	Summary of dispensing, maintenance, and storage of products plans have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 16	Page 3	Summary of contamination, recall, waste, and disposal plans have been redacted for the safety of individuals the Applicant's business interests.
Exhibit 16	Page 4	Summary of cash management and emergency/disaster plans have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 16	Page 5	Summary of security plans have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 16	Page 7	Table contents of movement and storage of product including the contamination and recall has been redacted for the safety

		of individuals and the Applicant's business interests.
Exhibit 16	Page 8	Table contents of movement of cash and emergency/disaster plan has been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 16	Page 9	Table contents of security plans have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 16	Pages 10-21	Plans of Opening & Closing Procedures, Patient and Visitor Access, and Preventing Criminal Activity have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 16	Pages 27-57	Plans of Dispensing and Consultation Procedures, Maintenance and Storage of Product, Contamination and Recall, Waste and Disposal, Recordkeeping, Emergency, Cash Management, and Procedure/Disaster have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 16	Pages 59-60	Personnel policies involving Workplace Violence have been redacted for the safety of persons within the Applicant's facilities.
Exhibit 17	Pages 1, 6	Movement of product information have been redacted for the safety of the



		Applicant's business interests and persons within its facilities.
Exhibit 18	Page 6	All narratives on the storage of product, cash, and security applications within the facilities have been redacted for the safety individuals and the business interests of the Applicant.
Exhibit 18	Pages 8 and 76	All personal contacts have been redacted for the safety of each individual employee of the Applicant.
Exhibit 18	Page 11, 13, and 15-18	Layout of facilities have been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 18	Pages 22-75	Lease agreements have been redacted for the safety of individuals and the business interests of the Applicant.
Exhibit 19	Pages 1-15	All narratives on the movement and storage of product and cash and specific security measures implemented within the facilities have been redacted for the safety of individuals and the business interests of the Applicant.
Exhibit 19	Page 15	All narratives on confidential recordkeeping of persons within the facilities have been redacted for the safety of individuals and the business interests of the Applicant.
Exhibit 19	Page 16	The specifications and procedures involving procedures to allow visitors at the facilities have been redacted for the

		safety of individuals and the business interests of the Applicant.
Exhibit 19	Pages 17-19	All narratives on specific security measures implemented within the facilities have been redacted for the safety of individuals and the business interests of the Applicant.
Exhibit 19	Page 20	All personnel names, contact, and addresses associated with companies engaged with the Applicant have been redacted for the safety of individuals and their business interests.
Exhibit 20	Page 1-4	All names and personal information have been redacted for the safety of each individual associated with the Applicant.
Exhibit 21	Pages 1-6	All names and personal information have been redacted for the safety of each individual associated with the Applicant.
Exhibit 21	Pages 9-10	Hiring plan information has been redacted for the safety of individuals and the business interests of the Applicant.
Exhibit 22	Pages 11-12	Security procedure has been redacted for the safety of the Applicant's business interests and persons within its facilities.
Exhibit 22	Pages 18-20	Internal PTO/Sick time calculation has been redacted for the safety of individuals and business interests of the Applicant.
Exhibit 23	Pages 3-7	Movement of product information has been redacted for the safety of the

		Applicant's business interests and persons within its facilities.
Exhibit 24	Pages 4-6 and 8	All narratives on the movement of product within the facilities have been redacted for the safety of individuals and the business interests of the Applicant.
Exhibit 25	Page 10	All costs associated with the services provided in an engagement between other companies and the Applicant have been redacted for the safety of individuals and Applicant's business interests.
Exhibit 25	Pages 13, 14	All personnel names, contact, and addresses associated with companies engaged with the Applicant have been redacted for the safety of their business interests.
Exhibit 26	Page 5	All costs associated with the services provided in an engagement between other companies and the Applicant have been redacted for the safety of individuals and Applicant's business interests.
Exhibit 26	Pages 8, 9	All personnel names, contact, and addresses associated with companies engaged with the Applicant have been redacted for the safety of individuals and their business interests.
Minimum Insurance	Page 2	Member addresses has been redacted for the safety of each individual with an ownership interest in Applicant.

Minority Ownership Documents	Page 1-10	All names, personal information, and sensitive data/information have been redacted for the safety of each individual.
Affidavit – Entity Applicant Form K	Pages 1-6	All personal contacts have been redacted for the safety of each individual with an ownership interest in Applicant and the safety of each employee.
Application Form	Page 1-19	All personal contacts have been redacted for the safety of each individual with an ownership interest in Applicant and the safety of each employee.



Review

**Selected Account: GP6 Wellness, LLC**

Your application has been filed with the Alabama Medical Cannabis Commission.  
Your reference code is **1635**.

File Date : **02/23/2023 6:44 AM**

Your transaction ID is : **89083506**

Transaction Token: **83ec7bd9-8336-44d1-a0ee-703db76ec047**

**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: 0392

## General Applicant Information

✓ Applicant Name : GP6 Wellness, LLC

✓ Applying as: Business Entity

Trade Name (DBAs) :

✓ Identification Number Type : FEIN

✓ Federal Tax Identification Number : 920551668

✓ Business Entity Name : GP6 Wellness, LLC

✓ Business Entity Type : Limited Liability Company

✓ Secretary of State Entity ID Number : 001042116

✓ Federal Business Code No : 459991

✓ Date of Qualification, Organization or Incorporation : 09/28/2022

## Applicant Street Address

✓ Street: 4710 COLONN ADE PL

✓ Unit No / Apt No : APT 418

✓ City: BIRMINGHAM

✓ County: 37-Jefferson

✓ State: Alabama

✓ Zip Code: 35243

✓ Address Verified?: Yes

## Applicant Mailing Address

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✓ **Street:** 4710 COLONN  
ADE PL

✓ **Unit No /  
Apt No** : APT 418

✓ **City:** BIRMINGHAM

✓ **State:** Alabama

✓ **Zip Code:** 35243

✓ **Address Verified?:** Yes

**Applicant Website** :

✓ **Applicant Email Address** : GP6Wellness@gmail.com

✓ **Applicant Phone Number** : 3344196178

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

No

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

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

## Primary Contact Person

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✓ **First Name:** Mayan

✓ **Last Name:** Patel

✓ **Title:** General Manager

✓ **Phone Number** : 3344196178

✓ **Email:** mpatel3793@gmail.com

✓ **Street:** 4710 COLONN  
ADE PL

✓ **Unit No /  
Apt No** : APT 418

✓ **City:** BIRMINGHAM

✓ **State:** Alabama

✓ **Zip Code:** 35243

✓ **Address Verified?:** Yes

## License Information

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✓ **License Type:** Dispensary

## Facility Information

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## Facility Information

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

## Physical Address

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- ✓ **Street**: 505 CAHABA PA RK CIR
- ✓ **Unit No / Apt No** : # 525
- ✓ **City**: BIRMINGHAM
- ✓ **County**: 37-Jefferson
- ✓ **State**: Alabama
- ✓ **Zip Code**: 35242
- ✓ **Address Verified?** : Yes

## Facility Information Questions

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- ✓ **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** : 158
- ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 218
- ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes

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

## Physical Address

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- ✓ **Street**: 809 US HIGHWAY 72 W
- ✓ **Unit No / Apt No** : A & B
- ✓ **City**: ATHENS
- ✓ **County**: 42-Limestone
- ✓ **State**: Alabama
- ✓ **Zip Code**: 35611

- ✓ **Address** : Yes  
Verified?

## Facility Information Questions

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- ✓ **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** : 158  
**Applicant reasonably projects it will commence operations  
at this facility**
  
- ✓ **The number of days, if awarded a license, within which the** : 218  
**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:** Strip Mall  
**Site**  
**Premises**

## Physical Address

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- ✓ **Street:** 959 GILBERT FE  
RRY RD SE
- ✓ **Unit No /** : SUITE J & K  
**Apt No**
- ✓ **City:** ATTALLA
  
- ✓ **County:** 28-Etowah
- ✓ **State:** Alabama
- ✓ **Zip Code:** 35954
  
- ✓ **Address** : Yes  
Verified?

## Facility Information Questions

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- ✓ **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 : 158
- ✓ The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility : 218
- ✓ Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances? : Yes

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## Ownership of Applicant

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

## Individual

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- |  |                                       |   |
|--|---------------------------------------|---|
| ✓ Legal First Name : Mukesh                    | Legal Middle Name :                   | ✓ Legal Last Name : Patel               |
| Suffix:  | ✓ Phone Number : 2039484184           | ✓ Email Address : patel929802@gmail.com |
| ✓ Date of Birth : 10/20/1965                   | ✓ Social Security Number : [REDACTED] | ✓ Race/Ethnicity: Asian                 |
| ✓ Ownership Percentage of the Applicant : 9.80 | ✓ Role: Member                        |   |

## Residence Address

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- |                                |                    |               |
|--------------------------------|--------------------|---------------|
| ✓ Street: 5375 MASON GR AND DR | Unit No / Apt No : | ✓ City: MASON |
| ✓ State: Ohio                  | ✓ Zip Code: 45040  |               |
| ✓ Address Verified? : Yes      |                    |               |

- 
- ✓ Select type of record: Individual

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

## Individual

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✓ Legal First Name : Rajesh

✓ Legal Middle Name : Amrutbhai

✓ Legal Last Name : Patel

Suffix:

✓ Phone Number : 8602274121

✓ Email Address : rohbay71@yahoo.com

✓ Date of Birth : 03/26/1970

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Asian

✓ Ownership Percentage of the Applicant : 9.80

✓ Role: Member , Officer

## Residence Address

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✓ Street: 6 GREENVIEW

Unit No / Apt No :

✓ City: MIDDLEFIELD

✓ State: Connecticut

✓ Zip Code: 06455

✓ Address Verified? : Yes

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✓ Select type of record: Individual

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

## Individual

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✓ Legal First Name : Jayesh

Legal Middle Name :

✓ Legal Last Name : Patel

Suffix:

✓ Phone Number : 8608169200

✓ Email Address : jayesh74@gmail.com

✓ Date of Birth : 03/20/1974

✓ Social Security Number : [REDACTED]

✓ Race/Ethnicity: Asian

✓ **Ownership Percentage of the Applicant** : 9.80

✓ **Role:** Member , Other

## Residence Address

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✓ **Street:** 4 MARYANNA W  
AY

**Unit No / Apt No** :

✓ **City:** ROCKY HILL

✓ **State:** Connecticut

✓ **Zip Code:** 06067

✓ **Address Verified?** : Yes

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✓ **Select type of record:** Individual

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

## Individual

---

✓ **Legal First Name** : Mita

✓ **Legal Middle Name** : Chandrakant

✓ **Legal Last Name**: Patel

**Suffix:**

✓ **Phone Number** : 2038858905

✓ **Email Address** : mitacpatel23@gmail.com

✓ **Date of Birth** : 10/19/1968

✓ **Social Security Number** : ██████████

✓ **Race/Ethnicity:** Asian

✓ **Ownership Percentage of the Applicant** : 9.80

✓ **Role:** Member , Other

## Residence Address

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✓ **Street:** 10 CHAUNCEY D  
R

**Unit No / Apt No** :

✓ **City:** OXFORD

✓ **State:** Connecticut

✓ **Zip Code:** 06478

✓ **Address Verified?** : Yes

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✓ **Select type of record:** Individual

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

## Individual

---

✓ Legal First Name : Anand

Legal Middle Name :

✓ Legal Last Name: Patel

Suffix:

✓ Phone Number : 5167762305

✓ Email Address : ahp578@gmail.com

✓ Date of Birth : 05/27/1987

✓ Social Security Number [REDACTED]

✓ Race/Ethnicity: Asian

✓ Ownership Percentage of the Applicant : 9.80

✓ Role: Officer , Member

## Residence Address

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✓ Street: 203 TRAYMORE BLVD

Unit No / Apt No :

✓ City: ISLAND PARK

✓ State: New York

✓ Zip Code: 11558

✓ Address Verified? : Yes

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✓ Select type of record: Individual

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

## Individual

---

✓ Legal First Name : Kinjal

✓ Legal Middle Name : Umesh

✓ Legal Last Name: Patel

Suffix:

✓ Phone Number : 3344075984

✓ Email Address : patelkinjal@gmail.com

✓ Date of Birth : 02/01/1996

✓ Social Security Number [REDACTED]

✓ Race/Ethnicity: Asian

✓ **Ownership Percentage of the Applicant** : 51

✓ **Role:** Member , Officer

## Residence Address

---

✓ **Street:** 701 BARRISTERS CT

**Unit No / Apt No** :

✓ **City:** BIRMINGHAM

✓ **State:** Alabama

✓ **Zip Code:** 35242

✓ **Address Verified?** : Yes

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## Cannabis Industry Entities

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✓ **Is any individual or entity below connected to any entity that is directly or indirectly involved in the cannabis industry, including, but not limited to, the cultivation, processing, packaging, labeling, testing, transporting, or sale of cannabis or medical cannabis, either in Alabama or any other jurisdiction?** :Yes  
(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 or Entity:** Individual

## Individual

---

✓ **Legal First Name** : Mita

✓ **Legal Last Name**: Patel

**Suffix:**

✓ **Cannabis Entity Name** : Ganesh Wellness 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** : 33.33

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## Cannabis Entity's Physical Address

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✓ **Street:** 65 W BOYLSTON ST

**Unit No / Apt No** :

✓ **City:** WEST BOYLSTON

✓ **State:** Massachusetts

✓ **Zip Code:** 01583

✓ **Address** : Yes  
Verified?

## Cannabis Entity's Primary Contact/Responsible Person

---

✓ **First Name** : Anand

✓ **Last Name** : Patel

✓ **Title:** Owner

✓ **Phone Number** : 5167762305

✓ **Email Address** : ahp578@gmail.com

✓ **Street Address** : 203 TRAYMORE BLVD

**Unit No / Apt No** :

✓ **City:** ISLAND PARK

✓ **State:** New York

✓ **Zip Code:** 11558

✓ **Address** : Yes  
Verified?

✓ **Select Individual or Entity:** Individual

## Individual

---

✓ **Legal First Name** : Anand

✓ **Legal Last Name**: Patel

**Suffix:**

✓ **Cannabis Entity Name** : Ganesh Wellness Inc

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

✓ **Connection:** Individual to Cannabis Entity

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

✓ **Percentage of ownership in cannabis entity** : 33.33

## Cannabis Entity's Physical Address

---

✓ **Street:** 65 W BOYLSTON ST

**Unit No / Apt No** :

✓ **City:** WEST BOYLSTON

✓ **State:** Massachusetts

✓ **Zip Code:** 01583

✓ **Address** : Yes  
Verified?

## Cannabis Entity's Primary Contact/Responsible Person

---

✓ **First Name** : Anand

✓ **Last Name** : Patel

✓ **Title:** Owner

✓ **Phone Number** : 5167762305

✓ **Email Address** : ahp578@gmail.com

✓ **Street Address** : 203 TRAYMORE BLVD

**Unit No / Apt No** :

✓ **City**: ISLAND PARK

✓ **State**: New York

✓ **Zip Code**: 11558

✓ **Address Verified?** : Yes

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

## Individual

✓ **Legal First Name** : Anand

✓ **Legal Last Name**: Patel

**Suffix:**

✓ **Cannabis Entity Name** : Decades Dispensary, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection to Cannabis Entity**: Individual to Cannabis Entity

✓ **Role in Cannabis Entity** : Member

✓ **Percentage of ownership in cannabis entity** : 22.54

## Cannabis Entity's Physical Address

✓ **Street**: 404 CENTRAL AVE

**Unit No / Apt No** :

✓ **City**: JERSEY CITY

✓ **State**: New Jersey

✓ **Zip Code**: 07307

✓ **Address Verified?** : Yes

## Cannabis Entity's Primary Contact/Responsible Person

✓ **First Name** : Anand

✓ **Last Name** : Patel

✓ **Title**: CEO

✓ **Phone Number** : 5167762305

✓ **Email Address** : AHP578@gmail.com

✓ **Street Address** : 203 TRAYMORE BLVD

**Unit No / Apt No** :

✓ **City**: ISLAND PARK

✓ **State**: New York

✓ Zip Code: 11558

✓ Address : Yes  
Verified?

✓ Select : Individual  
Individual  
or Entity:

## Individual

✓ Legal : Rajesh  
First  
Name

✓ Legal Last: Patel  
Name

Suffix:

✓ Cannabis : Decades Dispens  
Entity ary, LLC  
Name

✓ Entity : Limited Liability  
Type Company

✓ Connection: Individual  
to  
Cannabis  
Entity

✓ Role in : Member  
Cannabis  
Entity

✓ Percentage : 4.92  
of ownership  
in cannabis  
entity

## Cannabis Entity's Physical Address

✓ Street: 404 CENTRAL A  
VE

Unit No / :  
Apt No

✓ City: JERSEY CITY

✓ State: New Jersey

✓ Zip Code: 07307

✓ Address : Yes  
Verified?

## Cannabis Entity's Primary Contact/Responsible Person

✓ First : Anand  
Name

✓ Last : Patel  
Name

✓ Title: CEO

✓ Phone : 5167762305  
Number

✓ Email : AHP578@gmail.  
Address com

✓ Street : 203 TRAYMORE  
Address BLVD

Unit No / :  
Apt No

✓ City: ISLAND PARK

✓ State: New York

✓ Zip Code: 11558

✓ Address : Yes  
Verified?

✓ Select : Individual  
Individual  
or Entity:



## Individual

---

✓ **Legal First Name** : Jayesh

✓ **Legal Last Name**: Patel

**Suffix:**

✓ **Cannabis Entity Name** : Decades Dispensary, LLC

✓ **Entity Type** : Limited Liability Company

✓ **Connection:** Individual to Cannabis Entity

✓ **Role in Cannabis Entity** : Member

✓ **Percentage of ownership in cannabis entity** : 4.92

## Cannabis Entity's Physical Address

---

✓ **Street:** 404 CENTRAL AVE

**Unit No / Apt No** :

✓ **City:** JERSEY CITY

✓ **State:** New Jersey

✓ **Zip Code:** 07307

✓ **Address Verified?** : Yes

## Cannabis Entity's Primary Contact/Responsible Person

---

✓ **First Name** : Anand

✓ **Last Name** : Patel

✓ **Title:** CEO

✓ **Phone Number** : 5167762305

✓ **Email Address** : AHP578@gmail.com

✓ **Street Address** : 203 TRAYMORE BLVD

**Unit No / Apt No** :

✓ **City:** ISLAND PARK

✓ **State:** New York

✓ **Zip Code:** 11558

✓ **Address Verified?** : Yes

---

## Questions and Attestations

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

---

✔ **Select One** : Ownership Entity

✔ **Name:** Anand H. Patel

✔ **Commercial license or certificate applied for** : New York Attorney License

✔ **Licensing Board or Commission** : New York State Bar

✔ **Application: Date** : 10/08/2014

✔ **Issued Date** : 10/08/2014

✔ **Expiration: Date** : 05/27/2024

---

✔ **Select One** : Ownership Entity

✔ **Name:** Anand H. Patel

✔ **Commercial license or certificate applied for** : New Jersey Attorney License

✔ **Licensing Board or Commission** : New Jersey Bar

✔ **Application: Date** : 12/09/2013

✔ **Issued Date** : 12/09/2013

✔ **Expiration: Date** : 02/28/2023

---

✔ **Select One** : Ownership Entity

✔ **Name:** Rajesh Patel

✔ **Commercial license or certificate applied for** : Connecticut Pharmacist License

✔ **Licensing Board or Commission** : Connecticut Department of Consumer Protection

✔ **Application: Date** : 08/01/1994

✔ **Issued Date** : 02/01/2022

✔ **Expiration: Date** : 01/31/2024

---

✔ **Select One** : Ownership Entity

✔ **Name:** Jayesh Patel

✔ **Commercial license or certificate applied for** : Connecticut Pharmacist License

✔ **Licensing Board or Commission** : Connecticut Department of Consumer Protection

✔ **Application: Date** : 04/24/2001

✔ **Issued Date** : 02/01/2022

✔ **Expiration: Date** : 01/31/2024

---

✓ **Select One** : Ownership Entity

✓ **Name:** Jayesh Patel

✓ **Commercial license or certificate applied for** : Maine Pharmacist License

✓ **Licensing Board or Commission** : Maine Board of Pharmacy

✓ **Application: Date** : 10/26/2000

✓ **Issued Date** : 02/17/2015

✓ **Expiration: Date** : 12/31/2023

---

✓ **Select One** : Ownership Entity

✓ **Name:** Kinjal Patel

✓ **Commercial license or certificate applied for** : Alabama Dental Registration

✓ **Licensing Board or Commission** : Board of Dental Examiners of Alabama

✓ **Application: Date** : 06/02/2022

✓ **Issued Date** : 06/02/2022

✓ **Expiration: Date** : 12/31/2023

---

✓ **Select One** : Ownership Entity

✓ **Name:** Kinjal Patel

✓ **Commercial license or certificate applied for** : Controlled Substance Registration

✓ **Licensing Board or Commission** : Board of Dental Examiners of Alabama

✓ **Application: Date** : 06/15/2022

✓ **Issued Date** : 06/15/2022

✓ **Expiration: Date** : 12/31/2023

---

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

---

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

---

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Ganesh Wellness, Inc

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Massachusetts Cannabis Commission

✓ **License Issued Date** : 09/10/2020

✓ **License Expiration Date** : 06/10/2023

---

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Ganesh Wellness, Inc

✓ **License Type** : Dispensary

✓ **Licensing Board or Commission** : Massachusetts Cannabis Commission

✓ **License Issued Date** : 08/11/2022

✓ **License Expiration Date** : 08/18/2023

---

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Ganesh Wellness, Inc

✓ **License Type** : Product Manufacturing

✓ **Licensing Board or Commission** : Massachusetts Cannabis Commission

✓ **License Issued Date** : 05/12/2022

✓ **License Expiration Date** : 05/19/2023

---

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Decades Dispensary, LLC

✓ **License Type** : Conditional Dispensary License

✓ **Licensing Board or Commission** : New Jersey Cannabis Regulatory Commission

✓ **License Issued Date** : 10/28/2022

✓ **License Expiration Date** : 04/23/2023

---

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Southern CT Wellness & Healing LLC

✓ **License Type** : Medical Marijuana Dispensary

✓ **Licensing Board or Commission** : Connecticut Department of Consumer Protection

✓ **License Issued Date** : 08/01/2016

✓ **License Expiration Date** : 12/18/2020

---

✓ **Select One** : Related Cannabis Entity

✓ **Name:** Therapeutic Healing Care II LLC

✓ **License Type** : Medical Marijuana Dispensary

✓ **Licensing Board or Commission** : Board of Pharmacy

✓ **License Issued Date** : 05/14/2019

✓ **License Expiration Date** : 04/25/2022

---

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

---

✓ **Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest in the applicant, within the last ten (10) years, filed or been served with a complaint or other notice by any governmental body, regarding a delinquency in the payment of, or a dispute over the filings concerning the payment of, any tax required under federal, state, or local law?** : 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

---

**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: 44 of Operation                      ✓ Year One: 44                                      ✓ Year Two: 47

✓ Year Three: 56                                      ✓ Year Four: 59                                      ✓ Year Five: 65

✓ 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)? :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 : YES  
date of filing.

✓ Signature: Anand H. Patel

✓ Signature Date: 12/29/2022

## Documents

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✓ **Resume or Curriculum Vitae of Individuals with Ownership Interest:** Exhibit 1 - Resume of Individuals with Ownership Interest \_FINA...

✓ **Residency of Owners:** Exhibit 2 - Residency of Owners \_FINAL\_.pdf (/api/documents/...

✓ **Criminal Background Check:** Exhibit 3 - Criminal Background Check \_FINAL\_.pdf (/api/docu...

✓ **Demonstration of Sufficient Capital:** Exhibit 4 - Demonstration of Sufficient Capital \_FINAL\_.pdf (/a...

✓ **Financial Statements:** Exhibit 5 - Financial Statements \_FINAL\_.pdf (/api/documents/...

✓ **Tax Plan:** Exhibit 6 - Tax Plan \_FINAL\_.pdf (/api/documents/ZmTW8gpD...

✓ **Business Formation Documents:** Exhibit 7 - Business Formation Documents \_FINAL\_.pdf (/api/d...

✓ **Business License and Authorization of Local Jurisdictions:** Exhibit 8 - Business License\_Authorization \_FINAL\_.pdf (/api/d...

✓ **Business Plan:** Exhibit 9 - Business Plan \_FINAL\_.pdf (/api/documents/yZ-pxfr...

✓ **Evidence of Business Relationship with other Licensees and Prospective Licensees:** Exhibit 10 - Business Relationship \_FINAL\_.pdf (/api/documen...

✓ **Coordination of Information from Registered Certifying Physicians:** Exhibit 11 - Coordination of Info \_FINAL\_.pdf (/api/documents...

✓ **Point-of-Sale Responsibilities:** Exhibit 12 - Point-of-Sale Responsibilities \_FINAL\_.pdf (/api/do...

✓ **Confidentiality of Patient Information:** Exhibit 13 - Confidentiality of Patient Information \_FINAL\_.pdf (...

✓ **Money Handling and Taxes:** Exhibit 14 - Money Handling and Taxes \_FINAL\_.pdf (/api/docu...

✓ **Standard Operating Plan and Procedures:** Exhibit 15 - Standard Operating Plan and Procedures \_FINAL\_.p...

✓ <b>Policies and Procedures Manual:</b>	Exhibit 16 - Policies and Procedures Manual _FINAL_.pdf (/api/...
✓ <b>Receiving and Shipping Plan:</b>	Exhibit 17 - Receiving and Shipping Plan _FINAL_.pdf (/api/doc...
✓ <b>Facilities:</b>	Exhibit 18 - Facilities _FINAL_.pdf (/api/documents/NtJPYII2j/...
✓ <b>Security Plan:</b>	Exhibit 19 - Security Plan _FINAL_.pdf (/api/documents/bh0IW...
✓ <b>Personnel:</b>	Exhibit 20 - Personnel _FINAL_.pdf (/api/documents/xxerPvVir...
✓ <b>Business Leadership Credentials:</b>	Exhibit 21 - Business Leadership Credentials _FINAL_.pdf (/api/...
✓ <b>Employee Handbook:</b>	Exhibit 22 - Employee Handbook _FINAL_.pdf (/api/documents...
✓ <b>Quality Control and Quality Assurance Plan:</b>	Exhibit 23 - Quality Control and Quality Assurance Plan _FINAL_...
✓ <b>Contamination and Recall Plan:</b>	Exhibit 24 - Contamination and Recall Plan _FINAL_.pdf (/api/d...
✓ <b>Marketing and Advertising Plan:</b>	Exhibit 25 - Marketing and Advertising Plan _FINAL_.pdf (/api/...
✓ <b>Website and Social Media:</b>	Exhibit 26 - Website and Social Media _FINAL_.pdf (/api/docu...
<b>Ownership Entity Individuals (if applicable):</b>	No Document Present
✓ <b>Minority Ownership Documents:</b>	Minority Ownership Documents _FINAL_.pdf (/api/documents/...
✓ <b>Proof of Minimum Liability and Casualty Insurance:</b>	Minimum Insurance _FINAL_.pdf (/api/documents/PeAFI9VFB...
✓ <b>Affidavit - Entity Applicant:</b>	Affidavit - Entity Applicant FORM K _FINAL_.pdf (/api/documen...

## Payments

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

# Exhibit 1 – Resume or CV of Individuals with Ownership Interest

## Verification

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

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date



# Redacted Copy

## **Purpose**

Using the required FORM A, Applicant has included the résumé or curriculum vitae of each individual with an ownership interest in the Applicant, showing, at a minimum, all institutions of higher education attended, all residential addresses in the last 15 years, and all employers in the last 15 years.

## **1.0 Resumes**

See attached FORM A.

<b><u>Owner Name</u></b>	<b><u>Attachment Pages #</u></b>
[REDACTED]	2-6
[REDACTED]	7-11
[REDACTED]	12-16
[REDACTED]	17-21
[REDACTED]	22-26
[REDACTED]	27-31

**Redacted Copy**

**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

**GP6 Wellness LLC**

Business License Applicant Name

[REDACTED]

Individual with Ownership Interest in Applicant

**Dispensary**

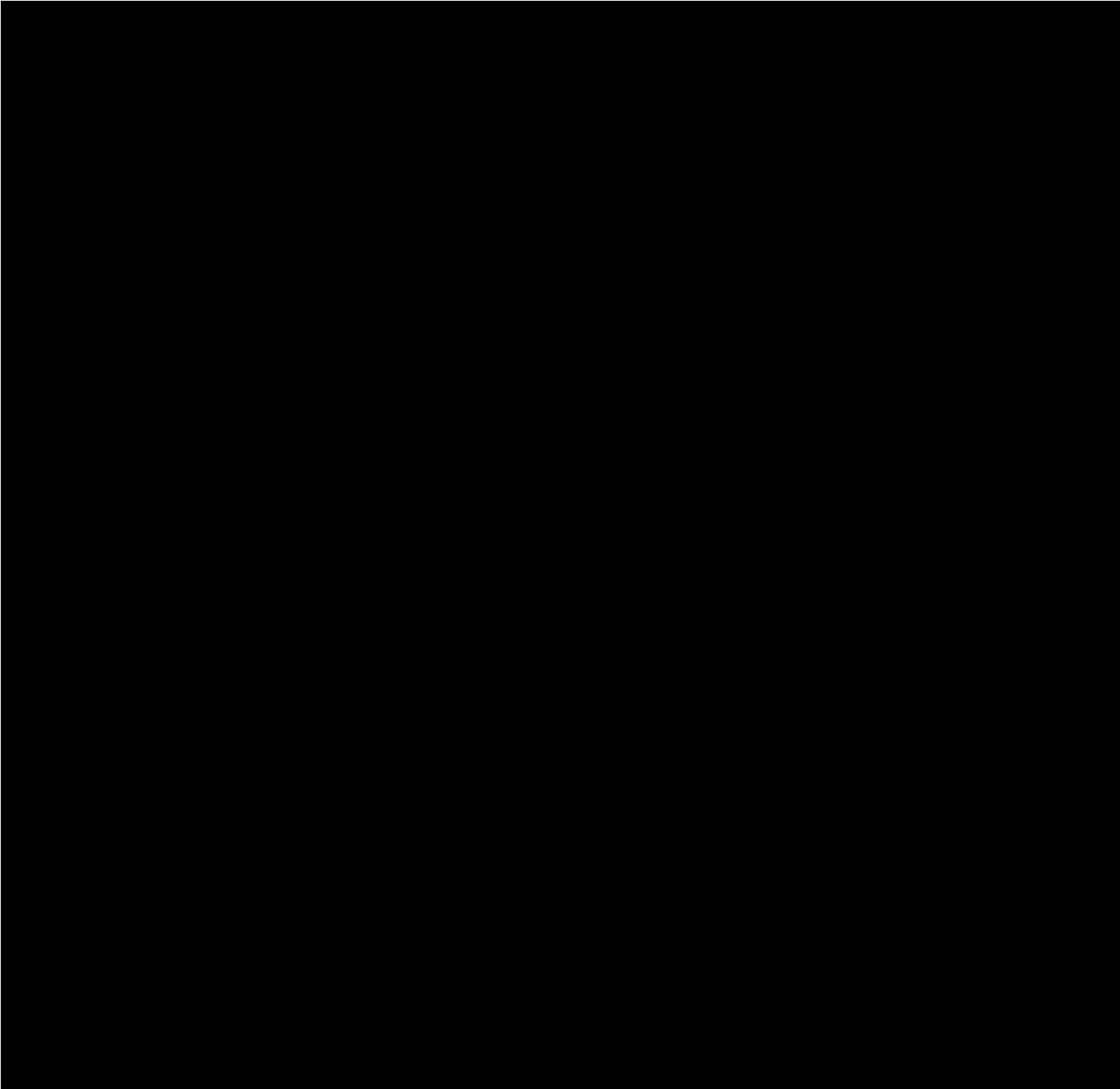
License Type

[REDACTED]

Individual's Ownership Percentage in Applicant

**Residential History**

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











**Redacted Copy**

**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

**GP6 Wellness, LLC**

Business License Applicant Name

[REDACTED]

Individual with Ownership Interest in Applicant

**Dispensary**

License Type

[REDACTED]

Individual's Ownership Percentage in Applicant

**Residential History**

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

[REDACTED]











**Redacted Copy**

**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

**GP6Wellness LLC**

Business License Applicant Name

[REDACTED]

Individual with Ownership Interest in Applicant

**Dispensary**

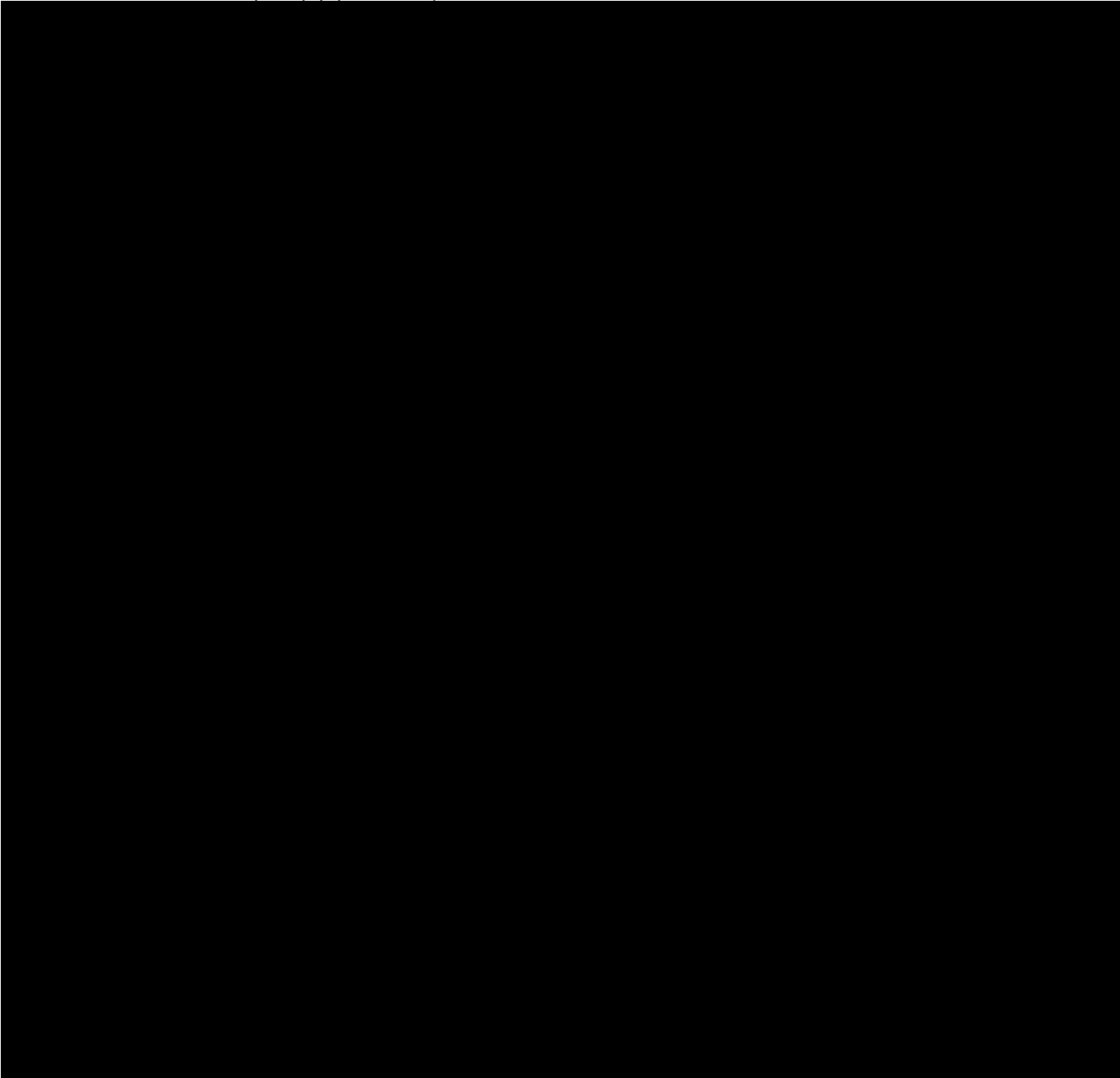
License Type

[REDACTED]

Individual's Ownership Percentage in Applicant

**Residential History**

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













**Redacted Copy**

**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

GP6 WELLNESS LLC

DISPENSARY

Business License Applicant Name

License Type

[REDACTED]

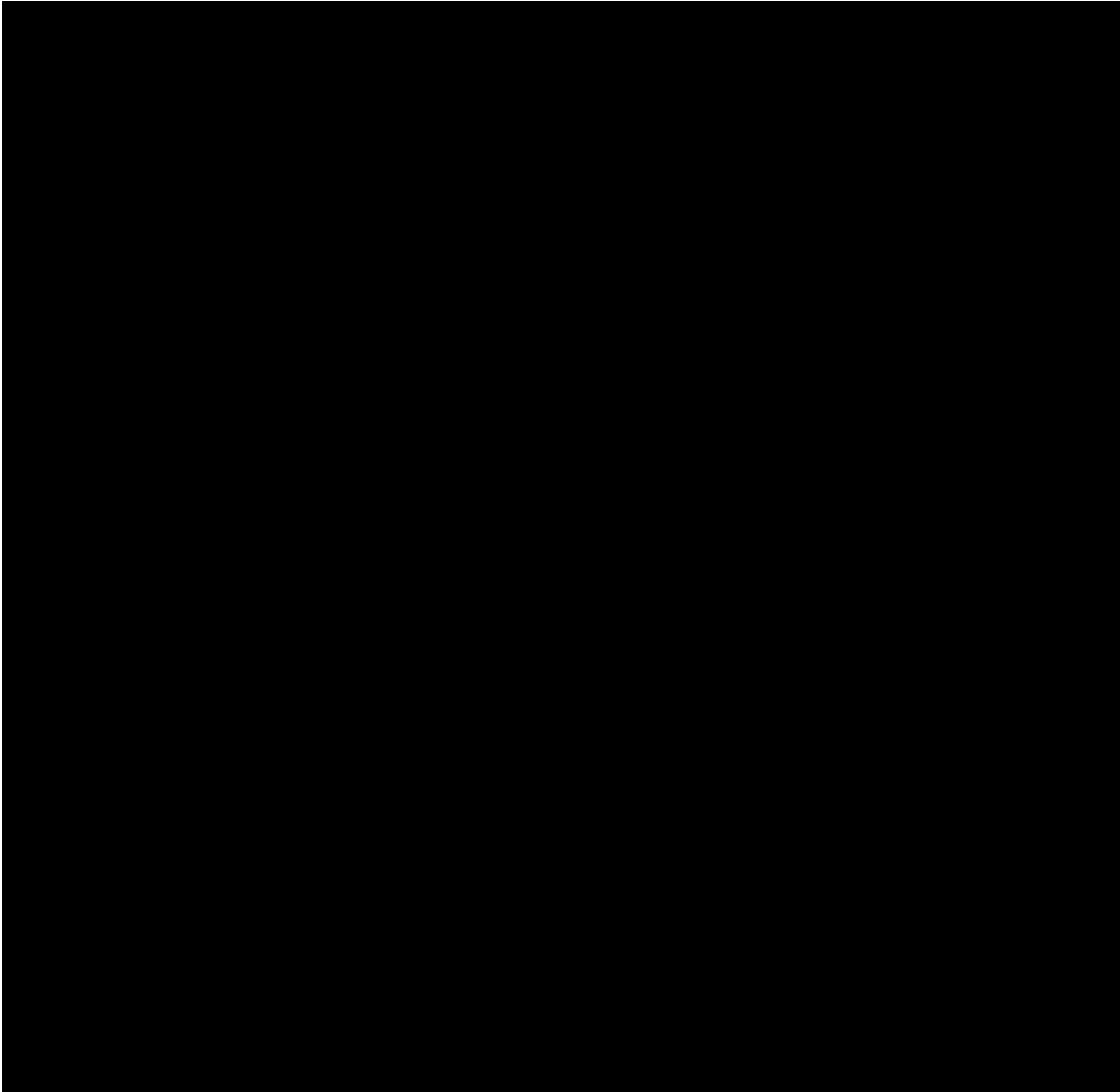
[REDACTED]

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;*











**Redacted Copy**

**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

**GP6 Wellness, LLC**

Business License Applicant Name

[REDACTED]

Individual with Ownership Interest in Applicant

**Dispensary**

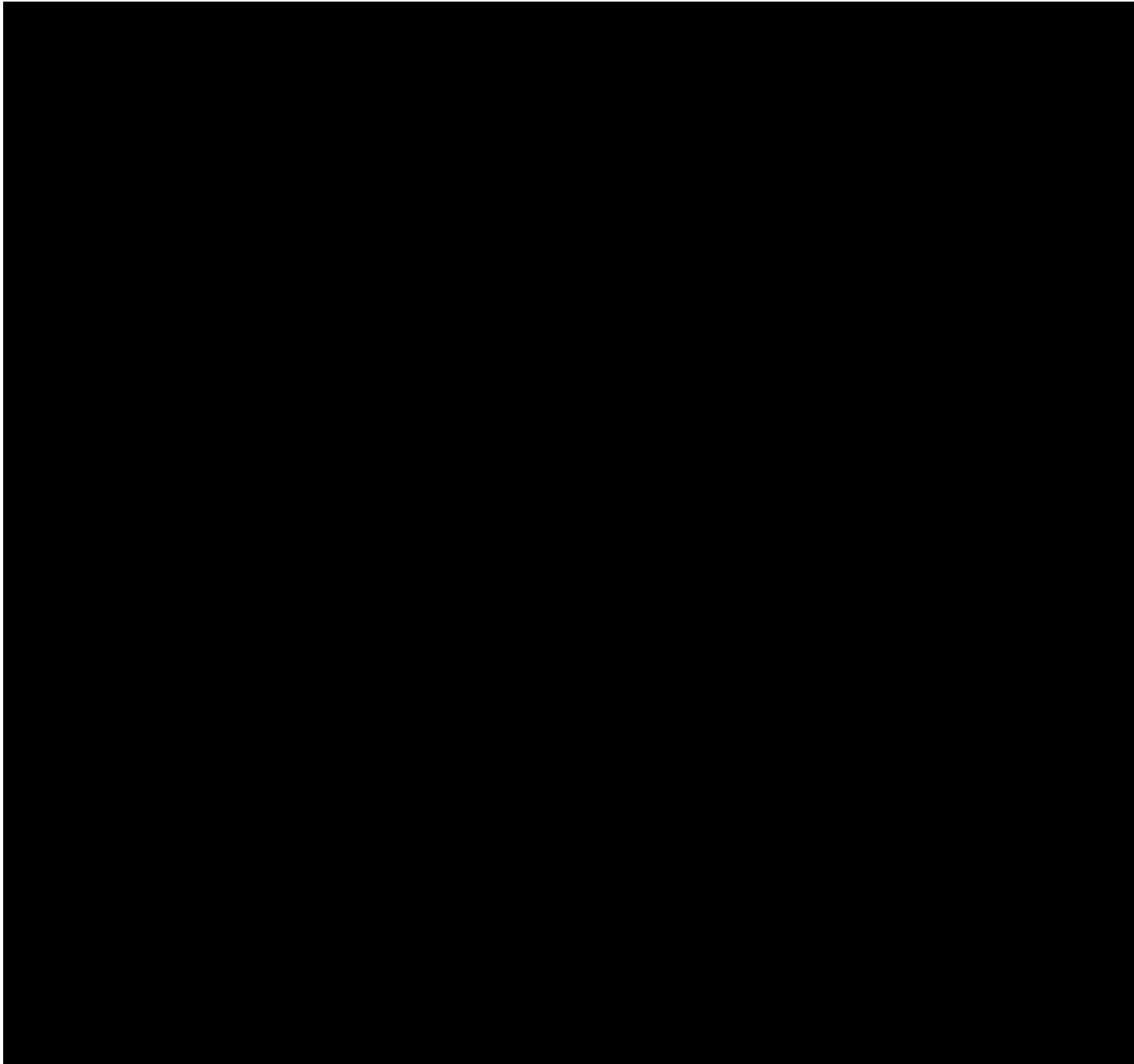
License Type

[REDACTED]

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.*













**FORM A: OWNERSHIP RESUME / CURRICULUM VITAE**

**GP6 Wellness, LLC**

**Dispensary**

Business License Applicant Name

License Type

[REDACTED]

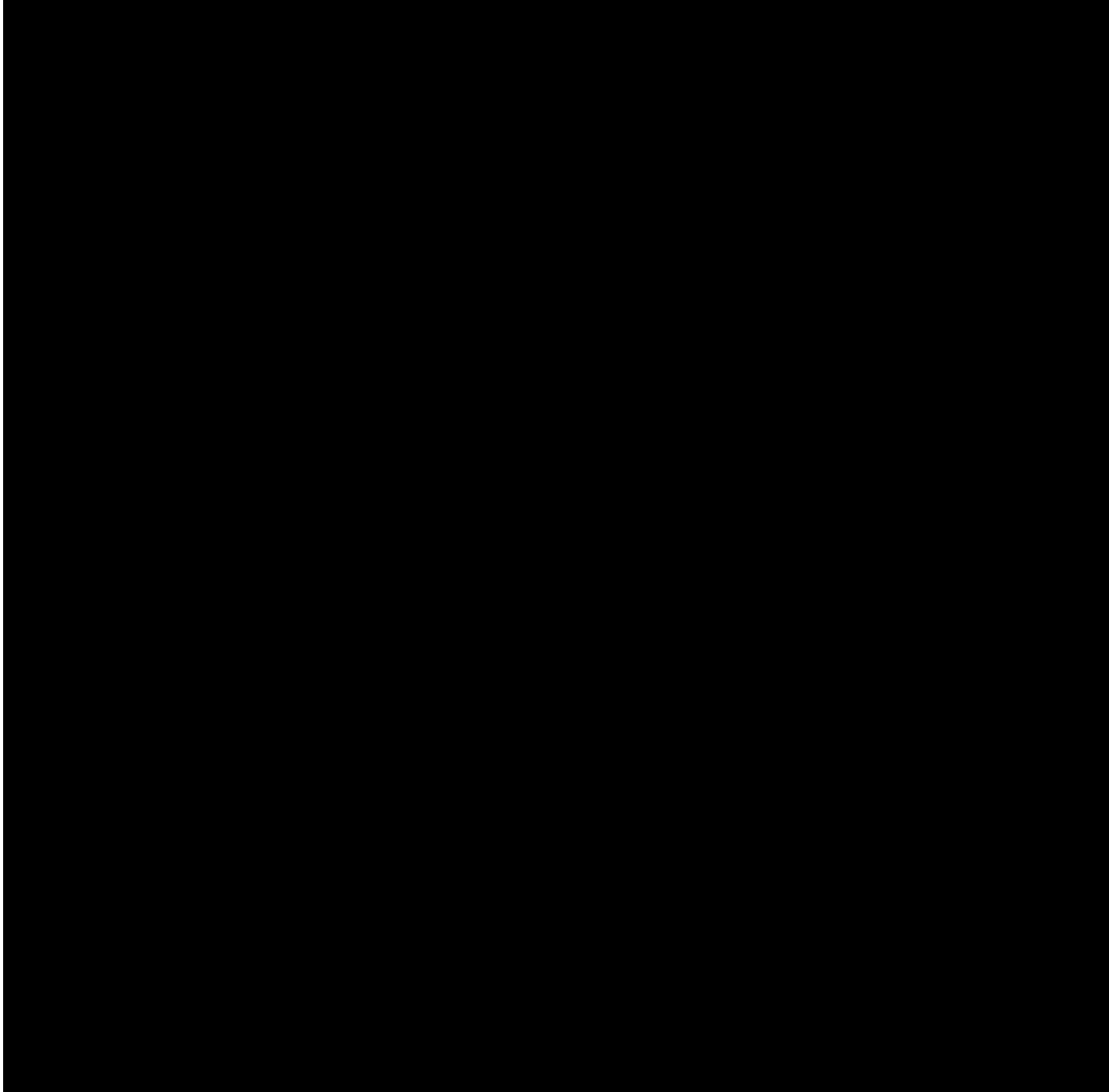
[REDACTED]

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.*











# 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date





























































# Exhibit 3 - Criminal Background Check

## Verification

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

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

Exhibit 3 includes verifications by each individual with a controlling interest in Applicant that they have requested a state and national criminal background check.

**3.1 Background Check Applicant Verification (FORM B)**

Please see attached FORM B: BACKGROUND CHECK APPLICANT VERIFICATION verifying the following: (1) the name and title of each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant); and (2) that each identified individual has requested a criminal background check from the Alabama Law Enforcement Agency (ALEA).

See **Attachment Page 2**

**3.2 STATE BACKGROUND CHECK (FORM C)**

Each individual identified in FORM B has submitted an application for a state background check, conducted by ALEA. The required application and fingerprint cards described in FORM C have been mailed to the Alabama Law Enforcement Agency, and thus is **not** included in this Exhibit.

**3.3 NATIONAL BACKGROUND CHECK (FORM D)**

Each individual identified in FORM B has submitted an application for a national background check, conducted by the FBI. The required application and fingerprint cards described in FORM D have been mailed to the FBI CJIS Division, and thus is **not** included in this Exhibit.

**3.4 BACKGROUND CHECK INDIVIDUAL VERIFICATION (FORM E)**

Please see attached an executed FORM E for each individual identified in FORM B verifying that the individual has requested a state criminal background check from ALEA and a national criminal background check from the FBI.

See **Attachment Pages 3-8**

Redacted Copy

GP6 Wellness, LLC

Dispensary

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)
[REDACTED]	<input checked="" 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
[REDACTED]	<input checked="" 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
[REDACTED]	<input checked="" 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
[REDACTED]	<input checked="" 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
[REDACTED]	<input checked="" 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
[REDACTED]	<input checked="" 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
[REDACTED]	<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
[REDACTED]	<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
[REDACTED]	<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
[REDACTED]	<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.

[REDACTED]

[REDACTED]

Printed Name of Verifying Individual

Title of Verifying Individual

12.24.2022

Signature of Verifying Individual

Verification Date

Redacted Copy

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.

GP6 Wellness, LLC

Dispensary

Business License Applicant Name

License Type

Individual's Name

Individual's Role (select all that apply): [X] 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.

[Redacted Signature]

Signature of Verifying Individual

12/21/2022

Verification Date

**Redacted Copy****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.*

**GP6 Wellness, LLC****Dispensary**

Business License Applicant Name

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

12.24.2022

Verification Date

# Redacted Copy

## 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.

GP6Wellness, LLC

Dispensary

Business License Applicant Name

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.

[Redacted Signature]  
Signature of Verifying Individual

12/26/2022  
Verification Date



**Redacted Copy****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.*

GP6Wellness LLC

Dispensary

Business License Applicant Name

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

11/10/2022  
 Verification Date

**Redacted Copy**

**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.*

**Gp6 Wellness, LLC**

**Dispensary**

Business License Applicant Name

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

**12.22.2022**  
Verification Date

# Redacted Copy

## 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.

**GP6 Wellness, LLC**

**Dispensary**

Business License Applicant Name

License Type

[Redacted]

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.

[Redacted Signature]

Signature of Verifying Individual

12/26/22

Verification Date

# Exhibit 4 – Demonstration of Sufficient Capital

## Verification

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

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**4.0 Demonstration of Sufficient Capital**

Applicant has demonstrated that it has more than sufficient capital available to open and operate at least three (3) dispensaries. Specifically, Applicant has at least [REDACTED] available from its members. Applicant’s projected annual budgets during the first 3 full years of operation is [REDACTED]

[REDACTED]

Applicant has identified the following sources of capital as pledged by Applicant’s members/owners. Each member’s source of capital has been verified by Applicant’s Responsible Person and Applicant’s Contact Person and an independent CPA (see attached).

<u>Owner/Member</u>	<u>Amount Pledged by Owner/Member to Applicant</u>	<u>Verification by CPA</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
<b>Total Available Capital:</b>	[REDACTED]	

The undersigned Contact Person, [REDACTED] and Responsible Party, [REDACTED] for GP6 Wellness, LLC (the “Applicant”) hereby verify that all the information contained in this Exhibit 4 is accurate and complete as of December 29, 2022.

By: [REDACTED]

Name: [REDACTED]  
Title: Applicant’s Contact Person

By: [REDACTED]

Name: [REDACTED]  
Title: Applicant’s Responsible Party











# Exhibit 5 – Financial Statements

## Verification

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

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

The Applicant has worked with an independent Certified Public Accountant (CPA) to develop a comprehensive pro forma containing year-end projections over at least the first (3) calendar years following the commencement of operations. Utilizing Applicant's extensive experience in the industry building, opening, and operating dispensaries in similar medical cannabis markets, and our CPA's extensive experience working with a large number of cannabis clients, Applicant has prepared a conservative, yet detailed, balance sheet, profit and loss, and cash flow statement for the first five (5) years of operation, including the year of commencement plus five more. Applicant has accounted for unexpected costs and/or delays to ensure Applicant is prepared for the uncertainty in a new industry and market such as medical cannabis in Alabama.

As with any financial projection, Applicant has made several educated assumptions based on Applicant's past experience and public information available from similar medical cannabis markets. In particular, Applicant makes the following assumptions to develop their projections:

1. The first full year of medical marijuana sales in the State of Alabama will be between \$80-\$90M with that number rising to \$450-\$545M by the fourth year (Source: Huhn, Kevin, et al. "Alabama Aims to Accept Medical Marijuana License Applications by Fall." MJBizDaily, 10 June 2022, <https://mjbizdaily.com>.);
2. There will be 37 operational dispensaries in the State of Alabama;
3. Dispensary licenses will be issued in July 10, 2023, according to the AMCC timeline; and
4. Applicant will commence operations in December 2023, 5 months after licenses are issued.

Based on our projections and budgets, Applicant believes we will need at least [REDACTED] in capital during the first three full years after a license is issued to Applicant. These projected costs would cover our projected build-out costs plus our projected expenses up through our first full month of operations. We expect to be profitable starting in the first year. Should Applicant's cost exceed the original budget due to unforeseen delays or other factors, Applicant has demonstrated that it has more than sufficient capital to cover

unexpected costs. Specifically, Applicant has demonstrated it has access to more than enough capital to cover fixed expenses (assuming zero revenue) for at least the first three (3) full years of operation, which Applicant expects to be around [REDACTED].

**5.1: Balance Sheet**

Applicant has prepared a projected balance sheet report, providing the value of assets, liabilities, and equity at commencement (Year 0 - 2023), plus five (5) years (2024-2028), as of December 31 of each year. For Applicant’s projections, we assumed that all expenses, including inventory, are paid on delivery, which is typical in the industry. We have also accounted for the collecting and payment of Alabama sales tax and cannabis tax, as required, monthly.

Applicant has included an estimate for an initial cost for inventory of [REDACTED] [REDACTED] ) and startup costs of [REDACTED]. Projected startup costs are based on an estimate obtained from a professional architectural firm, which estimates build out costs to be [REDACTED] for all three locations (See **Attachment Pages 13-15** for a professionally prepared construction budget for each location). In addition to the construction budget, Applicant has budgeted roughly [REDACTED] per location ([REDACTED] total) for furniture, fixtures, & equipment (FFE), computer equipment, and security equipment (including a secure vault). Based on Applicant’s past experience, Applicant understand not only the importance of security, but also its cost. To cover these costs, Applicant includes an initial contribution of [REDACTED] from its members in its projections.

See **Attachment Pages 5** for projected Balance Sheet.

**5.2: Profit and Loss**

Based on Applicant’s experience, Applicant has prepared a projected profit and loss report, broken down per location, summarizing any income, expenses, and net profit from Applicant’s inception to date of commencement (Year 0 – December 2023), and as projected over each calendar year thereafter (five (5) years (2024-2028)).

Applicant projected first year of revenues by estimating the total sales (~\$85M) in the State based on publicly available estimates and dividing that number by the number of dispensary licenses expected to be issued (37). Applicant estimates that some dispensaries may perform below the State average, while others may perform above based on location, but the average revenue per dispensary would be projected at around [REDACTED] in the first full year. Based on Applicant's experience in similar markets, Applicant estimated an initial Cost of Goods Sold will initially be 50% for the first two years of operation and slightly decrease in the following years. For expenses, Applicant has included an estimate of Applicant's major projected expenses and has included a line item for "Other" to account for any unexpected expenses. Overall, since this is a new industry in a new market, Applicant has made conservative estimates for its expenses to ensure Applicant is successful.

Lastly, Applicant expects to elect to be treated as a [REDACTED] for tax purposes, and thus has included line items for estimated Federal income taxes at 21.0% and State of Alabama income taxes at 6.5%. In addition, Applicant also includes a line item for Alabama's Privilege tax based on our projected liabilities and equity at the end of each calendar year.

As previously stated, Applicant has budgeted a [REDACTED] contribution from its members, which is more than sufficient to cover it's initial build out costs, plus the first three years of operation. Applicants available capital is also more than sufficient to cover fixed expenses for the first 3 years, not including any projected revenue.

Applicant's projected Profit & Loss statements from obtaining a license from the State through the first five (5) full years of operation are as follows:

See **Attachment Pages 6-11** for projected Profit & Loss Statements.

**5.3: Statement of Cash Flow**

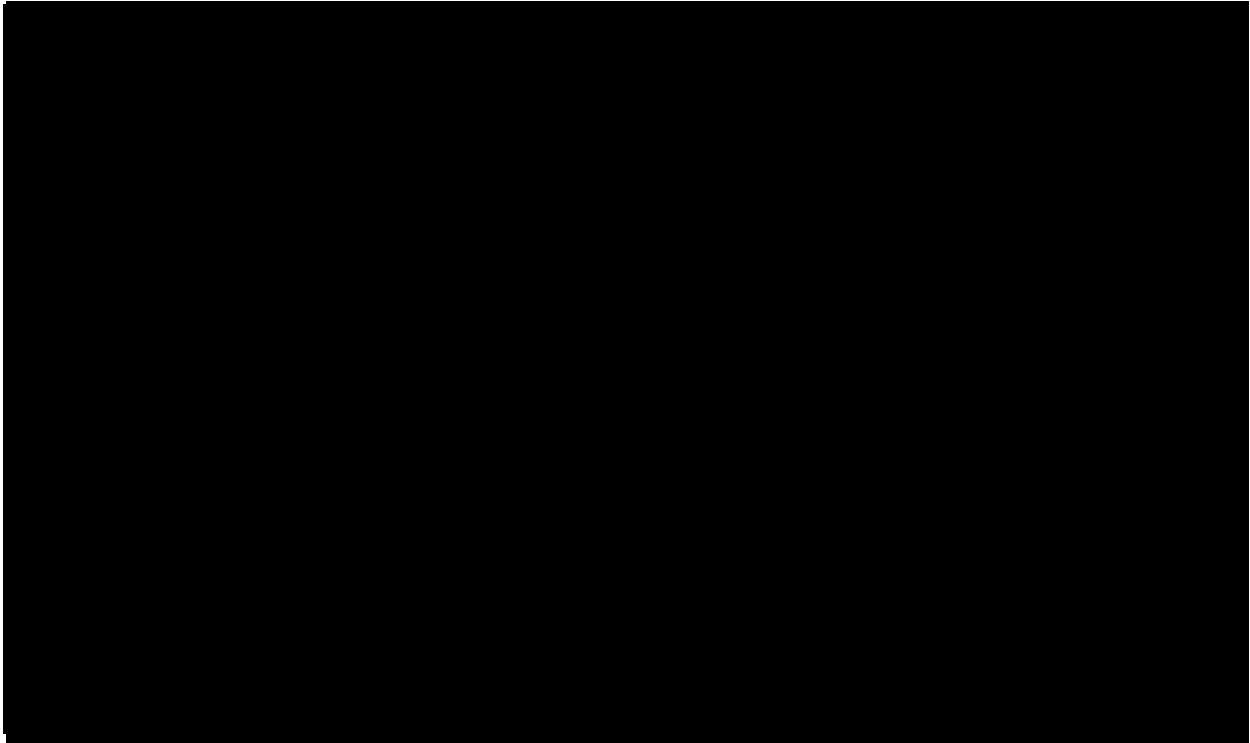
Applicant has prepared a projected Cash Flow Statement from inception to commencement (Year 0) and for each calendar year thereafter for the next five (5) years. Applicant has

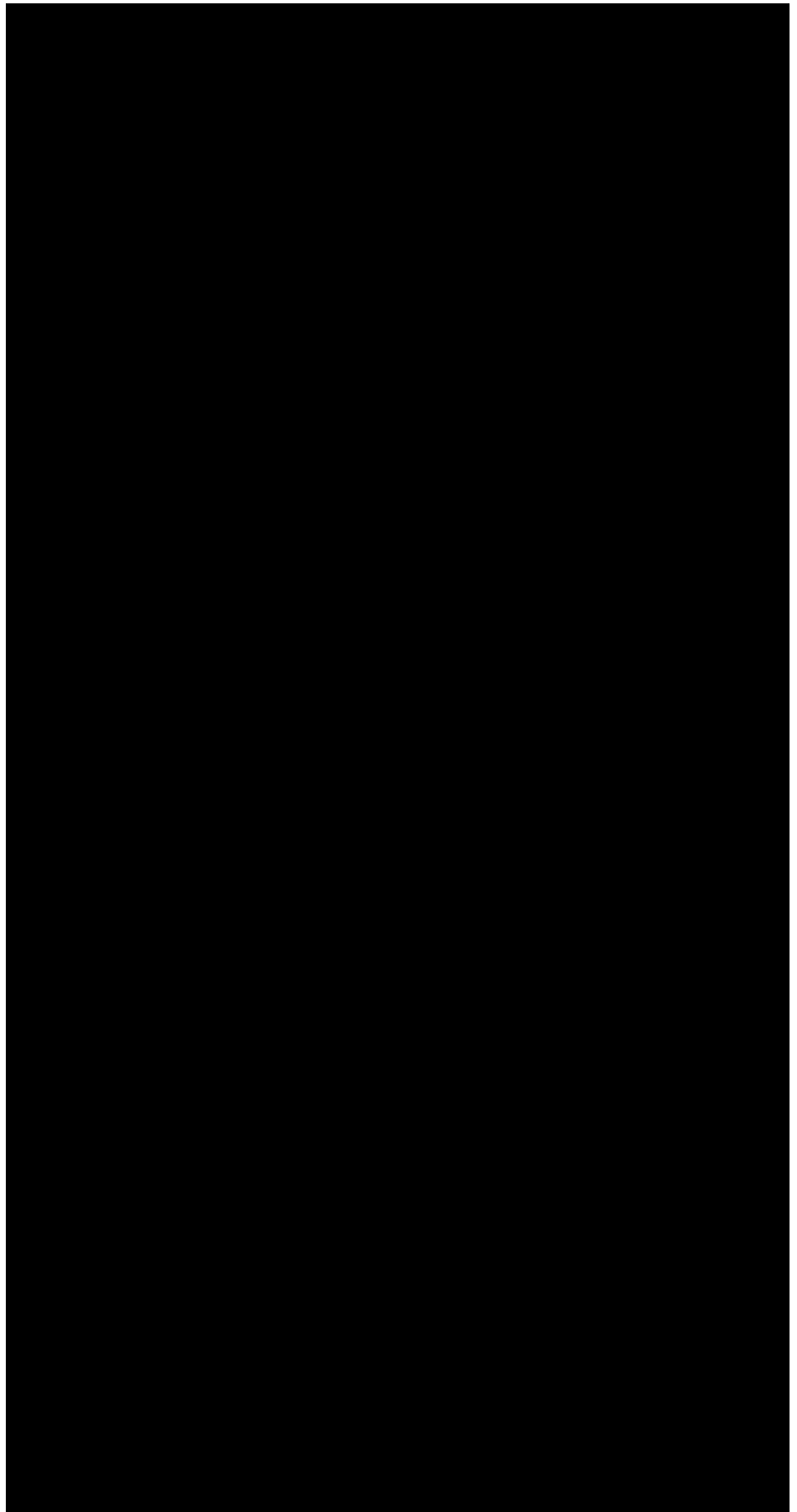
included an initial inventory equal to at least one month’s inventory. As outlined above, Applicant further assumes an initial startup cost of [REDACTED] and initial member contributions of [REDACTED], which more than adequately cover Applicant’s projections for the first three (3) years. Applicant assumes no further contributions will be required, however, should Applicant require additional funds, Applicant has demonstrated access to more than the initial contribution of [REDACTED].

See **Attachment Pages 12** for projected Cash Flow Statement.

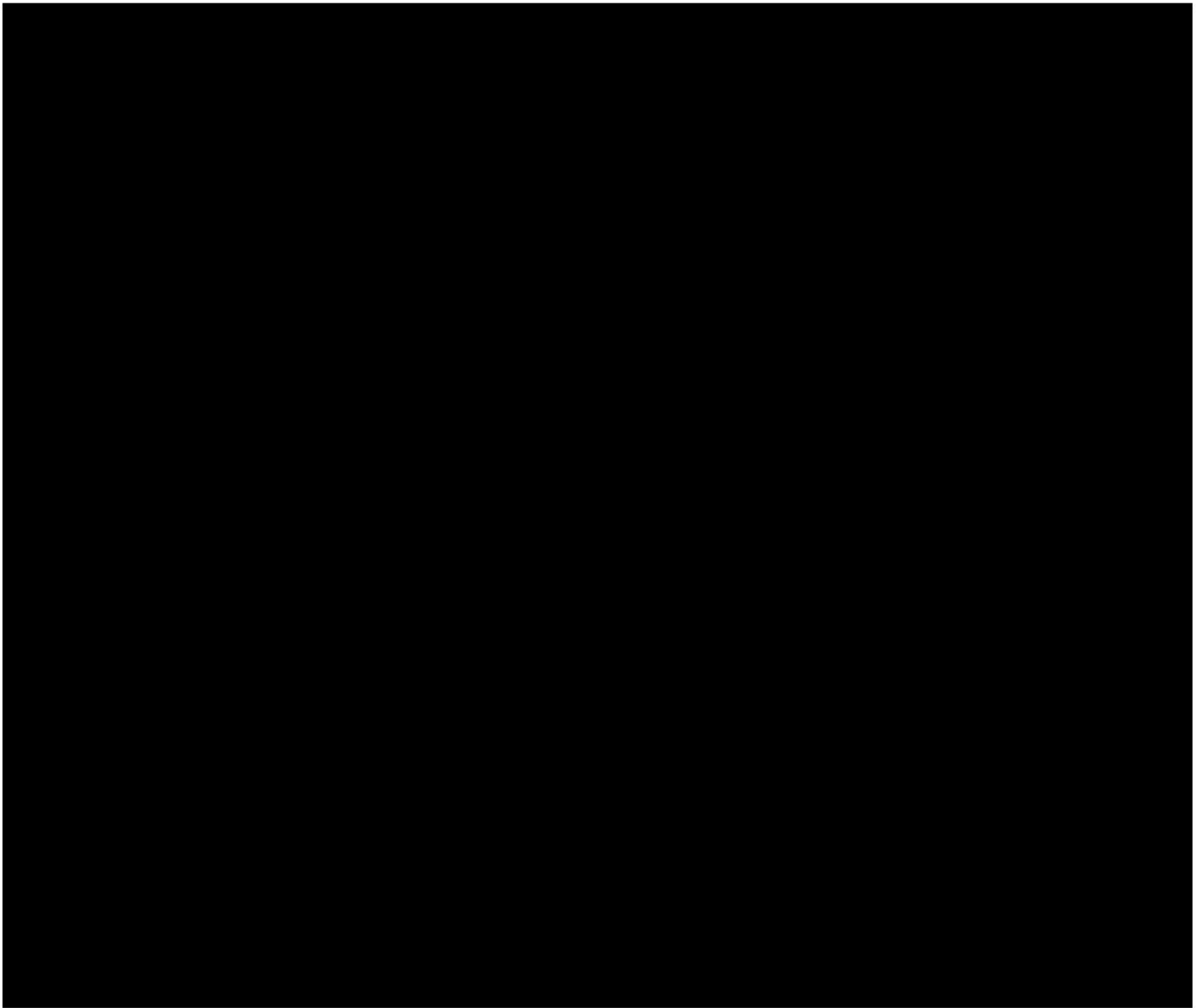
**Summary of Attachments**

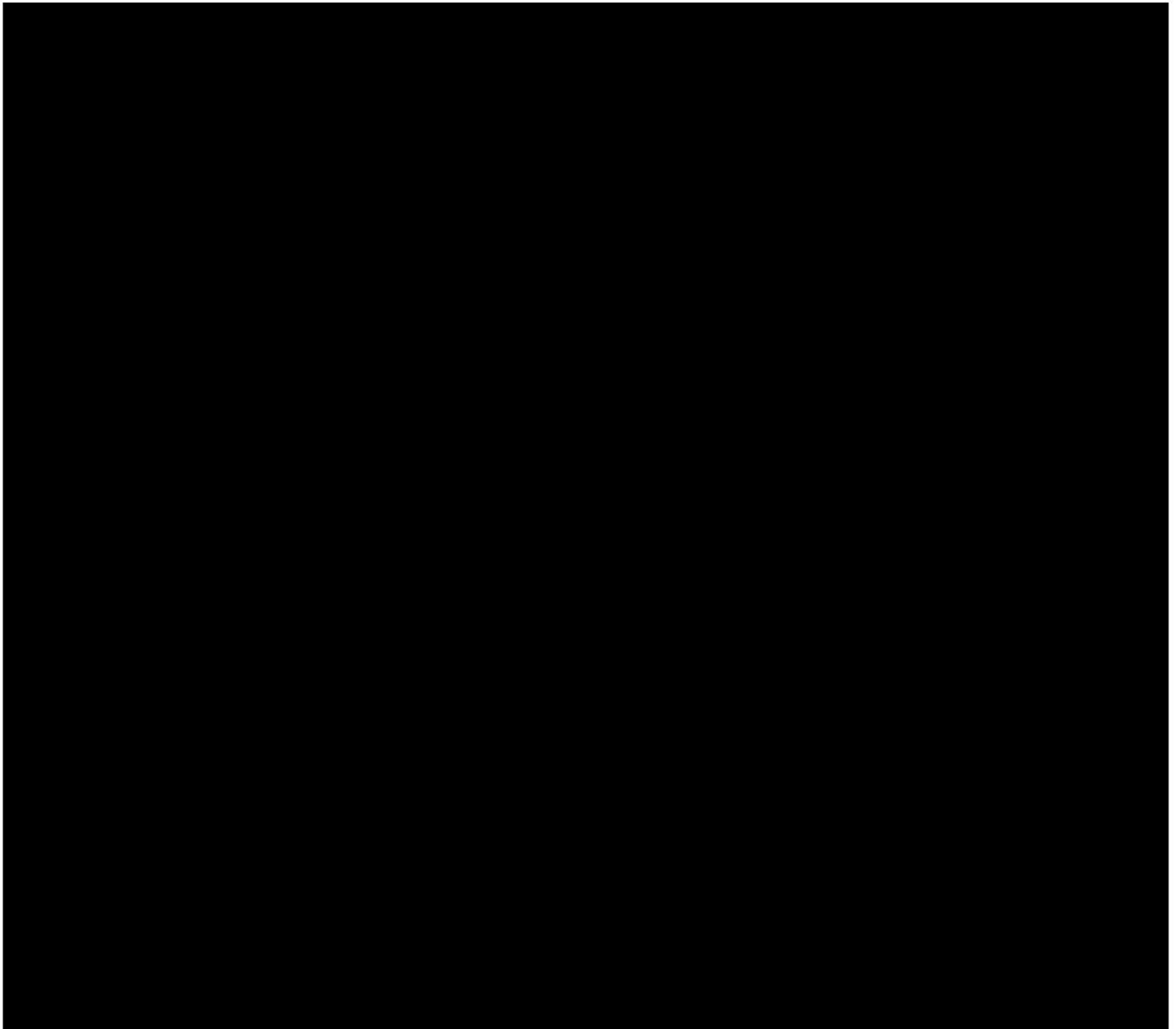
<b><u>Document</u></b>	<b><u>Attachment Page #</u></b>
Balance Sheet	Page 5
Profit & Loss (Inception to Commencement & Year 0)	Page 6
Profit & Loss (Year 1)	Page 7
Profit & Loss (Year 2)	Page 8
Profit & Loss (Year 3)	Page 9
Profit & Loss (Year 4)	Page 10
Profit & Loss (Year 5)	Page 11
Cash Flow Statement	Page 12
Construction Budget (Location 1)	Page 13
Construction Budget (Location 2)	Page 14
Construction Budget (Location 3)	Page 15



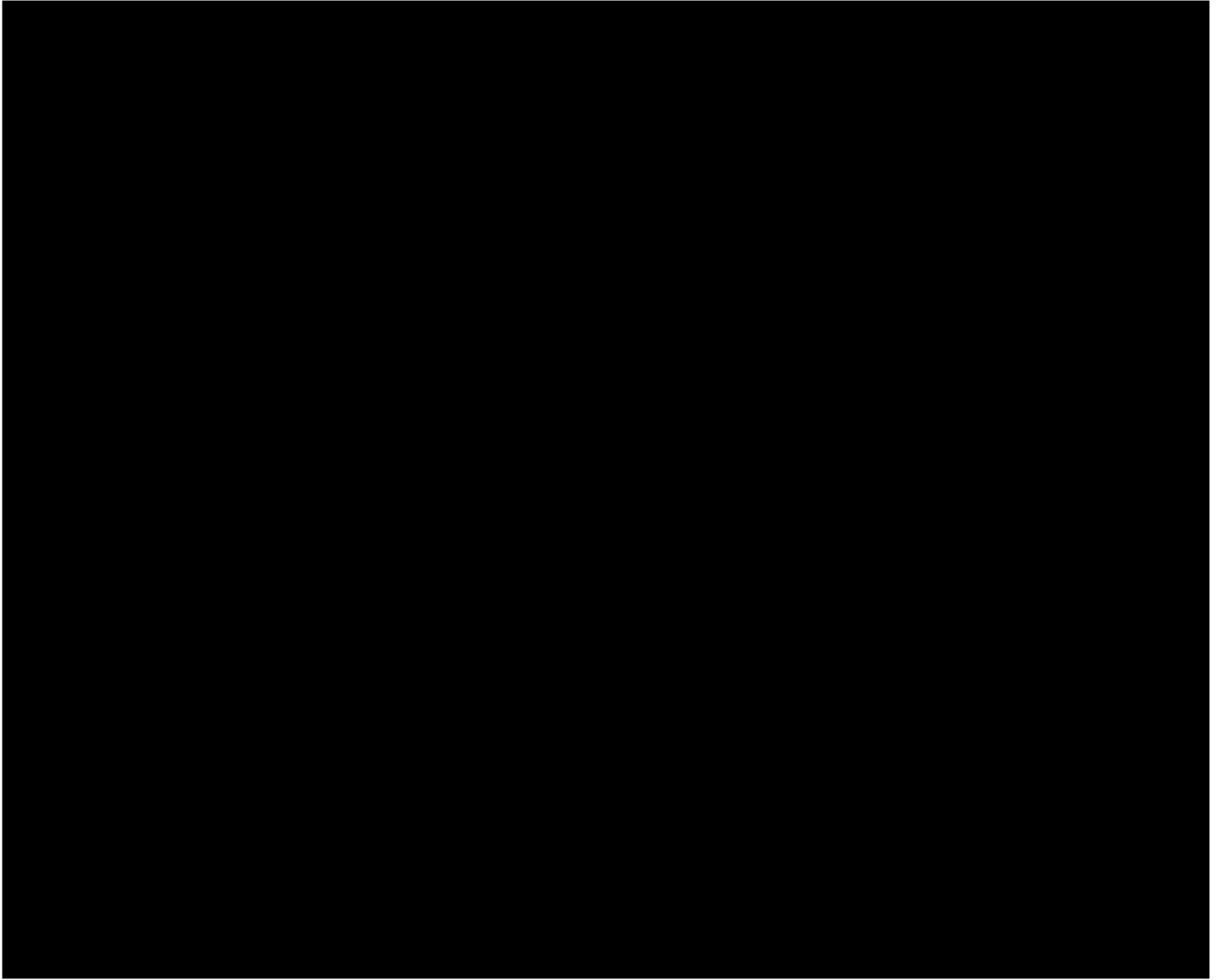


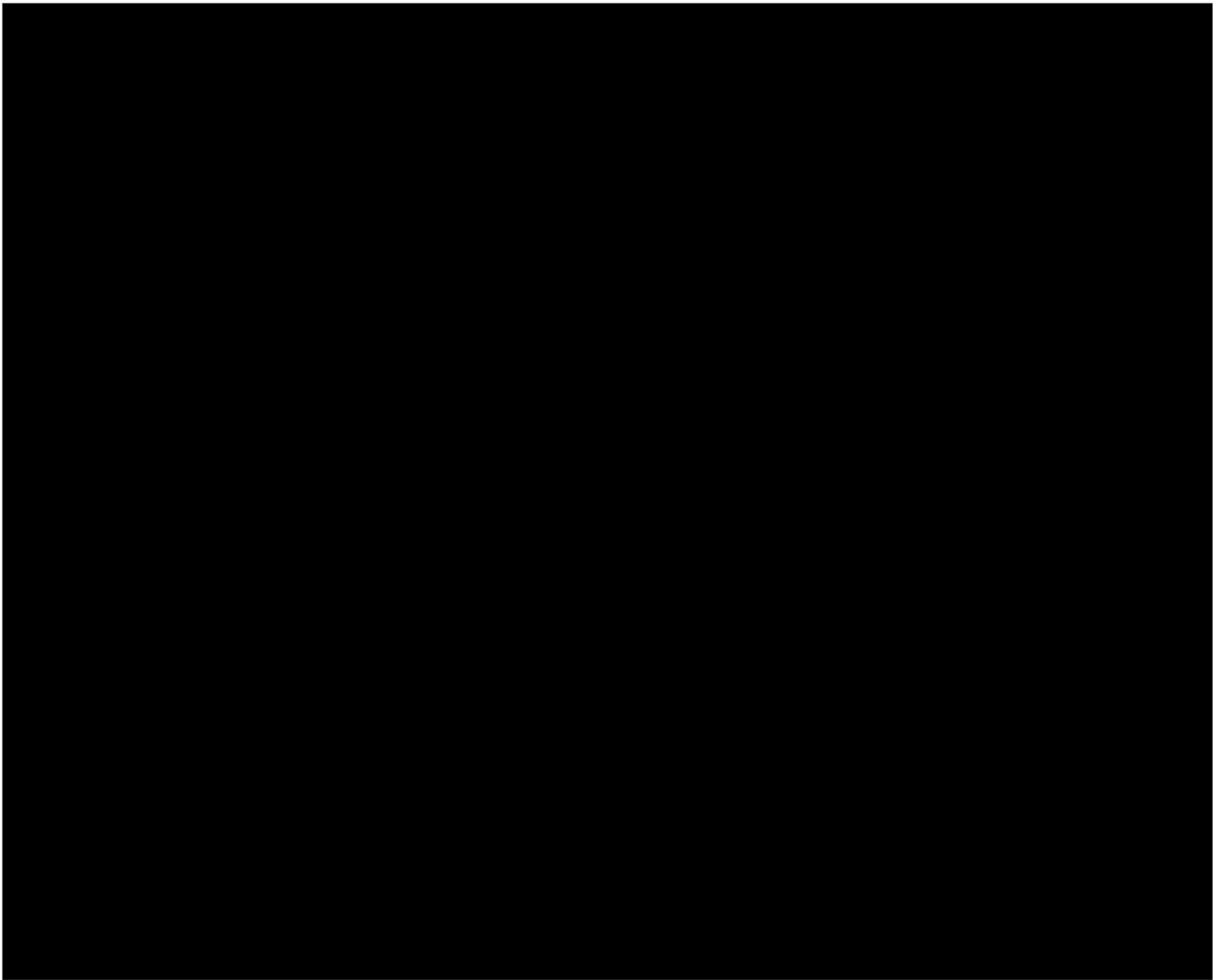


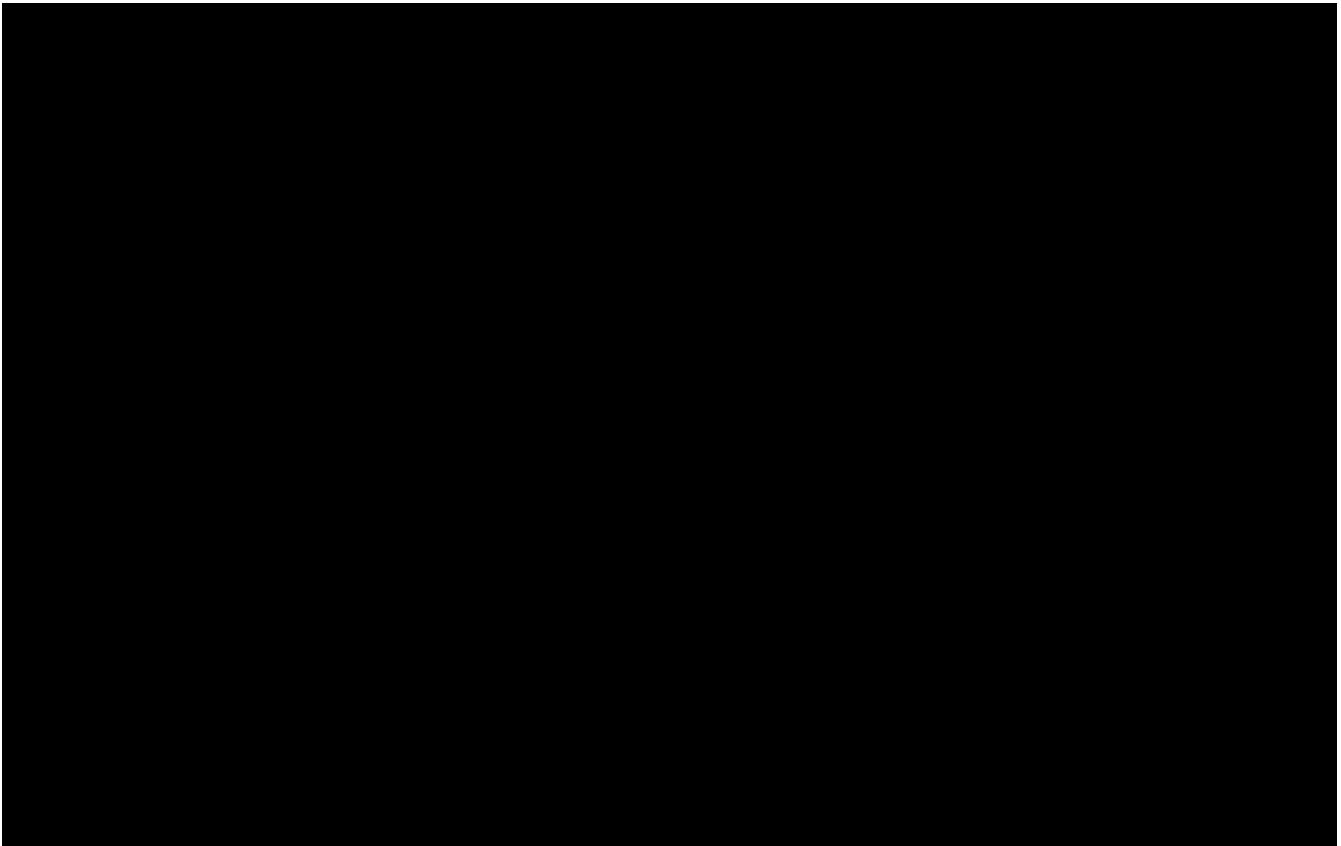


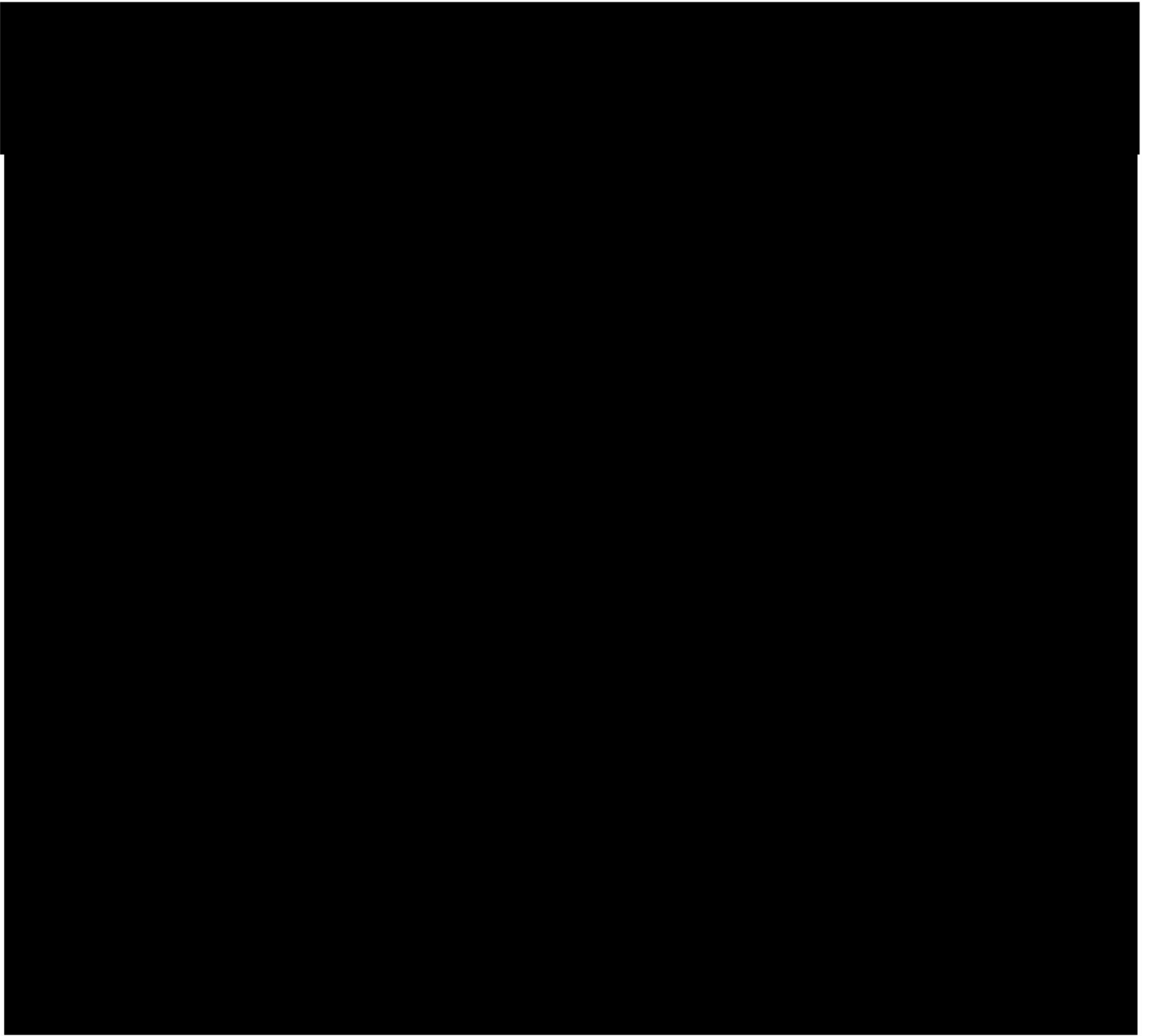






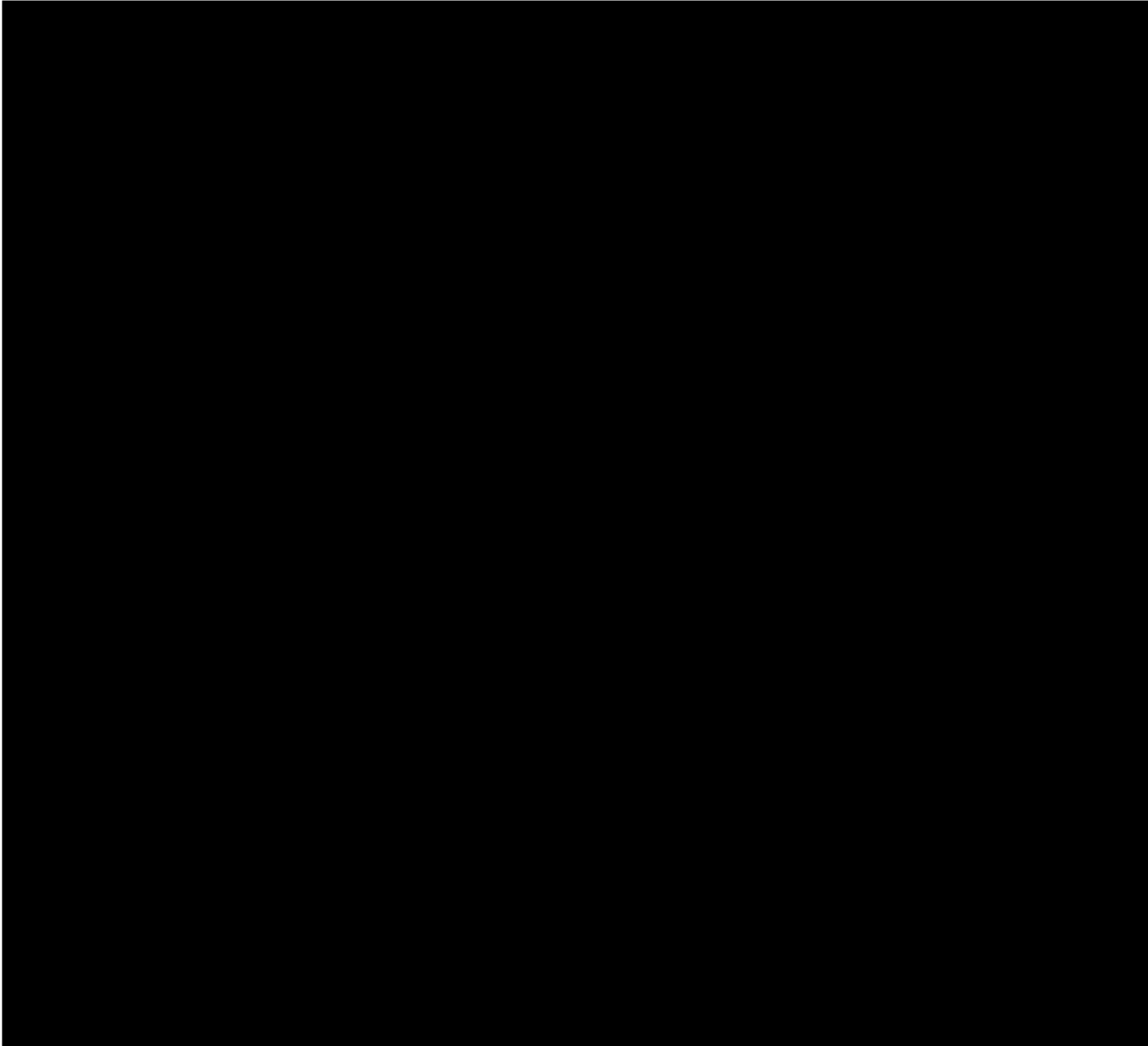






Clarifications:

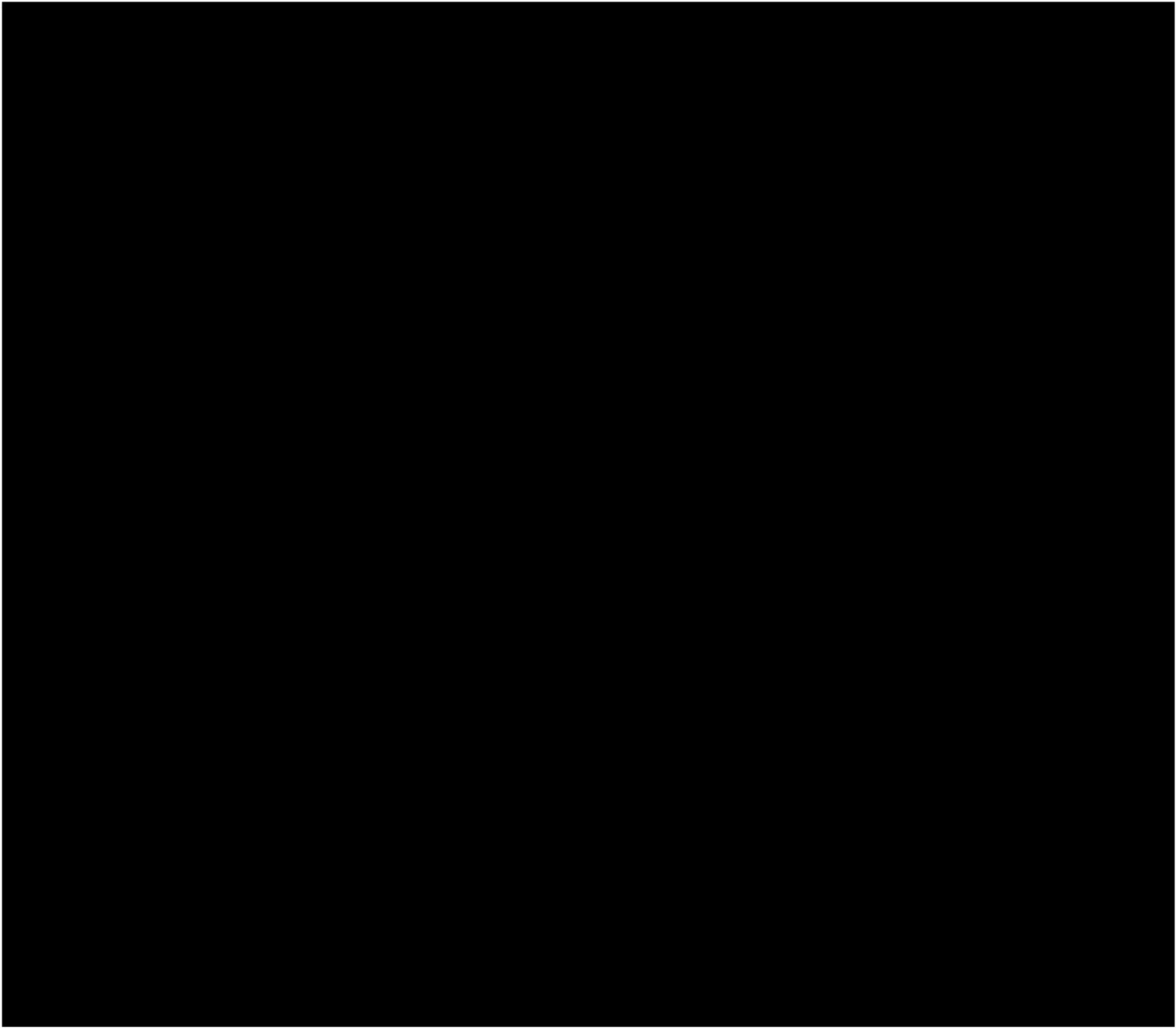
1. Pricing is conceptual and subject to change once drawings are complete.



Clarifications:

1. Pricing is conceptual and subject to change once drawings are complete.





Clarifications:

1. Pricing is conceptual and subject to change once drawings are complete.

# **Exhibit 6 - Tax Plan**

## **Verification**

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

  
\_\_\_\_\_  
**Printed Name of Verifying Individual**

  
\_\_\_\_\_  
**Title of Verifying Individual**

  
\_\_\_\_\_  
**Signature of Verifying Individual**

12.29.2022  
\_\_\_\_\_  
**Verification Date**

**Purpose**

The purpose of this Tax Plan is to demonstrate Applicant’s understanding of, and plans for compliance with, all applicable tax laws, including but not limited to providing all information required for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and payment of the same. Applicant has worked with a licensed Certified Public Accountant (CPA) to develop our plan.

**6.0 Tax Plan**

**Sales Tax**

We understand commencing January 1, 2022, there is levied, in addition to all other taxes of every kind now imposed by law, and shall be collected and remitted in accordance with Article 1, commencing with Section 40-23-1, of Chapter 23 of Title 40, Code of Alabama 1975, a tax on the gross proceeds of the sales of medical cannabis when sold at retail in Alabama at the rate of nine percent of the gross proceeds of the sales. It is our understanding that the nine percent (9.0%) tax will be in addition to the four percent (4.0%) state sales tax for general merchandise (state rate) and the local county and municipality rate for that locality (varies by city and county). Specifically, for Applicant’s proposed locations, our understanding is that the total sales tax collected by Applicant would be as follows:

<b><u>Municipality</u></b>	<b><u>State Sales Tax</u></b>	<b><u>County Sales Tax</u></b>	<b><u>Local Sales Tax</u></b>	<b><u>Medical Cannabis Tax</u></b>
Birmingham (Jefferson County)	4.0%	2.0%	4.0%	9.0%
Athens (Limestone County)	4.0%	2.0%	3.0%	9.0%
Attalla (Etowah County)	4.0%	1.0%	5.0%	9.0%

It is our plan to collect all applicable sales taxes at the point of sale, account for the liability within our accounting system, and remit the sales taxes in accordance with all state, county, and local regulations.

**Privilege Tax**

We understand that Commencing January 1, 2022, there is levied an annual privilege tax on every person doing business in Alabama, including Applicant. In accordance with Chapter 14A, Title 40, Code of Alabama 1975, the tax shall accrue as of January 1 of every taxable year or as of the date the Applicant is licensed to do business. The tax shall be levied upon the Applicant's net worth in Alabama for the taxable year. Applicant's net worth in Alabama shall be determined by apportioning the Applicant's net worth computed under Section 40-14A-23, in the same manner as prescribed for apportioning income during the determination period for purposes of the income tax levied by Chapter 18 of Title 40, or the manner in which the income would be apportioned if the Applicant were subject to the income tax. The amount of tax due shall be computed in the same manner and at the same rate of tax as prescribed in Section 40-14A-22, for purposes of determining the annual privilege tax levied by Chapter 14A of Title 40. The annual return required by the state shall be due no later than the corresponding federal income tax return, as required to be filed under federal law. In the case of a Applicant's initial return, the annual return shall be due no later than two and one-half months after the taxpayer is licensed to do business, or commences business, in Alabama. The Department of Revenue may grant a reasonable extension of time for filing returns under rules adopted by the Department of Revenue. No extension shall be for more than six months. The annual medical cannabis privilege tax shall be reported on forms and in the manner as prescribed by rule by the Department of Revenue. The failure to receive a form from the Department of Revenue shall not relieve Applicant from liability for any tax, penalty, or interest otherwise due. The tax due, as reported, shall constitute an admitted liability for that amount. The Department of Revenue may compute and assess additional tax, penalty, and interest against a taxpayer as provided in this chapter. It is our intention to comply with the regulations described above and accordingly we have reflected an expense line item in our projected financial statements in Exhibit 5.

**Income Tax**

We understand that because we will be selling high THC medical cannabis, which is considered trafficking in a Schedule 1 controlled substance, we are subject to Internal Revenue Code Section 280E. According to a memo issued by the Office of Chief Counsel for

the Internal Revenue Service dated December 10, 2014, businesses that sell Schedule 1 controlled substances, which include marijuana, are assessed income taxes on their gross income. Gross income is defined in the memo as net gains derived from dealings in property, which includes controlled substances produced or acquired for resale. Gains derived from dealings in property means gross receipts less cost of goods sold, defined as the adjusted basis of merchandise sold during the taxable year. Cost of goods sold includes expenditures necessary to acquire, construct or extract a physical product which is to be sold. The seller does not have gains until they recover the economic investment made directly in the item sold. Cost of goods sold is derived by adding beginning inventory to current year production costs or current year purchases and subtracting ending inventory. Taxable income is determined by subtracting all ordinary and necessary business expenses from gross income as defined above.

For corporate income tax purposes, the starting point for the calculation of Alabama taxable income is federal taxable income before net operating losses. Calculation of income, gain, and loss is determined in accordance with the method provided in the Internal Revenue Code substituting Alabama amounts as required. There are no modifications or exceptions to the application of IRC § 280E when calculating the taxable income of a corporation. Thus, it is our understanding Alabama currently conforms to IRC § 280E for corporate income tax purposes.

Accordingly, we will calculate and remit federal and state income taxes based on our gross profits as determined by subtracting our cost of goods sold from the gross proceeds received from sales of medical marijuana. We have hired an independent CPA who specializes in the cannabis industry to properly calculate taxes owed and file accurate tax returns with both the Internal Revenue Service and the State of Alabama.

Our financial projections assume we will elect to treat the LLC as a C-corporation for tax purposes. As such, the income tax subtraction included on our profit and loss projection within Exhibit 5 was calculated by multiplying our gross profit by a combined income tax rate of 27.5%, which includes federal income taxes of 21.0% and state income taxes of 6.5%.

**Payment of Taxes**

Applicant intends to pay their taxes in the same way as other businesses in Alabama. Federal tax payments are made using the Electronic Federal Tax Payment System (EFTPS), or by mailing a check or money order to the IRS. All state, county, and local administered taxes will be filed through the Alabama Department of Revenue's My Alabama Taxes portal or through the appropriate county and local tax administrator, if required. All local taxes will be remitted monthly, or as required by state and local regulations.

# Exhibit 7 – Business Formation Documents

## Verification

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

  
Printed Name of Verifying Individual

  
Title of Verifying Individual

  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Summary**

Applicant has prepared certified copies of business formation documents for GP6 Wellness, LLC, including Applicant’s executed Operating Agreement.

**7.0 Business Formation Documents**

Applicant, GP6 Wellness, LLC, was formed on September 28, 2022, as a Limited Liability Company in the State of Alabama. The corporate address for GP6 Wellness, LLC is [REDACTED]

GP6 Wellness, LLC is made up of the following six (6) members and six (6) managers:

	<b><u>Members:</u></b>	<b><u>Ownership %:</u></b>
1	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]

**Attachments**

Applicant includes the following business formation documents as Attachments:

<b><u>Document</u></b>	<b><u>Attachment Page #</u></b>
Certified Copy of Domestic LLC Certificate of Formation from the State of Alabama	Page 2-4
Certified Copy of Entity Name Reservation from the State of Alabama	Page 5
GP6 Wellness, LLC Operating Agreement including a Table of Contents	Pages 6-46



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 GP6 Wellness, LLC, as received and filed in the Office of the Secretary of State on 09/28/2022.



20221217000002596

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.

12/17/2022

Date

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:

GP6 Wellness, 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):

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

\*COUNTY of above address:

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State
001-042-116 DLL
Date 09/28/2022
Time 15:23:00
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 / 28 / 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 : 23  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 / 28 / 2022  
Date (MM/DD/YYYY)

[REDACTED]  
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:

**GP6 Wellness, LLC**

This name reservation is for the exclusive use of Bradley Arant Boult Cummings LLP, 1819 5th Ave N , Birmingham, AL 35203 for a period of one year beginning September 28, 2022 and expiring September 28, 2023



RES048537

**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 28, 2022

Date

A handwritten signature in black ink that reads "J. H. Merrill".

**John H. Merrill**

**Secretary of State**

**LIMITED LIABILITY COMPANY AGREEMENT**

**between**

**GP6 Wellness, LLC**

**and**

**THE MEMBERS NAMED HEREIN**

**Dated as of:**

**SEPTEMBER 28, 2022**

**THE UNITS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF SUCH UNITS IS RESTRICTED AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES INFORMATION, INCLUDING, IF REQUESTED BY THE COMPANY, AN OPINION OF COUNSEL, SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING UNITS REPRESENTED BY THIS AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS UNITS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH, OR EXEMPTION UNDER, THE AFORESAID ACTS AND LAWS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.**

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LIMITED LIABILITY COMPANY AGREEMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



















































































IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Company:  
GP6 Wellness, LLC

The Members:

[Redacted signature area with horizontal lines]



# Exhibit 8 – Business License and Authorization of Local Authorities

## Verification

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

 \_\_\_\_\_  
Printed Name of Verifying Individual

 \_\_\_\_\_  
Title of Verifying Individual

 \_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Summary**

Applicant includes authorizations from local jurisdictions in which Applicant proposes to open medical cannabis dispensaries.

**8.1 Business License**

*As applicable, certified copies of the Applicant's business license.*

**Not Applicable**

GP6 Wellness, LLC was formed on September 28, 2022 as an Alabama Limited Liability Company specifically to apply for a dispensary license with the AMCC. The City of Birmingham, where Applicant's business address is listed, has published guidance that states, "Applicants for certain types of licenses are required to show evidence of current, valid licensure or certification by a city, county or state board regulating the specific business or industry **before** a city business license can be issued or renewed." (Emphasis in original). Since GP6 Wellness, LLC is a newly formed entity and has not yet received a dispensary license from the AMCC, as of December 30<sup>th</sup>, 2022, GP6 Wellness, LLC has not applied for a business license. Applicant will apply for a business license if awarded a dispensary license.

**8.2 Local Resolution/Ordinance**

*As applicable, resolution(s) or ordinance(s) by local jurisdiction(s) (county or municipality, as appropriate) approving the Applicant's business presence in each applicable local jurisdiction.*

Applicant has attached the ordinances of each local jurisdiction that Applicant proposes to open a medical cannabis dispensary and a letter from each jurisdiction verifying Applicant's specific locations as being sited in an approved zone. Specifically, Applicant has included the ordinances and zoning authorizations for Applicant's proposed location for the cities of: (1) Birmingham, AL, (2) Athens, AL, and (3) Attalla, AL. Applicant attaches the following ordinances:

<b><u>Municipality - Zoning Letter &amp; Ordinance</u></b>	<b><u>Attachment Page #</u></b>
Birmingham, AL -Zoning Letter	Pages 3-4
Birmingham, AL - Ordinance	Pages 5-36
Athens, AL - Zoning Letter	Page 37
Athens, AL - Ordinance	Pages 38-39
Attalla, AL - Zoning Letter	Page 40
Athens, AL - Ordinance	Pages 41-42



# CITY OF BIRMINGHAM

Department Of Planning, Engineering & Permits

710 North 20<sup>th</sup> Street

City Hall | Room 210

Birmingham, Alabama 35203



**PUTTING PEOPLE FIRST**

RANDALL L. WOODFIN  
MAYOR

KATRINA THOMAS  
DIRECTOR

14 December 2022

GP6 Wellness LLC  
[REDACTED]

**RE: 505 Cahaba Park Cir (Unit 525) Birmingham, AL 35242 PID# 012800253000002004**

**ZCL#2022-00188**

To Whom It May Concern:

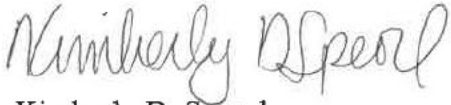
The property located at 505 Cahaba Park Circle (Unit 525) is zoned C-2, General Commercial District. Properties to the south, east and west are also zoned C-2. Property to the north is outside the Birmingham City limits. The property is located in the Overton Neighborhood and Council District 2. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain. The property is located in the US Highway 280 Overlay District.

A Medical Cannabis Dispensary is permitted with conditions in this zoning district. The conditions include:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

This letter is only to confirm zoning information for the location provided in your request but does not verify that the location meets the spacing required for a dispensary. This letter does not approve the use of the medical cannabis dispensary at the above-mentioned address. All medical cannabis related uses in the City of Birmingham must be approved by the Alabama Medical Cannabis Commission and shall comply with the Rules and Regulations of the Alabama Medical Cannabis Commission.

Sincerely,



Kimberly D. Speerl  
Zoning Administrator

Oc04oca28jb.o1

RECOMMENDED BY: THE MAYOR AND  
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

**ORDINANCE NO. 22-142**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).**

**WHEREAS**, the Darren Wesley “Ato” Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

**WHEREAS**, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

**WHEREAS**, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission’s discretion, before the issuance of licenses on or after July 10, 2023; and,

**WHEREAS**, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

**WHEREAS**, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality’s corporate limits; and

**WHEREAS**, the health care industry is a highly valued segment of the City of Birmingham’s economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

**WHEREAS**, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City’s flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

**WHEREAS**, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

**WHEREAS**, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Birmingham as follows:

**SECTION 1.**

- (a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).
- (b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission’s strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.
- (c) This ordinance shall be interpreted with respect to the Darren Wesley “Ato” Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

**SECTION 2.**

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

**SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective when published as required by law.

No29pep16kds.O1

Submitted by Valerie Abbott, Chair, PLANNING AND ZONING COMMITTEE

Case No. ZAC2022-00016

**ORDINANCE NO. 22-162**

**BE IT ORDAINED** by the Council of the City of Birmingham as follows:

**SECTION 1. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 1: General Provisions and Definitions; Article II: Definitions; Section 1: Generally, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

*Article III. Definitions.*

**Section 1. Generally.**

For the purpose of this Ordinance, certain terms and words are hereby defined. Any word used in this Ordinance not defined in this section will be defined by using “Webster’s II New College Dictionary”. Words used in the present tense shall include the future; the singular number shall include the plural and plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not optional.

1. **Abutting.** Any property touching or sharing a common boundary. This term shall not be deemed to include parcels that are across a public street or right-of-way from each other.
2. **Accessory Structure.** Any subordinate structure that is incidental to the principal use of the premises and is located on the same lot as the related main use.
3. **Accessory Use.** Any use that is subordinate and incidental to the principal use of the premises.
4. **Adjacent.** Any property that is abutting or separated by a right-of-way.
5. **Adult.** A person 18 years of age or older.
6. **Adult Establishment.** Any "adult bookstore," "adult cabaret or dancing establishment," "adult motion picture theater," or any commercial establishment which presents material or exhibitions distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined below for observation by patrons therein.

**Specified anatomical areas.**

- (1) Less than completely and opaquely covered human genitals, pubic region, buttock,

and female breast below a point immediately above the top of the areola; and

- (2) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

**Specified sexual activities.**

- (1) Human genitals in a state of sexual stimulation or arousal;
  - (2) Acts of human masturbation, sexual intercourse or sodomy; and
  - (3) Fondling or other erotic touching of human genitals pubic region, buttocks, or female breast.
- a. **Adult bookstore.** An establishment having, as a substantial portion of its stock in trade available for purchase or rental, books, magazines, and other periodicals, novelty items, cassette tapes, videotapes, DVDs or films which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", as defined above, or an establishment with a segment or section devoted to the sale, rental or display of such material.
  - b. **Adult cabaret or dancing establishment.** A cabaret or dancing establishment which regularly features live performances that are characterized by the exposure of "specified sexual activities" or by "specified anatomical areas," as described above.
  - c. **Adult motion picture theater.** An enclosed building used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined above, for observation by patrons therein.
  - d. **Adult Studio.** Any building or land used for the production of adult entertainment media, such as, video, webcams, webchat, or any other internet based adult entertainment that is used for the purpose of delivering adult entertainment to any audience via the internet or by any other means.
7. **Alabama Medical Cannabis Act or Medical Cannabis Act.** Alabama Act No. 2021-450, 2021 Regular Session of the Alabama Legislature, codified at Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and which may also be cited as "the Darren Wesley 'Ato' Hall Compassion Act".
  8. **Alabama Medical Cannabis Commission or AMCC.** The state agency established by Ala. Code, 1975, § 20-2A-20, et seq., as now or hereafter amended, to regulate the medical cannabis industry in Alabama.
  9. **Alabama Medical Cannabis Commission Rules or AMCC Rules.** Administrative rules promulgated by the AMCC pursuant to the Medical Cannabis Act at Title 538 of the Alabama Administrative Code, as now or hereafter amended.
  10. **Alley.** A public right-of-way providing access to the back or side of a premises that has primary frontage on a street.
  11. **Amphitheater.** Any premises or outdoor structure specifically designed and used as a place of assembly for purpose of entertainment.

12. **Amusement (indoor).** The provision of entertainment or games of skill that is wholly enclosed in a building, such as bowling alleys, skating, billiards and pool halls, theaters, arcades, and similar types of amusement operations.
13. **Amusement (outdoor)** The provision of entertainment or games of skill where any portion of the activity takes place outside of a building, such as a stand-alone golf driving range, archery range, miniature golf course, or similar types of amusement operations. This use does not include a stadium, automotive or other types of racetracks, vehicular related activities or similar or related activities, or any uses listed within the Planned Recreational District (PRD) zoning district.
14. **Animal Boarding Facility.** Any building used for the temporary, indoor overnight boarding, care and grooming of domesticated dogs and cats.
15. **Animal Day Care.** Any building designated or arranged for the daytime care and grooming of domesticated dogs and cats. Does not include overnight boarding.
16. **Animal Kennel.** Any building(s), outdoor animal run or land designated or arranged for the care, breeding, boarding, training, or selling animals, primarily, but not limited to domesticated dogs and cats, whether by owners of such animals or by persons providing facilities and care, but shall not apply to the keeping of animals in a pet store, a laboratory for scientific or experimental purposes or in a veterinary establishment for the purpose of observation and/or recovery necessary to veterinary treatment.
17. **Apiary.** Any premises where bees are kept in hives or colonies for the production of honey.
18. **Appliance Repair.** Any building used for the repair of large appliances such as washing machine, refrigerator, and other similar items.
19. **Arena.** A large building with tiers of seats for spectators at sporting, entertainment or other recreational events.
20. **Automobile/Light Truck/Repair.** Any building used for the general repair or reconditioning of automobiles and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of automobiles, in whole or in part.
21. **Automobile Parking.** The use of property for parking or storage of operable automobiles and light trucks on a temporary basis. Such parking shall be for the use of licensed vehicles only and is not intended to include merchandise, vehicles for sale or vehicle repair.
22. **Automobile Sales.** A retail business which sells automobiles that is primarily housed in a structure and characterized by a mixture of secondary supporting uses; however, the principal



use of the site shall be the marketing and outside display of automobiles, whether by sale, rental, lease or other commercial or financial means. Secondary supporting uses may include on-site facilities for the repair and service of automobiles previously sold, rented, or leased by the dealership. No visibly disabled vehicles shall be stored on the premises.

23. **Automobile Service.** Any building used for the replacement of any part, or repair of any part, to an automobile that does not require removal of the engine head or pan, engine transmission or differential, including, but not limited to oil change and lubrication, cooling, electrical, fuel and exhaust systems, wheel alignment and balancing, brake adjustment, relining and repairs, mufflers, batteries, tire services and sales, shock absorbers, installation of stereo equipment, car alarms or cellular phones, dispensing of gasoline and motor fuels at retail , but excludes dismantling, rebuilding, reconditioning, or salvage of automobiles, in whole or in part.
24. **Bakery, Retail.** Any building used to produce and sell, to the general public, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes. Retail bakeries may have seating areas for customers where retail items can be purchased and consumed.
25. **Bakery, Wholesale.** Any building used to produce and sell at wholesale, to retailers, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes.
26. **Bar.** Any building where liquor, beer or wine or any combination are served for consumption on the premises, with or without food.
27. **Bed and Breakfast Inn.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation.
28. **Bed and Breakfast Inn, Historic.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation within an owner-occupied dwelling in a local historic district or other historically significant structure.
29. **Block-face.** All the properties abutting one side of a street and lying between the two nearest intersecting streets or between the nearest intersecting street and any railroad right-of-way, unimproved land, watercourse or City boundary.
30. **Brewery.** Any building used for the production of beer that manufactures more than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.
31. **Brewery, Micro.** Any building used for the production of beer that manufactures less than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A micro-brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the

manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.

32. **Brew Pub.** An establishment, meeting the qualifications of a brew pub under the State alcoholic beverage control laws in Title 28, Chapter 4A of the Code of Alabama 1975, as amended, where beer is actively and continuously manufactured or brewed, in a quantity not to exceed 10,000 barrels in any one year, for consumption on the premises or for sale to any designated wholesaler licensee for resale to retail licensees; and which contains a restaurant or otherwise provides food for consumption on the premises.
33. **Buffer.** An area located at the perimeter of the lot containing landscaping, berms, walls or fences that screen uses on adjacent properties from those uses occurring on the subject property.
34. **Building.** Any structure having a roof supported by columns and enclosed by walls designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind.
  - a. **Liner Building.** A building which is at least 24 feet deep, measured from the frontage façade, and masks a parking lot or parking structure from the frontage.
35. **Building Height.** The vertical distance from the grade level at the front façade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height between eaves and ridge for gable, hip and gambrel roofs.
36. **Bus Station.** A structure or building where City or intercity mass transit stops to pick up and drop off passengers. It is larger than a bus stop; bus station may include a terminal station for a number of routes, or a transfer station where the routes continue.
37. **Business Service.** The provision of services required for the day-to-day operation of a business such as, but not limited to, consulting service, photocopy or office supply.
38. **Business Service with Distribution.** The provision of business services that includes the warehousing and distribution of packages.
39. **Cannabis.** All parts of any plant of the genus cannabis, whether growing or not, including the seeds, extraction of any kind from any part of the plant, and every compound, derivative, mixture, product, or preparation of the plant; but excluding industrial hemp or hemp regulated under Ala. Code, 1975, § 2-8-11, as now or hereafter amended, and also excluding cannabis that is cultivated, processed, transported, stored, possessed, or used outside the Statewide Seed-to-Sale Tracking System (i.e., illicit cannabis), including but not limited to cannabis that once was included within and/or intended for placement on the Statewide Seed-to-Sale Tracking System (i.e., diverted cannabis).
40. **Car Wash, Automated.** A building or portion thereof containing facilities for washing

passenger vehicles, using production-line methods with a chain conveyor, blower, steam cleaning device or other mechanical devices within a partially enclosed structure.

41. **Car Wash, Manual.** A building or portion thereof containing facilities for washing passenger vehicles by manually operated high-pressure wands and operations that are done by hand such as auto detailing.
42. **Chicken Coop.** A building where domesticated hens are kept and the fenced area around the coop, called a run.
43. **Child.** A person under 18 years of age.
44. **Child/Adult Care.** The provision of care for individuals, who are not related to the primary caregiver, for less than 24 hours per day. These following classes are referenced:
  - a. **Accessory Child/Adult Care Center.** A facility or licensed agency that provides for the care of children or adults for periods of less than 24 hours a day and is accessory to primary use of the lot.
  - b. **Adult Care Center.** A building or structure wherein an agency, association, organization, person or group of persons, whether established for financial gain or otherwise, regularly provides care for three or more adults.
  - c. **Child Care Center.** A facility or licensed agency that provides for the care of thirteen or more children for periods of less than 24 hours a day.
  - d. **Department of Human Resources (DHR).** State of Alabama or Jefferson County Department of Human Resources.
  - e. **Family Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than six children and is licensed as a Family Day / Night Care Home by DHR.
  - f. **Family Group Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than twelve children, and is licensed as a Family Group Day / Night Care Home by DHR.
  - g. **Substitute/Alternate.** A person employed by an adult or child care provider on a part-time basis who is available to act as a care giver in the absence of the operator.
  - h. **Zoning Certificate of Operation.** A certificate of operation, issued by the Department authorizing the operation of a child or adult care facility within the City.
45. **Clinic.** A facility for examining and treating patients with medical, addictive, mental or physical problems on an outpatient basis, including ambulatory care or similar medical services that require a stay of less than 24 hours.
46. **Cold Frame.** An unheated outdoor structure with a glass or clear plastic top that protects seedlings and plants from the cold.
47. **College or University.** An institution of higher education offering undergraduate or

postgraduate degrees.

48. **Commercial Vehicle.** A commercial vehicle is any motor vehicle that has a capacity greater than one-ton or trailer over 14 feet such, but not limited to a truck, box truck, semi-truck, van, limousine, wrecker, coach or bus.
49. **Communal living facility.** Facilities in which four or more unrelated persons reside, including Assisted Living Facility, Boardinghouse, Nursing Home, Rehabilitation Facility, Sheltered Care Home, Transitional Home. Communal Living Facilities do not include child foster care facilities or facilities located in multi-family districts that are used for housing the mentally handicapped or mentally ill, where there are no more than 10 such people plus 2 unrelated persons to either the occupants of the facility or to each other. (Code of Alabama 11-52-75.1 and Board Case No. 84-95)
- a. **Assisted living facility.** Residencies for the frail elderly that provide rooms, meals, personal care, and supervision of self-administered medication. They may provide other services such as recreational activities, financial services and transportation.
  - b. **Boardinghouse.** A dwelling, or part thereof, in which for compensation lodging and meals are provided for four or more persons.
  - c. **Nursing home.** A home for the aged or infirm in which four or more persons not of the immediate family are received, kept or provided with food and shelter or care as part of convalescence, rehabilitation or hospice for compensation; but not including hospitals, clinics or similar establishments devoted primarily to the diagnosis and treatment of the sick or injured.
  - d. **Rehabilitation Facility.** A building used for the provision of treatment for addictive, mental or physical disabilities for 24 hours a day to four or more persons.
  - e. **Transitional home.** A facility in which four or more individuals live for a short period while receiving social psychological or similar therapy or counseling excluding jails, prisons, and other correctional institutions.
  - h. **Sheltered Care Home.** A dwelling for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services, and transportation.
50. **Community Garden.** A property used for cultivation and harvesting, for useful and productive purposes, food crops and/or ornamental crops for personal use, donation off-premise sale or on-premise sale in residential districts when a special exception is granted by the Board.
51. **Composting Facility (Solid Waste Treatment Facility).** A commercial or public solid waste processing facility where yard or garden waste, manure and other putrescible materials are transformed into soil or fertilizer by biological decomposition.
52. **Conditional Use.** A use or occupancy of a structure, or a use of land, permitted only upon review and approval of a site plan and subject to the limitations and conditions specified in Chapter 4, Article II of this Ordinance.

53. **Condominium.** The form of ownership of real or personal property or a combination thereof under a declaration providing for ownership of units of the property by one or more owners together with an undivided interest in common and limited common elements.
54. **Conservation Subdivision.** A residential development wherein a portion of the site is preserved as permanent undisturbed natural area, to continuously protect, environmental features. Conservation subdivisions are characterized by clustering of homes, reduced lot sizes, and provision of an undisturbed natural area to enable the preservation and maintenance of environmental features.
55. **Construction.** Is the development of physical improvements on a site such as, but not limited to, water and sewer lines, footings, and/or foundations. Clearing, grading, the storage of building materials or the placement of temporary structures on a site shall not constitute beginning construction.
56. **Contractor Yard.** The construction and incidental storage activities performed by construction contractors on lots other than construction sites.
57. **Convenience Store.** A retail establishment selling primarily food products household items, newspapers, and magazines, candy, and beverages and in which gasoline and other motor fuels, are dispensed at retail, by use of fixed approved dispensers. Convenience stores may include an automated car wash for washing one automobile at a time, within an enclosed building.
58. **Convention Center.** Any building designed and used to accommodate 1,000 or more persons and used for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including food and beverage preparation and service for on-premise consumption.
59. **Cottage Development.** A grouping of single-family dwellings clustered around a common area, in which not all lots front on a public street and is provided access by a shared driveway or alley.
60. **Country Club/Golf Course/Swim or Tennis Club.** A public or private establishment operated for the purpose of playing golf, swimming or playing tennis that may include an accessory office, retail pro shop, restaurant, banquet facilities, lounge, golf driving range, caretaker's dwelling unit, and golf/tennis academy.
61. **Dairy, Factory.** A building where raw milk is processed into milk, butter, yogurt, cheese or other dairy product.
62. **Dairy, Farm.** Any premises where milk is harvested from cows.
63. **Director.** The Director of the Department of Planning, Engineering and Permits of the City

of Birmingham, or his designee.

64. **Distillery.** Any building used for the production of liquor in quantities exceeding 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. A distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
65. **Distillery, Artisanal.** Any building used for the production of liquor in quantities not to exceed 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. An artisanal distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
66. **District.** A classification for which the zoning regulations governing the use of buildings and premises, the height and location of buildings, the size of yards, and the intensity of use are compatible.
67. **Donation Box.** A temporary accessory structure placed by a non-profit in a side or rear yard of certain commercial and industrial districts to collect clothing and other household items.
68. **Donation Center.** A facility located on the premises of a principal institutional use where donated items including clothing, furniture, house wares, small electrical appliances, household textiles, toys, and other small household items are collected.
69. **Dressmaker/Tailor/Millinery.** An establishment for producing clothing and hats for individuals at retail only.
70. **Drive-In/Drive-Through.** Any establishment where services are rendered or items are sold, for consumption on-site or off-site, and orders are made from a car to a server at a window, or via a speaker and receiver, or via an automated device.
71. **Driving Range, Free-Standing.** A facility equipped with distance markers, clubs, balls, and tees for practicing golf drives and putting, and which may include a snack-bar and pro-shop, but excludes miniature golf courses and "putt-putt" courses.
72. **Dwelling, Accessory.** One of more rooms located within an accessory structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family. Accessory dwellings are subject to conditions listed in Chapter 4, Article IV, Section 2, Item B.
73. **Dwelling, Caretaker.** A residence, incidental to a principal use, for an on-site manager, security guard or caretaker employed on the premises.

74. **Dwelling, Single-Family Detached.** A building containing one dwelling unit and that is not connected to any other dwelling or principal building and designed for or occupied exclusively by one family.
75. **Dwelling, Townhouse.** A building on its own recorded lot connected to another primary structure occupied exclusively by one family that is attached by common walls to a like building. See Chapter 4, Article II, Section 2.
76. **Dwelling, Duplex, Triplex, Quadplex.** A building divided horizontally or vertically containing two, three or four dwelling units respectively on one lot where each unit independently supports one family.
77. **Dwelling, Multiple-Family.** A building containing five or more dwelling units.
78. **Dwelling Unit, Other.** One or more rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family.
79. **Electronics Repair.** Any building used for the repair of small electronics such as personal computers, phones, and other small electronics.
80. **Event Center.** Any building where the primary use is staging of temporary events, and may be operated by a vendor for the purpose of renting space for private functions.
81. **Façade.** That portion of any exterior elevation on a building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.
82. **Family.** One or more persons occupying a dwelling and living as a single housekeeping unit, all of whom or all but two of whom are related to each other by birth, adoption or marriage as distinguished from a group occupying a communal living facility.
83. **Farmer's Market.** Premises where outdoor sales sanctioned by the State of Alabama Farmer's Market Authority, consisting of whole uncut produce, ornamental crops and value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts and handmade art and crafts.
84. **Fence or Wall.** A structure, solid or otherwise, erected, placed, or constructed on a property, which is intended to be a barrier, boundary, enclosure, privacy feature, or decorative item. It is characteristic of such an item that it is normally a separate "stand-alone" structure, erected along the perimeter (or close to the perimeter) of a property.
85. **Financial Institution.** Any building, room, space or portion thereof where an establishment provides a variety of financial services, and are limited to, federally insured banks, credit

unions, and mortgage companies.

86. **Fitness Center.** A building and premises containing recreational facilities such as gymnasiums, swimming pools or playing fields that is available to the membership of a club.
87. **Flea Market.** Premises where outdoor sales consisting of individual stalls used for selling various types of merchandise such as used household items, and cut-rate goods.
88. **Fraternity/Sorority House.** Living quarters that may be used for gathering or entertaining for private social organizations serving students of colleges or universities and located on the campus as depicted on the approved master plan of the college or university.
89. **Frontage.** The area between a building frontage façade and a path, passage, waterbody, civic space, or the curb (or if there is no curb, the edge) of the vehicular lanes of a thoroughfare having vehicular lanes, inclusive of the built and planted components of such area. Frontage is divided into private frontage and public frontage.
90. **Frontage Façade.** A façade that is set along a frontage line.
91. **Frontage Façade Void Area.** The area of a frontage façade not comprised of walls; including windows, doors and other openings in the wall. Frontage façade
92. **Funeral Home.** A building designed for the purpose of furnishing funeral supplies and services to the public and includes facilities for the preparation of the human body for interment and/or cremation.
93. **Furniture Store.** A retail store where furniture is displayed, stored and offered for sale.
94. **Garage, private.** An accessory building or part of a principal building designed or used for the storage of motor-driven vehicles owned and used by the occupants of the building to which it is accessory.
95. **Garage Sale/Yard Sale.** A sale of personal property by homeowner or occupant of real property.
96. **Grade Level.** For buildings the average level of the finished ground surface at the front façade of a building. For signs, trees, landscaping and light fixtures, the level of finished ground surface at the base of the sign, tree, plant or fixture.
97. **Greenhouse/Hoophouse.** A temporary or permanent structure where plants are cultivated and that is typically made of, but not limited to, glass, plastic, piping, translucent plastic or fiberglass.
98. **Greenway.** An open space conservation area that provides passive recreational



opportunities, pedestrian and/or bicycle paths, and/or the conservation of open spaces or natural areas.

99. **Gross Floor area.** The gross horizontal areas of all floors, measured from the exterior faces of the exterior walls of a building, and any outdoor seating area or patio used by restaurants or bars.
100. **Heavy Equipment Sales and Service.** The retail or wholesale sale or rental of heavy motorized vehicles or equipment, along with service, repair or maintenance such as, but not limited to construction equipment rental yards, tractor-trailers, semi-trailers, buses, and farm equipment.
101. **Heliport.** Any premises used for landing helicopters for loading and unloading of occupants of the aircraft, excluding maintenance and fueling.
102. **Home Improvement Store.** The retail sale of a diverse range of hardware and related materials generally used in the maintenance, repair or construction of buildings or other structures, including lawn and garden supplies, and may include outside display of finished product or packaged materials.
103. **Home Occupation:** An activity carried out for financial gain by a resident, with an approved business license from the City, and conducted entirely within the resident's dwelling unit. Home occupations are accessory, incidental, and secondary to the use of the building for dwelling purposes and does not change the essential residential character or appearance of such building.
104. **Hospital.** Any institution, building or other premises established for the maintenance, observation, medical or dental care and supervision and skilled nursing care of persons suffering from sickness, disease or injury or for the convalescent or chronically ill persons.
105. **Hotel/Motel.** An establishment offering sleeping accommodations to guests. Hotels may include, as an integral part of operations, a restaurant, bar, conference rooms, banquet or ballrooms, gift shop, recreation facility and a caretaker dwelling.
106. **Internment, Cemetery.** Any land used for the interment of the dead which may include buildings for the purpose of preparing the dead for interment or cremation and structures such as mausoleums and columbariums.
107. **Internment, Columbarium.** A structure designed to store the ashes of human remains that have been cremated, in niches or cinerary urns.
108. **Internment, Mausoleum.** A building or other structure used as a place for the interment of the dead in sealed crypts or compartments.

109. **Junkyard, general.** A premises used for the outside storage or placement of used and/or damaged materials and items.
110. **Junkyard, vehicular.** A premises used for the outside placement, storage, parking, dismantling, or disassembling of any disabled or inoperable vehicles, or parts thereof, including, but not limited to motors, tires, wheels, axles, transmissions and other accessories.
111. **Landfill.** A method of compaction and earth cover of solid wastes that does not contain garbage or other putrescible wastes, including, but not limited to, tree limbs and stumps, demolition materials, incinerator residues, and like materials not constituting a health or nuisance hazard, such as hazardous waste or medical waste, where cover need not be applied on a per day used basis.
112. **Landfill, Sanitary.** A controlled area of land upon which non-hazardous and non-medical farm, residential, institutional, commercial or industrial solid waste is deposited and is covered with compacted earth each day as deposited, with no on-site burning of wastes, and so located, contoured, and drained that it will not constitute a source of water pollution as determined by the Alabama Department of Environmental Management (ADEM).
113. **Landscape Plan.** A document, prepared by an Architect, Landscape Architect or other design professional with special knowledge of landscaping standards, that depicts location, character and extent of landscaping, and shall include plant location, corresponding plant schedule, planting instructions, and must include a combination of shrubs, trees and ground cover.
114. **Laundry Plant.** Any building or structure in which articles of clothing and goods are subjected to the process of dry cleaning, and pressing of such articles.
115. **Legal Non-conforming use.** The use of any building or land which was lawful prior to the adoption or amendment of this Ordinance or does not conform to the amendments of this Ordinance or to the present requirements of the applicable district, or a use that has been granted resumption of legal non-conforming use by the Zoning Board of Adjustment (Board), but that is in compliance with Chapter 9, Article VII.
116. **Livestock Barn.** Any structure or premises used for the boarding, breeding and/or raising of domestic livestock (excluding swine, sheep and goat), whether by owners of such animals or by persons providing facilities and care.
117. **Lot.** A plot, unit, or other portion of land in a subdivision or plat of land, having its principal frontage on a street, except that cottage subdivisions may have a portion of the units face interior common area and up to 20 percent of lots in character districts may have frontage on a path or passage if such lots have legal and physical vehicular access to a vehicular thoroughfare via driveway or easement, separated from other such portions by description on a record of survey map, for the purpose of ownership, sale, occupancy, use, construction or development, separate from other lands.

118. **Lot, corner.** A lot abutting upon two or more streets at their intersection.
119. **Lot, through.** A lot other than a corner lot abutting two streets.
120. **Lot of record.** A lot recorded in the office of the probate judge in the county where it is located prior to the adoption of subdivision regulations. If a portion of a lot or parcel has been conveyed prior to adoption of subdivision regulations, the remaining portion of such lot shall also be considered a lot of record.
121. **Lot width.** The width of the lot at the front building setback line.
122. **Manufactured Home.** A pre-fabricated dwelling unit that must have a Federal Manufactured Home Construction and Safety Standards label, a HUD label of approval and manufactured date later than June 15, 1976, and an Alabama Manufactured Housing Commission insignia and date plate.
123. **Manufacturing, Heavy.** The manufacture or compounding process of raw materials. These activities or processes may necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process, and may generate dust, odor, heat, glare and vibration. These activities may involve outdoor operations as part of their manufacturing process. Typical heavy manufacturing uses include but are not limited to: concrete batch plants; concrete, tile, or brick manufacturing; automobile, truck, and tire assembly; ammonia or chlorine manufacturing; metal casting or foundries; gas manufacturing; grain milling or processing; metal or metal ore production, refining, smelting, or alloying; petroleum or petroleum product refining; boat, pool and spa manufacturing; slaughtering of animals; glass manufacturing; paper manufacturing; manufacturing of raw materials into compost, and wood or lumber processing.
124. **Manufacturing, Light.** The manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing. These activities do not necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Typical light manufacturing uses include but are not limited to: electronic goods; food and bakery products; non-alcoholic beverages; alcoholic beverages; dry cleaning plants; paper imprinting; household appliances; leather products; jewelry; food and bakery products; and clothing apparel.
125. **Manufacturing, Specialized.** Facilities engaged in the assembly, design, repair, or testing of: analyzing or scientific measuring instruments; semiconductor and related solid state devices, including but not limited to: clocks, integrated microcircuits, jewelry, medical, musical instruments, photographic or optical instruments, or timing instruments, and assembly of hand held finished products or any custom architectural or artisan industry,

characterized as light industry, that does not have an ADEM permit for pollution release or noise, odor, illumination, trucking, or other adverse impacts to surrounding uses.

126. **Market Manager.** Individual that is responsible for the operation of a Farmer's and/or Public Market.
127. **Medical Cannabis.** A medical grade product grown and processed within the State of Alabama, in one of the approved forms set forth in Ala. Code, 1975, § 20-2A-3(14), as now or hereafter amended, that contains a derivative of cannabis for medical use by a registered qualified patient pursuant to the Medical Cannabis Act and the AMCC Rules.
128. **Medical Cannabis Cultivator.** An entity licensed by the AMCC (or, as applicable, the Department of Agriculture and Industries) under Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, authorized to grow cannabis pursuant to the Medical Cannabis Act, the AMCC Rules, and the rules of the Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.
129. **Medical Cannabis Dispensary.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, authorized to dispense and sell medical cannabis at dispensing sites to registered qualified patients and registered caregivers pursuant to the Medical Cannabis Act and the AMCC Rules.
130. **Medical Cannabis Integrated Facility.** An entity licensed under Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, authorized to perform the functions of a cultivator, processor, secure transporter, and dispensary pursuant to the Medical Cannabis Act and the AMCC Rules.
131. **Medical Cannabis Processor.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, authorized to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form back to the contracting cultivator, if applicable, or to a dispensary site or integrated facility where the packaged and labeled product may be offered for sale at a dispensary site to holders of a valid, unrevoked and unexpired Medical Cannabis Card, pursuant to the Medical Cannabis Act and the AMCC Rules.
132. **Medical Cannabis Secure Transporter.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site pursuant to the Medical Cannabis Act and the AMCC Rules.
124. **Medical Cannabis State Testing Laboratory.** An entity licensed under Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, authorized to test cannabis and medical cannabis to ensure the product meets safety qualifications and efficacy requirements pursuant to the Medical Cannabis Act and the AMCC Rules.

125. **Medical Lab.** A facility for analytic or diagnostic research or investigation of a medical nature on blood, tissue, or other human or animal components, but not for the production of a product.
126. **Mini-storage Warehouse.** A building or group of buildings containing separate, individual spaces available for lease or rent for storage purposes only.
127. **Mixed-Use Development.** Premises that integrates a combination of retail, office, residential, hotel, recreation or other function.
128. **Mobile Grocery Store.** A motorized vehicle, trailer, or other portable unit drawn by a motorized vehicle from which food items are sold or distributed. The mobile grocery store may not exceed 26 feet in length. No preparation or assembly of food items or beverages may take place from the unit. Food items may include fresh fruit, vegetables, meat, dairy, pantry staples, or small household items. A mobile grocery store shall not be allowed to operate in the City's right-of-way without authorization or permission from the City.
129. **Motor Freight, Distribution.** Facilities engaged in the shipment of goods from shippers to receivers for a charge including the services of other transportation establishments to effectuate delivery.
130. **Nursery.** Any premises used for the retail and wholesale sale of plants grown on or off site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels, but not power equipment such as lawnmowers or tractors.
131. **Office.** A room or group of rooms where the principal use is conducting the affairs of a business, profession, service, industry or government and generally furnished with desks, tables, files and communication equipment.
132. **Office, Institutional.** Any building used as an office for charitable non-profit organizations that may hold meetings on a regular basis, and charity events on a temporary basis.
133. **Office, Leasing/Sales.** The use of a unit or dwelling as a leasing and or sales office for other units solely within that development.
134. **Office Warehouse.** Any building used for the combined uses of office and warehouse, where the office function is the principal use (at least 60% of the gross floor area) of the building, for the primary purpose of wholesale trade, display, and distribution of products.
135. **Off-Premise Sign.** Any permanent or temporary sign which directs the attention of the general public to a business, service, product or activity not conducted, offered or sold as a major portion of business upon the premises where such sign is located.
136. **Open Space.** Land not covered by man-made impermeable surfaces, parking or buildings,

other than recreational structures, pools, or stormwater facilities, which may be landscaped or preserved in a natural state for private use of owners or guests, or for public access as may be required by the provisions of these regulations or the zoning ordinance.

137. **Opioid.** An opioid is a class of addictive narcotic drugs that are often prescribed for severe pain relief but also are frequently used (and abused) illegally to create euphoric states of consciousness. Common types of opioids are heroin, codeine, and morphine.
138. **Opioid Replacement Therapy Treatment Facility.** Any operation that has received a Certificate of Need from the State Health Planning and Development Agency of Alabama to operate a facility to prescribe and/or dispense opioid replacement drugs and offer therapy to individuals and groups as a part of a treatment program. These opioid replacement drugs generally include, but not limited to, methadone, naloxone, naltrexone, and similar types of opioid receptor agonists.
139. **Public Market.** Premises where outdoor sales consisting of whole uncut produce, ornamental crops, value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts, handmade art and crafts and unique local goods. Sales of used clothing, mass produced items and appliances are prohibited.
140. **Park.** Any facility or property specifically designated as a park, natural area or recreation area that is used for recreational uses or predominately kept in a natural state.
141. **Pawnshop.** Any building or portion thereof where a pawnbroker is engaged in lending money on the security of pledged goods left in pawn, or in the business of purchasing personal property to be left in pawn on the condition it may be redeemed by the seller for a fixed price within a fixed period of time, as regulated by Title 5, Chapter 19A of the Code of Alabama.
142. **Payday Loan (Deferred Presentment) Business.** A business that, in accordance to the requirements and restrictions listed in Chapter 18A of Title 5 of the Code of Alabama (Alabama Deferred Presentment Services Act), involves a transaction pursuant to a written agreement involving the following combination of activities in exchange for a fee: (1) accepting a check or authorization to debit a checking account and, in connection with that acceptance, advancing funds to the checking account holder; and (2) holding the check or authorization to debit the checking account for a specified period of time.
143. **Personal Care Services.** Services such as, spas, tanning salons, beauty and barber care, and dry cleaning and laundry services not to include a laundry plant.
144. **Personal Instruction.** Services for training individuals or groups in the arts, dance, personal defense, crafts or other subjects of a similar nature.
145. **Place of Worship.** Any structure or site used primarily for religious practices.

146. **Power Plant.** Any structure or land used for the generation of electrical power.
147. **Premises.** A lot, parcel or acreage parcel together with all buildings and structures existing thereon.
148. **Principal Building.** A building that contains the principal use located on a premises.
149. **Principal Frontage.** With respect to corner lots, the private frontage designated to bear the address and principal entrance to the building, and the measure of minimum lot width. For corner lots, prescriptions for the location of parking in certain lot layers pertain only to the principal frontage and prescriptions for the first lot layer pertain to both frontages of a corner lot. With respect to non-corner lots, principal frontage is synonymous with frontage.
150. **Principal Use.** The main use located in a building or on a premises.
151. **Printing and Publishing.** The production and distribution of books, magazines, newspapers and other printed matter, including record pressing and publishing, and engraving.
152. **Private Club.** A building or portion thereof or premises owned or operated by a corporation, association, person or persons for a social, educational, or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.
153. **Public building.** Any building that is accessible to the public and its operation is funded from public sources.
154. **Racetrack.** Any premises or building that includes a measured course where animals or machines are entered in competition against one another or against time, including tracks that are used for drifting.
155. **Railroad Station.** A building or structure where railroad cars stop to load and un-load passengers.
156. **Railroad Yard.** The use of land, building or structure for activities directly associated with the operation of a railroad such activities may include loading and off-loading of freight, and maintenance and repair of railroad cars.
157. **Recreation Equipment Sales and Service.** The retail or wholesale sale of motorcycles, trucks and vans, recreational vehicles, boats, or similar motorized recreational equipment, along with incidental service or maintenance such as, but not limited to boat dealers, motorcycle dealers, and recreational vehicle dealers.
158. **Recycling (Recovered Materials) Collection Center.** A drop-off facility that is staffed and fenced for the temporary assemblage of small, recovered materials or recyclable consumer items, such as food and beverage containers, fabrics and paper, that has waste receptacles on

site that are open to the public.

159. **Recycling Facility (Solid Waste Treatment Facility).** A facility, other than a facility open to the public to receive household waste and recyclable material, where any method, technique, or process is utilized to separate, process, modify, convert, treat or otherwise prepare non-putrescible waste so that component materials or substances may be used or reused or sold to third parties for such purposes.
160. **Resource Extraction.** The extraction of minerals or materials, including rock crushing, screening and the accessory storage of explosives.
161. **Restaurant.** Any establishment where food is prepared and sold for consumption on-site or as take-out.
162. **Retail.** An establishment engaged in the selling or renting of goods or merchandise (usually to the general public for personal use or household consumption, although they may also serve business and institutional clients) and in rendering services incidental to the sale of such goods.
163. **Rummage Sale.** A sale of personal property or other merchandise for the express purpose of raising charitable donations for the benefit of the entity holding the sale by a place of worship, charitable, or civic organization.
164. **Salvage Yard.** Any land or building used for the storage of recovered materials for the purpose of recycling, reuse, or proper storage for future recycling or reuse.
165. **School, Business.** An enterprise offering instruction and training in a service or the arts such as secretarial, cosmetology, commercial artist, computer software, legal, and similar training, provided that such enterprise does not offer student housing or athletic facilities at the site.
166. **School, Elementary/Middle.** Any building used for public primary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium.
167. **School, High.** Any building used for public secondary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium or stadium.
168. **School, Trade.** Any building used for the offering of regularly scheduled instruction in technical, commercial or industrial trade skills.
169. **Scientific Lab.** A facility primarily engaged in performing physical, chemical, and other analytical testing services or investigation and experimentation of a scientific nature and other scientific research, but not for the production of a product.



170. **Scrap Metal Processor.** Any building or land used for the storage, purchase or sale of scrap metal which may include the grading, cutting, preparing, processing or refining of scrap metal for sale and shipment to industrial consumers.
171. **Shopping Center.** A group of commercial-retail establishments planned, developed, owned or managed as a unit with off-street parking provided on the property. Any out-parcel within a shopping center shall be developed under a separate site plan.
172. **Sign.** A sign is any object or device or part thereof situated outdoors or indoors which is used to advertise or identify a person, institution, organization, business, product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images. Signs do not include merchandise, pictures or models of products or services incorporated in a window display.
173. **Solar Panel, Building Mounted.** A solar energy collection device mounted to a structure.
174. **Solar Panel, Ground Mounted.** A solar energy collection device mounted to the ground.
175. **Solid Waste Transfer Facility.** Any building used to receive and temporarily store solid waste prior to being delivered to a sanitary landfill or other solid waste facility.
176. **Special Exception.** An action where permission is granted to establish that a use be allowed within a district after the Board determines that the use as proposed would not disturb public health, safety, welfare, comfort, convenience, appearance, prosperity or general welfare.
177. **Stable.** Any lot, building, structure or premises used for the boarding, breeding, training, and/or raising of horses, whether by owners of such animals or by persons providing facilities and care.
178. **Stadium.** A large open space with tiers of seating for spectators surrounding a field used for sporting, entertainment or recreational events.
179. **Story.** That portion of a building other than a cellar, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it.
180. **Street.** A public right-of-way for movement of motor vehicles, pedestrians or non-motorized traffic, whether identified as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however designated.
181. **Street Line.** A dividing line between a lot, tract or parcel of land and an abutting street.
182. **Street Setback.** The distance a building or structure shall be setback from a front, side or rear lot line. Street setback may be referred to as a front, side or rear setback or front, side or

rear yard.

183. **Structure.** Anything constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground, including but not limited to buildings, signs, billboards, back stops for tennis courts, fences or radio towers.
184. **Structural Alterations.** Any change in the supporting members of a building or structure, such as bearing walls, columns, beams or girders; provided, however, that the application of any exterior modernizing shall not be considered a structural alteration.
185. **Studio, Radio/TV.** A facility for the staging and recording of video or audio productions such as, but not limited to, music commercials, programs, and motion pictures. Any broadcasting antennas or satellites are subject to the regulations of Chapter 4, Article V of this Ordinance.
186. **Subdivision Committee.** A committee composed of five (5) members of the Commission authorized to hear and decide upon applications for subdivisions of land, and to advise the chief legislative body of the City on vacation of public lands and new right-of-way dedications, all such actions to be taken on behalf on behalf of the Commission.
187. **Tank Farm.** Any land or structure used for the storage of one or more aboveground large containers for the bulk storage of material in liquid, powder or pellet form. Items stored at these facilities are intended to be wholesaled to retailers, and no retailing of stored items can occur on site.
188. **Timbering.** Any premises used for the harvesting of timber.
189. **Title Loan Business.** Any business that offers a short term loan that is collateralized by the title of a vehicle in accordance with the requirements and restrictions described and detailed in Chapter 19A of Title 5 of the Code of Alabama (Alabama Pawn Shop Act).
190. **Truck Plaza.** Any building premises or land in which or upon which a business may engage in the service, maintenance or storage of commercial vehicles including dispensing of motor fuel or petroleum products directly into motor vehicles. A truck plaza also may include overnight accommodation, restaurant and truck wash facilities.
191. **Truck Repair, Heavy.** Any building or land used for the general repair or reconditioning of heavy trucks and equipment and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any used tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of any vehicle, in whole or in part. No abandoned or inoperable vehicles shall be stored on the premises.
192. **Upholstery Shop.** Any building used for the minor repair of furniture and replacement of upholstery to household and office furnishings but does not include motor vehicle

upholstering or repair.

193. **Urban Farm, Outdoor.** An outdoor commercial farm that produces and distributes food crops, ornamental crops and other agriculture products, such as honey, either for sale on site or off site utilizing traditional farming methods, hydroponics or aquaculture.
194. **Urban Farm, Indoor.** An enclosed commercial farm that produces and distributes food crops, ornamental crops and other agriculture products for sale on site or off site utilizing hydroponics or aquaculture, and is completely enclosed within a building. Outside storage is prohibited.
195. **Utility Substation.** A facility that regulates electric current, telephone switching or natural gas pressure for distribution to individual neighborhoods.
196. **Variance.** A departure from any provision of this Ordinance for a specific parcel, except use, without changing the zoning ordinance or the underlying zoning of the parcel. A variance is intended to be granted on rare occasions, when demonstration of unnecessary hardship based on the review standards set forth in Chapter 9, Article VI in relation to other properties in the same zoning district.
197. **Veterinarian Clinic.** An enterprise for the medical treatment of animals and for the temporary, indoor overnight boarding, care, grooming and convalescence of domesticated dogs and cats.
198. **Warehouse.** A facility used primarily for the bulk storage of goods and materials or motor vehicles, characterized by heavy trucking activity, but not involved in manufacturing or production.
199. **Wholesale.** The sale or distribution of goods from the premises that may consist of the flexible use of the floor area for warehouse, assembly, showroom and office space.
200. **Wireless Communication.** Towers, antennas and accessory buildings for transmitting and receiving radio, television, satellite, cellular and microwave, and broadcast tower.
201. **Wrecker Impound Lot.** Any land used for the outside storage of operable vehicles awaiting final disposition.
202. **Wrecker Service Yard.** Any land used for the temporary outside storage of disabled vehicles awaiting final disposition. This definition shall not be applicable to junkyards as defined herein.
203. **Yard.** An open space between a building or use and the adjoining lot lines, unoccupied and unobstructed by any structure or use from the ground upward, except as otherwise provided in Chapter 3: Area and Dimensional Regulations.

204. **Yard, Required.** A yard the depth of which is specified in Chapter 3: Area and Dimensional Regulations of the applicable district.
205. **Yard, front.** A yard extending the full width of the lot between any building and the front lot line and measured perpendicular to the building at the closest point to the front lot line. On corner lots the front yard shall be considered as parallel to the street upon which the lot has its least dimension.
206. **Yard, rear.** A yard extending across the full width of the lot between the principal building and the rear lot line and measured perpendicular to the building to the closest point of the rear lot line.
207. **Yard, side.** A yard extending from the front yard to the rear yard between the principal building and the side lot line and measured perpendicular from the side lot line to the closest point of the principal building.
208. **Zoning Advisory Committee.** A committee composed of seven members of the Commission authorized to approve site development plans, hear and recommend rezoning of land applications and Zoning Ordinance text changes to advise the chief legislative body of the City, all such actions to be taken on behalf of the Commission.
209. **Zone map.** The map referred to in Chapter 9, Article I (Official Zoning Map).
210. **Zoning district map.** The Zone Map.
211. **Zoo.** Any premises, building or enclosure which contains wild animals on exhibition for viewing by the public.

**SECTION 2. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 2: Zoning Districts and Permitted Uses; Article II: Permitted Uses Table; Section 6: Permitted Use Table 1.02.201 - MEDICAL USES, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

Zoning District	D-1	D-2	D-3	D-4	D-5	D-6	MU-L	MU-M	MU-H	MU-D	C-1	C-2	I-1	I-2	I-3	I-4	PR D	MXD / FUD	HI D	AG
<b>MEDICAL USES:</b>																				
Clinic	X	X	X	X	X	X	PC	P	P	P	PC	P	P	P	P	X	X	PCP	PM P	X
Hospital	X	X	X	X	X	X	X	SE	P	P	X	P	P	X	P	X	X	PCP	PM P	X
Medical Cannabis Cultivator	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	PC
Medical Cannabis Dispensary	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis Integrated Facility	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Processor	X	X	X	X	X	X	X	X	PC	PC	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Secure Transporter	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis State Testing Laboratory	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Lab	X	X	X	X	X	X	X	SE	P	P	SE	P	P	P	P	X	X	PCP	PM P	X
Opioid Replacement Therapy Treatment Facility	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	X	X	X	X	X	X
Scientific Lab	X	X	X	X	X	X	X	X	SE	SE	X	SE	P	P	P	X	X	PCP	PM P	X
Veterinarian Clinic	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	PC	PCP	PM P	PC

**SECTION 3. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article II: Uses Permitted With Conditions (PC); Section 4: Medical Uses, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 4. Medical uses.**

- A. **Clinic.** In the following districts: MU-L and C-1 a clinic shall be permitted provided that the following conditions are met:
  - 1. Clinics shall be limited in size to no more than 7,500 square feet.
- B. **Medical Cannabis Cultivator.** In the M-1, M-1A, M-2, M-3, I-1, I-2, I-3, and AG districts, a medical cannabis cultivator shall be permitted provided the following conditions are met:
  - 1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, and/or the Alabama Department of Agriculture and Industry that the proposed facility meets the requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  - 2. Cultivators authorized pursuant to Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, shall operate in accordance with the provisions set forth in Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission and the Department of Agriculture and Industry. Except as specifically provided in this Section, Cultivators shall be governed by the Medical Cannabis Act, the AMCC Rules and the rules of the

Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.

C. **Medical Cannabis Dispensary.** In the B-2, B-3, B-4, B-5, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis dispensary shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

D. **Medical Cannabis Integrated Facility.** In the M-1, M-1A, M-2, M-3, I-1, I-2, and I-3 districts, a medical cannabis integrated facility, shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Integrated Facility authorized pursuant to Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Integrated Facilities shall be governed by the Medical Cannabis Act and the AMCC Rules.

E. **Medical Cannabis Processors.** In the B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, I-1, I-2, and I-3 districts a medical cannabis processor shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter

stating that fact from this agency must be provided.

2. Medical Cannabis Processors authorized pursuant to Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission. Except as specifically provided in this Section, Medical Cannabis Processors shall be governed by the Medical Cannabis Act and the AMCC Rules.
- F. **Medical Cannabis Secure Transporter.** In the B-2, B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis secure transporter shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis Secure Transporters authorized pursuant to Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Secure Transporters shall be governed by the Medical Cannabis Act and the AMCC Rules.
- G. **Medical Cannabis State Testing Laboratory.** In the O&I, B-2, B-3, B-4, B-5, B-6, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis state testing laboratory shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis State Testing Laboratories authorized pursuant to Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis State Testing Laboratories shall be governed by the Medical Cannabis Act and the AMCC Rules.
- H. **Opioid Replacement Therapy Treatment.** In the MU-H, MU-D, C-2, I-1, and I-2 district, opioid replacement therapy treatment shall be permitted provided that the following

conditions are met:

1. The applicant submits a statement from the State Department of Health, State Health Planning and Development Agency, or the State Department of Mental Health and/or the Jefferson County Department of Health that the proposed facility meets all requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agencies, a letter stating that fact from these agencies must be provided.
- I. **Veterinarian Clinic.** In the following districts: AG, MU-H, MU-D, C-2, I-1, I-2 AND PRD a veterinarian clinic shall be permitted provided that the following conditions are met:
1. Outdoor exercise yards shall be permitted provided that they are completely fenced and used only between 7a.m. and 7p.m., when a staff person of the clinic is present in the exercise yard. Where such outdoor activities abut a dwelling zone district or district permitting dwelling use, a 50-foot setback is required.
  2. Boarding of animals either undergoing medical treatment or not are permitted as an accessory use subject to the following conditions.
    - a. Accessory animal boarding shall occur within completely enclosed structures.
    - b. No more than thirty percent of the gross floor area of the veterinary clinic may be used as a boarding facility.
    - c. No outdoor kennels or runs are permitted.
    - d. No part of any building or structure in which animals are housed shall be closer than 50 feet from any existing residence located on an adjacent parcel.
    - e. All on-site waste shall be housed either within the boarding facility or an accessory structure, and all waste shall be disposed of in a sanitary fashion no less frequently than one time per week. The drainage of all liquid by-products from the kennel shall be discharged into a permitted sanitary sewer line or septic tank and shall not be disposed of by way of storm sewers, creeks, streams, or rivers.

**SECTION 4. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article III: Uses Permitted by Special Exception (SE); Section 5: Medical use special exceptions, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 5. Medical use special exceptions.**

- A. **Hospital.** In the MU-M district, a special exception may be granted by the Board provided that the following conditions are met:
1. When a hospital abuts a dwelling district, screening in the form of a landscape buffer yard shall be applied per Chapter 6, Article III of this Ordinance.



2. When a hospital structure abuts a dwelling district there shall be a minimum setback of 50 feet.
  3. A traffic impact study may be required that demonstrates adequate traffic controls are provided as determined by the Traffic Engineer for the City.
- B. **Medical Lab.** In the MU-M and C-1 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. Medical Labs in the MU-M and C-1 shall be limited to 7,500 square feet.
- C. **Scientific Lab.** In the MU-H, MU-D and C-2 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. No smoke, dust or vibration shall be detectable at the property line.
  2. No scientific lab shall be permitted that is required by ADEM to have a permit for release of any kind.
  3. When adjacent to a dwelling district, a landscape buffer yard is required per Chapter 6, Article III of this Ordinance and the scientific lab shall be set back from the property line no less than 50 feet.

**SECTION 5.** That the provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts are held to be unconstitutional or void, the remainder shall continue in full force and effect.

**SECTION 6.** That this Ordinance shall become effective upon publication as required by statute.



**Redacted Copy**

License Type: Dispensary

## Medical Cannabis Ordinance

### Additional Resources/Contact Information

Department of Planning, Engineering, & Permits

#### **City of Birmingham Permitting**

205 - 254 - 2904

<https://www.birminghamal.gov/pep>

#### **City of Birmingham Zoning**

205 - 254 - 2478

<https://www.birminghamal.gov/pep>

#### **City of Birmingham Department of Innovation & Economic Opportunity (IEO)**

205 - 254 - 2799

<https://ieo.birminghamal.gov/>

#### **City of Birmingham Community Development Department (Neighborhood Association Information)**

205 - 297 - 8192

<https://www.birminghamal.gov/community-development/community-resource-services-division/>

#### **Birmingham City Council**

205 - 254 - 2294

<https://www.birminghamcitycouncil.org/>

#### **City of Birmingham Department of Finance – Tax and License Office**

205 - 254 - 2198

<https://www.birminghamal.gov/about/city-directory/finance/newbusiness/>

#### **Alabama Medical Cannabis Commission**

<https://amcc.alabama.gov>



Redacted Copy

License Type: Dispensary

## Planning and Zoning

**WILLIAM R. MARKS**  
Mayor

200 Hobbs Street West  
Athens, AL 35611  
Phone (256) 233-2224  
Fax (256) 233-8791

**JAMES RICH**  
Director of Public  
Works

December 8, 2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104

RE: GP6 Wellness, LLC Proposed Medical Cannabis Dispensary Location

AMCC,

The City of Athens' has approved an ordinance permitting the operation of medical cannabis dispensaries within the corporate limits of the City of Athens, Alabama. This letter confirms that the property described below is appropriately zoned to permit a pharmacy use, which is the lens through which the City views a Medical Cannabis Dispensary. Beyond local zoning requirements, any proposed medical cannabis dispensary would be subject to meeting the requirements laid out by the State of Alabama and the Alabama Medical Cannabis Commission.

Applicant's Name: GP6 Wellness, LLC

Physical Address of Proposed Medical Cannabis Dispensary:

809 US Hwy 72 W  
Athens, AL 35611

If you need further information, please contact me at [etidwell@athensal.us](mailto:etidwell@athensal.us) or (256) 262-1413.

Thank you,

Erin Tidwell  
City Planner

## ORDINANCE NUMBER 2022 - 2245

AN ORDINANCE AUTHORIZING THE OPERATION OF  
MEDICAL CANNABIS DISPENSING SITES

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**WHEREAS**, there are residents in Alabama, and in this City, that suffer from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the recommendation and guidance of their physician;

**WHEREAS**, in 2021, the Alabama Legislature adopted Alabama Act 2021-450 (codified at Ala. Code § 20-2A-1, *et seq.* (1975)) (“Act 2021-450”), which created a heavily-regulated system for the controlled distribution of medical cannabis by authorized licensees within the State of Alabama;

**WHEREAS**, such system does not provide for the recreational use of marijuana, but instead allows the use of medical cannabis upon the prescription of a physician to a patient undergoing medical care (such as a cancer patient in need of relief from debilitating pain);

**WHEREAS**, § 20-2A-51 of the *Code of Alabama* provides that dispensaries of medical cannabis may not be operated within a city, unless that city has authorized the operation of such dispensing sites; and

**WHEREAS**, in order to support its residents who suffer from medical conditions that may require the use of these products, the City Council of the City of Athens wishes to adopt this ordinance in order to permit the operation of such licensed dispensaries within the corporate limits.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA**, while in regular session on November 28, 2022, at 4:30 p.m., as follows:

**Section 1.** In accordance with § 20-2A-51 of the *Code of Alabama*, the operation of dispensing sites within the corporate limits of the City of Athens, Alabama is hereby authorized,

subject to the provisions of Act 2021-450 and any relevant ordinances of the City of Athens, Alabama. "Dispensing sites" shall mean sites operated for dispensing and selling medical cannabis by a dispensary licensee or an integrated facility licensee in accordance with Alabama Act 2021-450, as adopted and as amended.

**Section 2.** If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

**Section 3.** The provisions of this Ordinance shall be included and incorporated in the *Code of Ordinances of the City of Athens* as an addition or amendment thereto, and shall be appropriately renumbered as necessary to conform to the uniform numbering system of the Code.

**ADOPTED** this the 28<sup>th</sup> day of November, 2022.

  
CHRIS SEIBERT, CITY COUNCIL PRESIDENT

  
WILLIAM R. MARKS, MAYOR

**ATTEST:**

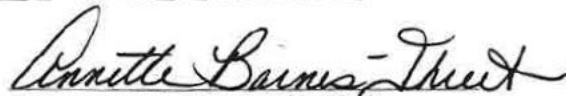
  
ANNETTE BARNES-THREET, CITY CLERK

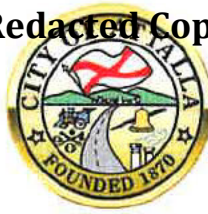
**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA     )  
LIMESTONE COUNTY    )

I, Annette Barnes-Threet, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Ordinance duly adopted by the City Council of the City of Athens, on the 28<sup>th</sup> day of November, 2022.

Witness my hand and seal of office this the 28<sup>th</sup> day of November, 2022.

  
Annette Barnes-Threet, City Clerk



**City of Attalla**  
"The Birthplace of Alabama Power"

**LARRY MEANS**, Mayor  
**MANDY CASH**, City Clerk/Treasurer  
**JOHNNIE SUE GILBERT**, Court Clerk  
**RICHARD RHEA**, City Attorney  
**DEBBIE MURRAY**, Revenue Officer  
**KENNETH JACOBS**, HR Director  
**JASON NICHOLSON**, City Engineer

**DUANE BALL**, District 1  
**ANTHONY CYLAR**, District 2  
**DONALD OLIVER**, District 3  
**JOE HEREFORD**, District 4  
Mayor Pro Tem  
**BOB CROSS**, District 5

November 14, 2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104

RE: GP6 Wellness, LLC Proposed Medical Cannabis Dispensary Location

AMCC,

This letter confirms that the property described below complies with all local zoning laws and regulations in place, including the City of Attalla's ordinance approving the operation of medical cannabis dispensaries within the corporate limits of the City of Attalla, Alabama, and is permitted to operate the facility at the proposed location as a medical cannabis dispensary.

Applicant's Name: GP6 Wellness, LLC

Physical Address of Proposed Medical Cannabis Dispensary:

959 Gilbert Ferry Road, SE  
Suites J&K  
Attalla, AL 35954

If you need further information, please contact me at 256 538 9986

Scott Parrish  
Name of Authorized Representative for the  
**City of Attalla**

Building Inspector  
Title

[Signature]  
Signature

11-14-2022  
Date

ORDINANCE NO. \_\_\_\_\_-22

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS  
DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF  
ATTALLA, ALABAMA**

WHEREAS, on May 17, 2021, the Governor of 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 Section 20-20A-50 – Section 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for citizens of the City of Attalla, and

WHEREAS, the location of a dispensary within the corporate limits of the City of Attalla will bring the potential of new employment opportunities for the citizens of the City of Attalla, and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Attalla, Alabama thus increasing revenue;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATTALLA, ALABAMA, as follows:

1. The City of Attalla Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processor, secure transporters, or integrated facilities licenses within the limits of the City of Attalla.
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 as publication as required by the law.

I certify that the City Council of the City of Attalla, Alabama, duly adopted this Ordinance at an open public meeting held on the 19<sup>th</sup> Day of October, 2022.

  
\_\_\_\_\_  
Mandy Cash, City Clerk



# **Exhibit 9 – Business Plan**

## **Verification**

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

 \_\_\_\_\_  
**Printed Name of Verifying Individual**

 \_\_\_\_\_  
**Title of Verifying Individual**

 \_\_\_\_\_  
**Signature of Verifying Individual**

12.29.2022  
\_\_\_\_\_  
**Verification Date**

Per AMCC Application Guidelines, The Applicant has limited the use of The Applicant's name and identifying information of key individuals. The Applicant has anonymized names of all key individuals and uses neutral pronouns to maintain anonymity of its key personnel.

**9.1 Business Structure/Plan**

The Applicant is a newly formed Alabama Limited Liability Company (LLC) with the intent to apply for a Dispensary License with the Alabama Medical Cannabis Commission (AMCC) to open medical cannabis dispensaries throughout Alabama. The Applicant understands that medical cannabis dispensaries are becoming increasingly popular as the medical benefits of cannabis become more widely accepted. Medical cannabis has been proven to have a wide range of therapeutic benefits and is increasingly being used to treat various medical conditions. As such, there is a growing demand for cannabis-based products and services, including the ability to purchase medical cannabis in a safe and secure environment.

**Business Structure**

The business is a family-owned business structured as an LLC owned by six individuals who are responsible for providing the company's financial resources and determining the business' overall direction. The domestic limited liability company was formed on September 28, 2022. The Applicant has opened a bank account and executed leases for three (3) locations intended for the use of a medical cannabis dispensary if awarded a license.

The Applicant has an extensive team of ten (10) core individuals who are responsible for determining the business's plan from licensing to operation. These individuals will oversee all aspects of its operations including but not limited to the day-to-day operations, finance, compliance, quality assurance, security, marketing, HR, etc. These individuals are highly qualified professionals with decades of experience in various industries including a combined thirty years in the cannabis industry. This includes years of opening and operating medical dispensaries in Connecticut and Ohio and a recreational dispensary in Massachusetts and New Jersey. Other industries of experience include retail pharmacy, pharmaceutical chemistry, dentistry, retail, and law. Given their backgrounds, the The

Applicant is confident their combined experience makes them an exemplary candidate for a license in Alabama.

Having the experience in this industry in other legal cannabis markets, the Applicant is highly suited to be able to execute on its promises and plans set forth in this business plan. The Applicant has already been able to capitalize on the Alabama market by executing leases with three sites located in three different Alabama counties. The locations have been carefully selected by the Applicant to suit the needs of patients/caregivers so they have accessibility to a facility for the legal purchase of medical cannabis and for the Applicant's business to be successful. Additionally, the facility design and layout are meticulously thought-out, and the experience of the team is apparent in the way patient/caregiver and product movement would flow in and out of the facility. The Applicant is also cognizant of its security measures, which is demonstrated in the security plan. The components of the security plan and the requirements set forth by the Alabama regulators are all aspects that individuals from the company have implemented in other cannabis markets. Multiple individuals in this company have experience working with Metrc, Alabama's chosen seed-to-sale tracking system, in Ohio and Massachusetts. The existing understanding of this integral system will ensure the Applicant stays compliant with AMCC regulations from day one if granted a license to operate.

With over 30 years of combined experience in this industry, the Applicant has a thorough understanding of the various types of medical cannabis products in the market that are best suited for its patients/caregivers and have the capacity to make agreements with other licensees to source such products. The Applicant will provide its employees training on cannabis such as strains, terpenes, cannabinoids, dos and don'ts in consumption, storage, and how to properly dispense medical cannabis. Given the number of years the Applicant has worked with patients/caregivers of the industry, the Applicant understands that the key to success directly relates to patient satisfaction. The Applicant strives to gain the trust of its patients/caregivers and caregivers and provide them with a positive experience when obtaining the medicine they need at its facilities. The Applicant has implemented certain procedures in other markets that have benefited the patients/caregivers and the business such as creating a flow that minimizes patient/caregiver waiting time while also getting accurate information on the products so

they can ultimately understand how the recommended products benefits. Not only are the patients/caregivers an integral part of the business, but the Applicant also understands that the community is just as important. As the Applicant has done in the past, they will work closely with the local communities and municipalities in Alabama that they serve. The Applicant's goal is to have minimal negative impact on the community while also achieving a large positive impact to the community and the patients/caregivers.

Adherence to Corporate Conventions

The Applicant will adhere to applicable corporate conventions and regulations, as they have done with their dispensary operations in other markets, other business operations, and as working professionals in highly regulated industries. The Applicant is fully aware of the local, state, and federal laws and regulations that apply to them. For example, at the local level, the Applicant has already worked with local officials to ensure the proposed locations are properly zoned. At the state level, the Applicant will guarantee full adherence to the regulations regarding the sale of medical cannabis. It has been determined the locations of their proposed dispensing sites are at least 1,000 feet from any school, day care, or childcare facility as required under the AMCC Rules. At the federal level, the Applicant has full understanding of cannabis being a Schedule I drug under the Controlled Substance Act. With this knowledge, the Applicant shall strictly and carefully stay compliant, and as such ensure no medical cannabis crosses state lines and to continually educate the patients/caregivers of the same.

The Applicant will also maintain accurate financial records and adhere to sound financial practices. This includes implementing appropriate internal controls to ensure the accuracy of financial statements and preventing fraud and abuse. Given the Applicant's experience in the cannabis industry, it is known that extreme scrutiny is put on cannabis businesses and thorough and proper policies and procedures are set in place to ensure all finances and sales are tracked and accounted for in addition to added safeguards. Additionally, the Applicant is more than prepared to face the tax implications of owning a business that falls under Section 280E of the U.S. Tax Code regarding expenditures in connection with the illegal sale of drugs, which disallows the deductions of "ordinary and necessary" business expenses. This puts a serious financial burden on cannabis businesses compared to businesses in

other industries, however, the Applicant has accounted for this and understands these obligations.

The Applicant will also keep and establish the highest standards of ethical practices such as maintaining a professional workplace environment, treating patients/caregivers fairly and with respect, and protecting patient data and confidential information. The Applicant understands the heart of the business is with the patients/caregivers and doing right by them is the key to a successful business. The Applicant strives to create a workplace that is inclusive and establish an environment that employees look forward to coming to. The Applicant relies on the employees maintain a work and business environment that is genuine, fair, safe, helpful, and respectable.

## **9.2 Business Goals**

The Applicant's mission and goal for its business is to provide safe, high-quality cannabis products to patients/caregivers in need. Our business model is based on providing a safe, professional, and patient satisfaction-oriented experience, as well as creating a relaxed environment where patients/caregivers can purchase medical cannabis products. The Applicant is committed to providing education and information on medical cannabis, while also ensuring that all products are tested and produced in accordance with strict quality standards. The Applicant strives to be a leader in the medical cannabis industry and ensure a service unlike any other in the industry shall be provided. The Applicant is committed to providing a quality product and exceptional patient satisfaction, while ensuring that its patients/caregivers' needs are met in a timely and efficient manner. Drawing from The Applicant's years of collective experience in the medical cannabis industry, the Applicant has thoughtfully developed a set of short-term (3-Years) and long-term (5-Years) goals for the business that are not only specific and relevant, but also achievable and measurable.

### **3-Year Plan (Short-Term Goals)**

In the short-term, The Applicant's focus will be on opening all three (3) of The Applicant's dispensaries, hiring a diverse team, and optimizing each location to operate efficiently and compliantly.

#### **Build-Out Three (3) Dispensaries Within the First Year**

The Applicant has secured three (3) dispensary locations throughout the State of Alabama, the maximum number of dispensing sites authorized by the AMCC. Once the AMCC awards a dispensary license to the Applicant, planning and construction for all three dispensaries will begin immediately. The Applicant has engaged with an architect and has identified potential contractors for all three sites, which will allow the Applicant to begin construction without delay. The Applicant anticipates each location to be completed and operational within 4-6-months. This is a conservative estimate based on the Applicant's years of experience building and operating cannabis dispensaries in other markets. In particular, the Applicant's team has collectively designed and built out five (5) dispensaries in four (4) different legal markets. Relying on the Applicant's strong record of building and operating compliant dispensaries in other markets, the Applicant is confident its three (3) dispensaries will be operational in Alabama within the first year.

Hire a Diverse Workforce

[Redacted]

Provide Unparalleled Patient Satisfaction

The Applicant strives to provide a safe and comfortable atmosphere where patients/caregivers can ask questions and learn about their options. The dispensary will designate their certified dispenser to provide advice and answer any questions patients/caregivers may have, within the limitations. The Applicant will also focus on creating a welcoming and inviting atmosphere for patients/caregivers. The Applicant's facility and operations will be designed to offer comfortable seating, a private consultation

room for patients/caregivers, as well as a variety of products and services for patients/caregivers to choose from based on certified physician recommendations. Educational materials will be available for all patients/caregivers to help them make informed decisions.

The Applicant will measure its goals of providing unparalleled patient satisfaction by tracking patient satisfaction and feedback. The dispensary will ask patients/caregivers to fill out a survey after each patient visit, which will provide valuable feedback on how patients/caregivers feel about the service they received. The Applicant will also monitor patient complaints and take swift action to address any issues. The Applicant will track the number of patients/caregivers returning, as well as the number of patients/caregivers that have referred their friends and family to the dispensary. The Applicant will also utilize technology and online platforms to measure patient satisfaction such as patient feedback surveys to track patient satisfaction, in accordance with AMCC Rule 538-x-4-17-7. This data will help the Applicant better understand the level of service patients/caregivers are receiving and how it can be improved.

By tracking patient satisfaction and feedback, creating a welcoming and inviting atmosphere, monitoring staff performance, and building relationships with patients/caregivers, the medical cannabis dispensary will be able to provide unparalleled patient satisfaction.

**5-Year Plan (Long-Term Goals)**

In the long-term, the Applicant’s focus will shift to reducing employee attrition, if necessary, expanding our patient reach, educating the market, and if possible, expand our operations within the confines of AMCC regulations.

Employee Retention/Reassess Hiring Goals

[Redacted content]

[REDACTED]

Increase Patient Access and Brand Awareness

The Applicant’s long-term goal is to increase patient access and brand awareness. To measure this goal, the Applicant will track metrics such as the number of web visitors, number of new patients/caregivers, the number of returning patients/caregivers, and number of referrals from existing patients/caregivers. In addition, the Applicant may track where patients/caregivers are coming from geographically based on information voluntarily provided by patients/caregivers. Based on an analysis of this data, the Applicant will focus on marketing and advertising campaigns in underserved markets to ensure the Applicant is reaching underserved markets. Over time, the Applicant will be able to measure the success of its brand awareness and patient access efforts by the increase of geographic reach of patients, patient/caregiver loyalty, word-of-mouth referrals, and overall patient satisfaction.

Engage with and Support Industry Groups

The Applicant intends to engage with and support other medical cannabis industry groups to create a stronger and more unified medical cannabis industry. By forming these relationships, the Applicant can share knowledge, resources, and expertise with other industry stake holders. This will allow the Applicant to stay abreast of new developments and trends, as well as to assist in the growth and development of the industry within the state. The Applicant may also be in a position to support medical cannabis industry groups



with initiatives such as research and development, marketing, and compliance. By forming these relationships, the Applicant can work to create a more unified cannabis industry that is better equipped to confront the challenges that the industry may face. The Applicant has expressed interest in being a founding member of such a group referred to as the Alabama Medical Cannabis Alliance (AMCA), should The Applicant be awarded a license.

Open Additional Dispensaries, if Permitted by AMCC

Should the AMCC allow, the Applicant's long-term goal is to expand and open additional locations in underserved populations within the State. The Applicant aims to provide better access to medical cannabis by expanding its services to people who may not have access to dispensaries due to their location. By providing medical cannabis to those in underserved populations, the business will help ensure that these individuals have access to the same quality of care as others. Additionally, the Applicant hopes to create jobs in these communities and provide additional economic benefits. This expansion will help the business reach its ultimate goal of reaching those who need medical cannabis.

Short-Term and Long-Term Financial Goals

Based on the Applicant's years of experience in other medical cannabis markets, the Applicant has developed a thorough and realistic Pro-Forma that establishes a baseline for its financial performance, including identifying its current financial resources, as well as the costs associated with running a medical cannabis dispensary in a new market. This includes identifying the required capital investments, ongoing operational expenses, and potential revenue streams.

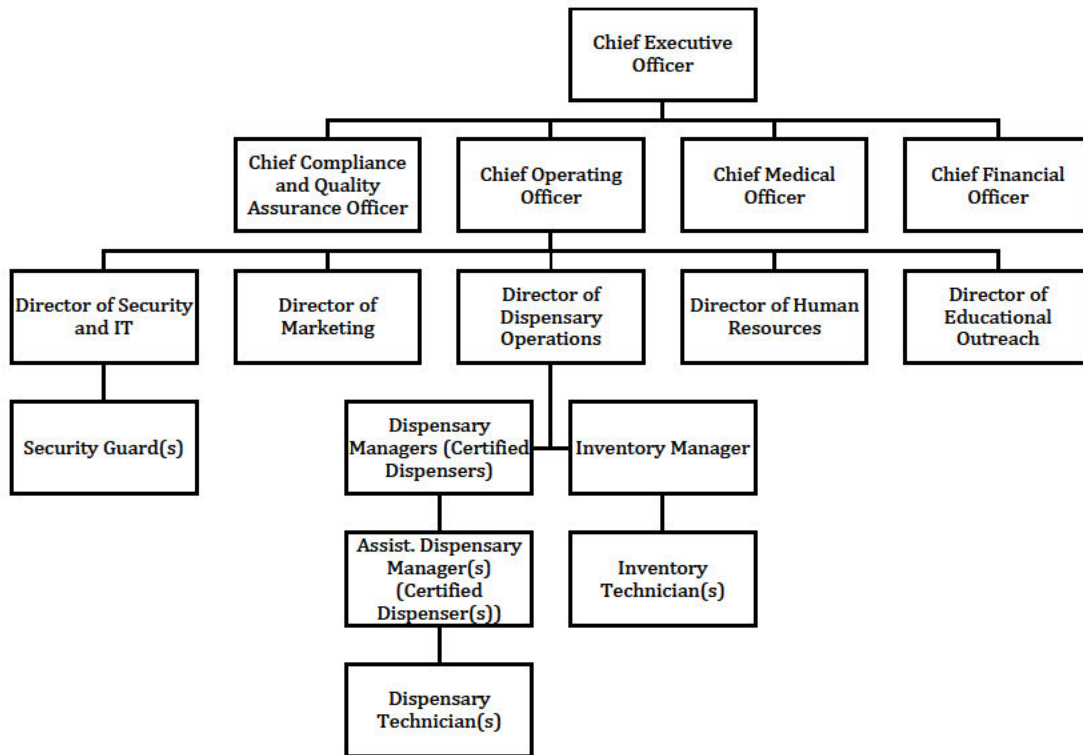
Having established a baseline, the Applicant can begin to set its short-term and long-term financial goals. These include increasing overall revenue, maximizing profits, and limiting expenses. The Applicant will develop, and continue to evaluate strategies to increase patient loyalty, create an effective pricing structure, and develop a marketing plan to reach new patients/caregivers. Additionally, the Applicant plans to build relationships with other cannabis businesses, such as cultivators, integrated licensees and processors, in order to secure the necessary cannabis supply and create mutually beneficial partnerships.

The Applicant will measure its financial goals in a variety of ways. First, the Applicant will track its monthly revenue and compare it to its baseline performance. This will help the Applicant identify areas where it can increase revenue, as well as areas where it should

focus its marketing efforts. Additionally, the Applicant will track its monthly expenses and compare them to its baseline performance. This will help the dispensary identify areas where it can cut costs and increase profits to build a sustainable business. Finally, the Applicant will track patient loyalty and retention, as well as patient feedback, to identify trends that can help the business improve its services.

By setting and measuring its short-term and long-term financial goals, the Applicant can ensure that it is achieving its objectives and maximizing its potential. This will help the business stay competitive in the ever-changing cannabis industry and ensure its long-term success.

**9.3 Organizational Chart**



**9.4 Managerial Job Descriptions**

Chief Executive Officer (CEO)

The Chief Executive Officer (CEO) is responsible for the overall leadership and success of the business. The CEO’s role is vital to ensure the longevity of the operations. The CEO establishes the direction and goals of the business and implements effective strategies to increase business growth and profitability.

Duties and Responsibilities:

- Oversee all aspects of the business, including financial management, marketing, patient satisfaction, personnel, compliance, and quality assurance
- Develop policies and procedures to ensure efficient operations
- Establish performance goals for team members and monitor progress of those goals
- Ensure compliance with all applicable laws and regulations
- Prepare reports on operational performance for senior management review
- Ensure that patient satisfaction standards are met or always exceeded

Qualifications:

- Education may vary; an advanced degree in business administration, finance, or law is preferred, but not required
- Extensive professional experience in leadership roles
- Excellent managerial and financial skills and the ability to take leadership over any area of the business operations
- Superlative communication skills, particularly able to communicate as a leader

Authority:

The CEO has full authority over all aspects of the medical dispensary's operations. This includes hiring/firing decisions, setting performance goals for staff members, developing policies/procedures, managing budgets/expenses, monitoring industry trends/opportunity growth, etc. The CEO does not report to anyone.

Chief Operating Officer (COO)

The Chief Operating Officer (COO) is responsible for overseeing day-to-day operations of the business. The COO is responsible for developing and implementing strategies to ensure the dispensary's success, as well as managing staff, budgets, and resources. The COO is also responsible for ensuring compliance with all applicable laws and regulations.

Duties and Responsibilities:

- Monitor performance metrics to ensure efficiency and effectiveness
- Develop policies and procedures to ensure operational excellence
- Establish relationships with vendors, suppliers, patients/caregivers, and other stakeholders

- Identify opportunities for growth/expansion and create a plan to achieve them
- Analyze data to identify trends in patient behavior to better serve the market
- Develop plans to address any issues and challenges that arise in operations
- Collaborate with other departments to ensure alignment of company goals

Qualifications:

- Education may vary; an advanced degree in business administration, finance, or law is preferred, but not required
- Understanding of business functions such as HR, finance, marketing, etc.
- Demonstrates competency in strategic planning and business development
- Aptitude in decision-making and problem-solving

Authority:

The COO has full authority over all operational decisions within the dispensary. This includes hiring/firing, budgeting decisions, resource allocation, marketing, security, etc. The COO reports directly to the CEO on all matters related to the operations.

Chief Financial Officer (CFO)

The Chief Financial Officer is responsible for managing the financial actions of the company. The CFO is responsible for developing and implementing financial strategies, managing budgets, overseeing accounting and finance functions, and ensuring compliance with all applicable laws and regulations. The CFO is also responsible for providing guidance to other departments within the organization.

Duties and Responsibilities:

- Oversee all accounting functions including accounts payable/receivable, payroll processing, general ledger maintenance, etc.
- Prepare monthly financial statements including income statements, balance sheets, cash flow statements, etc.
- Monitor cash flow daily and ensure sufficient funds are available for operations
- Analyze financial data to identify trends or potential areas of improvement
- Develop policies and procedures related to finance operations

Qualifications:

- Bachelor's degree in accounting or finance

- Knowledge of Generally Accepted Accounting Principles (GAAP)
- In depth knowledge of corporate financial law and risk management practices
- Experience with data analysis and forecasting methods

**Authority:**

The CFO has full authority over all financial matters related to the company. This includes but is not limited to budgeting, accounting, auditing, cash flow management, taxes, and financial reporting. The CFO reports directly to the CEO on all matters related to finances.

**Chief Compliance and Quality Assurance Officer (CCO/QAO)**

The Chief Compliance and Quality Assurance Officer ensures that all operations comply with applicable laws, regulations, and standards set forth by the State of Alabama. They conduct regular audits of the operation to ensure that all products are properly labeled, stored, and sold in accordance with the regulations and are safe and effective for patients.

**Duties and Responsibilities:**

- Develop, implement, and monitor compliance programs and policies to ensure the dispensary is in compliance with all applicable laws, regulations, and standards
- Develop quality assurance processes to ensure that the dispensary is providing safe and effective products to its patients/caregivers
- Monitor changes in relevant legislation or regulation to ensure compliance
- Ensure all employees and all departments are aware of their responsibilities under applicable laws, regulations, and standards
- Investigate any potential violations and report to the Commission
- Monitor patient complaints related to product quality or safety issues

**Qualifications:**

- Knowledge of laws, regulations, and standards related to medical dispensaries
- Excellent communication skills both verbal and written; ability to effectively communicate complex information in an understandable manner
- Strong organizational skills: ability to prioritize tasks effectively while managing multiple projects simultaneously

**Authority:**

The CCO/QAO has authority over all matters related to compliance and quality assurance within the medical marijuana dispensary including developing policies and procedures as well as investigating potential violations of applicable laws or regulations. The CCO/QAO reports directly to the CEO but works closely with all departments in the company.

Chief Medical Officer (CMO)

The Chief Medical Officer (CMO) is responsible for providing medical leadership and oversight to the medical dispensary. The CMO provides medical advice and guidance to employees as to educate them and manage patient expectations. The CMO will work closely with the CEO, other senior leaders, and employees to ensure that the medical dispensary is providing high-quality care in a safe environment.

Duties and Responsibilities:

- Develop policies/procedures related to patient care, quality assurance, and safety
- Ensure all staff are properly trained on policies and procedures and trained to properly dispense cannabis products
- Provide medical leadership by attending meetings with other senior leaders
- Develop strategies for improving patient outcomes
- Provide guidance on clinical decisions when needed

Qualifications:

- Experience in the medical field
- High understanding of the qualifying medical conditions
- Understanding of cannabis products, their dosage and consumption method, and their effectiveness

Authority:

The CMO has the authority to make decisions related to patient care, quality assurance, and safety. The CMO has authority to hire, train, and evaluate staff directly working with patients/caregivers as needed. The CMO reports directly to the CEO but works closely with other senior leaders.

Director of Security and IT (DOS)

The Director of Security and IT is responsible for safeguarding the safety and security of the premises, the employees, and the patients/caregivers/caregivers. The DOS ensures

safety protocols are in compliance with all applicable rules and regulations. The DOS develops and implements security policies and procedures, conducts security risk assessments and audits, and responds to security incidents.

Duties and Responsibilities:

- Develop, implement, and manage physical security policies, procedures, systems, and equipment to ensure the safety of personnel, patients/caregivers, assets, etc.
- Oversee all aspects of information technology operations including hardware/software installation/maintenance/upgrades; network administration; system backups; data storage; etc.
- Monitor external threats such as hackers/malware/viruses; develop strategies to mitigate risks; respond to incidents quickly; etc.
- Manage all security and IT personnel including hiring/training/performance reviews/discipline; manage contractors/vendors providing security or IT services
- Ensure compliance with applicable laws regarding data privacy & protection (HIPAA); develop & maintain policies & procedures related to data privacy & protection; etc.

Qualifications:

- Experience in physical security management and information technology management is preferred but not required
- Strong leadership skills with an ability to motivate staff and manage multiple projects simultaneously
- Understanding of current security technologies and trends

Authority:

The DOS has authority over all security and IT personnel at the dispensary as well as any contractors or vendors providing such services. The DOS and IT reports directly to the COO.

Director of Dispensary Operations (DDO)

The Director of Dispensary Operations is responsible for overseeing all aspects of the day-to-day operations at the dispensaries. This includes employee hiring and training, inventory management, and patient service. The DDO establishes and monitors policies to ensure the safety and security of the facility. The DDO is responsible for developing and maintaining relationships with vendors/contractors, suppliers, and other licensees.

Duties and Responsibilities:

- Develop operational policies and procedures to ensure the dispensaries are operating efficiently and compliantly
- Manage inventory levels to ensure adequate supply while minimizing waste
- Oversee patient satisfaction to ensure satisfaction with products and services
- Train staff on proper handling procedures for medical cannabis products
- Maintain records related to dispensary operations in line with applicable laws
- Create and maintain a positive work environment and a friendly place for patients/caregivers

Qualifications:

- Experience in managing and leading large teams
- Aptitude in decision-making and problem-solving
- Strong analytical skills with an ability to identify trends in data

Authority:

The DDO has full authority over all aspects of the dispensary's day-to-day operations including hiring and training staff, setting operational policies and procedures, managing inventory, overseeing patient satisfaction, and ensuring compliance and applicable laws.

The DDO reports directly to the COO.

Director of Marketing (DOM)

The Director of Marketing oversees development and implementation of marketing strategies and campaigns to ensure that the products and services are reaching their target audience and meeting the goals of the Applicant. The DOM assists in the development and execution of marketing plan initiatives which span multiple disciplines including public relations, content marketing, and social media marketing. The DOM implements marketing tactics to generate site and foot traffic using social media engagement.

Duties and Responsibilities:

- Create and manage marketing campaigns across multiple channels including print, digital, etc.
- Develop and implement comprehensive marketing plans that provide educational information regarding the medical dispensary's products and services



- Create promotional materials such as brochures, flyers, newsletters, etc.
- Monitor marketing trends to identify opportunities for growth
- Analyze patient data to develop targeted marketing strategies
- Develop relationships with external vendors such as advertising agencies and media
- Ensure that all implemented advertising and marketing strategies are compliant with the AMCC Rules and Regulations

Qualifications:

- Strong analytical skills: ability to interpret patient data
- Understanding of different marketing strategies and campaigns
- Understanding and ability to use graphic/design software

Authority:

The DOM has full authority of all aspects of the marketing department including creating and managing marketing strategies and campaigns. The DOM has authority of its budget, staffing decisions, and social media/website. The DOM reports directly to the COO.

Director of Human Resources (DHR)

The Director of Human Resources is responsible for all aspects of personnel management at the company including recruitment, training and development, employee relations, compensation and benefits, and compliance with state and federal laws. The DHR is also responsible for developing a positive work environment.

Duties and Responsibilities:

- Develop and implement HR policies and procedures in line with applicable laws
- Recruit, interview, hire, train, evaluate, and manage staff
- Administer benefits programs such as health insurance, time off/leave policies, etc.
- Serve as a point of contact for employment relations
- Deal with grievances and violations invoking disciplinary action when required
- Participate in budgeting processes related to human resources activities

Qualifications:

- Full understanding of the way an organization operates to meet its objectives
- Excellent knowledge of employment laws and regulations
- Ability to stay up to date with changes in labor laws and regulations

- Thorough knowledge of human resource management principles and best practices

Authority:

The DHR has authority to make decisions regarding hiring practices, employee relations issues, benefits administration, policy development/implementation/enforcement as well as other areas related to the management of the human resources department. The DHR reports directly to the COO.

Director of Educational Outreach (DEO)

The Director of Educational Outreach is responsible for developing and executing community workshops, lectures, and events, as well as creating and distributing educational materials. The DEO also works with employees to ensure that educational materials are up-to-date and compliant with all standards and regulations, as well as ensuring authorized employees have the information needed to properly help patients/caregivers.

Duties and Responsibilities:

- Develop educational outreach initiatives about the medical dispensary's products and services
- Monitor industry trends related to medical dispensaries and make recommendations on how to best utilize them for educational purposes
- Develop training plans to educate dispensary staff on products and services
- Track progress on all educational outreach initiatives using metrics such as reach, engagement rate, etc., and adjust accordingly

Qualifications:

- Knowledge of applicable laws and regulations related to the industry with a focus on medical dispensaries
- Ability to work independently as well as part of a team to teach others

Authority:

The DEO has the authority to develop and implement educational outreach initiatives, create marketing materials, engage with external stakeholders, and ensure compliance with applicable laws and regulations. The DEO reports directly to the COO.

Dispensary Manager (DM) (Certified Dispenser (CD))

The Dispensary Manager is responsible for the overall dispensary operations and staff management and will also be a CD. The DM's responsibilities include development and oversight of the dispensary, ensuring uniformity among the employees, managing day-to-day operations, and developing safe and adequate measures that are compliant with all rules and regulations. The DM is responsible for providing accurate and comprehensive information regarding our product offerings and educating the patients/caregivers on safe and responsible medical cannabis consumption. Overall, the DM maintains operational change and growth.

Duties and Responsibilities:

- Develop and oversee the translation of the mission and vision into a strategic plan
- Implement policies and procedures related to patient satisfaction, product selections and sales, security, and other operational areas
- Maintain a positive and professional work environment, providing guidance and support to dispensary staff
- Monitor patient satisfaction levels, ensuring that patients/caregivers are greeted in a friendly and professional manner, and that their questions/concerns are addressed
- Collect and analyze data to measure performance and make improvements
- Communicate to the Commission and other licensees through Metrc

Qualifications:

- At least two (2) years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field
- Experience managing and leading teams, ideally in a pharmacy related environment
- Ability to multi-task and work in a fast-paced environment, deal well with stress, and have mediating/negotiator skills for conflict resolution
- Must be result oriented with expertise in team building, communications, problem solving, governance, community relations, and culture-building

Authority:

The DM has authority over all day-to-day operations at the dispensary. This includes hiring/firing decisions and recommendations, scheduling of staff, leading team goals, and all physical activities. The DM reports directly to the DDO.

Assistant Dispensary Manager (ADM) (Certified Dispenser (CD))

The ADM supports the needs of the DM and Executive Team and will be also a CD. The ADM assists in the day-to-day operations at the dispensary by supervising employees and overseeing standards, controls, systems, and procedures. The ADM will provide aid to the DM in the day-to-day operations of the facilities. The ADM is responsible for providing accurate and comprehensive information regarding our product offerings and educating the patients/caregivers on safe and responsible medical cannabis consumption.

Duties and Responsibilities:

- Enforcing and following all company policies and procedures
- Coordinating and assisting the Inventory Department with proper receiving, storing, and other order fulfillment processes
- Investigate any initial employee concerns, inventory discrepancy, or compliance matters, and report findings up to the proper individual when applicable
- Assist in maintaining a positive and professional work environment, providing guidance and support to dispensary staff
- Monitor patient satisfaction levels, ensuring that patients/caregivers are greeted in a friendly and professional manner, and that their questions and concerns are addressed

Qualifications:

- At least two (2) years of education or experience in the fields of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, pharmaceuticals, or a similar field
- Experience in a leadership role; ideally in a retail/pharmacy environment
- Ability to multi-task and work in a fast-paced environment, deal well with stress, and have mediating/negotiator skills for conflict resolution
- Must be result oriented with expertise in team building, communications, problem solving, governance, community relations, and culture-building

**Authority:**

The ADM has authority over managing the day-to-day activities of the dispensary. This includes scheduling of staff, leading team goals, and all physical activities. The ADM reports the DM.

**Inventory Manager (IM)**

The Inventory Manager is responsible for managing the inventory of the Company's facilities. The IM must maintain relationships with licensed medical cannabis product vendors in Alabama to order and fulfill product orders. The individual in this position will be in charge of maintaining the POS system, Dutchie, and the statewide seed-to-sale tracking system, Metrc, to remain within full compliance.

**Duties and Responsibilities:**

- Manage the ordering, receiving, stocking, and tracking of all products
- Ensure that adequate stock levels are maintained to meet patient demand
- Work with the DM/ADM to ensure that all products are properly labeled and stored
- Maintain accurate records of all inventory transactions
- Monitor inventory levels on a regular basis to identify any discrepancies or issues
- Develop strategies for improving inventory management processes

**Qualifications:**

- Previous experience in inventory management or related field
- Knowledge of state and federal regulations regarding medical dispensaries
- Excellent organizational skills with attention to detail and accuracy
- Ability to lead and manage a team in person and remotely

**Authority:**

The IM has authority over ordering, receiving, stocking, tracking, labeling, storing of all medical cannabis products as well as maintaining records of all inventory transactions. The IM has authority on training staff on proper procedures related to these tasks within the dispensary setting. The IM reports directly to the DDO.

**9.5 Non-Managerial Job Descriptions**

**Dispensary Technician (DT)**

The Dispensary Technician is responsible for interacting with patients/caregivers from the moment they walk into the facility to the point of sale where the products are dispensed. The DT is responsible for providing accurate and comprehensive information regarding our product offerings and educating the patients/caregivers on safe and responsible medical cannabis consumption.

**Duties and Responsibilities:**

- Manage all aspects of each and every patient experience
- Attend and take responsibility for all trainings including but limited to products, compliance, safety, and patient satisfaction
- Accurately communicate all product information to the patient including dosage, administration methods, safe and responsible use and storage of products
- Safely and compliantly dispense medical cannabis products to patients/caregivers under the supervision of the CD

**Qualifications:**

- Bachelor's degree or Associate degree is preferred
- Experience working in patient care
- Able to communicate effectively and politely to all colleagues and patients/caregivers

**Authority:**

The DT has authority over providing a safe, friendly, compliant, and overall great patient experience. The DT reports to the ADM and DM.

**Inventory Technician (InT)**

The Inventory Technician is responsible for accurate processing and fulfillment of orders according to patient's specifications. The InT must access, utilize, and update Dutchie and Metrc to remain within full compliance. The InT has first eyes on any products being delivered to the dispensary and any products being dispensed to patients/caregivers/caregivers.

**Duties and Responsibilities:**

- Maintain accurate records of all inventory, including tracking inventory levels, invoices, testing results, etc.

- Ensure that all products are properly stored and labeled
- Ensure all products are in compliance with laws and regulations
- Receive shipment of product and verify accuracy of order to the manifest/invoice
- Perform regular audits of all inventory in order to remain in compliant
- Assist with the preparation of orders for patients/caregivers as needed

Qualifications:

- High school diploma or equivalent required; Associates degree in a related field preferred
- Previous experience working in an inventory/fulfillment role or similar environment
- Ability to accurately count items and maintain detailed records

Authority:

The InT has authority to receive incoming product, perform audits, assist with patient orders, maintain accurate records, and ensure compliance. This individual has authority to allow a product to be ready to be dispensed to patients/caregivers after inputting the product into the appropriate systems and making sure the product is accurately labeled.

The InT reports to the IM.

Security Guard

The Security Guard must be present at all times during their assigned shifts to ensure the facility is secure during operational hours. Security Guards are responsible for maintaining a safe and secure environment inside and outside the Facility.

Duties and Responsibilities:

- Maintain security staff operations to include preparation, review, and execution of security standards, policies, and procedures
- Monitor and oversee the security cameras and security system integration
- Implement safety protocols, including emergency preparedness plans, bomb threat plans, and disaster response procedures
- Respond to and provide assistance with reported medical emergencies, fire alarms, intrusion alarms following established emergency response procedures
- Perform audits of the security systems in place

- Work with security vendors including camera service, access control, etc.
- Oversee employee, contractor, and vendor building access and deliveries, addressing any situations that may arise

Qualifications:

- High school diploma or equivalent required; Associates degree in a related field preferred
- Proficient in modern security system technology, electronic access control systems, central station monitoring systems, and CCTV systems with digital recordings
- Able to manage emotional and mental state under emergency circumstances

Authority:

The Security Guard has authority over the safety of the facility, staff, patients/caregivers, and assets within the facility. This individual also has authority to use and monitor the different security system technologies. The Security Guard reports to DOS.

**9.6 Executive Summary**

Mission Statement

The Applicant's mission is to provide safe and reliable access to medical cannabis for all qualified patients/caregivers in Alabama. The Applicant is committed to providing an environment of respect and compassion, with care and support for our patients/caregivers, and to providing quality medical cannabis products that meet the highest standards of safety and efficacy.

Leadership and Key Personnel, Background and Qualifications

The founders of the Applicant have worked tirelessly to assemble a team of highly experienced and knowledgeable medical cannabis professionals. The team has over 30 years of combined experience in the cannabis industry, including successfully designing, constructing, and operating five (5) cannabis dispensaries in legal cannabis markets. Our leadership team has a deep understanding of the legal medical cannabis industry, has unparalleled experience in the healthcare field, and is passionate about helping our patients/caregivers get the best quality products and care.



**CEO - Individual A:** The CEO and co-owner of the Applicant brings a strong background in the cannabis industry and valuable expertise in the technical, legal, and financial aspects of running a successful business. [redacted]

[redacted]

**CMO - Individual B:** The CMO and majority owner is a lifelong resident of Alabama and is dedicated to serving the community and providing quality care to the underserved. Individual B attended the [redacted]

[redacted]

[redacted] Individual B understand what it takes to serve those in need of quality patient care. They have a passion for helping others and are dedicated to providing comprehensive, compassionate, and superior patient services through the operation of a medical cannabis dispensary in Alabama. Not only does Individual B comprise of qualities needed to hone and care for patients/caregivers but being born and raised in Alabama allows them to connect with the patients/caregivers of Alabama on an intimate level.

**DDO - Individual C:** The Applicant's DDO holds a Doctorate in Pharmacy and grew up in

[redacted]

[redacted] From a very young age, they were engaged in serving locals and running a

[redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**CCO/QAU - Individual D:** Individual D, a co-owner of the Applicant, is a licensed Ohio Dispensary Manager with extensive experience in cannabis business operations and the health industry. As an active member of the Ohio medical cannabis community, this individual brings industry and state-specific knowledge to the Applicant's operations. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Individual D understands the importance of maintaining strict compliance with state and federal regulations having spent ten years as a clinical microbiologist at a Connecticut hospital and overseeing the operations of a successful medical cannabis dispensary in Ohio. In their role as an Ohio Dispensary Manager, they lead a team of disciplined and high performing staff while overseeing every aspect of the dispensary's operations from inventory management to patient satisfaction. Their experience with operations of a medical cannabis facility contribute immensely to the Applicant's team in running a highly compliant medical cannabis dispensary in Alabama.

**DOM - Individual E:** The DOM oversees the Applicant's marketing and advertising plan, bringing to the table experience in multiple fields along with an educational background in cannabis cultivation and business. [REDACTED]

[REDACTED]

[REDACTED] They have leveraged their experience in patient relations and patient satisfaction to maximize the success of the team's business. Individual E has taken classes in cannabis business and horticulture from Oaksterdam University in Oakland, CA, America's first cannabis college. Working alongside patients/caregivers as they strive to overcome injuries and reclaim their bodies has equipped Individual E with the necessary empathy and compassion to serve medical cannabis patients/caregivers. Individual E practices patience and communication to help reduce the stigma against medical cannabis and improve access for those who need it most.

[REDACTED]

[REDACTED]

**CFO - Individual F:** The CFO is a cannabis industry professional with years of experience in developing and executing effective business plans. They received a Bachelor of Science in Business with concentrations in Finance, Management Information Systems, and Real Estate. Given the complexity of finances and property management in the cannabis industry, this background has equipped them with the expertise needed to effectively get a cannabis business off the ground. They also come to this industry with extensive business management experience, having managed multiple highly regulated small businesses in Connecticut. Over the last few years, they have served as COO and owner-operator of a dispensary in Massachusetts. Establishing this dispensary required significant creativity and patience with regulatory hurdles. This individual and their team have managed to establish a successful and unique dispensary that is already renowned in the cannabis community for its innovative design and curated patient experience. As CFO, they oversee the day-to-day operations, including handling many of the financial and regulatory tasks required to keep the business running.

**DEO - Individual G:** The Applicant's DEO and co-owner comes to the cannabis business from a long career devoted to safe and effective manufacturing of pharmaceuticals. Their technical expertise in every stage of pharmaceutical development from research to commercialization makes them an ideal candidate for the role. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

During this time, Individual G oversaw detailed clinical trials of drug delivery systems and worked across multidisciplinary research and development teams to ensure research was performed to the highest ethical and technical standards. They co-authored several peer-reviewed articles in professional journals of pharmacology and in 2017, moved to a new role as Senior Research Scientist in Formulation at Achillion Pharmaceuticals, leading a diverse team through the complex process of developing and testing new pharmaceutical drugs. Individual G believes in providing safe and effective medicinal products to communities that need them in the most responsible way possible, making them a driving force in The Applicant's efforts here in Alabama.

**COO - Individual H:** The Applicant's COO and co-owner is a [REDACTED] [REDACTED] Individual H has been delivering safe and personalized patient care for over 25 years, having worked for the nation's two most reputable and recognized retail pharmacies and successfully co-owning and operating two successful medical cannabis dispensaries in Connecticut and Ohio, both highly regulated medical cannabis markets. This individual's career in pharmacy and cannabis has been dedicated to improving the quality of lives through compliant and compassionate patient care. Passionate about improving the quality of people's lives through safe and effective medical therapies, Individual H began to study the medicinal benefits of cannabis for addressing debilitating medical conditions. Recognizing immense data showing the effectiveness of medical cannabis for treating inadequately or inappropriately treated conditions such as chemotherapy- and cancer-induced pain, PTSD, opioid addiction, HIV/AIDs, and inflammation, Individual H advocated for medical cannabis as an alternative medicine for suffering patients/caregivers. In this spirit, this pioneering pharmacist applied for – and was granted – two licenses to operate medical cannabis dispensaries.

**DOS - Individual I:** Our DOS and co-owner of the Applicant is also a [REDACTED] [REDACTED], and has successfully co-owned and operated two medical cannabis dispensaries in Connecticut and Ohio, both highly regulated medical cannabis markets. Individual I's background as both a pharmacist and medical cannabis dispensary owner will be vital to the success of a safely operated medical cannabis dispensary in Alabama. Over the course of their pharmacy career at Walgreens, InnoVa and Walmart, they acquired substantial first-hand experience and knowledge, and honed the skills that uniquely prepared them to own and successfully operate two medical cannabis dispensaries. Of the many skills they learned from running multiple medical dispensaries, the Applicant will draw on Individual I's years of operational experience to ensure the security of the Applicant's facilities and patient data.

**DHR - Individual J:** This individual comes to the Company with a diverse background rooted in the practice of law. After graduating from the [REDACTED] [REDACTED] [REDACTED]

[REDACTED], Individual J continued their practice in the area of family law. They have a passion for developing and implementing policies and procedures that will ensure the success of the Applicant by creating a positive working environment where employees are both valued and respected. As an attorney, they are an effective communicator who is passionate about building strong work-place relationships as an advisor and resource.

Business Style and Philosophy

The Applicant believes in providing our patients/caregivers with the highest level of service and care. We strive to be a leader in the medical cannabis industry and are committed to providing patients/caregivers with quality products and services. The Applicant strives to create a safe, welcoming, and inclusive environment for patients/caregivers, and to provide a knowledgeable, compassionate, and respectful experience. These goals can only be accomplished with the help of a great team, which is why the Applicant strives to extend this philosophy to its employees. The Applicant has the belief that the best way to achieve the highest level of patient/caregiver service and care is by creating a safe, friendly, and professional environment for our employees.

Thoughtful Site Selection

The Applicant has secured three (3) locations throughout the State to open a medical cannabis dispensary. The locations chosen by the Applicant were thoughtful and intentional. The Applicant share's the AMCC's view on factors that should be considered when choosing a location, with the foremost factor being improving patient access to medical cannabis. The Applicant also considered such factors as the local population, the ability of the Applicant to contribute positively to the local economy, and the speed in which the Applicant can commence operations at the location. Accordingly, all three of the Applicant's secured locations are in existing buildings, which will allow the Applicant to commence operations as fast as possible. Drawing on the Applicant's years of experience building and operating medical cannabis dispensaries in legal markets, all locations selected occupy spaces between 2,300 square feet and 3,000 square feet and have designated parking for the Applicant's patients/caregivers, both of which are important factors to ensure an accessible and efficient operation.

**Dispensary Location 1: 501-545 Cahaba Park Circle, Birmingham (Jefferson County)**

The Applicant's first location is situated in Alabama's most populous county and third largest city. Given the large population of Jefferson County, the Applicant anticipates a strong need for multiple dispensaries to adequately serve the city and the surrounding population. Although, the Applicant had several options for a location in Birmingham, the Applicant strategically chose 501-545 Cahaba Park Circle because it sits on the very outskirts of Birmingham near Shelby County, which based on the Applicant's research and the AMCC's website, does not include many municipalities that have allowed medical dispensaries, if any. Our location sits in a high-traffic count area with over 85,000 vehicles passing through on Highway 280 even further maximizes its potential to reach those residing in the surrounding rural areas of Birmingham as well as those driving to and from Auburn, Sylacauga, and as far as Alexander City. By being on the outskirts of Birmingham, the Applicant can increase access to patients/caregivers in both Birmingham and in nearby communities that will likely not have medical dispensaries.

**Dispensary Location 2: 959 Gilbert Ferry Rd. SE, Attalla (Etowah County)**

With a population of just under 6,000 people, the Applicant strategically approached the City of Attalla understanding that opening a medical cannabis dispensary in Attalla would help the Applicant achieve its (and the AMCC's) goal of reaching underserved populations. Rather than approaching cities that have already approved ordinances allowing medical cannabis dispensaries (such as Gadsden and Glencoe), the Applicant proactively approached the City of Attalla and presented to their City Council the benefits a medical cannabis dispensary may be able to bring to the city, prior to their City Council passing an ordinance allowing the use. The Applicant sought out Attalla because of its reachable location, sitting directly off I-59. Attalla was tactically chosen to reach its community neighbors in the towns located just north and west of Attalla to ensure the patients/caregivers in those communities have a close reach to their medical cannabis needs, while also knowing it is extremely accessible to its neighbors to the south and east of Attalla.

**Dispensary Location 3: 809 US HWY 72 W, Athens (Limestone County)**

Within a population of just over 27,000 people, Athens is in Alabama's second fastest growing county, Limestone County, which has a population of over 100,000 people. As the population in the county continues to grow, the patient population in the surrounding area

can be expected to grow as well. The Applicant strategically chose Athens to ensure the Applicant's ability as a company to continue to adequately provide patients/caregivers access to medical cannabis in the future. The site is also situated off a major highway, making transportation to the dispensary convenient for patients/caregivers that live in surrounding cities. Granting a dispensary in Athens will allow it to serve more rural communities north and east of Athens that will likely be unable to access medical cannabis dispensaries. Further, the location in Athens is conveniently located off I-65 and off US-72 which makes it accessible for those traveling from nearby communities.

**9.7 Description of Services/Products**

The Applicant will dispense only medical grade cannabis provided through valid contracts with other non-dispensary licensees and related products associated with medical cannabis, such as inhalers or other administration aids. The Applicant has already entered into Memorandums of Understanding (MOUs) with a number of potential integrated, cultivation, and processor licensees to ensure the Applicant's ability to secure product for our patients/caregivers. In particular, the Applicant anticipates selling the following products to registered qualified patients/caregivers pursuant to AMCC regulations:

1. **Oral tablets, capsules, or tinctures:** These products are convenient, discreet, and provide a simple way for patients/caregivers to receive their medication. Easy to swallow, they are designed to deliver medical cannabis to users through ingestion and can provide a more consistent dose and offer longer-lasting effects for patients/caregivers and may come in a variety of different doses. Prices will likely range from \$30-\$60 and may have a shelf-life of up to 12 months, depending on the product and formulation.
2. **Non-sugarcoated gelatinous cubes, gelatinous rectangular cuboids, or lozenges in a cube or rectangular cuboid shape:** These products are designed to dissolve slowly in the mouth and allow for a more controlled dose of medical cannabis. Prices will vary depending on the potency and quantity of the product, but they generally range from \$25-\$45, and may have a shelf life of up to 12 months, depending on the product and formulation.

3. **Gels, oils, creams, or other topical preparations:** These products are designed to be applied directly to the skin to provide localized, fast-acting relief, and can help to reduce inflammation and pain. Prices will likely range from \$25-\$50 and may have a shelf life of up to 12 months, depending on the product and formulation.
4. **Suppositories:** These products are designed to be inserted into the rectum or vagina. The benefits of these products are that they offer a non-invasive method of providing relief from pain and inflammation and are absorbed quickly into the body for fast-acting relief from symptoms such as nausea and vomiting. Prices for suppositories will likely range from \$25-\$50 and may have a shelf life of up to 12 months, depending on the product and formulation.
5. **Transdermal patches:** These products are designed to be applied directly to the skin to provide long-lasting relief from inflammation or pain. These products are a discreet and convenient way to receive medication and provide patients/caregivers with a more consistent dosage than other forms of administration. Prices for transdermal patches will likely range from \$25-\$50 and may have a shelf life of up to 12 months, depending on the product and formulation.
6. **Nebulizers:** These products are designed to deliver medical cannabis in a mist form that is inhaled orally. The benefits of these products are that they offer a precise dosage and allow users to inhale the medical cannabis quickly for fast-acting relief. Prices for nebulizers will likely range from \$25-\$50 and may have a shelf life of up to 12 months, depending on the product and formulation.
7. **Liquids or oils for administration using an inhaler:** These products are designed to be used in an inhaler to deliver medical cannabis directly to the lungs. The benefits of these products are that they offer a precise dosage and allow users to inhale the medical cannabis quickly for fast-acting relief. Prices will likely range from \$25-\$50 and may have a shelf life of up to 12 months, depending on the product and formulation.

In accordance with AMCC Rules and Sect. 20-2A-3 of the Act, the Applicant will not sell any raw cannabis plant material, any product administered by smoking, combustion, or vaping, or any food product that has medical cannabis baked, mixed, or otherwise infused into the product, such as cookies or candies.



Overall, the Applicant will offer a wide variety of products to meet all patient needs, as well as products that are in compliance with the AMCC Rules and Regulations. These products are cost effective, offer a long shelf life, and provide patients/caregivers with a consistent, safe, and effective dose of medical cannabis.

**9.8 Advertising and Marketing Strategy**

The goal of this advertising and marketing strategy plan is to provide a comprehensive plan for the Applicant to increase revenue and visibility. The primary objectives include increasing brand awareness among potential patients/caregivers in the dispensary's local area, boosting patient engagement with the brand, gaining loyalty among existing patients/caregivers, promoting responsible consumption practices, ensuring compliance with all relevant laws and regulations related to medicinal cannabis sales, and creating educational content for patients/caregivers about the different types of products available at the dispensary. This plan will include an analysis of the target market and competition, as well as an outline of the strategies and tactics to be used to successfully promote the dispensary.

**Target Market**

The target market for the Applicant consists of medical cannabis consumers, who are Alabama State residents over the age of 19 suffering from a qualifying medical condition that has been certified by a registered physician. Current qualifying conditions in Alabama include: Autism Spectrum Disorder; Cancer related cachexia, nausea or vomiting, weight loss, chronic pain; Crohn's Disease; Depression; Epilepsy or a condition causing seizures; HIV/AIDS - related nausea or weight loss; Panic Disorder; Parkinson's Disease; Persistent nausea; Post-Traumatic Stress Disorder (PTSD); Sickle Cell Anemia; Spasticity associated with Multiple Sclerosis or spinal cord injury; A terminal illness; Tourette's Syndrome; and Condition causing chronic or intractable pain. These individuals will be seeking medical cannabis to alleviate their medical conditions. It is also important to recognize that many patients/caregivers may be new to medicinal cannabis and will need guidance on how to safely access and administer medical cannabis. Based on data from other states with a legal medical cannabis program, The Applicant conservatively estimates that 1.50% of the population will register as a medical cannabis patient.

Competition

The competition for a medical cannabis dispensary will be other licensed dispensaries around the Applicant’s dispensaries. The AMCC will allow up to 37 dispensaries throughout the State, however the exact locations of these dispensaries will not be known to the Applicant until licenses are awarded. It is important to be aware of the competition to develop an effective strategy. For example, it is important to research the services and products offered by the competition to differentiate the dispensary.

**Strategies and Tactics**

The following are the strategies and tactics that should be used to promote the Applicant’s dispensary:

[Redacted]

[Redacted]

**9.9 Community Engagement Plan**

The Applicant is committed to fostering a positive relationship with the communities it intends to locate near its facilities. Social responsibility, individual wellness, and community impact and connection are at the core of the Applicant’s operations. These ideals are instilled with a communal spirit that prioritizes investments in the environment, in local organizations, and in the residents of the communities. With members of the team having cannabis operations in other legal markets, they know each community is unique and has its own concerns, priorities, and needs. This Community Engagement Plan outlines the efforts that have been and will be made to ensure they are an active and engaged member of the local communities. The plan includes strategies for engaging with local stakeholders, building relationships with community members, involvement with local organizations, and providing resources and services to support the health and wellbeing of the communities.

Community Outreach

[Redacted Content]

[Redacted text block containing approximately 25 lines of blacked-out content]

Community Education

[Redacted text block containing approximately 6 lines of blacked-out content]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

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[Redacted]

Community Involvement

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

[Redacted text block]

Community Support

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

**9.10 Environmental Impact Statement**

[Redacted text block]

**Facility Design**

[Redacted text block]

[Redacted text block]

**9.11 Insurance Plan**

The Applicant has engaged with Gilbert Insurance Agency, Inc, an insurance agency that has extensive experience in multiple cannabis markets. Gilbert Insurance Agency has access to A-rated insurers that will provide the Applicant with, at a minimum, casualty, workers' compensation, liability, and auto or fleet policies. The Applicant has included a letter from Gilbert Insurance Agency, Inc that confirms its ability to offer the Applicant the appropriate insurance policies in Alabama. (See **Attachment Page 40**)





137 Main Street  
Reading, MA 01867-3923  
781-942-2225  
FAX: 781-942-2226  
Toll Free 1-888-942-2225  
<http://www.gilbertinsurance.com>

December, 15th 2022

Alabama Medical Cannabis Commission  
PO Box 309585  
Montgomery, AL 36130

Re: GP6 Wellness, LLC



To Whom It May Concern:

Please accept this letter as confirmation that we have been asked by GP6 Wellness, LLC to obtain quotes and offer general liability, product liability & workers comp insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate from an A rated insurer for their retail license. When the Alabama Cannabis Commission grants GP6 Wellness, LLC a license to operate a medical cannabis dispensary, Gilbert Insurance will be able to offer the required insurance coverage from an A rated insurer, including but not limited to casualty, workers' compensation, liability, and (as applicable) auto or fleet policy.

In reviewing, if you should have any questions, please don't hesitate to contact me.

A handwritten signature in black ink that reads 'David Gilbert'.

David A. Gilbert, CIC  
Gilbert Insurance Agency Inc.

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

## Verification

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

  
Printed Name of Verifying Individual

  
Title of Verifying Individual

  
Signature of Verifying Individual

12.29.2022  
Verification Date

**Summary**

Applicant understands that in order for the medical cannabis industry to be successful in Alabama, there must be cooperation between all stakeholders. To provide our patients with the best quality and selection of products available in the State, Applicant must work with other licensees to secure quality product. Accordingly, Applicant has already started to form relationships with potential licensees in the State to ensure our best chances of getting product quickly if Applicant were to receive a license.

**10.1 Any Cultivator or prospective Cultivator**

**Not Applicable** – Applicant intends to contact and work with all licensed Cultivators in the State

**10.2 Any Processor or prospective Processor**

Applicant has entered into a Memorandum of Understanding with the following entities applying for a Processor License:

*Attachment Page 3: Organic Harvest Lab, LLC*

**10.3 Any Secure Transporter or prospective Secure Transporter**

**Not Applicable** – Applicant intends to contact and work with all licensed Transporters in the State

**10.4 Any Integrated Facility or prospective Integrated Facility**

Applicant has entered into a Memorandum of Understanding with the following entities applying for an Integrated Facility License:

*Attachment Pages 4-6: Southeast Cannabis Company, LLC*

*Attachment Page 7: Wagon Trail Med-Serv, LLC*

*Attachment Page 8: Fleetwood Medical Cannabis, LLC*

*Attachment Page 9: Aspire Medical Partners*

*Attachment Page 10: A.M. Sky, LLC*

**10.5 Any State Testing Laboratory or prospective State Testing Laboratory**

**Not Applicable** – Applicant intends to contact and work with all licensed Testing Laboratories in the State

**10.6 Other Relevant Business Relationships**

Applicant has entered into a Letter of Intent with Aspire Medical Partners, LLC to potentially participate in the “Alabama Medical Cannabis Alliance” (AMCA) should Applicant obtain a dispensary license from the AMCC. It is Applicant’s understanding that the AMCA would be a nonprofit organization formed to help create networking opportunities between licensed medical cannabis businesses in Alabama and help promote education and best practices within the industry.

Should Applicant be awarded a license by the AMCC, Applicant would look to join an industry organization like the AMCA, or something similar, to work with other licensees to help promote best practices within the industry and foster a collaborative medical cannabis industry in Alabama.

***Attachment Pages 11-15: AMCA***

**MEMORANDUM OF UNDERSTANDING**

**PARTIES**

This Memorandum of Understanding (the "MOU") is made on December 1, 2022, by and between GP6 Wellness, LLC and Organic Harvest Lab, 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 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. Organic Harvest Lab, 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 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.

**ACKNOWLEDGMENT OF TERMS**

I acknowledge and agree to the terms set forth above.



A handwritten signature in blue ink that reads "Jason Cobb".

Jason Cobb  
Executive Officer, Organic Harvest Lab, LLC  
[organicharvestlab@gmail.com](mailto:organicharvestlab@gmail.com)  
205-617-8000

## LETTER OF INTENT TO SUPPLY PRODUCT

December 6, 2022

GP6 Wellness, LLC  
[REDACTED]

Re: Letter of Intent for Supply of Product

Dear [REDACTED]:

This Letter of Intent ("LOI") sets out the principal terms of a Product Supply and Purchase Agreement to be entered into between Southeast Cannabis Company, LLC, an Alabama limited liability Company (the "Seller") and GP6 Wellness, LLC, an Alabama limited liability company (the "Buyer"). The transaction contemplated herein 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 section regarding entry into negotiations, this LOI is not binding on the Parties. This LOI 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 (the "Definitive Product Supply and Purchase Agreement"). No binding agreement shall exist with respect to the Transaction unless and until the Definitive Product Supply and Purchase Agreement has been duly executed and delivered by both Parties. As soon as practicable following the acceptance and approval of this LOI by the Seller, the Parties shall enter into negotiations with the objective of executing the Definitive Product Supply and Purchase Agreement within 30 days thereafter. Seller's counsel shall prepare the initial draft of the Definitive Product Supply and Purchase Agreement.
2. **Supply of Product**. It is the present intention of the Parties that, upon execution of the Definitive Product Supply and Purchase Agreement, Buyer would purchase and Seller would sell the such products as agreed upon by the Parties ("Supply Terms"), at the price and in the quantities set forth therein. The Definitive Product Supply and Purchase Agreement shall contain such covenants, conditions, indemnities, representations, and warranties as the Parties shall mutually agree to.
3. **Term and Termination**. This LOI will automatically terminate and be of no further force and effect upon the earlier of: (i) execution of the Definitive Product Supply and Purchase Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller; and (iii) a final and unappealable determination by the Alabama Medical Cannabis Commission that either Buyer or Seller's application for an Alabama Medical Cannabis License has been denied. Notwithstanding any language to the contrary in this section, Section 4, Section 5, and Section 6 shall survive the termination of this LOI, and the

termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.

4. **Governing Law.** This LOI 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 laws of any jurisdiction other than those of the State of Alabama.
5. **Confidentiality.** This LOI, 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. 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 LOI.
7. **Expenses.** Each of the Parties shall bear its respective costs, charges, and expenses for the business review, preparation, and negotiation of the Definitive Product Supply and Purchase Agreement or incurred in connection with the transactions contemplated by this LOI, including, but not limited to, fees of their respective counsel, accountants, and other advisors or consultants.
8. **Miscellaneous.** Neither this LOI 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 LOI 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 LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

[SIGNATURE PAGE FOLLOWS]

If you are in agreement with the terms set forth above and wish to proceed with negotiating a Definitive Product Supply and Purchase Agreement for the proposed Transaction on that basis, please sign this Letter of Intent in the space provided below and return an executed copy.




Very truly yours,

SOUTHEAST CANNABIS COMPANY, LLC

By:   
Name: Charles Smith  
Title: Chief Operating Officer  
Date: 12/6/22

Agreed to and accepted:

GP6 WELLNESS, LLC

By:   
Name:   
Title:   
Date: 12.06.2022



**MEMORANDUM OF UNDERSTANDING**

**PARTIES**

This Memorandum of Understanding (the "MOU") is made on December \_\_\_, 2022, by and between GP6 Wellness, LLC and Wagon Trail Med-Serv, 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**

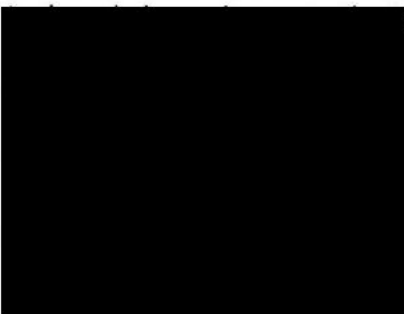
It is both Parties' understanding that Wagon Trail Med-Serv, LLC is applying for an Integrated Facilities License with the Alabama Medical Cannabis Commission (AMCC) and GP6 Wellness, LLC is applying for a Dispensary License with the AMCC. Accordingly, should both Parties be awarded a license by the AMCC, it is mutually agreed upon and understood by and among the Parties that:

1. Wagon Trail Med-Serv, LLC agrees to sell on a non-exclusive basis, medicinal grade quality cannabis products, produced in accordance with AMCC regulations, to GP6 Wellness, LLC to be sold through any or all of its licensed dispensaries;
2. GP6 Wellness, LLC agrees to purchase, in accordance with AMCC regulations, medical cannabis products from Wagon Trail Med-Serv, LLC; and
3. Sales transactions and/or transport of product between the Parties will not commence until both Parties are fully inspected, approved, and granted licenses by the AMCC to commence operations. All transactions and transportation 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.

**ACKNOWLEDGMENT OF TERMS**



Terms set forth above.

  
 \_\_\_\_\_  
 Joey Robertson  
 President  
 Wagon Trail Med-Serv, LLC  
[robertsonwthf@gmail.com](mailto:robertsonwthf@gmail.com)  
 256-338-0478

MEMORANDUM OF UNDERSTANDING

**PARTIES**

This Memorandum of Understanding (the "MOU") is made on December 5<sup>th</sup>, 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.

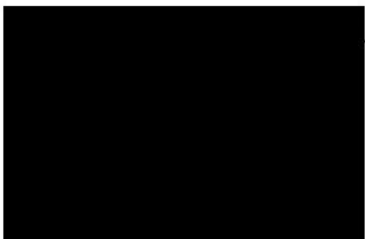
**TERM AND TERMINATION**

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.



  
 \_\_\_\_\_  
 Ellis Ollinger  
 Chief Executive Officer,  
 Flowerwood Medical Cannabis, LLC  
[ollinger@flowerwood.com](mailto:ollinger@flowerwood.com)  
 251-583-3601

**MEMORANDUM OF UNDERSTANDING**

**PARTIES**

This Memorandum of Understanding (the "MOU") is made on December 12, 2022, by and between GP6 Wellness, LLC and Aspire Medical Partners (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 Aspire Medical Partners will be applying for a Vertical 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. Aspire Medical Partners 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 Aspire Medical Partners; 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.

**ACKNOWLEDGMENT OF TERMS**

I acknowledge and agree to the terms set forth above.



  
 Hunter Lake  
 Partner  
 Aspire Medical Partners  
[hunter.lake@gmail.com](mailto:hunter.lake@gmail.com)  
 205-887-6302

December 23, 2022

VIA E-MAIL

A.M. Sky, LLC  
c/o Alfonza Menefee  
2756 Heritage Hill Rd.  
Tuskegee, AL 36083  
Email: judge@morningskyfarms.com

GP6 Wellness, LLC



Re: Intent to Collaborate with respect to Alabama Medical Cannabis

A.M. Sky, LLC ("AM") intends to apply to the Alabama Medical Cannabis Commission for an Integrated Facility License (as defined in Act 2021-450 and the regulations promulgated pursuant thereto (the "Act")). AM understands that GP6 Wellness, LLC ("GP6") intends to apply to the Alabama Medical Cannabis Commission for a Dispensary License (as defined in the Act).

If both AM and GP6 are granted the above referenced licenses, we shall work together in good faith to enter into a mutually agreeable collaboration agreement pursuant to which GP6 shall serve as a non-exclusive partner for AM and AM shall service as a non-exclusive supplier of medical cannabis to GP6. This understanding 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, which incorporates the substantive provisions of this LOI, has been completed, executed, and delivered.

Sincerely,

A.M. Sky, LLC

  
Name: Alfonza Menefee  
Title: Manager

The undersigned acknowledges the foregoing.

GP6 Wellness, LLC

  
Name:   
Title: 

[12/15/2022]



Re: Letter of Intent between Aspire Medical Partners, LLC and [GP6 Wellness, LLC]

Dear [GP6 Wellness, LLC]:

This letter of intent (“**LOI**”) sets forth the current intentions of Aspire Medical Partners, LLC (“**Aspire**”) and [GP6 Wellness, LLC] (the “**Partner**” and together with Aspire, the “**Parties**” and each, a “**Party**”) related to the Parties desire to launch and participate in the Alabama Medical Cannabis Alliance (the “**AMCA**”).

1. Non-Binding. Sections 2, 3, and 4 of this LOI are not binding on the Parties. These non-binding provisions are only an expression of the current intentions of the Parties but do not create any legally binding rights or obligation. All other Sections of this LOI are binding on the Parties.

2. Alabama Medical Cannabis Alliance. The Parties agree that there is an opportunity to convene organizations throughout the state of Alabama that are interested in legal medical cannabis, so that they may collaborate to leverage the legal medical cannabis industry for positive economic, medical, and social outcomes throughout the State of Alabama. AMCA is being established in the hopes of taking advantage of this unique opportunity. AMCA is an Alabama nonprofit corporation seeking tax exemption under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended. AMCA exists to create networking opportunities for legally operated medical cannabis businesses or entities with an interest in legal medical cannabis, to promote education and best practices within the industry, and to equip the industry with social and economic initiatives to improve the state of Alabama.

3. Partnership.

(a) Aspire. It is the present intention of Aspire to:

- (i) Lead and fund the development of the AMCA;
- (ii) Join the AMCA as a member organization (“**Member**”);
- (iii) If awarded a license by the Alabama Medical Cannabis Commission, pay annual membership dues in addition to Aspire’s costs to develop the AMCA;
- (iv) Leverage its relationships within Alabama to recruit new Members;
- (v) Recruit resources to help fund the initial programing of AMCA;
- (vi) Collaborate with Partner to develop the mission and programing of AMCA;

- (vii) Actively participate in the programing of AMCA; and
  - (viii) Promote AMCA within Alabama.
- (b) Partner. It is the present intention of Partner to:
- (i) Join the AMCA as a Member;
  - (ii) If awarded a license by the Alabama Medical Cannabis Commission, pay annual membership dues;
  - (iii) Leverage its relationships within Alabama to recruit new Members;
  - (iv) Collaborate with Aspire to develop the mission and programing of AMCA;
  - (v) Actively participate in the programing of AMCA; and
  - (vi) Promote AMCA within Alabama.

4. AMCA Focus & Initial Goals.

- (a) Focus. The AMCA is focused on:
- (i) Supply-Chain Development. AMCA’s goal is to build an equitable and robust in-state supply-chain to support Alabama medical cannabis by providing access to the industry via open membership, networking events, and educational opportunities to help suppliers and vendors build relationships and gain working knowledge around: regulatory and compliance requirements, industry needs and best-practices, and other valuable information;
  - (ii) Equitable Industry Participation. Alabama agri-businesses, along with minority, women, and veteran owned organizations will be a focus within AMCA’s supply-chain development efforts. These organizations will receive discounts on membership, events, and resources.
  - (iii) Education. Education will initially be around requisite knowledge to serve regulated medical cannabis businesses to help ensure that all suppliers and vendors understand the regulations and laws put forth by the State of Alabama. Education will also consist of best practices, new technology, and any other information operators and employees wish to share to help improve the reliability, safety, quality, and consistency of Alabama’s medical cannabis supply chain.
  - (iv) Culture of Impact & Innovation. Instilling Alabama’s medical cannabis industry and supply-chain with a culture of impact and innovation is an important step to encourage all participants to invest time and resources into social, economic, and R&D initiatives – this is how we ensure the industry pays forward the opportunity the State of Alabama has made

available by creating the industry. AMCA's founding non-profit members will help guide the AMCA's focus in areas including but not limited to rural healthcare, bio science, and impact and opportunities related to underserved communities;

- (v) Partnership with the State of Alabama. AMCA intends to serve as a vehicle for collaboration with the State of Alabama to help launch and manage a healthy medical cannabis market, and to use the industry's resources to accomplish the State's social and economic goals.
- (b) Initial Goals. The AMCA's initial goals consist of the following:
  - (i) Recruit all Alabama medical cannabis license holders as members;
  - (ii) Collaborate with members, non-profit members, and the State of Alabama to define initiatives and timelines to help Alabama's medical cannabis industry stabilize and identify areas for improvement;
  - (iii) Work with Alabama's higher education institutes develop workforce development, accreditation programs, and educational tracks;
  - (iv) Work with Alabama's R&D institutes to identify areas of overlap among agriculture, bio science, medicine, industry, and medical cannabis.

5. Term and Termination. Except as otherwise stated in this LOI, the rights and obligations of the parties in this LOI shall commence as of the date first shown above (the "**Effective Date**") of this LOI for a period of one year (the "**Term**") and shall automatically extend for additional one-year terms, unless and until sooner terminated by either Party upon providing thirty days' written notice. Notwithstanding anything in the previous sentence, Sections 1, 5, 6, 7, 8, and 9 shall survive the termination of this LOI and the termination of this LOI shall not affect any rights a Party has with respect to the breach of this LOI by the other Party prior to such termination.

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

7. Confidentiality. Except as otherwise provided in this Section 6, this LOI, 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. 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.

Notwithstanding the confidentiality requirements set forth above, Aspire is hereby permitted to disclose the existence and terms of this LOI, and to provide a copy of this LOI, to the Alabama Medical Cannabis Commission for any purpose, without Partner's written consent. In furtherance of the foregoing sentence, Partner hereby grants to Aspire a limited, non-exclusive, royalty-free license to use the Partner's

name, logo, and trademarks in its communications with the Alabama Medical Cannabis Commission without notice to Partner.

8. Non-disparagement. The Parties agree not to make, repeat, or publish any disparaging statement concerning the other Party. Except as otherwise provided in this Section 7, in the event of any breach of this Section 7, the breaching Party shall pay the non-breaching Party \$5,000.00 per breach as liquidated damages, which shall be in lieu of any actual damages. The Parties agree that the losses and damages arising from any breach of this Section 7 would be inherently difficult if not impossible to quantify, and further stipulate that the agreed-upon sum is not a penalty but is, rather, a reasonable estimate of actual damages based upon the Parties' experience in the business world and given the nature of the reputational losses that may result from any a breach of this Section 7. A Party may not be held liable for breach of this Section 7 if the obligated Party makes an otherwise disparaging statement in good faith and solely for any of the following purposes: (i) to communicate with a law enforcement officer acting within the line and scope of the officer's law enforcement duties that a violation of the law has occurred or is occurring; (ii) to communicate with a government regulator acting within the line and scope of the regulator's regulatory duties that a violation of the law has occurred or is occurring; (iii) to respond to a lawfully served judicial, grand jury, or other lawful subpoena; (iv) to testify in a judicial or administrative proceeding in response to a lawfully served subpoena or an order of a court of competent jurisdiction; (v) to confer with the obligated party's attorney for the purpose of obtaining legal advice or representation; (vi) to respond to lawful discovery in a judicial or administrative action, provided the disparaging statement is either ordered by a court of competent jurisdiction or made in compliance with a protective order entered by the same court; (vii) to prosecute or defend a civil action between or among parties to a covered contract, provided the party making the disparaging statement attempts to and, if permitted by law, does file the disparaging statement and any related pleading under seal or in compliance with a protective order entered by a court of competent jurisdiction in the civil action; (viii) to exercise federally protected statutory rights, including, but not limited to, the exercise of rights under the National Labor Relations Act or the Civil Rights Act of 1964, as amended.

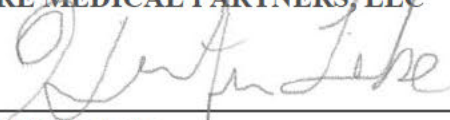
9. Expenses. Each Party shall be responsible for all of its own costs and expenses associated with its performance under this LOI.

10. Miscellaneous. Neither this LOI 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 LOI 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 LOI have been inserted for reference only and shall not be deemed to be a part of this LOI.

If you agree with the terms set forth above, please sign this LOI in the space provided below and return an executed copy to the attention of Mr. Hunter Lake.

Very truly yours,

**ASPIRE MEDICAL PARTNERS, LLC**

By: 

Name: Hunter Lake

Its: Member

Accepted and agreed:



[GP6 Wellness, LLC]

By:  \_\_\_\_\_

# Exhibit 11 – 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.

  
Printed Name of Verifying Individual

 \_\_\_\_\_  
Title of Verifying Individual

 \_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

The Applicant provides the following plan for receiving and coordinating information and certifications from registered certifying physicians recommending medical cannabis products for patients and caregivers. Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry and Applicant's Director of Dispensary Operations (DDO), a certified dispenser, holds a PharmD as an Alabama Registered Pharmacist. Accordingly, Applicant has accumulated the requisite knowledge and experience to provide expertise on receiving and coordinating information and certifications from registered certifying physicians.

**Compliance with the Alabama Medical Cannabis Patient Registry System**

Applicant displays thorough knowledge and competence on receiving and coordinating patient/caregiver information provided by a certifying physician through the Alabama Medical Cannabis Patient Registry System (AMCPRS) pursuant to Alabama Medical Cannabis Commission ("AMCC")("Commission") Rule 538-x-2-.05. Each of Applicant's three (3) facilities, shall always be staffed with at least one Certified Dispenser pursuant to AMCC Rule 538-x-8-.03 and have a Dispensary Manager (DM) dedicated to each facility who will also be qualified to be a certified dispenser. Applicant shall ensure all dispensary employees are trained in and follow the procedures related to the handling of sensitive patient/caregiver information retrieved through AMCPRS. The Applicant and all of its employees who, as part of their duties, are required to interact with the AMCPRS, Statewide-Seed-to-Sale System (Metrc), and the Alabama Medical Cannabis Commission's (AMCC) website, shall undergo preemployment IT certification with each database with which they must interact to demonstrate proficiency in those databases pursuant to AMCC Rule 538-x-4-.05.

The AMCPRS will be utilized to retrieve all confidential patient/caregiver information and physicians' certification as required to effectively serve the needs of the patient/caregiver during each visit. This due diligence by dispensary employees will ensure proper dispensing of medical cannabis products and prevent the potential for misinterpretation between the physician and the dispensary.









# Exhibit 12 – 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.

  
Printed Name of Verifying Individual

  
Title of Verifying Individual

  
Signature of Verifying Individual

12.29.2022  
Verification Date



**Purpose**

The Applicant provides the following plan for Point-of-Sale (POS) Responsibilities. Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry and Applicant's Director of Dispensary Operations (DDO) which holds a PharmD as an Alabama Registered Pharmacist is qualified to be a certified dispenser. Accordingly, Applicant has accumulated the requisite knowledge and experience to provide a plan for POS 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 Dispensary Manager (DM) at each dispensing site, who will also be qualified to be a certified dispenser.

The DDO and the DM, at each of its three facilities, shall implement proper methodologies and training for Dispensary Technicians (DT) on appropriate procedures for interaction with patients/caregivers and the process of dispensing using the Applicant's POS system, Dutchie. The DM shall, upon request from the patient/caregiver, provide consultation and education to ensure they have a thorough understanding of the medical cannabis products they will be utilizing for treatment. The DM shall offer to discuss with the patient/caregiver at the facilities' Consultation Room, for privacy, or if the patient/caregiver chooses to have a conversation at the POS registers, the DM shall make ALL attempts to convey requested information in a discreet manner.

**Commission Required Training**

The training required by the Alabama Medical Cannabis Commission ("AMCC" or "Commission") for DTs shall ensure that proper techniques are followed for handling and dispensing medical cannabis. The training is effective and vital for the Applicant's initiative to facilitate treatment to patients and caregivers in an accurate and compliant manner. It is up to the discretion of the Applicant to provide their own training or utilize a third-party, which shall be pre-approved by the AMCC. Any specific courses required by the AMCC shall be administered to the DTs by the Applicant in addition to the required training and/or continued education. DTs' certification of completion shall be signed by all involved parties (DDO and/or DM, DTs,) and shall be kept on record for a minimum 3 years which must be

provided electronically at any time upon the Commission’s request, pursuant to AMCC Rule 538-x-4-.04. The Applicant shall provide education to DTs in the following manner:

Hourly and Non-Salaried DTs Training:

- The Applicant shall require that ALL hourly and non-salaried DTs complete a cannabis foundations training program provided by the AMCC on the AMCC’s website at or before the issuance of licenses, to be completed prior to the Applicant commencing operations or at the time of hiring; and
- The Applicant shall require DTs to undergo and complete continued education training annually after receiving the foundations training. The continued education training shall consist of 10 hours of medical cannabis education and 5 hours of safety training.

Certified Dispenser Training:

The training for the DDO and the DM, approved by the AMCC, is to ensure thorough knowledge and skill is garnered to dispense medical cannabis effectively and accurately to patient/caregiver. Below are the training requirements pursuant to AMCC Rule 538-x-4-.04:

- Prior to the Applicant’s commencing operations or prior to beginning work, a medical cannabis foundations training course as required by the AMCC shall be completed and passed.
- There shall be no fewer than twenty (20) hours of continuing education approved by the AMCC, to address proper dispensing procedures. No less than five (5) hours of the continued education shall be from courses regarding safety of medical cannabis.

**POS Verification Procedures**





precautions, or other aspects of medical cannabis. DTs under the supervision of the DM are prohibited from consulting with patients/caregivers, the actions of such are designated for the DM at the Facility. The Applicant shall enforce that the DM is prohibited from consulting the patient/caregiver on the safety or effectiveness of medical cannabis, their recommended daily dosage, or type of medical cannabis recommended by the registered certifying physician. The DM shall direct the patient/caregiver to contact their certifying physician on any questions/topics that the DM is not permitted to advise on in compliance with AMCC Rule 583-x-8-.03-7.

**Patient/Caregiver Consultation with Certified Dispenser**

To provide the patient/caregiver proper education, consultation, and information as it pertains to the medical cannabis products/treatment, the DM shall have a thorough understanding of the medical cannabis products they are dispensing. The DM's goal is to effectively communicate with the patient/caregiver the accurate information about the products and any potential concerns in a way that is clear, concise, and easy to comprehend. At the request of consultation by the patient/caregiver, the DM shall consult in the following manner, but not limited to:

- The Applicant has designated a Consultation Room in their facilities for the purpose of fulfilling patient's/caregiver's requests for discretion and privacy during the consultation. Upon the DT's notification to the DM of a consultation request, the DM shall greet and introduce themselves to the patient/caregiver and offer a Consultation Room.
- At the point of consultation, the DM shall verify the patient/caregiver identification cards prior to engaging in communication.
- The DM shall inquire about the patient's/caregiver's reason for their visit/request for consultation, concerns, and any other topics they wish to discuss as it pertains to medical cannabis products, except those that are prohibited.
- The DM shall obtain all pertinent information from the patient/caregiver related to the patient's health condition, previous treatment with medical cannabis, and concerns with overall treatment.

- The following information may be provided by the DM as it pertains to the patient's/caregiver's request, but not limited to:
  - Proper storage techniques describing tips for storing medical cannabis safely at home; and/or
  - The science behind how the treatment correlates with the patient's qualifying condition which may include, endocannabinoid system, different types of cannabinoids, etc.; and/or
  - Proper administration of types of medical cannabis product which shall include step-by-step instructions on how to use the product; and/or
  - Side effects related to medical cannabis use, which may include, but not limited to: dizziness, dry mouth, drowsiness, impaired memory, and increased appetite.

## **Available Resources**

During a patient/caregiver consultation, the DM shall have available resources on medical cannabis needed to facilitate the DM's consultation. The DDO and DM shall update any materials when appropriate in the event rules and regulations change, and material shall be reviewed annually. The below resources, all of which shall be granted approval from the AMCC before use, shall be available at the Facility:

- A copy of the Alabama Medical Cannabis Commission (AMCC) Rules and Regulations, to ensure the DM and dispensary complies with all relevant laws and appropriate information is provided to patient/caregiver;
- Copies of published research on medical cannabis and medical conditions so as to provide patients/caregivers up-to-date informative studies on medical cannabis and their treatment;
- Education materials which may include but not limited to; brochures, pamphlets, or videos that provide information on safe medical cannabis use, storage, and disposal established by the Applicant or third-party; and
- Any educational or product information material from the product manufacturer for appropriate medical cannabis product administration methods.

# Exhibit 13 - 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.

  
Printed Name of Verifying Individual

 \_\_\_\_\_  
Title of Verifying Individual

 \_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

The Applicant provides the following plan for maintaining the confidentiality of patient information. Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry and Applicant's Director of Dispensary Operations (DDO), an Alabama Registered Pharmacist with a PharmD, meets the qualifications of a certified dispenser. Accordingly, Applicant has the knowledge and experience to provide a plan on maintaining confidential information and providing cybersecurity for sensitive information with respect to patients/caregivers.

Applicant is committed to being a leader in the medical cannabis industry and a trusted resource for the patients/caregivers being served. Essential to fulfilling this commitment is the ability to effectively protect the confidentiality of patient information in accordance with HIPAA while accessing the sensitive information within the Alabama Medical Cannabis Patient Registry System (AMCPRS), the Statewide-Seed-to-Sale system (Metrc), and the Applicant's Point-of-Sale (Dutchie). This plan addresses the protection of IT networks, systems, applications and data from attacks, intrusions, and other unauthorized conduct with respect to a cybersecurity breach. The Applicant shall ensure a strong and effective cybersecurity network is in place to provide protection on the computer systems and networks from information disclosure, theft of, or damage to their hardware, software, or electronic data. Applicant shall conduct annual reviews of its procedures with employees so that all patient's/caregiver's confidential information is dealt with in accordance with AMCC Rules 538-x-3-.05-3.m.(16)(i) & 538-x-4-.07-12.o.(9).

**Training**

Applicant shall ensure compliance with HIPAA which involves required training to all employees who have access to Patient Health Information (PHI) pursuant to HIPAA Privacy Rule (45 CFR § 164.530) and the HIPAA Security Rule (45 CFR § 164.308). This training shall occur in addition to the annual required continued education training and shall be designed to help employees detect threats and vulnerabilities that can jeopardize sensitive information handled on a daily basis. Through this training, the employees shall gain vital expertise on prevention of unauthorized disclosure, alteration and/or destruction of PHI and other sensitive data.





[Redacted text block containing multiple lines of blacked-out content, including bulleted points indicated by vertical bars.]

**Dutchie's Security Measures**

[Redacted text block containing multiple lines of blacked-out content under the heading 'Dutchie's Security Measures'.]

[Redacted text block]

**Additional Measures to Secure Network and Data**

[Redacted text block]

- | [Redacted text block]

- [Redacted text block]

- | [Redacted text block]



## IT Security, Compliance and Advisory Services

RSI's vision for IT Security & Compliance is to help you mitigate risk and protect your data. We consult to help leaders optimize resources by clarifying and prioritizing needs. Our integration services ensure the most effective application of technology and our managed security services deliver significant gains in operational efficiency and effectiveness.



### HIPAA/HITECH

Healthcare Institutions are required by law to protect the privacy of protected health information (PHI) in accordance with the Health Insurance Portability and Accountability Act (HIPAA).



### EU GDPR

GDPR regulations require companies to protect the personally identifiable data of EU citizens, regardless of company place of business. We comprehensively map your data flow and network layout to identify security gaps and opportunities to reduce scope and breach liability.



### FINRA / SEC Regulation S-P / Rule 30

Financial service firms are required to have policies and procedures addressing the protection of customer information and records. This includes protecting against any anticipated threats or hazards to the security or integrity of customer records.



### Patch Management

RSI's Patch Availability Service addresses regulatory requirements to identify and ultimately patch newly discovered security vulnerabilities, shifting from reactive remediation to proactive identification and patch installations based on active monitoring. We provide a comprehensive report of all needed hardware, software, and firmware security patches for your network and systems, freeing your internal resources from monthly patch tracking and reporting, as well as providing a 3rd party validation source.



### PCI DSS

Organizations that store, process or transmit payment card data, such as merchants and service providers, need to comply with the Payment Card Industry Data Security Standard (PCI DSS) to protect cardholder data (CHD).



### NERC CIP

Energy suppliers and generators are required to comply with NERC's Critical Infrastructure Plan (CIP). It consists of nine standards which protect electronic perimeters, physical security or critical cyber assets, personnel and training, security management, disaster recovery and more.



### NIST 800-171

RSI assessment and gap analysis services enables Federal Department of Defense contractors to identify areas of risk via storage and transmission of Controlled Unclassified Information (CUI), reducing contractor scope and ensuring technical engineering, code, research, and process information are kept secure.



### Penetration Testing

RSI's advanced penetration test assesses the effectiveness of security controls by simulating a real-world attack that mimics current adversary techniques, which illuminates unknown security weaknesses that could result in a compromise. Having delivered thousands of engagements to hundreds of clients, RSI can spot gaps and anticipate shifts in security trends across our diverse customer base and industries as we act as a seamless extension of your team.

## Services



### Identification

Identification services provide control and protocols for managing cyber security. At RSI, we have management tools that capture, track, and compare a client's Cybersecurity asset inventory with their risk tolerance for clients of any size (Tier 1-4).

### Protection

RSI offers many IT services that range from simple IT helpdesk support to cyber security and forensics. We understand the importance of setting up an end users' IT network with the adequate security measures and software that will provide them with the highest level of protection for their individual IT setup.

### Detection

In the event that a RSI client experiences any form of an intrusion or breach to their endpoint system, we have the ability to detect any adverse or negative Cybersecurity events, determine if our protective solutions have successfully mitigated the matter, and notify the client.

### Response & Recovery

In the confirmed event that a RSI client has experienced a security breach, RSI can and will support and advise them through the Incident Response lifecycle. If the breach is complex, and requires additional services (Ad Hoc services), RSI will provide the client with our base support and guidance services and provide the client with an IRP (Incident Response Plan).

### Support

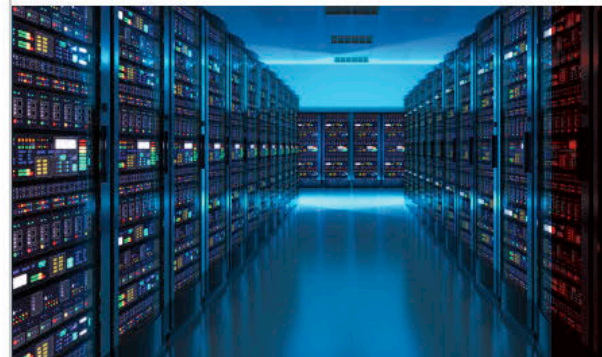
RSI provides a 24x7 call center, available 365 days a year, which provides technical support for all base services; as well as, questions regarding Ad Host services.

### Ad Hoc

Ad Hoc services are available to all new and existing clientele. Our engineers will make recommendations and create an action plan based on your needs. All of our services are available on an Ad Hoc basis.

## About

RSI is the nation's premier information security and compliance provider dedicated to helping organizations achieve risk-management success. We work with some of the world's leading companies, institutions and governments to ensure the safety of their information and their compliance with applicable regulation. We also are a security and compliance software ISV and stay at the forefront of innovative tools to save assessment time, increase compliance and provide additional safeguard assurance. With a unique blend of software based automation and managed services, RSI can assist all sizes of organizations in managing IT governance, risk management and compliance efforts (GRC).



858-999-3030

4370 La Jolla Village Drive  
Suite 200 • San Diego, CA 92122

www.rsisecurity.com  
info@rsisecurity.com

# Exhibit 14 - 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.

  
Printed Name of Verifying Individual

 \_\_\_\_\_  
Title of Verifying Individual

 \_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose:**

The Applicant provides the following plan for money handling and taxes. Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry. Accordingly, Applicant has accumulated the requisite knowledge and experience to provide a plan for receipt, storage, handling, accounting, and the depositing of cash as well as commit to its obligations to accurately handle the business' federal income tax, self-employment tax, and excise taxes, as well both state and local taxes.

**14.1 Money Handling**

[Redacted]

**Cash Drops:**

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

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[REDACTED]

**14.2: Taxes**

The Applicant understands that it has an obligation to ensure that it is responsible for paying federal income tax, self-employment tax, and excise taxes, as well both state and local taxes. Accordingly, the Applicant will file their appropriate federal income taxes and submit such payments to the IRS using their online website using their Electronic Federal Tax Payment System (EFTPS) or other available means offered by the IRS.

The Applicant also understands that certain local and state taxes, as well as income taxes, are owed to the State of Alabama while operating a dispensary. Such taxes will be paid to the Alabama Department of Revenue in accordance with §20-2A-10 of the Alabama Senate Bill 46. The Applicant’s POS system will have the ability to track sales taxes that are owed to the state, city, and county which will be paid through the Alabama Department of Revenue’s My Alabama Taxes portal or through the appropriate County and local tax administrator, if required. Further, the Applicant will file appropriate state income tax forms and pay any taxes due to the Alabama Department of Revenue by utilizing their online portal to make a payment, or through other available means. All local taxes will be remitted monthly, or as required by State and local regulations.

The Applicant is well prepared to face the tax implications of owning a business that falls under Section 280E of the U.S. Code regarding expenditures in connection with the illegal sale of drugs which disallows the deductions of “ordinary and necessary” business expenses. This puts a serious financial burden on cannabis businesses compared to businesses in other industries, however, the Applicant has accounted for this and understands these obligations. The Applicant’s Chief Financial Officer is responsible for allocating funds and cash flow for taxes due soon but also projecting what taxes will be due in the future. It is their responsibility to forecast these payments and ensure funds are available when the payments must be made.

**Payment of Taxes**

Applicant intends to pay their taxes in the same way as other businesses in Alabama. Federal tax payments are made using the Electronic Federal Tax Payment System (EFTPS), or by mailing a check or money order to the IRS. All state, county, and local administered taxes will be filed through the Alabama Department of Revenue’s My Alabama Taxes portal or through the appropriate county and local tax administrator, if required. All local taxes will be remitted monthly, or as required by state and local regulations.

**State and Local Sales Tax**

The Applicant understand commencing January 1, 2022, there is levied, in addition to all other taxes of every kind now imposed by law, and shall be collected and remitted in accordance with Article 1, commencing with Section 40-23-1, of Chapter 23 of Title 40, Code of Alabama 1975, a tax on the gross proceeds of the sales of medical cannabis when sold at retail in this state at the rate of nine percent of the gross proceeds of the sales. It is our understanding that the 9% will be in addition to the 4% for general merchandise (state rate), and whatever the local rate is for that locality (varies by city and county). It is our plan to collect all applicable sales taxes, account for the liability within our accounting system and remit the sales taxes in accordance with all regulations.

**State Income Tax**



The Applicant understands that because it will be selling high THC medical cannabis, which is considered trafficking in a Schedule 1 controlled substance, the Applicant is subject to Internal Revenue Code Section 280E. According to a memo issued by the Office of Chief Counsel for the Internal Revenue Service dated December 10, 2014, businesses that sell Schedule 1 controlled substances, which include marijuana, are assessed income taxes on their gross income.

There are no modifications or exceptions to the application of IRC § 280E when calculating the taxable income of a corporation. Thus, it is our understanding Alabama currently conforms to IRC § 280E for corporate income tax purposes. Accordingly, the Applicant will calculate and remit federal and state income taxes based on our gross profits as determined by subtracting our cost of goods sold from the gross proceeds received from sales of medical cannabis. The Applicant has hired an independent Certified Public Accountant who specializes in the cannabis industry to properly calculate taxes owed and file accurate tax returns with both the Internal Revenue Service and the state of Alabama.

The financial projections assume we will elect to treat the LLC as a C-corporation for tax purposes. As such, the income tax subtraction included on the profit and loss projection within exhibit 5 was calculated by multiplying our gross profit by a combined income tax rate of 27.5% which includes federal income taxes of 21.0% and state income taxes of 6.5%.

**Privilege Tax**

We understand that Commencing January 1, 2022, there is levied an annual privilege tax on every person doing business under this chapter in Alabama. The tax shall accrue as of January 1 of every taxable year, or in the case of a taxpayer licensed under this chapter, during the year, or doing business in this state for the first time, as of the date the taxpayer is licensed to do business under this chapter. The tax shall be levied upon the taxpayer's net worth in Alabama for the taxable year. The annual return required by this subsection shall be due no later than the corresponding federal income tax return, as required to be filed under federal law. The annual medical cannabis privilege tax shall be reported on forms and in the manner as prescribed by rule by the Department of Revenue.

# Exhibit 15 – 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.

  
Printed Name of Verifying Individual

 \_\_\_\_\_  
Title of Verifying Individual

 \_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry and Applicant's Director of Dispensary Operations (DDO) holds a PharmD and is an Alabama Registered Pharmacist. Accordingly, Applicant has accumulated the requisite knowledge and experience to provide expertise on developing standard operating plans and procedures for a medical cannabis dispensary.

The following Standard Operating Plan and Procedures outlines the guidelines that govern the operation of Applicant's medical cannabis dispensary facilities. It serves as a reference manual for the Applicant's employees and helps to ensure that its facilities are operated in a consistent, efficient, and professional nature that is responsible and compliant with all State and Federal laws and regulations. The Applicant shall designate a Dispensary Manager (DM), who shall meet the qualifications of a Certified Dispenser, in each of its facilities for the purpose of implementing this reference manual. The Applicant shall document all training conducted at its facilities, including certificates of completion and shall maintain digital and paper copies for at least three (3) years, which may be provided electronically at any time upon the Alabama Medical Cannabis Commission's ("AMCC" or "Commission") request pursuant to AMCC Rule 538-x-4-.04-3.

**15.1 IT Plan**

The Applicant has set forth established policies for recordkeeping to ensure the maintenance, safekeeping, and accessibility of critical documents and information. The Applicant shall utilize its third-party Point-of-Sale (POS) System, Dutchie, which also acts as the third-party inventory control and tracking system, to accurately control all recordkeeping of information obtained through Alabama Medical Cannabis Patient Registry System (AMCPRS) and the Statewide Seed-to-Sale tracking system (Metrc). The Applicant shall maintain records that indicate proof of purchasing and accessing these platforms pursuant to Rule 538-x-4-.07-12.o.(1). Interaction amongst these platforms shall be successfully maintained and properly updated through a secured interface. Dutchie enables the Applicant to monitor, control, and stay in compliance with its inventory protocols. The DDO and DM shall oversee this IT plan and ensure all measures taken for accurate

recordkeeping of technological tracking systems comply with Rule 538-x-4-.05-1, and execute appropriate supervision, control, and restriction of unauthorized access. Accurate recordkeeping at the dispensary and reporting of daily sale and inventory transactions to Metrc ensures proper compliance with inventory measures. In the event an onsite assessment occurs from the Commission, Applicant's accurate record-keeping will ensure prompt response and coordination.

**Verifying Patient Information with AMCPRS:**

The AMCPRS, provided by the AMCC, acts as a central database for patient/caregiver records which may be accessed by the Applicant. The Applicant shall maintain accurate records on patients/caregivers by verifying information acquired through the AMCPRS. The Applicant shall ensure that all pertinent information is retrieved from AMCPRS in accordance with § 20-2A-35, Code of Alabama 1975, which shall include at least the following:

- Name, date of birth, and medical cannabis card information of the qualified patient and the patient's designated caregiver, if applicable;
- Approved qualifying medical condition or conditions;
- Recommended daily dosage and type of medical cannabis;
  - For existing patients/caregiver, the AMCPRS ensures that the Applicant can track the purchase history and remaining treatment allocation so as to not exceed the 60-day daily dosage purchasing limit per Rule 538-x-8-.03-5; and
- Patient's registered certifying physician's information

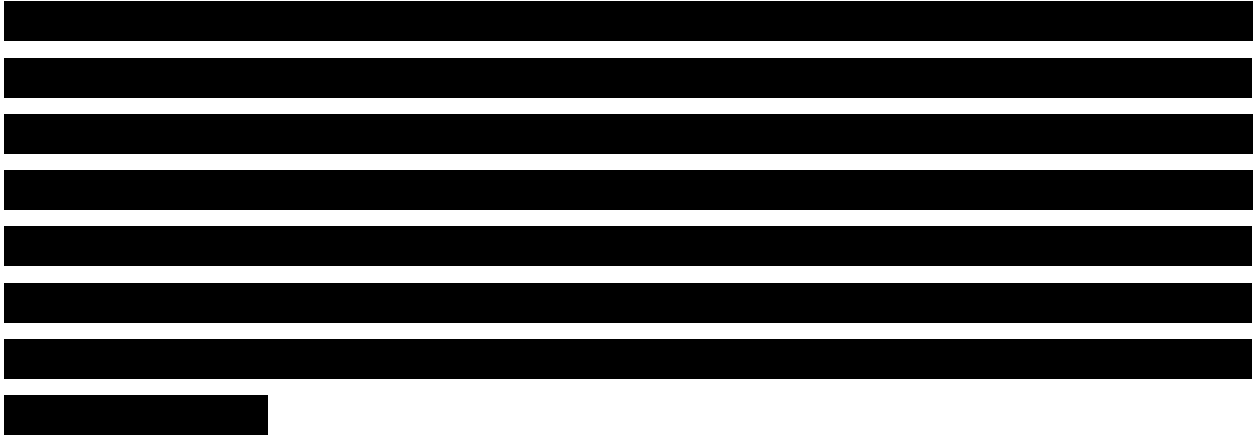
The identification number retrieved from the AMSPRS must be identical to the identification number included on the patient's/caregiver's medical cannabis card pursuant to Rule 538-x-2-.07-6. Discrepancies discovered during the process of matching the AMCPRS and patients'/caregivers' medical cannabis card during a patient/caregiver visit shall be resolved before entry is permitted. If unable to enter premises, employees shall provide guidance to the patient/caregiver on how to correct the inaccuracies.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**Inventory Records Procedures:**

The Applicant’s inventory records shall be stored electronically with Applicant’s third-party inventory control and tracking system, Dutchie, which securely integrates with the Statewide Seed-to-Sale Tracking System, Metrc, and shall be under supervision of the DDO, DM, and Inventory Manager (IM).

Reporting Daily Sales to Metrc:

The Applicant shall maintain a complete and accurate confidential record of all transactions of medical cannabis products by patients/caregivers. At the time of dispensing, Dutchie will record and transmit all pertinent product and patient-specific information into Metrc in a manner pursuant to Rule 583-x-8-.03-6. As a means of additional recordkeeping measures, a physical manual record of the “Daily Transaction Report” shall be retrieved through Dutchie and shall be securely stored at the Facility. The Applicant shall keep and maintain such records for, at the minimum, two years, in written and/or electronic form. The Applicant will initiate daily and weekly inventory reports of its medical cannabis products for purpose of inventory compliance, which shall include at a minimum:

- The date of the inventory, a summary of the inventory findings, and the name, signature, and title of the persons who conducted the inventory; and
- Any discrepancy found in the daily and/or weekly report shall be investigated and corrected by the DM and/or IM. Remediation of inventory shall include inventory adjustment in Dutchie and Metrc. The processes of such will be reported to the Commission.

Coordination of Information and Systems with Other Licensees/Vendors:



- [REDACTED]

**To Ensure Accuracy of Recordkeeping**

It is imperative that all records are kept in a manner that is clean, organized, and as required by the local and state regulation to allow for easy accessibility by the Commission or any other law enforcement agency with jurisdiction. Only when the specified retention period has been completed, shall employees with authority destroy records. Safeguards shall be installed to protect against erasures and unauthorized changes in data after patient information has been entered in the POS and verified by employees. [REDACTED]

[REDACTED]

**15.2 Maintenance and Storage Plan**

The purpose of this plan is to outline the responsibilities of the Applicant to ensure compliance with the regulations for securely storing medical cannabis at the highest level of industry standards. The maintenance protocols shall protect the medical cannabis product against contamination from microbials, chemicals, and other outside physical factors. Installation of a high-grade storage Vault with reinforced walls will ensure limited access to employees of authority only.

**Access Limitation to Authorized Employee Personnel**

The Applicant will operate its dispensing facility in such a manner as to prevent diversion, theft, and/or loss of medical cannabis product. The location of the stored product shall be accessible only to a limited number of authorized dispensary personnel. The Applicant shall





[Redacted]

- Proper inventory control, overseen by the DM and/or IM, will prevent excessive overstock. Quantity of inventory shall sustain normal operations only and shall be adjusted by a needs-basis through proper assessment of patient volume and medication requirements to avoid influx.
- The Applicant shall use the First in, First out (FIFO) method to store replenished inventory, a method that prevents stored product from expiration.

Storage Area: Locked Quarantine Bins

- All expired, damaged, deteriorated, mislabeled, recalled, returned and/or contaminated medical cannabis product shall be quarantined until instruction for remediation from the originating Facility, the State Testing Laboratory, and/or the Commission has been made.
- All quarantined products shall be logged and labeled and securely stored in a locked bin inside the Vault until it is determined usable or needs to be destroyed and/or returned to ensure proper recordkeeping.
- The quarantined storage bins shall be labeled: “SEGREGATE- DO NOT SELL” and “QUARANTINE FOR DESTRUCTION- DO NOT SELL” as outlined further in Exhibit 24.5: of the Contamination and Recall Plan.
  - The material used to properly destroy the quarantined medical cannabis products intended for destruction shall be stored in a separate secured storage room within the Facility.

Storage Area: Fulfillment Room

- [Redacted]
- [Redacted]

- [REDACTED]

**Maintenance of Medical Cannabis:**

The Applicant shall maintain clean environmental and surface conditions to ensure the efficacy of medical cannabis. Environmental maintenance will involve proper temperature and humidity control with the installation of multiple control panels and zones located throughout the facility. The HVAC system and other air purifying equipment utilized for the dispensing site will be functioning effectively at all times. Any maintenance required for HVAC system upkeep will be upheld by the DDO and/or DM. The Applicant shall require its employees to exhibit an orderly working environment through effective cleanliness and organizational techniques as mentioned in the following protocols:

- It is prohibited to store any unnecessary items that may cause the potential for contamination of medical cannabis products in the Vault.
- Fulfillment room environmental conditions shall remain 68-70°F.
- Vault environmental conditions shall remain 65-70°F.
- All quarantined containers environmental conditions shall remain <65-70°F.
- All counter and Vault surfaces must be cleaned and wiped of debris and clutter. High-traffic areas must be disinfected and kept orderly.
- Food and beverages will be prohibited in the Vault and Fulfillment Room.
- Implement scheduled inspections of all work areas where medical cannabis is stored.
- Provide a cleaning schedule for employees

**15.3 Quality Control/Quality Assurance Plan**

See Exhibit 23 per AMCC Guidance

**15.4 Contamination and Recall Plan**

See Exhibit 24 per AMCC Guidance

**15.5 Criminal Activity**

The Applicant will reinforce with all employees the need for vigilance in protecting against product diversion, theft, or loss and the need to follow established procedures/controls to mitigate this risk. Robberies, armed or unarmed, have the potential for consequences on the safety of employees and patients/caregivers. The Applicant shall install and maintain a comprehensive security system in accordance with Rule 538-x-08-.05-3.m, including but not limited to, a 24-hour alarm and surveillance system, duress panic and hold-up alarms throughout, and a broadcasting communication system. The Applicant shall employ a trained security guard that will secure the perimeter and assist patients/caregivers to their vehicle when requested pursuant to Rule 538-x-08-.05-3.m.(8).

**Responsible Parties:**

The Applicant and the Director of Security (DOS) shall prioritize security training to promote the safety of its employees and patients/caregivers over the potential for monetary or medical cannabis loss. All employees must undergo training, administered by the DOS, DDO, and/or DM, in the most up-to-date methods of robbery, diversion, and theft prevention which will prevent harm and trauma. The DDO and/or DM shall conduct annual reviews of the facilities Criminal Activity Plan and proper use of all the security systems in place. They shall conduct monthly and annual security audits testing all security equipment to ensure they are working in good condition. The DOS and DDO shall collect information and investigations relating to theft, diversion, and/or loss reports to analyze and identify improvement in anti-theft and security operations at the facility.

**Preventing Product Diversion Protocols:**

Procedures further outlined in Exhibit 19: Security Plan, which demonstrates prevention of unauthorized access and comprehensive security measures such as 24-hour video surveillance and alarm systems at any areas where medical cannabis is delivered, received, handled, stored, prepared, dispensed, or sold, which shall assist in detecting any diversion. The Applicant has set forth additional protocols as it pertains to preventing the diversion of medical cannabis product. They include, but are not limited to:

Limited Access:

- Identification shall be verified at multiple checkpoints to ensure that only registered patients/caregivers 19 years or older are permitted in the dispensary in accordance with Rule 538-x-02-.03.

- [Redacted]

- [Redacted]

[Redacted]

[Redacted]

[Redacted], shall be  
[Redacted]

[Redacted]

[Redacted]

minimum of two year pursuant to Rule 538-x-08-.05-3.m.(11).

- [Redacted]

**Criminal Activity Awareness:**

[Redacted]

1. [Redacted]

2. [Redacted]

3. [Redacted]

4. [Redacted]

5. [Redacted]

**Robbery Plan:**

During a Robbery:

1. [Redacted]

4. [Redacted]

After a Robbery:

1. [Redacted]

4. [Redacted]

**Active Shooter Plan:**

[Redacted]

Prevention:



[Redacted]

**Notifying Authorities and Resuming Operations:**

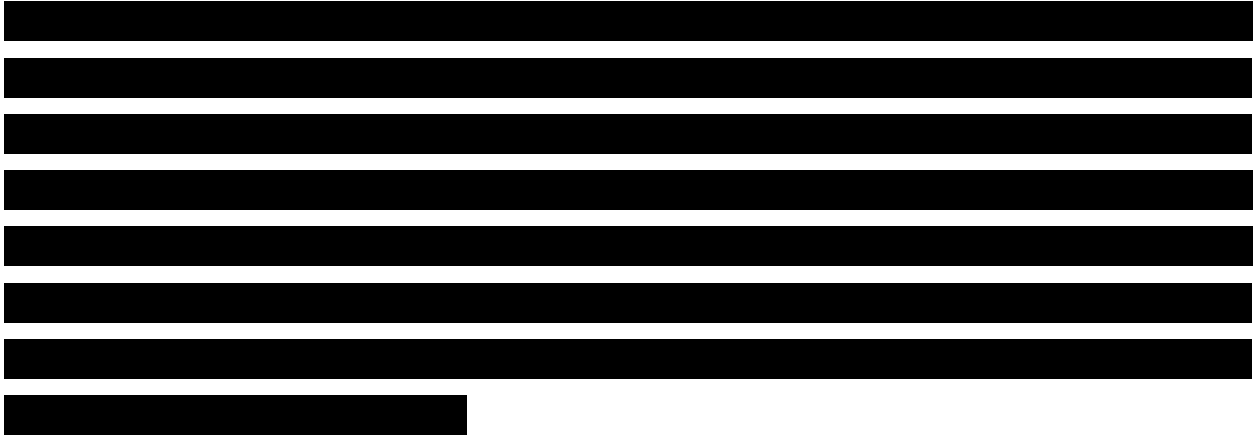
[Redacted]

**Procedures/Disaster Plan**

[Redacted]

**Emergency Plan Coordinators & Responsibilities:**





**Emergency Procedures & Disaster Plan Coordinators:**

Primary Name and Position	Primary Phone #
[Name] CEO	
[Name] COO	
[Name] DOS	
[Name] Dispensary Manager/ DM	

**Plan Implementation:**

- Emergency Response Procedure: **ALL** emergency situations will be reported immediately to the appropriate emergency response personnel by **dialing 9-1-1**.
- Dialogue: “[The Applicant’s Business Name] is located within Unit [ ] of the property located at \_\_\_\_\_, AL. There is an emergency, and we require assistance”

Contact List:

Department	Address	Phone Number	Local Department Phone Number
Police		911	
Fire		911	
Ambulance/EMS		911	

**Fire Emergency and Evacuation Protocol:**



Head Dispensary Technician	Patient/Caregiver Information, Inventory Information	POS Stations	5 Minutes
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[Redacted]

- [Redacted]
- [Redacted]

**Sheltering In Place Emergency**

Authorities may announce a “remain indoors” mandate in the event a natural disaster or severe weather, and/or chemical, biological, or radiological contaminants are released into the environment at a risked quantity within a close proximity of the dispensary site. If such instances were to occur, the DM will commence Shelter in Place protocol which is as follows:

- [Redacted]

[Redacted text block containing multiple paragraphs of information, all obscured by black bars.]

**Individual Emergency Response**

- In a health emergency where a person(s) within the Facility is alert and responsive, the employee closest to the individual requiring assistance shall dial 9-1-1 and phone their emergency contact.

- If the person(s) refuses assistance, employees must respect the decision. A refusal from the person(s) shall be documented and notified to the DM. An employee's refusal shall be documented and notified to the DDO and DM, however the employee shall be advised to recover/ be observed at a private area.
- If the person(s) is non-responsive, dial 9-1-1 immediately as instructed in the first paragraph of the Individual Emergency Response Procedures listed above.
  - In the time it takes for the emergency personnel to arrive, it is imperative that the employee assisting the individual remains by their side and monitors for additional/worsening symptoms.
  - When the emergency personnel arrive, the assisting employee and other employees who are witnesses to the health emergency shall provide as much information to the emergency personnel as possible. Employees shall refrain from providing medical treatment unless expertly trained to do so.

**Contacting Authorities & Resuming Operations**

The DDO, and/or DM shall notify the Commission and law enforcement at the time of the emergency discovery or, at a minimum, within 24 hours of the event. The DM shall provide notification via website and email to current dispensary patients/caregivers to make them aware that the dispensary is temporarily closed due to unforeseen circumstances. Business operations will resume after a full safety assessment and approval from law enforcement and the Commission. An incident report shall be drawn kept on record for the duration of business operations by the Applicant.

**Employee Training**

All employees shall receive instruction on this Emergency Procedures & Disaster Plan as part of New Employee Orientation upon hire. Additional training shall be provided when changes are made to the existing the plan and/or layout of the Facility, when an employee's position and/or responsibilities change, annually as refresher training, and when there is an advancement and improvement of methodology/technique of emergency and disaster protocols. The DDO and DM shall oversee the training and review of the following items: proper housekeeping; fire prevention practices; fire extinguisher locations, usage, and limitations; threats, hazards, and protective procedures; means of reporting fires and other

emergencies; contact information of Emergency Procedures & Disaster Plan Coordinators; individual responsibilities; alarm system usage; escape routes and procedures; emergency shut-down procedures; procedures for accounting for employees, patients/caregivers, vendors/contractors, and all other authorized persons at the Facility; properly closing and locking doors; Shelter in Place Procedure; and Emergency Procedure Plan. All records on Safety Training shall be kept in a manner to satisfy Rule 538-x-4-.04-3.

**Plan Evaluation**

The DOS and/or DDO shall review this Plan annually, or as needed. The Plan shall be evaluated for its effectiveness and weaknesses and changes shall be implemented for a more efficient Plan.

**15.7 Alcohol, Smoke, and Drug Free Workplace Policy**

Applicant's alcohol, smoke, and drug free workplace policy is designed to address a longstanding commitment to the health and well-being of its employees and safety of its patients/caregivers. To accomplish this goal, all employees are required to report to work in a reasonable and good mental and physical condition. This ensures that tasks are completed in a safe manner and ensures a productive and consistent workflow. Penalties for violating the Applicant's Alcohol and Drug Policy and Smoke Policy will result in corrective action, which may include suspension and/or termination of employment. The policy shall be provided to all employees upon employment.

**Alcohol and Drug Policy:**

- Reporting to work under the influence of alcohol, illegal drugs, and/or prescription controlled substances obtained without a valid prescription is strictly prohibited.
  - Illegal drugs may include, but not limited to: Schedule I Drugs (LSD, heroin, GHB), Schedule II Drugs (morphine, methamphetamine, codeine, hydrocodone, fentanyl, PCP), Schedule III Drugs (codeine), Schedule IV Drugs (Xanax, Valium), Schedule V Drugs (cough medicine abuse)
- Employees who are, or believed to be, intoxicated or impaired on the job may, in addition to any other appropriate action, be sent home or reassigned for safety reasons while the situation is evaluated by the DDO and/or DM.

- The intoxicated or impaired employee(s) shall be sent home through an arranged mode of transportation other than driving themselves.
- The legal use of prescription drugs taken as prescribed or recommended by a prescribing physician is permitted in the workplace, as long as it does not impair the employee's ability to perform the essential functions of their job and does not endanger others in the Facility, including: employees, patients/caregivers, contractors/vendors, and other authorized persons within the Facility.
  - Employees who are prescribed medication that may impair their ability to perform their work duties, must notify the DDO and/or DM ahead of their shift.

**Smoking Policy:**

- The use of tobacco products, including cigarettes, smokeless tobacco, and electronic cigarettes, are strictly prohibited within the Facility by all persons in the Facility.
- Smoking is permitted in designated areas outside of the Applicant's Facility, unless prohibited by the property owner. These designated areas shall be located at a reasonable distance away from open windows and entrances to the Facility.
- Employees who smoke are not permitted to take additional breaks or extend upon their meal breaks for smoke opportunities.

**Reasonable Suspicion and Grounds for Testing:**

Employees are subject to testing if possession of alcohol and/or illegal drugs is observed, and impairment is detected upon reasonable cause. DDO and/or DM shall document all observations and behaviors that lead to suspicion of an employee possessing and/or being under the influence of illegal drugs or alcohol. The following guidelines to determine impairment shall be followed: smell of alcohol on breath or body; dilated, constricted, watery eyes or involuntary eye movements; confused or blank look on face; unbalanced, unsteady or fidgety movement; slow or slurred speech, unrecognized verbal communication; agitated, belligerent, combative, exasperated behavior; falling asleep, comatose/unconscious. Employees will be asked to undergo drug or alcohol testing if reasonable suspicion is warranted. If impaired, employee(s) shall be sent home through an arranged mode of transportation other than driving themselves to a testing center. Refusal of an employee to submit a drug and/or alcohol test may constitute immediate termination. In accordance with

§ 25-5-334 of the Alabama Code, once employees begin their employment and are provided notice and a copy of the Alcohol and Drug Policy and Smoke Policy, Applicant may implement testing after 60 (sixty) days have passed since receipt of the policy. Employees who test positive have five days to contest or explain the result.

**Recordkeeping:**

All records, including [REDACTED] will be kept confidential in accordance with State laws, and will be [REDACTED]

**15.8 Employee Safety Plan**

The Applicant’s following Employee Safety Plan is designed to be compliant with the U.S. Department of Labor’s Occupational Safety and Health Administration (OSHA) to ensure healthy workplace conditions. The plan shall prevent workplace injuries, illness, and any hardship it may cause employees. Identifying potential hazards and having adequate knowledge on prevention and effective controls are necessary for compliance with OSHA standards. This requires employee engagement, education and training, proper reporting and communication, planning, utilizing resources, and evaluation and improvement to keep employees safe from preventable hazardous conditions.

**DDO and DM Roles and Responsibilities:**

The Applicant’s DDO and DM is fully committed to an employee safety and health hazard plan. Their responsibilities to provide a safe workplace are as follows:

- Establish this safety and health hazard plan in the workplace;
- Initiate measurable goals and objective for management team;
- Allocate and provide sufficient resources to implement and maintain plans that recognize and manage hazards;
- Reinforce commitment, roles, and responsibilities to its employees by encouraging a positive workplace environment and rewarding feedback on safety;
- Exemplify outstanding leadership to motivate employees to practice safe work habits.

**Employees’ Involvement:**



Employees' contribution to workplace safety is important for an efficient and manageable workflow. The following describes all employee's involvement in this process. All employees are encouraged to take active roles in updating, implementing, identifying, and evaluating procedures that would help develop a more comprehensive and effective safety and health hazard plan. Employees shall be reassured that no retaliation will be issued in the event that workplace hazards are reported to the DDO and/or DM. If hazards are detected, the DDO and/or DM shall involve employees to find solutions and implement new procedures, if needed.

**Implementations and Practices of Safety and Health Plan:**

DDO and/or DM, with the assistance of employees, shall annually review the current plan for proper and thorough assessment of hazards. The DDO and/or DM shall ensure all employees undergo no less than five (5) hours of safety training, pursuant to Rule 538-x-4-.04-3. Employees shall identify and recognize hazards that may be present through investigative training and determine resolution of issue in the following manner:

- Perform routine inspection of all areas of the workplace for potential hazards, which may include, but are not limited to; potential fire hazards; electrical hazards; slip, trip and fall hazards; cleaning and chemical hazards; environmental hazards (odor, smoke, carbon monoxide, etc.); workplace violence; reviewal of emergency procedures; and regular inspections of work areas and equipment.
- How the DDO and/or DM shall investigate a potential risk or cause of hazard:
  1. Assign chain of command;
  2. Investigate workplace injuries, illness or near misses;
  3. Make assessment; and
  4. Document and report incident to the Commission, and/or government agencies as they apply, accurately in a timely manner.
- Assess and audit the implementation, participation and execution of the safety and health hazard plan by identifying the root cause of the incident.
- Track the speed at which the potential hazard or employee incident is resolved and the fix is implemented.
- Establish effective controls for future prevention for policy enhancement.

- Ensure the evaluation findings are shared with all employees, and new controls are adhered to.

**15.9 Confidential Information and Cybersecurity Plan**

[Redacted]

**Training:**

The Applicant shall ensure compliance with HIPAA, which involves requiring training for all employees who have access to Patient Health Information (PHI) pursuant to HIPAA Privacy Rule (45 CFR § 164.530) and the HIPAA Security Rule (45 CFR § 164.308). In addition to HIPAA training, all employees who interact with the AMCPRS, the AMCC website, or Metrc shall be trained in the proper use of such networks with IT training and certificate of completion supervised by the Commission pursuant to Rule 538-x-4-.05-5. Employees shall also be trained on Dutchie, Applicant’s POS system, which shall have the capacity to store and secure patient/caregiver information, inventory records, vendor records, business and financial records through several security measures and technical safeguards.

**Limiting Physical Access:**

- [Redacted]

[Redacted]

**Step-by-Step Cybersecurity Plan:**

1. Conduct a Security Risk Assessment: [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]
2. Selecting a Cybersecurity Framework: [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]
3. Develop A Cybersecurity Risk Management Strategy & Training: [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]
4. Maintaining Good Workstation Habits: [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]
5. Limit Network Access: [Redacted]  
[Redacted]  
[Redacted]

6. Securing the Network and Data: The Applicant will optimize network security by installing the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

7. Creating a Data Recovery Plan: [REDACTED]

[REDACTED]

[REDACTED]

8. Utilizing Strong Passwords and Multi-Factor Authentication: Usernames and passwords will be required to gain access to all business computers and POS systems. The following strong password guidelines shall be followed:

- Utilizing passwords with a minimum of 8 characters in length; with a combination of upper case, lower case, one number and one special character;
- Advising against inputting personal information in the password;
- Advising against using the same password and prohibiting sharing passwords;
- Enforcing the change of passwords within periodic intervals.

9. Testing Security Effectiveness: [REDACTED]

[REDACTED]



10. Plan Evaluation and Improvement: The Applicant shall review the plan annually to assess the effectiveness, identify potential ways to streamline the plan, and improve any areas that may be lacking appropriate security with RSI or similar. The Applicant shall, at all times, maintain technology with the capacity to track information in any databases which shall be updated no less than daily and that measures are taken for accurate recordkeeping of technological tracking systems comply with Rule 538-x-4-.05-1.

**15.10 Waste Tracking and Disposal**

The Applicant shall implement a comprehensive plan for the tracking and disposal of medical cannabis waste, and reporting to the AMCC and Metrc. The DDO, DM, and IM shall follow procedures to obtain approval from the AMCC on initiating product destruction, and will document, record, and upload all pertinent information in Metrc and Dutchie for tracking purposes. The Applicant’s plans for the tracking and proper disposal shall be maintained and reviewed annually pursuant to Rule 538-x-4-.07-12.o.(10).

**Procedure Before Destruction and Disposal of Medical Cannabis:**

The following procedures will be followed for the destruction of medical cannabis products.

- DM shall notify the AMCC prior to rendering medical cannabis unusable and proper disposal. The notification shall include at least: the time and date the medical cannabis is rendered unusable, reason for destruction, and include the name of the DM and 1 additional employee involved in the process as a witness.
- Applicant will utilize a secured quarantined storage container labeled “QUARANTINE FOR DESTRUCTION- DO NOT SELL” as further described in Exhibit 24: Contamination and Recall, within the Vault to keep products segregated from current inventory.
- Quarantined medical cannabis shall be secured in plastic and/or mylar bags with a secure seal and not combined with other medical cannabis waste. They shall be logged before being placed in the quarantined storage container with pertinent product information, such as:

- Product name, type, lot and batch number, and quantity;
- Name of the patient and reason for return (for internal use only);
- Other reasons for quarantining products shall include, but not limited to; damaged products (broken package/seal); expired products (past their expiration date); manufacture recall; medical cannabis products which have otherwise been determined to not be sold.

**Procedure and Recordkeeping of Destruction and Tracking:**

Applicant provides a set of protocols for proper methods on destroying medical cannabis products as well as mandatory tracking and recording of destruction. The DM is responsible for maintaining all waste and destruction records for a period of, at the minimum, two years.

- The destruction of medical cannabis shall be performed at a location separate from current inventory and detected under security surveillance system.
- All information of the destruction process shall be documented (electronically and/or hardcopy) which will be securely stored at the Facility. The documentation shall be used for purposes of relaying information into Metrc and shall include:
  - Names of employees overseeing the disposal process (DM plus 1 additional employee)
  - Date and time of disposal (type of non-cannabis material used)
  - Product name, type, lot and batch number, and quantity
  - Reason for destruction
- Waste medical cannabis shall be rendered unusable using the 50% AMCC Rule; there is a 50:50 ratio of the waste cannabis with the approved solid or liquid inert materials to be rendered non-retrievable or unusable.
- Type of Medical Cannabis Product: Method of Disposal

<b>Type of Medical Cannabis Product</b>	<b>Method of Disposal</b>
tablets/capsules/	crush in grinder and mix with dirt
gelatins	crush in grinder and mix with dirt

oils/gels/creams	absorb in cat litter, slack lime, soil, or similar substance
other topical preparations	absorb in cat litter, slack lime, soil, or similar substance
suppositories	absorb in cat litter, slack lime, soil, or similar substance
transdermal patches	cut and mix with soil, slack lime, or similar substance
liquids or oils for administration using an inhaler/tinctures	crush in plastic container and mix with dirt
nebulizers	crush with hammer and mix with dirt

- Employees shall use protective gear and take extra precaution when dealing with potentially dangerous objects during product disposal.
- [REDACTED]
- In the event the waste product is determined hazardous, the Applicant shall take appropriate step to follow local, State and Federal laws and regulations on proper disposal of hazardous waste.

**15.11 Security Plan**

See Exhibit 19 per AMCC Guidelines

# Exhibit 16 – 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.

  
Printed Name of Verifying Individual

  
Title of Verifying Individual

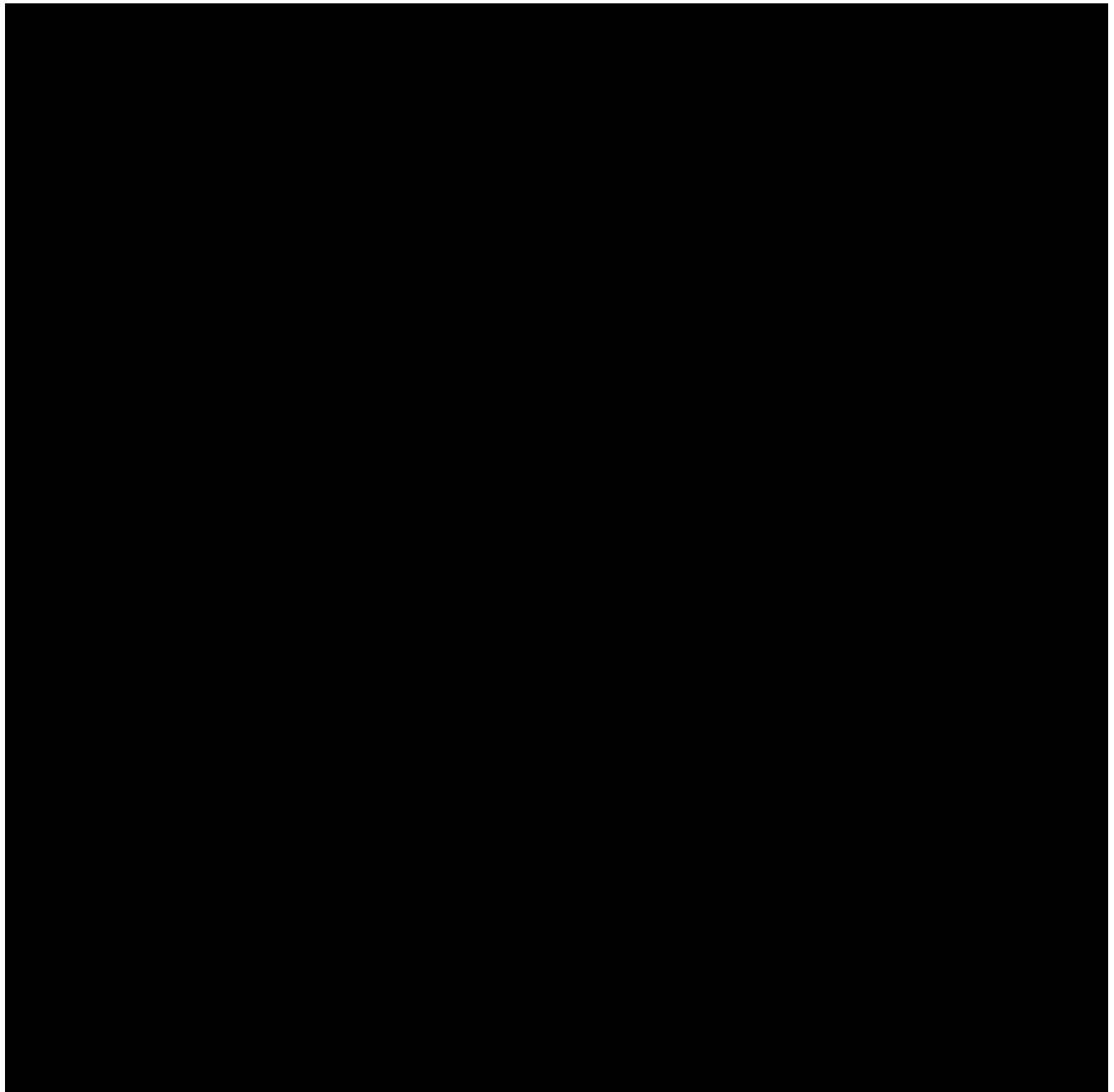
  
Signature of Verifying Individual

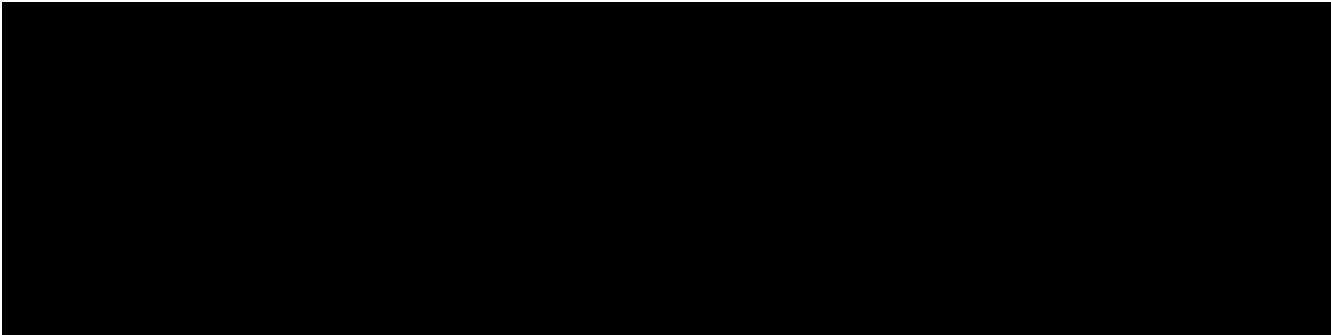
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Verification Date



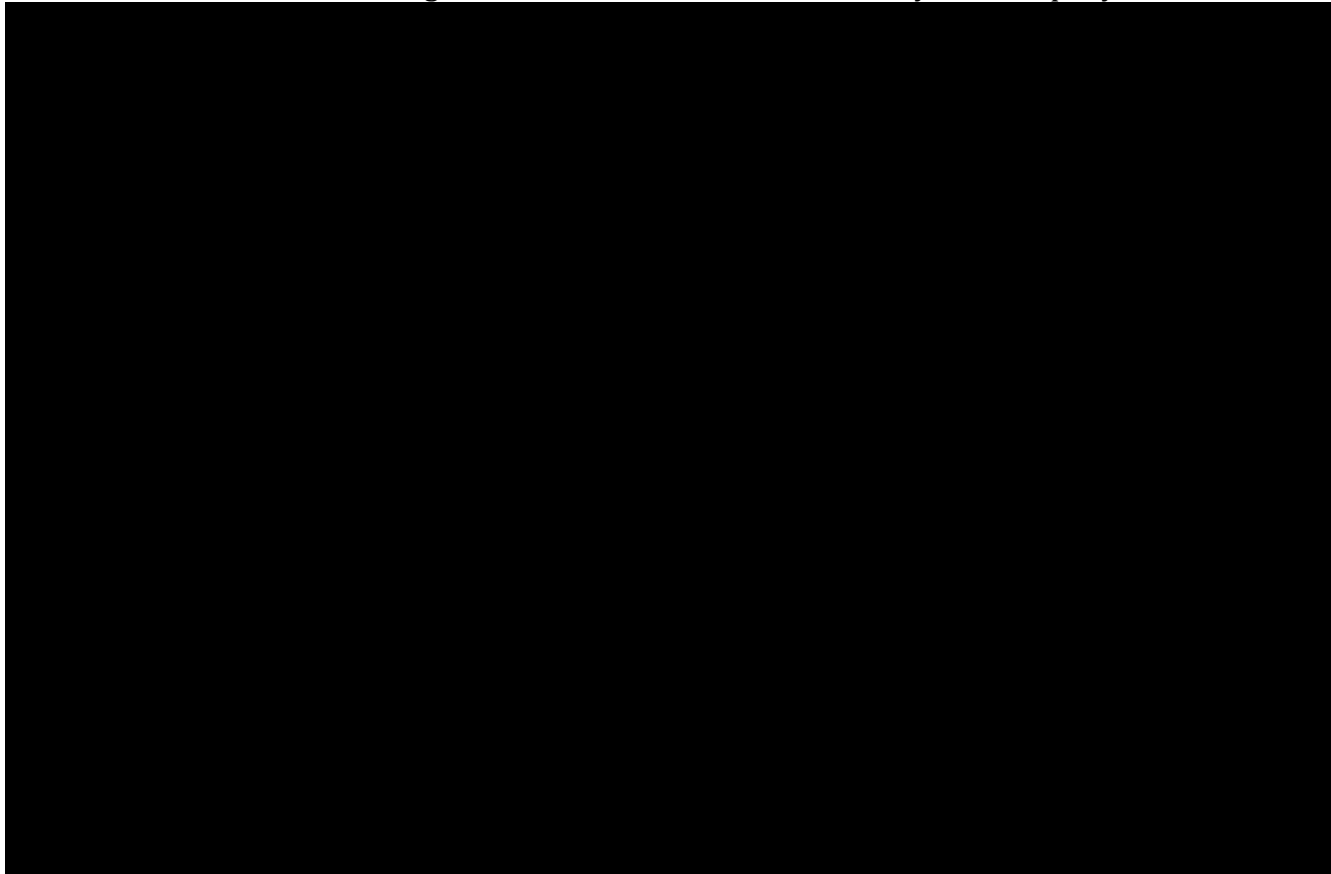
**Exhibit 16 – Summary of the Policies and Procedures Manual:**

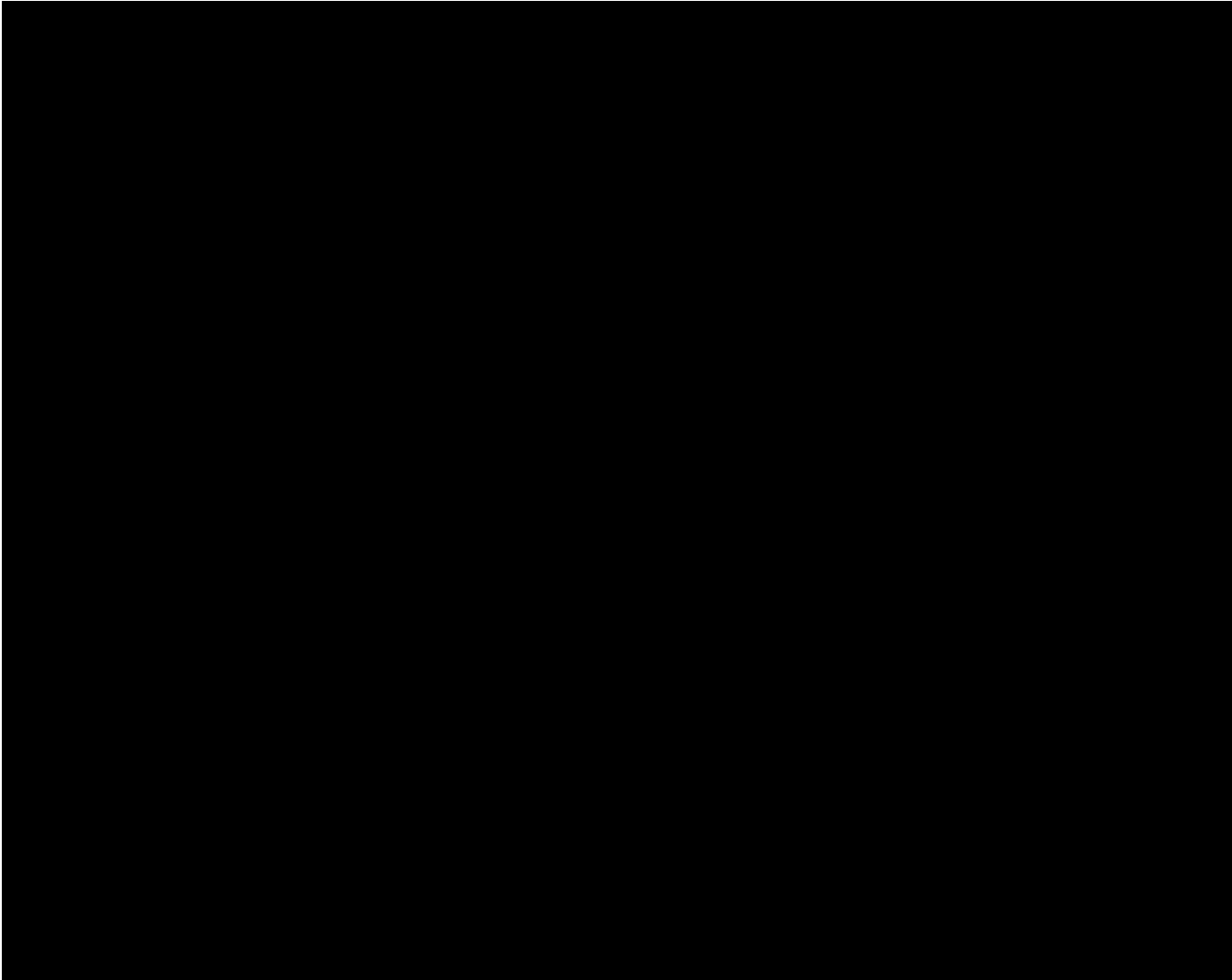
**Introduction:** The Company operates a licensed medical cannabis dispensary that provides medical cannabis to qualified patients and caregivers with the highest quality of care. This manual is intended to provide guidance and direction to employees at the dispensary on policies and procedures required to operate business in a safe, secure, and compassionate manner. It is designed to ensure that all persons within the Company are aware of and compliant with all relevant laws and regulations, as well as any internal policies and procedures.



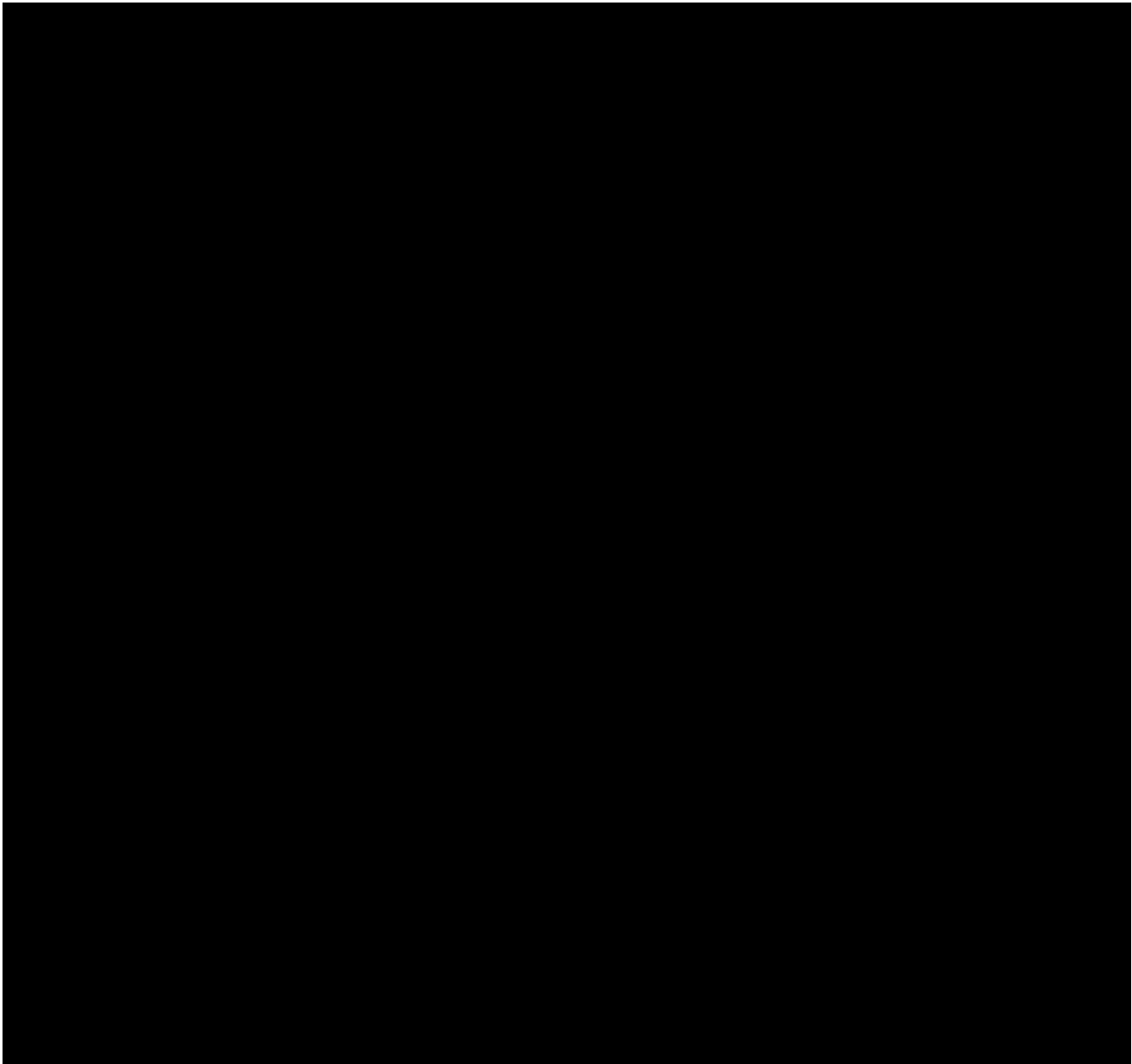


**Qualifications and Training:** The Company provides in detail job descriptions, expectations, and requirements for all positions in association with its dispensary. All employees will be equipped and well-versed with the employee handbook that depicts all expectations of the Company as well as employee responsibilities. Additionally, all employees will receive specialized training in the field they are employed in. To remain compliant with AMCC Rules and Regulations, all of the licensee’s salaried and non-salaried employees will undergo required training and complete and pass [REDACTED] education courses and Certified Dispensers (CD), with a background of at least two years in the specified field of sciences, will also maintain their additional training and continuing education courses. All training will be recorded and maintained by the Company.





**Record Keeping:** The Company utilizes its POS system, Dutchie, to accurately control all recordkeeping of information obtained through the state offered third party systems, AMCPRS and Metrc. Dutchie enables the Company to monitor and control inventory while remaining in compliance interface with Metrc. The Company's dispensary and inventory management is responsible for coordinating with other licensees for product availability, records of which are retrieved through Metrc's Manifest. Further, the Company is to maintain records on patients/caregivers through information acquired from the AMCPRS. Patient profile and coordination of patient information will be stored electronically only on Dutchie to keep confidential information secured. The Company will adequately maintain business administrative records and will ensure all records are kept in a manner that is clean, organized, and required by the local and state regulation to allow for easy accessibility by the Commission or any other law enforcement agency with jurisdiction.



**Personnel Policy:**

Americans with Disabilities Act (ADA) Compliance: The Company has delineated policies and practices that require employees to perform their functions and activities in a non-discriminatory basis and compliant with the Americans with Disabilities Act and reasonable accommodations will be made available to all disabled employees

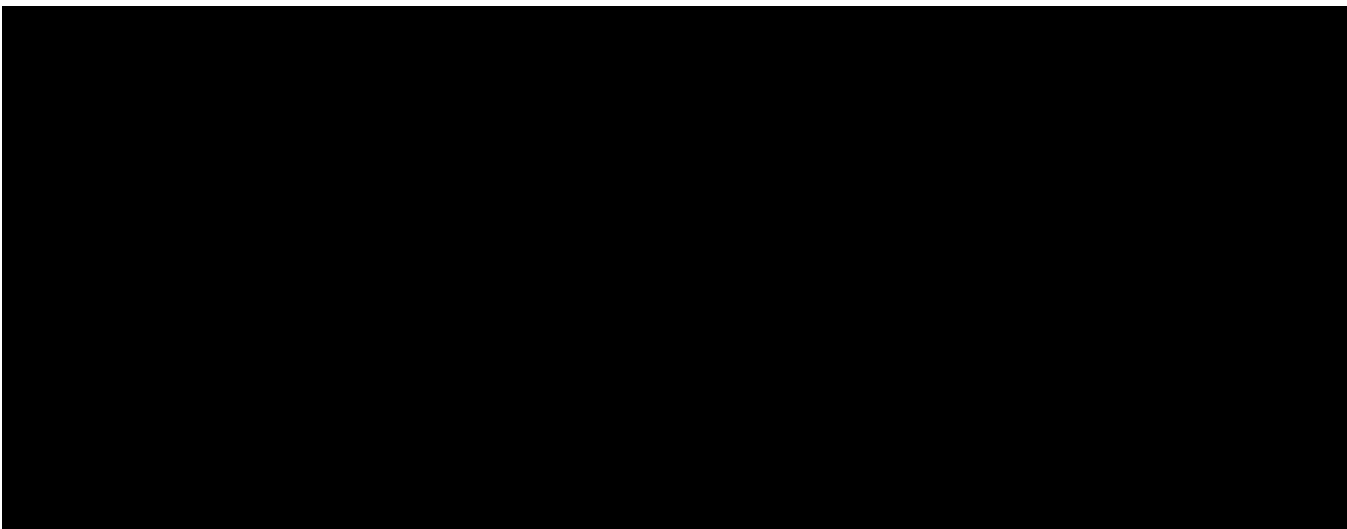
Workplace Violence Policy: All employees are not permitted to engage in any physical confrontation with a violent or potentially violent individual. A good faith investigation will be conducted to adequately address all situations brought to Company's attention; and appropriate corrective action will be employed.

Sexual and Other Unlawful Harassment Policy: The Company has policies in place for complaint, investigation, and disciplinary action for those that commit or exhibit discriminatory behaviors that constitute harassment.

Equal Employment Opportunity Policy: The Company's standards require its leading employees to act in a fair and equitable manner which is consistent with all employees. Compliance with occupational, health, safety, and labor laws is assured.

Health Insurance Portability and Accountability Act (HIPAA): All employees are expected to conduct themselves in accordance with HIPAA regulations governing the confidentiality of protected health information (PHI). No information from a patient's record may be released to any third party without direct written authorization for the release of records obtained from the patient/caregiver or their legal authorized representation. All requests for release of medical information is reviewed by the Company's Chief Compliance Officer (CCO).

Drug-Free, Alcohol-Free, and Smoke-Free Workplace: The Company will maintain a workplace that is free of drugs, alcohol and smoke. Under the supervision of the DDO and DM, dispensary tasks are to be completed in a safe manner to prevent the disturbance of productive and consistent workflow. Any violation of the policy by an employee must be reported before which remediation and consequence will be determined through means of termination or drug testing, if applicable.



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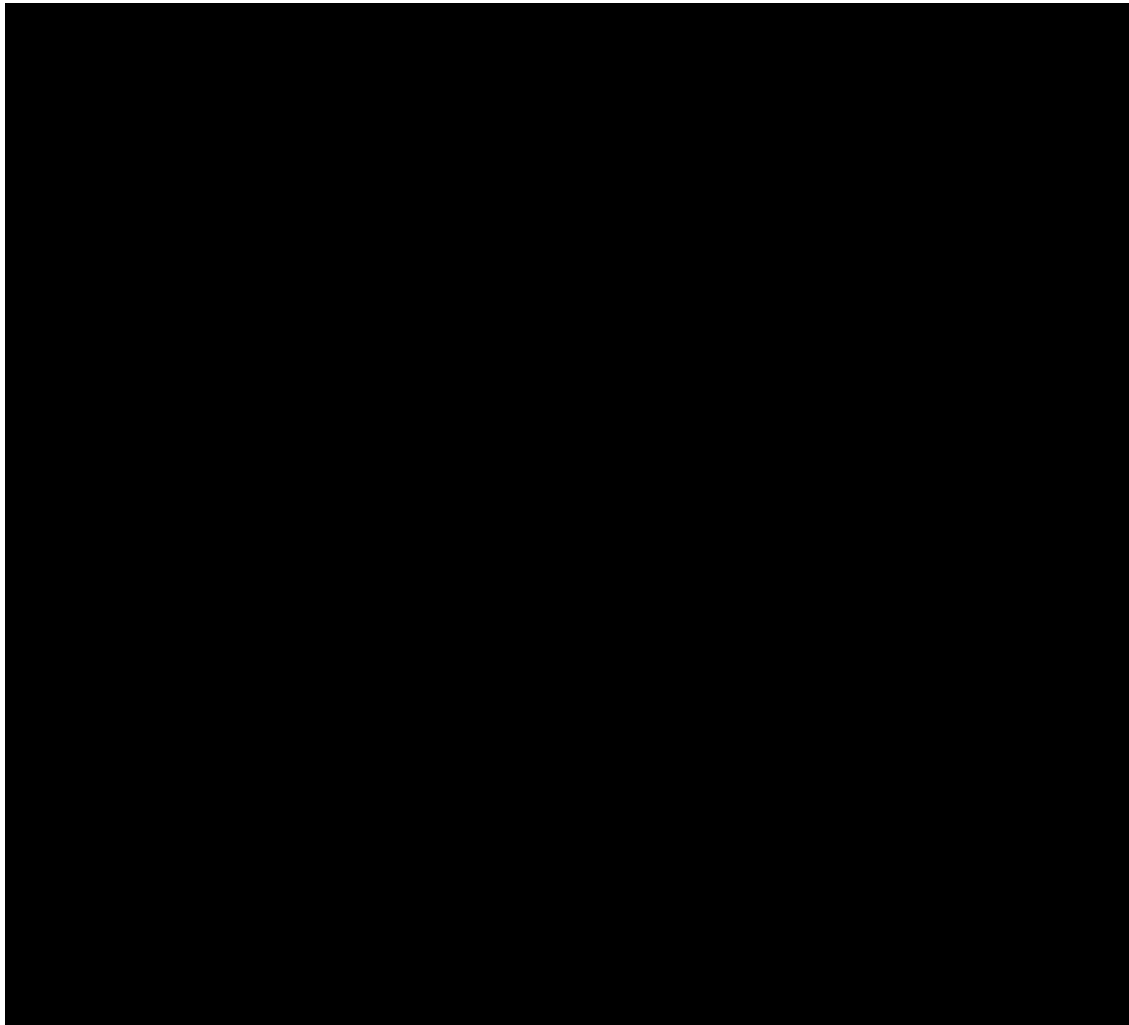
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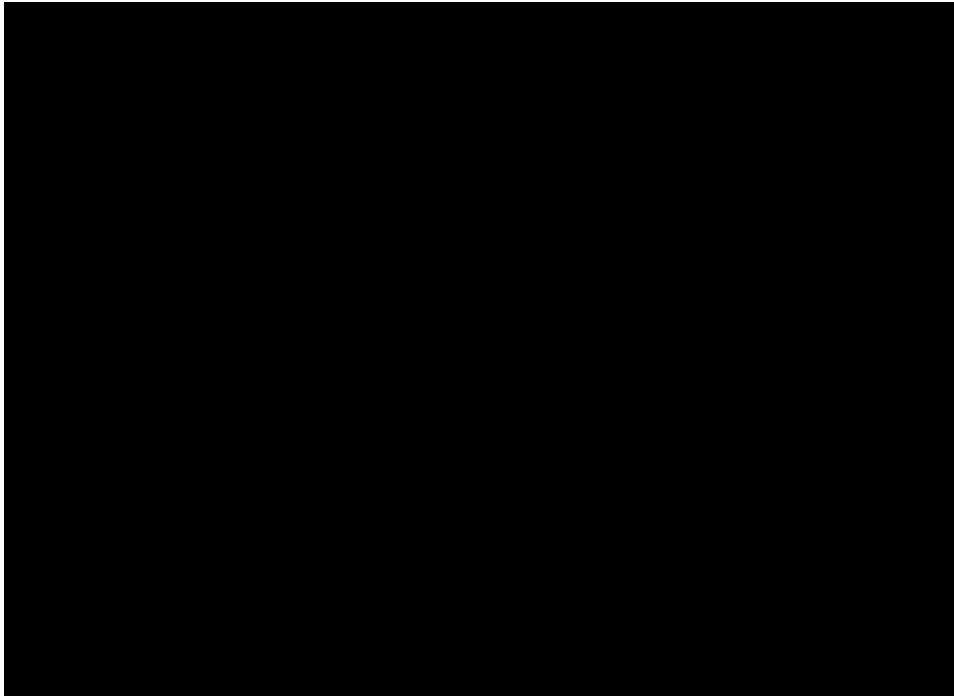


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## INTRODUCTION

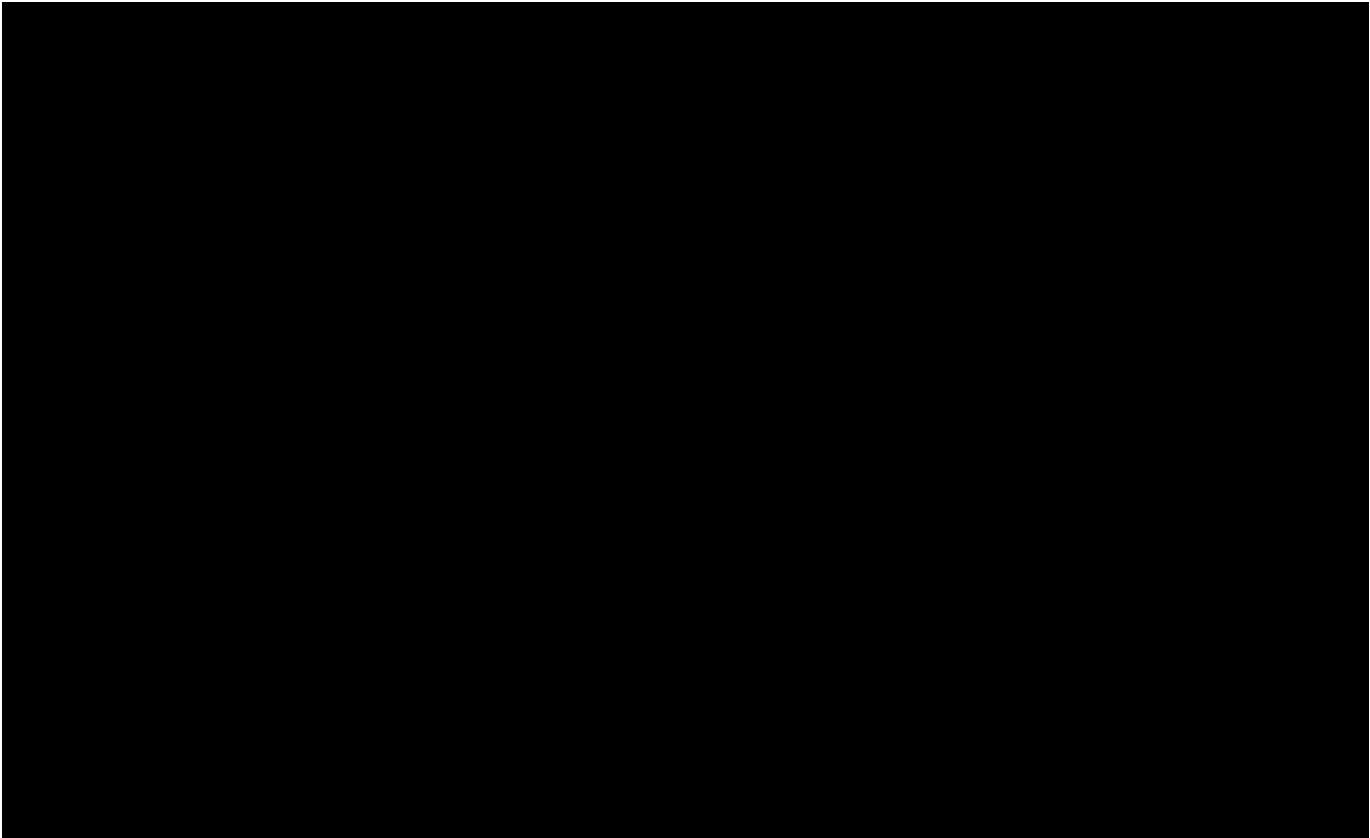
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### *Purpose of the Manual*

The Company's manual is intended to provide guidance and direction to employees at the dispensary on policies and procedures. It is designed to ensure that all employees are aware of and compliant with all relevant laws and regulations, as well as any internal policies and procedures.

### *Overview of Dispensary*

The Company's dispensary is a licensed medical facility that provides medical cannabis to qualified patients. The dispensary is operated by a group having cumulative 30 years' experience in the medical and adult-use cannabis industry. The Director of Dispensary Operations (DDO) is an active Alabama registered pharmacist having knowledge and experience in the patient care setting and thus can ensure that all patients receive the highest quality of care. The Company is committed to providing safe, secure, and compassionate care to all of its patients.















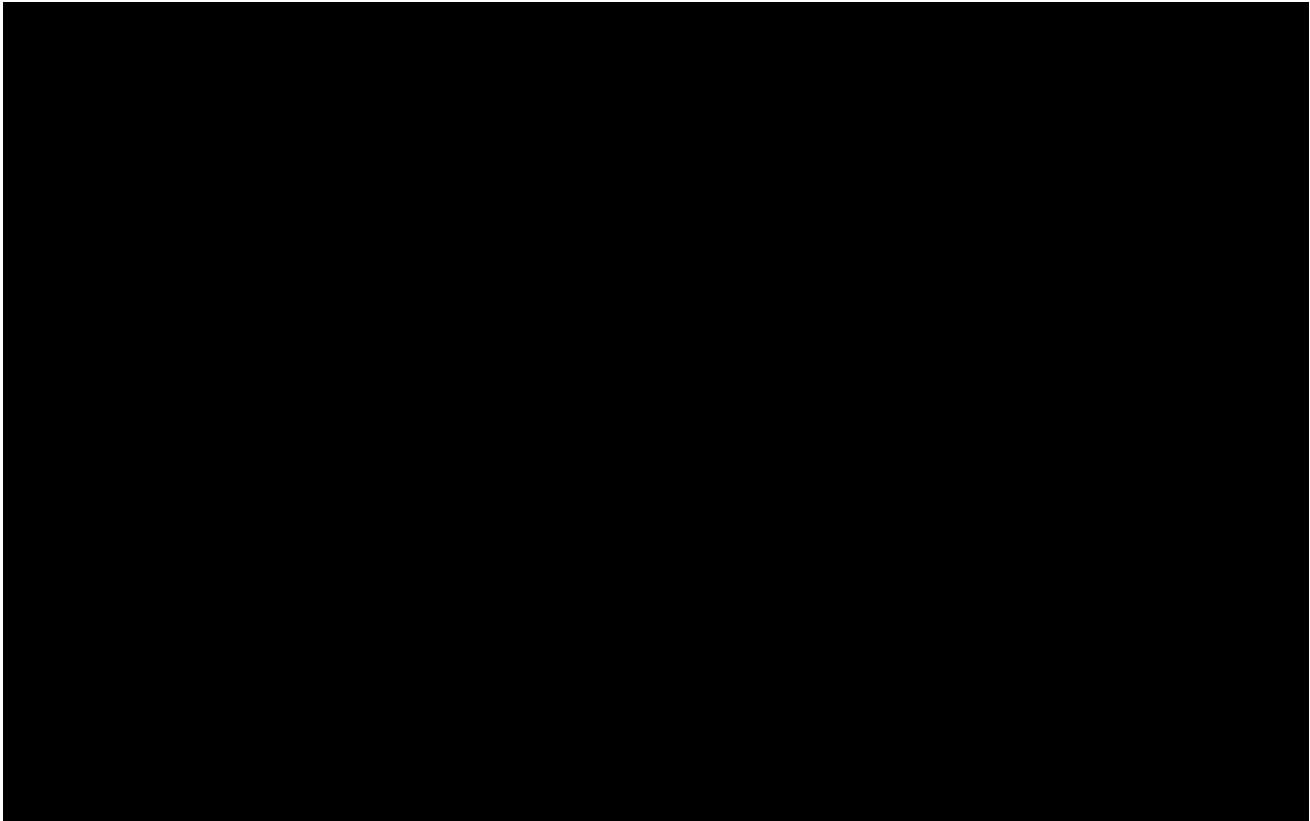












## QUALIFICATIONS AND TRAINING

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### *Qualifications for Company's Representative*

The Company has designated the following roles for the following purpose:

- Chief Executive Officer (CEO): CEO is responsible for the overall leadership and success of the business. The CEO's role is vital to ensure the longevity of the operations. The CEO establishes the direction and goals of the business and implements effective strategies to increase business growth and profitability.
- Chief Operating Officer (COO): COO is responsible for overseeing day-to-day operations of the business. The COO is responsible for developing and implementing strategies to ensure the dispensary's success, as well as managing staff, budgets, and resources. The COO is also responsible for ensuring compliance with all applicable laws and regulations.
- Chief Financial Officer (CFO): CFO is responsible for managing the financial actions of the Company. The CFO is responsible for developing and implementing financial

strategies, managing budgets, overseeing accounting and finance functions, and ensuring compliance with all applicable laws and regulations. The CFO is also responsible for providing guidance to other departments within the organization.

- Chief Compliance Officer and Quality Assurance Officer (CCO and QAO): CCO and QAO ensures that all operations comply with applicable laws, regulations, and standards set forth by the State of Alabama. The Chief Compliance and Quality Assurance Officer conducts regular audits of the operation to ensure that all products are properly labeled, stored, and sold in accordance with the regulations and are safe and effective for the patients/caregivers.
- Chief Medical Officer (CMO): CMO is responsible for providing medical leadership and oversight to the medical dispensary. The CMO provides medical advice and guidance to employees as to educate them and manage patient expectations. The CMO will work closely with the CEO, other senior leaders, and employees to ensure that the medical dispensary is providing high-quality care in a safe environment
- Director of Security and IT (DOS): DOS is responsible for safeguarding the safety and security of the premises, the employees, and the patients/caregivers. The director ensures safety protocols are in compliance with all applicable rules and regulations. The director develops and implements security policies and procedures, conducts security risk assessments and audits, and responds to security incidents
- Director of Dispensary Operations (DDO): DDO is responsible for overseeing any and all aspects of the day-to-day operations at the dispensaries. This includes employee hiring and training, inventory management, and patient service. The Director establishes and monitors policies to ensure the safety and security of the Facility. The Director is responsible for developing and maintaining relationships with vendors/contractor, suppliers, and other licensees.
- Director of Marketing (DOM): DOM oversees development and implementation of marketing strategies and campaigns to ensure that the products and services are reaching their target audience and meeting the goals of the Company. The Director assists in the development and execution of marketing plan initiatives which span multiple disciplines including Public Relations, Content Marketing, and Social Media

Marketing. The Director implements marketing tactics to generate site and foot traffic using social media engagement.

- Director of Human Resources (DHR): DHR is responsible for all aspects of personnel management at the Company including recruitment, training and development, employee relations, compensation and benefits, and compliance with state and federal laws. The Director of Human Resources is also responsible for developing a positive work environment that encourages collaboration and innovation.
- Director of Educational Outreach (DEO): DEO is responsible for developing and executing community workshops, lectures, and events, as well as creating and distributing educational materials. The Director also works with employees to ensure that educational materials are up-to-date and compliant with all standards and regulations, as well as ensuring authorized employees have all the information they need to properly guide patients.
- Dispensary Manager (Certified Dispenser) (DM): DM is responsible for the overall dispensary operations and staff management. The DM's responsibilities include development and oversight of the dispensary as a whole, ensuring uniformity among the employees, managing day-to-day operations, and developing safe and adequate measures that are compliant with all rules and regulations. The DM's proficiency in industry enables the Company to have a strategic edge on ongoing awareness of scientific landscape and developments, legislation, market trends and consumer preferences. The DM is responsible for providing accurate and comprehensive information regarding our product offerings and educating the patients on safe and responsible cannabis consumption. The DM is responsible for communication to Commission and other licensees through Metrc as well as contacting other agencies when applicable. The DM oversees the operation of the Company by supervising employees and developing and implementing standards, controls, systems, and procedures to assure the high standard of quality of the Company. Overall, the DM maintains operational change and growth. At a minimum, the DM, who will also be a Certified Dispenser, must have two years of education or experience in the following

fields: biology; biochemistry; chemistry; physiology; pharmacology; medicine; medical cannabis; nursing; pharmaceuticals; or similar field.

- Assistant Dispensary Manager (Assistant Certified Dispenser) (ACD): ACD supports the needs of the DM and Executive Team. The ACD assists in the day-to-day operations at the dispensary by supervising employees and overseeing standards, controls, systems, and procedures to assure the quality of the dispensary. Additionally, the ACD assists in representing the Company to government representatives, the community, and patients/caregivers. The ACD is responsible for providing accurate and comprehensive information regarding our product offerings and educating the patients on safe and responsible cannabis consumption.
- Inventory Manager (IM): IM is responsible for managing the inventory of the Company's Facility. The Inventory Manager must maintain relationships with licensed medical cannabis product vendors in Alabama to order and fulfill product orders. The individual in this position shall be in charge of maintaining the POS system, Dutchie, and the statewide seed-to-sale tracking system, Metrc, to remain within full compliance.
- Dispensary Technician (DT): DT is responsible for interacting with patients from the moment they walk into the Facility to the Point-of-Sale where the medical cannabis products are dispensed to the patient. The individual is also responsible for additional compliance checks including but not limited to multiple identification checks, verification that the patient is not purchasing more than their allotted amount, etc.
- Inventory Technician (InT): InT is responsible for accurate processing and fulfillment of orders according to patient's specifications. The Inventory Technician must access, utilize, and update the Dutchie and Metrc to remain within full compliance. The Inventory Technician has the first eyes on any products being delivered to the dispensary and any products being dispensed to patients/caregivers.
- Security Guard: Security Guard must be present during their assigned times so the dispensary has someone at this position at all times. Security Guards are responsible for maintaining a safe and secure environment inside and outside the Facility.



The Company's initial training begins during employee orientation where all new employee will be issued their employee handbook. Classroom and online classes during onboarding will include, but not be limited to:

- Code of Conduct;
- Patient/Caregiver Service;
- Verifying Identifications (state medical cannabis card);
- Alabama Medical Cannabis Commission (AMCC) Rules and Regulations;
- Security and Safety;
- Emergency Procedures/Disaster Plan;
- Prevention of Criminal Activity;
- Terminable Offences;
- Confidential Information;
- Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
  - Alcohol, smoke and drug-free workplace;
  - Equal Employment Policy;
  - Anti-Harassment and Sexual Harassment Policy; and
  - Americans with Disability Act

After the initial training is complete, employees are to be trained on job specific areas depending on their duties. This training is to be offered in either a classroom setting, online or computerized, on the job training ("OJT") or through external training platforms. This includes training on all systems- Dutchie, Metrc, Security/IT, for example. All training of such shall be pre-approved and/or offered by the Commission.

The Applicant to record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place they received said training and the topics discussed, including the name and title of presenters. These records are to be stored in the employee Personnel File in a secured area within the Management Office of the Facility. Training records will be retained by the Company for at the minimum, three years, after employee termination.

**AMCC Required Training for Licensees' Owners, Managers, and Salaried Employees**

The Company is to ensure all owners, managers, and any other salaried employees complete training prior to performing job functions. The training and continued education is tailored to the role and responsibilities of the job function. These individuals are to complete the following training and continuing education courses:

- 1) A medical cannabis foundations training program as shall be provided by the Commission on the AMCC website; and
- 2) No less than twenty (20) hours of continuing education to be completed during every full calendar year after receiving the foundations training.
  - a. Such courses are to be provided by or preapproved by the Commission.
  - b. For individuals with direct contact with medical cannabis, a minimum of five (5) hours of the required continuing education hours must be from the courses regarding safety of medical cannabis.

**AMCC Required Training for Licensees' Hourly Employees**

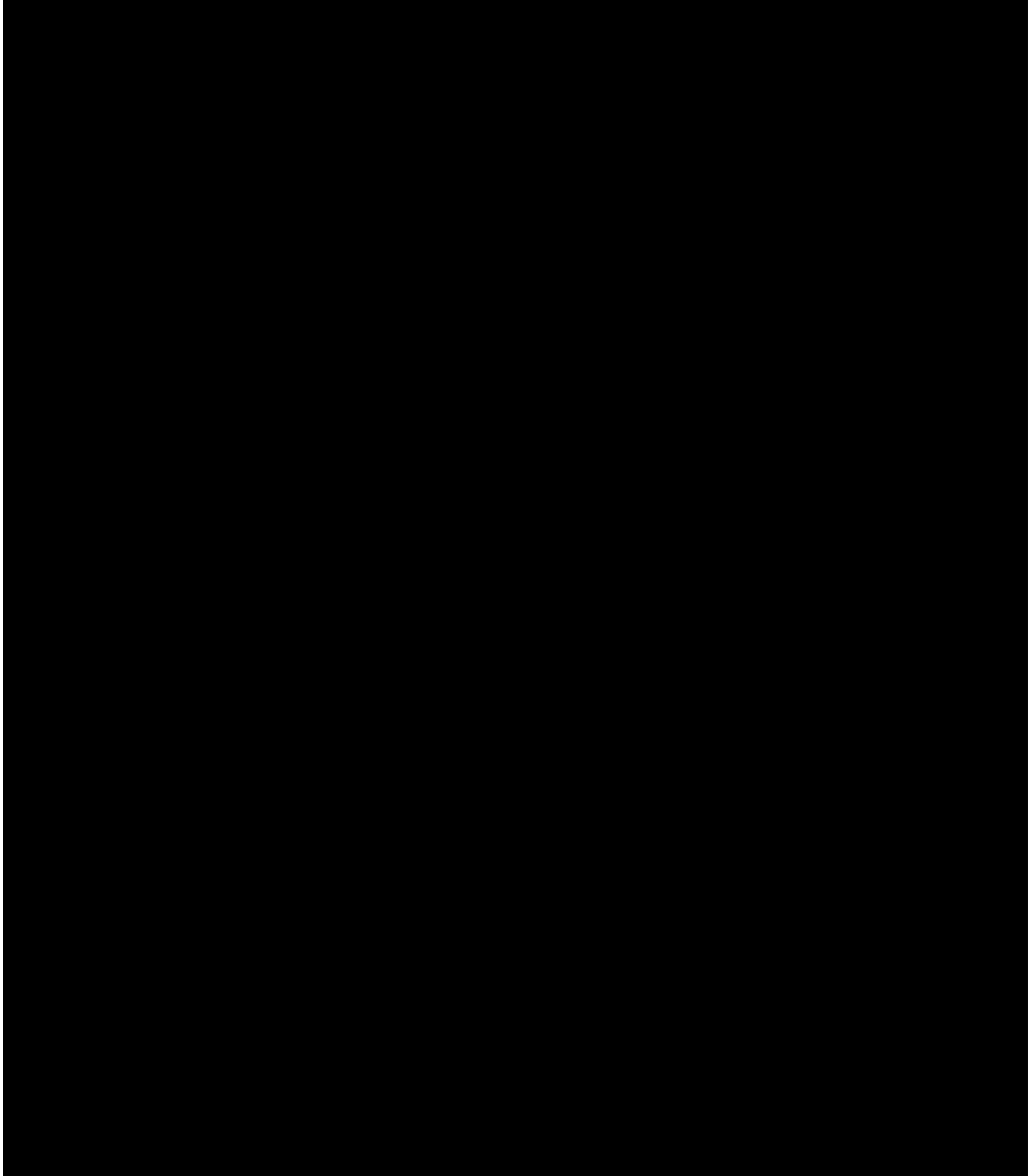
The Company is to ensure all of its hourly or non-salaried employees complete training prior to performing job functions. The training is to be tailored to the role and responsibilities of the job function. All hourly or non-salaried employees are to undergo the following training and continuing education courses:

- 1) A medical cannabis foundations training program as shall be provided by the Commission on the AMCC website; and
- 2) No less than ten (10) hours of continuing education of medical cannabis education; and no less than five (5) hours of safety training.
  - a. Such courses may be conducted by the Company or a third party during every full calendar year of after receiving the foundations training.
  - b. All courses provided will be preapproved by the Commission, including any specific courses that are required by the Commission.

**Continued Education/Training of Certified Dispensers**

A certified dispenser must take and pass a medical cannabis foundations training course as required by the Commission. Further, each year, in addition to the Commission's continuing education requirement for all employees, a certified dispenser must undergo not fewer than ten (10) hours of continuing education approved by the Commission, to address proper dispensing procedures, including the requirements of the Act, prevention of abuse and

diversion of medical cannabis, and other topics related to public health, safety and good business practices relating to cannabis, medical cannabis and the dispensing thereof.





























































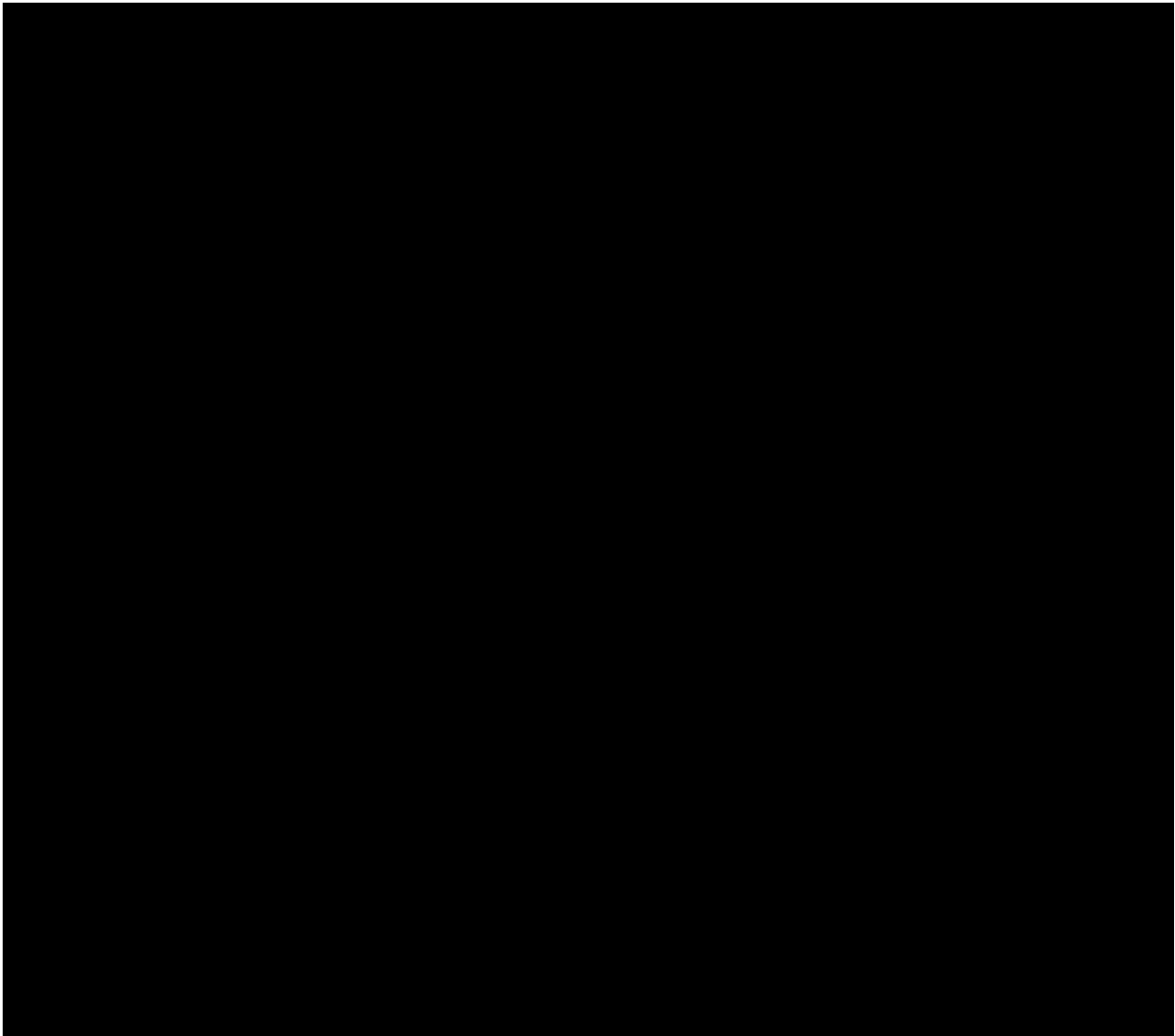












**PERSONNEL POLICIES**

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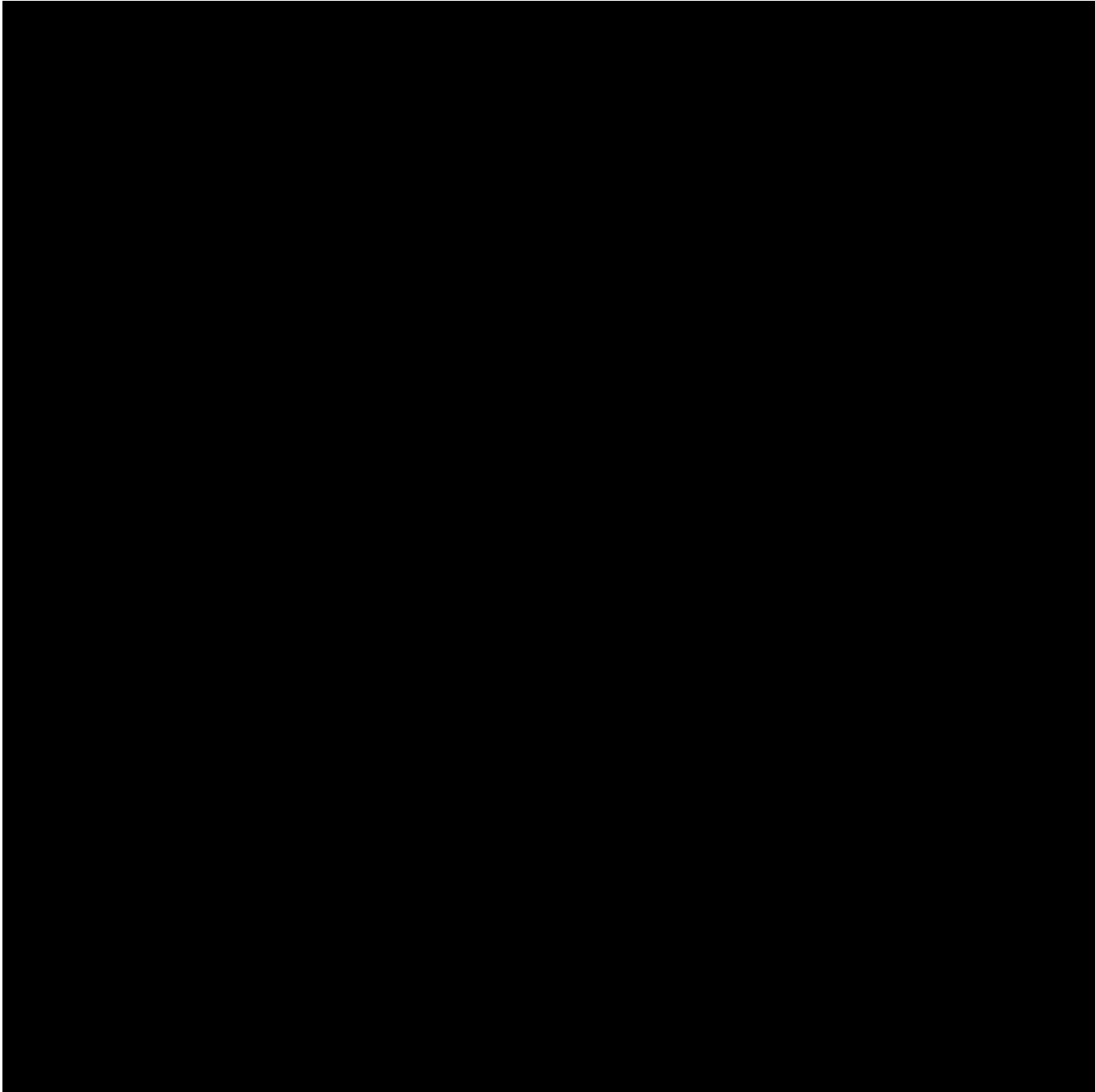
***Americans with Disabilities Act (ADA) Compliance***


The Company is committed to complying fully with the Americans with Disabilities Act (“ADA”) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodations are made available to ALL disabled employees, where their disability affects the performance of job functions. All employment decisions are based on

the merits of the situation in accordance with defined criteria, not the disability of the individual. The Company will make reasonable accommodations for qualified individuals with a known disability unless doing so would result in an undue hardship on the Company. The Company is also committed to not discriminating against any qualified employees or employee Company because they are related to and associated with a person with a disability.

The Company maintains all medical information provided in a confidential manner.





**Sexual and Other Unlawful Harassment Policy**

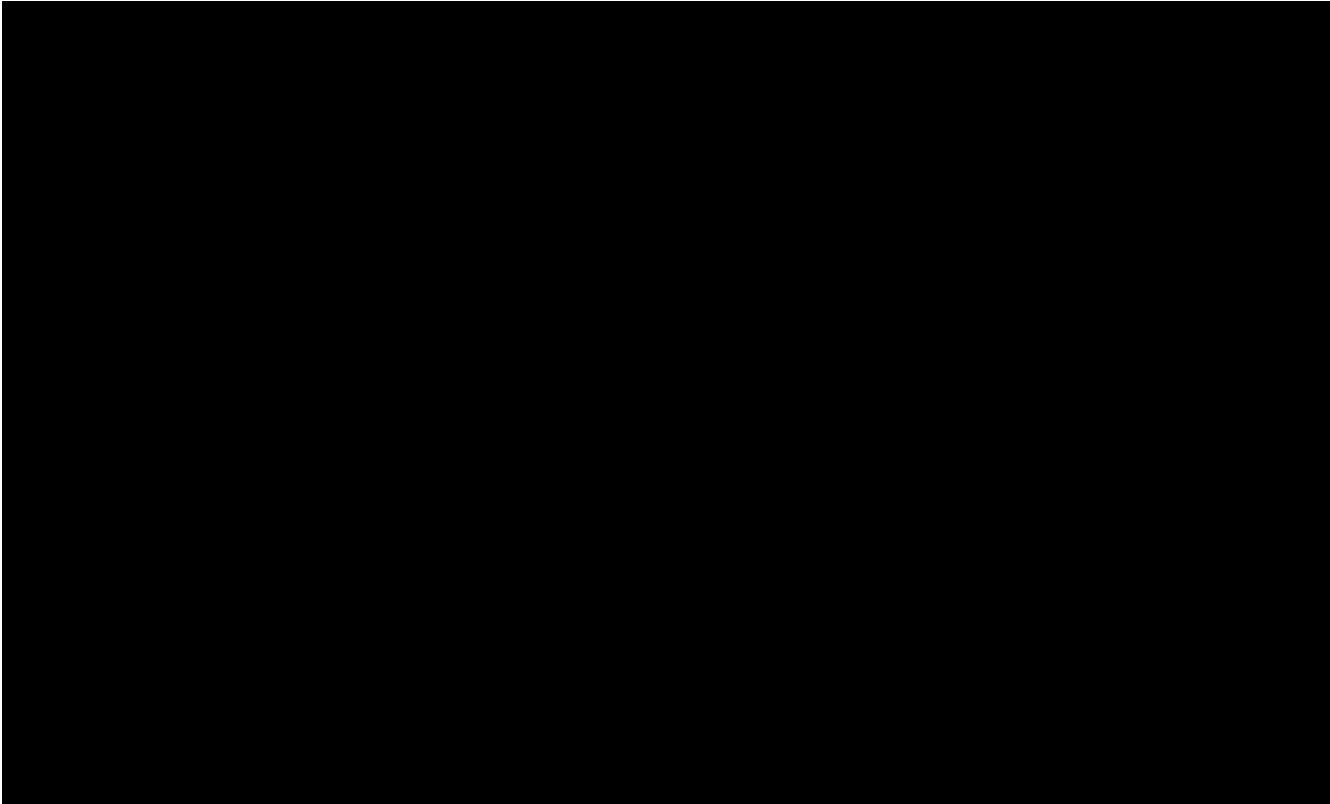
The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, sexual orientation, gender, family or marital status, pregnancy, disability, genetic information, or but not limited to, any other legally protected characteristic will not be tolerated.

The Company has provided a procedure for employees to follow for those who believe they have been subject to or witnessed discrimination or any unlawful harassment in the workplace. The Company does not tolerate any discriminatory or harassing conduct in the workplace, and the Company will respond to and investigate promptly all complaints of discrimination or harassment. Where it is determined that such inappropriate conduct has occurred, the Company will act promptly to eliminate the conduct and impose such corrective action as is necessary, up to and including termination of employment.

**Definition of Sexual Harassment**

Sexual harassment is sex-related behavior which affects tangible job benefits, or which interfere with an individual's work performance, or which creates an intimidating, hostile, or otherwise offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of sexual nature constitute sexual harassment when: 1) Submission to such conduct is either an explicit or implicit term or condition of employment; or 2) Submission to or rejection of the conduct is used as a basis for making employment decisions; or 3) The conduct has the purpose or effect of interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment.

Sexual harassment is a practice that demeans the individual being treated in such a manner. The Company will not tolerate sexual harassment of its employees or by any other persons. The Company will take necessary disciplinary action in accordance with its policy to ensure that the Company meets its responsibilities to its employees.



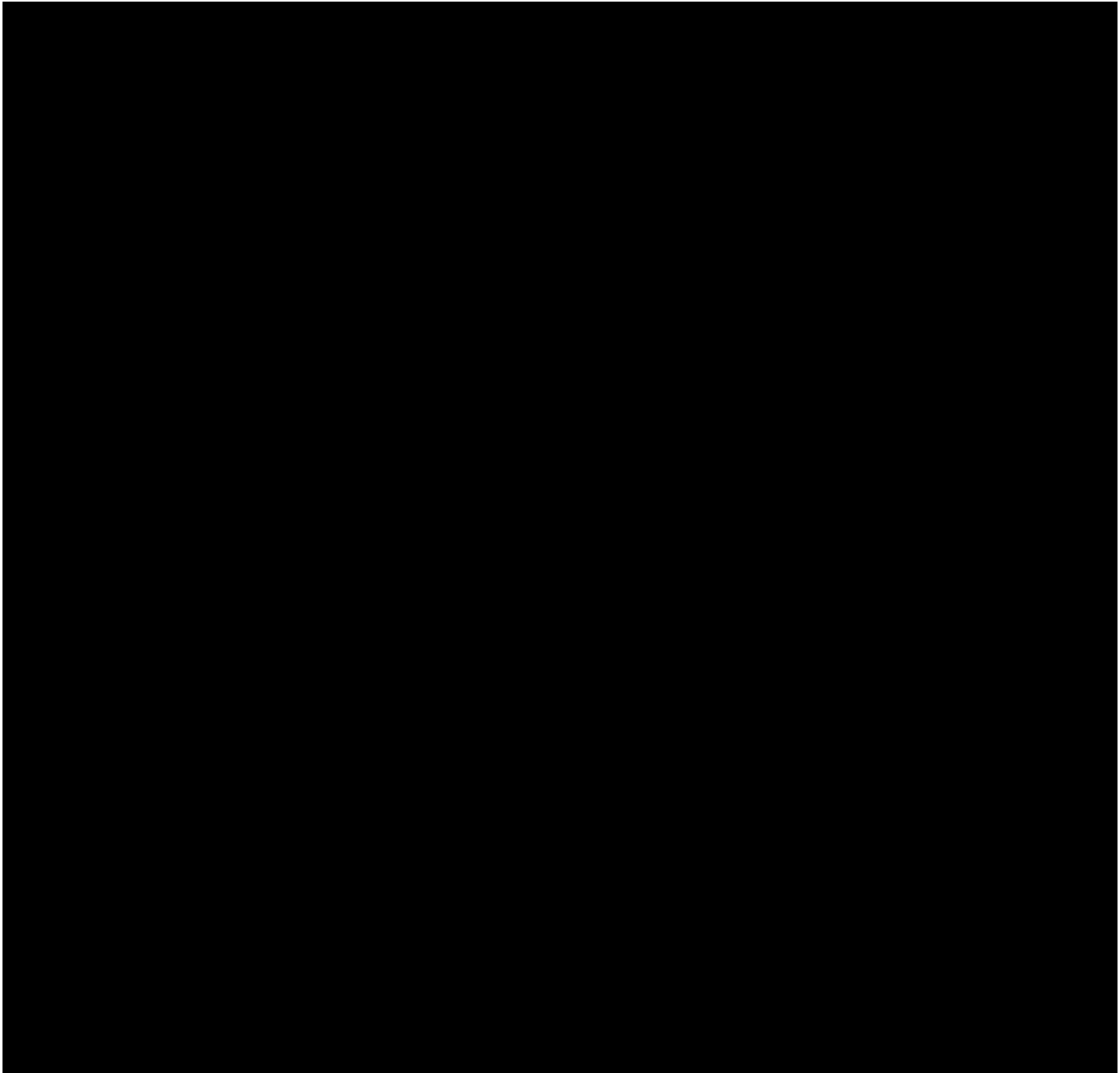
**Equal Employment Opportunity Policy**

To provide equal employment and advancement opportunities to all individuals, employment decisions at the Company are based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, gender, sexual orientation, pregnancy, national origin, age, disability, family or marital status, genetic information, or any other category protected by law.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. Employee(s) with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their DDO and/or DM.

DM will act in a fair and equitable manner in all aspects of the supervisor-employee relationship, including hiring, training, promotion, transfer, and discipline. DM will apply the Company's commitment to fair and consistent treatment for all with regard for providing a safe and productive workplace. This includes maintaining the confidentiality of employee records and ensuring compliance with occupational health, safety, and labor laws.

**Health Insurance Portability and Accountability Act (HIPAA)**



**Alcohol, Smoke, and Drug Free Workplace Policy**

The Company's alcohol, smoke, and drug free workplace policy, as supervised DDO and DM, is designed to address a longstanding commitment to concern for the health and well-being of its employees and safety and efficiency of its patients/caregivers. In order to accomplish this goal, ALL employees are required to report to work in a reasonable and good mental and physical condition. This is to ensure that tasks are completed in a safe manner and to prevent the disturbance of productive and consistent workflow. Penalties for violating the

Company's Alcohol and Drug Policy and Smoke Policy will result in corrective action which may include suspension and/or termination of employment. The policy is to be provided to ALL employees upon employment.

**Alcohol and Drug Policy:**

Reporting to work under the influence of alcohol, illegal drugs, and/or prescribed controlled substances not properly prescribed to the employee is strictly prohibited.

Types of illegal drugs may include, but not limited to: Schedule I Drugs (LSD, heroin, GHB), Schedule II Drugs (morphine, methamphetamine, codeine, hydrocodone, fentanyl, PCP), Schedule III Drugs (codeine with aspirin/Tylenol), Schedule IV Drugs (Xanax, Valium), Schedule V Drugs (cough medicine abuse).

Employees who are, or believed to be, intoxicated or impaired on the job may, in addition to any other appropriate action, be sent home or reassigned for safety reasons while the situation is evaluated by the DM. The intoxicated or impaired employee(s) are to be sent home through an arranged mode of transportation other than driving themselves.

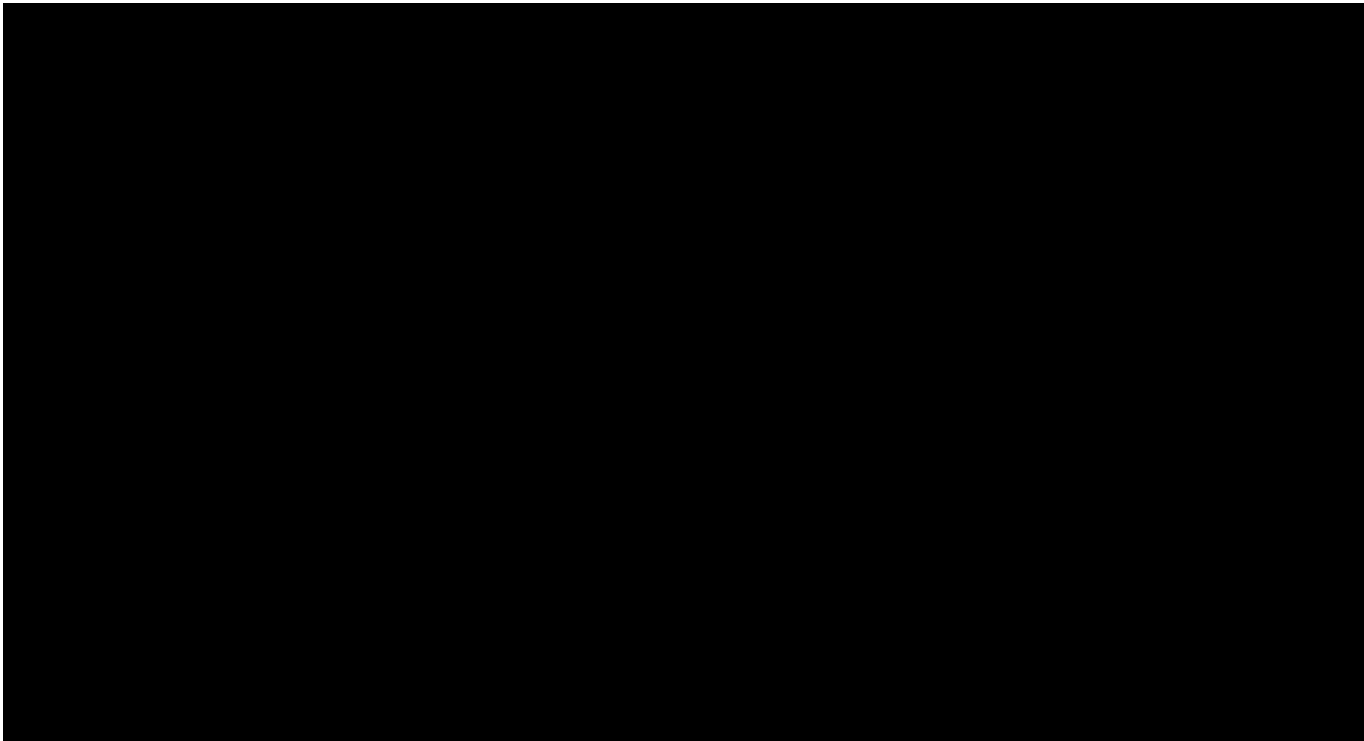
The legal use of prescribed or recommended drugs by prescribing physicians is permitted in the workplace, as long as it does not impair the employee's ability to perform the essential functions of their job and does not endanger others in the Facility, including: employees, patients/caregivers, contractors/vendors, and other authorized persons within the Facility. Employees who are prescribed medication that may impair their ability to perform their work duties, must notify the DDO and/or DM ahead of their shift.

**Smoking Policy:**

The use of tobacco products, including cigarettes, smokeless tobacco, and electronic cigarettes, are strictly prohibited within the Facility by ALL persons including all employees, patients/caregivers, vendors/contractors, and other authorized persons within the Facility. Smoking is permitted in designated areas outside of the Company's Facility, unless prohibited by the property owner. These designated areas are located at a reasonable distance away from open windows and entrances to the Facility. Employees who smoke are not permitted to take additional breaks or extend upon their meal breaks for smoke opportunities.

**Reasonable Suspicion and Grounds for Testing:**

Employees are subject to testing if possession of alcohol and/or illegal drugs is observed, and impairment is detected upon reasonable cause. DDO and DM are to document all observations and behaviors that lead to suspicion of an employee possessing and/or being under the influence of illegal drugs or alcohol. The following guidelines to determine impairment are as follows: smell of alcohol on breath or body; dilated, constricted, watery eyes or involuntary eye movements; confused or blank look on face; unbalanced, unsteady or fidgety movement; slow or slurred speech, unrecognized verbal communication; agitated, belligerent, combative, exasperated behavior; falling asleep, comatose/unconscious. Employees will be asked to undergo drug or alcohol testing if reasonable suspicion is warranted. If impaired, employee(s) are to be sent home through an arranged mode of transportation other than driving themselves to a testing center. Refusal of an employee to submit a drug and/or alcohol test may constitute immediate termination. The Company abides by Alabama state laws indicating once an Alcohol and Drug Policy and Smoke Policy is provided to its employees (upon first date of employment), the employee(s) has at least 60 days' notice of the policy before any testing by the Company. Employees who test positive have five days to contest or explain the result.













# Exhibit 17 – 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry. Applicant’s Director of Dispensary Operations (DDO) who holds a PharmD as an Alabama Registered Pharmacist, is qualified to be a certified dispenser. Accordingly, Applicant has accumulated the requisite knowledge and experience to provide a plan that ensures the transportation of medical cannabis product is done in securely and in compliance with the Alabama Medical Cannabis Commission (“AMCC” or “Commission”).

The Applicant’s Receiving and Shipping Plan covers the integration of third-party systems, including Applicant’s Point-of-Sale (POS) and Inventory Tracking System (Dutchie) and Alabama’s chosen Seed-to-Sale System (Metrc). The integration of Applicant’s POS/Inventory tracking system with the Metrc allows for transparent reporting to the AMCC of all cannabis transactions. To ensure proper inventory control, the Applicant will designate the Inventory Manager (IM), whose responsibilities will include comprehensive inventory control training. The training will entail, but is not limited to, pre-delivery procedures, receiving and product verification procedures, and finalizing/post-delivery notifications in third party systems. Also trained in inventory processes is the Applicant’s Dispensary Manager (DM) and Assistant Dispensary Managers (ADM), both certified dispensers, who will oversee the movement of medical cannabis product alongside the IM. This plan will also provide procedural steps in creating and verifying transfer manifests.

**17.1: QR Coded Batches of Medical Cannabis Product**

The Applicant will have a separate and secure delivery entrance into the facility, away from patient/caregiver interaction for receiving medical cannabis products. [REDACTED]

[REDACTED]. The steps for

receiving deliveries are as follows:

1. The delivery agent from the receiving licensee (e.g. Cultivator contracted with a Processor, Processor, Integrated Facility, and/or Secure Transporter) will be verified and logged for recordkeeping.

2. The DM and/or IM shall conduct the inspection of the shipping containers storing the batches of products to ensure it has retained its integrity during transportation. It shall be verified that all boxes with individual batches are sealed.
3. The Applicant is to reasonably assume that they shall receive individual cannabis products by packaging the products separately by batch. If more than one type of product is arriving from the same facility of origin in the same shipping container, it shall be the responsibility of the facility of origin to accurately segregate batches that are different through accurate labeling and packaging.
4. The facility of origin shall be responsible to attach a QR Code or digital image (e.g. a Metrc barcode) on each individual container of medical cannabis product and on each batch containing said product (i.e., a batch of product may include 10 individual containers of the same product), prior to shipping to the Applicant's facility. The unique QR barcode allows for tracking of the products through the Statewide Seed-to-Sale Tracking System.
5. Each QR code or digital image (e.g. Metrc barcode) shall contain specific information about the product, including:
  - Name of the Processor, or Integrated Facility
  - Facility of Origin
  - Date of Processing
  - Date of Packaging
  - Date of Labeling
  - Expiration Date (or, if no expiration date, a notation that the expiration date does not apply)
  - Date of testing approval.
    - Statewide-Seed-to-Sale system, Metrc includes lab testing results for all products. If a patient/caregiver requests for test results, the DM and/or IM may access it through Metrc.
6. Upon receipt of deliveries, the DM and/or IM will inspect and verify that each container has a QR code or digital image (e.g. a Metrc barcode) and is appropriately prepared, packed, and labeled.

**17.2: Secure Transporter's Manifest**

1. During the receipt of a batch of medical cannabis product, the IM shall verify that hard-copy manifest is accompanied by the Secure Transporter and has any other required appropriate documentation to verify the delivery. The IM shall also have the capacity to access the manifest through Metrc. The information on the manifest that is inspected for accuracy by the IM includes:
  - Manifest Number
  - Date of Creation
  - Originating License Number
  - Address of Originating Entity
  - Dispensary Name
  - Dispensary License Number
  - Address of the Dispensary
  - Date and Time of arrival
  - Name of person transporting
  - Employee ID or The Commission issued ID of the Driver
  - The Applicant's employee's ID checking in the delivery
2. Please See **Attachment Page 10** for a sample Metrc Manifest.
3. The Secured Transporter agent shall provide the IM with a duplicate signed copy of the manifest which shall be kept for records in accordance with Rule 538-x-07-.07.
4. After receiving the delivery, both manifests shall be signed and executed by the IM and the Secured Transporter agent for accurate inventory recordkeeping.

**17.3: Logging into Statewide-Seed-to-Sale Tracking System (Metrc)**

The State has indicated Statewide-Seed-to-Sale Tracking System, METRC, pursuant to § 20-2A-54, Code of Alabama 1975 (as amended) will be utilized. Metrc shall enable the licensee's approved to sell and transfer of medical cannabis to the Applicant to enter the manifest details listed above in Section 17.2 of this Plan (including the date and time of product's



arrival) and generate a unique QR code or digital image (e.g. a Metrc barcode); the details of which may be accessed on Metrc prior to the date of transport.

Once the product's information is generated into Metrc by the initiating licensee, the manifest details become available for the Applicant's DM, IM, and other employees under their supervision, through restricted access. Metrc allows the Applicant to prepare for upcoming deliveries and retain electronic shipment records for inspection and/or review.

After the receipt of a batch of medical cannabis product, and once the IM has verified the product appropriately prepared, packaged, and labeled, then the IM shall "ACCEPT" the receipt of the manifest. METRC is integrated with Applicant's Point-of-Sale (POS) and inventory tracking system, Dutchie, allowing the inputted shipping details (product name and type, quantity, name of originating Facility, etc.,) to be transmitted to Dutchie. When this occurs, the Applicant's inventory as shown in the POS is adjusted in real-time and the new quantity of product is reflected.

**17.4: Appropriate Packaging and Labeling:**

The IM and/or DM shall take the appropriate measures to verify that the medical cannabis products are appropriately packaged at the time of the receipt. Per AMCC rules each individual container of product shall contain a predetermined quantity per package. Applicant shall not accept any packaging of bulk size. The IM and/or DM shall conduct inspection to ensure proper packaging by the following procedures in accordance with AMCC Rule 538-x-6-.05:

**Packaging and Containers:**

- Must be child-resistant
- Must be tamper-evident
- Must identify the Processor and type of product (as well as label, please see below)
- Must not be attractive to minors
- Must be designed to minimize appeal to children
- Must not contain any false statement or statement that advertises health benefits or therapeutic benefits of medical cannabis

**Labeling:**

The licensees approved to sell and transfer medical cannabis to a dispensary must properly label its packages of medical cannabis as follows:

- Labels must be securely attached to or imprinted on the accompanying packaging.
- 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.
- Labels must identify the type of product (pills, tinctures, transdermal patches, etc.).
- Labels must contain lot and batch numbers.
- Labels must contain Cultivator's name of and a license identification number.
- Labels must contain Processor's name of and a license identification number.
- Labels must identify the cannabinoid content and potency of the product.
- Labels must identify the amount, number or count of the product in the package on which they are attached. 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.
- The Commission, by rule, shall design a universal state symbol that is a color image and made available to licensed processors to include on all packages of medical cannabis, as required under Rule 538-x-6-.05.
- Labels must contain the words "Keep out of reach of children."
- Labels must contain a digital image or QR Code for tracking medical cannabis products and must interface with the Statewide Seed-to-Sale Tracking System.
- 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."
- Labels must not be attractive to minors.
- Labels must not contain any false statement or statement that advertises health benefits or therapeutic benefits of medical cannabis.

- Labels must not contain any false statement or statement that advertises health benefits or therapeutic benefits of medical cannabis.
- At the time of labeling, licensees must provide QR Coding or other approved digital coding to identify products with details provided in Section 17.1 of this Plan.

**Procedures for When Product is Damaged/Unusable Upon Receipt:**

The IM and/or DM shall oversee each individual medical cannabis product upon delivery. If a container of product is deemed unusable, adulterated, and shall not be accepted by the Applicant, the IM and/or DM shall have the authority to reject the batch from the Manifest. This process shall involve initiating a rejection through METRC and have it returned with the transport agent. The IM and/or DM shall update both manifests with changes, date and time of rejection, and signatures of both the IM/DM and transport agent for accurate recordkeeping. The Applicant shall not accept the product should it arrive in the following conditions, but not limited to, upon delivery:

- Packaging is damaged: The Applicant may not accept a batch if a seal of a product is broken and/or the package contains a leak. Even if only one container in the shipment is damaged, the Applicant shall reject the full batch.
- Product is missing: If the licensees approved to sale and transfer of medical cannabis to a dispensary is able to adjust the manifest to show the accurate quantity of at the time of the delivery, only then shall the Applicant accept the product.
- Wrong batch/ type of product is sent.
- Product is mislabeled: The label must have details mentioned above; including the testing date. The type of product itself if required to match its coinciding label.

**Transfer of Received Product into Vault**

After IM or DM have successfully accepted the delivery of medical cannabis products, the Manifest shall be inputted and updated in Metrc to reflect the completion of delivery. [REDACTED]

[REDACTED]

**17.5 – Product Transfer by Applicant**

The Applicant's IM or DM will ensure that all batches and containers shipped between the Applicant's affiliated dispensaries or to other licensee's facility shall meet the requirements of including a QR or otherwise digital code (e.g. a Metrc barcode) which shall include:

- Name of the Cultivator, Processor, or Integrated Facility from which the medical cannabis was sourced
- The facility of facilities of origin
- Type of product
- Date of processing and packaging
- Expiration date (or, if no expiration date, a notation that the expiration date does not apply)
- Date of the Processor's State Laboratory testing approval
- Alabama Poison Control contact number as provided on the AMCC website

The IM or DM shall initiate a Manifest in the event the Applicant transfers medical cannabis product between its affiliated facilities. The Manifest shall display an internalized batch for products being transferred with specific quantities in addition to the Manifest requirements listed in Section 17.2 of this Plan.

**17.6: Product Sent for Testing:**

**Coordination with State Testing Laboratory:**

1. Product testing shall be initiated by the Applicant communicating with the State Test Laboratory on the product and nature of the testing required.
2. Should a product require testing by the Applicant, the Applicant shall provide a sample, which is segregated from the remaining batch in its possession.
  - a. The Applicant shall collect a sample container and store the remaining segregated batch within the Vault (in a secured quarantined storage bin), which has the same environmental condition requirements for usable medical cannabis product. The batch will remain unusable until testing results are posted.
  - b. The sample product being sent for testing shall be securely transported and shipped and in its originally labeled container.

3. The State Laboratory shall generate a Manifest, through Metrc, which include the following, but not limited to per AMCC Rule 538-x-7-.07.
  - a. For State Laboratory Utilizing its Own Secured Transport:
    - i. The Applicant's for whom testing is to be performed
    - ii. Where and how the sample was obtained
    - iii. The size, count or weight, as available, of the sample obtained
    - iv. The date and time the sample was obtained
    - v. The identity of the transporter, including any Secure Transporter, if any, including the identity of the personnel and vehicle involved in the transport
    - vi. The date and time of the sample's arrival at the State Testing Laboratory
    - vii. The tag, lot, or batch number (and any other information contained on the digital or QR code) applicable to the medical cannabis, as available, from which each sample was obtained
  - b. State Laboratory Transport Manifest Information:
    - i. The names of the driver, crew member, and any other individuals onboard
    - ii. The name and address of the destination
    - iii. The weight and description of each individual package that is part of the shipment, and the total number of individual packages
    - iv. The date and time the medical cannabis shipment is placed into the transport vehicle
    - v. The date and time the shipment is accepted at the delivery destination.
    - vi. The identity of the employee having custody of the cannabis or medical cannabis, and the circumstances, duration, and disposition of any other person who had custody or control of the shipment
    - vii. Any handling or storage instructions
4. The IM or DM, and the transport agent will verify the product sample and information on the Manifest for secured transport to the State Laboratory. The following shall be verified by both parties in accordance with AMCC Rule 538-x-7-.07:

- a. The product sample has been tagged or otherwise identified and inserted in shipping containers.
- b. The sample(s) is QR coded or otherwise digitally coded, identifying at a minimum the licensee and facility of origin, the licensee and facility of destination, and the date of the original State Testing Laboratory's last testing and approval.
- c. The sample is accompanied by a manifest and any other appropriate documentation, and that the information thereon is accurate and has been duly executed by the transporting licensee (if applicable) and the driver.
- d. Manifests shall be signed and executed by the IM and the Secured Transporter agent for accurate inventory recordkeeping at the Facility.

**17.7: Logging into Statewide-Seed-to-Sale Tracking System**

Upon the execution of the transfer of medical cannabis product out of the Applicant's facility to its affiliate and/or other licensees (included State Laboratories), the Applicant's IM or DM shall accurately input and update pertinent information, including all information from the QR code relating to the sample, as well as the date and time of shipment, in the Statewide-Seed-to-Sale Tracking System, Metrc. The IM or DM using Metrc shall verify receipt of transferred products to its final destination. Each affiliated licensee involved in the process transfer of product shall obtain a signed copy of the Manifest for appropriate documentation shall ensure the completion of outgoing product transactions.



MARIJUANA TRANSPORTATION MANIFEST

All sales transactions are to be completed prior to transportation of any MARIJUANA. The receiving entity may reject product delivered, but amount delivered must be limited to amount agreed upon in prior sales transaction.

<b>Manifest No.</b>		<b>Date Created</b>	
<b>Originating Entity</b>			<b>For Agency Use Only</b>
<b>Originating License Number</b>			
<b>Address of Originating Entity</b>			
<b>Phone No. of Originating Entity</b>			
<b>1. Destination</b>		<b>Destination Phone No.</b>	
<b>Destination License Number</b>		<b>Date and Approx. Time of Departure</b>	
<b>Address of Destination</b>		<b>Date and Approx. Time of Arrival</b>	
		<b>Date/Time Received</b>	
<b>Route to be Traveled</b>	<b>Notes:</b> details for extenuating circumstances (e.g., road closure, flat tire, etc.)		
<b>1. Outbound Transporter</b>		<b>No Layover Scheduled</b>	
<b>Transporter License Number</b>			
<b>Address of Transporter</b>			
<b>Contact Phone No. for Inquiries:</b>			
<b>Name of Person Transporting</b>		<b>Employee ID of Driver</b>	
<b>State Driver's License No.</b>		<b>Signature of Person Transporting</b>	
<b>Make, Model, License Plate No.</b>			
<b>Name of Person Transporting</b>		<b>Employee ID of Driver</b>	
<b>State Driver's License No.</b>		<b>Signature of Person Transporting</b>	
<b>Make, Model, License Plate No.</b>			
<b>1. Package   Accepted</b>	<b>Production Batch No.</b>	<b>Item Name</b>	<b>Quantity</b>
<b>Item Details</b>			
<b>Source Harvest(s)</b>			
<b>Source Package(s)</b>			
<b>Name of Person Receiving or Rejecting Product</b>			
I confirm that the contents of this shipment match weight records entered above, and I agree to take custody of those portions of this shipment <i>not</i> recorded above. Those portions recorded were returned to the individual delivering this shipment.			
<b>Signature</b>		<b>Date</b>	
<b>Signature of individual taking receipt of rejected portion of this shipment</b>			

# **Exhibit 18 – 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.**

**[REDACTED]**  
**Printed Name of Verifying Individual**

**[REDACTED]**  
**Title of Verifying Individual**

**[REDACTED]**  
**Signature of Verifying Individual**

12.29.2022  
**Verification Date**



**Purpose**

Applicant has secured three (3) locations throughout the State to open a medical cannabis dispensary. The locations chosen by Applicant were thoughtful and intentional. Applicant shares the AMCC’s view on factors that should be considered when choosing a location, with the foremost factor being improving patient access to medical cannabis. Applicant also considered such factors as the local population, the ability of Applicant to contribute positively to the local economy, and the speed in which Applicant can commence operations at the location. Accordingly, all three of Applicant’s secured locations are in existing buildings, which will allow Applicant to commence operations as fast as possible. Drawing on Applicant’s years of experience building and operating medical cannabis dispensaries in legal markets, all locations selected occupy spaces between 2,300 square feet and 3,000 square feet and have designated parking for Applicant’s patients, both of which are important factors to ensure an efficient operation.

For simplicity, Applicant has organized sections 18.1-18.9 separately for **EACH** of Applicant’s **THREE (3) Facilities** as 18.1(A)-18.9(A) for Facility 1, 18.1(B)-18.9(B) for Facility 2, and 18.1(C)-18.9(C) for Facility 3.

**18.1 Facility Name and Type**

**18.1(A): Facility 1 (505 Cahaba Park Circle, Birmingham, AL 35242)**

- Facility Name: GP6 Wellness, LLC (d/b/a is To Be Determined and subject to AMCC approval)
- Facility Type: Dispensing Site

**18.1(B): Facility 2 (809 US Hwy 72 W, Athens, AL 35611)**

- Facility Name: GP6 Wellness, LLC (d/b/a is To Be Determined and subject to AMCC approval)
- Facility Type: Dispensing Site

18.1(C): Facility 3 (959 Gilbert Ferry Road, SE, Suites J & K, Attalla, AL 35954)

- Facility Name: GP6 Wellness, LLC (d/b/a is To Be Determined and subject to AMCC approval)
- Facility Type: Dispensing Site

**18.2 Physical Address & GPS Coordinates of Facility**

18.2(A): Facility 1 (505 Cahaba Park Circle, Birmingham, AL 35242)

- 505 Cahaba Park Circle  
Birmingham, AL 35242
- GPS Coordinates: 33°25'51.6"N 86°42'27.1"W

18.2(B): Facility 2 (809 US Hwy 72 W, Athens, AL 35611)

- 809 US Hwy 72 W  
Athens, AL 35611
- GPS Coordinates: 34°47'24.2"N 86°58'44.9"W

18.2(C): Facility 3 (959 Gilbert Ferry Road, SE, Suites J & K, Attalla, AL 35954)

- 959 Gilbert Ferry Road, SE  
Suites J & K  
Attalla, AL 35954
- GPS Coordinates: 33°59'46.3"N 86°05'43.3"W

**18.3 Aerial Photograph of Facility**

Applicant has included an aerial photograph and site plan of each of Applicant's three (3) Facilities with clearly identified site boundaries. The aerial photograph also shows a 1000ft radius indicated that each location is not within 1000 feet from any school, day care, or childcare facility.

18.3(A): Facility 1 (505 Cahaba Park Circle, Birmingham, AL 35242)

- See **Attachment Pages 10-11**

18.3(B): Facility 2 (809 US Hwy 72 W, Athens, AL 35611)

- See **Attachment Pages 12-13**

18.3(C): Facility 3 (959 Gilbert Ferry Road, SE, Suites J & K, Attalla, AL 35954)

- See **Attachment Pages 14-15**

**18.4 Proof of Authorization to Occupy Property**

Due to the length of Applicant's Leases, all leases have been attached to the end of Applicant's attachments. Excluding 18.4 and 18.5 (as AMCC updated guidance allows for), Exhibit 18 is within the 45-page limit set by the AMCC.

18.4(A): Facility 1 (505 Cahaba Park Circle, Birmingham, AL 35242)

- **Attachment Page 22-50:** A copy of Applicant's Lease authorizing Applicant to Occupy the property.

18.4(B): Facility 2 (809 US Hwy 72 W, Athens, AL 35611)

- **Attachment Page 51-69:** A copy of Applicant's Lease authorizing Applicant to Occupy the property.

18.4(C): Facility 3 (959 Gilbert Ferry Road, SE, Suites J & K, Attalla, AL 35954)

- **Attachment Page 70-75:** A copy of Applicant's Lease authorizing Applicant to Occupy the property.

**18.5 - Local Jurisdiction Approvals**

Due to the length of Applicant's Local Jurisdiction Approvals, all Approvals have been attached to the end of Applicant's attachments. Excluding 18.4 and 18.5 (as AMCC updated guidance allows for), Exhibit 18 is within the 45-page limit set by the AMCC.

18.5(A): Facility 1 (505 Cahaba Park Circle, Birmingham, AL 35242)

Applicant has included a copy of the following demonstrating that Applicant is permitted to operate a medical cannabis dispensary at the proposed location:

1. **Attachment Pages 76-77:** A copy of a letter from the Zoning Administrator of the City of Birmingham confirming the proposed location is zoned in C-2;
2. **Attachment Page 78-80:** A copy of the ordinance approving the operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham and a partial amended Zoning Ordinance; and
3. **Attachment Pages 81-109:** A copy the amended Zoning Ordinance indicating that Medical Cannabis Dispensaries are permitted in zone C-2.

18.5(B): Facility 2 (809 US Hwy 72 W, Athens, AL 35611)

1. **Attachment Page 110:** A copy of a letter from the City Planner of the City of Athens, AL confirming the proposed location is appropriately zoned to permit a Medical Cannabis Dispensary; and
2. **Attachment Pages 111-112:** A copy of the ordinance approving the operation of medical cannabis dispensaries within the corporate limits of the City of Athens.

18.5(C): Facility 3 (959 Gilbert Ferry Road, SE, Suites J & K, Attalla, AL 35954)

1. **Attachment Page 113:** A copy of a letter from the Building Inspector of the City of Attalla, AL confirming the proposed location complies with all zoning laws and regulations and is permitted to operate a Medical Cannabis Dispensary at the proposed location; and
2. **Attachment Pages 114-115:** A copy of the ordinance approving the operation of medical cannabis dispensaries within the corporate limits of the City of Attalla.

**18.6 – Floorplan of Facility**

Professionally rendered floorplans for the facilities identified in 18.1 above are attached with a description of relevant areas of the floorplans, as follows:

18.6(A): Facility 1 (505 Cahaba Park Circle, Birmingham, AL 35242)

See **Attachment Page 16**

18.6(B): Facility 2 (809 US Hwy 72 W, Athens, AL 35611)

See **Attachment Page 17**

18.6(C): Facility 3 (959 Gilbert Ferry Road, SE, Suites J & K, Attalla, AL 35954)

See **Attachment Page 18**

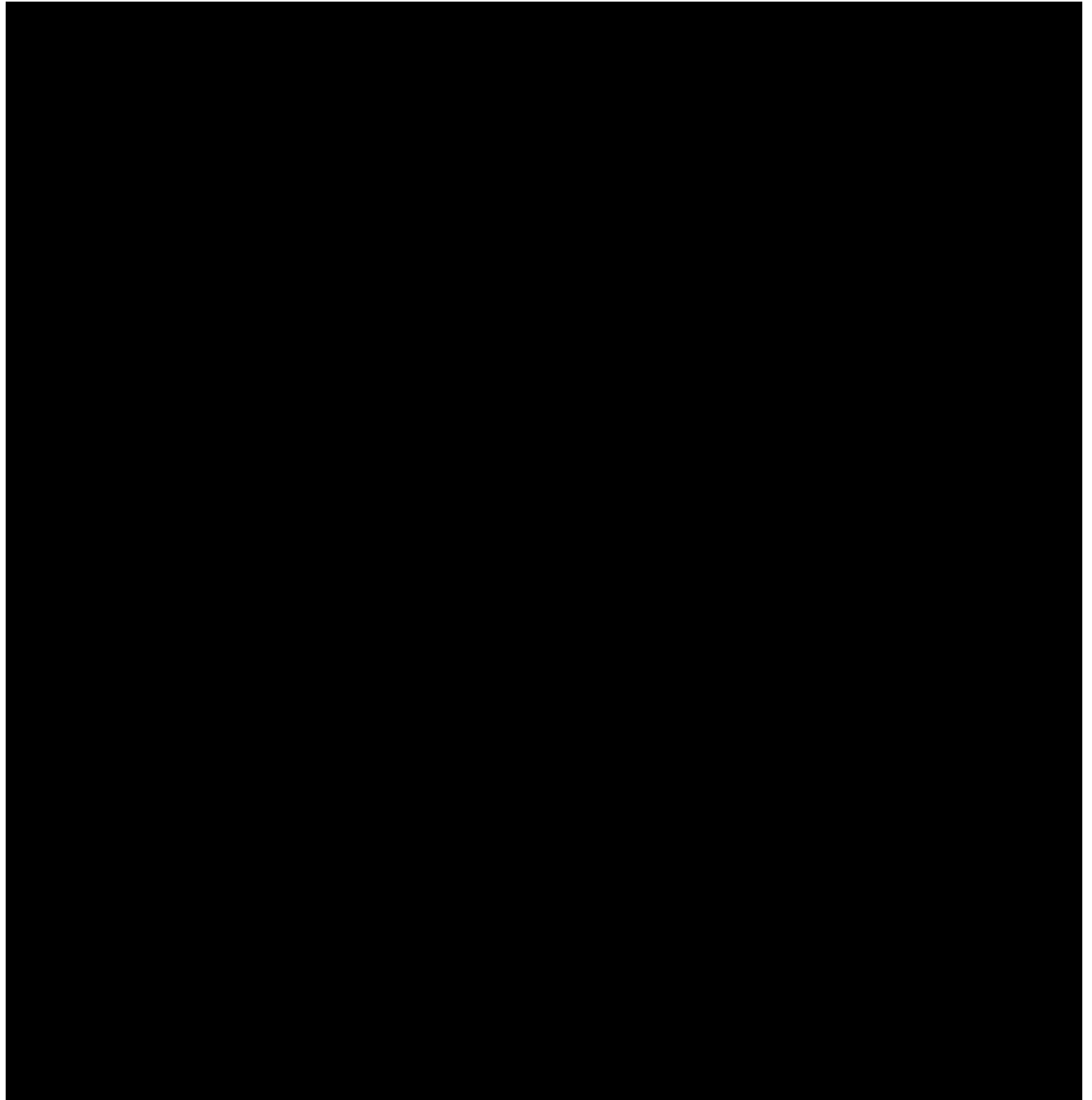
Applicant has relied on its years of experience in legal medical cannabis markets to develop a safe, efficient, and compliant floorplan, prepared by a professional architect, for each facility. In particular, each facility is divided into areas that are open to patients and areas that are restricted to specific employees of Applicant. Each facility has at least the following areas identified:

Patient/Patron Access Areas

1. **Ingress/Egress Mantrap:** This is the main point of entry for patients and employees. Upon entry into the mantrap area, visitors' IDs are checked by an employee through the ID check window. Only patients, employees, or approved visitors over the age of 19+ are allowed into the facility. Doors into the waiting room are secured and require an employee to buzz a patient into the waiting room.
2. **Waiting Room:** Upon entry, patients will wait in the waiting room until an employee gives the patient access to the Dispensary Department or sales floor. Having a waiting room allows our employees to manage the flow and traffic of patients making sure the Dispensary Department is never overcrowded.
3. **Dispensary Department:** Once a patient is permitted onto into the Dispensary Department or Sales Floor, patients will queue in a line until an employee is ready to help the next patient at a POS Station.
4. **Consultation Room:** Although not required by the AMCC, Applicant will provide a private Consultation Room for patients that wish to discuss their prescriptions and how to properly consume or dose their medication with an employee. The Consultation Room provides our patients with a sense of privacy and allows them to feel comfortable asking questions that they may feel uncomfortable asking in public.
5. **ADA Restroom:** All of our facilities are designed to provide patients access to an ADA compliant restroom.

Restricted Access Areas

1. **Point of Sales (POS):** This is where an employee completes a patient's transaction. The area behind the POS station is a limited access area accessible only to authorized employees.



6. **Office/Conference Room:** Offices and conference rooms will be used by managers and employees to manage day-to-day work and host team meetings, as needed.

7. **Break Room:** This area is for employees for their breaks and meals.
8. **Storage/Mechanical Rooms:** Every facility has able storage areas.

**18.7 – Facility Timetable**

The Applicant expects that construction of all three (3) of Applicant’s Facilities, including compliance with all facility requirements under the Act and the AMCC Rules, will be completed on or before December 15, 2023. Applicant has worked with a professional architect to develop the following comprehensive timelines outlining a timeline, including construction, for each of Applicant’s locations. Applicant expects construction to take roughly 3 months to complete. If the AMCC issues Applicant a license on July 10, 2023, it will take Applicant an estimated five (5) months to commence operations. Applicant estimates one (1) month to obtain the necessary permits to begin construction, three (3) months for construction and one (1) month to pass all local and State inspections prior commence operations. The applicant expects that it will be able to commence operations at all three of Applicant’s Facilities immediately upon licensure by the Commission.

Applicant has professionally prepared construction timelines for each of Applicant’s Facilities:

18.7(A): Facility 1 (505 Cahaba Park Circle, Birmingham, AL 35242)

See **Attachment Page 19**

18.7(B): Facility 2 (809 US Hwy 72 W, Athens, AL 35611)

See **Attachment Page 20**

18.7(C): Facility 3 (959 Gilbert Ferry Road, SE, Suites J & K, Attalla, AL 35954)

See **Attachment Page 21**

**18.8 – Public Access to Facility**

All three (3) Applicant’s Facilities will be open to the public.

The applicant anticipates the hours of operation for all three (3) Facilities to be as follows:

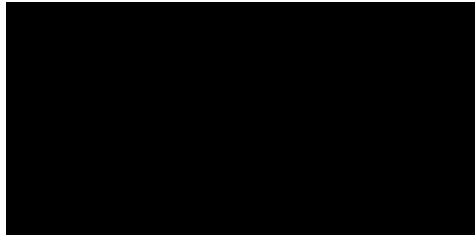
Monday – Saturday: 10:00 a.m. – 8:00 p.m. CT

Sunday: 12:00 p.m. – 7:00 p.m. CT

**18.9 – Facility Hours of Operation / After Hours Contact**

The Applicant anticipates that all three (3) of Applicant’s Facilities will be occupied by the Applicant’s employees during all public access hours (see 18.8 above) and approximately one (1) hour before and one (1) hour after the public access hours.

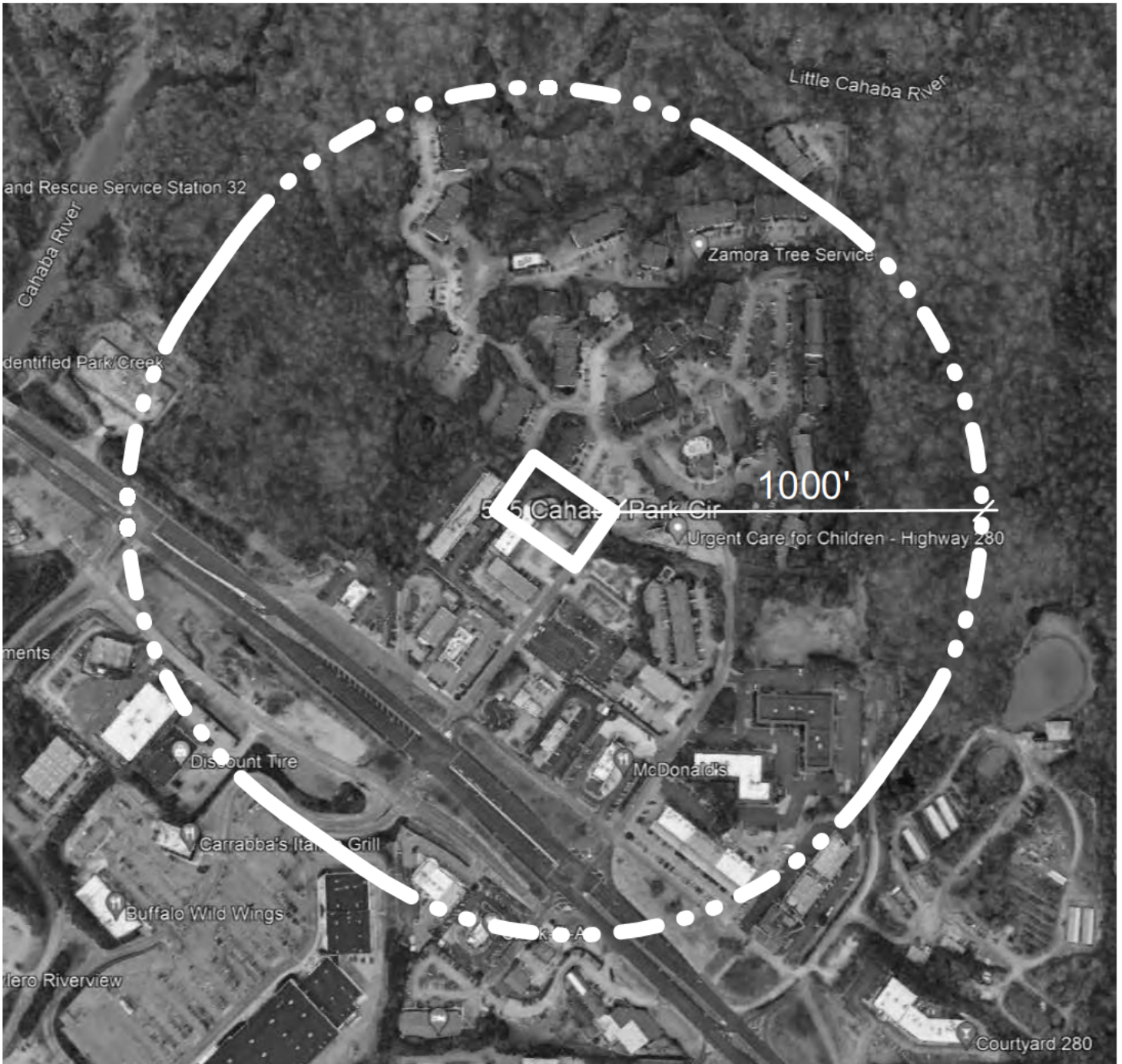
After Hours Management Contact for all three (3) of Applicant’s Facilities:



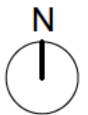


Summary of Attachments:

<u>Property</u>	<u>Document</u>	<u>Attachment Page #</u>
<b>Facility 1 (A)</b> 505 Cahaba Park Circle, Birmingham, AL 35242	18.3(A): Aerial Photograph	Pages 10-11
	18.4(A): Lease	Pages 22-50
	18.5(A): Proof of Local Zoning/Ordinance	Pages 76-109
	18.6(A): Professional Floorplan	Page 16
	18.7(A) Timetable for Completion	Pages 19
<b>Facility 2 (B)</b> 809 US Hwy 72 W Athens, AL 35611	18.3(B): Aerial Photograph	Pages 12-13
	18.4(B): Lease	Pages 51-69
	18.5(B): Proof of Local Zoning/Ordinance	Pages 110-112
	18.6(B): Professional Floorplan	Page 17
	18.7(B) Timetable for Completion	Pages 20
<b>Facility 3 (C)</b> 959 Gilbert Ferry Road, SE Suites J & K Attalla, AL 35954	18.3(C): Aerial Photograph	Pages 14-15
	18.4(C): Lease	Pages 70-75
	18.5(C): Proof of Local Zoning/Ordinance	Pages 113-115
	18.6(C): Professional Floorplan	Page 18
	18.7(C) Timetable for Completion	Pages 21



Per the Alabama Medical Cannabis Commission Rules and Regulations the property located at 505 Cahaba Park Circle, Birmingham, Alabama 35242 is at least 1,000 feet from any school, day care, or childcare facility as described in section 583-x-8-.04.



NOT FOR CONSTRUCTION

**GP6 WELLNESS LLC**

505 CAHABA PARK CIRCLE, BIRMINGHAM,  
ALABAMA 35242

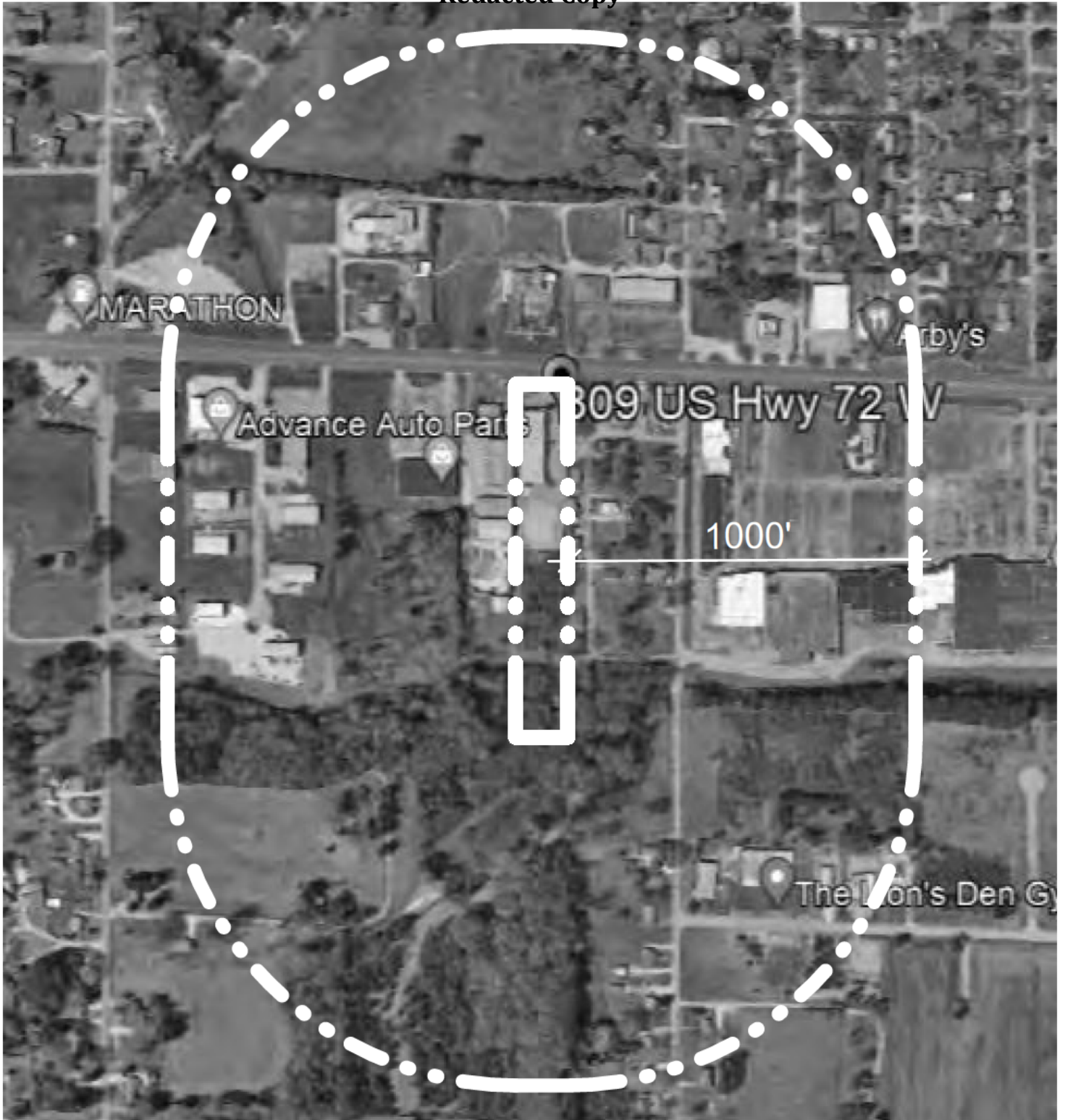
33.4309870 LATITUDE, -86.707540 LONGITUDE

DATE  
12/28/22

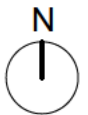
SCALE  
1" = 400'-0"

These drawings were prepared by an architect licensed in the state of Ohio. These drawings are for conceptual use only and not to be used for construction.





Per the Alabama Medical Cannabis Commission Rules and Regulations the property located at 809 US Highway 72 West, Athens, Alabama 35611 is at least 1,000 feet from any school, day care, or childcare facility as described in section 583-x-8-.04.



NOT FOR CONSTRUCTION

**GP6 WELLNESS LLC**

809 US HIGHWAY 72 WEST, ATHENS,  
ALABAMA 35611

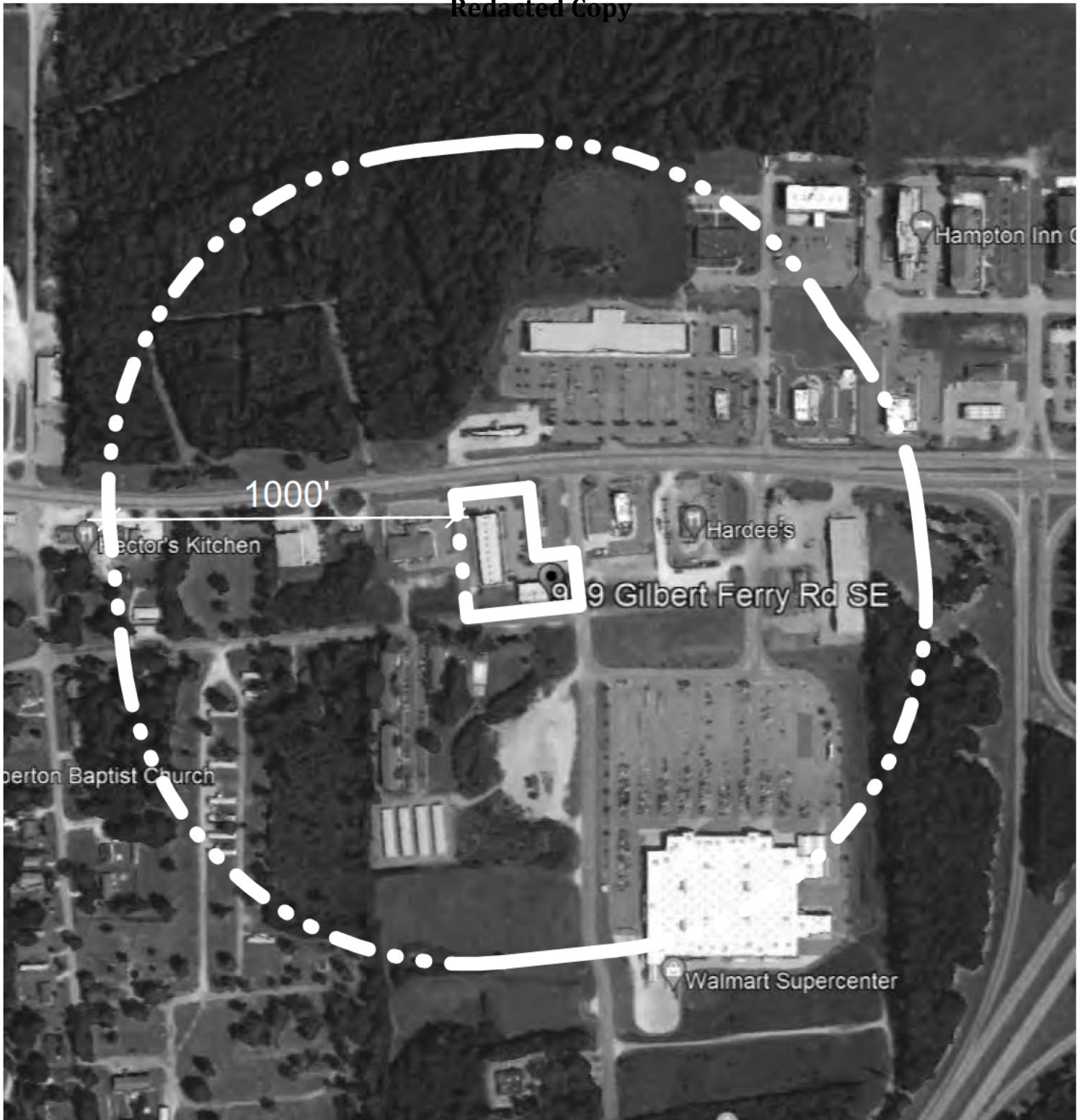
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DATE  
12/28/22

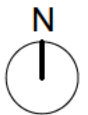
SCALE  
1" = 400'-0"

These drawings were prepared by an architect licensed in the state of Ohio. These drawings are for conceptual use only and not to be used for construction.





Per the Alabama Medical Cannabis Commission Rules and Regulations the property located at 959 Gilber Ferry Road SE, Attalla, Alabama, 35954 is at least 1,000 feet from any school, day care, or childcare facility as described in section 583-x-8-.04.



NOT FOR CONSTRUCTION

**GP6 WELLNESS LLC**

959 GILBERT FERRY RD. SE ATTALLA,  
ALABAMA 35954

33.996170 LATITUDE, -86.095479 LONGITUDE

DATE  
12/28/22

SCALE  
1" = 400'-0"

These drawings were prepared by an architect licensed in the state of Ohio. These drawings are for conceptual use only and not to be used for construction.











































































































































# CITY OF BIRMINGHAM

Department Of Planning, Engineering & Permits  
710 North 20<sup>th</sup> Street  
City Hall | Room 210  
Birmingham, Alabama 35203



**PUTTING PEOPLE FIRST**

RANDALL L. WOODFIN  
MAYOR

KATRINA THOMAS  
DIRECTOR

14 December 2022

GP6 Wellness LLC

**RE: 505 Cahaba Park Cir (Unit 525) Birmingham, AL 35242 PID# 012800253000002004**

**ZCL#2022-00188**

To Whom It May Concern:

The property located at 505 Cahaba Park Circle (Unit 525) is zoned C-2, General Commercial District. Properties to the south, east and west are also zoned C-2. Property to the north is outside the Birmingham City limits. The property is located in the Overton Neighborhood and Council District 2. According to the City of Birmingham's Geographic Information System (GIS), the property is not located in a regulated floodplain. The property is located in the US Highway 280 Overlay District.

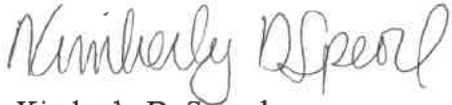
A Medical Cannabis Dispensary is permitted with conditions in this zoning district. The conditions include:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

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This letter is only to confirm zoning information for the location provided in your request but does not verify that the location meets the spacing required for a dispensary. This letter does not approve the use of the medical cannabis dispensary at the above-mentioned address. All medical cannabis related uses in the City of Birmingham must be approved by the Alabama Medical Cannabis Commission and shall comply with the Rules and Regulations of the Alabama Medical Cannabis Commission.

Sincerely,



Kimberly D. Speerl  
Zoning Administrator

RECOMMENDED BY: THE MAYOR AND  
THE PUBLIC SAFETY COMMITTEE

SUBMITTED BY: THE CITY ATTORNEY

**ORDINANCE NO. 22-142**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BIRMINGHAM, PURSUANT TO ALA. CODE, 1975, § 20-2A-51(c).**

**WHEREAS**, the Darren Wesley “Ato” Hall Compassion Act, codified at Ala. Code, 1975, § 20-2A-1, et seq. (the Act), authorizes the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

**WHEREAS**, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See §§ 20-2A-50 – 20-2A-68, Code of Alabama); and,

**WHEREAS**, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Ala. Code, 1975, § 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and,

**WHEREAS**, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission’s discretion, before the issuance of licenses on or after July 10, 2023; and,

**WHEREAS**, the number of licenses for dispensary facilities to be issued by the Commission is limited as follows:

Integrated Facilities – up to 5 licenses; each licensee authorized up to 5 dispensing sites located in separate counties

Dispensary – up to 4 licenses; each licensee authorized up to 3 dispensing sites located in separate counties

## Redacted Copy

**WHEREAS**, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

**WHEREAS**, the health care industry is a highly valued segment of the City of Birmingham's economy and includes world-renown health care resources, including hospitals, clinics, education, and research facilities and the valued professionals and support staff who care for patients from within the state, the nation, and from abroad; and,

**WHEREAS**, the operation of a medical cannabis dispensary within the corporate limits of the City of Birmingham will further expand opportunities for the City's flourishing health care industry and provide new options to care for patients with qualifying medical conditions; and,

**WHEREAS**, the operation of a medial cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and,

**WHEREAS**, the Council of the City of Birmingham finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Birmingham, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

**NOW THEREFORE, BE IT ORDAINED** by the Council of the City of Birmingham as follows:

### **SECTION 1.**

- (a) The operation of medical cannabis dispensaries within the corporate limits of the City of Birmingham is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Ala. Code, 1975, § 20-2A-51(c)(3).
- (b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Birmingham shall comply with the Commission's strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Birmingham.
- (c) This ordinance shall be interpreted with respect to the Darren Wesley "Ato" Hall Compassion Act, Ala. Code, 1975, § 20-2A-1, et seq. and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

### **SECTION 2.**

A certified copy of this ordinance shall be submitted within seven days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Ala. Code, 1975, § 20-2A-51(c)(2). The City Clerk and the Director of the Department of Innovation and Economic Opportunity may cooperate to ensure and record the submittal of the ordinance.

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**SECTION 3. SEVERABILITY.** The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, such determination shall not affect any other part of this ordinance.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall be effective when published as required by law.



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No29pep16kds.O1

Submitted by Valerie Abbott, Chair, PLANNING AND ZONING COMMITTEE

Case No. ZAC2022-00016

## ORDINANCE NO. 22-162

**BE IT ORDAINED** by the Council of the City of Birmingham as follows:

**SECTION 1. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 1: General Provisions and Definitions; Article II: Definitions; Section 1: Generally, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

### *Article III. Definitions.*

#### **Section 1. Generally.**

For the purpose of this Ordinance, certain terms and words are hereby defined. Any word used in this Ordinance not defined in this section will be defined by using "Webster's II New College Dictionary". Words used in the present tense shall include the future; the singular number shall include the plural and plural the singular; the word "building" shall include the word "structure" and the word "shall" is mandatory and not optional.

1. **Abutting.** Any property touching or sharing a common boundary. This term shall not be deemed to include parcels that are across a public street or right-of-way from each other.
2. **Accessory Structure.** Any subordinate structure that is incidental to the principal use of the premises and is located on the same lot as the related main use.
3. **Accessory Use.** Any use that is subordinate and incidental to the principal use of the premises.
4. **Adjacent.** Any property that is abutting or separated by a right-of-way.
5. **Adult.** A person 18 years of age or older.
6. **Adult Establishment.** Any "adult bookstore," "adult cabaret or dancing establishment," "adult motion picture theater," or any commercial establishment which presents material or exhibitions distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined below for observation by patrons therein.

#### **Specified anatomical areas.**

- (1) Less than completely and opaquely covered human genitals, pubic region, buttock,

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and female breast below a point immediately above the top of the areola; and

- (2) Human male genitals in a discernible turgid state, even if completely and opaquely covered.

### **Specified sexual activities.**

- (1) Human genitals in a state of sexual stimulation or arousal;
  - (2) Acts of human masturbation, sexual intercourse or sodomy; and
  - (3) Fondling or other erotic touching of human genitals pubic region, buttocks, or female breast.
- a. **Adult bookstore.** An establishment having, as a substantial portion of its stock in trade available for purchase or rental, books, magazines, and other periodicals, novelty items, cassette tapes, videotapes, DVDs or films which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas", as defined above, or an establishment with a segment or section devoted to the sale, rental or display of such material.
  - b. **Adult cabaret or dancing establishment.** A cabaret or dancing establishment which regularly features live performances that are characterized by the exposure of "specified sexual activities" or by "specified anatomical areas," as described above.
  - c. **Adult motion picture theater.** An enclosed building used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas," as defined above, for observation by patrons therein.
  - d. **Adult Studio.** Any building or land used for the production of adult entertainment media, such as, video, webcams, webchat, or any other internet based adult entertainment that is used for the purpose of delivering adult entertainment to any audience via the internet or by any other means.
7. **Alabama Medical Cannabis Act or Medical Cannabis Act.** Alabama Act No. 2021-450, 2021 Regular Session of the Alabama Legislature, codified at Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and which may also be cited as "the Darren Wesley 'Ato' Hall Compassion Act".
  8. **Alabama Medical Cannabis Commission or AMCC.** The state agency established by Ala. Code, 1975, § 20-2A-20, et seq., as now or hereafter amended, to regulate the medical cannabis industry in Alabama.
  9. **Alabama Medical Cannabis Commission Rules or AMCC Rules.** Administrative rules promulgated by the AMCC pursuant to the Medical Cannabis Act at Title 538 of the Alabama Administrative Code, as now or hereafter amended.
  10. **Alley.** A public right-of-way providing access to the back or side of a premises that has primary frontage on a street.
  11. **Amphitheater.** Any premises or outdoor structure specifically designed and used as a place of assembly for purpose of entertainment.

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12. **Amusement (indoor).** The provision of entertainment or games of skill that is wholly enclosed in a building, such as bowling alleys, skating, billiards and pool halls, theaters, arcades, and similar types of amusement operations.
13. **Amusement (outdoor)** The provision of entertainment or games of skill where any portion of the activity takes place outside of a building, such as a stand-alone golf driving range, archery range, miniature golf course, or similar types of amusement operations. This use does not include a stadium, automotive or other types of racetracks, vehicular related activities or similar or related activities, or any uses listed within the Planned Recreational District (PRD) zoning district.
14. **Animal Boarding Facility.** Any building used for the temporary, indoor overnight boarding, care and grooming of domesticated dogs and cats.
15. **Animal Day Care.** Any building designated or arranged for the daytime care and grooming of domesticated dogs and cats. Does not include overnight boarding.
16. **Animal Kennel.** Any building(s), outdoor animal run or land designated or arranged for the care, breeding, boarding, training, or selling animals, primarily, but not limited to domesticated dogs and cats, whether by owners of such animals or by persons providing facilities and care, but shall not apply to the keeping of animals in a pet store, a laboratory for scientific or experimental purposes or in a veterinary establishment for the purpose of observation and/or recovery necessary to veterinary treatment.
17. **Apiary.** Any premises where bees are kept in hives or colonies for the production of honey.
18. **Appliance Repair.** Any building used for the repair of large appliances such as washing machine, refrigerator, and other similar items.
19. **Arena.** A large building with tiers of seats for spectators at sporting, entertainment or other recreational events.
20. **Automobile/Light Truck/Repair.** Any building used for the general repair or reconditioning of automobiles and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of automobiles, in whole or in part.
21. **Automobile Parking.** The use of property for parking or storage of operable automobiles and light trucks on a temporary basis. Such parking shall be for the use of licensed vehicles only and is not intended to include merchandise, vehicles for sale or vehicle repair.
22. **Automobile Sales.** A retail business which sells automobiles that is primarily housed in a structure and characterized by a mixture of secondary supporting uses; however, the principal

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use of the site shall be the marketing and outside display of automobiles, whether by sale, rental, lease or other commercial or financial means. Secondary supporting uses may include on-site facilities for the repair and service of automobiles previously sold, rented, or leased by the dealership. No visibly disabled vehicles shall be stored on the premises.

23. **Automobile Service.** Any building used for the replacement of any part, or repair of any part, to an automobile that does not require removal of the engine head or pan, engine transmission or differential, including, but not limited to oil change and lubrication, cooling, electrical, fuel and exhaust systems, wheel alignment and balancing, brake adjustment, relining and repairs, mufflers, batteries, tire services and sales, shock absorbers, installation of stereo equipment, car alarms or cellular phones, dispensing of gasoline and motor fuels at retail , but excludes dismantling, rebuilding, reconditioning, or salvage of automobiles, in whole or in part.
24. **Bakery, Retail.** Any building used to produce and sell, to the general public, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes. Retail bakeries may have seating areas for customers where retail items can be purchased and consumed.
25. **Bakery, Wholesale.** Any building used to produce and sell at wholesale, to retailers, baked goods including but not limited to bread, pies, bagels, pastries, cakes and cupcakes.
26. **Bar.** Any building where liquor, beer or wine or any combination are served for consumption on the premises, with or without food.
27. **Bed and Breakfast Inn.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation.
28. **Bed and Breakfast Inn, Historic.** A premises where overnight accommodations and a morning meal in a dwelling unit provided to transient guests for compensation within an owner-occupied dwelling in a local historic district or other historically significant structure.
29. **Block-face.** All the properties abutting one side of a street and lying between the two nearest intersecting streets or between the nearest intersecting street and any railroad right-of-way, unimproved land, watercourse or City boundary.
30. **Brewery.** Any building used for the production of beer that manufactures more than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.
31. **Brewery, Micro.** Any building used for the production of beer that manufactures less than 40,000 barrels per year, with a barrel containing 31 U.S. liquid gallons. A micro-brewery, actively and continuously engaged in the manufacture of alcoholic beverages on the

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manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only the premises where manufactured.

32. **Brew Pub.** An establishment, meeting the qualifications of a brew pub under the State alcoholic beverage control laws in Title 28, Chapter 4A of the Code of Alabama 1975, as amended, where beer is actively and continuously manufactured or brewed, in a quantity not to exceed 10,000 barrels in any one year, for consumption on the premises or for sale to any designated wholesaler licensee for resale to retail licensees; and which contains a restaurant or otherwise provides food for consumption on the premises.
33. **Buffer.** An area located at the perimeter of the lot containing landscaping, berms, walls or fences that screen uses on adjacent properties from those uses occurring on the subject property.
34. **Building.** Any structure having a roof supported by columns and enclosed by walls designed or built for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind.
  - a. **Liner Building.** A building which is at least 24 feet deep, measured from the frontage façade, and masks a parking lot or parking structure from the frontage.
35. **Building Height.** The vertical distance from the grade level at the front façade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height between eaves and ridge for gable, hip and gambrel roofs.
36. **Bus Station.** A structure or building where City or intercity mass transit stops to pick up and drop off passengers. It is larger than a bus stop; bus station may include a terminal station for a number of routes, or a transfer station where the routes continue.
37. **Business Service.** The provision of services required for the day-to-day operation of a business such as, but not limited to, consulting service, photocopy or office supply.
38. **Business Service with Distribution.** The provision of business services that includes the warehousing and distribution of packages.
39. **Cannabis.** All parts of any plant of the genus cannabis, whether growing or not, including the seeds, extraction of any kind from any part of the plant, and every compound, derivative, mixture, product, or preparation of the plant; but excluding industrial hemp or hemp regulated under Ala. Code, 1975, § 2-8-11, as now or hereafter amended, and also excluding cannabis that is cultivated, processed, transported, stored, possessed, or used outside the Statewide Seed-to-Sale Tracking System (i.e., illicit cannabis), including but not limited to cannabis that once was included within and/or intended for placement on the Statewide Seed-to-Sale Tracking System (i.e., diverted cannabis).
40. **Car Wash, Automated.** A building or portion thereof containing facilities for washing

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passenger vehicles, using production-line methods with a chain conveyor, blower, steam cleaning device or other mechanical devices within a partially enclosed structure.

41. **Car Wash, Manual.** A building or portion thereof containing facilities for washing passenger vehicles by manually operated high-pressure wands and operations that are done by hand such as auto detailing.
42. **Chicken Coop.** A building where domesticated hens are kept and the fenced area around the coop, called a run.
43. **Child.** A person under 18 years of age.
44. **Child/Adult Care.** The provision of care for individuals, who are not related to the primary caregiver, for less than 24 hours per day. These following classes are referenced:
  - a. **Accessory Child/Adult Care Center.** A facility or licensed agency that provides for the care of children or adults for periods of less than 24 hours a day and is accessory to primary use of the lot.
  - b. **Adult Care Center.** A building or structure wherein an agency, association, organization, person or group of persons, whether established for financial gain or otherwise, regularly provides care for three or more adults.
  - c. **Child Care Center.** A facility or licensed agency that provides for the care of thirteen or more children for periods of less than 24 hours a day.
  - d. **Department of Human Resources (DHR).** State of Alabama or Jefferson County Department of Human Resources.
  - e. **Family Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than six children and is licensed as a Family Day / Night Care Home by DHR.
  - f. **Family Group Day/Night Care Home.** A child care facility which is the family home in which the operator resides and which receives not more than twelve children, and is licensed as a Family Group Day / Night Care Home by DHR.
  - g. **Substitute/Alternate.** A person employed by an adult or child care provider on a part-time basis who is available to act as a care giver in the absence of the operator.
  - h. **Zoning Certificate of Operation.** A certificate of operation, issued by the Department authorizing the operation of a child or adult care facility within the City.
45. **Clinic.** A facility for examining and treating patients with medical, addictive, mental or physical problems on an outpatient basis, including ambulatory care or similar medical services that require a stay of less than 24 hours.
46. **Cold Frame.** An unheated outdoor structure with a glass or clear plastic top that protects seedlings and plants from the cold.
47. **College or University.** An institution of higher education offering undergraduate or

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postgraduate degrees.

48. **Commercial Vehicle.** A commercial vehicle is any motor vehicle that has a capacity greater than one-ton or trailer over 14 feet such, but not limited to a truck, box truck, semi-truck, van, limousine, wrecker, coach or bus.
49. **Communal living facility.** Facilities in which four or more unrelated persons reside, including Assisted Living Facility, Boardinghouse, Nursing Home, Rehabilitation Facility, Sheltered Care Home, Transitional Home. Communal Living Facilities do not include child foster care facilities or facilities located in multi-family districts that are used for housing the mentally handicapped or mentally ill, where there are no more than 10 such people plus 2 unrelated persons to either the occupants of the facility or to each other. (Code of Alabama 11-52-75.1 and Board Case No. 84-95)
  - a. **Assisted living facility.** Residencies for the frail elderly that provide rooms, meals, personal care, and supervision of self-administered medication. They may provide other services such as recreational activities, financial services and transportation.
  - b. **Boardinghouse.** A dwelling, or part thereof, in which for compensation lodging and meals are provided for four or more persons.
  - c. **Nursing home.** A home for the aged or infirm in which four or more persons not of the immediate family are received, kept or provided with food and shelter or care as part of convalescence, rehabilitation or hospice for compensation; but not including hospitals, clinics or similar establishments devoted primarily to the diagnosis and treatment of the sick or injured.
  - d. **Rehabilitation Facility.** A building used for the provision of treatment for addictive, mental or physical disabilities for 24 hours a day to four or more persons.
  - e. **Transitional home.** A facility in which four or more individuals live for a short period while receiving social psychological or similar therapy or counseling excluding jails, prisons, and other correctional institutions.
  - h. **Sheltered Care Home.** A dwelling for the sheltered care of persons with special needs, which, in addition to providing food and shelter, may also provide some combination of personal care, social or counseling services, and transportation.
50. **Community Garden.** A property used for cultivation and harvesting, for useful and productive purposes, food crops and/or ornamental crops for personal use, donation off-premise sale or on-premise sale in residential districts when a special exception is granted by the Board.
51. **Composting Facility (Solid Waste Treatment Facility).** A commercial or public solid waste processing facility where yard or garden waste, manure and other putrescible materials are transformed into soil or fertilizer by biological decomposition.
52. **Conditional Use.** A use or occupancy of a structure, or a use of land, permitted only upon review and approval of a site plan and subject to the limitations and conditions specified in Chapter 4, Article II of this Ordinance.

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53. **Condominium.** The form of ownership of real or personal property or a combination thereof under a declaration providing for ownership of units of the property by one or more owners together with an undivided interest in common and limited common elements.
54. **Conservation Subdivision.** A residential development wherein a portion of the site is preserved as permanent undisturbed natural area, to continuously protect, environmental features. Conservation subdivisions are characterized by clustering of homes, reduced lot sizes, and provision of an undisturbed natural area to enable the preservation and maintenance of environmental features.
55. **Construction.** Is the development of physical improvements on a site such as, but not limited to, water and sewer lines, footings, and/or foundations. Clearing, grading, the storage of building materials or the placement of temporary structures on a site shall not constitute beginning construction.
56. **Contractor Yard.** The construction and incidental storage activities performed by construction contractors on lots other than construction sites.
57. **Convenience Store.** A retail establishment selling primarily food products household items, newspapers, and magazines, candy, and beverages and in which gasoline and other motor fuels, are dispensed at retail, by use of fixed approved dispensers. Convenience stores may include an automated car wash for washing one automobile at a time, within an enclosed building.
58. **Convention Center.** Any building designed and used to accommodate 1,000 or more persons and used for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including food and beverage preparation and service for on-premise consumption.
59. **Cottage Development.** A grouping of single-family dwellings clustered around a common area, in which not all lots front on a public street and is provided access by a shared driveway or alley.
60. **Country Club/Golf Course/Swim or Tennis Club.** A public or private establishment operated for the purpose of playing golf, swimming or playing tennis that may include an accessory office, retail pro shop, restaurant, banquet facilities, lounge, golf driving range, caretaker's dwelling unit, and golf/tennis academy.
61. **Dairy, Factory.** A building where raw milk is processed into milk, butter, yogurt, cheese or other dairy product.
62. **Dairy, Farm.** Any premises where milk is harvested from cows.
63. **Director.** The Director of the Department of Planning, Engineering and Permits of the City



of Birmingham, or his designee.

64. **Distillery.** Any building used for the production of liquor in quantities exceeding 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. A distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
65. **Distillery, Artisanal.** Any building used for the production of liquor in quantities not to exceed 1,000 barrels per month, with a barrel containing not more than 55 U.S. liquid gallons. An artisanal distillery, actively and continuously engaged in the manufacture of alcoholic beverages on the manufacturer's licensed premises, may conduct tastings or samplings on the licensed premises, and for that purpose give away or sell alcoholic beverages manufactured there for consumption on only one premises where manufactured.
66. **District.** A classification for which the zoning regulations governing the use of buildings and premises, the height and location of buildings, the size of yards, and the intensity of use are compatible.
67. **Donation Box.** A temporary accessory structure placed by a non-profit in a side or rear yard of certain commercial and industrial districts to collect clothing and other household items.
68. **Donation Center.** A facility located on the premises of a principal institutional use where donated items including clothing, furniture, house wares, small electrical appliances, household textiles, toys, and other small household items are collected.
69. **Dressmaker/Tailor/Millinery.** An establishment for producing clothing and hats for individuals at retail only.
70. **Drive-In/Drive-Through.** Any establishment where services are rendered or items are sold, for consumption on-site or off-site, and orders are made from a car to a server at a window, or via a speaker and receiver, or via an automated device.
71. **Driving Range, Free-Standing.** A facility equipped with distance markers, clubs, balls, and tees for practicing golf drives and putting, and which may include a snack-bar and pro-shop, but excludes miniature golf courses and "putt-putt" courses.
72. **Dwelling, Accessory.** One or more rooms located within an accessory structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family. Accessory dwellings are subject to conditions listed in Chapter 4, Article IV, Section 2, Item B.
73. **Dwelling, Caretaker.** A residence, incidental to a principal use, for an on-site manager, security guard or caretaker employed on the premises.

74. **Dwelling, Single-Family Detached.** A building containing one dwelling unit and that is not connected to any other dwelling or principal building and designed for or occupied exclusively by one family.
75. **Dwelling, Townhouse.** A building on its own recorded lot connected to another primary structure occupied exclusively by one family that is attached by common walls to a like building. See Chapter 4, Article II, Section 2.
76. **Dwelling, Duplex, Triplex, Quadplex.** A building divided horizontally or vertically containing two, three or four dwelling units respectively on one lot where each unit independently supports one family.
77. **Dwelling, Multiple-Family.** A building containing five or more dwelling units.
78. **Dwelling Unit, Other.** One or more rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating purposes that supports only one family.
79. **Electronics Repair.** Any building used for the repair of small electronics such as personal computers, phones, and other small electronics.
80. **Event Center.** Any building where the primary use is staging of temporary events, and may be operated by a vendor for the purpose of renting space for private functions.
81. **Façade.** That portion of any exterior elevation on a building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.
82. **Family.** One or more persons occupying a dwelling and living as a single housekeeping unit, all of whom or all but two of whom are related to each other by birth, adoption or marriage as distinguished from a group occupying a communal living facility.
83. **Farmer's Market.** Premises where outdoor sales sanctioned by the State of Alabama Farmer's Market Authority, consisting of whole uncut produce, ornamental crops and value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts and handmade art and crafts.
84. **Fence or Wall.** A structure, solid or otherwise, erected, placed, or constructed on a property, which is intended to be a barrier, boundary, enclosure, privacy feature, or decorative item. It is characteristic of such an item that it is normally a separate "stand-alone" structure, erected along the perimeter (or close to the perimeter) of a property.
85. **Financial Institution.** Any building, room, space or portion thereof where an establishment provides a variety of financial services, and are limited to, federally insured banks, credit

unions, and mortgage companies.

86. **Fitness Center.** A building and premises containing recreational facilities such as gymnasiums, swimming pools or playing fields that is available to the membership of a club.
87. **Flea Market.** Premises where outdoor sales consisting of individual stalls used for selling various types of merchandise such as used household items, and cut-rate goods.
88. **Fraternity/Sorority House.** Living quarters that may be used for gathering or entertaining for private social organizations serving students of colleges or universities and located on the campus as depicted on the approved master plan of the college or university.
89. **Frontage.** The area between a building frontage façade and a path, passage, waterbody, civic space, or the curb (or if there is no curb, the edge) of the vehicular lanes of a thoroughfare having vehicular lanes, inclusive of the built and planted components of such area. Frontage is divided into private frontage and public frontage.
90. **Frontage Façade.** A façade that is set along a frontage line.
91. **Frontage Façade Void Area.** The area of a frontage façade not comprised of walls; including windows, doors and other openings in the wall. Frontage façade
92. **Funeral Home.** A building designed for the purpose of furnishing funeral supplies and services to the public and includes facilities for the preparation of the human body for interment and/or cremation.
93. **Furniture Store.** A retail store where furniture is displayed, stored and offered for sale.
94. **Garage, private.** An accessory building or part of a principal building designed or used for the storage of motor-driven vehicles owned and used by the occupants of the building to which it is accessory.
95. **Garage Sale/Yard Sale.** A sale of personal property by homeowner or occupant of real property.
96. **Grade Level.** For buildings the average level of the finished ground surface at the front façade of a building. For signs, trees, landscaping and light fixtures, the level of finished ground surface at the base of the sign, tree, plant or fixture.
97. **Greenhouse/Hoophouse.** A temporary or permanent structure where plants are cultivated and that is typically made of, but not limited to, glass, plastic, piping, translucent plastic or fiberglass.
98. **Greenway.** An open space conservation area that provides passive recreational

opportunities, pedestrian and/or bicycle paths, and/or the conservation of open spaces or natural areas.

99. **Gross Floor area.** The gross horizontal areas of all floors, measured from the exterior faces of the exterior walls of a building, and any outdoor seating area or patio used by restaurants or bars.
100. **Heavy Equipment Sales and Service.** The retail or wholesale sale or rental of heavy motorized vehicles or equipment, along with service, repair or maintenance such as, but not limited to construction equipment rental yards, tractor-trailers, semi-trailers, buses, and farm equipment.
101. **Heliport.** Any premises used for landing helicopters for loading and unloading of occupants of the aircraft, excluding maintenance and fueling.
102. **Home Improvement Store.** The retail sale of a diverse range of hardware and related materials generally used in the maintenance, repair or construction of buildings or other structures, including lawn and garden supplies, and may include outside display of finished product or packaged materials.
103. **Home Occupation:** An activity carried out for financial gain by a resident, with an approved business license from the City, and conducted entirely within the resident's dwelling unit. Home occupations are accessory, incidental, and secondary to the use of the building for dwelling purposes and does not change the essential residential character or appearance of such building.
104. **Hospital.** Any institution, building or other premises established for the maintenance, observation, medical or dental care and supervision and skilled nursing care of persons suffering from sickness, disease or injury or for the convalescent or chronically ill persons.
105. **Hotel/Motel.** An establishment offering sleeping accommodations to guests. Hotels may include, as an integral part of operations, a restaurant, bar, conference rooms, banquet or ballrooms, gift shop, recreation facility and a caretaker dwelling.
106. **Internment, Cemetery.** Any land used for the interment of the dead which may include buildings for the purpose of preparing the dead for interment or cremation and structures such as mausoleums and columbariums.
107. **Internment, Columbarium.** A structure designed to store the ashes of human remains that have been cremated, in niches or cinerary urns.
108. **Internment, Mausoleum.** A building or other structure used as a place for the interment of the dead in sealed crypts or compartments.

109. **Junkyard, general.** A premises used for the outside storage or placement of used and/or damaged materials and items.
110. **Junkyard, vehicular.** A premises used for the outside placement, storage, parking, dismantling, or disassembling of any disabled or inoperable vehicles, or parts thereof, including, but not limited to motors, tires, wheels, axles, transmissions and other accessories.
111. **Landfill.** A method of compaction and earth cover of solid wastes that does not contain garbage or other putrescible wastes, including, but not limited to, tree limbs and stumps, demolition materials, incinerator residues, and like materials not constituting a health or nuisance hazard, such as hazardous waste or medical waste, where cover need not be applied on a per day used basis.
112. **Landfill, Sanitary.** A controlled area of land upon which non-hazardous and non-medical farm, residential, institutional, commercial or industrial solid waste is deposited and is covered with compacted earth each day as deposited, with no on-site burning of wastes, and so located, contoured, and drained that it will not constitute a source of water pollution as determined by the Alabama Department of Environmental Management (ADEM).
113. **Landscape Plan.** A document, prepared by an Architect, Landscape Architect or other design professional with special knowledge of landscaping standards, that depicts location, character and extent of landscaping, and shall include plant location, corresponding plant schedule, planting instructions, and must include a combination of shrubs, trees and ground cover.
114. **Laundry Plant.** Any building or structure in which articles of clothing and goods are subjected to the process of dry cleaning, and pressing of such articles.
115. **Legal Non-conforming use.** The use of any building or land which was lawful prior to the adoption or amendment of this Ordinance or does not conform to the amendments of this Ordinance or to the present requirements of the applicable district, or a use that has been granted resumption of legal non-conforming use by the Zoning Board of Adjustment (Board), but that is in compliance with Chapter 9, Article VII.
116. **Livestock Barn.** Any structure or premises used for the boarding, breeding and/or raising of domestic livestock (excluding swine, sheep and goat), whether by owners of such animals or by persons providing facilities and care.
117. **Lot.** A plot, unit, or other portion of land in a subdivision or plat of land, having its principal frontage on a street, except that cottage subdivisions may have a portion of the units face interior common area and up to 20 percent of lots in character districts may have frontage on a path or passage if such lots have legal and physical vehicular access to a vehicular thoroughfare via driveway or easement, separated from other such portions by description on a record of survey map, for the purpose of ownership, sale, occupancy, use, construction or development, separate from other lands.

118. **Lot, corner.** A lot abutting upon two or more streets at their intersection.
119. **Lot, through.** A lot other than a corner lot abutting two streets.
120. **Lot of record.** A lot recorded in the office of the probate judge in the county where it is located prior to the adoption of subdivision regulations. If a portion of a lot or parcel has been conveyed prior to adoption of subdivision regulations, the remaining portion of such lot shall also be considered a lot of record.
121. **Lot width.** The width of the lot at the front building setback line.
122. **Manufactured Home.** A pre-fabricated dwelling unit that must have a Federal Manufactured Home Construction and Safety Standards label, a HUD label of approval and manufactured date later than June 15, 1976, and an Alabama Manufactured Housing Commission insignia and date plate.
123. **Manufacturing, Heavy.** The manufacture or compounding process of raw materials. These activities or processes may necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process, and may generate dust, odor, heat, glare and vibration. These activities may involve outdoor operations as part of their manufacturing process. Typical heavy manufacturing uses include but are not limited to: concrete batch plants; concrete, tile, or brick manufacturing; automobile, truck, and tire assembly; ammonia or chlorine manufacturing; metal casting or foundries; gas manufacturing; grain milling or processing; metal or metal ore production, refining, smelting, or alloying; petroleum or petroleum product refining; boat, pool and spa manufacturing; slaughtering of animals; glass manufacturing; paper manufacturing; manufacturing of raw materials into compost, and wood or lumber processing.
124. **Manufacturing, Light.** The manufacture, predominately from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales and distribution of such products, but excluding basic industrial processing. These activities do not necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. Typical light manufacturing uses include but are not limited to: electronic goods; food and bakery products; non-alcoholic beverages; alcoholic beverages; dry cleaning plants; paper imprinting; household appliances; leather products; jewelry; food and bakery products; and clothing apparel.
125. **Manufacturing, Specialized.** Facilities engaged in the assembly, design, repair, or testing of: analyzing or scientific measuring instruments; semiconductor and related solid state devices, including but not limited to: clocks, integrated microcircuits, jewelry, medical, musical instruments, photographic or optical instruments, or timing instruments, and assembly of hand held finished products or any custom architectural or artisan industry,

characterized as light industry, that does not have an ADEM permit for pollution release or noise, odor, illumination, trucking, or other adverse impacts to surrounding uses.

126. **Market Manager.** Individual that is responsible for the operation of a Farmer's and/or Public Market.
127. **Medical Cannabis.** A medical grade product grown and processed within the State of Alabama, in one of the approved forms set forth in Ala. Code, 1975, § 20-2A-3(14), as now or hereafter amended, that contains a derivative of cannabis for medical use by a registered qualified patient pursuant to the Medical Cannabis Act and the AMCC Rules.
128. **Medical Cannabis Cultivator.** An entity licensed by the AMCC (or, as applicable, the Department of Agriculture and Industries) under Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, authorized to grow cannabis pursuant to the Medical Cannabis Act, the AMCC Rules, and the rules of the Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.
129. **Medical Cannabis Dispensary.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, authorized to dispense and sell medical cannabis at dispensing sites to registered qualified patients and registered caregivers pursuant to the Medical Cannabis Act and the AMCC Rules.
130. **Medical Cannabis Integrated Facility.** An entity licensed under Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, authorized to perform the functions of a cultivator, processor, secure transporter, and dispensary pursuant to the Medical Cannabis Act and the AMCC Rules.
131. **Medical Cannabis Processor.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, authorized to purchase cannabis from a cultivator and extract derivatives from the cannabis to produce a medical cannabis product or products for sale and transfer in packaged and labeled form back to the contracting cultivator, if applicable, or to a dispensary site or integrated facility where the packaged and labeled product may be offered for sale at a dispensary site to holders of a valid, unrevoked and unexpired Medical Cannabis Card, pursuant to the Medical Cannabis Act and the AMCC Rules.
132. **Medical Cannabis Secure Transporter.** An entity licensed by the AMCC under Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, authorized to transport cannabis or medical cannabis from one licensed facility or site to another licensed facility or site pursuant to the Medical Cannabis Act and the AMCC Rules.
124. **Medical Cannabis State Testing Laboratory.** An entity licensed under Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, authorized to test cannabis and medical cannabis to ensure the product meets safety qualifications and efficacy requirements pursuant to the Medical Cannabis Act and the AMCC Rules.

125. **Medical Lab.** A facility for analytic or diagnostic research or investigation of a medical nature on blood, tissue, or other human or animal components, but not for the production of a product.
126. **Mini-storage Warehouse.** A building or group of buildings containing separate, individual spaces available for lease or rent for storage purposes only.
127. **Mixed-Use Development.** Premises that integrates a combination of retail, office, residential, hotel, recreation or other function.
128. **Mobile Grocery Store.** A motorized vehicle, trailer, or other portable unit drawn by a motorized vehicle from which food items are sold or distributed. The mobile grocery store may not exceed 26 feet in length. No preparation or assembly of food items or beverages may take place from the unit. Food items may include fresh fruit, vegetables, meat, dairy, pantry staples, or small household items. A mobile grocery store shall not be allowed to operate in the City's right-of-way without authorization or permission from the City.
129. **Motor Freight, Distribution.** Facilities engaged in the shipment of goods from shippers to receivers for a charge including the services of other transportation establishments to effectuate delivery.
130. **Nursery.** Any premises used for the retail and wholesale sale of plants grown on or off site, as well as accessory items such as clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels, but not power equipment such as lawnmowers or tractors.
131. **Office.** A room or group of rooms where the principal use is conducting the affairs of a business, profession, service, industry or government and generally furnished with desks, tables, files and communication equipment.
132. **Office, Institutional.** Any building used as an office for charitable non-profit organizations that may hold meetings on a regular basis, and charity events on a temporary basis.
133. **Office, Leasing/Sales.** The use of a unit or dwelling as a leasing and or sales office for other units solely within that development.
134. **Office Warehouse.** Any building used for the combined uses of office and warehouse, where the office function is the principal use (at least 60% of the gross floor area) of the building, for the primary purpose of wholesale trade, display, and distribution of products.
135. **Off-Premise Sign.** Any permanent or temporary sign which directs the attention of the general public to a business, service, product or activity not conducted, offered or sold as a major portion of business upon the premises where such sign is located.
136. **Open Space.** Land not covered by man-made impermeable surfaces, parking or buildings,



other than recreational structures, pools, or stormwater facilities, which may be landscaped or preserved in a natural state for private use of owners or guests, or for public access as may be required by the provisions of these regulations or the zoning ordinance.

137. **Opioid.** An opioid is a class of addictive narcotic drugs that are often prescribed for severe pain relief but also are frequently used (and abused) illegally to create euphoric states of consciousness. Common types of opioids are heroin, codeine, and morphine.
138. **Opioid Replacement Therapy Treatment Facility.** Any operation that has received a Certificate of Need from the State Health Planning and Development Agency of Alabama to operate a facility to prescribe and/or dispense opioid replacement drugs and offer therapy to individuals and groups as a part of a treatment program. These opioid replacement drugs generally include, but not limited to, methadone, naloxone, naltrexone, and similar types of opioid receptor agonists.
139. **Public Market.** Premises where outdoor sales consisting of whole uncut produce, ornamental crops, value-added agricultural products such as baked goods, jams and jellies, pickles and relish, dried fruits, syrups and honey, eggs, meat, nuts, handmade art and crafts and unique local goods. Sales of used clothing, mass produced items and appliances are prohibited.
140. **Park.** Any facility or property specifically designated as a park, natural area or recreation area that is used for recreational uses or predominately kept in a natural state.
141. **Pawnshop.** Any building or portion thereof where a pawnbroker is engaged in lending money on the security of pledged goods left in pawn, or in the business of purchasing personal property to be left in pawn on the condition it may be redeemed by the seller for a fixed price within a fixed period of time, as regulated by Title 5, Chapter 19A of the Code of Alabama.
142. **Payday Loan (Deferred Presentment) Business.** A business that, in accordance to the requirements and restrictions listed in Chapter 18A of Title 5 of the Code of Alabama (Alabama Deferred Presentment Services Act), involves a transaction pursuant to a written agreement involving the following combination of activities in exchange for a fee: (1) accepting a check or authorization to debit a checking account and, in connection with that acceptance, advancing funds to the checking account holder; and (2) holding the check or authorization to debit the checking account for a specified period of time.
143. **Personal Care Services.** Services such as, spas, tanning salons, beauty and barber care, and dry cleaning and laundry services not to include a laundry plant.
144. **Personal Instruction.** Services for training individuals or groups in the arts, dance, personal defense, crafts or other subjects of a similar nature.
145. **Place of Worship.** Any structure or site used primarily for religious practices.

146. **Power Plant.** Any structure or land used for the generation of electrical power.
147. **Premises.** A lot, parcel or acreage parcel together with all buildings and structures existing thereon.
148. **Principal Building.** A building that contains the principal use located on a premises.
149. **Principal Frontage.** With respect to corner lots, the private frontage designated to bear the address and principal entrance to the building, and the measure of minimum lot width. For corner lots, prescriptions for the location of parking in certain lot layers pertain only to the principal frontage and prescriptions for the first lot layer pertain to both frontages of a corner lot. With respect to non-corner lots, principal frontage is synonymous with frontage.
150. **Principal Use.** The main use located in a building or on a premises.
151. **Printing and Publishing.** The production and distribution of books, magazines, newspapers and other printed matter, including record pressing and publishing, and engraving.
152. **Private Club.** A building or portion thereof or premises owned or operated by a corporation, association, person or persons for a social, educational, or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.
153. **Public building.** Any building that is accessible to the public and its operation is funded from public sources.
154. **Racetrack.** Any premises or building that includes a measured course where animals or machines are entered in competition against one another or against time, including tracks that are used for drifting.
155. **Railroad Station.** A building or structure where railroad cars stop to load and un-load passengers.
156. **Railroad Yard.** The use of land, building or structure for activities directly associated with the operation of a railroad such activities may include loading and off-loading of freight, and maintenance and repair of railroad cars.
157. **Recreation Equipment Sales and Service.** The retail or wholesale sale of motorcycles, trucks and vans, recreational vehicles, boats, or similar motorized recreational equipment, along with incidental service or maintenance such as, but not limited to boat dealers, motorcycle dealers, and recreational vehicle dealers.
158. **Recycling (Recovered Materials) Collection Center.** A drop-off facility that is staffed and fenced for the temporary assemblage of small, recovered materials or recyclable consumer items, such as food and beverage containers, fabrics and paper, that has waste receptacles on

site that are open to the public.

159. **Recycling Facility (Solid Waste Treatment Facility).** A facility, other than a facility open to the public to receive household waste and recyclable material, where any method, technique, or process is utilized to separate, process, modify, convert, treat or otherwise prepare non-putrescible waste so that component materials or substances may be used or reused or sold to third parties for such purposes.
160. **Resource Extraction.** The extraction of minerals or materials, including rock crushing, screening and the accessory storage of explosives.
161. **Restaurant.** Any establishment where food is prepared and sold for consumption on-site or as take-out.
162. **Retail.** An establishment engaged in the selling or renting of goods or merchandise (usually to the general public for personal use or household consumption, although they may also serve business and institutional clients) and in rendering services incidental to the sale of such goods.
163. **Rummage Sale.** A sale of personal property or other merchandise for the express purpose of raising charitable donations for the benefit of the entity holding the sale by a place of worship, charitable, or civic organization.
164. **Salvage Yard.** Any land or building used for the storage of recovered materials for the purpose of recycling, reuse, or proper storage for future recycling or reuse.
165. **School, Business.** An enterprise offering instruction and training in a service or the arts such as secretarial, cosmetology, commercial artist, computer software, legal, and similar training, provided that such enterprise does not offer student housing or athletic facilities at the site.
166. **School, Elementary/Middle.** Any building used for public primary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium.
167. **School, High.** Any building used for public secondary instruction or a parochial or private school having a curriculum including the same courses ordinarily given in a public school that may include accessory structures such as a gymnasium or stadium.
168. **School, Trade.** Any building used for the offering of regularly scheduled instruction in technical, commercial or industrial trade skills.
169. **Scientific Lab.** A facility primarily engaged in performing physical, chemical, and other analytical testing services or investigation and experimentation of a scientific nature and other scientific research, but not for the production of a product.

170. **Scrap Metal Processor.** Any building or land used for the storage, purchase or sale of scrap metal which may include the grading, cutting, preparing, processing or refining of scrap metal for sale and shipment to industrial consumers.
171. **Shopping Center.** A group of commercial-retail establishments planned, developed, owned or managed as a unit with off-street parking provided on the property. Any out-parcel within a shopping center shall be developed under a separate site plan.
172. **Sign.** A sign is any object or device or part thereof situated outdoors or indoors which is used to advertise or identify a person, institution, organization, business, product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images. Signs do not include merchandise, pictures or models of products or services incorporated in a window display.
173. **Solar Panel, Building Mounted.** A solar energy collection device mounted to a structure.
174. **Solar Panel, Ground Mounted.** A solar energy collection device mounted to the ground.
175. **Solid Waste Transfer Facility.** Any building used to receive and temporarily store solid waste prior to being delivered to a sanitary landfill or other solid waste facility.
176. **Special Exception.** An action where permission is granted to establish that a use be allowed within a district after the Board determines that the use as proposed would not disturb public health, safety, welfare, comfort, convenience, appearance, prosperity or general welfare.
177. **Stable.** Any lot, building, structure or premises used for the boarding, breeding, training, and/or raising of horses, whether by owners of such animals or by persons providing facilities and care.
178. **Stadium.** A large open space with tiers of seating for spectators surrounding a field used for sporting, entertainment or recreational events.
179. **Story.** That portion of a building other than a cellar, included between the surface of any floor and the surface of the floor next above it, or, if there be no floor above it, then the space between the floor and the ceiling next above it.
180. **Street.** A public right-of-way for movement of motor vehicles, pedestrians or non-motorized traffic, whether identified as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however designated.
181. **Street Line.** A dividing line between a lot, tract or parcel of land and an abutting street.
182. **Street Setback.** The distance a building or structure shall be setback from a front, side or rear lot line. Street setback may be referred to as a front, side or rear setback or front, side or

rear yard.

183. **Structure.** Anything constructed or erected, the use of which requires a location on the ground or attached to something having a location on the ground, including but not limited to buildings, signs, billboards, back stops for tennis courts, fences or radio towers.
184. **Structural Alterations.** Any change in the supporting members of a building or structure, such as bearing walls, columns, beams or girders; provided, however, that the application of any exterior modernizing shall not be considered a structural alteration.
185. **Studio, Radio/TV.** A facility for the staging and recording of video or audio productions such as, but not limited to, music commercials, programs, and motion pictures. Any broadcasting antennas or satellites are subject to the regulations of Chapter 4, Article V of this Ordinance.
186. **Subdivision Committee.** A committee composed of five (5) members of the Commission authorized to hear and decide upon applications for subdivisions of land, and to advise the chief legislative body of the City on vacation of public lands and new right-of-way dedications, all such actions to be taken on behalf on behalf of the Commission.
187. **Tank Farm.** Any land or structure used for the storage of one or more aboveground large containers for the bulk storage of material in liquid, powder or pellet form. Items stored at these facilities are intended to be wholesaled to retailers, and no retailing of stored items can occur on site.
188. **Timbering.** Any premises used for the harvesting of timber.
189. **Title Loan Business.** Any business that offers a short term loan that is collateralized by the title of a vehicle in accordance with the requirements and restrictions described and detailed in Chapter 19A of Title 5 of the Code of Alabama (Alabama Pawn Shop Act).
190. **Truck Plaza.** Any building premises or land in which or upon which a business may engage in the service, maintenance or storage of commercial vehicles including dispensing of motor fuel or petroleum products directly into motor vehicles. A truck plaza also may include overnight accommodation, restaurant and truck wash facilities.
191. **Truck Repair, Heavy.** Any building or land used for the general repair or reconditioning of heavy trucks and equipment and engines, including but not limited to body, frame or fender straightening or repair, the reconditioning, repairing, sale, mounting, or installing of any used tires, painting, or upholstery work, collision repair, vehicle steam cleaning, but excluding the assembly, disassembly, dismantling or salvage of any vehicle, in whole or in part. No abandoned or inoperable vehicles shall be stored on the premises.
192. **Upholstery Shop.** Any building used for the minor repair of furniture and replacement of upholstery to household and office furnishings but does not include motor vehicle

upholstering or repair.

193. **Urban Farm, Outdoor.** An outdoor commercial farm that produces and distributes food crops, ornamental crops and other agriculture products, such as honey, either for sale on site or off site utilizing traditional farming methods, hydroponics or aquaculture.
194. **Urban Farm, Indoor.** An enclosed commercial farm that produces and distributes food crops, ornamental crops and other agriculture products for sale on site or off site utilizing hydroponics or aquaculture, and is completely enclosed within a building. Outside storage is prohibited.
195. **Utility Substation.** A facility that regulates electric current, telephone switching or natural gas pressure for distribution to individual neighborhoods.
196. **Variance.** A departure from any provision of this Ordinance for a specific parcel, except use, without changing the zoning ordinance or the underlying zoning of the parcel. A variance is intended to be granted on rare occasions, when demonstration of unnecessary hardship based on the review standards set forth in Chapter 9, Article VI in relation to other properties in the same zoning district.
197. **Veterinarian Clinic.** An enterprise for the medical treatment of animals and for the temporary, indoor overnight boarding, care, grooming and convalescence of domesticated dogs and cats.
198. **Warehouse.** A facility used primarily for the bulk storage of goods and materials or motor vehicles, characterized by heavy trucking activity, but not involved in manufacturing or production.
199. **Wholesale.** The sale or distribution of goods from the premises that may consist of the flexible use of the floor area for warehouse, assembly, showroom and office space.
200. **Wireless Communication.** Towers, antennas and accessory buildings for transmitting and receiving radio, television, satellite, cellular and microwave, and broadcast tower.
201. **Wrecker Impound Lot.** Any land used for the outside storage of operable vehicles awaiting final disposition.
202. **Wrecker Service Yard.** Any land used for the temporary outside storage of disabled vehicles awaiting final disposition. This definition shall not be applicable to junkyards as defined herein.
203. **Yard.** An open space between a building or use and the adjoining lot lines, unoccupied and unobstructed by any structure or use from the ground upward, except as otherwise provided in Chapter 3: Area and Dimensional Regulations.

204. **Yard, Required.** A yard the depth of which is specified in Chapter 3: Area and Dimensional Regulations of the applicable district.
205. **Yard, front.** A yard extending the full width of the lot between any building and the front lot line and measured perpendicular to the building at the closest point to the front lot line. On corner lots the front yard shall be considered as parallel to the street upon which the lot has its least dimension.
206. **Yard, rear.** A yard extending across the full width of the lot between the principal building and the rear lot line and measured perpendicular to the building to the closest point of the rear lot line.
207. **Yard, side.** A yard extending from the front yard to the rear yard between the principal building and the side lot line and measured perpendicular from the side lot line to the closest point of the principal building.
208. **Zoning Advisory Committee.** A committee composed of seven members of the Commission authorized to approve site development plans, hear and recommend rezoning of land applications and Zoning Ordinance text changes to advise the chief legislative body of the City, all such actions to be taken on behalf of the Commission.
209. **Zone map.** The map referred to in Chapter 9, Article I (Official Zoning Map).
210. **Zoning district map.** The Zone Map.
211. **Zoo.** Any premises, building or enclosure which contains wild animals on exhibition for viewing by the public.

**SECTION 2. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 2: Zoning Districts and Permitted Uses; Article II: Permitted Uses Table; Section 6: Permitted Use Table 1.02.201 - MEDICAL USES, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

Zoning District	D-1	D-2	D-3	D-4	D-5	D-6	MU-L	MU-M	MU-H	MU-D	C-1	C-2	I-1	I-2	I-3	I-4	PR D	MXD / PUD	HI D	AG
<b>MEDICAL USES:</b>																				
Clinic	X	X	X	X	X	X	PC	P	P	P	PC	P	P	P	P	X	X	PCP	PM P	X
Hospital	X	X	X	X	X	X	X	SE	P	P	X	P	P	X	P	X	X	PCP	PM P	X
Medical Cannabis Cultivator	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	PC
Medical Cannabis Dispensary	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis Integrated Facility	X	X	X	X	X	X	X	X	X	X	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Processor	X	X	X	X	X	X	X	X	PC	PC	X	X	PC	PC	PC	X	X	X	X	X
Medical Cannabis Secure Transporter	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Cannabis State Testing Laboratory	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	X	X	X	X
Medical Lab	X	X	X	X	X	X	X	SE	P	P	SE	P	P	P	P	X	X	PCP	PM P	X
Opioid Replacement Therapy Treatment Facility	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	X	X	X	X	X	X
Scientific Lab	X	X	X	X	X	X	X	X	SE	SE	X	SE	P	P	P	X	X	PCP	PM P	X
Veterinarian Clinic	X	X	X	X	X	X	X	X	PC	PC	X	PC	PC	PC	PC	X	PC	PCP	PM P	PC

**SECTION 3. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article II: Uses Permitted With Conditions (PC); Section 4: Medical Uses, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 4. Medical uses.**

- A. **Clinic.** In the following districts: MU-L and C-1 a clinic shall be permitted provided that the following conditions are met:
  - 1. Clinics shall be limited in size to no more than 7,500 square feet.
- B. **Medical Cannabis Cultivator.** In the M-1, M-1A, M-2, M-3, I-1, I-2, I-3, and AG districts, a medical cannabis cultivator shall be permitted provided the following conditions are met:
  - 1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, and/or the Alabama Department of Agriculture and Industry that the proposed facility meets the requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  - 2. Cultivators authorized pursuant to Ala. Code, 1975, § 20-2A-62, as now or hereafter amended, shall operate in accordance with the provisions set forth in Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission and the Department of Agriculture and Industry. Except as specifically provided in this Section, Cultivators shall be governed by the Medical Cannabis Act, the AMCC Rules and the rules of the



Alabama Department of Agriculture and Industries at Title 80 of the Alabama Administrative Code, as now or hereafter amended.

C. **Medical Cannabis Dispensary.** In the B-2, B-3, B-4, B-5, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis dispensary shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Dispensaries authorized pursuant to Ala. Code, 1975, § 20-2A-64, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Dispensaries shall be governed by the Medical Cannabis Act and the AMCC Rules.

D. **Medical Cannabis Integrated Facility.** In the M-1, M-1A, M-2, M-3, I-1, I-2, and I-3 districts, a medical cannabis integrated facility, shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
2. Medical Cannabis Integrated Facility authorized pursuant to Ala. Code, 1975, § 20-2A-67, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Integrated Facilities shall be governed by the Medical Cannabis Act and the AMCC Rules.

E. **Medical Cannabis Processors.** In the B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, I-1, I-2, and I-3 districts a medical cannabis processor shall be permitted provided the following conditions are met:

1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter

stating that fact from this agency must be provided.

2. Medical Cannabis Processors authorized pursuant to Ala. Code, 1975, § 20-2A-63, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission. Except as specifically provided in this Section, Medical Cannabis Processors shall be governed by the Medical Cannabis Act and the AMCC Rules.
- F. **Medical Cannabis Secure Transporter.** In the B-2, B-3, B-4, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis secure transporter shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis Secure Transporters authorized pursuant to Ala. Code, 1975, § 20-2A-65, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis Secure Transporters shall be governed by the Medical Cannabis Act and the AMCC Rules.
- G. **Medical Cannabis State Testing Laboratory.** In the O&I, B-2, B-3, B-4, B-5, B-6, M-1, M-1A, M-2, M-3, MU-H, MU-D, C-2, I-1, I-2, and I-3 districts a medical cannabis state testing laboratory shall be permitted provided the following conditions are met:
1. The applicant submits a statement from the Alabama Medical Cannabis Commission, AMCC, that the proposed facility meets requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agency, a letter stating that fact from this agency must be provided.
  2. Medical Cannabis State Testing Laboratories authorized pursuant to Ala. Code, 1975, § 20-2A-66, as now or hereafter amended, shall operate with the provisions of Ala. Code, 1975, § 20-2A-1, et seq., as now or hereafter amended, and shall comply with all Rules and Regulations of the Alabama Medical Cannabis Commission, AMCC. Except as specifically provided in this Section, Medical Cannabis State Testing Laboratories shall be governed by the Medical Cannabis Act and the AMCC Rules.
- H. **Opioid Replacement Therapy Treatment.** In the MU-H, MU-D, C-2, I-1, and I-2 district, opioid replacement therapy treatment shall be permitted provided that the following

conditions are met:

1. The applicant submits a statement from the State Department of Health, State Health Planning and Development Agency, or the State Department of Mental Health and/or the Jefferson County Department of Health that the proposed facility meets all requirements for operation and that all applicable and/or appropriate license or licenses have been obtained. If no license or licenses are needed or required for operation from the above listed agencies, a letter stating that fact from these agencies must be provided.
- I. **Veterinarian Clinic.** In the following districts: AG, MU-H, MU-D, C-2, I-1, I-2 AND PRD a veterinarian clinic shall be permitted provided that the following conditions are met:
1. Outdoor exercise yards shall be permitted provided that they are completely fenced and used only between 7a.m. and 7p.m., when a staff person of the clinic is present in the exercise yard. Where such outdoor activities abut a dwelling zone district or district permitting dwelling use, a 50-foot setback is required.
  2. Boarding of animals either undergoing medical treatment or not are permitted as an accessory use subject to the following conditions.
    - a. Accessory animal boarding shall occur within completely enclosed structures.
    - b. No more than thirty percent of the gross floor area of the veterinary clinic may be used as a boarding facility.
    - c. No outdoor kennels or runs are permitted.
    - d. No part of any building or structure in which animals are housed shall be closer than 50 feet from any existing residence located on an adjacent parcel.
    - e. All on-site waste shall be housed either within the boarding facility or an accessory structure, and all waste shall be disposed of in a sanitary fashion no less frequently than one time per week. The drainage of all liquid by-products from the kennel shall be discharged into a permitted sanitary sewer line or septic tank and shall not be disposed of by way of storm sewers, creeks, streams, or rivers.

**SECTION 4. BE IT ORDAINED** by the Council of the City of Birmingham that Title 1, Chapter 4: Land Use Development Standards; Article III: Uses Permitted by Special Exception (SE); Section 5: Medical use special exceptions, of the City of Birmingham Zoning Ordinance, Ordinance No. 17-51, as amended, is hereby amended to read as follows:

**Section 5. Medical use special exceptions.**

- A. **Hospital.** In the MU-M district, a special exception may be granted by the Board provided that the following conditions are met:
1. When a hospital abuts a dwelling district, screening in the form of a landscape buffer yard shall be applied per Chapter 6, Article III of this Ordinance.

2. When a hospital structure abuts a dwelling district there shall be a minimum setback of 50 feet.
  3. A traffic impact study may be required that demonstrates adequate traffic controls are provided as determined by the Traffic Engineer for the City.
- B. **Medical Lab.** In the MU-M and C-1 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. Medical Labs in the MU-M and C-1 shall be limited to 7,500 square feet.
- C. **Scientific Lab.** In the MU-H, MU-D and C-2 districts, a special exception may be granted by the Board provided that the following conditions are met:
1. No smoke, dust or vibration shall be detectable at the property line.
  2. No scientific lab shall be permitted that is required by ADEM to have a permit for release of any kind.
  3. When adjacent to a dwelling district, a landscape buffer yard is required per Chapter 6, Article III of this Ordinance and the scientific lab shall be set back from the property line no less than 50 feet.

**SECTION 5.** That the provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts are held to be unconstitutional or void, the remainder shall continue in full force and effect.

**SECTION 6.** That this Ordinance shall become effective upon publication as required by statute.



**Redacted Copy**

License Type: Dispensary

## Medical Cannabis Ordinance

### Additional Resources/Contact Information

Department of Planning, Engineering, & Permits

#### **City of Birmingham Permitting**

205 - 254 - 2904

<https://www.birminghamal.gov/pep>

#### **City of Birmingham Zoning**

205 - 254 - 2478

<https://www.birminghamal.gov/pep>

#### **City of Birmingham Department of Innovation & Economic Opportunity (IEO)**

205 - 254 - 2799

<https://ieo.birminghamal.gov/>

#### **City of Birmingham Community Development Department (Neighborhood Association Information)**

205 - 297 - 8192

<https://www.birminghamal.gov/community-development/community-resource-services-division/>

#### **Birmingham City Council**

205 - 254 - 2294

<https://www.birminghamcitycouncil.org/>

#### **City of Birmingham Department of Finance – Tax and License Office**

205 - 254 - 2198

<https://www.birminghamal.gov/about/city-directory/finance/newbusiness/>

#### **Alabama Medical Cannabis Commission**

<https://amcc.alabama.gov>



Redacted Copy

License Type: Dispensary

## Planning and Zoning

**WILLIAM R. MARKS**  
Mayor

200 Hobbs Street West  
Athens, AL 35611  
Phone (256) 233-2224  
Fax (256) 233-8791

**JAMES RICH**  
Director of Public  
Works

December 8, 2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104

RE: GP6 Wellness, LLC Proposed Medical Cannabis Dispensary Location

AMCC,

The City of Athens' has approved an ordinance permitting the operation of medical cannabis dispensaries within the corporate limits of the City of Athens, Alabama. This letter confirms that the property described below is appropriately zoned to permit a pharmacy use, which is the lens through which the City views a Medical Cannabis Dispensary. Beyond local zoning requirements, any proposed medical cannabis dispensary would be subject to meeting the requirements laid out by the State of Alabama and the Alabama Medical Cannabis Commission.

Applicant's Name: GP6 Wellness, LLC

Physical Address of Proposed Medical Cannabis Dispensary:

809 US Hwy 72 W  
Athens, AL 35611

If you need further information, please contact me at [etidwell@athensal.us](mailto:etidwell@athensal.us) or (256) 262-1413.

Thank you,

Erin Tidwell  
City Planner

## ORDINANCE NUMBER 2022 - 2245

AN ORDINANCE AUTHORIZING THE OPERATION OF  
MEDICAL CANNABIS DISPENSING SITES

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**WHEREAS**, there are residents in Alabama, and in this City, that suffer from a number of medical conditions whose symptoms could be alleviated by the administration of medical cannabis products if used in a controlled setting under the recommendation and guidance of their physician;

**WHEREAS**, in 2021, the Alabama Legislature adopted Alabama Act 2021-450 (codified at Ala. Code § 20-2A-1, *et seq.* (1975)) (“Act 2021-450”), which created a heavily-regulated system for the controlled distribution of medical cannabis by authorized licensees within the State of Alabama;

**WHEREAS**, such system does not provide for the recreational use of marijuana, but instead allows the use of medical cannabis upon the prescription of a physician to a patient undergoing medical care (such as a cancer patient in need of relief from debilitating pain);

**WHEREAS**, § 20-2A-51 of the *Code of Alabama* provides that dispensaries of medical cannabis may not be operated within a city, unless that city has authorized the operation of such dispensing sites; and

**WHEREAS**, in order to support its residents who suffer from medical conditions that may require the use of these products, the City Council of the City of Athens wishes to adopt this ordinance in order to permit the operation of such licensed dispensaries within the corporate limits.

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, ALABAMA**, while in regular session on November 28, 2022, at 4:30 p.m., as follows:

**Section 1.** In accordance with § 20-2A-51 of the *Code of Alabama*, the operation of dispensing sites within the corporate limits of the City of Athens, Alabama is hereby authorized,

subject to the provisions of Act 2021-450 and any relevant ordinances of the City of Athens, Alabama. "Dispensing sites" shall mean sites operated for dispensing and selling medical cannabis by a dispensary licensee or an integrated facility licensee in accordance with Alabama Act 2021-450, as adopted and as amended.

**Section 2.** If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

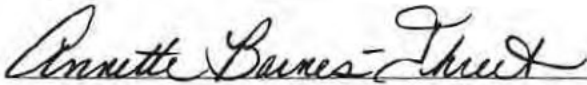
**Section 3.** The provisions of this Ordinance shall be included and incorporated in the *Code of Ordinances of the City of Athens* as an addition or amendment thereto, and shall be appropriately renumbered as necessary to conform to the uniform numbering system of the Code.

**ADOPTED** this the 28<sup>th</sup> day of November, 2022.

  
CHRIS SEIBERT, CITY COUNCIL PRESIDENT

  
WILLIAM R. MARKS, MAYOR

**ATTEST:**

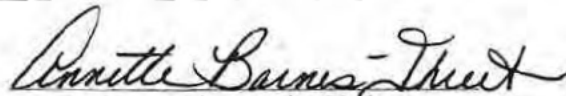
  
ANNETTE BARNES-THREET, CITY CLERK

**CERTIFICATION OF CITY CLERK**

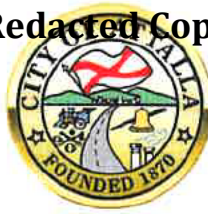
STATE OF ALABAMA     )  
LIMESTONE COUNTY    )

I, Annette Barnes-Threet, City Clerk of the City of Athens, Alabama, do hereby certify that the above and foregoing is a true and correct copy of the Ordinance duly adopted by the City Council of the City of Athens, on the 28<sup>th</sup> day of November, 2022.

Witness my hand and seal of office this the 28<sup>th</sup> day of November, 2022.

  
Annette Barnes-Threet, City Clerk





**City of Attalla**  
"The Birthplace of Alabama Power"

LARRY MEANS, Mayor  
MANDY CASH, City Clerk/Treasurer  
JOHNNIE SUE GILBERT, Court Clerk  
RICHARD RHEA, City Attorney  
DEBBIE MURRAY, Revenue Officer  
KENNETH JACOBS, HR Director  
JASON NICHOLSON, City Engineer

DUANE BALL, District 1  
ANTHONY CYLAR, District 2  
DONALD OLIVER, District 3  
JOE HEREFORD, District 4  
Mayor Pro Tem  
BOB CROSS, District 5

November 14, 2022

Alabama Medical Cannabis Commission  
RSA Dexter Avenue Building  
445 Dexter Avenue, Suite 8040  
Montgomery, AL 36104

RE: GP6 Wellness, LLC Proposed Medical Cannabis Dispensary Location

AMCC,

This letter confirms that the property described below complies with all local zoning laws and regulations in place, including the City of Attalla's ordinance approving the operation of medical cannabis dispensaries within the corporate limits of the City of Attalla, Alabama, and is permitted to operate the facility at the proposed location as a medical cannabis dispensary.

Applicant's Name: GP6 Wellness, LLC

Physical Address of Proposed Medical Cannabis Dispensary:

959 Gilbert Ferry Road, SE  
Suites J&K  
Attalla, AL 35954

If you need further information, please contact me at 256 538 9986

Scott Parrish  
Name of Authorized Representative for the  
**City of Attalla**

Building Inspector  
Title

[Signature]  
Signature

11-14-2022  
Date

ORDINANCE NO. \_\_\_\_\_-22

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS  
DISPENSARY WITHIN THE CORPORATE LIMITS OF THE CITY OF  
ATTALLA, ALABAMA**

WHEREAS, on May 17, 2021, the Governor of 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 Section 20-20A-50 – Section 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for citizens of the City of Attalla, and

WHEREAS, the location of a dispensary within the corporate limits of the City of Attalla will bring the potential of new employment opportunities for the citizens of the City of Attalla, and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Attalla, Alabama thus increasing revenue;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATTALLA, ALABAMA, as follows:

1. The City of Attalla Council does hereby authorize the operation of medical cannabis dispensing sites, cultivators, processor, secure transporters, or integrated facilities licenses within the limits of the City of Attalla.
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 as publication as required by the law.

I certify that the City Council of the City of Attalla, Alabama, duly adopted this Ordinance at an open public meeting held on the 19<sup>th</sup> Day of October, 2022.

  
\_\_\_\_\_  
Mandy Cash, City Clerk

# **Exhibit 19 – 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.**

**[REDACTED]**  
**Printed Name of Verifying Individual**

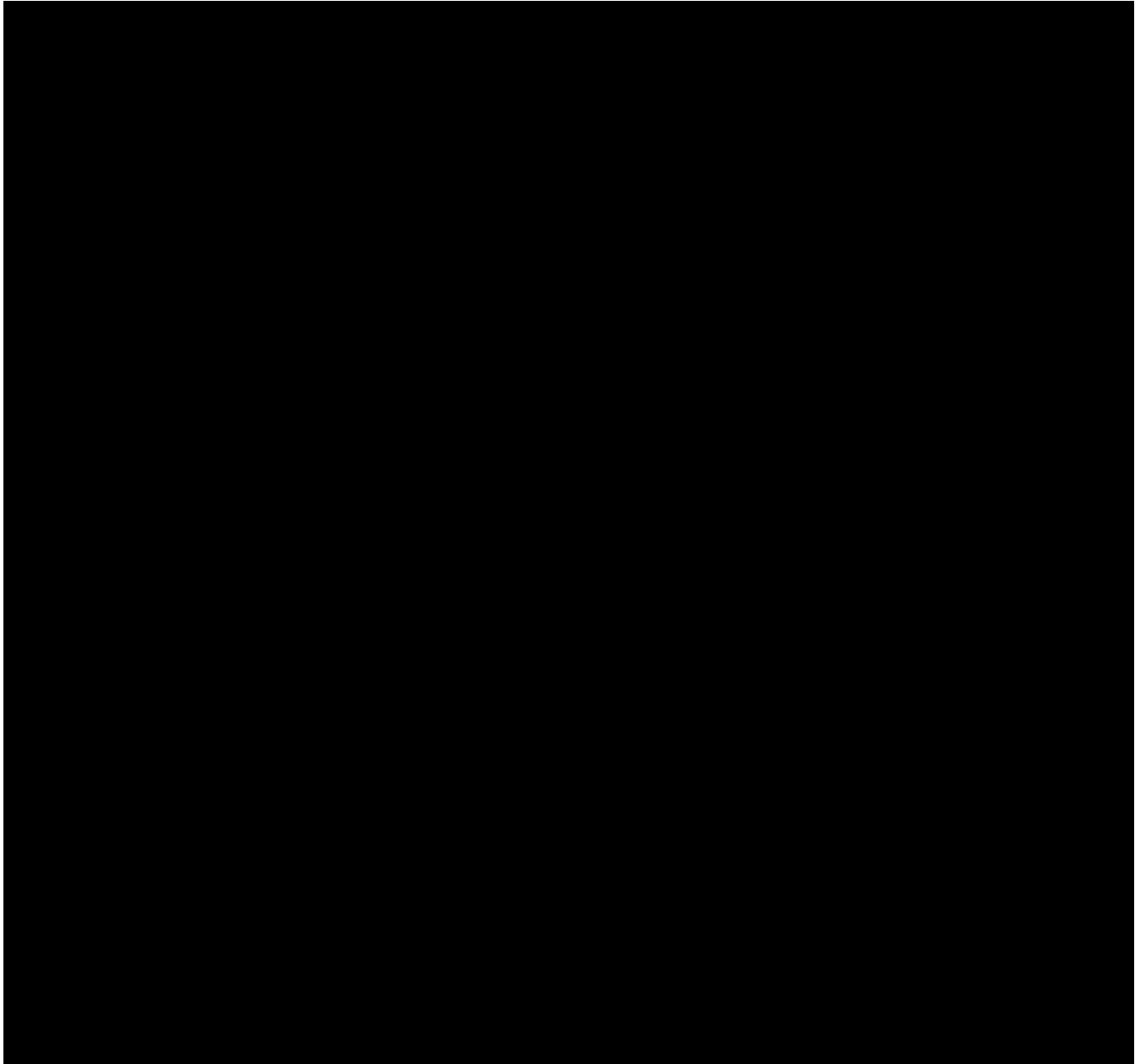
**[REDACTED]**  
**Title of Verifying Individual**

**[REDACTED]**  
**Signature of Verifying Individual**

12.29.2022  
**Verification Date**

**Purpose**

The Applicant provides the following plan which details its initiative to provide state-of-the-art, protective security within its dispensing Facilities. The Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry and Applicant's Director of Dispensary Operations (DDO) is an Alabama Registered Pharmacist. Accordingly, the Applicant has the requisite knowledge and experience to successfully implement a robust security system and processes of security measures.























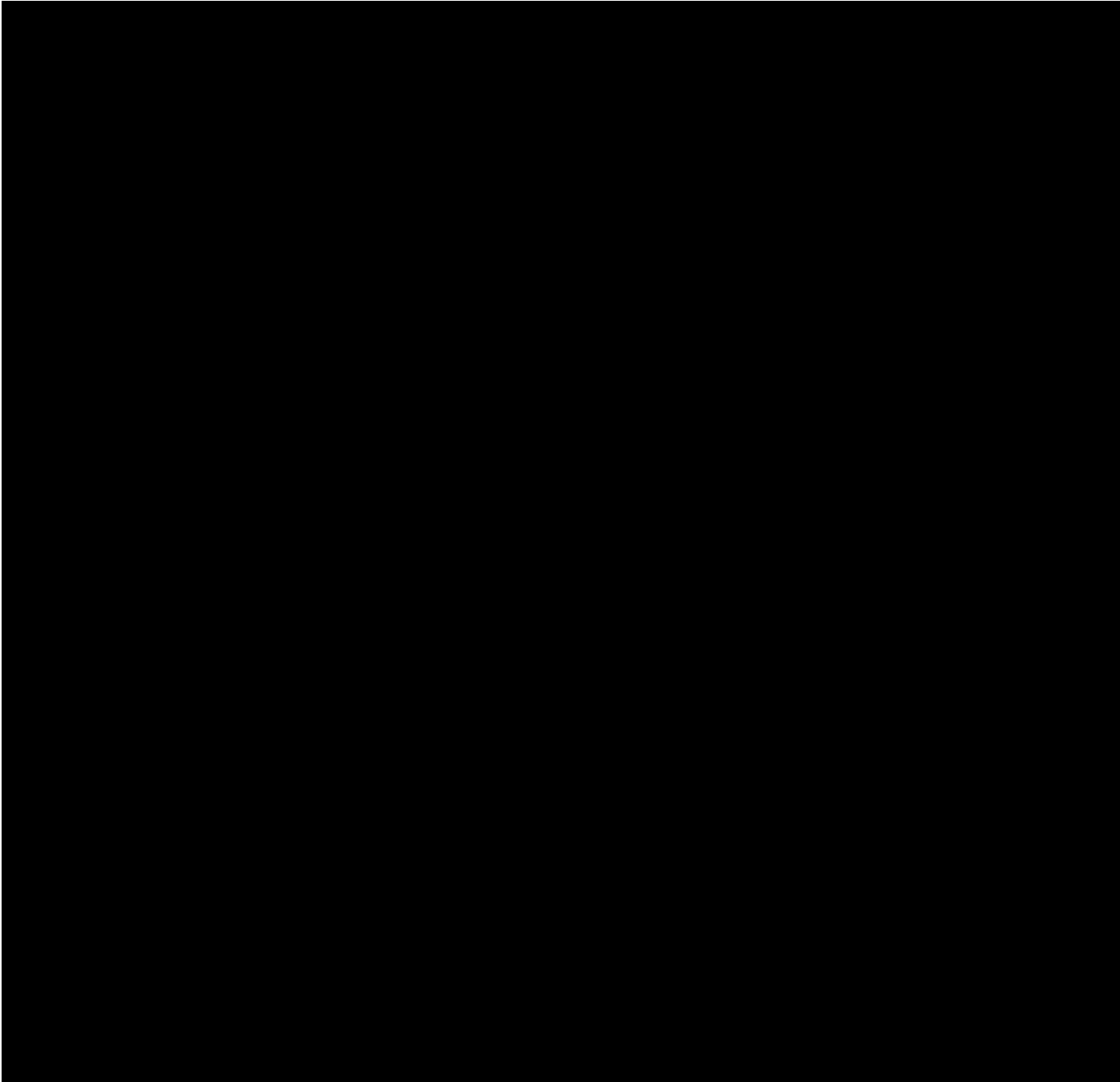
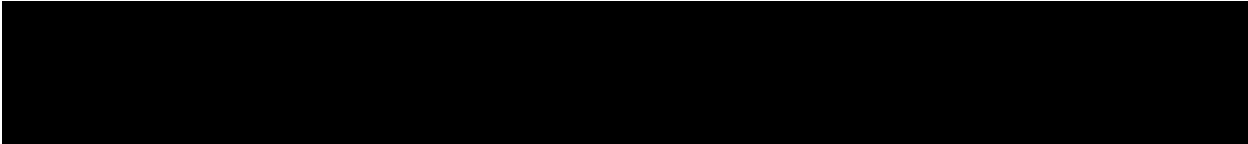








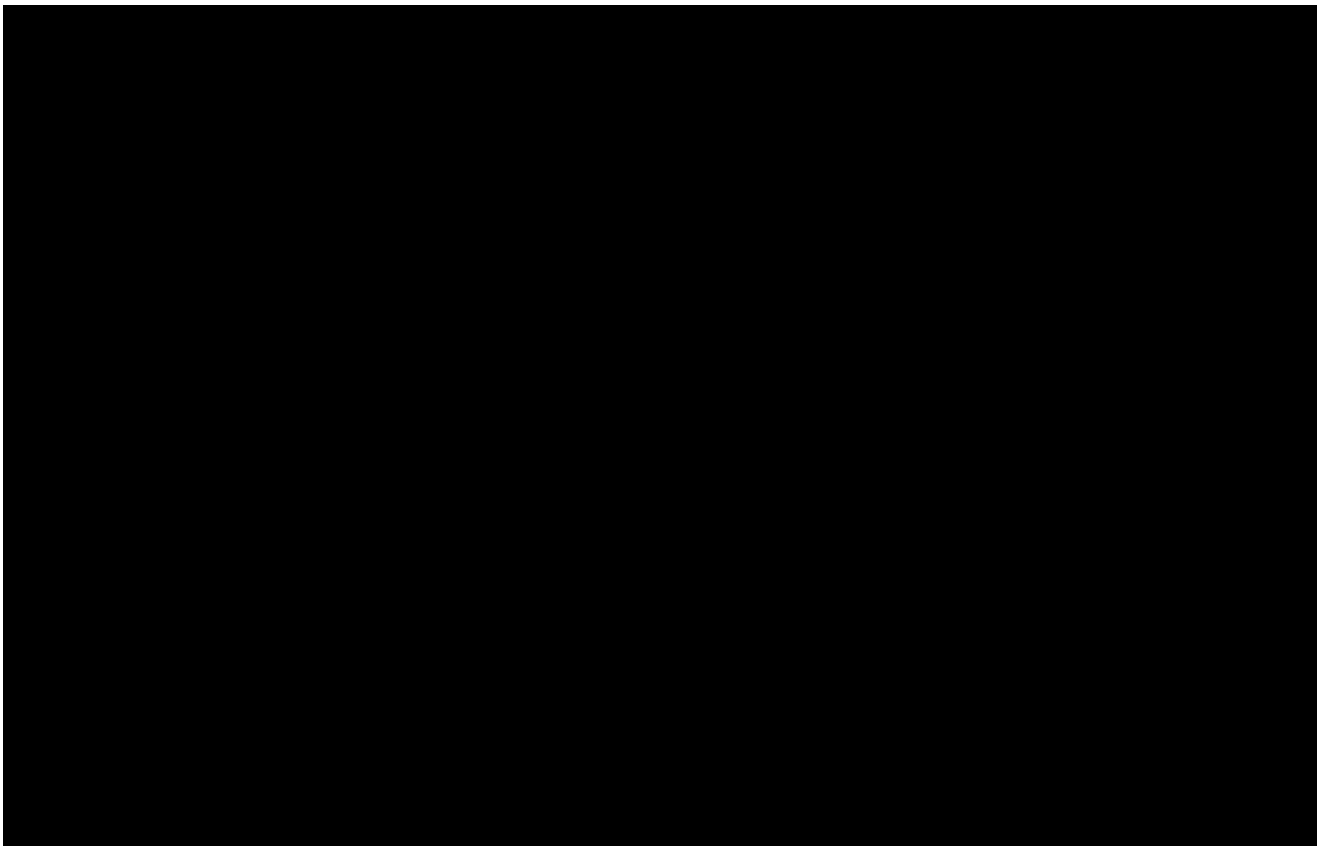




**19.13: Employee Badges**

The Applicant shall require all employees to always wear identification badges while inside the dispensary Facilities. The badges shall be worn in a fashion that is clearly visible and

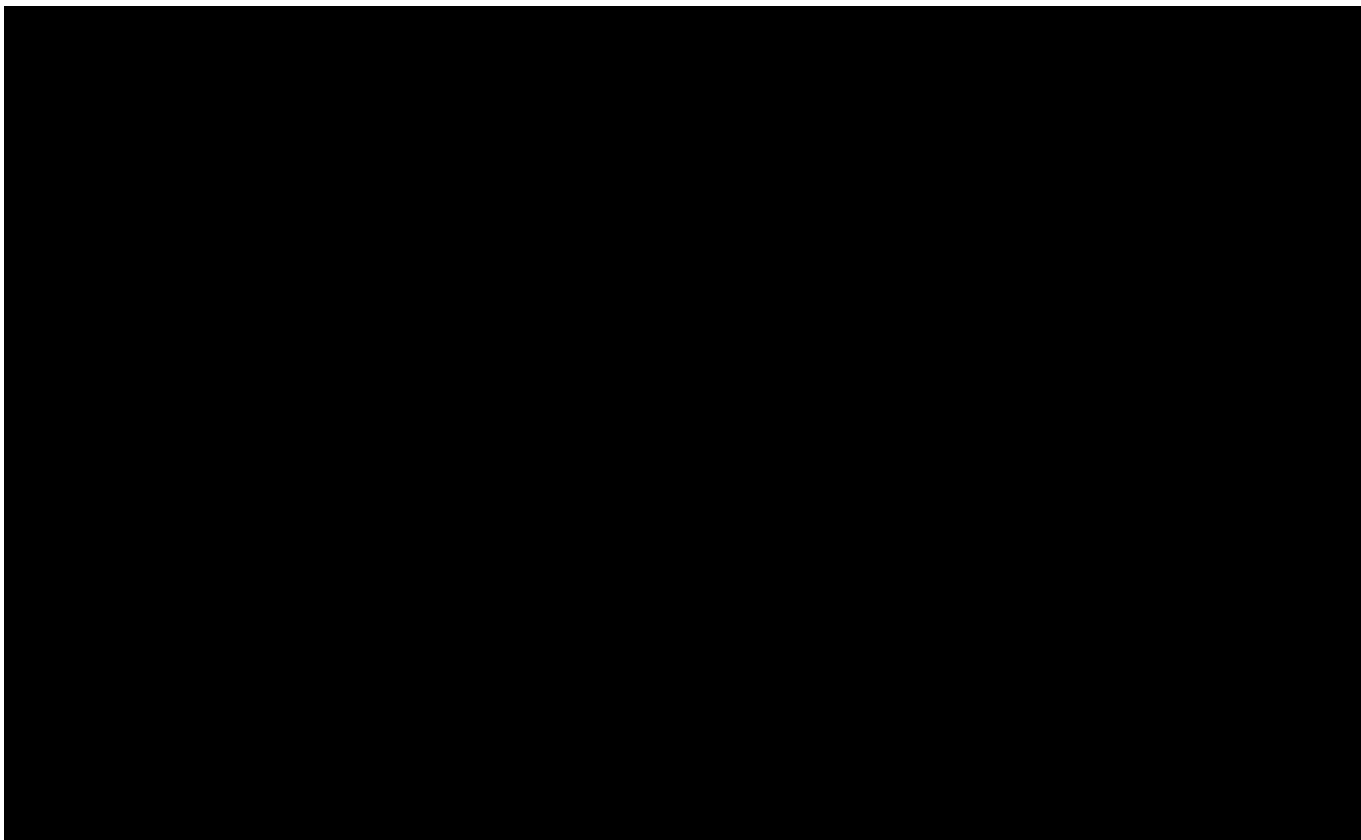
identifiable to the management, staff, and any other individual including patients, caregiver, vendor, etc. in accordance with AMCC Rule 538-x-8-.05-3.m.(13). The Applicant shall provide badges to include employee's photo identification, name, position, and date of expiration. It shall be required for the identification card to be active at the time of employment at the Facilities. Employees without an active and/or missing identification badge shall not be granted access to the Facilities. To prevent the identification badges from being lost and/or stolen, the DM shall collect all employee identification badges at the end of their shifts to be stored in the Management Office.



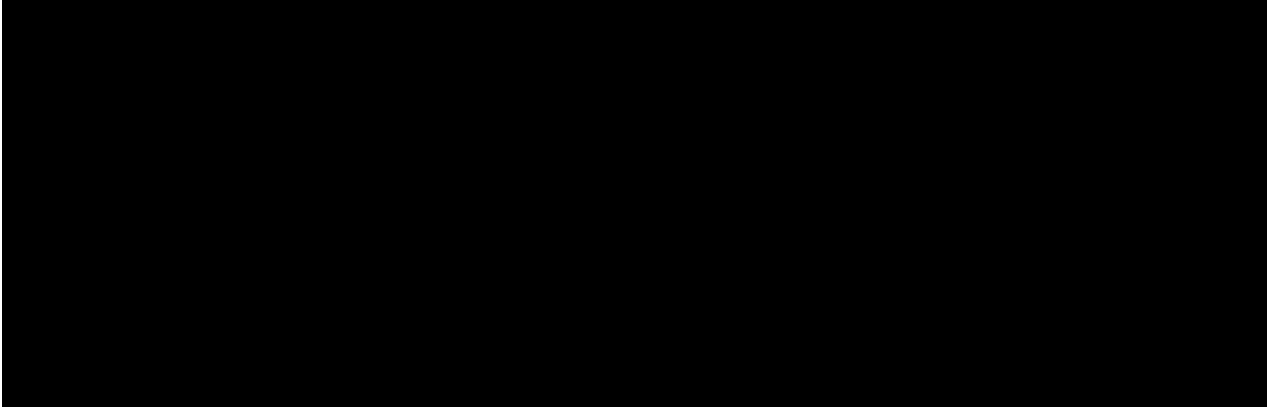
**19.15 Reporting Theft/Diversions/Loss of Product**

The Applicant's policy requires the DOS, DDO, and/or DM to notify the Commission and law enforcement upon discovery of a theft, diversion, and/or loss of medical cannabis product in no longer than 24 hours of the event, in accordance with AMCC Rule 538-x-8-.05-3.m.(15). The local law enforcement shall be immediately contacted via phone to indicate a crime has occurred on the premises and there has been a loss of product to expedite incident

resolution. The Applicant shall be transparent and have an open communication with law enforcement on events relating to theft, diversion, or other loss of cannabis products at the premises. Immediately upon the event, an incident report shall be created. The report shall include, at the minimum, name of the product, quantity, type and potential cause of the incident, resolution if any, any records related to the incident, paper, and electronic, and audio/video footage related to the incident. The Applicant's COD, DDO, and/or DM shall communicate to the Commission by means of immediately notifying through Metrc in accordance with §20-2A-60 of the Code of Alabama 1975. The notification shall indicate the Applicant's transparency in providing and making available all reports and any relevant information of the incident to the Commission. As an additional means of notification, the DOS, DDO, and/or DM shall notify the Commission via phone and email. Video surveillance shall be kept for the longer of a period of two years, or until resolution of the incident and apprehension and discipline or prosecution of the individuals involved in the actual or attempted diversion pursuant to AMCC Rule 538-x-08-.05-3.m.(12). All incident reports relating to theft, diversion, and loss of medical cannabis product shall be kept on file for the extent the business is in operation.







**19.17: Signage**

The Applicant shall prominently display signs, at the minimum, at each entrance point and Dispensing Area and Waiting Room of the Facilities to the extent that it is very clearly visible to the persons in accordance with AMCC Rule 538-x-08-.05-3.m.(18). The displays are provided for the purpose so that persons permitted in the premises have numerous opportunities to view the sign and pay close attention to the sign’s warning. The Applicant shall ensure the font on the sign will be of such size that it can be easily read with normal eyesight (e.g., in block and bold lettering and at least half an inch in size). The sign shall read as follows:

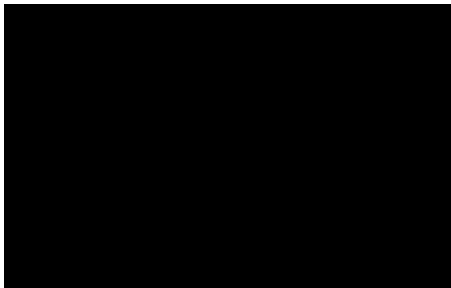
“WARNING: This Facility is monitored at all times using audio and video surveillance. Entry to this business and purchases within are strictly prohibited except as to registered patients and caregivers presenting valid identification as required by law.”



Prestige Alarm and Specialty Products, Inc. designs, installs, services, monitors, maintains, tests and inspects CORE Life Safety systems that include Security, FIRE ALARM, CCTV, Access Control, BDA and Mass Notification systems.

Security Plan: Prestige Alarm only installs 24-hour alarm systems. Our goal would be to install a fully operational security system that would create a perimeter of all entry points into the building including windows. PA would install all sensors and motions to capture all areas where cannabis is delivered, received, handled, stored, prepared, dispensed and sold. Panic Buttons can be established at all ingress and egress points, and any other location on the premises.

CCTV: Prestige Alarm only installs audio and video systems that covers all 24 hours in a day. As with the Security Plan our CCTV system, PA would create a CCTV design that would cover the perimeter as well as all entry, exits, parking lots, and any area where cannabis is delivered, received, handled, stored, prepared, dispensed or sold. All Audio and Video equipment display the time and date. PA will establish the recordings to capture 60 days-worth of Audio/ Video of the entire CCTV System. Once an incidence occurs, our equipment allows you to copy that onto a jump drive to keep as long as necessary.





# **Exhibit 20 – 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.**

**\_\_\_\_\_**  
**Printed Name of Verifying Individual**

**\_\_\_\_\_**  
**Title of Verifying Individual**

**\_\_\_\_\_**  
**Signature of Verifying Individual**

**12.29.2022**  
**Verification Date**

**Purpose**

A roster of all personnel (all leaders and employees) affiliated with the Applicant 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.

**20.0 Personnel**

Please See Attached **Form G: PERSONNEL ROSTER & VERIFICATION**

FORM G: PERSONNEL ROSTER & VERIFICATION

GP6 Wellness, LLC

Business License Applicant Name

Dispensary

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.

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

[Redacted]

Leader/Employee Name

[Redacted]

Title/Position

[Redacted]

**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.

[Redacted]

Printed Name of Verifying Individual

[Redacted]

Title of Verifying Individual

[Redacted]

Signature of Verifying Individual

12.29.2022

Verification Date

# Exhibit 21 - 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

Per AMCC Application Guidelines, Applicant has limited the use of Applicant’s name and identifying information of key individuals. Applicant has anonymized names of all key individuals and uses neutral pronouns to maintain anonymity of its key personnel.

**Purpose**

Applicant’s team is comprised of highly skilled and highly educated individuals that have the necessary background and credentials to ensure success for the operations of a medical cannabis dispensary in Alabama that will be committed to serving the community through their educational experiences and backgrounds.

**21.1 Business CV**

**CEO - Individual A:** Individual A brings a strong background in the cannabis industry and valuable expertise in the technical, legal, and financial aspects of running a business in the 21st century. [REDACTED], they have demonstrated their ability to successfully get a cannabis business off the ground in a strict regulatory environment in MA. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Their experience running a successful cannabis business coupled with their intimate knowledge of the law, make Individual A an ideal candidate for overseeing an Alabama medical cannabis dispensary. Individual A hopes to apply their leadership skills to ensure that the Applicant’s next venture meets all the requirements and expectations set forth by their team as well as the broader Alabama community they seek to serve.

**Chief Medical Officer - Individual B:** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

takes to serve those in need of quality patient care. They have a passion for helping others and for providing comprehensive, compassionate, and superior patient services through the operation of a medical cannabis dispensary in Alabama. Not only does Individual B comprise of qualities needed to hone and care for patients, but their upbringing as an Alabamian allows them to connect with the patients of Alabama on an intimate level.

**Director of Dispensary Operations - Individual C:** Applicant's Dispensary Operations will be led by Individual C, PharmD. Individual C grew up in the State of Alabama and in the small town of [REDACTED]

[REDACTED]

[REDACTED] Their extensive background and experience in pharmacy exemplifies the skills needed to successfully operate and direct dispensaries in Alabama.

**Chief Compliance and Quality Officer - Individual D:** Individual D is a licensed Ohio Dispensary Manager with extensive experience in business operations and the health industry. As an active member of the Ohio medical cannabis community, this individual brings industry and state-specific knowledge to the Applicant's dispensary plans. Individual D started their career in the medical field after studying biology at the [REDACTED]

[REDACTED]



[REDACTED]

[REDACTED] Individual D has overseen successful completion of budgets based on detailed calculations of costs and fees for business operations while supervising daily operation including delegation of tasks such as point-of-sale (POS), inventory management, and client relations. In their role as an Ohio Dispensary Manager, they led a team of disciplined and high performing staff while overseeing every aspect of the dispensary's business operations from inventory management to customer service. His experience operating successful medical cannabis facilities contribute immensely to the professional qualifications of the Applicant as a potential dispensary operator.

**Director of Marketing- Individual E:** Individual E oversees many aspects of the Applicant's marketing and advertising plan, bringing to the table experience in multiple fields along with an educational background in cannabis cultivation and business. This individual is driven to build on the legacy of their father and uncles by contributing to the common goal of opening several medical cannabis entities. [REDACTED]

[REDACTED]

[REDACTED] Individual E has contributed to the family cannabis businesses in whatever ways they can, leveraging their experience in patient relations and customer service along with their drive to maximize the success of their family business. [REDACTED]

[REDACTED] They are expected to play a pivotal role in the operations of Applicant's dispensaries, in addition to ensuring the needs and concerns of all personnel and employees is heard.

**Chief Financial Officer - Individual F:** Individual F is a cannabis industry professional with years of experience in developing and executing effective business plans. They have developed their family's various business ventures and hopes to contribute their financial acumen and business development experience. [REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED], monitoring the work schedules of departmental managers and identifying high-performing employees for advancement and retention. Individual F handles the financial and regulatory tasks required to keep the business running and works with third-party contractors and vendors to manage human resources and product inventory. From their devotion to improving the lives of their family through hard work to his passion for providing the highest quality cannabis products, Individual F is one of the Applicant's most valuable assets as they move forward with plans to open medical dispensaries in the state of Alabama.

**Director of Educational Outreach - Individual G:** Individual G comes to the cannabis business from a long career devoted to safe and effective manufacturing of pharmaceuticals. Their technical expertise in every stage of pharmaceutical development from research to commercialization makes her an ideal candidate to oversee a highly regulated cannabis business. [REDACTED]

[REDACTED]. During their time at Boehringer Ingelheim, Individual G oversaw detailed clinical trials of drug delivery systems and worked across multidisciplinary research and development teams to ensure research was performed to the highest ethical and technical standards, all while co-authoring several peer-reviewed articles in professional journals of pharmacology. [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Chief Operating Officer - Individual H:** Individual H, RPh, has been delivering safe and personalized patient care in both Ohio and Connecticut for nearly 50 years, without incident. This individual's career in pharmacy and cannabis has been dedicated to improving the quality of human lives through compliant and compassionate patient care. [REDACTED]

[REDACTED]

[REDACTED] Individual H spent time studying the medicinal benefits of cannabis for addressing debilitating medical conditions. Recognizing the growing body of data showing the effectiveness of medical cannabis for treating inadequately or inappropriately treated conditions such as chemotherapy- and cancer-induced pain, PTSD, opioid addiction, HIV/AIDs, and inflammation, Individual H advocated for medical cannabis. In this spirit, this pioneering pharmacist owned, built, and operated two medical cannabis dispensaries.

**Director of Security and IT - Individual I** Individual I's background as both a pharmacist and medical cannabis dispensary owner will be vital to the success of a safely operated medical cannabis dispensary in Alabama. [REDACTED]

[REDACTED]

[REDACTED] ) for the singular purpose of providing the highest and safest level of compassionate palliative care, while improving the overall quality of life by assisting qualified CT patients with the use of medical cannabis. [REDACTED]

[REDACTED]

and the opportunity to improve the quality of more lives with alternative therapies, Individual H and I pursued a second medical cannabis license, this time in Ohio. In May 2018, this distinguished team of medical professionals were granted a license by the State of Ohio Board of Pharmacy, to operate a medical cannabis dispensary.

**Director of Human Resources - Individual J:** This individual comes to the company with a diverse background rooted in the practice of law. [REDACTED]

[REDACTED], Individual J continued their practice in the area of family law. They have a passion for developing and implementing policies and procedures that will ensure the success of the Applicant by creating a positive working environment where employees are both valued and respected. As an attorney, they are an effective communicator who is passionate about building strong work-place relationships as an advisor and resource.

**21.2 Leadership Roles and Responsibilities**

**Chief Executive Officer (CEO):** The CEO of the Applicant will be responsible for the overall leadership and success of the business. The CEO's role will be vital to ensure longevity of the operations. The CEO will establish the direction and goals of the business, establishing strategy that guarantees a successful operation.

**Chief Operating Officer (COO):** The COO will maintain overall operational performance, including day-to-day operations, developing budgets and goals for the company, overseeing financial performance of the facilities, and maintaining relationships with vendors, customers, and partners. Specifically, the COO will identify areas of improvement for the company and develop and execution actionable plans to address such issues that will yield success to the company.

**Chief Compliance and Quality Assurance Officer (CCO):** The CCO will ensure that all operations comply with applicable laws and regulations set forth by the State of Alabama. This individual will conduct regular audits of the operation to ensure that all products are properly labeled, stored, and sold in accordance with the regulations.

**Chief Finance Officer (CFO):** The CFO is responsible for overseeing the day-to-day financial operations of the company, including managing accounts payable/receivable, invoicing, payroll, and taxes. The CFO will develop feasible fiscal plans to ensure success of the Applicant and will work to identify trends and opportunities to provide financial guidance in certain decisions.

**Chief Medical Officer (CMO):** The CMO will provide medical advice and guidance to the staff as to educate them and manage patient expectations. The CMO is responsible for monitoring and ensuring that quality of care that provided to patients and such quality is compliant with all regulations set forth by the State of Alabama.

**Director of Security/IT:** The Director of Security/IT is responsible for safeguarding the safety and security of the premises, the employees, and the patients. The director will ensure safety protocols are in compliance with all applicable rules and regulations. The director shall develop and implement security policies and procedures, conduct security risk assessments and audits, and responding to security incidents.

**Director of Marketing:** The Director of Marketing will oversee development and implementation of marketing strategies and campaigns to ensure that the products and services are reaching their target audience and meeting the goals of the dispensary. This individual will assist in the development and execution of marketing plans initiatives which span multiple disciplines including Public Relations, Content Marketing, and Social Media Marketing. This position will implement marketing tactics to generate site and foot traffic using social media engagement.

**Director of Educational Outreach:** The Director of Educational Outreach will develop and execute community workshops, lectures, and events, as well as creating and distributing educational materials. The director will work with dispensary staff to ensure that education materials are up-to-date and compliant with all standards.

**Director of Human Resources:** The Director of Human Resources will be responsible for all aspects including recruitment, training and development, employee relations, compensation and benefits, and compliance with state and federal employment laws.

**Director of Dispensary Operations:** The Director of Dispensary Operations will be responsible for overseeing any and all aspects of operations, including staff hiring and training, inventory management, and patient service. The Director will establish and monitor

policies and procedures to ensure the safety and security of the facility. They are responsible for developing and maintaining relationships with vendors, suppliers, and partners.

**Dispensary Manager(s) (Certified Dispenser):** The Dispensary Manager(s), who is also a certified dispenser, is responsible for the overall store operations and staff management. He or she shall serve as the Agent-in-Charge and will come with the requisite experience of two years in the field of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, and pharmaceuticals described in Section 583-x-8-.03. The Dispensary Manager's responsibilities include development and oversight of the dispensary as a whole, ensuring uniformity among the employees, managing day to day operations, developing safe and adequate measures that are compliant with all rules and regulations. The Dispensary Manager will develop and oversee the translation of the mission and vision into a strategic plan. The individual is to ensure that the company's strategic edge through ongoing awareness of scientific landscape and developments, legislation, market trends and consumer preferences. The Dispensary Manager will oversee the operation of the company by supervising staff and developing and implementing standards, controls, systems and procedures to assure the quality of the organization. This individual will ensure compliance with all AMCC Rules and Regulations while dispensing medical cannabis to patients and/or caregivers. Overall, the Dispensary Manager will manage dispensary operations.

**Assistant Dispensary Manager(s) (Certified Dispenser):** The Assistant Dispensary Manager(s) will also be a certified dispenser that will support the needs of the Executive Team and shall act as the Agent-in-Charge in the absence of the Executive Team. The role of this individual requires assistance in the management of the operation of the company by supervising staff and overseeing standards, controls, systems and procedures to assure the quality of the organization. They will come with the requisite experience of two years in the field of biology, biochemistry, chemistry, physiology, pharmacology, medicine, medical cannabis, nursing, and pharmaceuticals described in Section 583-x-8-.03. This individual's role includes enforcing and following all company policies and procedures, assisting and supporting all staffing needs, coordinating and assisting with proper receiving, storing, and order fulfillment processes. Additionally, this individual will investigate any initial employee concerns, inventory discrepancy or compliance matters, and report findings to the Executive Team when applicable.

**Dispensary Technicians:** The dispensary technicians are responsible for interacting with patients and for providing accurate and comprehensive information regarding products and educating customers on safe and responsible cannabis consumption. These individuals are also responsible for additional compliance checks including a secondary identification and verification that the patient is purchasing the quantity prescribed. Further, the dispensary technicians are required to communicate all product information including dosage, administration methods, safe and responsible use of products accurately to patients. This position requires at least a high school diploma or GED.

**Security Guard:** In an effort to provide a safe and secure environment, security will be on site at all times. This individual is subject to the highest training standards in security, safety, and compliance. The security guard will oversee security both inside and outside of the facility. The security guard is expected to develop and implement short and long-range plans for personnel and guest safety, as well as asset protection. Further, the security guard will create and implement safety protocols, including emergency preparedness procedures. This position requires at least a high school diploma or GED.

**Inventory Manager(s):** The inventory manager(s) is responsible for tracking, maintaining, and updating all inventory and associated records. They shall maintain relationships with cultivation facilities to order and fulfill product orders. They shall also maintain the point-of-sale system and state tracking system to remain within full compliance. This position requires at least a high school diploma or GED.

**Inventory Technician:** The inventory technician is responsible for accurate processing and fulfillment of orders according to customer specifications. They shall also access, utilize, and update the POS system and state tracking system to remain within full compliance. The inventory technician will also manage and process all orders ensuring compliance and document control per state guidelines. This individual will ensure patient orders are fulfilled. This position requires at least a high school diploma or GED.

**21.3 5-Year Hiring Plan**

[Redacted content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] This should provide

Applicant enough staff to handle all our patients during all business hours.

**Hiring Procedures:** Given the patient focused nature of our business, we will make every effort to hire a superb staff with significant healthcare, patient-facing, and retail experience. Moreover, extensive background checks will be conducted to better understand professional experience and any potential criminal history. A spotless criminal background check is a prerequisite to employment. Priority will be given to local residents. All hiring needs will be publicly posted. It is important that patients feel comfortable in the dispensary, so we intend on hiring people from within the local community. All applicants will be required to submit a comprehensive summary of their professional experience, skills, and relevant education/training/expertise. All applicants will be subject to an extensive interview process during which their patient facing skills and product knowledge will be evaluated. Professional references will also be required.

**Staff Training and Education:** New employees will be subject to a rigorous training and education program to give them the tools and knowledge to provide top tier service within the dispensary. Areas of training will fall into several categories including:

- **Legal/Compliance:** All staff will be trained on AMCC laws and regulations. Staff will also have adequate training for use of State tracking tools and other information systems. Moreover, staff will be trained on appropriate interaction with law enforcement and other State officials.
- **Safety:** All staff will be trained on all safety matters including procedures for emergency situations (such as armed intruders, disorderly patients, sever weather, fire, etc.). Additionally, staff will be trained on unusual behavior (potential product diversion, counterfeit documentation/IDs or currency, etc.).
- **Sales:** All staff will be trained in “Patient-First” sales practices. This sales philosophy emphasizes always putting the patient’s needs before the needs of the business. It will be the objective of all staff to find products that are best suited to address the needs and desires of our customers.



# Exhibit 22 - 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

The employee handbook of the Applicant is constructed in a manner to provide clear expectations of employees while also stating the organization’s legal obligations and employee rights. The employee handbook will foster a positive and strong organization structure through core values, governing principles, and safety.

**TABLE OF CONTENTS**

- I. Rules of Conduct**
  - a. Core Values**
  - b. Interactions with Patients and Caregivers**
- II. Governing Principles of Employment**
  - a. Open Door Management Policy**
  - b. Equal Employment Opportunity**
  - c. Americans with Disabilities Act (ADA)**
  - d. Sexual and Other Unlawful Harassment**
  - e. Drug-Free, Alcohol-Free, and Smoke-Free Workplace**
  - f. Workplace Violence**
  - g. Health Insurance Portability and Accountability Act (HIPAA)**
- III. Emergency Response Procedures**
  - a. Crime Prevention Techniques**
  - b. Personnel Safety**
  - c. Safety Policies**
  - d. Fire**
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- IV. Employee Leave**
  - a. Military Leave**
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  - c. Family and Medical Leave (FMLA Leave)**
- V. Employee Benefits**
  - a. Benefits Overview and Disclaimer**

- b. **Insurance Programs**
  - c. **Worker's Compensation**
  - d. **Observed Holidays**
  - e. **Paid Time Off (PTO)**
  - f. **Paid Sick Leave**
- VI. Confidentiality and Non-Disclosure**
- VII. Employee Handbook Receipt and Acknowledgement**

**RULES OF CONDUCT**

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**Core Values**

Implementation of standards that consist of ethical and professional practices including honesty, integrity, confidentiality, accountability, and compassion towards patient care.

Maintaining a positive, open, and collaborative work environment that encourages employees to address any issues and concerns they encounter within the workplace.

The Applicant is committed to providing excellent palliative care by ensuring the highest integrity to its business practices. The foundations of our business standards will be based upon respect, compassion, and teamwork. The Applicant understands that to achieve corporate responsibility and integrity, staff, managers, and owners must make rightful decisions.

To promote individual responsibility and accountability, the Applicant will inform all staff, managers, and owners of this Code of Conduct and require adherence to its guidelines. As a condition of employment, all staff and managers are required to read, sign, and return Employee Handbook Receipt and Acknowledgement Form. Said form will be filed as part of each individual's permanent employment records.

**Interactions with Patients and Caregivers**

To ensure orderly operations and provide the best possible work environment, the Applicant expects employees to follow rules of conduct that will protect both the interests and safety of all employees, the Applicant, the patients, and caregivers.

Employees shall not engage individuals that act with inappropriate behavior that include humor, crude, profanity, otherwise offensive language, or actions.

Staff are highly discouraged from engaging and/or developing close and/or romantic personal relationships with patients and caregivers.

**GOVERNING PRINCIPALS OF EMPLOYMENT**

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**Open Door Management Policy**

The Applicant has an open-door policy which encourages employees to make suggestions, ask questions, and voice any and all concerns to their manager and/or to other members of the management team.

When an employee has a concern or question concerning an aspect of the business, their job, or any functional area within the Applicant, they should feel free to make themselves heard so that the question or concern may be properly addressed. If deemed appropriate, steps toward resolution shall be taken.

**Equal Employment Opportunity**

To provide equal employment and advancement opportunities to all individuals, employment decisions at the Applicant are based on merit, qualifications, and abilities. The Applicant does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, pregnancy, national origin, age, disability, family or marital status, genetic information, or any other category protected by law.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. Any Employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of his or her immediate supervisor, the Manager on duty, and another member of Management.

Supervisors will act in a fair and equitable manner in all aspects of the supervisor-Employee relationship, including hiring, training, promotion, transfer, and discipline. Supervisors will apply the Applicant's commitment to fair and consistent treatment for all with regard for providing a safe and productive workplace. This includes maintaining the confidentiality of Employee records and ensuring compliance with occupational health, safety, and labor laws.

**Americans with Disabilities Act (ADA)**

The Applicant is committed to complying fully with the Americans with Disabilities Act ("ADA") and ensuring equal opportunity in employment for qualified persons with

disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Reasonable accommodations are made available to disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. The Applicant will make reasonable accommodations for qualified individuals with a known disability unless doing so would result in an undue hardship on the Applicant.

The Applicant is also committed to not discriminating against any qualified Employees or applicants because they are related to and associated with a person with a disability.

The Applicant maintains all medical information provided in a confidential manner.

**Sexual and Other Unlawful Harassment**

The Applicant is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, sexual orientation, family or marital status, pregnancy, disability, genetic information, or any other legally protected characteristic will not be tolerated.

The Applicant has provided a procedure for Employees to follow for those who believe they have been subject to or witnessed discrimination or any unlawful harassment in the workplace. The Applicant does not tolerate any discriminatory or harassing conduct in the workplace, and the Applicant will respond to and investigate promptly all complaints of discrimination or harassment. Where it is determined that such inappropriate conduct has occurred, the Applicant will act promptly to eliminate the conduct and impose such corrective action as is necessary, up to and including termination of employment.

**Definition of Sexual Harassment**

Sexual harassment is sex-related behavior which affects tangible job benefits, or which interfere with an individual's work performance, or which creates an intimidating, hostile, or otherwise offensive work environment. Unwelcome sexual advances (either verbal or

physical), requests for sexual favors, and other verbal or physical conduct of sexual nature constitute sexual harassment when:

- Submission to such conduct is either an explicit or implicit term or condition of employment; or
- Submission to or rejection of the conduct is used as a basis for making employment decisions; or
- The conduct has the purpose or effect of interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment.

Sexual harassment is a practice that demeans the individual being treated in such a manner. The Applicant will not tolerate sexual harassment of its Applicants or Employees by anyone. The Applicant will take necessary disciplinary action in accordance with its policy to ensure that the Applicant meets its responsibilities to its Employees.

**Procedure for Complaint, Investigation, and Disciplinary Action**

Any Employee who believes he or she has been subject to or has witnessed unlawful discrimination or harassment in the workplace should promptly report the matter to his or her Manager.

Retaliation against an individual who has reported possible discrimination or harassment, or retaliation against individuals for cooperating with an investigation of a complaint, is unlawful and will not be tolerated. Any supervisor who becomes aware of possible discrimination or unlawful harassment should promptly advise Manager in charge who will handle the matter in a timely and confidential manner.

The Applicant will promptly and thoroughly investigate the circumstances of the complaint and will maintain confidentiality to the fullest extent possible. If such investigation reveals that harassment did occur, the Applicant will act promptly to eliminate the offending conduct.

Anyone engaging in any unlawful discrimination or harassment will be subject to disciplinary action, up to and including termination of employment.

**Drug-Free and Alcohol-Free Workplace**

The Applicant strives to create a workplace that is drug-free, healthy, and a safe workplace that supports and encourages employee productivity. The welfare and success of the Applicant depends on the physical and psychological health of all its employees. The abuse of drugs and alcohol pose a serious threat to both the Applicant and its employees. Use or possession of these substances at the Applicant's sites or while performing work duties may result in disciplinary action, up to and including, termination.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances and non-medical drug paraphernalia by an individual anywhere on the Applicant's premises, while on Applicant business (whether or not on Applicant premises) or while representing the Applicant, is strictly prohibited. Employees are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical cannabis. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

To ensure accurate performance at work, all employees must ensure that their judgment and performance at work are never impaired by alcohol or controlled substances. Employees understand that this is especially vital for those whose jobs compromises of activities that could have a significant impact on their own or others' safety.

Any employee who is arrested and/or convicted of a violation must report the incident to management and/or Human Resources immediately and prior to returning to their job.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Applicant maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol



dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Applicant employee, including themselves.

**Smoke-Free Workplace**

The Applicant maintains a smoke-free work environment. Employees who smoke must smoke at designated areas outside of the building. No person shall smoke in any room or vehicle under the control of the Applicant, including but not limited to work areas and restrooms. The workplace smoking policy applies to all employees, customers, and visitors.

**Workplace Violence**

The Applicant is strongly committed to a safe work environment. The purpose of this policy is to minimize the risk of personal injury to employees and damage to the Applicant and personal property.

Under no circumstances do we expect employees to physically subdue a threatening or violent individual. It is specifically discouraged for employees to engage in any physical confrontation with a violent or potentially violent individual. It is expected and encouraged that employees exercise reasonable judgment in identifying potentially danger situations.

Actions such as threats, threatening language, or any other acts of aggression or violence made towards or by any Applicant employee will not be tolerated in any way. A threat may include any verbal or physical harassment or abuse, any attempt at intimidation or instillment of fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, or destructive behavior undertaken for the purpose of domination or intimidation.

All potentially or seemingly dangerous situations shall be reported immediately to any member of management. Reports of threats may be maintained and kept confidential to the extent that confidentiality does not impede the Applicant's ability to investigate and respond to said complaints. All threats will be thoroughly investigated. All employees are expected to cooperate with all investigations such that no employee will be subjected to retaliation,

intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If it is determined, after an appropriate good faith investigation, that someone has violated this policy, the Applicant will take swift and appropriate corrective action.

If an employee is the recipient of a threat made by an outside party, that employee should follow the protocol outlined in this section. It is vital to be aware of any potential dangers in the workplace and effective measures will be taken to protect everyone from the threat of a violent act by an employee or by anyone else.

**Health Insurance Portability and Accountability Act (HIPAA)**

**Patient Records and HIPAA Privacy Policy**

The Applicant is committed to protecting the security and privacy of individually identifiable health information held or used by it. Protecting patient information is the responsibility of every employee. We all share a common interest in ensuring that patient information is neither accidentally nor improperly disclosed.

The Federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and related regulations set forth specific requirements for the use or disclosure of patient related data. All employees will be expected to conduct themselves in accordance with HIPAA regulations governing the confidentiality of protected health information. Employees must maintain the confidentiality of patient records and other confidential information in accordance with applicable legal and ethical standards. Employees should contact the upper management or HR with any questions or concerns as to potential compliance or patient confidentiality issues.

Medical records must be maintained in compliance with the Applicant’s standards and with Federal and State law. Patient records are the property of the Applicant and may not be removed from the Applicant’s offices without prior authorization.

No information from a patient’s record may be released to any third party without direct written authorization for the release of records obtained from the patient or the patient’s

legally authorized representation. All requests for release of medical information should be reviewed with the Applicant's Chief Medical Officer.

## **EMERGENCY RESPONSE PROCEDURES**

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### **Safety Policies**

It shall be the policy of the Applicant to provide employees, patients, vendors, customers and visitors a safe and secure environment in which to work or visit. To accomplish this objective, the Applicant will promulgate, review, and refine existing Policy and Procedures.

The Applicant has developed Policies and Procedures for the safety and benefit of employees, patients, vendors, and visitors so they may consider themselves safe and secure to the industry standard. Policy goals will be defined through the implementation of specific actions and tasks to achieve that standard.

Policies shall detail how Policy will be implemented through the Applicant's facilities.

### **Crime Prevention Techniques**

**Notifications:** The Applicant's security team will ensure that all notifications required by regulatory agencies are completed.

1. The Applicant will notify the appropriate law enforcement authorities within 24 hours after discovering the following:
  - a. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Establishment or a dispensary employee;
  - b. Any suspicious act involving the sale, cultivation, distribution, processing, or production of cannabis by any person;
  - c. Unauthorized destruction of cannabis;
  - d. Any loss or unauthorized alteration of records related to cannabis products, patients/caregivers or dispensary employees;
  - e. An alarm activation or other event that requires response by public safety

personnel;

- f. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
- g. Any other breach of security.

**Personnel Safety**

The Applicant’s facility will be staffed by one or more of the Applicant’s Security Guards during all working hours. During business hours, Security will perform security related functions including perimeter and interior patrols, security system checks and audits, monitor CCTV systems, greet employees and visitors, escort visitors, investigate suspicious activity and other appropriate functions.

Security procedures include, but are not limited to:

1. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] alarms.



In a health-related emergency where the person is both alert and responsive, ask if the individual requires assistance to call 911 or phone an emergency contact. If the individual does not want assistance, respect their wishes. Employees shall not attempt to provide medical treatment but should stay with the individual until medical professionals arrive. In a health emergency where the patient is non-responsive, call 911 immediately and wait with the individual until 911 personnel arrives. Cooperate with 911 personnel by providing detailed information.

**Robbery**

To prevent the potential for a robbery, be alert and report any suspicious or abnormal activity to management, who will then inform police officials. Employees are expected to be observant of details when monitoring suspicious activities and noting details such as make, model, license plate of the vehicle, and descriptions of the individual(s). Examples of suspicious activities include, but are not limited to, individuals who loitering outside of the facility, taking photos of the facility, driving by the front and back of the facility on numerous occasions without entering the facility.

The safety of staff, patients, caregivers, employees, and other visitors are of paramount important to the Applicant. Despite the high level of security implemented at the facility, if an individual attempts a burglary, do not increase the risk of violence by taking action into your own hands. Comply with the robbers' request and help facilitate the removal of the individual as quick as possible. Once the robber has departed the facility, swiftly inform police officials. Use of the alarm is permitted when there is no possibility for the robber to become aware of its use and if they are in an isolated area from people.

**EMPLOYEE LEAVE**

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**Military Leave**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable

statutory limitations, employees will retain reemployment rights and benefits in accordance with applicable Federal and State laws.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

**Family and Medical Leave (FMLA Leave)**

The Family Medical Leave Act of 1993 (“FMLA”) provides job protect and the continuation of certain benefits for Employees who must take a leave of absence because of the birth or placement of a child, a serious health condition, or to care for a family member with a serious health condition. The FMLA also allows Employees to take leave for a qualifying exigency arising as a result of a family member’s call to active military service and provides up to 26 weeks of leave during a single 12-month period for the care of a family member in the military who is suffering from a combat-related serious illness or injury.

**Eligibility**

To be eligible for coverage, an Employee must have been working at the Applicant at least twelve (12) months (cumulative) before the leave request and worked 1,250 hours during the twelve (12) month period prior to requesting leave.

Eligible Employees are entitled to 12 work-weeks of unpaid leave during any 12-month period when leave is taken for one or more of the following reasons:

- Birth or adoption of a child of the Employee or placement of a child with the Employee for foster care.
- To care for the spouse, son, daughter, or parent of the Employee, if the family member has a serious health condition.
- For a serious health condition that makes the Employee unable to perform the Employee's job.
- For a qualifying exigency that exists because the Employee’s spouse, child, or parent is on or has been called to active military duty. Employees may take leave to handle

exigent circumstances as a result of the following: the servicemember's short notice deployment, military events or activities, childcare and/or school activities, financial and life arrangements, counseling, the servicemember's rest and recuperation leave, post-deployment activities, and other activities subject to agreement by the Firm and the Employee. Temporary or part-time Employees working less than 1,250 hours per year are not eligible for FMLA leave.

Part-time Employees working less than 1,250 hours per year are not eligible for FMLA leave.

### **Health Conditions**

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care and/or continuing medical treatment. A serious health condition must be supported by a timely certification from a qualified health care provider of the Employee. The Applicant may require and pay for a second or third opinion from qualified health providers of the Applicant's choice.

### **Advance Notice**

Advance Notice Thirty (30) days advance notice is required when the leave is foreseeable. In addition, when leave is foreseeable due to a planned medical treatment, a reasonable effort must be made to schedule the treatment so as not to unduly disrupt the Firm's operations. If leave is not foreseeable, the Employee must provide notice as soon as possible of the need for leave and provide sufficient notice that the need for leave is for a qualifying reason under the FMLA.

### **Servicemember Family Leave**

Eligible Employees may take up to 26 weeks of unpaid leave in a single 12-month period to care for a covered family member who has incurred a serious injury or illness in the line of duty that renders him/her medically unfit to perform the duties of his/her office, grade, rank, or rating. To be eligible, Employees must meet the general FMLA eligibility requirements stated above and also must be the spouse, child, parent, or next of kin (nearest blood relative or servicemember's designated next of kin) of the injured or ill servicemember. Leave to care for an injured or ill servicemember, when combined with any other FMLA-qualifying leave,



may not exceed 26 weeks in a single 12-month period. Servicemember leave may be available on an intermittent basis, depending on the circumstances. Employees are required to submit certification of the need for Servicemember leave.

**Other Conditions**

Health insurance benefits can be continued during FMLA leave under the same conditions applicable to active Employees. Employees will remit their portion of insurance premiums monthly. The Applicant may elect to recover any health insurance premiums it pays if the Employee fails to return to work after the leave for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the Employee to leave, or (2) other circumstances beyond the Employee's control. FMLA leave may be taken on an intermittent or part-time basis when it is medically necessary to care for a seriously ill family member or because the Employee is seriously ill and unable to work. The Applicant will require an Employee on leave to periodically report to his/her supervisor of his/her status and intention to return to work. FMLA leave may not be initiated after the twelve-month period following the birth, adoption, or placement of a foster child.

The Applicant reaffirms that it is committed to full compliance with the law, and this Family and Medical Leave Policy governs in case of conflict with other leave policies. The Applicant reserves any and all rights and privileges granted to employers 31 under the laws mandating family and medical leave, even if not expressly set forth in this policy.

**EMLOYEE BENEFITS**

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**Benefits Overview and Disclaimer**

In addition to good working conditions and competitive pay, it is the Applicant's policy to provide a combination of group benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as Paid Time Off and Holidays, insurance and other group benefits. We regularly study and evaluate our benefits programs and policies to better meet present and future requirements. These policies have been developed over time and continue to be refined to keep up with changing times and needs.

**Insurance Programs**

Full-time employees may participate in the Applicant's insurance program. Under this plan, eligible employees will receive comprehensive health insurance coverage. Employees will become eligible to participate in the Applicant medical benefit plan on the first day of the month following thirty (30) days of service. Upon becoming eligible to participate in this plan, employees will receive the summary plan description (SPD) describing the benefits in greater detail. Employees may speak to Human Resources to answer particular questions. Additional benefits may become available at the discretion of the Applicant.

**Worker's Compensation**

On-the-job injuries are covered by our Workers' Compensation Insurance Policy. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Employees must complete an Incident Report with the assistance of their supervisor and/or Human Resources. Failure to follow Applicant procedures may affect the ability of the employee to receive Workers Compensation benefits.

**Observed Holidays**

The Applicant observes the following holidays:

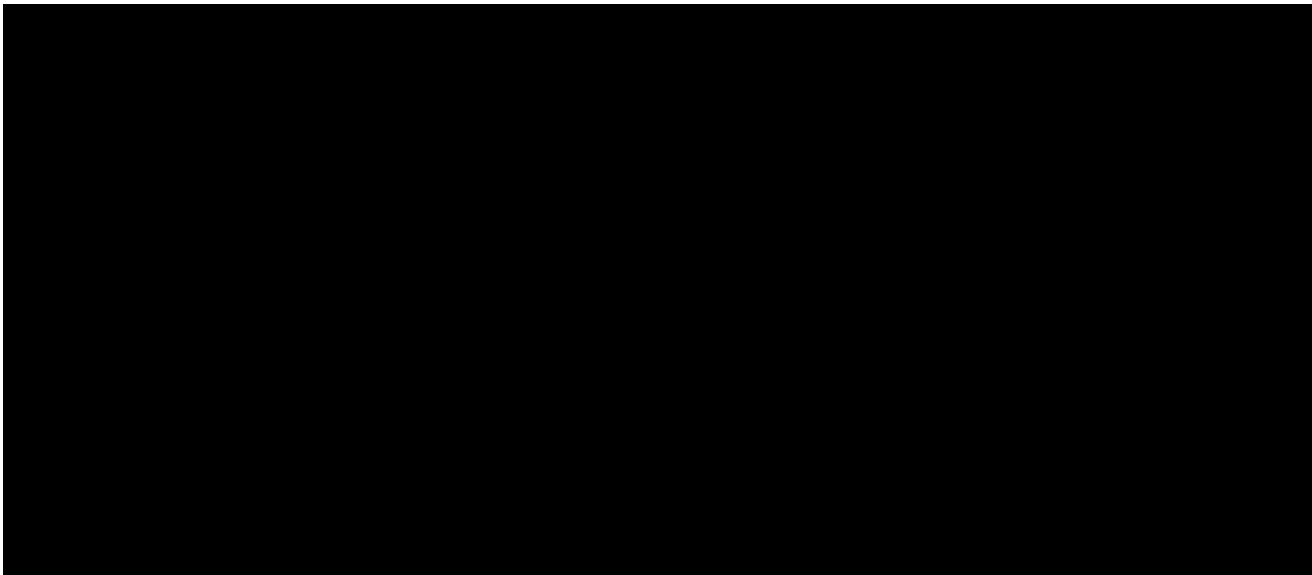
- New Year's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day\*
- Christmas Day\*

\*Indicates Holidays when the Facility is Closed

All full-time employees who work on the above days will receive premium pay based on Federal Law and/or Alabama State law, if applicable. An employee may request time off without pay for the observance of religious holidays or may deduct religious days from their allotted Paid Time Off. When the facility is closed on a holiday, employees may be offered the opportunity to work an additional shift during the pay period in which the holiday falls and will be dependent upon business needs.

**Paid Time Off (PTO)**

The Applicant recognizes that employees have diverse needs for time off from work and as such, have implemented this policy for Paid Time Off (PTO). Employees are responsible for managing their own PTO days and/or times to allow for adequate reserves if there is a need to cover vacation, appointments, emergencies, or other situations that may arise and require time off from work. PTO is payable in the same manner as the regular salary and is subject to the same withholding elections.



PTO is subject to the following conditions:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



[REDACTED]

If an employee fails to provide the required documents within seven (7) days of the absence without reasonable justification, the Applicant may recoup the sum paid for sick leave from the employee's future pay as an overpayment.

Employees must notify the Applicant before they use sick leave, except in the case of an emergency. For foreseeable or pre-scheduled uses of sick leave, employees must provide the Applicant at least seven (7) days' advance notice, except where an employee learns of the need to take sick leave within a shorter period. For unforeseeable absences, employees must provide the Applicant with notice that is reasonable under the circumstances. For multi-day absences, employees must provide notification of the expected duration of the leave or, if unknown, must notify the Applicant on a daily basis during the leave, unless circumstances make such notice unreasonable.

**CONFIDENTIALITY AND NON-DISCLOSURE**

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During work, an employee may become aware of confidential information about the Applicant or its business, including but not limited to information regarding finances, pricing, future project development, software and computer programs, marketing strategies, suppliers and customers. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Applicant may be subject to disciplinary action, up to and including termination.

To protect such information, employees may not disclose any confidential or nonpublic proprietary information about the Applicant to any unauthorized individual. If you receive a

request for the sharing or knowledge of confidential information, either explicit or implied, regardless of the form of such request, you should immediately refer the request to your manager and Human Resources. Violation of this policy may result in disciplinary action, up to and including termination. If an employee leaves the Applicant for any reason, he or she may not disclose or misuse any confidential information.

**EMPLOYEE MANUAL RECEIPT AND ACKNOWLEDGEMENT**

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I hereby acknowledge that I am in receipt of the Applicant’s Employee Manual and acknowledge my obligation to read and understand its contents. I understand that I should contact my supervisor regarding any questions not answered in the manual.

I understand and agree that this manual is intended to provide an overview of Applicant’s personnel policies and does not necessarily represent all procedures or policies in force. I further acknowledge that the information, policies and benefits described herein are necessarily subject to change at the sole discretion of the Applicant at any time.

I understand that I may not reproduce or distribute the Employee Handbook in any manner or format.

I further understand that my employment is terminable at will, either by myself or the Applicant, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no Applicant representative may modify “at-will” status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally without written approval from an officer of the Applicant and any such modification must be signed, in writing.

I understand that my signature below indicates that I have read, reviewed, and understand the above statements and that I have received a copy of the Applicant’s Employee Handbook.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Employee’s Name (Typed or Printed)

# Exhibit 23 – 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date



**Purpose**

Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry and Applicant's Director of Dispensary Operations (DDO) holds a PharmD and is an Alabama Registered Pharmacist. Accordingly, Applicant has accumulated the requisite knowledge and experience to provide a quality control and quality assurance plan.

The purpose of this quality control and quality assurance plan is to ensure that all products dispensed at Applicant's facilities meet the highest standards of safety, reliability, and consistency. Through the implementation of quality control protocols, the plan will ensure that all products meet the required standards of quality and safety before being dispensed to patients. The plan will also provide guidance on how to identify and monitor any potential issues that may arise during the process of product selection and distribution. The ultimate goal is to provide a safe, reliable, and consistent experience for all patients.

**23.1 Quality Assurance Plan**

The Applicant has developed a detailed Quality Assurance Plan to address the safety of the medical cannabis patients, the larger community, and employees. To ensure that all medical cannabis products meet the highest regulatory and internal criteria for safety, potency, stability, lifespan, and consistency among batches of the same product. The Applicant's Quality Assurance Plan will ensure that the Applicant is in full compliance with the rules, regulations, and testing requirements set forth by the Alabama Medical Cannabis Commission (AMCC).

The following details the Applicant's policies and procedures for ensuring quality assurance and quality control on cannabis items, inventory systems, labeling, and internal processes in compliance with the Regulations.

**Responsibilities**

The responsible parties for maintaining quality assurance at the Applicant's dispensing facility are the Chief Executive Officer (CEO), the Chief Operating Officer (COO), The Chief Compliance and Quality Assurance Officer (CCO) the Director of Dispensary Operations (DDO), and the Dispensary Manager (DM). It is to be noted that the DDO and DM are also Certified Dispensers. It is their responsibility to ensure that the medical cannabis products

sold at the dispensary are safe, and at the minimum, meet the legal requirements for medical use to ensure patients have access to high-quality and uncontaminated products. By maintaining quality assurance, these dispensary key employees can help ensure that patients have access to the treatment they require. Collectively, the CEO, COO, CCO, DDO, and DM, will be responsible for:

- Developing, implementing, and updating standard procedures for the storage of medical cannabis products consistent with best practices and the regulations.
- Ensuring that all storage areas have adequate lighting, ventilation, temperature, humidity, space, and equipment.
- Ensuring that all storage areas are maintained in a clean and orderly condition; kept free from infestation by insects, rodents, birds, and pests of any kind; and maintained in accordance with the security requirements of the Regulations.
- Ensuring that all medical cannabis products in any storage area are properly tagged and tracked in compliance with the Regulations.
- Keeping the safe, Vault, Fulfillment Room, and any other equipment or areas used for storage of medical cannabis products securely locked and protected from entry, except for the actual time required to remove or replace medical cannabis products.

**General Requirements**

Quality Feedback

The Applicant shall establish good working relationships with the Commission’s licensed Processors, Integrated Facilities, and Cultivators to ensure that the dispensary has access to high quality medical cannabis and can obtain the products it needs in a timely manner. By engaging in open communication with patients and other licensees, the Applicant shall provide beneficial product feedback on the patient’s experience with the treatment for purposes of assisting with the improvement of quality of the treatment. The product feedback shall be executed using a Product Feedback Survey.

- The patient may provide the following information on their medical cannabis product within the Product Feedback Survey:
  - product details (type of product, name of batch, date product was produced, date of purchase, originating Facility, etc.),

- ease of use,
- overall consistency, and
- and areas for improvement.
- The Product Feedback Survey shall be provided in a voluntary manner for patients, and they shall be assured that personal information will not be disclosed to ensure patient confidentiality.
  - The DM shall generate a master list of all relevant persons and their contact information at licensees for easy notification of product feedback.
  - The DM shall provide the Applicant's facility contact information, as well as their direct work communication contact to other licensees.

Employee Product Knowledge:

- Applicant shall properly train employees under their supervision on medical cannabis products available at the facility. The Applicant shall stress the importance of employees having knowledge on the treatments being offered at the facility to establish a well-functioning workplace. They shall ensure these employees have a good understanding on the following:
  - Proper product storage requirements and procedures at the facility
  - Special dispensing requirements which include the type of product and how to use it (i.e., nebulizing solution requiring specific equipment)
  - Proper storage requirement for patients/caregivers after dispensing

Proper Product Storage and Conditions:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]

- [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
- █ [Redacted]

**Contamination Control**

- Training:
  - All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
- Traps for monitoring:
  - Small sticky traps for monitoring of flying or airborne pests shall be posted, mapped and levels of any pest shall be appropriately monitored/ documented.
- Using Approved Material for Rendering Medical Cannabis Unusable:
  - Inert materials shall be used like cat litter, slack lime, soil, and or similar substance depending on the type of product. The Applicant has provided disposal methods for each type of approved medical cannabis product in Alabama in Exhibit 15.10: Waste Tracking and Disposal.
  - [Redacted]

○ [REDACTED]

- Handling and storage of non-medical cannabis product waste:
  - All non-medical cannabis waste will be placed into the appropriate impervious covered waste receptacles: recyclable, organic, solid waste.

**Inspections**

- The DDO shall draft a Cleaning and Maintenance Schedule and oversee the cleanliness inspection of the facility that ensures:
  - A daily visual inspection of the entire storage area(s) for cleanliness. The inspection of such shall include evidence of contamination, infestation by insects, rodents, birds, and pests of any kind, and verifying the air filtration system reads “Good” air quality.
  - A weekly visual inspection of the entire storage area including the Vault and Fulfillment Room, the Dispensing Area and/or all areas of the facility for cleanliness. The inspection of such shall include evidence of contamination, infestation by insects, rodents, birds, and pests of any kind, and verifying the air filtration system reads “Good” air quality.

**Personnel Hygiene**

The COO and DM shall enforce all employees at the facility or vendor/contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of the facility or others until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors, DM, or Assistant Dispensary Manager (ADM).

- If the DM may have sufficient reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any

disease listed in Alabama Code Chapter 420-4-1, will report immediately by email to the Local Board of Health.

- The Applicant shall voluntarily comply with all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health.
- The Applicant's employees must report any flu-like and/or COVID-like symptoms, diarrhea, and/or vomiting to the DM or ADM. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.

All the Applicant's employees shall conform to sanitary practices to maintain adequate personal cleanliness while on premises, including but not limited to:

- Grooming and Attire:
  - Arrive at the facility with good hygiene intact – clean hair, teeth brushed, bathed and no evident odor emitting.
  - Fingernails shall be maintained in a manner so edges and surfaces are cleanable; and cannot cause harm to persons or harm the medical cannabis product when in contact
- Hand-washing (including under fingernails vigorously and thoroughly with soap and warm water for a period of 20 seconds): The Applicant's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Applicant will provide its employees with adequate, readily accessible toilet facilities, in the back-of-house, that are maintained in a sanitary condition and in good repair. Good sanitary practices require employees to wash and sanitize their hands, and the Applicant will provide effective hand cleaning and sanitizing preparations and sanitary towel service or suitable drying devices throughout the Facility.
  - Hand-washing shall be required at the following times:
    - when entering the facility before work begins;
    - in the restroom after toilet use and when returning to workstation from a break;
    - after touching face, nose, hair, or any other body part, and after sneezing or coughing;



- after cleaning duties;
  - after eating or drinking;
  - after destruction of medical cannabis product, to those applicable;
  - any other time an unsanitary task has been performed – i.e., taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.;
  - only in hand sinks designated for that purpose; and
  - before which faucets are turned off and hands are dried using single-use paper towels to prevent recontamination of clean hands.
- Proper Attire:
    - Personnel shall wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors to avoid potential slips.
  - Cuts, Abrasions, and Burns:
    - Personnel shall bandage any cuts, abrasions, or burns that has broken the skin.
    - Bandages on hands shall be covered with gloves to protect finger cuts and change as appropriate to avoid infection.
    - Inform management of all wounds.
  - Smoking, Eating, and Gum Chewing:
    - The facility is strictly a smoke free facility. No smoking or chewing tobacco shall occur on the premises, unless there is an area designated outside of the facility.
    - Eating and drinking shall be in designated areas only (in the breakroom if done on premises).
    - Highly discouraged to chew gum or eat candy in the facility (unless in the breakroom).

### **23.2 Quality Control Plan**

The Applicant shall implement strict quality control measures at the facility to ensure that the medical cannabis products sold are safe, effective, and properly labeled. These measures

are designed to protect patients who are seeking high quality medical cannabis from the Applicant. Such quality control measures to be taken by the Applicant include, but are not limited to, accurate and secure packaging and labeling, training, and product testing.

Although each product is required to be qualified (having passed the testing conducted by a licensed State Laboratory) prior to dispensing at the facility, the Applicant shall consider initiating private testing, at their own expense, on products received by licensees Processors, Integrated Facilities, and/or Cultivators (with the authority to sell to dispensaries) regardless of whether said medical cannabis has been packaged, labeled and sealed. It shall be noted that any testing for the means of the Applicant shall be conducted as “private testing” measures, meaning testing that is conducted at the instance of the Applicant by a third party or outside the official capacity of the licensed State Testing Laboratory as defined in AMCC Rule 538-x-10-.02-6. At the request of the Applicant, testing may be conducted by the licensed State Testing Laboratory which shall be indicated as an unscheduled unofficial testing pursuant to AMCC Rule 538-x-10-.04-4.

The plan to assure quality control of medical cannabis product through means of private testing shall be the following:

**Points at Which Testing May be Conducted:**

- Adverse Event is Reported
  - The Applicant shall consider testing a batch of product if multiple patients/caregivers have reported adverse effects on the same batch of product. If the Applicant determines that a complaint from a patient/caregiver is evidence of an adverse event, the Applicant will initiate procedures for investigating and reporting the event to appropriate authority. The review and investigation of a complaint or adverse event will extend to all related batches or lots, relevant records, and other licensees involved in the supply chain process. The adverse effects shall be recorded at the facility in the procedural manner as described in Exhibit 24.1 of the Contamination and Recall Plan. If 5-10 patients/caregivers report complaints, the DDO and/or DM shall initiate the private testing process.

- The Applicant shall consider factors of the adverse event to determine the necessity of private testing as mentioned in Exhibit 24.2 of the Contamination and Recall Plan including but not limited to:
  - Severity of Adverse Event: Has the adverse event lead to or have a direct correlation with death, hospitalization, disability, life-threatening illness, health altering reaction to physical and mental health, either reversible or irreversible, the potential for a recurrence of the event, and/or the potential for long term health effects?
  - Extent of Usage: Is the adverse effect synonymous with the number of patients who have similar adverse effects on the same batch of product? It may also include the number of patients who received the adversely affected product.
- Contamination is Detected
  - If unforeseen contamination is detected at the dispensary facility, and to the extent the DDO and/or DM has reason to believe the quality of the medical cannabis product has been altered due to said contamination, the DDO and/or DM shall consider testing. In this instance, the product is altered at the dispensary facility, so the Applicant understands the importance of initiating a test for severity and type of contamination, if contamination is to be known.
- Randomized Testing
  - DDO and/or DM shall schedule testing two (2) to four (4) times a year for randomized selection of medical cannabis products. At each scheduled test, the type of medical cannabis product and/or originating Processor of the product shall be different.
  - This type of randomized testing shall ensure the overall quality of the treatment being offered at the facility sustains adequate potency and remains consistent with the Applicant's high standards.

**Rules for Testing:**

- Pursuant to AMCC Rule 538-x-10-.03-3.d, the licensed State Laboratory may perform private testing on behalf of the Applicant; the results of which may be reported to the Commission at the discretion of the Applicant. The Applicant shall adhere to the testing rule in which private testing may only occur pursuant to an advance request for a private test by the Applicant (made at or before the time of collection of the batch or lot for testing).
- Applicant shall adhere to the testing rule in accordance with AMCC Rule 538-x-10-.04-12, “a sample of medical cannabis for testing must be at least ten (10) grams and no more than thirty (30) grams; a sample of a production run of medical cannabis must be the lesser of one percent (1%) of the total product weight of the production run or ten (10) units of product. All samples must be homogenized before testing.”
- Prior to testing, the licensed State Testing Laboratory shall have verified its testing methods with the Official Methods of Analysis of AOAC International, the Performance Tested Methods Program of the Research Institute of AOAC International, the Bacteriological Analytical Manual of the Food and Drug Administration, the International Organization for Standardization, the United States Pharmacopeia, the Microbiology Laboratory Guidebook of the Food Safety and Inspection Service of the United States Department of Agriculture, the Department, or an equivalent third-party validation study approved by the Commission; or verified its alternative testing methods developed by the State Testing Laboratory pre-approved by Commission, pursuant to AMCC Rule 538-x-10-.05-4. It shall be up to the discretion of the licensed State Laboratory to determine whether each test to be conducted will be performed in-house or through unofficial private testing performed by the State Testing Laboratory, which may be dependent on, but not limited to, the type of test offered in-house.

**Type of Testing**

The Applicant may test for components from samples of batches of medical cannabis product so that it meets the current minimum standards by the Commission; that of which are tested for, for official testing by the licensed State Laboratory. The following are the type of testing

the Applicant may request for pursuant to AMCC Rule 538-x-10-.04-6, 538-x-10-.04-7, 538-x-10-.04-8, and 538-x-10-.04-9:

- Cannabinoid content and potency, including, but not limited to, all of the following: Total THC (THC+THCA), Total CBD (CBD+CBDA), THC/CBD ratio, if applicable, and Percent of THC relative to original plant material (w/w).
- Terpene profiles.
- Heavy metals.
- Chemical contamination, such as residual solvents remaining after extraction and concentration.
- Microbials, including pathogenic microbials.
- Mycotoxins.
- Residual pesticides: (insecticides, fungicides, herbicides, and growth inhibitors/regulators)
- Residual solvents.
- Any other testing protocols as may be required by the current minimum standards established by the Commission, which shall be made available on the Commission's website as listed in Appendix A of Chapter 10 of AMCC Rules and Regulations.
- Use validated test methods to determine delta-9-tetrahydrocannabinol, tetrahydrocannabinolic acid, cannabidiol, and cannabidiolic acid levels, in accordance with the current minimum standards established by the Commission, which shall be available on the Commission's website.
- Perform other tests necessary to determine the sample batch's originating Facility's compliance with good manufacturing practices, including but not limited to the following:
  - Tests demonstrating that medical cannabis is medical grade.
  - Tests demonstrating that medical cannabis contains no active ingredients other than cannabis provided by a licensee under the Act and this Chapter.

- Tests demonstrating that any excipients are pharmaceutical grade within safe and effective levels, in accordance with the formula provided by the originating Facility.
- Any other tests that may be reasonable, necessary, and appropriate to demonstrate good manufacturing processes.

In the event a sample of product is being tested through the initiation of the Applicant, the Applicant shall quarantine the remaining batch of the tested product at the facility and follow the Quarantine Product procedures as established in Exhibit 24.5 of the Contamination and Recall Plan. This process involves the complete segregation and consolidation of all parallel products remaining in the Facility by means of secured storage within the quarantined storage bin in the Vault. All quarantined medical cannabis product is stored away from and not in close contact with usable medical cannabis product in the Vault in the designated “SEGREGATE – DO NOT SELL” bin. The process also involves an update in the third-party inventory tracking system, Dutchie, to reflect the removal of tested product from the sale availability by designating the product into the “Quarantine Room” option. Dependent on the results of the testing, the Applicant shall transfer quarantined product as follows:

- Passing of a Test: Quarantined product is moved back into regular storage in the Vault and in the Fulfillment Room (if passing occurs during business hours of operation) alongside usable product to make product available for sale. Dutchie shall be updated so product is moved from “Quarantine Room” back onto sales.
- Failure of a Test: The licensed State Laboratory may provide advice on the action to take for a failed test product, which the Applicant shall take into consideration. The Applicant shall notify the Commission and product’s originating Facility and all involved licensees, if applicable, via notification through Metrc and phone and email. Upon final determination from the Commission and the originating Facility, the product shall be moved to the designated “QUARANTINE FOR DESTRUCTION- DO NOT SELL” bin in the Vault which indicate the action by the Applicant to initiate destruction of product. Accordingly, the product in Dutchie shall be moved from the “Quarantine Room” to “Destruction”; OR the product shall be returned to the originating Facility by means of recall in which Applicant shall follow Recall

procedures as established in Exhibit 24 of the Contamination and Recall Plan; and as such, the product in Metrc is update to reflect a recall which involves the initiation of a Recall Manifest (for the purpose of the transfer of recalled product from the Applicant to the originating Facility).

- All quarantine and waste/destruction products will be logged with the appropriate hard-copy log located with each quarantined segregated storage or quarantined for destruction respectively.

### **Recordkeeping of Testing**

The Applicant shall maintain all information pertinent to testing for no less than one year and/or for the duration of business operations by the Applicant. The Applicant will provide testing information to all relative licensees, the Commission, and patients/caregivers, if requested, at the discretion of the Applicant. The summary of the testing results report may include the following, but not limited to the details required in the licensed State Laboratory's Manifest in Metrc pursuant to AMCC Rule AMCC Rule 538-x-10-.04-14, that of which are listed below under Return and Remediation.

### **23.3 Return, Remediation, or Destruction Plan**

Pursuant to AMCC Rule 538-x-10-.08-5, within seven (7) days following a failed test, the Applicant is required to do at least one of the following actions:

- Accept the results of the test and destroy the batch
- Request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System, Metrc) that the State Testing Laboratory retest the sample as a sample which shall be sent to another State Testing Laboratory, if available, as chosen by the Commission, to provide a tiebreak test. The results of the tiebreak test are final. If the need arises, only then shall the Applicant consider a retest.
- Following a test or failed retest by the licensed State Testing Laboratory, the Applicant has the authority to challenge the results by a request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that two additional State Testing Laboratories be chosen by the

Commission for full testing of the parallel sample. Should there not be enough product for retesting, the Applicant shall provide the parallel product to the additional State Laboratories. If either of the retested batch samples are not cleared for use, the challenge is unsuccessful, and the batch must be destroyed with the Commission being the final arbiter of any challenge under this rule. If the need arises, only then shall the Applicant consider a challenge.

- Attempt to remediate the batch and request in writing (with copy to the Commission provided electronically through the Statewide Seed-to-Sale Tracking System) that the State Testing Laboratory obtain new samples and retest the remediated batch. Batch Remediation affects a reset of the testing process which shall require the originating Facility to follow official testing requirements. If the need arises, only then shall the Applicant consider a remediation in coordination with the originating Facility.

**Action for Sample After Testing**

Any remaining sampled product at the licensed State Laboratory shall be properly returned and remediated or destroyed.

- Return and Remediation: the licensed State Laboratory shall initiate the return of the failed sampled product to the Applicant. The process shall include initiating a transfer Manifest through Metrc. The following is provided within the Manifest of pursuant to AMCC Rule 538-x-10-.04-14:
  - The identity of the licensee for whom testing is to be performed.
  - Where and how the sample was obtained.
  - The size, count or weight, as available, of the sample obtained.
  - The date and time the sample was obtained.
  - The identity of the transporter, including any Secure Transporter, if any, including the identity of the personnel and vehicle involved in the transport.
  - The date and time of the sample's arrival at the State Testing Laboratory.
  - The tag, lot, or batch number (and any other information contained on the digital or QR code) applicable to the cannabis or medical cannabis, as available, from which each sample was obtained.
  - The conditions of storage upon arrival at the State Testing Laboratory.



- The date and time testing commenced.
  - The types of tests undertaken by the State Testing Laboratory and the amount of the sample used for each test.
  - The date and time testing concluded.
  - The results of testing. Any steps to be taken as a result of such testing.
  - Any steps to be taken to dispose of or return any unused sample material (done by the licensed State Testing Laboratory).
  - If returned, the date and time of the sample product's departure from the laboratory.
- In the event the failed testing requires return of the product, the DM and/or IM shall follow recall procedures as established in Exhibit 24. Failed testing shall be reported to the originating Facility and the Commission via Metrc's "Notifications" option; and authorization from the originating Facility and the Commission shall be provided prior to the Applicant's Recall initiation.
  - If an instruction to destroy the product has been made by the initiating licensee and upon approval of the Commission from a failed test, the DM and/or IM shall follow all steps necessary for rendering the sampled product unusable which entails return procedures listed above, and destruction protocols as described in Section 15.10
  - The Applicant shall maintain a system of record keeping that will permit the identification for purposes of return, recall, remediation, and/or destruction of any returned samples of medical cannabis product from testing.

# Molekule Air Pro



The path to clean air, now with advanced sensing

### 360° air intake

Air Pro takes in surrounding air from every angle.

### Particle capture

Air flows through outer filter layers, trapping large particles, and slowing down chemicals passing through the filter.

### PECO process

Purification at its best. The nanocatalyst-coated filter layers react to light, destroying pollutants and leaving behind clean air.

### 360° of clean air

Air Pro disperses clean air into the room.

## Auto Protect now reacts to chemicals

Two Auto Protect modes are available for you to choose from.

**Auto Protect Standard:** When sensors detect dirty air, higher fan speeds engage.

**Auto Protect Quiet:** Destroys pollutants at evening appropriate noise levels.

## Real-time Air Score

Track your Air Score & individual pollutants affecting you throughout the day or week.

Explore your Air Score based on particulate matter & VOC levels right now or over time. CO2 & RH are tracked by Air Pro but don't contribute to your Air Score.

See individual changes to VOCs, 3 types of particulate matter (PM), relative humidity (RH) & CO2 levels.

- Air Score
- Chemicals
- PM10
- PM2.5
- PM10
- CO2
- RH

## Air Score — particles, chemicals

The Molekule Air Score assesses your particle and chemical levels to score your indoor air in real time. It also decides fan speed while Auto Protect modes are on and shows your Air Quality score as a clean color based metric on your app and purifier screens. Get a snapshot of your indoor air quality with an Air Score so you can stay informed and in control of the air you breathe.

Air Pro detects but doesn't destroy CO2 or humidity. Air Score doesn't account for CO2 or humidity.

## Air Pro tech specs

Room size coverage	Up to 1000 sq ft (92.9 m²) with avg. 8 ft ceilings
Detection	Particulate matter (PM1, PM2.5, PM10) down to 0.3 µm, VOCs, CO2, relative humidity
Automated modes	Auto Protect: Standard & Quiet
Control	Touch display & app
Fan speeds	6 manual speeds
Handle	Vegan leather
Filters	Multi-layer PECO Filter
Power consumption	Lowest speed: 26 W/h, Highest speed: 123 W/h (3 prong power plug)
Sound levels	Lowest speed: 33 dBA, Highest speed: 64 dBA
App enabled	iOS & Android
WiFi enabled	2.4 GHz
Cord length	70.87 in. (180 cm)
Size	23.1 in. (58.6 cm) high 10.9 in. (27.8 cm) wide
Weight	22.9 lbs (10.38 kg)
Warranty	2 year limited warranty
FDA clearance	510(k) Class II: Cleared for medical use to destroy bacteria, viruses & mold, and collect particles

# Exhibit 24 – 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

The Applicant provides the following plan for the contamination and recall of medical cannabis product. Applicant has over 30 years of combined experience in the medical and adult-use cannabis industry and Applicant's Director of Dispensary Operations holds a PharmD and is an Alabama Registered Pharmacist. Accordingly, Applicant has accumulated the requisite knowledge and experience to provide expertise on steps to follow in the event one or more medical cannabis products offered for sale at the Facilities is determined to require recall as well as preventative measures to avoid contamination.

**24.1 Provision for Notifying**

The Applicant's Director of Dispensary Operations (DDO) and the Dispensary Manager (DM) shall be responsible for notifying the originating Processor or Integrated Facility and any other licensee in the chain of custody of an adverse event. It is to be noted that the DDO and DM are also Certified Dispensers. The Applicant has established a set of procedures which outlines how notifications should be made:

1. Prior to notification, the Applicant shall ensure full contact information of all individuals with authority to handle adverse events from the Processors or Integrated Facilities and any other licensees is accessible within the Facility.
2. The DM shall utilize an "Adverse Event Form" for the purpose of documenting pertinent information regarding the adverse event.
3. The "Adverse Event Form" shall include the following details:
  - a. Patient's contact information (name, phone, email, address) to be held for the Applicant's records ONLY unless UPON REQUEST from the Commission.
  - b. Date and time of patient's notification of the adverse event to the DM.
  - c. A detailed description of the adverse event and other factors that may pertain to the event:
    - i. Date, time, and location of the adverse event
    - ii. Was hospitalization required?
      - If Yes, Date and Treating Physician
      - Outcome of Hospital Visit
    - iii. Was medical cannabis treatment taken with another prescription?

- iv. Briefly explain type of reaction, if applicable\_\_\_\_\_.
  - d. Medical Cannabis Product details (including type, dosage, quantity of product taken).
  - e. Certifying physician of the patient (to be held for the Applicant’s records ONLY unless UPON REQUEST from the Commission).
  - f. Contact information of the originating Processor or Integrated Facility and any other licensee in the chain of custody of an adverse event.
4. The DM shall notify the originating Processor or Integrated Facility, any other licensee in the chain of custody of the adverse event, and the Commission, utilizing the details taken from the “Adverse Event Form” details (with the exception of the patient’s contact information and their certifying physician contact information) through the Statewide-Seed-to-Sale system, Metrc, pursuant to §20-2A-60-a(9) of the Alabama Code.
  - a. As additional provisions of communication, the DM shall also notify the parties via phone and email.

**24.2 Factors Necessitating Recall, Retest, or Remediation**

The Applicant shall take into account factors about an adverse event that would necessitate a recall, and any potential for retesting and remediation. An adverse event is any harm caused by a recommended product or dose by a registered certifying physician, or from any inappropriate use of medical cannabis product recommended. The factors are as follows, but not limited to:

- Severity of Adverse Event: A serious adverse event such as death, hospitalization, disability or life-threatening illness would necessitate a recall, retesting, and/or a remediation. A severe adverse event may include a health altering reaction to a patient’s physical and mental health, either reversible or irreversible, the potential for a recurrence of the event, and/or the potential for long term health effects.
- Extent of Usage: The adverse effect may be synonymous with the number of patients who have similar adverse effects on the same batch of product. It may also include the number of patients who received the adversely affected product.

- Presence of Contaminants: The factors that would likely necessitate a recall of medical cannabis products include the presence of contaminants, such as pesticides, microbials, and heavy metals; unexpected active ingredients; or an incorrect concentration of an active ingredient; and foreign objects.
- Mislabeling: There is a possibility for the labeling of the product to be incorrect or missing any information required by the regulation and/or incorrect product packaging in which case the label does not match the product it is intended for.

Factors to be Considered but may Not Necessitate Recall:

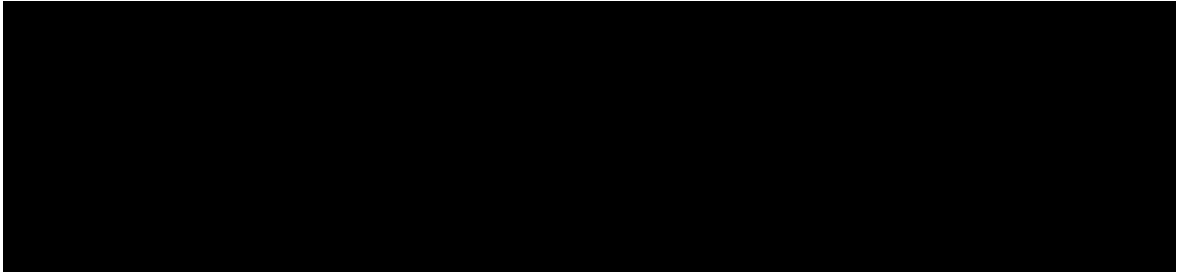
- A patient's specific occurrence of the adverse effect(s), such as being non-compliant with their registered certifying physicians' recommendation about dosage, or has an accidental administration of higher than recommended dose by the physician.

**24.3 Responsible Individuals**

The Applicant shall designate responsible individuals to oversee the recall process of medical cannabis products at the facility to ensure that any recalled product is identified, removed, and segregated in a timely manner. The following employees each have an important role in the remediation process of a recalled product:

- The DDO, DM, and IM: The DDO, DM, and IM (Inventory Manager) shall oversee any recall, remediation, or retest processes and ensure all other employees are properly trained in the process so that delegated tasks in the process are completed thoroughly and accurately. The responsibilities shall include being tasked with supervising quality control measures; reviewing, tracking, and segregating the recalled item to quarantine; notifying all involved licensees and parties, and the Commission of an adverse event; and updating inventory status in Metrc and the Applicant's Point-of-Sale system, Duchie. In the event a recall has been determined by proper agencies and licensees, the DM and IM shall instruct the Dispensary Technicians (DT) to contact each patient/caregiver to whom the recalled product was sold and instruct to bring the product back to the Facility for remediation, which they shall oversee.

- The Dispensary Technician (DT): The DT is the initial employee the patient may be in communication with when they report an adverse event and shall notify the DM.



**24.4 Notification Protocols**

It is crucial that the Applicant’s DM and/or IM take immediate steps and follows proper notification protocols for any urgent adverse event or recall of a product. The notification shall involve communications between the Applicant and the originating Processor or Integrated Facility, other licensee in the chain of custody that are involved with the affected product, and the Commission through Metrc. Metrc shall be utilized for the proper communication of an urgent mandatory product recall and other matters that may require action from licensees pursuant to §20-2A-60 of the Alabama Code.

- Metrc, shall enable the Applicant to select the licensees that require immediate contacting, and the Commission, in a secure manner.
- The DM or IM shall initiate a notification securely in Metrc to other licensees and the Commission upon discovery of any serious product irregularities or complaints, such as the patient’s report of an adverse effect.
  - All pertinent details on the product in question, including adverse effect information and reason for requesting further action, shall be provided.
- Upon notification to other licensees and the Commission, the Applicant shall await for appropriate instructions for product remediation.

**24.5 Process for Remediation of Recalled Product**

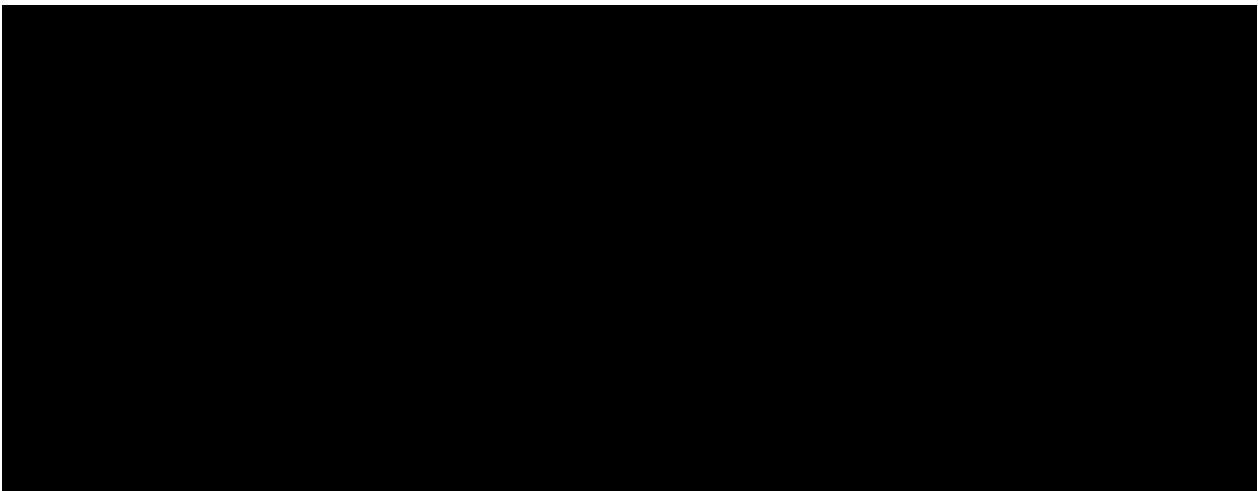
The Applicant has an understanding that the process of returning, remediating, and destroying, if applicable, recalled medical cannabis products is essential to ensure patient safety. This process helps to ensure that all usable medical cannabis products are free from



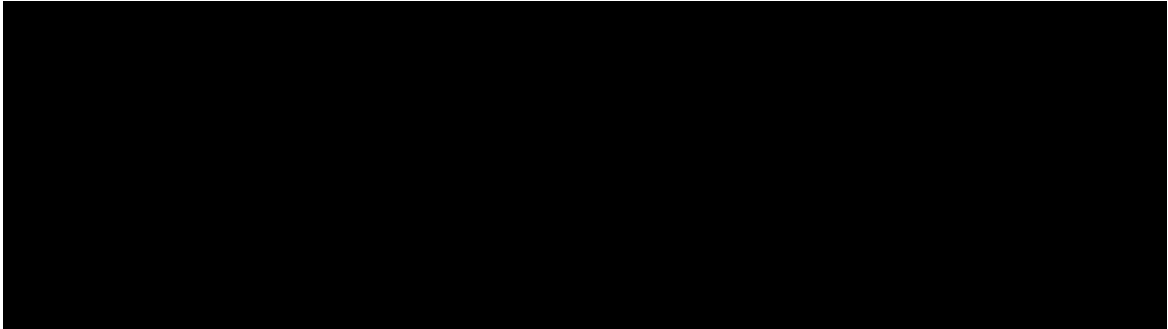
contamination or other safety hazards that could cause patient harm and meet the necessary safety and quality standards set by the Commission.

Segregation/Quarantine of Product Upon Notification:

Upon the notification from the Applicant to the originating Processor or Integrated Facility, any other licensees, and the Commission of the product with an adverse effect, the Applicant shall reasonably assume the Commission shall coordinate with the originating Processor and/or Integrated facility and all other involved parties, if applicable, to determine further action for the product. After coordination has been accomplished, the originating Processor and/or Commission may administer notification/alert to the Applicant for the immediate quarantine of said product. The following procedures shall be followed by the Applicant in the event of this quarantine alert:



- The DM and/or IM shall update the status of the product on Dutchie to quarantine to eliminate the ability for the product to be continued to be sold.
  - Dutchie enables the Applicant to transfer recalled products in a designated “Quarantine Room,” which immediately removes the product from its available sale. The Product may be stored here until further instruction/guidance has been provided.
- After the quarantined response initiated by the Commission and proper remediation has been determined by the originating Facility, the Applicant shall then be instructed to hold the product, return the product, and/or destroy the product;



The DM and/or IM shall update the status of the product on Dutchie by taking it out of the “Quarantined Room” to make it available for sales. Normal sales of unusable medical product shall resume.

- If an instruction to return the product has been made and notification to patients/caregivers who have obtained the product from the Facility is required, the DM and/or IM and employees under their supervision shall contact all patients and caregivers via phone. This communication will provide the patient/caregiver with information on the procedure for proper return of the recalled item and provide the reasoning for the return. The Applicant shall offer to pay reimbursement for the recalled product. [REDACTED]



- If an instruction to destroy the product has been made by the initiating licensee and upon approval of the Commission, the DM and/or IM shall follow all steps necessary for rendering medical cannabis unusable which entails return procedures and destruction protocols as described in Section 15.10: Waste Tracking and Disposal.
- The Applicant shall maintain a system of record keeping that will permit the identification for purposes of recall of any batch or lot of medical cannabis product from patients/caregivers when items are found to be unsafe for use.

**24.6 Reporting and Mitigating Danger to the Public**

Reporting to the Commission and any other appropriate regulatory body is a vital step of crisis response and ensuring public safety. By reporting to the regulatory body, a thorough investigation shall be conducted and will ultimately provide guidance on mitigating or avoiding any danger to the public. This can include informing the public of any potential risks, issuing health warnings, or taking other necessary measures. The following details how the Applicant shall conduct the reporting:

- The Applicant's DM shall notify the Commission immediately upon the discovery of any contamination of medical cannabis products, all of which shall be moved to quarantine.
- At the discretion of the Applicant, a sample of the affected batch of product may be sent to a licensed State Testing Laboratory. The results of such shall be reported, through Metrc, to the originating Processor or Integrated Facility, and other licensee in the chain of custody that are involved with the affected product, and the Commission immediately upon receipt.
- The DM shall generate a dispensing report for affected product through Dutchie. The report generated shall indicate the name of the patient, quantity purchased, and date and time of purchase.
- The DM and/or IM, and employees under their supervision, shall initiate the process of contacting each patient/caregiver using the information provided by the dispensing report and notify them of the product's potential harm.
- The employees contacting the patient/caregiver shall first confirm identity and introduce themselves, and then provide the reason for calling. They shall inform the patient/caregiver on the reason behind the product's recall, the potential danger(s) found related to the product, and the date of the initiation of the recall.
- The employee shall then proceed to inquire about the patient's usage of the product, when they began the treatment, the dosage taken, and if they have experienced adverse effects from the product. The employee shall inquire if the patient/caregiver has any questions on the recalled item. For any questions that are unanswerable by the employee or DM and/or IM, the employee shall make note and inquire with the Commission and originating Facility. If patients/caregivers are unable to be reached

by phone, the DM and/or IM shall send a secure email notifying them to discontinue the use of the product and all pertinent procedures as mentioned above.

- Patients/caregivers shall be notified to return their remaining supply of the recalled product. They shall be instructed to secure the recalled product in original container and secure it in a safe and not easy-to-attain location before returning it to the Facility.

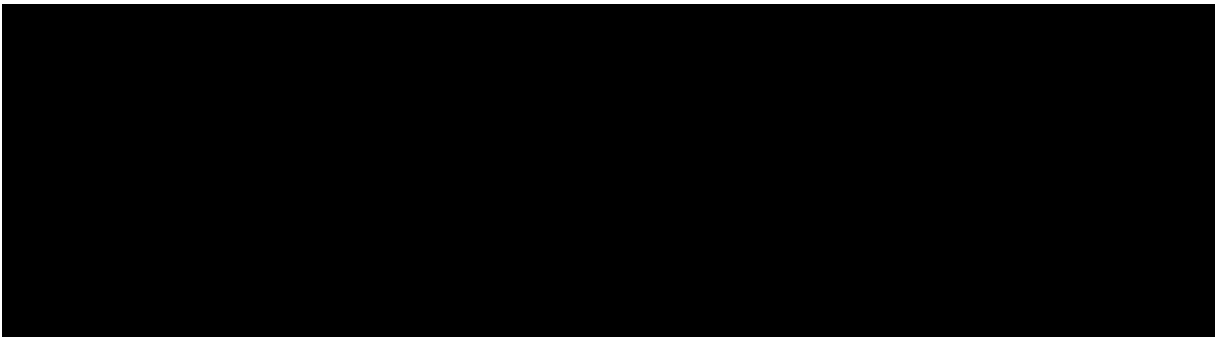


- If the adverse event is severe enough to require additional remediation, the DM and/or IM shall inform other agencies such as the local Health Department, the local Poison Control, and/or any local agency it pertains to, if applicable.

**24.7 Avoiding Further Contamination and Preserving Product**

The Applicant shall adhere to strict sanitation protocols to ensure that all surfaces, equipment and personnel are clean and sanitary to avoid the potential for further contamination. In the event of any unforeseen instances of contamination being discovered, the following step will be taken by the DM and/or IM and employees under their supervision, but not limited to, to preserve and protect the uncontaminated medical cannabis product:

- Locate and identify the contaminated medical cannabis present in the inventory for isolation and quarantine to prevent cross-contamination.
- Take proper sanitary precaution.
  - Employees shall utilize gloves and masks during the transfer of contaminated product.



- Verify that all remaining usable inventory has not been affected through thorough inspection. The products that are stored in close proximity to the contaminated

product shall be inspected closely and must be determined usable by the DM before continuing to be dispensed.

- Employees shall engage in proper sanitary measures which shall include but not limited to cleaning all surfaces in and around the affected areas with commercial grade disinfectants that will not degrade the usable medical cannabis product.
- If immediate destruction of products is needed, the DM and/or IM shall notify the Commission via Metrc, and if necessary, via email and/or phone and proceed to engage in proper waste disposal as described in Exhibit 15.10.
- The Applicant shall maintain a system of record keeping that will permit the identification for purposes of recall of any batch or lot of medical cannabis product from patients and caregivers when items are found to be unsafe for use.

#### **24.8 Investigation and Analysis**

The Applicant's DM and/or IM, during the information gathering process related to the factors leading to the unforeseen contamination, shall utilize the "Adverse Event Form" as a tool to document all findings. The following steps will be taken by the DM to investigate and analyze the factors that led to a recall, but not limited to:

- Determine which employee was responsible for finding the adverse event and document the nature of the discovery and time of discovery.
- Determine if the cause was due to external environmental factors or internal human error. Internal human error shall be mitigated through the strict enforcement of the following policies that include, but are not limited to:
  - All employees shall be required to maintain excellent personal hygiene, any disregard shall appropriate immediate order by DM to remediate hygiene.
  - The Applicant shall enforce strict hand washing requirements; hand washing facilities shall exist in the facility bathroom at a minimum, and additional locations in the staff break room.
  - All employees who are exposed to germs and/or have or have been in contact with a person with an illness, shall be temporarily prevented from handling products until recovery.

- The Applicant's policy will dictate that no food or beverages shall be consumed on the premises by approved patients, caregivers, or visitors. Adherence to this policy will be assured by clear signage in the dispensary and oversight/direction.
  - Dispensary staff will only be allowed to consume food/beverages in designated break areas where trash receptacles will be covered and conveniently placed to promote disposal of trash quickly.
- All surfaces of the entire Facility (floors, counters, equipment, safes, etc.) will be cleaned and disinfected routinely, with special attention to where medical cannabis is stored, and shall be done frequently to prevent contamination.
- Once all information related to the incident is documented, then the DM shall determine what led to the cause of said incident
  - External factors: HVAC system, air filtration system, pest infestation, dust
  - Internal factors: improper hygiene, cross-contamination with waste products, improper cleaning
- The investigation into the factors that led to the unsafe condition requiring the recall shall include a review of the storage process, from product delivery to point of dispensing, and to identify any potential points of failure. This review shall identify any areas of the process that may have been overlooked or inadequately managed, which may have inadvertently contributed to the unsafe condition. It shall also include an analysis of any current safety protocols and processes, to determine if additional measures should be implemented to reduce the risk of future incidents.
- Once any potential areas of weakness have been identified, the Applicant and the DM shall implement appropriate adjustments to internal protocols and processes to avoid recurrence. This could include additional safety measures, such as regular product inspections, or improved training for employees involved in the dispensing of medical cannabis. Additionally, the Applicant shall expand its existing product recall procedures, to ensure that any future incidents are swiftly and effectively addressed.


# Exhibit 25 – 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.

  
Printed Name of Verifying Individual

  
Title of Verifying Individual

  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

In compliance with the AMCC Application and Guidelines, Applicant has limited the use of Applicant's name and identifying information of key individuals. Applicant has anonymized names of all key individuals and uses neutral pronouns to maintain anonymity of its key personnel. Names and logos of any of Applicant's facilities have also been anonymized with placeholders to help the AMCC in maintaining anonymity for purposes of the application.

**Purpose**

The purpose of Applicant's marketing and advertising plan is to increase public awareness of the benefits of medical cannabis, boost patient engagement, and position our dispensary as a trusted and reliable source of medical cannabis products for our community. Applicant will ensure all marketing and advertising efforts are compliant with the Alabama Medical Cannabis Commission ("AMCC" or "Commission") Rules and as such, any proposed advertisement and marketing materials will be submitted to the AMCC for approval. Applicant will 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 state law and AMCC Rules.

**25.1 Logos and Branding**

Applicant shall utilize marketing and advertising to promote and create awareness of the services it provides at its dispensing site as well as promote the advancement of the Alabama Medical Cannabis Commission's program. A goal of the Applicant's marketing and advertising campaign is to build and maintain relationships with patients/caregivers, provide educational material, and build a positive rapport for the Applicant and the Alabama Medical Cannabis Program. The Applicant shall utilize all approved and allowable means to communicate with patients/caregivers and the marketing of the Applicant's dispensaries per AMCC Rule 538-x-4-.17. In accordance with the AMCC Rules, Applicant shall submit any proposed marketing or advertising material for the AMCC's review and approval including, but not limited to, logos, signs, any form of advertisement, marketing documents, patient/caregiver educational material, and website design.



Logo

Applicant has not yet developed a logo. Although Applicant's team has extensive experience in the medical cannabis industry in other legal markets, Applicant itself is a new entity in Alabama and thus plans to invest in developing a new logo and branding once Applicant is awarded a Dispensary License by the Commission.

Applicant understands the importance of branding and logo design to create a unique identity for the Applicant and its services, and to differentiate it from other licensees. A brand not only conveys the source of goods but can also communicate trust and quality to patients and caregivers. Accordingly, Applicant has already engaged with a logo and branding development company, by the name of CannaPlanners, with extensive experience developing logos and branding for medical cannabis dispensaries. A draft contract with CannaPlanners is attached, which outlines the services Applicant would engage CannaPlanners with, including logo and branding design. (Please see **Attachment Pages 10-14** below for CannaPlanners's services agreement with Applicant.)

When developing Applicant's logo, it is important to create something that is easily recognizable and that accurately represents the business. The logo will be simple and professional, yet representative of the product being offered. Additionally, using a color palette that is calming and inviting is important, as this will help to create a positive and safe atmosphere. Ultimately, the logo will be eye-catching and memorable, while still conveying the message that this dispensary is a reliable, professional medical facility. The Applicant's brand and logo shall reflect its mission to operate the dispensing facility with high values and an approachable atmosphere that encourages developing trusting connections with patients/caregivers.

Educational Print Material

It is important for Applicant to develop educational marketing and advertising materials for patients to ensure that they are receiving the most up-to-date and accurate information about the products and services they are considering. Additionally, educational marketing and advertising material can help patients make better informed decisions about which

products and services best meet their needs and provide information on the appropriate way to consume medical cannabis products and any potential side effects or interactions with other medications. By providing educational marketing and advertising materials, Applicant can help ensure that patients are able to make the best decisions for their health and well-being.

The Applicant is committed to creating educational materials through a variety of formats. These materials may include informational brochures about the benefits of medical cannabis, educational leaflets about how to safely and effectively use medical cannabis, and informative flyers about the different types of medical cannabis products available, information about AMCC Rules and Regulations, and information on how to obtain or renew medical cannabis cards. These materials and events could help patients understand the risks and benefits of medical cannabis and help them make informed decisions about their health. Applicant may also develop educational material for physicians explaining product and services available at the dispensary and/or changes in the rules and regulations so physicians can make a more informed recommendation for their patients. Applicant has attached a *sample* of the type of information a brochure might include. (See **Attachment Pages 8-9**). All material developed will be subject to final AMCC approval per Rule 538-x-4-.17.

#### Educational Videos and Touchscreen Platforms

In the waiting room, patients/caregivers may have access to wall-mounted television screens that will display text and videos addressing various topics, including what to expect during their visit to the dispensary. The Applicant shall also provide interactive touch screen monitors for patients to place their order if they choose. The interactive monitors, which shall be HIPAA compliant to ensure no patient information can be accessed, will allow patients/caregivers access to a variety of topics including what to expect during their time within Applicant's Dispensary, education on medical cannabis products, and educational information on use of medical cannabis for treatment of various medical conditions. All material developed will be subject to AMCC approval per Rule 538-x-4-.17.

#### Educational Information on the Applicant's Website

Patients/caregivers shall have the ability to make use of the Applicant's website to educate themselves on a wide range of information on topics including the different formulation of medical cannabis, the potential benefits of how the product treats the patient's qualifying condition and risks associated with using medical cannabis, the different methods of administration, and safe and secure storage of medical cannabis. The website shall also provide information regarding the Alabama Medical Cannabis Program, some topics will detail the process of becoming a patient/caregiver, renewing a medical cannabis card, and details describing what is permitted and prohibited by the rules and regulations. All material developed will be subject to AMCC approval per Rule 538-x-4-.17.

**25.2 Marketing and Advertising Outlets**

Applicant plans to utilize media outlets that are approved by the AMCC. Applicant also understands and shares the AMCC's goal of ensuring that any advertising or marketing campaign does not encourage, promote, or otherwise create any impression that cannabis is legal, therapeutic, or beneficial, except as specifically authorized by the State and AMCC. Accordingly, Applicant understands it is just as important to comprehend what marketing and advertising efforts are specifically *prohibited* by the AMCC. If Applicant has any questions regarding which outlets are permissible and which outlets are not permissible, Applicant will seek AMCC approval before engaging with that media outlet. In accordance with Rule 538-x-4-17, Applicant shall *not* advertise medical cannabis or any related product in any of the following ways:

- 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;
- On a billboard;
- 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;
- On any handheld or other portable sign;

- 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;
- Left upon any private property without the consent of the property owners;
- On or in a vehicle, public transit vehicle, or public transit shelter; or
- On or in a publicly-owned or operated property.

Regardless of the medium for an advertisement or marketing campaign, Applicant *will not*:

- 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;
- 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;
- Suggest, by direct or indirect reference, a relationship to edibles (including candy, cookies, brownies, cakes, and the like) or beverages;
- Include designs or other presentational effects that are commonly used to target minors;
- 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;
- Advertise in a manner that is inconsistent with the medicinal and approved use of medical cannabis;
- Encourage the use of medical cannabis for a condition other than a qualifying medical condition; or
- Contain any statement, design, representation, picture, or illustration that contains or communicates:
  1. False or misleading statements;

2. Names other than the registered name of Applicant's registered business name or an approved d/b/a, or the registered name of medical cannabis or related products;
3. A depiction of cannabis plants or any part thereof, except with respect to:
  - a) 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
  - b) on a website maintained by the Applicant for the exclusive use of patients and caregivers.
4. Slang terms and similar references, including words or depictions directly or indirectly referring to, unlicensed uses of cannabis;
5. Disparagement of a competitor's products;
6. Obscene, indecent, or profane statements or depictions; or
7. 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.

Furthermore, Applicant *will refrain from the following*:

- Displaying 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;
- Illuminating a sign advertising a medical cannabis product or strain at any time;
- Selling or otherwise distributing clothing, apparel, or wearable accessories, unless such sale or distribution is to an employee for purposes of identification while at the licensed facility;
- Advertising medical cannabis brand names or utilizing graphics related to medical marijuana on the exterior of any building or vehicle operated by the licensee; and
- Displaying medical marijuana, medical marijuana products, or medical marijuana paraphernalia that is visible from the exterior of the facility.

**25.3 Media Outlets**

Applicant has already engaged with a logo and branding development company, called CannaPlanners, with extensive experience developing websites, logos, and branding for medical cannabis dispensaries. A draft contract with CannaPlanners is attached (See **Attachment Pages 10-14**), which outlines the services Applicant would engage CannaPlanners with, including website development, logo and branding design, and search engine optimization (SEO). Applicant will also work with CannaPlanners to develop professional educational material to be available to patients within Applicant's facilities.

# AMCC Program Summary

- 16 approved medical conditions
- Must be a certified patient with or without certified caregiver
- 8 Different Dosage forms available

## Dispensary Locations

### Athens

809 US Highway 72 West  
Athens, AL 35611

### Attalla

959 Gilbert Ferry RD. SE Suite J & K  
Attalla, AL 35954

### Birmingham

525 Cahaba Park Circle  
Birmingham, AL 35242

# GP6 Wellness LLC

Dedicated to Serve Alabama  
Patients' Medical Cannabis Needs



## 16 Qualifying Conditions

License Type: Dispensary

- Autism Spectrum Disorder
- Cancer related cachexia, nausea or vomiting, weight loss, chronic pain
- Crohn's Disease
- Depression
- Epilepsy or a condition causing seizures
- HIV/AIDS - related nausea or weight loss
- Panic Disorder
- Parkinson's Disease
- Persistent nausea
- Post-Traumatic Stress Disorder (PTSD)
- Sickle Cell Anemia
- Spasticity associated with Multiple Sclerosis or spinal cord injury
- A terminal illness
- Tourette's Syndrome
- Condition causing chronic or intractable pain

### Patient and Caregiver Qualifications

#### For Patient:

- State resident
- 19 or older
- Certified by registered physician
- Has qualifying condition
- Registered with the Commission
- Has been issued a valid medical cannabis card

#### For Patient Under 19:

- State resident
- Certified by registered physician
- Has qualifying condition
- Has caregiver who is parent or guardian

#### For Caregiver:

- State resident
- Registered with Commission
- Issued a medical cannabis caregiver card
- At least 21 years old (unless parent/guardian of a registered qualified patient)
- May purchase and possess medical cannabis, but may not use medical cannabis unless he/she is also a registered qualified patient

### Medical Cannabis Products

#### Allowed Products:

- Tablets
- Capsules
- Tinctures
- Gels, oils, and creams for topical use
- Suppositories
- Transdermal patches
- Nebulizers
- Liquids or oils for use in an inhaler

#### Prohibited Products:

- Raw plant material
- Products that could be smoked or vaped
- Food products such as cookies or candies



Name: [[REDACTED]]

Email: [[REDACTED]]

Company: [[REDACTED FOR AMCC]]

Phone: [[REDACTED]]

SERVICES AGREEMENT

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This Agreement (the "Agreement") is made by and among **CANNAPLANNERS, LLC**, (a Vermont limited liability company ("CannaPlanners") and [[REDACTED for AMCC Application]] a, limited liability corporation organized under the laws of the State of **Alabama** ("Client") entered into as of **January 2023**, (the "Effective Date") regardless of when executed. In consideration of the forgoing and the mutual covenants and agreements herein set forth, the parties hereby agree as follows:

1. **SERVICES:** During the term of this Agreement, CannaPlanners will provide Client with those services and ongoing support services as indicated on Page 1, through documentation and/or client communication. The parties may modify the scope or pricing of Services by attaching a written successive Service Pricing Proposal which shall be attached to and become a part of this Agreement, even if it is entered into after the date of this Agreement. In addition, the Client may modify the level of service selected by filing a written, dated and executed amendment to this Clause, with CannaPlanners's written acceptance thereon, changing the level of service in a form substantially similar to this Clause 1).
2. **TERM:** The initial term of this Agreement shall be twelve (12)-months period beginning as of the Effective Date as indicated herein. After the Initial Term, this Agreement will automatically renew for successive one (1) year periods on each anniversary of the Effective

Date, unless either party shall give written notice to the other, in the manner set forth hereafter. This is a material element of this Agreement.

3. **TERMINATION**: Either party may terminate this Agreement if the other party breaches a material provision of this Agreement, and such breach is not cured within ten (10) days of the non-breaching party's delivery of written notice of the breach to the breaching party setting forth the nature of the breach and the remedy the non-breaching party desires. In addition, at any time following the Initial Term, either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of termination, Client shall pay all amounts accrued prior to such termination, CannaPlanners shall not have any further obligation to provide Services and Client shall cease all use of CannaPlanners Materials.
4. **FEES/RATES**: Any Services that exceed the scope of work as set forth in the attachments hereto will be billed at CannaPlanners's then applicable highest Rate (as shown on the most recent Price Sheet then being used by CannaPlanners). Hourly rates are subject to change upon thirty (30) days written notice to Client. If it appears that fees may exceed those quoted for the original scope of work, then the parties shall execute a written amendment enlarging the scope of the work and attach it hereto and make it a part of this Agreement. Client agrees to pay travel expenses incurred by CannaPlanners' employees in the development and maintenance of the website. Services are not billed on an hourly basis except for Website Support Services which are billed on an hourly basis.
5. **PAYMENT**: Fees are due on presentment by an agreed method, cash, ACH, Credit Card or bank check. Absent agreement on a payment method, client shall make all payments to: CannaPlanners at 1 Lawson Lane, Box 12, Burlington, VT 05401 (or at such other address as CannaPlanners may give Client notice of). Payment for all Services are due in full on the Effective Date unless otherwise agreed to in writing. Late payments will accrue interest at a rate of 1.5% a month, including any delay in payments for the annual, quarterly, or monthly support and hosting package. Client shall reimburse CannaPlanners for any bank or credit card fees incurred due to insufficient funds, declined credit card, etc. CannaPlanners reserves the right to disable the Client's site if any payment is not paid within thirty (30) days past its due date. The Client agrees to pay any sales, use or transfer taxes that may be applicable to the services provided under this Agreement, including any taxes that may be assessed on audit of CannaPlanners's tax returns. Client agrees to execute Bank Transfer Authorization Form, credit card authorization or other payment form attached hereto. Unless otherwise agreed, all payments shall be made by ACH (Automated Clearing House) and which Client shall not vacate, void, or withdraw any such payment authorization form without having first given thirty (30) days written notice to CannaPlanners and not until all pending or overdue monies owed to CannaPlanners have been paid in full. This provision is to be strictly construed against Client and in CannaPlanners' favor and is a material element of this Agreement.
6. **WEBSITE LAYOUT & FEATURE SET**: Website design will be laid out according to CannaPlanners's standard format and feature set.
  - a. All content provided by Client such as Client's existing URL address(es) and Client's trademarks and all post-launch website data specific to the website (i.e., such as e-commerce data, completed forms and customer information) which are created on the website and all website usage data are the property of the Client ("Client Materials").

- b. All materials prepared for and submitted to Client, and/or incorporated in Client's website including by way of example and not limitation, webpages, proprietary source code and tools, are the sole and exclusive property of CannaPlanners and are not transferrable ("CannaPlanners Materials").

CannaPlanners has the right to put a copyright statement, identifier, and link to its site: "www.cannaplanners.com", from the client's site at the bottom of each page on the client's website. This is a material element of this Agreement.

7. **DELIVERY**: CannaPlanners agrees to complete Services based on a negotiated schedule, as will be shown by one or more writings between the parties. Client agrees to provide CannaPlanners with accurate and complete information and other materials as CannaPlanners may request, from time to time. CannaPlanners reserves the right to adjust the schedule if the Client fails to meet agreed deadlines for submission of Client Materials or granting approvals and to allow for changes in the scope or complexity of services from those stated in this Agreement. Delay on the part of the Client shall not affect the schedule of payments from the Client to CannaPlanners. Upon completion of the Services, CannaPlanners reserves the right to withhold delivery until full and final payment is received from the Client.
8. **WARRANTY**: CannaPlanners warrants that all web development Services will be provided in a good and workman-like manner. In the event of any breach of this warranty, Client's sole remedy and CANNAPLANNERS's sole liability shall be the re-performance of the Services. **EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, NO EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, IS MADE WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
9. **REPRESENTATIONS**: Client warrants and represents that Client is the owner of all Client Materials, free and clear of any intellectual property, contract, other claim, lien, or other assessment. Client further represents that the above representation shall be true and correct throughout the term of this Agreement.
10. **INDEMNIFICATION**: Client agrees to defend, indemnify and hold CannaPlanners, its officers, directors, agents, employees, interns and representatives harmless from and against any and all claims, demands, breach, liabilities, actions, judgments, losses and expenses, arising out of or related to Client Materials, and Client's acts, omissions, customers, products, website(s) and services, including, without limitation, (i) any injury of person or property caused by any products or services sold or otherwise distributed over the Client's website; or (ii) any infringement of third party intellectual property rights arising from or related to Client Materials.
11. **GOVERNING LAW**: The laws of the State of Vermont shall govern this agreement. Any civil proceeding under or related to this Agreement shall be brought solely and exclusively in the state and federal courts located within the State of Vermont, and the parties expressly agree to and submit themselves to the exclusive jurisdiction thereof.
12. **ATTORNEY'S FEES**: In any proceeding, arbitration, or mediation to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

- 13. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the other provisions of this Agreement, on their respective successors, heirs, executors, personal representatives, beneficiaries, and assigns.
- 14. **CONSULTATION WITH COUNSEL:** The Client hereby acknowledges and represents that he has had the opportunity to consult with independent legal counsel regarding his rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein.
- 15. **NOTICES:** All notices, requests, demands, claims and other communications (a "Notice") hereunder shall be in writing, addressed to the Client as set forth below:  
 If to the Client: **[[REDACTED]]**  
**[[REDACTED]]**

If to CannaPlanners:



or to such other person, address or number as the party entitled to such notice shall have specified by notice to the other party given in accordance with the provisions of this Section. If William P. Read is not the Manager at the time such Notice is directed to the CannaPlanners, then such Notice shall be directed to any Manager then acting as such according to the records of the Secretary of State of the State of Vermont. Any such notice shall be deemed given: (a) if mailed, when deposited in the mail, properly addressed with postage prepaid; (b) if personally delivered, when personally delivered to the Member; or (c) if sent by e-mail, when transmitted, read receipt requested, and the read receipt returned to the sender indicating that the e-mail was received and read. Either party hereto may change his physical or e-mail address for receipt of notice by written notice to the other party in accord with this Clause.

- 16. **ARBITRATION:** The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Burlington, Vermont under the then-existing and applicable Rules of Conciliation and Arbitration of the American Arbitration Association. Without intending to limit the power or authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties' consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award, and further consent that any process, notice or motion may be served either personally or by certified mail, return receipt requested, provided a reasonable time for appearance is allowed. The substantially prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorneys' fees, as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the parties. The parties shall use all reasonable efforts to ensure that the

arbitration is begun as promptly as reasonably possible, and in any event within not more than ninety (90) days after either party's request for arbitration hereunder.

17. **ENTIRE AGREEMENT:** This Agreement and its attachments, if any, contains the entire understanding of both parties, and supersede all previous and contemporaneous communications, representations, understandings, or agreements with respect to the subject matter hereof. Except with respect to additional charges for Website Development Services, this Agreement may be modified only in a writing designated as an amendment hereto and signed by both parties. If any provision of this Agreement is deemed invalid, such determination shall not invalidate any other provision in the Agreement.

18. **ACKNOWLEDGMENT OF ARBITRATION:** This Agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

**IN WITNESS WHEREOF**, the parties, individually or as evidenced by the signature of its Duly Authorized Agent, have executed this Agreement, in duplicate originals, as of the 1st day of **January 2023** regardless of when executed, as shown below their signatures.

**CANNAPLANNERS, LLC**

[REDACTED]

**[[REDACTED]]**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed*  
Its Manager and Duly Authorized Agent

[REMAINDER OF PAGE INTENTIONALLY BLANK]

# Exhibit 26 – 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

In compliance with the AMCC Rules and Regulations, Applicant has limited the use of Applicant's name and identifying information of key individuals. Applicant has anonymized names of all key individuals and uses neutral pronouns to maintain anonymity of its key personnel. Names and logos of any of Applicant's facilities have also been anonymized with placeholders to help the AMCC in maintaining anonymity for purposes of the application.

**Purpose**

The purpose of Applicant's website and social media pages are to provide a safe, secure, and educational platform for patients to access information about medical cannabis and to find the right medical cannabis products for their needs. Having a website and social media pages is an important tool to convey not only information about the Applicant, but information about who we are, our location, hours of operations, and products as an effective tool for Applicant to reach and educate patients about medical cannabis and important updates that may concern our patients and their caregivers.

**26.1 Website Site Map**

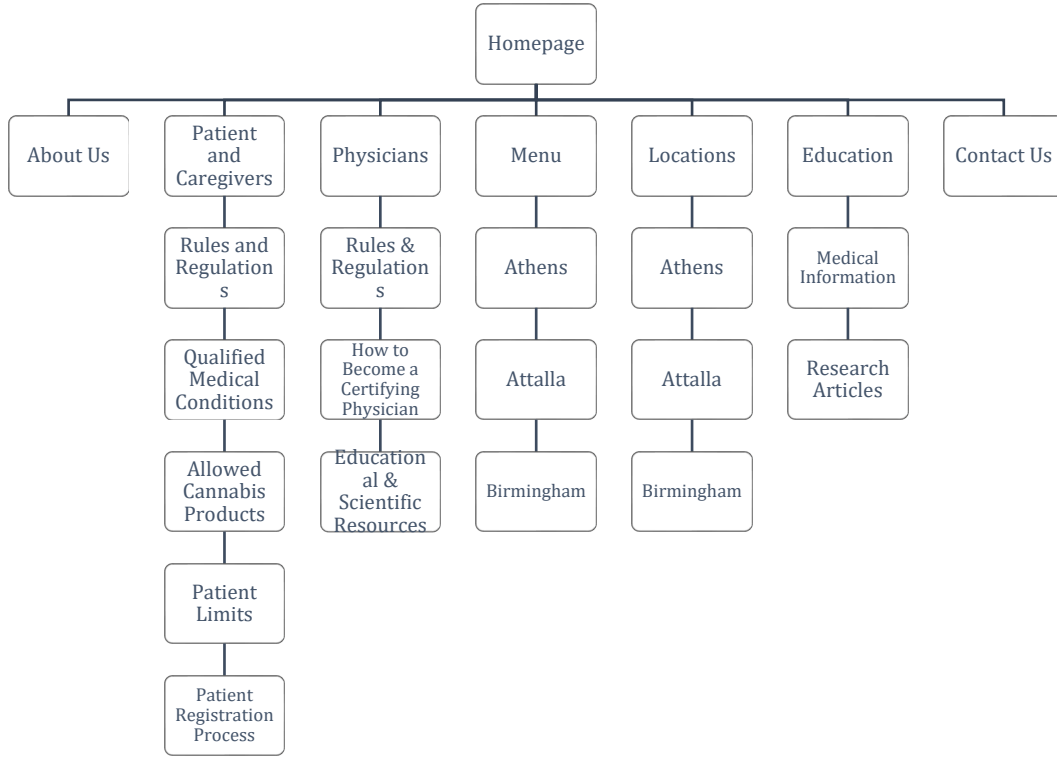
Applicant has not yet developed a website. Although Applicant's team has extensive experience in the medical cannabis industry in other legal markets, Applicant itself is a new entity in Alabama and thus would invest in developing a new website once Applicant is awarded a Dispensary License by the Alabama Medical Cannabis Commission.

Applicant has engaged with a website development company, by the name of CannaPlanners, which holds extensive experience developing websites for medical cannabis dispensaries. A draft contract with CannaPlanners is attached, which outlines the services Applicant would engage CannaPlanners with, including website development and Search Engine Optimization (SEO) services. (See **Attachment Pages 5-9**) If Applicant were to be awarded a Dispensary License, Applicant's website would contain the following pages (also outlined in a site map below):

Homepage: The main page of Applicant's webpage will consist of Applicant's logo and links to the following subpages:

- About Us: This page will include a description of Applicant and Applicant's team, including Applicant's Mission Statement.
- Patients & Caregivers: This page outlines information to prospective patients, including information on the rules and regulations for medical cannabis within Alabama, with links to the Alabama Medical Cannabis Commission's website and the rules and regulations. It would also provide patients information on qualifying medical conditions, permissible medical cannabis products, patient limits, and information on how to register as a patient.
- Physicians: This page intends to provide information for physicians including the rules and regulations for medical cannabis in Alabama, with links to the AMCC website, information on how to become a Certifying Physician in Alabama, and relevant educational and scientific articles that may pertain to medical cannabis.
- Menu: This page would link to Applicant's currently available products. However, in accordance with AMCC Rule 538-x-4-.17, Applicant's webpage will **not** transact business or otherwise facilitate a sales transaction to consumers or businesses.
- Locations: This page will provide information on the locations of all three (3) of Applicant's facilities, including an exterior photo of each facility, the address, a link to directions, hours of operation, a direct phone number to that specific facility, and an email address for each location.
- Education: This page will provide educational information that is relevant and current on medical cannabis products available in Alabama.
- Contact Us: This page will provide patients and caregivers a method of direct communication to the Applicant either by e-mail or phone.





**26.2 Webpage and Social Media Pages**

Applicant currently does not have a webpage, social media pages, or other online sites. Although Applicant’s team has extensive experience in the medical cannabis industry, Applicant itself is a new entity in Alabama and thus plans to develop a website and social media pages to engage patients once Applicant is awarded a Dispensary License by the Alabama Medical Cannabis Commission. Any proposed logo, website, or social media page would strictly comply with AMCC Rule 538-x-4-.17 relating to Marketing and Advertising.

In particular, any webpage or social media page developed by Applicant would include Applicant’s name, business address, contact information, and services provided by the Applicant. The webpage and social media page would also require a user’s affirmation that the user is not a minor before accessing Applicant’s website or social media page. In addition, Applicant’s webpage and social media pages **WILL NOT:**

- Allow for direct engagement between or among consumers or consumer-generated content including but not limited to consumer reviews or testimonials;

- Provide a medium for website users to transmit website content to minors;
- Target a consumer group with a high likelihood of reaching or appealing to minors;
- Display or otherwise post content that has not been submitted to the Commission per AMCC Rule 538-x-4-.17;
- Transact business or otherwise facilitate a sales transaction to consumers or businesses; or
- Maintain a web presence that would otherwise violate AMCC Rules.

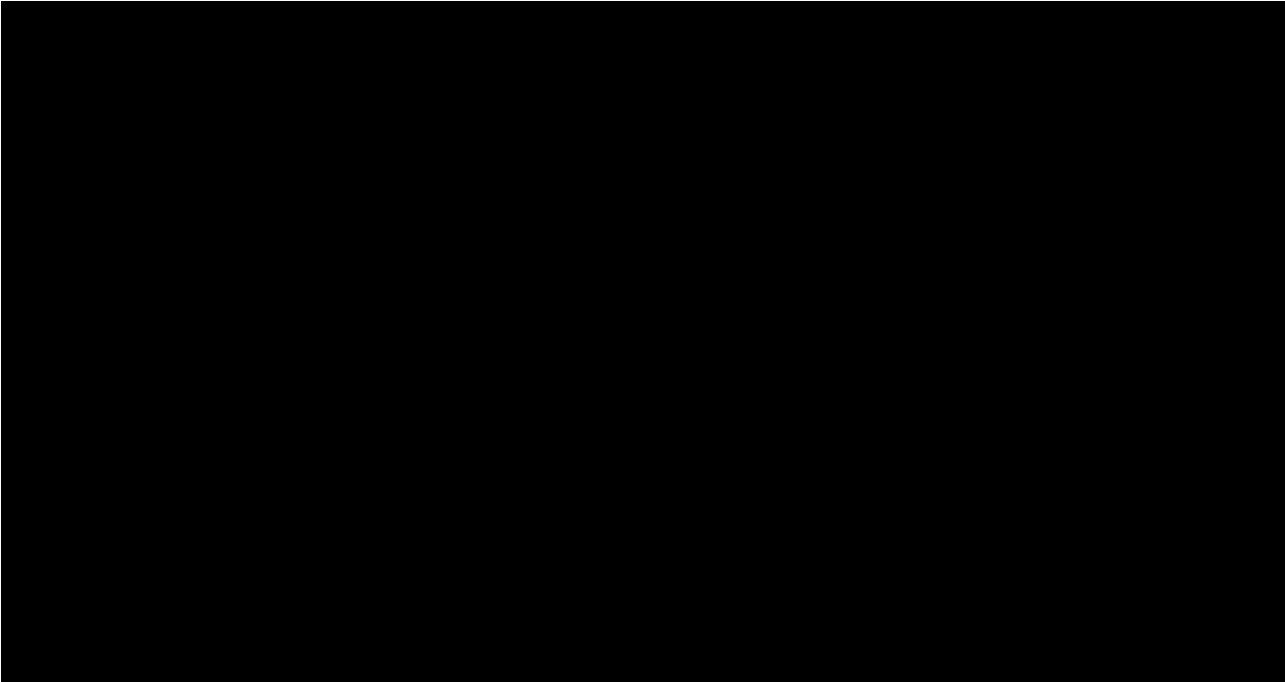
Name: [[REDACTED]]

Email: [[REDACTED]]

Company: [[REDACTED FOR AMCC]]

Phone: [[REDACTED]]

SERVICES AGREEMENT



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2. **TERM:** The initial term of this Agreement shall be twelve (12)-months period beginning as of the Effective Date as indicated herein. After the Initial Term, this Agreement will automatically renew for successive one (1) year periods on each anniversary of the Effective

Date, unless either party shall give written notice to the other, in the manner set forth hereafter. This is a material element of this Agreement.

3. **TERMINATION**: Either party may terminate this Agreement if the other party breaches a material provision of this Agreement, and such breach is not cured within ten (10) days of the non-breaching party's delivery of written notice of the breach to the breaching party setting forth the nature of the breach and the remedy the non-breaching party desires. In addition, at any time following the Initial Term, either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In the event of termination, Client shall pay all amounts accrued prior to such termination, CannaPlanners shall not have any further obligation to provide Services and Client shall cease all use of CannaPlanners Materials.
4. **FEES/RATES**: Any Services that exceed the scope of work as set forth in the attachments hereto will be billed at CannaPlanners's then applicable highest Rate (as shown on the most recent Price Sheet then being used by CannaPlanners). Hourly rates are subject to change upon thirty (30) days written notice to Client. If it appears that fees may exceed those quoted for the original scope of work, then the parties shall execute a written amendment enlarging the scope of the work and attach it hereto and make it a part of this Agreement. Client agrees to pay travel expenses incurred by CannaPlanners' employees in the development and maintenance of the website. Services are not billed on an hourly basis except for Website Support Services which are billed on an hourly basis.
5. **PAYMENT**: Fees are due on presentment by an agreed method, cash, ACH, Credit Card or bank check. Absent agreement on a payment method, client shall make all payments to: CannaPlanners at 1 Lawson Lane, Box 12, Burlington, VT 05401 (or at such other address as CannaPlanners may give Client notice of). Payment for all Services are due in full on the Effective Date unless otherwise agreed to in writing. Late payments will accrue interest at a rate of 1.5% a month, including any delay in payments for the annual, quarterly, or monthly support and hosting package. Client shall reimburse CannaPlanners for any bank or credit card fees incurred due to insufficient funds, declined credit card, etc. CannaPlanners reserves the right to disable the Client's site if any payment is not paid within thirty (30) days past its due date. The Client agrees to pay any sales, use or transfer taxes that may be applicable to the services provided under this Agreement, including any taxes that may be assessed on audit of CannaPlanners's tax returns. Client agrees to execute Bank Transfer Authorization Form, credit card authorization or other payment form attached hereto. Unless otherwise agreed, all payments shall be made by ACH (Automated Clearing House) and which Client shall not vacate, void, or withdraw any such payment authorization form without having first given thirty (30) days written notice to CannaPlanners and not until all pending or overdue monies owed to CannaPlanners have been paid in full. This provision is to be strictly construed against Client and in CannaPlanners' favor and is a material element of this Agreement.
6. **WEBSITE LAYOUT & FEATURE SET**: Website design will be laid out according to CannaPlanners's standard format and feature set.
  - a. All content provided by Client such as Client's existing URL address(es) and Client's trademarks and all post-launch website data specific to the website (i.e., such as e-commerce data, completed forms and customer information) which are created on the website and all website usage data are the property of the Client ("Client Materials").

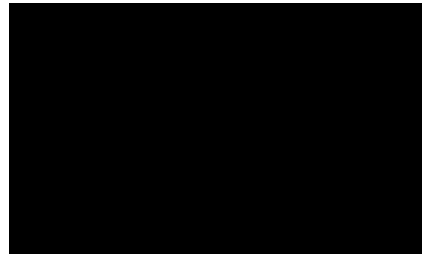
- b. All materials prepared for and submitted to Client, and/or incorporated in Client's website including by way of example and not limitation, webpages, proprietary source code and tools, are the sole and exclusive property of CannaPlanners and are not transferrable ("CannaPlanners Materials").

CannaPlanners has the right to put a copyright statement, identifier, and link to its site: "www.cannaplanners.com", from the client's site at the bottom of each page on the client's website. This is a material element of this Agreement.

7. **DELIVERY**: CannaPlanners agrees to complete Services based on a negotiated schedule, as will be shown by one or more writings between the parties. Client agrees to provide CannaPlanners with accurate and complete information and other materials as CannaPlanners may request, from time to time. CannaPlanners reserves the right to adjust the schedule if the Client fails to meet agreed deadlines for submission of Client Materials or granting approvals and to allow for changes in the scope or complexity of services from those stated in this Agreement. Delay on the part of the Client shall not affect the schedule of payments from the Client to CannaPlanners. Upon completion of the Services, CannaPlanners reserves the right to withhold delivery until full and final payment is received from the Client.
8. **WARRANTY**: CannaPlanners warrants that all web development Services will be provided in a good and workman-like manner. In the event of any breach of this warranty, Client's sole remedy and CANNAPLANNERS's sole liability shall be the re-performance of the Services. **EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, NO EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, IS MADE WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
9. **REPRESENTATIONS**: Client warrants and represents that Client is the owner of all Client Materials, free and clear of any intellectual property, contract, other claim, lien, or other assessment. Client further represents that the above representation shall be true and correct throughout the term of this Agreement.
10. **INDEMNIFICATION**: Client agrees to defend, indemnify and hold CannaPlanners, its officers, directors, agents, employees, interns and representatives harmless from and against any and all claims, demands, breach, liabilities, actions, judgments, losses and expenses, arising out of or related to Client Materials, and Client's acts, omissions, customers, products, website(s) and services, including, without limitation, (i) any injury of person or property caused by any products or services sold or otherwise distributed over the Client's website; or (ii) any infringement of third party intellectual property rights arising from or related to Client Materials.
11. **GOVERNING LAW**: The laws of the State of Vermont shall govern this agreement. Any civil proceeding under or related to this Agreement shall be brought solely and exclusively in the state and federal courts located within the State of Vermont, and the parties expressly agree to and submit themselves to the exclusive jurisdiction thereof.
12. **ATTORNEY'S FEES**: In any proceeding, arbitration, or mediation to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

- 13. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the other provisions of this Agreement, on their respective successors, heirs, executors, personal representatives, beneficiaries, and assigns.
- 14. **CONSULTATION WITH COUNSEL:** The Client hereby acknowledges and represents that he has had the opportunity to consult with independent legal counsel regarding his rights and obligations under this Agreement and that he fully understands the terms and conditions contained herein.
- 15. **NOTICES:** All notices, requests, demands, claims and other communications (a "Notice") hereunder shall be in writing, addressed to the Client as set forth below:  
 If to the Client: **[[REDACTED]]**  
**[[REDACTED]]**

If to CannaPlanners:



or to such other person, address or number as the party entitled to such notice shall have specified by notice to the other party given in accordance with the provisions of this Section. If William P. Read is not the Manager at the time such Notice is directed to the CannaPlanners, then such Notice shall be directed to any Manager then acting as such according to the records of the Secretary of State of the State of Vermont. Any such notice shall be deemed given: (a) if mailed, when deposited in the mail, properly addressed with postage prepaid; (b) if personally delivered, when personally delivered to the Member; or (c) if sent by e-mail, when transmitted, read receipt requested, and the read receipt returned to the sender indicating that the e-mail was received and read. Either party hereto may change his physical or e-mail address for receipt of notice by written notice to the other party in accord with this Clause.

- 16. **ARBITRATION:** The parties agree that any dispute under this Agreement shall be resolved by final and binding arbitration in Burlington, Vermont under the then-existing and applicable Rules of Conciliation and Arbitration of the American Arbitration Association. Without intending to limit the power or authority of the arbitrator(s) in any such proceeding, the parties hereby consent and agree that such arbitrator(s) shall be vested with the full power and authority to order such equitable relief as the arbitrator(s) may deem proper. The parties' consent to the jurisdiction of any court of competent jurisdiction for all purposes with respect to such arbitration, including enforcement of this Agreement to arbitrate and the entry of a judgment on any arbitration award, and further consent that any process, notice or motion may be served either personally or by certified mail, return receipt requested, provided a reasonable time for appearance is allowed. The substantially prevailing party in any such arbitration proceeding shall be entitled to an award of reasonable attorneys' fees, as determined by the arbitrator(s). The fees and expenses of the arbitrator(s) shall be borne equally by the parties. The parties shall use all reasonable efforts to ensure that the

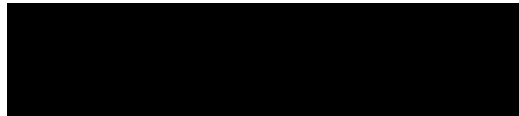
arbitration is begun as promptly as reasonably possible, and in any event within not more than ninety (90) days after either party’s request for arbitration hereunder.

17. **ENTIRE AGREEMENT:** This Agreement and its attachments, if any, contains the entire understanding of both parties, and supersede all previous and contemporaneous communications, representations, understandings, or agreements with respect to the subject matter hereof. Except with respect to additional charges for Website Development Services, this Agreement may be modified only in a writing designated as an amendment hereto and signed by both parties. If any provision of this Agreement is deemed invalid, such determination shall not invalidate any other provision in the Agreement.

18. **ACKNOWLEDGMENT OF ARBITRATION:** This Agreement contains an agreement to arbitrate. After signing this document, I understand that I will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, I agree to submit any such dispute to an impartial arbitrator.

**IN WITNESS WHEREOF**, the parties, individually or as evidenced by the signature of its Duly Authorized Agent, have executed this Agreement, in duplicate originals, as of the 1st day of **January 2023** regardless of when executed, as shown below their signatures.

**CANNAPLANNERS, LLC**



[[REDACTED]]

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed*  
Its Manager and Duly Authorized Agent

[REMAINDER OF PAGE INTENTIONALLY BLANK]

# Minimum Liability and Casualty Insurance

## Verification

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

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date



**Minimum Liability and Casualty Insurance**

The AMCC Application Guidelines and Portal indicate that Applicant must “demonstrate the ability to maintain adequate minimum levels of liability and casualty insurance or other financial guarantees for its proposed facility.” However, pursuant to Alabama Code Section 20-2A-53, this is a requirement **ONLY** for applicants seeking a cultivation license. In particular:

(a) The commission, and the department **with regard to cultivation**, shall adopt rules as necessary to implement, administer, and enforce this article in a timely manner that allows persons to begin applying for a license by September 1, 2022. Rules must ensure safety, security, and integrity of the operation of medical cannabis facilities, that do all of the following for each category of license:

(2) Require a minimum of two million dollars (\$2,000,000) of liability and casualty insurance and establish minimum levels of other financial guarantees, if appropriate, that licensees must maintain.

*[Emphasis added].*

Nevertheless, Applicant has engaged with Gilbert Insurance Agency, Inc, an insurance agency that has extensive experience in multiple cannabis markets. Gilbert Insurance Agency has access to A-rated insurers that will provide the Applicant with, at a minimum, casualty, workers’ compensation, liability, and auto or fleet policies. The Applicant has included a letter from Gilbert Insurance Agency, Inc that confirms its ability to offer the Applicant the appropriate insurance policies in Alabama. (See **Attachment Page 2**)



137 Main Street  
Reading, MA 01867-3923  
781-942-2225  
FAX: 781-942-2226  
Toll Free 1-888-942-2225  
<http://www.gilbertinsurance.com>

December, 15th 2022

Alabama Medical Cannabis Commission  
PO Box 309585  
Montgomery, AL 36130

Re: GP6 Wellness, LLC



To Whom It May Concern:

Please accept this letter as confirmation that we have been asked by GP6 Wellness, LLC to obtain quotes and offer general liability, product liability & workers comp insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate from an A rated insurer for their retail license. When the Alabama Cannabis Commission grants GP6 Wellness, LLC a license to operate a medical cannabis dispensary, Gilbert Insurance will be able to offer the required insurance coverage from an A rated insurer, including but not limited to casualty, workers' compensation, liability, and (as applicable) auto or fleet policy.

In reviewing, if you should have any questions, please don't hesitate to contact me.

A handwritten signature in cursive script that reads 'David Gilbert'.

David A. Gilbert, CIC  
Gilbert Insurance Agency Inc.

# Minority Verification

## Verification

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

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Purpose**

The Applicant is applying for a dispensary license that will be owned and managed by minorities. Per the AMCC Rules and Regulations, at least 51% of the members are of a minority group that is managed and controlled in its daily operations by, members of a minority group as defined in § 20-2A-51(b) of the Code of Alabama 1975 (as amended). The applicant is 100% owned by members of a minority group and more specifically, [REDACTED]

**Narrative**

[REDACTED]

**Attachments**

Applicant includes the following documents as Attachments that establish minority:

<u>Document</u>	<u>Attachment Page #</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]















# Affidavit – Entity Applicant FROM K

## 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.

\_\_\_\_\_  
Printed Name of Verifying Individual

\_\_\_\_\_  
Title of Verifying Individual

\_\_\_\_\_  
Signature of Verifying Individual

12.29.2022  
\_\_\_\_\_  
Verification Date

**Affidavit of Entity Applicant for Alabama Medical Cannabis License**

Per AMCC Guidelines, Applicant submits two notarized FORM Ks – Affidavit of Entity Applicant. One is for Applicant’s Responsible Party, [REDACTED], and the other is for Applicant’s Contact Person, [REDACTED] (See **Attachment Pages 2-5**).

Per 6(b) of FORM K, Applicant also attached a copy of the entity Applicant’s written authorization to these Affidavits that specifically authorizes [REDACTED] and [REDACTED] to act as agents of Applicant, GP6 Wellness, LLC, authorized to act and sign on behalf of GP6 Wellness, LLC, and as Applicant’s Responsible Party and Contact Person, respectively (See **Attachment Page 4**).

<u>Document</u>	<u>Attachment Page #</u>
FORM K – [REDACTED]	Page 2-3
FORM K – [REDACTED]	Page 4-5
Applicant’s Written Authorization	Page 6

FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STATE OF ~~ALABAMA~~ )
South Carolina )
Anderson 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: GP6 Wellness, LLC

2. NAME OF AFFIANT: [Redacted]

3. AFFIANT'S POSITION WITH APPLICANT: [Redacted]

4. AFFIANT IS THE APPLICANT'S (Check One): [X] 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 [X] 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. [Redacted] 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.) [Redacted] 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. [Redacted] INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

\_\_\_\_ INITIAL HERE

e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

\_\_\_\_ INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

\_\_\_\_ INITIAL HERE

g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.

\_\_\_\_ INITIAL HERE

h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.

\_\_\_\_ INITIAL HERE

i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.

\_\_\_\_ INITIAL HERE

j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

\_\_\_\_ INITIAL HERE

\_\_\_\_\_  
Signature of Affiant

Acting for and on behalf of:

GP6 Wellness, LLC

Applicant

Sworn to and subscribed before me on this 22<sup>nd</sup> day of December, 2022.

[Signature]  
Notary Public

My Commission Expires: 10/11/29

[SEAL]



FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STATE OF <sup>South Carolina</sup> ALABAMA )
)
Anderson 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: GP6 Wellness, LLC

2. NAME OF AFFIANT: [Redacted]

3. AFFIANT'S POSITION WITH APPLICANT: [Redacted]

4. AFFIANT IS THE APPLICANT'S (Check One): [ ] Responsible Party [X] Contact Person (The affidavit of BOTH individuals is required)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (Check One):

- [ ] Cultivator [ ] Processor [ ] Secure Transporter
[X] 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.

[Redacted] 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.)

[Redacted] 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.

[Redacted] INITIAL HERE

d. That all statements, information, documents and other exhibits provided in the Application are true and correct, based on my own personal knowledge and a diligent investigation by me. To the extent any information provided therein was heretofore outside my personal knowledge or ability to affirm, I have personally communicated with those within the Applicant's business who have such personal knowledge, whose duties

include knowledge of the facts stated and/or the integrity of the documents or other exhibits, and I am able, based on such communications, to attest to their currentness and accuracy. This I and the Applicant affirm under penalty of perjury and other applicable sanctions under the AMCC Rules and Alabama law.

INITIAL HERE

e. Applicant understands and acknowledges that the license being applied for is a revocable privilege granted by this state and is not a property right, and that this Application likewise does not convey to, or otherwise entitle unto, the Applicant any rights to a license.

INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

INITIAL HERE

g. Applicant consents to all background checks, examinations, inspections, and search and seizure by AMCC and law enforcement personnel during this Application process and afterward, to the extent a license is awarded.

INITIAL HERE

h. Applicant has no economic interest, as defined in the AMCC Rules, in any other license or Application for license under the Darren Wesley "Ato" Hall Compassion Act, § 20-2A-1, et seq., Code of Alabama 1975.

INITIAL HERE

i. I and the Applicant will at all times, to the best of our ability, comply with the AMCC Rules, and cooperate and maintain transparency with the AMCC, its staff and other agents.

INITIAL HERE

j. Any verification provided in the Application is hereby affirmed under oath to be true and correct as of the date of the Application's submission.

INITIAL HERE

Signature of Affiant  
Acting for and on behalf of:

GP6 Wellness, LLC  
Applicant

Sworn to and subscribed before me on this 22<sup>nd</sup> day of December, 2022.

Notary Public

My Commission Expires: 10/11/29

[SEAL]





**AUTHORIZATION TO PROVIDE AFFIDAVIT  
TO ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)**

The undersigned Members of GP6 Wellness, LLC (the "Applicant"), hereby authorize [REDACTED] to act as Applicant's Responsible Party and [REDACTED] to act as Applicant's Contact Person for the purposes of Applicant's application for a license with the AMCC. In particular, Applicant authorizes [REDACTED] and [REDACTED] to act as agents of GP6 Wellness, LLC and on behalf of Applicant before the AMCC and to provide an "Affidavit of Entity Applicant for Alabama Medical Cannabis License," per the AMCC's application.

Accordingly, the undersigned has executed and delivered this Authorization as of December 23, 2022.

Company:  
GP6 Wellness, LLC

The Members:

[REDACTED]  
\_\_\_\_\_  
[REDACTED]  
\_\_\_\_\_  
[REDACTED]  
\_\_\_\_\_  
[REDACTED]  
\_\_\_\_\_  
[REDACTED]  
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[REDACTED]  
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