



Review

**Selected Account: Global Security Group, Inc**

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

Your reference code is **1657**.

File Date : **03/24/2023 3:50 PM**

Your transaction ID is : **89098336**

Transaction Token: **04016d0a-14d1-4c19-a698-80e344ac9647**

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

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

## Request for Business Application Information

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✓ **Request Number:** 0175

## General Applicant Information

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✓ **Applicant Name:** GLOBAL SECURITY GROUP, INC

✓ **Applying as:** Business Entity

**Trade Name (DBAs)** :

✓ **Identification Number Type** : FEIN

✓ **Federal Tax Identification Number** : 843039651

✓ **Business Entity Name** : Global Security Group, INC.

✓ **Business Entity Type** : Corporation

✓ **Secretary of State Entity ID Number** : 000587323

✓ **Federal Business Code No** : 561612

✓ **Date of Qualification, Organization or Incorporation:** 09/12/2019

## Applicant Street Address

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✓ **Street:** 1110 MONTLIMAR DR STE 580

**Unit No / Apt No:**

✓ **City:** MOBILE

✓ **County:** 49-Mobile

✓ **State:** Alabama

✓ **Zip Code:** 36609

✓ **Address Verified?:** Yes

## Applicant Mailing Address

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✓ **Street:** 1110 MONTLIMAR DR STE 580

**Unit No / Apt No:**

✓ **City:** MOBILE

✓ **State:** Alabama

✓ **Zip Code:** 36609

✔ Address Verified?: Yes

✔ Applicant Website : www.globalsecuritygroup.org

✔ Applicant Email Address : mike@gsg-inc.com

✔ Applicant Phone Number : 8332899474

✔ Do you have a management service agreement in place?: No

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

## Primary Contact Person

✔ First Name: MOHSIN

✔ Last Name: SEEHAR

✔ Title: CEO

✔ Phone Number: 2515331000

✔ Email: mseehar@icloud.com

✔ Street: 8224 KIMBER RIDGE DR

Unit No / Apt No:

✔ City: IRVINGTON

✔ State: Alabama

✔ Zip Code: 36544

✔ Address Verified?: Yes

## License Information

✔ License Type: Secure Transporter

## Facility Information

## Facility Information

✔ Facility Type: Secure Transporter Facility

## Physical Address

✔ Street: 1110 MONTLIMAR DR STE 580

Unit No / Apt No:

✔ City: MOBILE

✔ County: 49-Mobile

✔ State: Alabama

✔ Zip Code: 36609

✔ 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** : 30
  - ✓ **The number of days, if awarded a license, within which the Applicant reasonably projects it will reach full capacity at this facility** : 30
  - ✓ **Does the applicant verify that this proposed facility will be in a permissible location, if applicable, and will maintain compliance with all State and local laws, resolutions and ordinances?** : Yes
- 

## Ownership of Applicant

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

## Entity

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- ✓ **Entity Name:** Global Security Group, Inc
- ✓ **Entity Type:** Privately Held Corporation
- ✓ **Are there individuals with direct or indirect ownership interest in this entity?** : No
- ✓ **FEIN:** 843039651
- ✓ **Ownership Percentage of the Applicant** : 49

## Physical Address

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- ✓ **Street:** 1110 MONTLIMAR D R STE 580
- ✓ **Unit No / Apt** : No
- ✓ **City:** MOBILE
- ✓ **State:** Alabama
- ✓ **Zip Code:** 36609
- ✓ **Address Verified?** : Yes

## Primary Contact/ Responsible Person

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- ✓ **First Name:** Mohsin
- ✓ **Last Name:** Seehar
- ✓ **Title:** CEO
- ✓ **Phone Number:** 2515331000
- ✓ **Email Address:** mike@gsg-inc.com
- ✓ **Street Address:** 8224 KIMBER RIDGE DR

Unit No / Apt :  
No

✓ City: IRVINGTON

✓ State: Alabama

✓ Zip Code: 36544

✓ Address : Yes  
Verified?

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

## 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 : NO  
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?
- 
- ✓ 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 : NO  
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?
- 
- ✓ During the last 5 years has there been any disciplinary measures taken regarding any cannabis or medical cannabis industry : NO  
license of the applicant or any entity affiliated with the applicant?
- 
- ✓ Has the applicant, any ownership entity, or any cannabis entity connected to any individual or entity with an ownership interest : NO  
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?
- 
- ✓ 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 : NO  
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?

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

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

- ✓ Commencement : 50  
of Operation
- ✓ Year One: 150
- ✓ Year Two: 200
- ✓ Year Three: 250
- ✓ Year Four: 350
- ✓ Year Five: 400
- ✓ 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 consent as required by § 20-2A-55(d), Code of Alabama 1975 (as amended) to the inspections, examinations, searches, and seizures contemplated by § 20-2A-52(a)(3), Code of Alabama 1975 (as amended), which shall specifically extend to all secure transport vehicles of the applicant? : YES

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

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

- ✓ Signature: Mohsin Seehar
- ✓ Signature Date: 12/12/2022

## Documents

- ✓ Resume or Curriculum Vitae of Individuals with Ownership Interest: Exhibit 1 - Resume or Curriculum Vitae of Individuals with Ownership Interest...
- ✓ Residency of Owners: Exhibit 2 - Residency of Owners.pdf (./api/documents/0lnLue6pz/download)
- ✓ Criminal Background Check: Exhibit 3 - Criminal Background Check.pdf (./api/documents/PDaicCbDx/dow...

✓ <b>Demonstration of Sufficient Capital:</b>	Exhibit 4 - Demonstration of Sufficient Capital.pdf (/api/documents/41OwYw...
✓ <b>Financial Statements:</b>	Exhibit 5 - Financial Statements.pdf (/api/documents/oTqkG_h7r/download)
✓ <b>Tax Plan:</b>	Exhibit 6 - Tax Plan.pdf (/api/documents/if_AMGk6i/download)
✓ <b>Business Formation Documents:</b>	Exhibit 7 - Business Formation Documents.pdf (/api/documents/WQAGpieW...
✓ <b>Business License and Authorization of Local Jurisdictions:</b>	Exhibit 8 - Business License and Authorization of Local Authorities.pdf (/api/...
✓ <b>Business Plan:</b>	Exhibit 9 - Business Plan.pdf (/api/documents/SeXeboqI6/download)
✓ <b>Evidence of Business Relationship with other Licensees and Prospective Licensees:</b>	Exhibit 10 - Evidence of Business Relationship with Other Licensees and Pros...
✓ <b>Standard Operating Plan and Procedures:</b>	Exhibit 11 - Standard Operating Plan and Procedures.pdf (/api/documents/G...
✓ <b>Policies and Procedures Manual:</b>	Exhibit 12 - Policies and Procedures Manual.pdf (/api/documents/KZarDn2q...
✓ <b>Secure Transport Vehicles:</b>	Exhibit 13 - Secure Transport Vehciles.pdf (/api/documents/YbR7CmWOD/d...
✓ <b>Compliance with Alabama Public Service Commission Requirements:</b>	Exhibit 14 - Compliance with Alabama Public Service Commission Requireme...
✓ <b>Commercial Drivers' License:</b>	Exhibit 15 - Commercial Driver_s License.pdf (/api/documents/9FquOS6vy/d...
✓ <b>Fleet Summary:</b>	Exhibit 16 - Fleet Summary.pdf (/api/documents/15r0nBVSQ/download)
✓ <b>Care and Maintenance of Vehicles:</b>	Exhibit 17 - Care and Maintenance of Vehicles.pdf (/api/documents/GO976H...
✓ <b>Route Plans:</b>	Exhibit 18 - Route Plans.pdf (/api/documents/sabw5rQvW/download)
✓ <b>Facilities:</b>	Exhibit 19 - Facilities.pdf (/api/documents/7jwTZk39m/download)
✓ <b>Security Plan:</b>	Exhibit 20 - Security Plan.pdf (/api/documents/1B5fuK1sr/download)
✓ <b>Personnel:</b>	Exhibit 21 - Personnel.pdf (/api/documents/M4tY5GN1C/download)
✓ <b>Employee Handbook:</b>	Exhibit 22 - Employee Handbook.pdf (/api/documents/HGMcwBoHk/downlo...
✓ <b>Secure Transport Drivers:</b>	Exhibit 23 - Secure Transporter Drivers.pdf (/api/documents/zOKdnIj8Z/dow...
✓ <b>Drivers' Manual:</b>	Exhibit 24 - Driver_s Manual.pdf (/api/documents/BnUuknw2e/download)
✓ <b>Website and Social Media:</b>	Exhibit 25 - Website and Social Media.pdf (/api/documents/d8vbWGxLU/do...
✓ <b>Ownership Entity Individuals (if applicable):</b>	Ownership Entity Individuals - Updated.pdf (/api/documents/ysvEMLy31/do...

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

Minimum Liability and Casualty Insurance.pdf (/api/documents/2Im0PWopH...

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✓ **Affidavit - Entity Applicant:**

Affidavit of Entity Applicant.pdf (/api/documents/zkGb7FALe/download)

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## Payments

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✓ **Payment Options:** Credit Card

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

## Verification

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

MDHSIN SEEHAR

Printed Name of Verifying Individual

CEO

Title of Verifying Individual



Signature of Verifying Individual

03/03/23

Verification Date



FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

**GLOBAL SECURITY GROUP**

Business License Applicant Name

**MOHSIN SEEHAR**

Individual with Ownership Interest in Applicant

**SECURE TRANSPORTER**

License Type

**49%**

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.

**8224 KIMBER RIDGE DR**

Residential Street Address

**IRVINGTON**

City

**09/2018**

Date Resided From (MM/YYYY)

**AL**

State

**36544**

Zip

**PRESENT**

Date Resided To (MM/YYYY)

**7936 PARK PLACE DR S**

Residential Street Address

**MOBILE**

City

**09/2017**

Date Resided From (MM/YYYY)

**AL**

State

**36609**

Zip

**09/2018**

Date Resided To (MM/YYYY).

**8738 SENISA CT**

Residential Street Address

**TOMBALL**

City

**04/20158**

Date Resided From (MM/YYYY)

**TX**

State

**77375**

Zip

**09/2017**

Date Resided To (MM/YYYY)

**2500 S MILLBEND RD**

Residential Street Address

**THE WOODLANDS**

City

**01/2014**

Date Resided From (MM/YYYY)

**TX**

State

**77380**

Zip

**04/2015**

Date Resided To (MM/YYYY)

**24011 RICHARDS RD**

Residential Street Address

**SPRING**

City

**01/2013**

Date Resided From (MM/YYYY)

**TX**

State

**12/2013**

Date Resided To (MM/YYYY)

**77386**

Zip

**2455 N FRAZIER ST#514**

Residential Street Address

**CONROE**

City

**05/2012**

Date Resided From (MM/YYYY)

**TX**

State

**12/2012**

Date Resided To (MM/YYYY)

**77303**

Zip

**200 N PINEVIEW ST**

Residential Street Address

**CROCKETT**

City

**05/2011**

Date Resided From (MM/YYYY)

**TX**

State

**05/2012**

Date Resided To (MM/YYYY)

**75835**

Zip

**6033 GARTH RD#6208**

Residential Street Address

**BAYTOWN**

City

**05/2010**

Date Resided From (MM/YYYY)

**TX**

State

**05/2011**

Date Resided To (MM/YYYY)

**77521**

Zip

**7303 SPRING CYPRESS RD. #827**

Residential Street Address

**SPRING**

City

**05/2009**

Date Resided From (MM/YYYY)

**TX**

State

**05/2010**

Date Resided To (MM/YYYY)

**77379**

Zip

**122 VILLAGE WAY**

Residential Street Address

**CROCKETT**

**TX**

**75835**

City

State

Zip

**09/2008**

**05/2009**

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**14403 TORREY VILLAGE DR**

Residential Street Address

**HOUSTON**

**TX**

**77014**

City

State

Zip

**04/2006**

**09/2008**

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

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

<u>UNITED FLIGHT SYSTEM</u>	<u>SPRING</u>	<u>TX</u>
Institution	City	State
<u>04/2006</u>	<u>12/2010</u>	<u>COMMERCIAL PILOT</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>MEHRAN DEGREE COLLEGE</u>	<u>MORO</u>	<u>SO</u>
Institution	City	State
<u>01/2002</u>	<u>01/2006</u>	<u>BA</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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

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

**Employment History**

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

<u>GLOBAL SECURITY GROUP, INC</u>	<u>TIFFANY</u>	<u>833-289-9474</u>
Employer	Contact Person	Telephone
<u>1110 MONTLIMAR DR. STE#580</u>		
Business Address		
<u>MOBILE</u>	<u>AL</u>	<u>36609</u>
City	State	Zip
<u>09/2019</u>	<u>PRESENT</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>LONESTAR LEGACIES, INC</u> Employer	<u>MIKE</u> Contact Person	<u>251-476-0047</u> Telephone
<u>3051 GOVERNMENT BLVD</u> Business Address		
<u>MOBILE</u> City	<u>AL</u> State	<u>36606</u> Zip
<u>07/2017</u> Date Employed From (MM/YYYY)	<u>PRESENT</u> Date Employed To (MM/YYYY)	
<u>FLAGSHIP FACILITY SERVICES</u> Employer	<u>KATIA</u> Contact Person	<u>407-520-0569</u> Telephone
<u>4507 WRIGHT RD</u> Business Address		
<u>HOUSTON</u> City	<u>TX</u> State	<u>77032</u> Zip
<u>08/2016</u> Date Employed From (MM/YYYY)	<u>09/2017</u> Date Employed To (MM/YYYY)	
<u>AVIATION PORT SERVICES</u> Employer	<u>CORNELIUS</u> Contact Person	<u>832-367-7651</u> Telephone
<u>18406 SECURITY RD</u> Business Address		
<u>HOUSTON</u> City	<u>TX</u> State	<u>77032</u> Zip
<u>02/2016</u> Date Employed From (MM/YYYY)	<u>07/2016</u> Date Employed To (MM/YYYY)	
<u>GLOBAL ELITE GROUP</u> Employer	<u>ALEX LALANE</u> Contact Person	<u>877-425-0999</u> Telephone
<u>825 E GATE BLVD</u> Business Address		
<u>GARDEN CITY</u> City	<u>NY</u> State	<u>11530</u> Zip
<u>07/2015</u> Date Employed From (MM/YYYY)	<u>02/2016</u> Date Employed To (MM/YYYY)	

<u>MS ENERGY SERVICES</u>	<u>VIRGINIA HUTTON</u>	<u>936-442-2500</u>
Employer	Contact Person	Telephone
<u>3335 POLLOK DR</u>		
Business Address		
<u>CONROE</u>	<u>TX</u>	<u>77303</u>
City	State	Zip
<u>05/2014</u>	<u>05/2015</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>SAWDUST HOSPITALITY</u>	<u>NEIL</u>	<u>281-362-9610</u>
Employer	Contact Person	Telephone
<u>305 SAWDUST RD</u>		
Business Address		
<u>SPRING</u>	<u>TZ</u>	<u>77380</u>
City	State	Zip
<u>06/2013</u>	<u>05/2014</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

<u>EXXON MOBIL</u>	<u>STEVE</u>	<u>936-222-6566</u>
Employer	Contact Person	Telephone
<u>1500 E LOOP 304</u>		
Business Address		
<u>CROCKETT</u>	<u>TX</u>	<u>75835</u>
City	State	Zip
<u>01/2012</u>	<u>06/2013</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	

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

FORM A: OWNERSHIP RESUME / CURRICULUM VITAE

GLOBAL SECURITY GROUP, INC

Business License Applicant Name

JENNIFER HINTON PEARCE

Individual with Ownership Interest in Applicant

SECURE TRANSPORTER

License Type

51%

Individual's Ownership Percentage in Applicant

**Residential History**

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

165 JOHN THOMAS DRIVE. #4403

Residential Street Address

MADISON

City

10/2021

Date Resided From (MM/YYYY)

AL

State

35757

Zip

PRESENT

Date Resided To (MM/YYYY)

312 WINE SAP CIRCLE

Residential Street Address

HARVEST

City

10/2006

Date Resided From (MM/YYYY)

AL

State

35749

Zip

10/2021

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

Residential Street Address

City

State

Zip

Date Resided From (MM/YYYY)

Date Resided To (MM/YYYY)

**Education**

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

<u>CALHOUN COMM COLLEGE</u>	<u>HUNTSVILLE</u>	<u>AL</u>
Institution	City	State
<u>08/1996</u>	<u>12/2010</u>	<u>N/A</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

<u>JD DRAKE TECH COLLEGE</u>	<u>HUNTSVILLE</u>	<u>AL</u>
Institution	City	State
<u>08/1997</u>	<u>05/1999</u>	<u>LPN CERT</u>
Date Attended From (MM/YYYY)	Date Attended To (MM/YYYY)	Degree Received

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

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

**Employment History**

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

<u>MICHAEL HOWELL STATE FARM</u>	<u>MICHAEL HOWELL</u>	<u>256-232-5400</u>
Employer	Contact Person	Telephone
<u>903 S CLINTON ST</u>		
Business Address		
<u>ATHENS</u>	<u>AL</u>	<u>35611</u>
City	State	Zip
<u>10/2009</u>	<u>PRESENT</u>	
Date Employed From (MM/YYYY)	Date Employed To (MM/YYYY)	



<u>DONALD G. AULDS, MD, PC</u> Employer	<u>CINDY AULDS</u> Contact Person	<u>256-533-1244</u> Telephone
<u>401 LOWELL DR. SE#21</u> Business Address		
<u>HUNSTVILLE</u> City	<u>AL</u> State	<u>35801</u> Zip
<u>07/2006</u> Date Employed From (MM/YYYY)	<u>10/2009</u> Date Employed To (MM/YYYY)	

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

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

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

# Exhibit 2 - Residency of Owners

## Verification

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

Mohsin Seehar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual

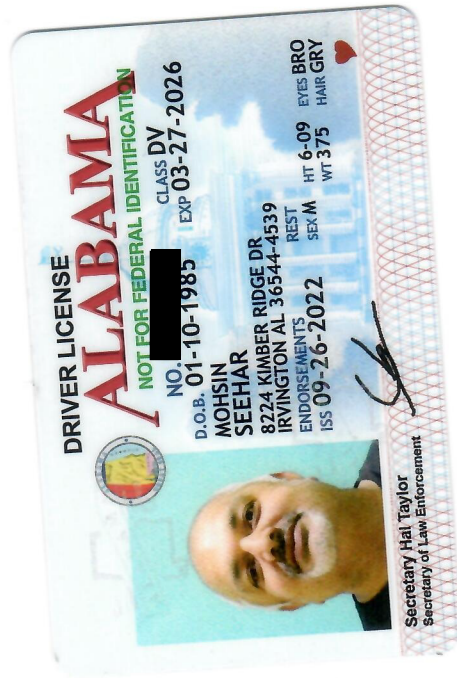
[Signature]

12/27/22

Signature of Verifying Individual

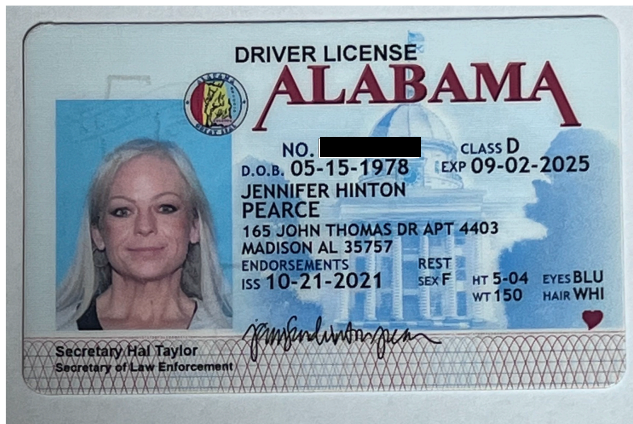
Verification Date

**2.1 State Issued Drivers License for 49% Owner**



License Type: Secure Transporter

**2.2 State Issued Drivers License for 51% Owner**



# 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.

MOHSIN SEEHAR  
Printed Name of Verifying Individual

CEO  
Title of Verifying Individual

  
Signature of Verifying Individual

03|03|23  
Verification Date

**FORM B: BACKGROUND CHECK APPLICANT VERIFICATION**

Global Security Group, Inc.

Secure Transporter

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)
Mohsin Seehar	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
Jennifer Hinton Pearce	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant
	<input type="checkbox"/> Owner <input type="checkbox"/> Shareholder <input type="checkbox"/> Director <input type="checkbox"/> Board Member <input type="checkbox"/> Individual with Economic Interest in Applicant

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

Mohsin Seehar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



03/21/2023

Signature of Verifying Individual

Verification Date



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

**PERSONAL INFORMATION**

Full Name (First, Middle, Last, Suffix): Mohsin Seehar Sex/Gender:  Male  Female  
 Aliases/Nickname: \_\_\_\_\_  
 Applicant Current Address: 8224 Kimber Ridge Drive  
 City: Irvington State: AL Zip Code: 36544 SSN: [REDACTED]  
 Date of Birth: 01/10/1985 (MM/DD/YYYY) Driver's License Number: 9851480 Issuing State: AL  
 Race:  White  Black  Asian  Indian  Other (please specify) \_\_\_\_\_  
 Home Phone: ( ) Mobile Phone: 251-533-1000 Work Phone: ( )

**WORK INFORMATION**

Employer Name: Global Security Group, Inc. Employer Phone: 833-289-9474  
 Contractor Name: \_\_\_\_\_ Contractor Phone: ( )  
 State Agency: \_\_\_\_\_ Agency Phone: ( )  
 Work Email Address: mike@gsg-inc.com  
 Job Role/Classification: CEO Supervisor Name: Tiffany

Included with my Release are the following items:

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

**AFFIDAVIT FOR RELEASE INFORMATION**

I hereby authorize the Alabama Law Enforcement Agency to release any and all criminal history information to:

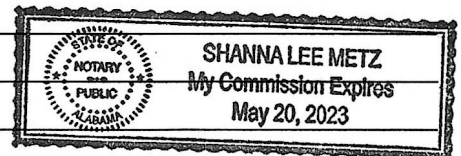
ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)

Name & Address of Requesting Agency or Authorized Agent\*

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

Applicant Signature [Signature] Date 03/22/23

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



Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Signature Shanna Lee Metz My Commission Expires 5-20, 2023

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

**APPLICANT**  
State of Missouri, All Numbers are Blank  
 FD-258 (Rev. 11-13-20) 11110-0046

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK INK

LAST NAME: **SEGHEAR** FIRST NAME: **MUHSIN** MIDDLE NAME: **MUHSIN**

SEX: **M** RACE: **AS** HEIGHT: **6'9"** WEIGHT: **315** BR: **BR** HAIR: **BLK** EYES: **BRN** PLACE OF BIRTH: **IRK** DATE OF BIRTH: **01 10 1985** DOB: **01 10 1985**

ALIASES AKA: **USA** CITIZENSHIP: **USA** YOUR NO.: **OCA** UNIVERSAL CONTROL NO.: **UCN** ARMED FORCES NO.: **MINU**

RESIDENCE OF PERSON FINGERPRINTED: **8224 KIMBER RIDGE DR IRVINGTON, AL 36544**

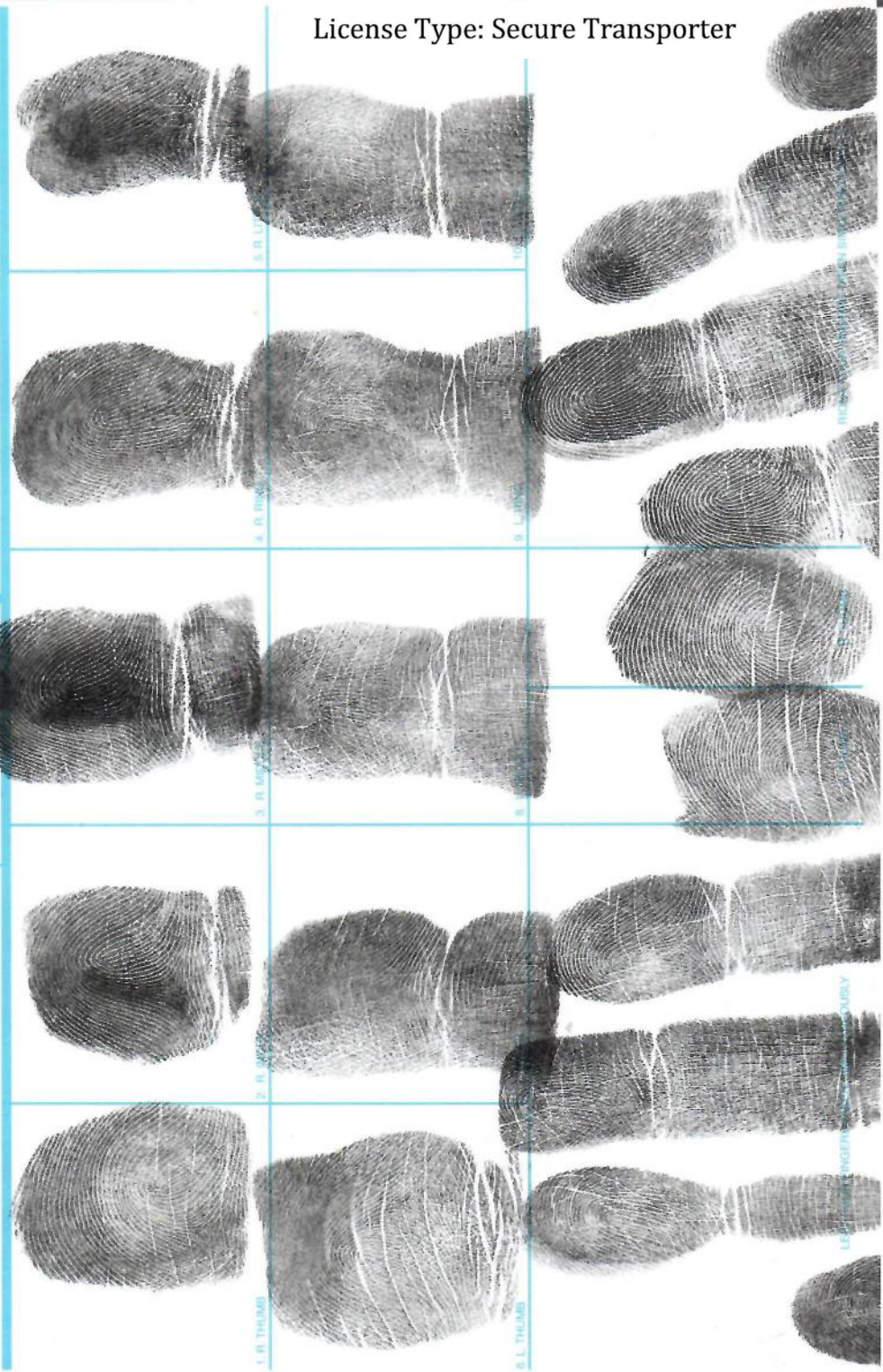
EMPLOYER AND ADDRESS: **GLOBAL SECURITY GROUP 110 MONTLYMARE DR. SFG 580 MOBILE AL 36609**

REASON FINGERPRINTED: **Basic grand check**

CLASS: \_\_\_\_\_ REF: \_\_\_\_\_

**-AL0020100**

LEAVE BLANK





**IDENTITY HISTORY SUMMARY REQUEST FORM**

**Information \* Denotes Required Fields**

*Last Name <input type="text" value="Seehar"/>	*First Name <input type="text" value="Mohsin"/>
Middle Name 1 <input type="text" value="N/A"/>	Middle Name 2 <input type="text" value="N/A"/>

*Date of Birth: <input type="text" value="01/10/1985"/>	*Place of Birth: <input type="text" value="Karachi, PK"/>	*U.S. Citizen or Legal Permanent Resident: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*Country of Citizenship: <input type="text" value="United States of America"/>	Country of Residence: <input type="text" value="United States of America"/>	Prisoner Number (if applicable): <input type="text" value="N/A"/>
*Last Four Digits of Social Security Number: <input type="text" value="2308"/>		

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

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

**Address**

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

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

CERTIFIED CHECK  MONEY ORDER  CREDIT CARD FORM

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

\* REQUESTOR SIGNATURE  DATE

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

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

**PRIVACY ACT STATEMENT**

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

**PAPERWORK REDUCTION ACT STATEMENT:**

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

**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.*

Global Security Group, Inc.

Secure Transporter

Business License Applicant Name  
Mohsin Seehar

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

03/21/2023  
Verification Date





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

**PERSONAL INFORMATION**

Full Name (First, Middle, Last, Suffix): Jennifer Hinton Pearce Sex/Gender:  Male  Female  
 Aliases/Nickname: \_\_\_\_\_  
 Applicant Current Address: 165 John Thomas Drive, Apt. 4403  
 City: Madison State: AL Zip Code: 35757 SSN: [REDACTED]  
 Date of Birth: 05/15/1978 (MM/DD/YYYY) Driver's License Number: 6322506 Issuing State: AL  
 Race:  White  Black  Asian  Indian  Other (please specify) \_\_\_\_\_  
 Home Phone: ( ) \_\_\_\_\_ Mobile Phone: 256-797-1424 Work Phone: 256-232-5400

**WORK INFORMATION**

Employer Name: Michael Howell State Farm Employer Phone: 256-232-5400  
 Contractor Name: \_\_\_\_\_ Contractor Phone: ( ) \_\_\_\_\_  
 State Agency: \_\_\_\_\_ Agency Phone: ( ) \_\_\_\_\_  
 Work Email Address: jen@michaelhowell.net  
 Job Role/Classification: Office Manager Supervisor Name: Michael Howell

**Included with my Release are the following items:**

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

**AFFIDAVIT FOR RELEASE INFORMATION**

**I hereby authorize the Alabama Law Enforcement Agency to release any and all criminal history information to:**

ALABAMA MEDICAL CANNABIS COMMISSION (AMCC)

**Name & Address of Requesting Agency or Authorized Agent\***

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

Applicant Signature Jennifer Hinton Pearce Date 3/21/2023

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

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

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

Sworn to and subscribed before me this 21<sup>st</sup> day of March, 2023.

Notary Signature [Signature] My Commission Expires NOV. 14, 2023.

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

IDENTITY HISTORY SUMMARY REQUEST FORM

Information \* Denotes Required Fields

*Last Name	Pearce	*First Name	Jennifer
Middle Name 1	Hinton	Middle Name 2	
*Date of Birth:	05/15/1978	*Place of Birth:	Houston, TX
		*U.S. Citizen or Legal Permanent Resident: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
*Country of Citizenship:	United States of America	Country of Residence:	United States of America
		Prisoner Number (if applicable):	
*Last Four Digits of Social Security Number: 4404			

\*Race (please check appropriate box):

Asian  Black  Caucasian  Native American  Unknown

\*Sex (please check appropriate box):

Male  Female  Other

Address

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

Payment Enclosed: (please check appropriate box)

CERTIFIED CHECK  MONEY ORDER  CREDIT CARD FORM

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

\* REQUESTOR SIGNATURE Jennifer Hinton Pearce DATE 3/21/2023

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

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

PRIVACY ACT STATEMENT

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

PAPERWORK REDUCTION ACT STATEMENT:

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**FORM E: BACKGROUND CHECK INDIVIDUAL VERIFICATION**

*Each individual identified by § 20-2A-55(b), Code of Alabama 1975 (as amended) (i.e., each owner, shareholder, director, board member, and individual with an economic interest in the Applicant) must complete a separate form.*

Global Security Group, Inc.

Secure Transporter

Business License Applicant Name

License Type

Jennifer Hinton Pearce

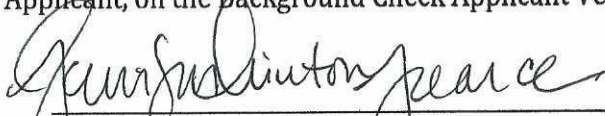
Individual's Name

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

03/21/2023  
Verification Date

# Exhibit 4 – Demonstration of Sufficient Captial

## 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.

MOHSIN SEEHAR

Printed Name of Verifying Individual

CEO

Title of Verifying Individual



Signature of Verifying Individual

03/03/23

Verification Date

**4.1 Letter from CPA**



December 29, 2022

To: Whom It May Concern

This letter is to certify that Global Security Group, Inc, an Alabama Corporation has sufficient capital as a secure transporter for Medical Cannabis in Alabama. This is evidenced by the amount of liquid capital in its bank account of greater than \$ 500,000. If you have any questions, please contact us or Mr. Mohsin Seehar at 251-533-1000.

Thank you.

Sincerely,

A handwritten signature in black ink that reads 'S. Putcha'.

Saty Putcha, E.A. MBA

Padgett Business Services

1521 Dawes Rd

Mobile, AL36695

[www.putchallc.com](http://www.putchallc.com)

Phone:251-666-6624



**GLOBAL SECURITY GROUP INC**  
**Projected Balance Sheet**  
**As of December 31, 2023**

<b>ASSETS</b>	
<b>Current Assets</b>	
Cash in bank	540,000.00
Cash in transit	5,000.00
<b>Total Current Assets</b>	<u>545,000.00</u>
Property and Equipment	105,000.00
<b>TOTAL ASSETS</b>	<u><u>650,000.00</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Liabilities</b>	
Payroll Clearing	-499,560.00
Payroll Tax Payable	35,810.00
<b>Total Current Liabilities</b>	<u>-463,750.00</u>
<b>Long-Term Liabilities</b>	
Loans payable	520,000.00
<b>Total Long-Term Liabilities</b>	520,000.00
<b>Total Liabilities</b>	<u>56,250.00</u>
<b>Stockholders' Equity</b>	
Other Equity	-11,650.00
Retained Earnings	605,400.00
<b>Total Stockholders's Equity</b>	<u>593,750.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>650,000.00</u></u>

**4.3 Projected Balance Sheet 2024**

**GLOBAL SECURITY GROUP INC**  
**Projected Balance Sheet**  
**As of December 31, 2024**

<b>ASSETS</b>	
<b>Current Assets</b>	
Cash in bank	545,000.00
Cash in transit	<u>5,000.00</u>
<b>Total Current Assets</b>	<u><b>550,000.00</b></u>
Property and Equipment	102,000.00
<b>TOTAL ASSETS</b>	<u><b>652,000.00</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Liabilities</b>	
Payroll Clearing	-601,200.00
Payroll Tax Payable	<u>45,670.00</u>
<b>Total Current Liabilities</b>	-555,530.00
<b>Long-Term Liabilities</b>	
Loans payable	510,000.00
<b>Total Long-Term Liabilities</b>	510,000.00
<b>Total Liabilities</b>	<u><b>-45,530.00</b></u>
<b>Stockholders' Equity</b>	
Other Equity	-22,470.00
Retained Earnings	720,000.00
<b>Total Stockholders's Equiry</b>	<u><b>697,530.00</b></u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>652,000.00</b></u>

**4.4 Projected Balance Sheet 2025**

**GLOBAL SECURITY GROUP INC**  
**Projected Balance Sheet**  
**As of December 31, 2025**

**ASSETS****Current Assets**

Cash in bank

548,000.00

Cash in transit

7,000.00**Total Current Assets**555,000.00

Property and Equipment

98,000.00

**TOTAL ASSETS**653,000.00**LIABILITIES & EQUITY****Current Liabilities**

Payroll Clearing

-499,560.00

Payroll Tax Payable

35,810.00**Total Current Liabilities**

-463,750.00

**Long-Term Liabilities**

Loans payable

480,000.00

**Total Long-Term Liabilities**

480,000.00

**Total Liabilities**16,250.00**Stockholders' Equity**

Other Equity

-24,000.00

Retained Earnings

660,750.00

**Total Stockholders's Equiry**636,750.00**TOTAL LIABILITIES & EQUITY**653,000.00

# 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.

Mohsin Sechar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/30/22

Signature of Verifying Individual

Verification Date

**A current financial statement or pro forma containing the following, with year-end projections as to each over the first three (3) calendar years (the year of commencement plus three more) following the commencement of operations: 23**

**5.1 - Balance sheet report, providing a snapshot of the value of assets, liabilities and equity at commencement, or for projections, as of December 31 of each year.**

**5.2 - Profit and loss report, summarizing any income, expenses and net profit from the applicant's inception to date of commencement and as projected over each calendar year thereafter, including the year of commencement.**

**5.3 - Statement of cash flow, examining the cash flowing into and out of the Applicant's business from inception to commencement and during each calendar year thereafter, including the year of commencement.**

**GLOBAL SECURITY GROUP INC**  
**Projected Balance Sheet**  
**As of December 31, 2023**

<b>ASSETS</b>	
<b>Current Assets</b>	
Cash in bank	540,000.00
Cash in transit	5,000.00
<b>Total Current Assets</b>	<u>545,000.00</u>
Property and Equipment	105,000.00
<b>TOTAL ASSETS</b>	<u><u>650,000.00</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Liabilities</b>	
Payroll Clearing	-499,560.00
Payroll Tax Payable	35,810.00
<b>Total Current Liabilities</b>	<u>-463,750.00</u>
<b>Long-Term Liabilities</b>	
Loans payable	520,000.00
<b>Total Long-Term Liabilities</b>	520,000.00
<b>Total Liabilities</b>	<u>56,250.00</u>
<b>Stockholders' Equity</b>	
Other Equity	-11,650.00
Retained Earnings	605,400.00
<b>Total Stockholders's Equity</b>	<u>593,750.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>650,000.00</u></u>

**GLOBAL SECURITY GROUP INC**  
**Projected Balance Sheet**  
**As of December 31, 2024**

<b>ASSETS</b>	
<b>Current Assets</b>	
Cash in bank	545,000.00
Cash in transit	<u>5,000.00</u>
<b>Total Current Assets</b>	<u>550,000.00</u>
Property and Equipment	102,000.00
<b>TOTAL ASSETS</b>	<u><u>652,000.00</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Liabilities</b>	
Payroll Clearing	-601,200.00
Payroll Tax Payable	<u>45,670.00</u>
<b>Total Current Liabilities</b>	-555,530.00
<b>Long-Term Liabilities</b>	
Loans payable	510,000.00
<b>Total Long-Term Liabilities</b>	510,000.00
<b>Total Liabilities</b>	<u>-45,530.00</u>
<b>Stockholders' Equity</b>	
Other Equity	-22,470.00
Retained Earnings	720,000.00
<b>Total Stockholders's Equiry</b>	<u>697,530.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>652,000.00</u></u>

**GLOBAL SECURITY GROUP INC**  
**Projected Balance Sheet**  
**As of December 31, 2025**

**ASSETS****Current Assets**

Cash in bank

548,000.00

Cash in transit

7,000.00**Total Current Assets**555,000.00

Property and Equipment

98,000.00

**TOTAL ASSETS**653,000.00**LIABILITIES & EQUITY****Current Liabilities**

Payroll Clearing

-499,560.00

Payroll Tax Payable

35,810.00**Total Current Liabilities**

-463,750.00

**Long-Term Liabilities**

Loans payable

480,000.00

**Total Long-Term Liabilities**

480,000.00

**Total Liabilities**16,250.00**Stockholders' Equity**

Other Equity

-24,000.00

Retained Earnings

660,750.00

**Total Stockholders's Equiry**636,750.00**TOTAL LIABILITIES & EQUITY**653,000.00





**GLOBAL SECURITY GROUP INC**  
**Projected Statement of Operations**  
**For the 1 Month and 12 Months Ended December 31, 2024**

Description	MDSE INVENTORY			CURRENT PERIOD OPERATIONS				YEAR-TO-DATE OPERATIONS			
	Begin	Purchases	Ending	Income	Cost	Profit	%	Income	Cost	Profit	%
Sales	-	-	-	1,059,600	-	1,059,600	100.0	1,059,600	-	1,059,600	100.0
<b>TOTALS</b>	-	-	-	1,059,600	-	1,059,600	100.0	1,059,600	-	1,059,600	100.0
							<b>Current Period</b>	<b>%</b>		<b>Year to Date</b>	<b>%</b>
<b>Operating Expenses</b>											
Wages					\$ 61,000		5.8	\$ 601,200		56.7	
Employer Payroll Taxes					4,860		0.5	45,670		4.3	
Insurance					1,800		0.2	32,480		3.1	
Supplies					750		0.1	11,276		1.1	
Legal & Accounting					560		0.1	8,166		0.8	
Advertising & Promotion					450		0.0	5,710		0.5	
Rents					1,500		0.1	14,985		1.4	
Vehicles					65		0.0	57,065		5.4	
Utilities					1,850		0.2	13,220		1.2	
Licenses & Taxes					0		0.0	3,880		0.4	
Routine Maintenance						2,600	0.2	53,600		5.1	
Bank Charges					0		0.0	850		0.1	
Uniforms/Security Items					850		0.1	36,350		3.4	
Credit Card Processing Fees					405		0.0	30,363		2.9	
Training					1,200		0.1	15,700		1.5	
Secure Transporter License					0		0.0	30,000		2.8	
Security System					350		0.0	4,155		0.4	
Computer Software					0		0.0	9,466		0.9	
<b>Total Operating Expenses</b>					<u>78,240</u>		7.4	<u>974,136</u>		91.9	
<b>Operating Income (Loss)</b>					<u>981,360</u>		92.6	<u>85,464</u>		8.1	
<b>Net Income (Loss) Before Taxes</b>					<u>\$ 981,360</u>		92.6	<u>\$ 85,464</u>		8.1	

**GLOBAL SECURITY GROUP INC**  
**Projected Statement of Operations**  
**For the 1 Month and 12 Months Ended December 31, 2025**

Description	MDSE INVENTORY			CURRENT PERIOD OPERATIONS				YEAR-TO-DATE OPERATIONS			
	Begin	Purchases	Ending	Income	Cost	Profit	%	Income	Cost	Profit	%
Sales	-	-	-	1,265,520	-	1,265,520	100.0	1,265,520	-	1,265,520	100.0
<b>TOTALS</b>	-	-	-	1,265,520	-	1,265,520	100.0	1,265,520	-	1,265,520	100.0

	Current Period			Year to Date		
		%			%	
<b>Operating Expenses</b>						
Wages	\$ 40,200	3.2	\$ 720,200	56.9		
Employer Payroll Taxes	2,805	0.2	61,805	4.9		
Insurance	850	0.1	29,330	2.3		
Supplies	1,200	0.1	23,476	1.9		
Legal & Accounting	680	0.1	680	0.1		
Advertising & Promotion	0	0.0	8,710	0.7		
Rents	1,650	0.1	17,635	1.4		
Vehicles	200	0.0	62,200	4.9		
Utilities	0	0.0	22,800	1.8		
Licenses & Taxes	500	0.0	6,760	0.5		
Routine Maintenance	1,050	0.1	69,050	5.5		
Bank Charges	80	0.0	830	0.1		
Uniforms/Security Items	900	0.1	900	0.1		
Credit Card Processing Fees	120	0.0	30,483	2.4		
Training	0	0.0	20,650	1.6		
Secure Transporter License	0	0.0	30,000	2.4		
Security System	400	0.0	41,900	3.3		
Computer Software	750	0.1	10,550	0.8		
<b>Total Operating Expenses</b>	<b>51,385</b>	<b>4.1</b>	<b>1,157,959</b>	<b>91.5</b>		
<b>Operating Income (Loss)</b>	<b>1,214,135</b>	<b>95.9</b>	<b>107,561</b>	<b>8.5</b>		
<b>Net Income (Loss) Before Taxes</b>	<b>\$ 1,214,135</b>	<b>95.9</b>	<b>\$ 107,561</b>	<b>8.5</b>		

<b>GLOBAL SECURITY GROUP INC</b>	
<b>Projected Statement of Cash Flows</b>	
<b>For the 12 Months Ended December 31, 2023</b>	
<b>Cash Flows from Operating Activities</b>	
Net Income (Loss)	67,790.00
Adjustments to reconcile net income (loss) net cash provided by (used in) operating a	
Losses (Gains) on Sales of Fixed Assets	0.00
Decrease (Increase) in Operating Assets:	
Increase (Decrease) in Operating Liabilities:	
Total Adjustments	0.00
<b>Net Cash Provided By (Used In)</b>	
<b>Operating Activities</b>	<b>67,790.00</b>
<b>Cash Flows from Investing Activities</b>	
<b>Net Cash Provided By (Used In)</b>	
<b>Investing Activities</b>	<b>0.00</b>
<b>Cash Flows from Financing Activities</b>	
<b>Net Cash Provided By (Used In)</b>	
<b>Financing Activities</b>	<b>0.00</b>
<b>Net Increase (Decrease) In</b>	
<b>Cash and Cash Equivalents</b>	<b>67,790.00</b>
<b>Beginning Cash and Cash Equivalents</b>	<b>540,000.00</b>
<b>Ending Cash and Cash Equivalents</b>	<b>607,790.00</b>

<b>GLOBAL SECURITY GROUP INC</b>	
<b>Projected Statement of Cash Flows</b>	
<b>For the 12 Months Ended December 31, 2024</b>	
<b>Cash Flows from Operating Activities</b>	
Net Income (Loss)	85,464.00
Adjustments to reconcile net income (to net cash provided by (used in) operating activities)	
Losses (Gains) on Sales of Fixed Assets	0.00
Decrease (Increase) in Operating Assets	
Increase (Decrease) in Operating Liabilities	
Total Adjustments	0.00
<b>Net Cash Provided By (Used In) Operating Activities</b>	<b>85,464.00</b>
<b>Cash Flows from Investing Activities</b>	
<b>Net Cash Provided By (Used In) Investing Activities</b>	<b>0.00</b>
<b>Cash Flows from Financing Activities</b>	
<b>Net Cash Provided By (Used In) Financing Activities</b>	<b>0.00</b>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	<b>85,464.00</b>
<b>Beginning Cash and Cash Equivalents</b>	<b>545,000.00</b>
<b>Ending Cash and Cash Equivalents</b>	<b>630,464.00</b>

<b>GLOBAL SECURITY GROUP INC</b>	
<b>Projected Statement of Cash Flows</b>	
<b>For the 12 Months Ended December 31, 2025</b>	
<b>Cash Flows from Operating Activities</b>	
Net Income (Loss)	107,561.00
Adjustments to reconcile net income (to net cash provided by (used in) operating Losses (Gains) on Sales of Fixed Assets	0.00
Decrease (Increase) in Operating Assets Increase (Decrease) in Operating Liabilities	0.00
Total Adjustments	0.00
<b>Net Cash Provided By (Used In)</b> <b>Operating Activities</b>	<b>107,561.00</b>
<b>Cash Flows from Investing Activities</b>	
<b>Net Cash Provided By (Used In)</b> <b>Investing Activities</b>	<b>0.00</b>
<b>Cash Flows from Financing Activities</b>	
<b>Net Cash Provided By (Used In)</b> <b>Financing Activities</b>	<b>0.00</b>
<b>Net Increase (Decrease) In</b> <b>Cash and Cash Equivalents</b>	<b>107,561.00</b>
<b>Beginning Cash and Cash Equivalents</b>	<b>548,000.00</b>
<b>Ending Cash and Cash Equivalents</b>	<b>655,561.00</b>

# 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.

MOHSIN SEEHAR

Printed Name of Verifying Individual

CEO

Title of Verifying Individual



Signature of Verifying Individual

03|03|23

Verification Date

## **6.1 - Tax Compliance**

License Type: Secure Transporter

**The Applicant's verified tax plan demonstrating understanding of, and plans for compliance with, all applicable tax laws, including but not limited to providing all information required for purposes of the taxes levied by Chapter 2A of Title 20, Code of Alabama 1975 (as amended), and payment of the same.**

We agree to comply with all applicable tax laws and to provide 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.



# 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.

Mohsin Saadhar

Printed Name of Verifying Individual



Signature of Verifying Individual

CEO

Title of Verifying Individual

12/27/22

Verification Date

**7.1 Certificate of Formation**

License Type: Secure Transporter

STATE OF ALABAMA

Inst. # 2019054321 Pages: 1 of 5 Doc: PINC  
I certify this instrument filed on 9/12/2019 4:37 PM  
Don Davis, Judge of Probate  
Mobile County, AL. Rec: \$53.00

**DOMESTIC BUSINESS CORPORATION  
CERTIFICATE OF FORMATION**

Clerk: BFRANKS

**PURPOSE:** In order to form a Business Corporation (formerly known as For-Profit Corporation) under Section 10A-1-3.05 and 10A-2-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation's initial registered office is located. **The information required in this form is required by Title 10A.**

CERTIFIED TRUE COPY  
Probate Court of Mobile Co., AL  
Don Davis, Judge

Signature *C. Mark Erwin*  
C. Mark Erwin, Chief Clerk

Date 9-12-19

(For County Probate Office Use Only)

**INSTRUCTIONS:** Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is recorded. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your filing will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

**This form must be typed or laser printed.**

1. The name of the corporation (must contain the word "corporation" or "incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Title 10A-1-5.04):

Global Security Group Inc

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

This form was prepared by: (type name and full address)  
Padgett Business Services  
1521 Dawes Rd  
Mobile AL 36695

(For SOS Office Use Only)

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

3. Street (No PO Boxes) address of principal office of the corporation: 1151 Hillcrest Rd Suite E, Mobile, AL 36695

Mailing address of principal office (if different from street address):

4. The name of the Registered Agent: Nickolas C Aloï

Street (No PO Boxes) address of Registered Agent: 1151 Hillcrest Rd Suite E, Mobile, AL 36695

Mailing address of Registered Agent (if different from street address):

5. Purpose for which corporation is formed: Any lawful business activity

; the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2 of the Code of Alabama.

6. Number of Shares the corporation is authorized to issue: 1000 Par Value (Par value is optional information and does not have to be completed.)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): Saty Putcha

Street (No PO Boxes) address of Incorporator(s): 1521 Dawes Rd Mobile, AL 36695

Mailing address of Incorporator(s) - (if different from street address):

Attach a listing if more Incorporators need to be added.

9. Director's Name: Nickolas C Aloï

Street (No PO Boxes) address of Director: 1151 Hillcrest Rd Suite E, Mobile, AL 36695

Mailing address of Director(s) - (if different from street address):

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

Director's Name: Mohsin Seehar

Street (No PO Boxes) address of Director: 1151 Hillcrest Rd Suite E, Mobile, AL 36695

\_\_\_\_\_ Mailing address of Director(s) - (if different from street address): \_\_\_\_\_

Director's Name: \_\_\_\_\_

Street (No PO Boxes) address of Director: \_\_\_\_\_

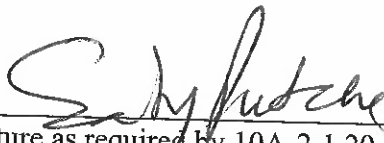
\_\_\_\_\_ Mailing address of Director(s) - (if different from street address): \_\_\_\_\_

**Attach listing if more Directors need to be added.**

- 10. A director has no liability to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the shareholders; (C) a violation of Section 10A-2-8.33; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its shareholders.

Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

9 / 12 / 2019  
Date (MM/DD/YYYY)

  
Signature as required by 10A-2-1.20

Saty Putcha  
Typed Name of Above Signature

Incorporator  
Typed Title/Capacity to Sign under 10A-2-1.20

**MEMBERS OF GLOBAL SECURITY GROUP INC**

Nickolas C Aloï	1151 Hillcrest Rd Suite E, Mobile AL 36695	70%
Mohsin Seehar	1151 Hillcrest Rd Suite E, Mobile AL 36695	30%

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:

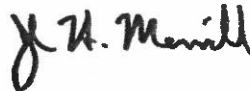
**Global Security Group Inc**

This name reservation is for the exclusive use of Saty Putch, 1521 Dawes Rd, Mobile, AL 36695 for a period of one year beginning September 09, 2019 and expiring September 09, 2020

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 09, 2019

Date



John H. Merrill

Secretary of State



RES854008

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION  
AMENDMENT TO CERTIFICATE/ARTICLES  
OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate/Articles of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of \$100.00 (credit card, check, or money order) to the Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616. The Amendment will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

**This form must be typed.**

- The name of the corporation from the Certificate/Articles of Incorporation:  
Global Security Group Inc
- The date the Certificate/Articles of Incorporation was filed in the county: 09 / 12 / 2019 (format MM/DD/YYYY)
- The titles, dates, and places of filing of any previous Amendments: \_\_\_\_\_  
**Attach a listing if necessary.**
- Alabama Entity ID Number (Format: 000-000): 587 - 323 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at [www.sos.alabama.gov](http://www.sos.alabama.gov) Click Business Services (below picture), click Business Entity Search, search by entity name. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

This form was prepared by: (type name and full address)

Padgett Business Services  
1521 Dawes Rd  
Mobile AL 36695

(For SOS Use Only)

Alabama  
Sec. Of State

Entity Change  
587-323 D/C  
Date 11/02/2020  
Time 14:30  
201102 2 Pg

File	\$100.00
Ackn	\$.00
Exp	\$.00
-----	
Total	\$100.00

10/009

**DOMESTIC BUSINESS CORPORATION AMENDMENT**

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State **must** be attached.]

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a) (2) to effect the change in the public records database.]

5. The following amendment was adopted on 10 / 28 / 2020 (format MM/DD/YYYY):

Nickolas C Aloj transferred 21% ownership to Mohsin Seehar

New ownership is 51% Mohsin Seehar and 49% Nickolas C Aloj

Additional Amendments and the dates on which they were adopted are attached.

**Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.**

6.  The board of directors without stockholder action approved the Amendment. Stockholder action was not required.

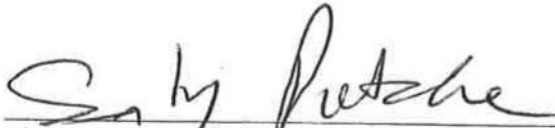
7.  The stockholders approved the Amendment. The total number of votes entitled to be cast was 1,000 (information is required for item a or b). Complete one of the following:

a. The total number of votes cast for amendment was 1,000 and the total number of votes cast against amendment was 0.

b. The total number of undisputed votes cast for amendment was \_\_\_\_\_ which was a sufficient number of votes to approve amendment.

8.  Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

10 / 28 / 2020  
Date (MM/DD/YYYY)

  
Signature as required by 10A-2A-1.20

Saty Putcha  
Typed Name of Above Signature

Incorporator  
Typed Title/Capacity to Sign under 10A-2A-1.20



## STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION  
AMENDMENT TO CERTIFICATE/ARTICLES  
OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate/Articles of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of \$100.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616**. The Amendment will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

**This form must be typed.**

1. The name of the corporation from the Certificate/Articles of Incorporation:

Global Security Group Inc

2. The date the Certificate/Articles of Incorporation was filed in the county: 09 / 12 / 2019 (format MM/DD/YYYY)

3. The titles, dates, and places of filing of any previous Amendments: Ownership change 11/02/20 Secretary of State  
**Attach a listing if necessary.**

4. Alabama Entity ID Number (Format: 000-000): 587 - 323 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at [Click Business Services \(below picture\)](#), click Business Entity Search, search by entity name. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

This form was prepared by: (type name and full address)

Padgett Business Services  
1521 Dawes Rd  
Mobile AL 36695

(For SOS Use Only)

Alabama  
Sec. Of State  
Entity Change  
587-323 D/C  
Date 12/22/2020  
Time 10:52  
201222 2 Pg  
File \$100.00  
Ackn \$.00  
Exp \$.00  
-----  
Total \$100.00  
03/045

**DOMESTIC BUSINESS CORPORATION AMENDMENT**

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a) (2) to effect the change in the public records database.]

5. The following amendment was adopted on 11 / 13 / 2020 (format MM/DD/YYYY):

Mohsin Seehar acquired 100% of the Company. Nickols C Aloj transferred his 49% to Mohsin Seehar

Additional Amendments and the dates on which they were adopted are attached.

**Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.**

6.  The board of directors without stockholder action approved the Amendment. Stockholder action was not required.

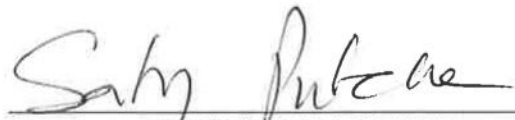
7.  The stockholders approved the Amendment. The total number of votes entitled to be cast was \_\_\_\_\_ (information is required for item a or b). Complete one of the following:

a. The total number of votes cast for amendment was 1,000 and the total number of votes cast against amendment was 0.

b. The total number of undisputed votes cast for amendment was 1,000 which was a sufficient number of votes to approve amendment.

8.  Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

12 / 1 / 2020  
Date (MM/DD/YYYY)

  
Signature as required by 10A-2A-1.20

Saty Putcha  
Typed Name of Above Signature

Organizer  
Typed Title/Capacity to Sign under 10A-2A-1.20

## STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION  
AMENDMENT TO CERTIFICATE OF INCORPORATION

PURPOSE: In order to amend a Business Corporation's Certificate of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Corporation:

Global Security Group Inc

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2. The date the Certificate of Incorporation was filed: 09 / 12 / 2019 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 000 - 587 - 323 **TO OBTAIN ID NUMBER**, go to our website at [www.sos.alabama.gov](http://www.sos.alabama.gov) click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

4. The titles, dates, and places of filing of any previous amendments: See attached
- 

## (For SOS Use Only)

	Alabama
	Sec. Of State
	000-587-323 D/C
Date	12/29/2022
Time	09:32:46
File	\$100.00
	-----
Total	\$100.00

DOMESTIC BUSINESS CORPORATION AMENDMENT

5. The following amendment was adopted on 12 / 29 / 2022 (format MM/DD/YYYY):

See attached.

[X] Additional Amendments and the dates on which they were adopted are attached.

\*Be very specific about what must be changed if you are amending existing information.

\*If the amendment includes a name change, a copy of the Name Reservation Certificate issued by the Office of Secretary of State must be attached.

\*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). Agent information will NOT be changed with an amendment.

\*Any instrument not ascertainable by information contained within the filing instrument must be attached pursuant to 10A-2A-10.06(a)(5)(3).

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

- 6. [X] The board of directors without stockholder action approved the Amendment. Stockholder action was not required.
7. [ ] The stockholders approved the Amendment. The total number of votes entitled to be cast was (information is required for item a or b). Complete one of the following:
a. The total number of votes cast for amendment was and the total number of votes cast against amendment was.
b. The total number of undisputed votes cast for amendment was which was a sufficient number of votes to approve amendment.
8. [ ] Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

12 / 29 / 2022
Date (MM/DD/YYYY)

SATY PUTCHA
Signature as required by 10A-2A-1.20

INCORPORATOR
Title/Capacity to Sign under 10A-5A-2.04

## Amendment Details

## Entity Info

<b>Current Entity Name</b> Global Security Group Inc	<b>Entity ID</b> 000-587-323
<b>Type</b> Business Corporation	<b>Formation Date</b> 2019-09-12

## Directors and Addresses

## Original

Director	Street Address	Mailing Address
ALOI, NICKOLAS C	1151 HILLCREST RD SUITE E MOBILE, AL 36695	1151 HILLCREST RD SUITE E MOBILE, AL 36695
SEEHAR, MOHSIN	1151 HILLCREST RD SUITE E MOBILE, AL 36695	1151 HILLCREST RD SUITE E MOBILE, AL 36695

## Amended

Director	Street Address	Mailing Address	
ALOI, NICKOLAS C	1151 HILLCREST RD SUITE E MOBILE, AL 36695	1151 HILLCREST RD SUITE E MOBILE, AL 36695	(Deleted)
SEEHAR, MOHSIN	1110 MONTLIMAR DR, SUITE 580 MOBILE, AL 36609	1110 MONTLIMAR DR, SUITE 580 MOBILE, AL 36609	(Edited)
JENNIFER HINTON PEARCE	165 JOHN THOMAS DR, # 4403 MADISON, AL 35757	165 JOHN THOMAS DR, # 4403 MADISON, AL 35757	(Added)

**STATE OF ALABAMA**

**DOMESTIC BUSINESS CORPORATION  
AMENDMENT TO CERTIFICATE/ARTICLES  
OF INCORPORATION**

PURPOSE: In order to amend a Business Corporation's Certificate/Articles of Incorporation under Section 10A-2A-10.06 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

INSTRUCTIONS: Mail one (1) signed original and one (1) copy of this completed form along with a self-addressed, stamped envelope with the filing fee of \$100.00 (credit card, check, or money order) to the **Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103-5616**. The Amendment will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored (\$30 fee).

**This form must be typed.**

1. The name of the corporation from the Certificate/Articles of Incorporation:

Global Security Group Inc

2. The date the Certificate/Articles of Incorporation was filed in the county: 09 / 12 / 2019 (format MM/DD/YYYY)

3. The titles, dates, and places of filing of any previous Amendments: Ownership change 11/02/20 Secretary of State  
**Attach a listing if necessary.**

4. Alabama Entity ID Number (Format: 000-000): 587 - 323 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at [Click Business Services \(below picture\), click Business Entity Search, search by entity name.](#) The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

This form was prepared by: (type name and full address)

Padgett Business Services  
1521 Dawes Rd  
Mobile AL 36695

(For SOS Use Only)

Alabama  
Sec. Of State  
Entity Change  
587-323 D/C  
Date 12/22/2020  
Time 10:52  
201222 2 Pg  
File \$100.00  
Ackn \$.00  
Exp \$.00  
-----  
Total \$100.00  
03/045

**DOMESTIC BUSINESS CORPORATION AMENDMENT**

[Instruction on Amendment completion: Be very specific about what must be changed if you are amending existing information. If the amendment includes a name change, a copy of the Name Reservation form issued by the Office of Secretary of State must be attached.

Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a) (2) to effect the change in the public records database.]

5. The following amendment was adopted on 11 / 13 / 2020 (format MM/DD/YYYY):

Mohsin Seehar acquired 100% of the Company. Nickols C Aloj transferred his 49% to Mohsin Seehar

Additional Amendments and the dates on which they were adopted are attached.

**Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.**

6.  The board of directors without stockholder action approved the Amendment. Stockholder action was not required.

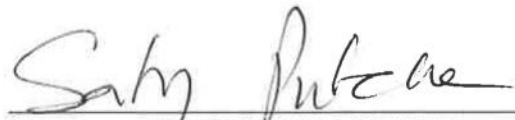
7.  The stockholders approved the Amendment. The total number of votes entitled to be cast was \_\_\_\_\_ (information is required for item a or b). Complete one of the following:

a. The total number of votes cast for amendment was 1,000 and the total number of votes cast against amendment was 0.

b. The total number of undisputed votes cast for amendment was 1,000 which was a sufficient number of votes to approve amendment.

8.  Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

12 / 1 / 2020  
Date (MM/DD/YYYY)

  
Signature as required by 10A-2A-1.20

Saty Putcha  
Typed Name of Above Signature

Organizer  
Typed Title/Capacity to Sign under 10A-2A-1.20

**MEMBERS OF GLOBAL SECURITY GROUP INC**

1. MOHSIN SEEHAR, 1110 MONTLIMAR DR, SUITE 580 MOBILE, AL 36609 49%
2. JENNIFER HINTON PEARCE, 165 JOHN THOMAS DR, #4403, MADISON, AL 35757 51%



# Exhibit 8 – Business License and Authorization of Local Authorities

## Verification

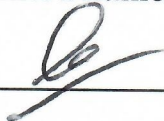
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Mohsin Seehar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/29/22

Signature of Verifying Individual

Verification Date

# STATE OF ALABAMA

CONTROL NO.

6728011

ACCOUNT NO.

808323

MOBILE COUNTY

ISSUED TO:

GLOBAL SECURITY GROUP

LICENSE NO.

2300129

LICENSE YEAR
<b>2022-2023</b>

1110 MONTLIMAR DR  
STE 580  
MOBILE, AL 36609

DATE ISSUED		
10	03	2022
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:

1110 MONTLIMAR DR STE 580  
MOBILE, AL 36609

EXPIRES  
September 30, 2023  
RENEW IN OCTOBER

RL:

U66 - #6728011 - T2 - P3829809 - M4

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0081	COMMISSION MERCHANTS OR MERCHANDISE BROKERS	37.50	2.25	0.00	0.00	0.00	39.75

**TRANSFER OF LICENSE**

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Name of Purchaser

Kathleen D. Baxter

State Comptroller  
Vernon Barnett

Commissioner of Revenue  
NICK MATRANGA

Issuing Authority

Issuing Authority

TOTAL	39.75
MAIL FEE	0.00
TOTAL WITH MAIL FEE	39.75

**01-062**

**2022**

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS  
DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE,  
ALABAMA**

---

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

**Section 1. Definitions of Capitalized Terms.**

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) **Act** means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) **City** means the City of Mobile, Alabama.

(iii) **Commission** means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) **State** means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) **Dispensary**;

(ii) **Dispensing Site**;

(iii) **Integrated Facility**;

(iv) **Medical Cannabis**.

**Section 2. Findings and Determinations**

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

**8.2 City of Mobile Authorization for Medical Cannabis**

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

**Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites**

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

**Section 4. Notification of the Commission**

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

**Section 5. General.**

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: DEC 13 2022

  
\_\_\_\_\_  
City Clerk

# 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.

Mohsin Seehar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/27/22

Signature of Verifying Individual

Verification Date

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

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

Executive Summary:

We are a well-established security company with a proven track record of providing high-quality services to a wide range of clients. We are now expanding into the medical cannabis industry in Alabama, where the demand for secure transportation is growing rapidly.

Our services will include secure transportation of medical cannabis products, as well as providing security guards and surveillance systems to licensed dispensaries. We have already established relationships with several licensed dispensaries in the state, and we are confident that our expertise in the security industry will be a valuable asset in this new market.

Market Analysis:

The medical cannabis industry in Alabama is in its early stages, with the state only recently legalizing the use of medical cannabis for certain medical conditions. However, demand for medical cannabis is expected to grow rapidly as more and more patients become eligible for treatment.

This presents a significant opportunity for us, as licensed dispensaries will need reliable and secure transportation and storage solutions for their products. In addition, the need for security guards and surveillance systems at dispensaries will also increase as the industry grows.

Competitive Analysis:

There are several competitors in the medical cannabis security industry in Alabama, but most of them are small, local companies with limited experience and resources. Our company, on the other hand, has a proven track record of providing high-quality services to a wide range of clients, and we have the expertise and resources to provide comprehensive security solutions to licensed dispensaries in the state.

**9.8 - An advertising/marketing analysis and strategy, if any.**

We will target licensed dispensaries in Alabama as our primary customers. We will leverage our existing relationships with these dispensaries, as well as our reputation in the security industry, to generate interest in our services.

In addition, we will also attend industry conferences and trade shows to network with potential customers and promote our services. We will also use online marketing techniques, such as social media and email marketing, to reach a wider audience.

Operational Plan:

We will initially focus on providing secure transportation to licensed dispensaries in Alabama. We will use our existing fleet of vehicles and storage facilities, as well as hiring additional staff as needed, to meet the demand for these services.

As the medical cannabis industry in Alabama grows, we will also expand our services to include security guards and surveillance systems for licensed dispensaries. We will carefully monitor the market and adjust our operations as needed to ensure that we are meeting the needs of our customers.

Financial Plan:



We plan to invest a total of \$500,000 in our expansion into the medical cannabis industry in Alabama. This will be used to hire additional staff, upgrade our existing fleet of vehicles and storage facilities, and marketing and sales efforts.

We expect to generate revenues of \$1.5 million in our first year of operations, with a net profit of \$300,000. As the medical cannabis industry in Alabama grows, we expect our revenues and profits to grow as well.

#### Identification of facility locations

The corporate office is located at 1110 Montlimar Drive, Suite 580, Mobile, AL 36693.

**9.9 – A Community Engagement Plan describing all efforts that have been or will be made to foster the Applicant’s relationship with, involvement in, and commitment to any community (including municipality or county) in which the Applicant intends to locate a facility within the next three years.**

We are already involved with the Mobile County community. We are members of the Rotary Club, Optimus Club, and our owner is a member of the Freemasons. We regularly attend events and conferences in the area with the most recent being the Mobile Chamber’s event revealing the plans for the new Top Golf.

#### Conclusion:

The company is well-positioned to capitalize on the growing demand for secure transportation in the medical cannabis industry in Alabama. We have the expertise and resources to provide comprehensive security services to licensed dispensaries in the state, and we are confident that our expansion into this market will be a success.

**9.3 – An Organizational Chart – a diagram that visually conveys the Applicant's internal structure by detailing the roles, responsibilities, and relationships between individuals within an entity.**



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

Chief Operating Officer Job Description

Global Security Group is a fast growing company and the chief operating officer must be someone with strong leadership skills and the willingness to adapt and learn. The COO will be the leader of the office and will lead the corporate team on a daily basis.

Responsibilities:

1. Provide management to staff and leadership to the organization that aligns with the company's business plan and overall strategic vision.
2. Assist corporate team members in creating, growing and building a world class, industry leading organization.
3. Set challenging and realistic goals for growth, performance and profitability.
4. Provide accurate and timely reports outlining the operational condition of the company.
5. Work closely with the senior management team to create, implement and roll out plans for operational processes, internal infrastructures, reporting systems and company policies all designed to foster growth, profitably and efficiencies within the company.
6. Forge strategic partnerships and relationships with clients, vendors, banks, investors and all other professional business relationships.
7. Foster a growth oriented, positive and encouraging environment while keeping employees and management accountable to company policies, procedures and guidelines.

Qualifications

1. Bachelor's degree in business or related field.
2. 5-10 years of executive level operational experience required.
3. Exceptional executive presence, business acumen and presentation skills.
4. Budgeting and/or financial focused mindset is helpful.

Human Resources Director

The ideal candidate for this role should possess a high work ethic, excellent communication skills, knowledge of labor regulations and HR practices, strategic thinking abilities, strong organizational skills, and excellent interpersonal skills. The exceptional HR director should

improve HR processes, implement strategies that support business growth, improve morale and employee retention, enhance safety and wellness, strengthen relations between staff and employers, manage job satisfaction, attract the best recruits, and promote the organization's values.

#### HR Director Responsibilities:

- Developing and implementing human resources policies.
- Supporting strategic objectives.
- Hiring staff and negotiating employment agreements.
- Ensuring compliance with laws and regulations.
- Managing staff wellness and performance reviews.
- Motivating and supporting current staff.
- Maintaining staff records.
- Handling employee benefits.
- Identifying staffing needs and creating job descriptions.
- Designing and directing training programs.

#### HR Director Requirements:

- Bachelor's degree in human resources management.
- Excellent communication skills.
- Highly organized.
- Superior interpersonal skills.
- Detail-oriented.
- Good problem-solving skills.
- Budget management experience.
- Strong people skills.
- Knowledge of labor laws and regulations.
- Computer literacy.

#### District Manager Job Description

To ensure success as a security manager, you should possess extensive knowledge of surveillance techniques and experience in a similar role. A top-notch security manager will be someone whose security expertise results in a safe and well-protected environment.

District Manager Responsibilities:

- Collaborating with department managers to determine security needs.
- Planning and implementing comprehensive security strategies.
- Controlling the security operations budget, monitoring expenses, and documenting processes.
- Supervising, recruiting, and training security personnel.
- Gathering security intelligence and implementing preventative measures.
- Developing work schedules, allocating tasks, and monitoring personnel performance.
- Coordinating responses to emergencies and alarms, as well as compiling incident reports.
- Preparing surveillance equipment maintenance schedules and facilitating repairs in a timely manner.
- Keeping abreast of new technologies and advancements in security services.
- Ensuring compliance with company policies and security industry regulations.

District Manager Requirements:

- High school diploma or GED.
- State-prescribed security training, licensing, and registration.
- At least two years' experience in a similar role.
- Extensive experience in preventing illegal activity and performing access control.
- In-depth knowledge of security procedures and surveillance equipment.
- Knowledge of security industry regulations.
- Advanced ability to coordinate responses to security breaches and threats.
- Superb leadership and organizational abilities.
- Excellent interpersonal and communication skills.

- Availability to respond to security alerts outside of business hours.

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

#### Office Assistant Job Description

The ideal assistant should be someone who is assertive, organized, detail-oriented, and a self-starter. We need help with calendar management for efficiency, setting up meetings, giving reminders, general errands, shopping, as well as other miscellaneous tasks. You will handle a little bit of everything, so every day is different. Some days you'll need to roll with the punches while others may be a bit slower. You're the face of the office and will be interacting with a variety of people every day.

#### Duties and Responsibilities:

- Schedule meetings and manage calendars.
- Answer phone calls and emails and take messages.
- Take accurate and comprehensive notes at meetings.
- Help with daily time management.
- Run errands as requested.
- Plan travel, including flights, accommodation, and ground transportation.
- Coordinate events and meetings.
- Draft correspondence such as emails, letters, and texts.

#### Skills and Qualifications:

- Strong interpersonal skills.

- Tech-savvy and experience with word processing and email programs.
- Active listening and good communication skills.
- Proactive approach to problem-solving.
- Ability to multitask.
- Strong time-management and organization skills.
- Previous administrative experience is a plus.

### Security Guard Job Description

*This position is located in Gulf Shores and Orange Beach at various hotel/resort properties.*

Here at GSG, our Security Guards aren't just placeholders. We take great pride in hiring quality candidates and retaining them for the long haul. With that being said, you do need to know that we expect a lot from our Guards. You are the (potential) eyes and ears for our client and you must have integrity and a spirit of excellence. If you're the type of person who always does everything to the best of your ability we want to hire you.

The team atmosphere is extremely important to us. You should be able to work well in a team environment and have a desire to always be helpful to those around you. If you've recently heard "That's not MY job" come out of your own mouth, please kindly hit the back button located on the top left. #NoThankYou.

No experience is required. What we do tends to be repetitive and are skills that are easily learned. What we cannot teach though is the willingness to do whatever it takes. We hire people based on the latter and train them on the former.

You must be able to pass a drug screen and a background check. You will have to obtain your Security Guard License for the State of Alabama if you do not hold a current license, but we can help you get that.

Weekly Pay: Direct deposit.

Responsibilities:

- Protect client property, assets, and people by maintaining a safe and secure environment.
- Be courteous and customer service-oriented.
- Be attentive and observant of your surroundings at all times.
- Observe for signs of crime or disorder and investigate disturbances.
- Act lawfully in direct defense of life or property.
- Take accurate notes of unusual occurrences.
- Report in detail any suspicious incidents.
- Actively patrol buildings and perimeters.
- Monitor and control access at building entrances and vehicle gates.
- Watch alarm systems, and video cameras, and operate detecting/emergency equipment.

Skills:

- Proven work experience as a Security Guard or relevant position preferred but not required.
- Trained Security Guard with State Issued License (training available).
- Self Motivated.
- Surveillance skills and detail-oriented.
- Must have great customer service skills.
- Ability to always maintain professionalism.

Requirements:

- Must be able to pass a federal background check.
- Must be able to pass a drug screening.
- Must be able to stand/walk for rounds as well as sit at a guard shack.



- Must be able to work in hot, cold, inclement weather as needed.
- Must be able to bend, stoop, kneel, and crouch.
- Must be able to lift/move up to 25 lbs occasionally.
- Must have reliable transportation to and from work.
- Must have open availability.

**9.7 – A description of services and/or products to be cultivated, processed, transported, dispensed, or tested at each facility, as applicable, including: actual (or projected) pricing data, if applicable; actual (or projected) product lifespan, if applicable; projected benefits to consumers; patents, if any; and proprietary technology, if any**

Not applicable at this time as we are awaiting approval for the business license before we make the necessary investments.

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

Not applicable at this time as we are awaiting approval for the business license before we make the necessary investments.

**9.11 – An insurance plan, including declarations pages and letters of intent, if any, from an A-rated insurer as to, at a minimum, casualty, workers’ compensation, liability, and (as applicable) auto or fleet policy.**

Global Security Group, Inc will fully comply with all insurance requirements for AMCC. We understand the importance of maintaining proper insurance coverage and we are committed to ensuring that our business is fully compliant with all relevant regulations.

To that end, we will be taking the following steps to ensure compliance:

- We will review all our current insurance policies to ensure that they meet all necessary requirements for AMCC.
- We will work with our insurance broker to make any necessary changes or updates to our policies to AMCC requirements.
- We will implement any additional policies or procedures that may be required to meet insurance requirements for AMCC.
- We will make sure that all our employees are aware of and trained on our insurance policies and procedures.
- We are confident that these steps will ensure that we are fully compliant with all insurance requirements.

In addition to this we are enclosing a Certificate of Insurance outlying all the limits of our current insurance.

Please do not hesitate to contact me if you have any questions or concerns.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Madril Insurance P. O. Box 617  Cantonment FL 32533	<b>CONTACT NAME:</b> Wanda Nodhturft <b>PHONE (A/C, No, Ext):</b> (850) 476-2733 <b>E-MAIL ADDRESS:</b> wanda@madrilinsurance.com	<b>FAX (A/C, No):</b> (850) 476-2753
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Global Security Group Inc and Mico Venture Holding Inc 1110 Montlimar Dr Ste 580  Mobile AL 36609	<b>INSURER A:</b> Peleus Insurance Company	<b>NAIC #</b> 34118
	<b>INSURER B:</b> Progressive Specialty Ins Co	<b>NAIC #</b> 32786
	<b>INSURER C:</b> Kinsale Ins Co	<b>NAIC #</b> 38920
	<b>INSURER D:</b> Ohio Casualty Insurance Co	<b>NAIC #</b> 24074
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL2292211461 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLV0001605	1/30/2022	1/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Lost Key Coverage \$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01935436	3/12/2022	3/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100207442-0	9/15/2022	1/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Following Form over GL Only \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	<b>Commercial Inland Marine</b>			BMO61831098	8/14/2022	8/14/2023	Limit-Security Equipment 41,000 Deductible 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Blanket Additional Insured, Blanket Products & Completed Operations, Blanket Primary & Non-Contributory and Blanket Waiver of Subrogation applies to General Liability if required by written contract.

**CERTIFICATE HOLDER**

mike@gsg-inc.com

Global Security Group Inc  
 1110 Montlimar Dr Ste 580  
 Mobile, AL 36609

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Nodhturft/NODHTU

# 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.

MOHSIN SEEHAR  
Printed Name of Verifying Individual

CEO  
Title of Verifying Individual

  
Signature of Verifying Individual

03/03/23  
Verification Date

**10.1 – Any Cultivator or prospective Cultivator.**

Multiple prospective cultivators have reached out via phone or email to inquire about our security services in the Baldwin County area. We are preparing a proposal for Flowerwood Nursery in Loxley, Alabama. The proposal is not available at this time due to us waiting for additional information from the nursery.

**10.2 – Any Processor or prospective Processor.**

Not applicable at this time.

No processors or prospective processors have been in contact with us.

**10.3 – Any Dispensary or prospective Dispensary.**

Not applicable at this time.

No dispensaries or prospective dispensaries have been in contact with us.

**10.4 – Any Integrated Facility or prospective Integrated Facility.**

Not applicable at this time.

No integrated facilities or prospective integrated facilities have been in contact with us.

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

Not applicable at this time.

No state testing laboratories or prospective state testing laboratories have been in contact with us.

# Exhibit 11 - 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.

Mohsin Saehar

Printed Name of Verifying Individual



Signature of Verifying Individual

CEO

Title of Verifying Individual

12/20/22

Verification Date

**Training:** Employees involved in the transportation of medical cannabis will receive training on how to handle the product safely and securely. This may include training on how to properly load and unload the product, as well as handling and storage procedures.

**Vehicle and equipment:** The vehicles and equipment used for transporting medical cannabis will be maintained in good working order and meet all applicable safety standards. This may include regular inspections and maintenance of the vehicle, as well as the use of specialized storage containers or boxes to secure the product during transport.

**Routes and schedules:** The transporter will have a clear plan for the routes and schedules they will follow to transport the product. This may include plans for contingency routes in case of unforeseen delays or disruptions.

**Communication:** The transporter will have a system in place for communicating with dispense centers and other relevant parties throughout the transportation process. This may include the use of two-way radios or other communication devices.

**Security:** The transporter will have measures in place to secure the product during transport, including the use of locks, alarms, and surveillance cameras. They should also have protocols in place to handle any security breaches or emergencies.

**Record-keeping:** The transporter will maintain detailed records of their transportation activities, including the routes taken, the product transported, and any incidents or deviations from the plan. These records may be subject to review by regulatory agencies.

**Compliance:** The transporter will ensure that they are in compliance with all applicable laws and regulations, including those related to the transportation of medical cannabis and the safety of the public.

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

Our information technology plan is as follows:

1. Use strong passwords: Use strong, unique passwords for all accounts and devices, and use a password manager to store them securely. Avoid using the same password for multiple accounts.
2. Enable two-factor authentication: Two-factor authentication adds an extra layer of security by requiring an additional form of verification, such as a code sent to your phone, when logging into an account.
3. Encrypt data: Encrypt sensitive data, such as patient records and financial information, to protect it from unauthorized access.
4. Use a secure connection: Use secure, encrypted connections (e.g., HTTPS) when transmitting sensitive data online, such as when accessing Alabama Medical Cannabis commission.
5. Regularly update software: Keep all software and systems up to date with the latest security patches and updates to help protect against potential vulnerabilities.
6. Limit access to data: Only grant access to sensitive data to employees who need it to perform their job duties and monitor access to data to detect any suspicious activity.
7. Conduct regular security assessments: Regularly assess your business's IT systems and data to identify potential vulnerabilities and take steps to mitigate them.
8. Have a security plan in place: Develop and implement a comprehensive security plan that outlines the steps your business will take to protect sensitive data and systems.

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



Here are some elements that might be included in a plan for the maintenance and storage of medical cannabis:

1. Storage conditions: Medical cannabis should be stored in a secure, cool, dry location with a consistent temperature. It should be kept out of reach of children and away from any sources of heat or moisture.
2. Handling procedures: Employees handling medical cannabis should follow proper hygiene and handling procedures, including washing their hands and using gloves when handling the product.
3. Inventory management: The business should have a system in place for tracking and managing inventory, including regularly conducting inventory checks and monitoring for any discrepancies.
4. Record-keeping: The business should maintain detailed records of all medical cannabis transactions and movements, including the source, destination, and quantity of the product. These records may be subject to review by regulatory agencies.
5. Quality control: The business should have procedures in place to ensure that all medical cannabis products are of high quality and free from contaminants. This may include testing products for potency and purity, as well as monitoring for any signs of degradation or spoilage.
6. Security: The business should have measures in place to secure the medical cannabis, including the use of locks, alarms, and surveillance cameras. They should also have protocols in place to handle any security breaches or emergencies.
7. Compliance: The business should ensure that they are in compliance with all applicable laws and regulations related to the storage and handling of medical cannabis.

The company will comply with all state rules and regulations regarding the maintenance and storage of cannabis and medical cannabis.

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

It is not appropriate or legal to plan or engage in any criminal activity, including in relation to the Alabama Medical Cannabis Commission or the regulation of medical cannabis in Alabama. Engaging in criminal activity can result in severe legal consequences, including imprisonment and fines.

The Alabama Medical Cannabis Commission is responsible for implementing and enforcing the state's medical cannabis program, which includes regulating the cultivation, processing, transportation, and dispensing of medical cannabis to patients with certain qualifying medical conditions. It is important for individuals and organizations involved in the medical cannabis industry to comply with all applicable laws and regulations, and to operate in a lawful and ethical manner.

The consequences of criminal activity for an employee depend on the specific nature of the crime and the laws of the jurisdiction in which it was committed. In general, criminal activity can result in serious legal consequences for the employee, including imprisonment and fines.

If an employee is convicted of a crime, they may face additional consequences from their employer, including termination of employment, loss of professional licenses or certifications, and damage to their reputation. These consequences can have a significant impact on the employee's future employment prospects and financial well-being.

It is important for employees to adhere to all laws and regulations and to act with integrity in the workplace. Engaging in criminal activity can not only have legal consequences, but it can also damage the reputation of the business and undermine the trust of customers and colleagues.

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

Our emergency procedures and disaster plan are as follows:

1. Emergency contacts: The business should have a list of emergency contacts, including local emergency services (e.g., police, fire department), as well as relevant regulatory agencies and insurance providers.
2. Evacuation procedures: The business should have a plan in place for evacuating the facility in the event of an emergency, such as a fire or natural disaster. This plan should include designated evacuation routes and assembly points.
3. Communication: The business should have a system in place for communicating with employees, patients, and other relevant parties in the event of an emergency. This may include the use of two-way radios, emergency alerts, or social media.
4. First aid and medical support: The business should have a plan in place for providing first aid and medical support to employees and patients in the event of an injury or illness. This may include having a designated first aid station and trained first responders on staff.
5. Business continuity: The business should have a plan in place to ensure the continuity of operations in the event of a disaster, such as a backup power supply, alternative transportation routes, and emergency supplies.
6. Data backup and recovery: The business should have a plan in place to protect and recover important data, such as patient records and financial information, in the event of a disaster. This may include regular backups and the use of cloud storage or other offsite data storage solutions.
7. Insurance: The business should have appropriate insurance coverage to protect against potential losses resulting from a disaster. It is important for businesses to regularly review and update their emergency procedures and disaster plans to ensure that they are prepared for any potential emergencies.

The company will comply with all state rules and regulations regarding emergency procedures for the cannabis and medical cannabis industry.

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

An alcohol smoke-free policy is a set of rules and guidelines that prohibit the use of alcohol and tobacco products on the premises of a business. The purpose of this policy is to create a safer and healthier work environment for employees and customers.

Here are some elements that might be included in an alcohol, smoke-free policy for a business:

1. Prohibition of alcohol and tobacco products: The policy should clearly state that the use of alcohol and tobacco products is prohibited on the premises of the business, including in the workplace, customer areas, and any company-owned vehicles.
  2. Consequences for violations: The policy should outline the consequences for employees who violate the policy, such as disciplinary action, up to and including termination of employment.
  3. Employee education: The policy should include provisions for educating employees about the dangers of alcohol and tobacco use and the importance of adhering to the policy.
  4. Support for employees: The policy should include provisions for supporting employees who wish to quit using alcohol or tobacco, such as providing access to resources and support programs.
  5. Compliance with laws: The policy should ensure that the business is in compliance with all applicable laws and regulations related to the use of alcohol and tobacco products in the workplace.
- Having an alcohol, smoke-free policy can help create a safer and healthier work environment, and can also improve the reputation of the business and its ability to attract and retain employees.

The company will comply with all state rules and regulations regarding an alcohol, smoke, and drug free workplace for the cannabis and medical cannabis industry.

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

Employee safety is a top priority for businesses, and it is important for businesses to ensure that they are in compliance with occupational safety and health guidelines set forth by the Occupational Safety and Health Administration (OSHA). OSHA is a federal agency that sets and enforces standards for workplace safety and health.

Here are some steps that a business can take to ensure employee safety and compliance with OSHA guidelines:

1. Conduct a hazard assessment: Identify potential hazards in the workplace and take steps to eliminate or mitigate them.

2. Develop a safety program: Implement a safety program that includes policies and procedures for addressing workplace hazards and promoting a safe work environment.
3. Provide training: Provide employees with the training they need to understand and follow safety procedures, including how to identify and report hazards.
4. Follow OSHA regulations: Ensure that the business is in compliance with all applicable OSHA regulations, including those related to safety equipment, hazardous materials, and emergency preparedness.
5. Keep accurate records: Maintain accurate records of workplace injuries, illnesses, and safety training to help identify trends and prevent future incidents.

By following these steps, businesses can help ensure the safety of their employees and protect themselves from potential legal liabilities.

The company will adhere to all OSHA rules and regulations.

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

Confidential information and cyber security are important considerations for businesses in the medical cannabis industry, as they handle sensitive information about patients and their medical conditions. Here are some elements that might be included in a confidentiality and cyber security plan for a medical cannabis business:

1. Data protection: The business should implement measures to protect sensitive data, such as patient records and financial information, from unauthorized access or disclosure. This may include the use of encryption, secure storage systems, and access controls.
2. Data backup and recovery: The business should have a plan in place to protect and recover important data in the event of a disaster or cyber attack. This may include regular backups and the use of cloud storage or other offsite data storage solutions.
3. Employee training: Employees should be trained on the importance of protecting sensitive data and the steps they should take to prevent data breaches. This may include training on the use of strong passwords, secure browsing practices, and the detection of phishing scams.

4. Cybersecurity measures: The business should implement cybersecurity measures to protect against cyber attacks, such as firewalls, antivirus software, and intrusion detection systems.

5. Policies and procedures: The business should have clear policies and procedures in place for the handling of confidential information and for responding to data breaches or cyber attacks.

By implementing these measures, a medical cannabis business can help protect the confidentiality of its patients' information and safeguard against cyber threats.

**11.8 – A plan for tracking and proper disposal of waste cannabis or medical cannabis, as necessary.**

Proper disposal of medical cannabis is important for ensuring the safety of the public and the environment, and it is typically regulated by state and local laws. Here are some elements that might be included in a plan for the proper disposal of medical cannabis:

1. Compliance with laws: The business should ensure that it is in compliance with all applicable laws and regulations related to the disposal of medical cannabis, including any state or local laws governing the disposal of controlled substances.

2. Safe disposal methods: The business should use safe and environmentally friendly methods for disposing of medical cannabis, such as returning unused products to the manufacturer or destroying them in a manner that renders them unusable.

3. Record-keeping: The business should maintain detailed records of all medical cannabis disposal activities, including the method of disposal and the quantity of product disposed of. These records may be subject to review by regulatory agencies.

4. Training: Employees should be trained on the proper procedures for disposing of medical cannabis, including the handling and storage of the product prior to disposal.

By following these guidelines, a business can help ensure that medical cannabis is disposed of safely and responsibly, and that the business is in compliance with applicable laws and regulations.

**11.9 – Security Plan. Provide at Exhibit 20**

A security plan for a medical cannabis business is a set of guidelines and procedures that are put in place to protect the business, its employees, and its customers from potential threats. Here are some elements that might be included in a security plan for a medical cannabis business:

1. Access control: The business should implement measures to control access to the facility and to secure areas within the facility, such as the use of security cameras, keycard access systems, and alarms.
2. Security personnel: The business may hire security personnel to monitor the facility and respond to any security breaches or emergencies.
3. Emergency response: The business should have a plan in place for responding to emergencies, including protocols for evacuating the facility, contacting emergency services, and providing first aid.
4. Training: Employees should receive training on security procedures, including how to identify and report potential security threats.
5. Security assessments: The business should regularly assess its security systems and procedures to identify any potential vulnerabilities and take steps to mitigate them.
6. Record-keeping: The business should maintain detailed records of all security incidents and breaches, as well as any security upgrades or improvements made to the facility.

By implementing a comprehensive security plan, a medical cannabis business can help ensure the safety of its employees, customers, and products.

A security plan for a secure transporter of medical cannabis is a set of guidelines and procedures that are put in place to protect the transporter, its employees, and the medical cannabis being transported. Here are some elements that might be included in a security plan for a secure transporter:

1. Vehicle security: The transporter should have measures in place to secure the vehicles used for transportation, such as lockable storage containers, surveillance cameras, and alarms.
2. Employee training: Employees should receive training on security procedures, including how to identify and report potential security threats and handle emergency situations.
3. Route planning: The transporter should have a plan in place for the routes they will take to transport the medical cannabis, including contingency routes in case of unforeseen delays or disruptions.

4. Communication: The transporter should have a system in place for communicating with dispense centers and other relevant parties throughout the transportation process, such as the use of two-way radios or other communication devices.

5. Record-keeping: The transporter should maintain detailed records of their transportation activities, including the routes taken, the medical cannabis transported, and any incidents or deviations from the plan.

6. Compliance: The transporter should ensure that they are in compliance with all applicable laws and regulations related to the transportation of medical cannabis and the safety of the public.

By following a comprehensive security plan, a secure transporter can help ensure the safety of its employees and the medical cannabis being transported.



# Exhibit 12 – 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.

Mohsin Seelar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/27/22

Signature of Verifying Individual

Verification Date



# Global Security Group Inc.

# EMPLOYEE HANDBOOK

1110 Montlimar Dr. Suite 580 Mobile AL, 36609  
833-BUZZ-GSG (833-289-9474)  
hr@gsg-inc.com  
www.globalsecuritygroup.org  
Effective Date: October 1, 2019  
Revision Date: September 30, 2022

# WELCOME

On behalf of me and your fellow employees, we extend to you a sincere welcome to Global Security Group!

As an employee, you are the most important part of our Company. Without you and your dedication, Global Security Group would not exist. Each employee, directly or indirectly, helps us meet our mission for our Clients, their Customers, Visitors, and Vendors.

We understand that our clients choose a service provider not for one specific reason, but for a host of reasons. They include staff courtesy, geographic location, variety of services provided, latest technology, cost, and positive recommendations from fellow business owners.

It is important to excel in all these areas. We believe that we will excel if our employees are aware of our goal to improve our client's overall satisfaction. As a result of positive interaction and a pleasant employment environment, we will be able to meet our goal.

Being employed within our Company is an opportunity as well as a great responsibility. How well you carry out your duties vitally affects the quality of services we deliver. Take great pride in your employment, realizing that your performance and service to our Client, their Customers, Visitors, and Vendors contribute to our fine reputation as a provider of excellent services.

We are pleased to have you as an employee and anticipate that you will soon enjoy absolute satisfaction and a sense of accomplishment from your employment.

Sincerely,  
**Mike Seehar**  
**President/COO**  
**Global Security Group, Inc.**

As an employee of the Company, you need to be familiar with our Standard Operating Guidelines, Procedures, and Requirements. This Employee Handbook provides an overview of Company Information. Please use this Employee Handbook as a reference guide during your employment with the Company.

You should know that this Employee Handbook does not constitute a contract or establish any legal rights between the Company and its employees. All employees are employed at will. This means that either you or the Company may end the employment relationship at any time. Nothing in this Employee Handbook is intended to or should be interpreted to limit this right. No Company Representative, other than the President/CEO, has the authority to modify this at-will employment relationship for any employee and any modification must be in writing and signed by the President/CEO of the Company.

The Company reserves the right to amend, alter, change, or modify any information contained in this Employee Handbook if it is determined to be in the best interest of the Company.

We believe that the interest of all who are part of the Company will be best served by maintaining direct working relationships, a belief that we are at our best when working together with our clients, fellow employees, and with everyone for whom we come in contact.

We prefer that all employees in the Company interact with each other on a direct personal basis. We understand that each employee is unique and deserves to be treated as an individual.

We are committed to treating all employees fairly and to providing competitive pay and benefits. We welcome suggestions and are dedicated to resolving complaints promptly and fairly. We expect all Supervisors to work to maintain good employee relations and to establish an environment where open communication occurs, and employees view union representation as unnecessary.

Please feel free to talk to your Immediate Supervisor if you ever have any questions about this subject

To meet the Company's responsibilities in providing quality services, Attendance and Punctuality are essential. Suppose for any reason you cannot report for duty. In that case, you are responsible for calling your Immediate Supervisor at least 04 hours before your scheduled starting time so other staffing arrangements can be made.

Below is a more detailed explanation:

1. You are considered absent if you are not present for duty as scheduled, regardless of the reason. If a pattern of frequent absences has been established, more than 02 days in 06 months, your Immediate Supervisor will counsel you and you will be subject to a Verbal Warning. If the pattern continues, you will be subject to a Written Warning and continued Disciplinary Action.

If you are absent for 03 consecutive working days without contacting your Immediate Supervisor, the Company will consider you to have resigned from your position, unless you cannot contact the Company for reasons beyond your control.

2. You are considered late if you do not report for duty at the scheduled time. If you expect to be late, you should contact your Immediate Supervisor ahead of time. If you do not call in; you must report your tardiness as soon as possible after you arrive for duty. If a pattern of frequent tardiness develops; you will be subject to Verbal and Written Warnings and continued Disciplinary Action.

3. Because the Company continues to function during bad weather, you are expected to make every effort to report for duty regardless of the weather conditions. In severe weather conditions, you may be asked to stay on task for an extra shift during emergency staffing conditions.

The following six principles constitute the basis of the Company's Code of Conduct. Under no circumstances will the Company tolerate any retaliation against an employee for good faith reporting of a suspected violation of these six principles.

### 1. Legal Compliance

The Company is committed to conducting all of its activities in compliance with applicable laws and regulations. These laws pertain to such areas as security and privacy of Client Information, Employment Discrimination, Self-Referral Prohibitions, Fraud, Abuse, False Claims, Lobbying, Political Activity, Environmental, Anti-Trust, and Tax.

### 2. Business Practices

The Company is committed to the highest standards of business ethics and integrity. Employees must represent our Company and its Clients accurately, and honestly, and must not engage in any activity intended to defraud anyone of money, property, or services. Employees must act in good faith and the best interest of the Company and its Clients.

### 3. Confidentiality

Employees must maintain the Confidentiality of Company and Client Information and protect Confidential and Proprietary Information about Company Employees and the Clients we serve.

## 1. Conflicts of Interest

Employees must not use their positions to profit personally or to assist others in profiting in any way at the expense of the Company. Each employee is expected to conduct their activities and their relationships with others to avoid actual or perceived Conflicts of Interest. If they have conflicts, employees must fully disclose them to their Immediate Supervisor.

## 2. Business Relationships

Business transactions with suppliers, contractors, vendors, and other third parties must be at arm's length. Business dealings must be free from offers or solicitations of gifts or favors that may constitute improper inducements or that give the appearance of impropriety. All conduct by employees must be in the best interest of the Company and its Clients.

## 3. Protection of Assets

Employees must take all reasonable steps to preserve and protect the Company and its Client's Assets by making prudent and effective use of the Company and its Client's Resources and Property.

To report a suspected breach of the Company's Code of Conduct, employees may contact their Immediate Supervisor.

## **Personal Conduct**

The Company requires you to adhere to the following:

- If you need to leave your assigned post, you must inform your Immediate Supervisor, unless a specific duty requires your absence.
- Company or Client Mail Service, Copy Machines, Telephones, E-Mail, Web Access, Supplies, and Equipment are not to be employed for personal use.
- When answering the telephone, please answer promptly, within two or three rings, identify yourself, and speak courteously. Example: ABC Corporation Security, Officer Smith speaking, how may I help you?
- If you wish to make personal calls, please use your cellular phone or pay phone. Also, any calls you receive while on duty shall be related to Company or Client Business. Please discourage friends and relatives from calling while you are on duty unless it is an emergency.
- You are entitled to a paid 30-minute break during a typical 08-hour workday. If you work less than 08 hours then you are entitled to a paid 15-minute break unless otherwise dictated by the Client/Company Service Agreement. If you have any questions, please feel free to consult your Immediate Supervisor.

- You are not to endorse products or services other than those of the Company. If you receive a request to endorse another private security company's products or services, please refer the request to your Immediate Supervisor.
- You are not to use your position with the Company to gain any information, item, or benefit that would not otherwise be yours. In addition, if you are involved in other employment or consulting, you may not use information or procedures that present a Conflict of Interest or interfere with your duties.
- You are to be familiar with and comply with the Company's Code of Conduct.

### **Non-Disclosure of Information**

As an employee of the Company, you are required to respect the privacy and information of all Company, Client, Client Customer, Visitor, and/or Vendor. Information regarding the above is strictly confidential and may be discussed only with those on a need-to-know basis. No employee may release any information to any Member of the Press. Please refer Members of the Press to the Designated Individual at your Client Site Location. Contact your Immediate Supervisor if you do not know who the Designated Individual is at your Client Site Location.

If you access without authorization or share confidential Company, Client, Client Customer, Visitor, and/or Vendor Information with anyone without a need-to-know-basis, or if you otherwise violate the terms of the Company or Client's Non-Disclosure of Information Procedures, you may be subject to Disciplinary Action, including Termination from the Company.

### **Employee Files and Privacy**

Employee Files will be kept and maintained by all employees. You may review your Employee File by scheduling an appointment with the Employee Relations Department. Subject to certain limitations, you may also request copies of your Employee File at no charge as an employee. Former employees may request copies of their Employee Files for a \$20.00 fee.

If you disagree with something in your Employee File, you may submit a Written Statement explaining your position to be added to your Employee File. Any Employee Health Information is maintained separately from your Employee File and is treated as confidential. If you have any questions or concerns about your Employee File or Employee Health Information, please contact your Immediate Supervisor.

Certain Company Standard Operating Guidelines, including those related to Employee Benefits and Pay include references to the Classification of Employees. For these Standard Operating Guidelines, the following definitions apply to individuals employed on the Company's Payroll:

- **Full-Time Employee**: You are a Full-Time Hourly-Paid Employee if you are selected to fill a position and are regularly scheduled on duty for an average of 40 hours or more per week. In addition, you are expected to be on duty for 12 months a year, excluding eligible-paid vacation.
- **Part-Time Employee**: You are a Part-Time Hourly-Paid Employee if you are selected to fill a position and are regularly scheduled on duty for an average of fewer than 40 hours per week. In addition, you are expected to be on duty for 12 months a year.

### **Employment Applications**

The Company relies upon the accuracy of the information contained in the Employment Application, as well as the accuracy of other data presented throughout the selection process and employment. Any misrepresentation, falsification, or material omission, in any of this information or data, may result in the exclusion of the individual from further consideration for employment, or if the person has been selected, Termination of employment.

### **Immigration Law Compliance**

The Company is committed to selecting only United States Citizens and Aliens who are authorized to work in the United States; however, the Company does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9 Form) and present documentation establishing identity and employment eligibility. Former employees who are reselected must also complete the form if they have not completed an I-9 Form with the Company within the past three years, or if their previous I-9 Form is no longer retained or valid.

Employees with questions or seeking more information on Immigration Laws are encouraged to contact the Employee Relations Department or INS. Employees may raise questions or complaints about Immigration Law Compliance without fear of reprisal.

### **Background Verification Checks**

To ensure applicants selected by the Company are well qualified and have a strong potential to be productive and successful, the Company shall conduct a Criminal History, Past and Previous Employment, and Personal Reference Check on all applicants.

The Employee Relations Department will respond to reference checks in a timely manner. The department will respond only to those reference check inquiries that are submitted in writing with a self-addressed, pre-stamped envelope.



Responses to such inquiries will confirm only the dates of employment. Faxed or telephone Employee Verification Requests are prohibited. Employee Verification Requests without a Written Authorization and Release signed by the individual who is the subject of the inquiry shall be denied.

### **Licensing and Certification**

If you are selected for a position requiring current Licensing and Certification, you must submit copies of such Licensing and Certification at the time of your application. If you are employed in a position that requires Licensing and Certification, you are required to have an up-to-date License or Certificate on file at all times.

Licensing and Certification will be verified at the time of your application. Your Immediate Supervisor will be responsible for sending updated copies of your Licensing and Certification are to be placed in your Employee File on an ongoing basis.

### **Probationary Period**

All newly selected Full and Part-Time Hourly-Paid Employees will be placed on a 90-Day Probationary Period. The Immediate Supervisor at their discretion may extend the Probationary Period if it is deemed to be in the best interest of the Company. Any employee may be terminated without notice or recourse while on their Probationary Period.

### **Selection of Relatives**

Any of your relatives are eligible for employment with the Company. However, relatives will not be assigned to the same Client Site Location and relatives may not supervise one another. For information purposes, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are married.

### **Other Employment**

Employees may hold Other Employment as long as they meet the performance standards of their position with the Company. All employees will be evaluated by the same performance standards and will be subject to the Company's Scheduling Demands, regardless of any existing outside employment requirements.

If the Company determines that an employee's Other Employment interferes with performance or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to resign from the Other Employment if they choose to remain employed with the Company.

Employment with any competing or similar security agencies or companies constitutes a Conflict of Interest. Employees may not receive any income or material gain from sources outside the Company for services rendered while performing their duties for the Company.

## **Posting of Open Positions**

Posting Open Positions is a way of informing employees and potential applicants of available positions within the Company. All available Open Positions shall be posted at each Client Site Location regularly.

This shall allow employees an opportunity to request a transfer to another Client Site Location. Employees interested in requesting a transfer must submit a Written Letter of Request to their Immediate Supervisor. Request Letters shall be reviewed. Current employees of the Company shall be considered first for any available Open Positions.

## **Transfer Requests**

If you have at least 90 Days of Service in a position and are not involved in any Disciplinary Action, you may request a transfer to an Open Position at another Client Site Location. The following procedures shall be followed concerning Employee Transfer Requests:

- The employee requesting the transfer shall submit a Transfer Request in writing and turn it in to their Immediate Supervisor. If you have any questions, contact your Immediate Supervisor.
- Your Immediate Supervisor will contact you and arrange an interview with the Immediate Supervisor of the Client Site Location with the Open Position. If you are selected your transfer will be arranged.
- As in all situations, references will be checked, which shall include your Immediate Supervisor and Employee File.
- Before transferring to a new position, you will be required to complete any necessary Training or Certification Courses about the new Client Site Location.

## **Staff Reduction**

When Company Business necessitates Staff Reduction, it's important to have a plan in place. Staff Reduction Procedures apply to all employees with 90 days or more of service who are released for Company Business Reasons, such as the loss of a Client Site Location, Reduced Coverage, or Reorganization.

If the Company must reduce staff, employees ordinarily will be released in order of seniority. The remaining employees will be released, considering performance, skills, experience, training, and years of service. If you're the position is eliminated you may be reassigned to another Client Site Location rather than be released.

Those employees released due to Staff Reductions will be given Priority Interviewing Status, in order of seniority if a position(s) become available.

If you are released under this Standard Operating Guideline:

- Your Life and Accidental Death/Dismemberment Insurance, if applicable, terminate on your last day of employment.
- You may be eligible to continue Medical and Dental coverage under COBRA. See your Medical and Dental Summary Plan Descriptions for more information.
- Employee Pay Grades may be increased or decreased, depending on if Company Business necessitates this action for those employees that accept a new Client Site Location.

The Company Reserves the Right to Amend, Modify, or Terminate Any Part of these Procedures.

### **Call Off Procedures**

It is the employee's full responsibility to report for duty for their scheduled shift. Employees must contact their Immediate Supervisor at least 04 hours before their scheduled shift if they are unable to report for duty. Employees will not receive paid time off.

### **No Call/No Show**

In the event an employee does not call off and does not report for duty for a scheduled shift, that employee will be considered a No Call/No Show. It is the employee's full responsibility to report for duty for their scheduled shift. Any schedule changes must be in writing using a Shift Change Request Form signed by the employee(s) and with the approval of their Immediate Supervisor.

If personal issues disable the employee from reporting for duty, the employee must contact their Immediate Supervisor at least 04 hours before the beginning of their scheduled shift. Failure to follow these procedures will lead to Disciplinary Action.

### **Post and Employment Abandonment**

It is the employee's full responsibility to complete their scheduled shift. If a personal emergency occurs and the employee must attend to personal issues, they must remain on-post and contact their Immediate Supervisor for Early Dismissal Instructions. Employees who leave their post, for any length of time, and return, will be considered to have abandoned their post. Employees who leave their posts and never return will be considered to have abandoned employment. Failure to follow these procedures will lead to Disciplinary Action.

### **Termination and Separation Process**

If you plan to resign from your position with the Company, you must notify your Immediate Supervisor by writing a Letter of Resignation. If you are Involuntarily Terminated from the Company, your Immediate Supervisor will complete a Discharge Request Form.

When you leave your position in the Company for any reason, you are requested to be "Cleared". This process shall include:

- Receiving Benefits Information and Clearance.
- Returning all Company and/or Client Owned Property.

Exit Interviews shall be conducted by the Employee Relations Department.

We see your Health and Wellness as a priority. In this section, we will cover Wellness Programs and Procedures.

### **Drug and Alcohol Screening**

Our Company is committed to providing a safe, efficient, and productive environment for all employees. Using or being under the influence of drugs or alcohol on duty may pose serious safety and health risks. As a condition of employment and to help ensure a safe and healthy employment environment, employees may be asked to provide body substance samples such as urine, blood, hair, saliva, breath, etc. to determine the illicit or illegal use of drugs and alcohol.

Drug and Alcohol Screening Requirements can be from random selection, employment-related injuries, or any specific incident. Refusal to submit to Drug and Alcohol Screening may result in Disciplinary Action up to and including Termination from the Company.

If you have any questions regarding the Company's Drug and Alcohol Screening Procedures, please contact the Employee Relations Department.

### **Physical Examinations and Medications**

If you have a medical concern, please notify the Employee Relations Department. Certain Client Site Locations may require periodic Physical Examinations and/or Tests, such as Hearing Tests. You will be notified at the time of your application if these apply to you.

An employee undergoing prescribed medical treatment with a prescription drug, who has been advised by a Licensed Health Care Provider and/or Pharmacist or has knowledge that such a drug may adversely affect their ability to perform assigned duties safely and effectively, must report this information to their Immediate Supervisor who will determine if the employee's duties could be affected. Employees taking prescription drugs must keep those medications in the containers in which they were originally dispensed by the Licensed Health Care Provider and/or Pharmacist.

### **Drug and Alcohol-Free Environment**

Our Company is dedicated to providing the highest quality services and maintaining an efficient, safe, and legal environment. Our Drug and Alcohol-Free

The environment is an important part of meeting these goals by keeping our an environment free of illegal drugs and alcohol abuse.

Employees are required to be drug and alcohol-free while on duty. While on duty, employees are prohibited from possessing, using, or distributing drugs, having a prohibited amount of drugs in their bodies, or being under the influence of alcohol.

Employees are allowed to possess, use, or be under the influence of prescription drugs, so as long as the Immediate Supervisor is made aware, and they do not interfere with your abilities to carry out your duties.

If you are suspected of violating these procedures, you will be required to submit to a drug and alcohol test while employed with the Company. If you do not cooperate or if you tamper with test results, you will be subject to Disciplinary Action, which may include Termination from the Company.

### **Employee Accidents and Injuries On-Duty**

If you have an accident or are injured on duty, you must report it as soon as possible to your Immediate Supervisor for examination, possible treatment, and documentation of the incident, no matter how minor the incident may be. If your injury is determined to be employment-related, the cost for your treatment at the emergency room and any follow-up treatment will be paid by the Company.

If you are unable to perform your duties as a result of an employment-related accident, you are required to keep your Immediate Supervisor informed of your recovery progress. When you can return to duty, you must submit a Written Release from your Physician to your Immediate Supervisor. If approved, you may be allowed to return to duty.

Failure to comply with these procedures may result in Disciplinary Action up to and including, Termination from the Company.

### **Modified Duty**

If you become unable to perform your regular duties due to physical restrictions caused by an employment-related injury or illness, you may be eligible for Modified Duty. Your Physician and Immediate Supervisor will determine if you are eligible for Modified Duty as well as the type and duration of the Modified Duty.

If your Immediate Supervisor cannot find an appropriate Modified Duty position for you, you must be willing to take an appropriate position at another Client Site Location, if available. You will receive your pay as if you were in your original position. While you are on Modified Duty your Immediate Supervisor will review your health situation from time to time.

Modified Duty for non-employment-related situations is granted at the discretion of your Immediate Supervisor. You must receive clearance to return to duty from your Physician before returning to duty from Modified Duty. When you return to duty after your Modified Duty Period, you'll return to your position or a position of similar responsibilities.

### **Exposure to Blood or Body Fluids**

If you are exposed to Blood or Body Fluids while on duty, you must contact your Immediate Supervisor as soon as possible for examination, possible treatment, and documentation of the incident, no matter how minor the incident may be.

Exposure to Blood and Body Fluids includes, but is not limited to the following:

- Being Stuck with a Used Needle.
- Contact with Mucous Membranes, such as the Eyes or Mouth, by Blood or Body Fluids.
- Human Bites.
- Contact of Non-Intact Skin or a Cut or Wound with Blood or Body Fluids.

### **Safety and Accident Prevention**

One of the many Company goals is to provide a safe environment for all employees. To reach this goal, we ask you to strive toward the prevention of accidents and to report all unsafe conditions and accidents to your Immediate Supervisor.

### **Illness on Duty**

If you become ill on duty, you should notify your Immediate Supervisor as soon as possible. If your illness requires treatment on a non-emergency basis, you should contact your Physician.

### **Return to Duty Clearances**

If you are absent from duty for 05 or more scheduled days as the result of an illness, injury, surgery, or communicable disease, you are required to bring a Written Release from your Physician that documents the diagnosis and any duty or activity restrictions.

If you begin using an eye patch, cast, splint, brace, or any orthopedic device, you must have a Written Release from your Physician and you may be approved for Modified Duty, which shall be at the discretion of your Immediate Supervisor.

## Smoke-Free Environment

Our Company supports a Smoke-Free Environment. Employees are prohibited from smoking inside the Company Office or any Non-Designated Smoking Area at Client Site Locations including, but not limited to the following:

- Company or Client Offices.
- Access/Egress Booths.
- Information Desks or Lobbies.
- Company or Client Owned Patrol Vehicles.

Employees are only permitted to smoke in Pre-Approved Designated Smoking Areas. Employees should make every attempt to limit their smoking while on duty, this does not include approved break periods in Pre-Approved Designated Smoking Areas.

This section explains Employee Compensation for all employees on the Company's Payroll.

## Salary Administration

Our Company has developed a Compensation Program to ensure that salaries for all positions are competitive and are administered fairly throughout the Company. As part of this program, employment descriptions are regularly reviewed and updated to ensure they are accurate. Salary ranges for positions are also reviewed regularly to ensure they are fair and competitive and that they reflect any changes in the industry or the economy in general.

## Pay Practices

In certain situations, you may be eligible for payment in addition to your Base Hourly Wage. These situations include:

- **Overtime Pay:** If you are a Full or Part-Time Hourly-Paid Employee and you are requested or required to perform overtime, you will be paid time and one-half for hours performed more than 40 hours per week. You must have permission from your Immediate Supervisor before working overtime.
- **Shift and/or Weekend Differential Pay:** Full and Part-Time Hourly-Paid Employees may be eligible for Shift and/or Weekend Differential Pay at certain Client Site Locations. The Company does not provide such pay to its employees; this is on an individual Client Site Location basis. Contact your Immediate Supervisor if you have any questions.

## **Time and Attendance**

Employees are required to sign in/out the hours worked per shift on an Employee Time Sheet at each Client Site Location. Certain Client Site Locations may also utilize their Time Sheets, Time Clocks, or other Record Keeping Systems. Employees are expected to follow any Time Recording Procedures at their Client Site Locations. Contact your Immediate Supervisor if you have any questions.

If an employee fails to record their attendance times, the employee must inform their Immediate Supervisor on the day the error occurs. If an employee is to be paid Benefit Time, such as Vacation, the employee must inform their Immediate Supervisor for proper documentation and approval. Recording time for another employee or falsifying time records are reasons for Termination.

## **Paycheck Distribution**

The pay period is weekly, beginning on Monday and ending at midnight on Sunday. Paychecks are generally distributed every Friday following the end of the pay period unless that day is a Recognized Federal Bank Holiday, then payday will be the following business day. Employees can pick up their paychecks (if a direct deposit hasn't been set up) at their Client Site Location after 1200 hours.

## **Paycheck Advances**

The Company does not provide Paycheck Advances on earned or unearned wages to employees.

## **Paycheck Shortages**

If an employee's paycheck is incorrect due to an error on the part of the Company, that employee's paycheck shall be corrected within 48 hours, excluding weekends and holidays. If an employee's paycheck is incorrect due to an error on the part of the employee, that employee's paycheck shall be corrected and paid on the following payday.

## **Payroll Deductions**

As required by law, Federal, State, and Local Payroll Taxes are deducted from employee paychecks. With Written Authorization, Court Order, or Law other deductions may be taken from an employee's paycheck.

## **Garnishments and Child Support**

When State Law dictates, the Company is required to honor all Legal Wage Demands and/or Child Support Orders received.



## **Termination Paychecks**

Paychecks for Terminated Employees will be disbursed according to State Law. Please contact the Employee Relations Department if you have any questions.

Employee Benefits are an important part of your Total Compensation. Here is an overview of Company Benefits.

## **Paid Vacation**

All Full-Time Hourly Paid Employees are entitled to Paid Vacation if scheduled at least 40 hours per week. If you are on an Unpaid Leave of Absence, you will not earn Paid Vacation during the leave. The amount of Paid Vacation you earn depends on your years of service.

1. One year equals one week (40 hours).
2. Two years equals two weeks (80 hours).
3. Five years or more equals three weeks (120 hours).

You must inform your Immediate Supervisor at least 30 calendar days before if you wish to take Paid Vacation. Approval is at the discretion of your Immediate Supervisor or where duty requirements permit. Paid Vacation does not roll over into the next year. Paid Vacation must be used within the same 12-month period.

## **Funeral Leave**

In the event of a death in the immediate family of a Full or Part-Time Hourly Paid Employee, the Company, upon the employee's request to their Immediate Supervisor, will excuse the employee up to 03 days unpaid of their consecutive regularly scheduled duties. Proof of the funeral and/or attendance at the funeral is required.

Immediate family includes relatives by blood, marriage, or adoption of the employee or the employee's spouse and includes legal spouse, children, stepchildren, adopted children, mother, mother-in-law, stepmother, father, father-in-law, stepfather, sisters, sisters-in-law, stepsisters, brothers, brothers-in-law, stepbrothers, grandparents, or grandchildren.

## **Jury Duty**

If you are summoned for Jury Duty, you should immediately give a copy of your subpoena to your Immediate Supervisor so alternate shift coverage can be arranged. The Company will not intervene to have employees excused from Jury Duty unless an employee's absence from duty would cause severe hardship on the Company's Operations.

## **Paid Holidays**

Certain Client Site Locations may include Paid Holidays. This is on a specific Client Site Location basis. If you have any questions, please contact your Immediate Supervisor.

## **Family and Medical Leaves**

To help you balance your employment duties and family life, the Company offers Unpaid Family and Medical Leaves for significant Family or Health Reasons. This is intended to comply with the Family and Medical Leave Act of 1993 (FMLA). You're eligible for an Unpaid Family or Medical Leave if you have completed 12 months of employment before you request a leave.

Family and Medical Leaves of up to 12 weeks total during a calendar year are available for four reasons:

1. Birth of your Child and caring for the Child immediately after birth.
2. Placement of a Child in your home for Adoption or Foster Care.
3. When needed to care for your Dependent Child, Spouse, or Parent with a Serious Health Condition.
4. Your own Serious Health Condition, if the condition whether or not duty related prevents you from performing the essential functions of your duties.

For purposes of this Employee Handbook, a Serious Health Condition is an Illness, Injury, Impairment, or Physical or Mental Condition that involves Inpatient Care in a Hospital, Hospice, Residential Medical Facility, or involves Continuing Treatment by a Health Care Provider. The condition must involve absence from Duty, School, or Other Daily Activities for more than 03 days, or Continuing Treatment by a Health Care Provider for a Chronic or Long-Term Condition.

You may take your Family or Medical Leave:

1. In One 12-Week Period.
2. In Two or More Leaves Totaling 12-Work Weeks.
3. Intermittently in the case of a Family or Personal Medical Leave, when Medically Necessary, up to a total of 12 weeks.
4. As part of a Reduced Duty Schedule in the case of a Family or Personal Medical Leave, when Medically Necessary, up to a total of 12 weeks.

If you request an Intermittent or Reduced Schedule Leave, you're asked to schedule your leave carefully, so you do not disrupt Company Operations.

Contact your Immediate Supervisor; if you need more than 12 weeks of Leave, you may be eligible to take Extended Leave Time under a Leave of Absence.

To request a Family or Medical Leave, complete and submit an Employee Request Form. If the need for a leave is predictable, such as the Birth of a Child, you must complete the Employee Request Form at least 30 days in advance.

You also must provide documentation to show that your leave qualifies under the FMLA. If necessary, the Company may pay for a second opinion for Medical Leaves. While you're on leave, you are required to report every 30 days to the Employee Relations Department and inform them of your status and intention to return to duty.

Here's what happens to your Benefits while you're on Family or Medical Leave:

- As part of your Family or Medical Leave, you are required to use any Paid Vacation for leave purposes before your Unpaid Leave begins. Please keep in mind, however, that the total of your time off cannot be more than 12 weeks during a Calendar Year. For example, if you have two weeks of Paid Vacation and request leave, you're eligible for only 10 weeks of Unpaid Family or Medical Leave.
- You will continue to be covered under the Health, Dental, Life Insurance, and Accidental Death/Dismemberment Insurance Plans, if applicable as if you were actively on duty. Coverage continues as long as you continue to pay your share of the cost of coverage. Coverage ends when you inform the Company you do not intend to return to duty. Please check with the Employee Relations Department to set up a payment plan while out on leave.
- If you took a Personal Medical Leave, you must pass a Fitness-For-Duty Medical Examination and submit your Personal Physician's Letter stating you may return to duty.
- When you return from a Family or Medical Leave, you'll normally return to your former position, or an equivalent position, with any General Pay Increases, Full Merit Increases, and Benefit Enhancements made during your leave as long as you return to duty before exhausting your 12-Week FMLA Leave Entitlement.

### **Leaves of Absence**

All Full-Time Hourly Employees may take authorized, Unpaid Time Off for Health or Personal Reasons as long as they are regularly scheduled 40 or more hours per week.

To request a Leave of Absence, contact your Immediate Supervisor. Leaves may be approved based on the reason for the leave and duty demands at the Client Site Location.

There are several types of Leaves of Absence:

**1. Illness Leave:** If you are not covered by FMLA, you may still be eligible for Illness Leave. You are eligible to apply for an Unpaid Illness Leave of Absence if you are regularly scheduled for 40 or more hours per week and have completed 12 months of continuous service.

To request an Illness Leave, you must complete an Employee Request Form and submit it to your Immediate Supervisor at least 30 calendar days in advance, if possible.

If your Immediate Supervisor approves your Illness Leave Request, it will be sent to the Employee Relations Department for final approval based on documentation provided by your Physician. This documentation must include an explanation of your illness and the estimated time of absence.

You also may be asked to have an examination by another Licensed Physician selected by the Company.

The maximum length of leave approved for an illness is 06 months.

**2. Personal Leave:** If you are a Full-Time Hourly Paid Employee regularly scheduled 40 or more hours per week and have completed 12 months of continuous service, you may be eligible to request a Personal Leave of Absence.

To request a Personal Leave, you must complete an Employee Request Form and submit it to your Immediate Supervisor at least 30 days in advance, if possible.

**3. Military Leave:** Leave of absence for required Military Reserve Duty will be granted to any Full or Part-Time Hourly Paid Employee. To request a Military Leave, complete an Employee Request Form, attach your Military Orders showing the length of service, and submit it to your Immediate Supervisor.

While you are on a Leave of Absence, the Company normally will hold your position open for at least 06 weeks unless you've already exhausted this time previously under FMLA or other Leave of Absence Time. After 06 weeks, or if a Staff Reduction or Restructuring occurs, re-installment will be dependent on your assignment to an available open position for which you are qualified.

The Company recognizes the importance of training and encourages every employee to participate, whenever possible, in elective Training Programs.

### **Company Training Programs**

Our Company believes training is and has always been the best form of protection. Employees who feel confident in their abilities to carry out their assignments lead to lower turnover, higher morale, and increased effectiveness. Applicants receive our Company Training Programs regardless

if they already possess the same and/or similar Training Programs from another employer and/or training school.

This enables us to maintain consistency in our Training Programs and creates a team-oriented atmosphere by having our employees train and practice together. Each applicant must complete our Free, Un-Paid, Professional Development Series before being placed at any Client Site Location.

Clients may also request employees to participate in Specialized Training Programs at specific Client Site Locations. These Specialized Training Programs shall be Free to employees and paid. These additional Client requested Specialized Training Programs shall be at the expense of the Client. The Employee Relations Department should have informed you of which Training Programs are mandatory for your Client Site Location at the time of your interview.

After completion of these Training Programs, employees will receive Paid On-Site Training for as many hours as specified in the Client/Company Service Agreement. This Paid On-Site Training shall also apply to employees who transfer to another Client Site Location.

Please be aware that certain Training Programs may require Re-Certification on an Annual or Bi-Annual Basis. This is to ensure all employees are up to date and current with industry standards and techniques. If you have any questions, please contact your Immediate Supervisor.

This section outlines the Company's stance on Equal Employment, Employee Harassment, Performance Management, and the Process for Resolving Complaints.

### **Equal Opportunity Employer**

Our Company is an Equal Opportunity Employer and is committed to fair employment practices in all aspects of selection and ongoing employment. Employment and selection practice decisions will be made without regard to race, color, religion, gender, sexual orientation, disability, age, national origin, ancestry, citizenship, marital status, military service, or unfavorable military discharge.

If you have any questions about our Equal Opportunity Employer Practices, please contact the Employee Relations Department. If you feel that you are being subject to discrimination, you should report it to your Immediate Supervisor.

### **Learning Culture**

It is the goal of the Company to promote and foster an environment where safety is a priority. An important part of safety is developing a Learning Culture, where errors are reported so that they can be assessed and analyzed and lessons learned from those errors are communicated throughout the Company.

A Learning Culture is fostered through open and accurate reporting of errors. Employees reporting errors should know that they will be treated with fairness, and confidentially, and their insights on what led to the error will be respected and valued.

If it becomes clear that the root cause for a pattern of errors is employee competency, every reasonable effort will be made to ensure employees can reliably deliver safe services. If it appears that an employee cannot practice in a reliably safe manner, despite counseling and education, then the concern will be addressed through appropriate Company Procedures.

### **Harassment**

Employee Harassment based on race, color, religion, gender, sexual orientation, disability, age, national origin, ancestry, citizenship, marital status, military service, or unfavorable military discharge will not be tolerated in any form. There are three basic criteria you should use in determining whether an action is considered Employee Harassment:

1. If submitting to the harassment is either an explicit or implicit condition of employment.
2. If accepting or rejecting harassment is used as a basis for an employment decision affecting the employee being harassed.
3. If the action is intended to or does harass, disrupt, or interfere with an employee's duty performance or creates an intimidating, hostile, or offensive employment environment.

Examples of harassment include, but are not limited to the following:

1. Gestures or physical actions of a sexual or offensive nature; deliberate and repeated name-calling; or comments about an employee have protected status.
2. Demands or subtle pressure for sexual favors or sexual activity.
3. Taking, recommending, or refusing to take any personal action related to an employee because of that person;
  - a) Protected Status; or
  - b) Refusal to perform Sexual Favors or rejection of Sexual Advances or Demands.

If you feel you are being or have been harassed, you should talk with your Immediate Supervisor. All complaints will be handled confidentially. The Employee Relations Department will Investigate your complaint and will take Corrective Action if it is determined that a violation has occurred. Corrective Action may include Disciplinary Action up to and including Termination from the Company for the employee(s) found to have engaged in such conduct.

If you file an Employee Harassment Complaint, the Company will inform you of the Investigation's findings and if any Corrective Action was taken. If an employee who files a complaint or an employee who is Investigated for Employee Harassment disagrees with the results of the Investigation, that employee may file a Formal or Informal Grievance.

Any form of retaliation or discrimination against an employee(s) making a complaint or participating in an Investigation is prohibited.

The Company strongly maintains Zero Tolerance for any form of Employee Violence.

Any form of violent behavior is to be dealt with immediately. Some examples of violent behavior may include, but are not necessarily limited to the following:

1. Verbal Threats to Others or Themselves, Actual or Implied.
2. Intimidation.

The employee(s) involved in the violent behavior should immediately be placed on Suspension pending an Investigation. The employee's Immediate Supervisor should take the following steps:

1. Advise the employee(s) of the Suspension and Pending Investigation.
2. If necessary, escort the employee(s) off the Client Site Property.
3. Document the incident immediately and review it with the Employee Relations Department.

If the Investigation determines that the employee(s) behaved violently, the employee(s) is to be terminated immediately. If the Investigation reveals that the employee(s) did not behave violently, the employee(s) will be restored to their position with back pay for normally scheduled time spent on Suspension.

For verbal threats or other intimidation, the employee(s) should be immediately advised that an Investigation is to be conducted and Disciplinary Action may be administered. The Immediate Supervisor may Suspend the employee(s) if circumstances warrant, in collaboration with the Employee Relations Department.

If the Investigation reveals the employee(s) is guilty of the threat or intimidation, they will not receive payment for the Suspension Period, and they will be subject to Disciplinary Action up to and including Termination. The police and emergency medical services shall be contacted via 911 immediately for any employee(s) threatening violence to themselves or others.

## **Grievance Procedures**

While we hope that Complaints or Problems in the Company can be avoided, we recognize that they are a fact of life. That is why the Company has established a Grievance Procedure to help resolve Complaints or Duty-Related Problems. The procedure provides for the review and Investigation of any Complaint or Problem and the resolution of the situation within a reasonable amount of time.

You are encouraged to use the procedure if you have a Complaint or Problem, and you should know that you will not be the subject of any Disciplinary Action or Harassment by the Company as a result of filing a Formal or Informal Complaint.

A Complaint or Problem is defined as an employee's claim of an Improper Interpretation, Application, or Violation of Standard Operating Guidelines, Rules, or Regulations.

If you have a Complaint or Problem, please contact your Immediate Supervisor to file an Informal Complaint or contact the Employee Relations Department to file a Formal Complaint. If you file a Complaint, rest assured that all information related to your Complaint will be kept confidential to the extent possible.

## **Performance Problems and Corrective Action**

The Company reserves the right to Discipline or Terminate employees for any reason it deems appropriate in its sole discretion. Generally, however, if Performance Problems arise, the Company will attempt to use Progressive Discipline. Initially, your Immediate Supervisor should counsel you to correct any Performance Problems.

This includes explaining the nature of your Performance Problems, Violations of any Standard Operating Guidelines, and possible Consequences if your Performance does not improve. Further Disciplinary Action may include Verbal Warnings, Written Warnings, Suspensions, and Termination from the Company.

Employees who accrue 03 major infractions, whether they relate to the same incident or not, will result in Suspension or Termination from the Company. In some situations, however, you may be Suspended or Terminated immediately, without prior Counseling or Disciplinary Action.

Because the Company considers many factors in determining appropriate Disciplinary Action, including your Employee File and the harm caused by the infraction, it is not possible to specify in advance what Disciplinary Action will result from specific actions.

**Purpose:** The purpose of this General Order is to establish a performance evaluation program for GSG to provide feedback to employees concerning their job performance and to enable Global Security Group to adjust its training programs according to needs identified through the performance evaluation program.



**Background:** Evaluating the performance of subordinate officers is a critical element of the role of a supervisor. Supervisors will evaluate their subordinates' performance and whether or not a formal system exists. GSG intends to provide a mechanism whereby supervisors will periodically conduct formal evaluations of their subordinates in a systematic manner that provides appropriate feedback to those subordinates regarding their work performance, as well as to enhance the Global Security Group's in-service training program.

**Policy:** It is the policy of Global Security Group to conduct a formal evaluation of all officers below the rank of Lieutenant, and of all non-uniformed members, a minimum of once a year. Evaluations will be conducted by each employee's immediate supervisor. Each supervisor/rater will use the appropriate criteria/guidelines for the employee being evaluated, e.g., criteria/guidelines for security officers will be used to evaluate security officers, etc. Completed evaluations will be maintained by the CEO. The objective of the performance evaluation program is to improve overall company performance through the objective and fair evaluation of employees in a manner designed to encourage employees to perform at their highest level and, to grow in their jobs.

**Procedure:**

A. An annual evaluation will be submitted on every employee with the rank of Lieutenant or below. The annual evaluation will cover the period from March 1 through February 28 (29), inclusive.

1. The evaluation of an employee is a continuous process.

- a) Supervisors/raters will schedule time with each subordinate being evaluated to allow for counseling by the supervisor/rater and a discussion of the evaluation between the supervisor/rater and subordinate.
- b) It is the responsibility of supervisors/rater to inform and counsel their subordinates at the beginning of the rating period of the following:
  - i. Tasks of the employee's position, and
  - ii. Performance expectations of the supervisor/rater, and the evaluation criteria to be applied.
- c) This counseling should be directed at providing each employee with the information needed to fully understand the specific duties and responsibilities assigned to them during the rating period, to maintain appropriate behavior, and eliminate inappropriate behavior.

2. Upon completion of the evaluation/counseling meeting between the supervisor/rater and employee the employee must sign his or her evaluation form. The signature does not indicate agreement or disagreement with the evaluation. The signature indicates only that the supervisor/rater and employee have discussed the evaluation. A copy of the evaluation report will be provided to any employee who requests it.

1. Disputed evaluations: If an employee disagrees with his or her evaluation, the employee can submit an IOC to the supervisor's/rater's immediate supervisor within five (5) days of the evaluation/counseling meeting. The IOC will specify the category and reason for the disagreement. The supervisor will investigate the circumstances of the disagreement and notify the employee and supervisor of his or her decision, in writing, when possible, within five (5) days of receipt of the IOC from the employee.
2. The CEO or designated executive officer may direct the evaluation of an individual member more than once a year.
3. Each supervisor/rater must read paragraph V of this order, Guidelines for Performance Evaluations, before evaluating employees. It discusses the evaluation process, including rating errors that can affect the performance evaluation.
4. Completed evaluations will be forwarded by the supervisor/rater evaluating the CEO or the designated executive officer who will review the evaluations to ensure the uniform application of the criteria by supervisors/raters, to check for the possibility of the influence of rating errors, to assist in the CEO or designated executive officer's evaluation of subordinate supervisors, and to identify training needs. Upon review of the evaluations, the CEO or designated executive officer will sign each evaluation and forward recommendations for future training to the Board of Directors.
  - a) The CEO will review the designated Executive Officers.
5. Supervisors/raters are encouraged to include explanatory comments in their evaluations, describing specific performance or behavior considered above standard. When an employee receives a below-standard evaluation, supervisors/raters must include such comments, as well as document actions or goals suggested or agreed upon to improve performance.

### **Guidelines for Performance Evaluations**

The competence of the raters and the effort and time they expend in observing and recording evidence regarding an employee's performance establishes the climate and credibility of the entire system. Accordingly, it becomes an absolute necessity to train the raters to ensure (1) a uniform understanding of the system and (2) a consistent application in the actual evaluation. Everyone must realize that no matter what evaluation system is used, total objectivity is unobtainable; the human element is ever present and must be dealt with. The success and acceptance of any performance evaluation system depend on the quality of the rater. If properly used, the evaluation procedure becomes an effective managerial tool as well as an employee motivator. If used improperly, the performance

evaluation breeds contempt lowers morale and decreases the total effectiveness of the entire organization.

The first-line supervisor, usually the sergeant for the security officer and dispatcher, is the key figure in the rating system since his/her job most closely involves the effectiveness and traits of the assigned employee. He or she should, however, seek input from other sergeants and superior officers. To accomplish this task, the sergeant must continuously collect and record information concerning the quality and quantity of service being rendered. This can be a facet of the job that supervisors do not seem to do willingly and it must continuously be monitored if the program is to be effective. Monitoring will be conducted by supervisors - at all levels.

Performance evaluation of subordinates, if it is to be objective and accurate, is a time-consuming task requiring constant effort from the supervisor: It is not only the most time-consuming task for a supervisor, it is the most important one. The time and effort expended, however, will benefit the supervisor, the employee, and GSG.

### **Common faults of individual raters**

To have a truly accurate performance evaluation, the individual who is doing the evaluation must have certain attributes. The rater is the key person with the Global Security Group's Performance Evaluation System. The burden for success or failure rests entirely on the rater and how well he or she can objectively and fairly evaluate the personnel who work for him/her.

The rater must first recognize that one of the most important factors leading to the successful completion of an evaluation of an individual is time. The rater must use the time between each interview of his/her personnel and the actual preparation of the final evaluation for documentation. In effect what this does is ensure that the evaluation of the employee is a continuing process that begins on the first day of the new rating period and continues through the preparation of the evaluation.

There can be no greater task than for a supervisor to have to prepare an evaluation on several of his/her subordinates as the deadline approaches for its submission and the rater has failed to properly evaluate and document their performance throughout the year. This is a common problem and it is not only unfair to the employee being evaluated, but it is equally unfair to GSG.

Evaluation of subordinates is a difficult task at best; however, the rewards for an objective and fair rater outweigh the problems he or she encounters. To obtain the highest degree of objectivity the individual evaluating his/her subordinates must be aware of forces acting upon him/her as an individual which might preclude him/her from being fair and objective in this task.

The following problem areas have been identified as significant in that they are most common in rating or evaluating personnel. The first step in correcting any one of the errors listed is for the rater to first recognize that he or she has a problem in a given area and then he or she must take steps to deal with it.

### **1. Halo Effect**

This commonly occurs when the person being rated is viewed regarding a single element such as personal appearance. If a person is outstanding in personal appearance, the halo effect comes into play when the water carries the other categories with the rating system as equally outstanding. In other words, one category overshadows all of the others. This tendency also occurs in the reverse when a person is rated poor in a single category.

Remedy - Rate each category separately from all others; all members are rated at the same time in one specific category.

### **2. Constant Error**

Some raters rate their personnel high even though they do not deserve the rating. Conversely, other raters consistently rate their personnel below what the employee deserves.

Remedy - Each employee is to be rated based on his/her performance in relationship to his/her peers, his/her experience, and his/her capabilities.

### **3. The Error of Recency or overweighing**

This occurs when too much weight is placed on an employee's behavior immediately before a rating deadline.

Remedy - Recency Errors can only be countered by supervisors/raters keeping adequate records throughout the rating period.

### **4. The Error of Central Tendency**

This error is common where the rater is risk-oriented and refuses even when appropriate to use the extreme ends of the scale.

Remedy - The rater must be able to recognize superior performance and unsatisfactory performance. There is no excuse for everyone in the middle and your documentation and records will support this.

### **5. Leniency**

There is a strong tendency for all supervisors/raters to be overly lenient, especially with poor or marginal employees. This might work for a time but eventually, the message becomes clear that it only takes minimal effort to succeed. This is unfair to the consistent hard workers and the marginal worker himself/herself.

Remedy - The rater must be willing to rate an individual based on what that person does. The rater should constantly be mindful of the need for justification of an evaluation called for either by a supervisor or by the person being rated.

## **6. Indifference**

The rater has no regard for the evaluation system and therefore rates passively and the subordinates suffer since all are usually lumped together.

Remedy - Rate according to actual work produced with input from other supervisors. Realization of the fact that an employee's career could very well be determined by the evaluation he or she receives can help correct this common error.

## **7. Bias**

The rater possesses an inherent dislike for the individual, his/her mannerisms, etc.

Remedy - The rater must first recognize his/her bias and then be willing to put it aside for the betterment of all concerned. The rater must objectively view the individual with assistance from other supervisors. Conference evaluations tend to eliminate individual bias.

## **8. Carbon Copying**

A common error with raters in other organizations where an evaluation system has been in place - raters tend to copy ratings from the prior evaluation.

Remedy - The rater must first recognize that this shortcut method not only is not objective but it can hurt the employee, GSG, and the rater himself/herself. The rater's supervisor will ensure that this practice does not occur and any evidence thereof will be documented and reflected on the rater's performance evaluation.

## **9. False Development**

An error whereby raters feel that if they raise their employee's evaluation a little each year, it indicates that the supervisor/rater is properly "developing" their personnel

Remedy - The rater must first recognize that this is erroneous and unacceptable and as in "carbon copying" the results can reflect poorly on the employee, GSG, and the rater. The rater's supervisor will ensure that this practice does not occur, and any evidence thereof will be documented and reflected on the rater's performance evaluation.

## **Chain of Communication**

If you become aware of a critical safety issue involving an employee, the issue should be discussed as soon as possible with your Immediate Supervisor. If you believe that your Immediate Supervisor has not addressed the safety issue or your Immediate Supervisor is not available, you should notify the Employee Relations Department. You will not face retaliation for any good-faith effort to notify the Employee Relations Department of a critical safety issue.

## **Legal Notice / Disclaimer**



# GLOBAL SECURITY GROUP INC.

1110 Montlimar Dr. Suite 580 Mobile AL, 36609  
833-BUZZ-GSG (833-289-9474)  
hr@gsg-inc.com  
www.globalsecuritygroup.org  
Effective Date: October 1, 2019  
Revision Date: September 30, 2022

# Exhibit 13 – Secure Transport Vehicles

## Verification

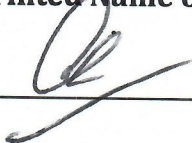
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Mohsin Seedar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/26/22

Signature of Verifying Individual

Verification Date

**13.1 – Title, lease or other documentation demonstrating possessory interest in all vehicles to be used for secure transportation of cannabis or medical cannabis. 27**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles.

**13.2 – Copies of declarations pages of insurance policies applicable to all vehicles to be owned and operated by the Applicant, particularly those proposed**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles.

**13.3 – License plate numbers and DOT numbers, if available, for all secure transport vehicles.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles.



# Exhibit 14 – Compliance with Alabama Public Service Commission Requirements

## Verification

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

Mohsin Saebay

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/26/22

Signature of Verifying Individual

Verification Date

**Verification of Applicant's compliance with Alabama Public Service Commission requirements for motor carriers.**

We agree to comply with the Alabama Public Service Commission's requirements for motor carriers. We have read and understand those requirements as set forth in Chapter Seven, Regulation of Secure Transporters.

# Exhibit 15 - Commercial Driver's License

## Verification

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

Mohsin Seether

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/26/22

Signature of Verifying Individual

Verification Date

**15.1 Compliance Statement**

License Type: Secure Transporter

**To the extent that the Applicant intends to operate a vehicle that requires a Commercial Driver's License, documentation demonstrating that proposed drivers are properly trained and licensed. The Applicant must verify that all vehicles and drivers have the requisite training and shall maintain compliance with all federal, state and local laws applicable to them at all times while employed as a driver**

We agree to comply with all applicable documentation requirements for a Commercial Driver's license which includes that the proposed drivers are properly licensed and trained, and that we will maintain compliance with all federal, state, and local laws applicable to the driver once driver's and vehicles are acquired by the company. We intend to invest \$500,000 to maintain compliance with federal, state, and local laws.

# Exhibit 16 – Fleet Summary

## Verification

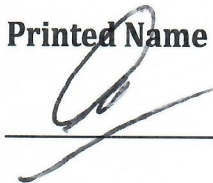
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Mohsin Seehar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/26/22

Signature of Verifying Individual

Verification Date

**The Applicant must provide a Fleet Summary showing the make, model, VIN Number, license plate number, and specifications of all vehicles proposed for the secure transport of cannabis or medical cannabis including, but not limited to, the design and specification of all areas in which cannabis or medical cannabis is to be stored.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. Once the license is awarded and all vehicles are purchased, the company can provide the Commission with design and specification of all areas in which cannabis or medical cannabis is to be stored.

# Exhibit 17 – Care and Maintenance of Vehicles

**Verification**

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

Mohsin Secher

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/26/22

Signature of Verifying Individual

Verification Date

**The Applicant's protocols for the care and maintenance of all vehicles proposed for secure transport of cannabis or medical cannabis. If such proposed protocols are unavailable, then the Applicant must provide an explanation as to why they are unavailable and when the Applicant expects them to be available.**

Maintaining vehicle maintenance and cleanliness is important for the safety of the driver and any passengers, as well as for the overall operation of the vehicle. Some common requirements for maintaining vehicle maintenance and cleanliness may include:

- Regularly checking and maintaining the vehicle's fluid levels, including oil, transmission fluid, brake fluid, and coolant
- Performing regular maintenance tasks, such as changing the oil, rotating the tires, and replacing worn or damaged parts
- Keeping the interior and exterior of the vehicle clean and free of clutter
- Ensuring that the vehicle is in good working order before each trip, including checking the brakes, lights, tires, and other essential systems
- Reporting any issues or problems with the vehicle to a supervisor or mechanic in a timely manner

By keeping a vehicle well-maintained and clean, drivers can help ensure that it is safe to operate and that it will run smoothly and efficiently. This can help prevent breakdowns and other issues on the road, which can save time and money for the company, as well as protect the safety of the driver and any passengers.

Our proposed protocols will be formally drafted and adopted once the business license is awarded. This is our proposed outline for those protocols and what we consider to be a starting point for the care and maintenance of vehicles.



# Exhibit 18 - Route Plans

## Verification

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

Mohsin Secher

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/26/22

Signature of Verifying Individual

Verification Date

**Exemplar or, if available, proposed, if not copies of actual route plans for all proposed secure transport vehicles, for inclusion in the Statewide Seed-to-Sale Tracking System.**

Route plans are not applicable at this time due to us waiting to be awarded the business license. All plans will be made available once the business license is awarded. We will comply with all protocols and procedures of the Statewide Seed-to-Sale tracking system.

# Exhibit 19 - Facilities

Exhibit 19 - 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.

Mohsin Seehar

CGO

Printed Name of Verifying Individual

Title of Verifying Individual



12/29/22

Signature of Verifying Individual

Verification Date

**A statement of the following, regarding each facility the Applicant proposes to operate, as of the commencement of operations and within two (2) years thereafter:**

**9.1 - The facility name and type.**

Global Security Group, INC., Corporate Office

**19.2 - The physical address and GPS coordinates of the facility.**

1110 Montlimar Drive, Suite 570 & 580, Mobile, Alabama 36609

30.667701208658173, -88.1345529

**19.3 - An aerial photograph of the facility, including clearly identified site boundaries.**

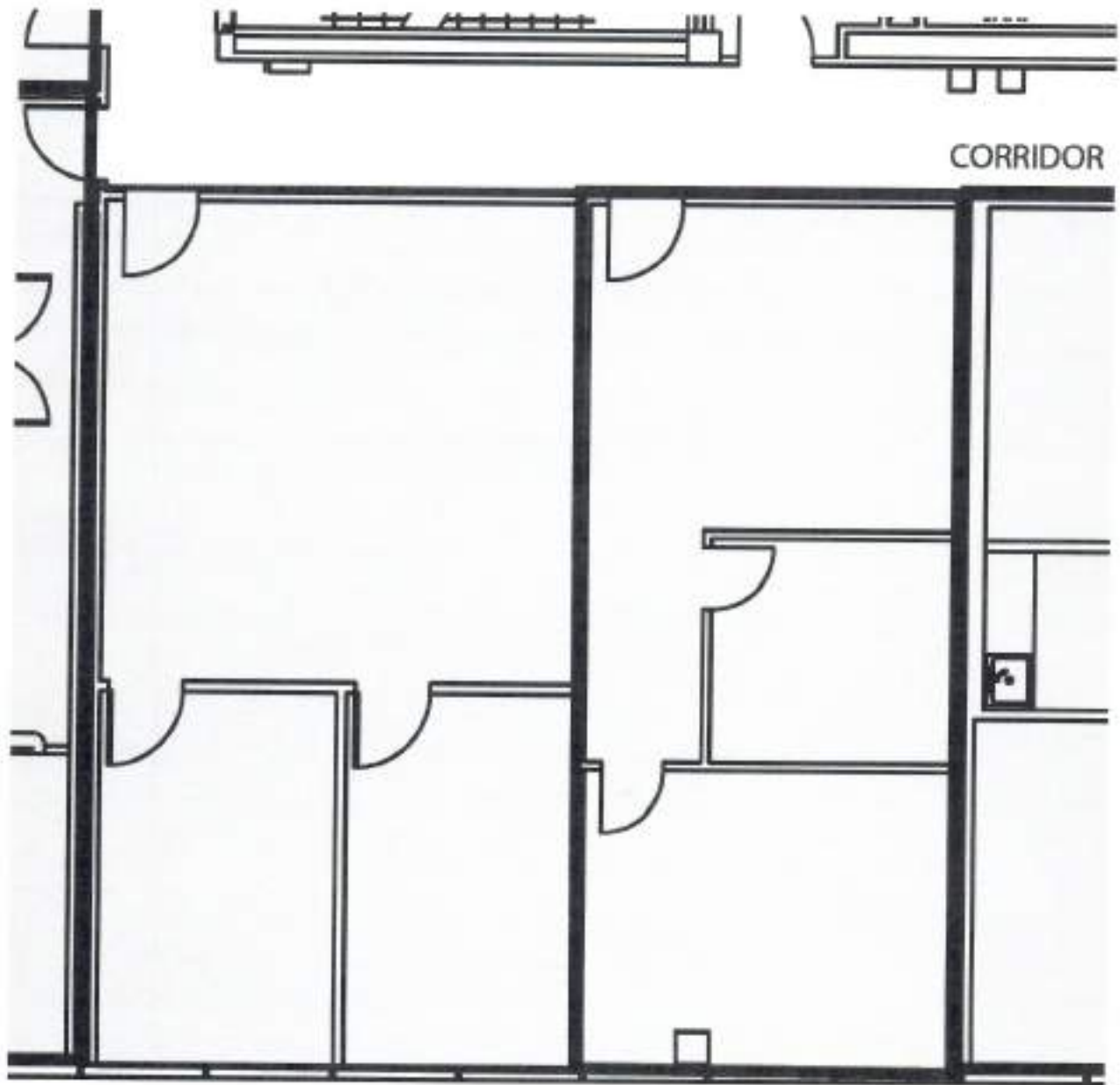


**19.4 - Proof of authorization for the Applicant to occupy the property where the facility is proposed to be located.**

**19.5 - Proof of local zoning and other approvals necessary to operate the business in the local jurisdiction where the business is located, including but not limited to the local**

jurisdiction's ordinance or resolution approving the operation of medical cannabis facilities there.

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



**19.7 - A timetable for completion and commencement of operations as to the facility.**

The facility is currently operational.

**19.8 - A statement whether the facility shall be open to the public and if so the anticipated hours of business operation.**

The facility is open to the public in a limited capacity. The hours of operation are Monday thru Friday, 9:00 AM-5:00 PM.

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

Employees will occupy the facility from 9:00 AM-5:00 PM with after-hours being 5:00 PM-9:00 AM. Magen Hartman will be in charge of the security guards during hours of operation and after hours. Her contact information is:

[magen@gsg-inc.com](mailto:magen@gsg-inc.com)

251-721-4985

**OFFICE LEASE**

**by and between**

**SOLOMON MONTLIMAR HOLDINGS, LLC,  
an Alabama limited liability company**

**("Landlord")**

**and**

**GLOBAL SECURITY GROUP INC.  
an Alabama corporation**

**("Tenant")**

**dated as of**

\_\_\_\_\_, 2020

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**LIST OF EXHIBITS**

Exhibit A	Legal Description
Exhibit A-1	Rentable Area
Exhibit B	Landlord's Work
Exhibit C	Utilities and Services
Exhibit D	Building Rules and Regulations
Exhibit E	Personal Guaranty
Exhibit F	Floor Plan



**OFFICE LEASE**

This Office Lease ("Lease") is made by and between SOLOMON MONTLIMAR HOLDINGS, LLC, an Alabama limited liability company ("Landlord"), and the Tenant described in *Item 1* of the Basic Lease Provisions. The parties agree that as of the Commencement Date (defined below), this Lease shall terminate and replace any prior leases and amendments thereto entered into between the two of them, or their predecessors, for commercial office space located within the Building described in *Item 2* of the Basic Lease Provisions below.

**LEASE OF PREMISES**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, those certain premises ("Premises") described in *Item 3* of the Basic Lease Provisions. The Premises are located in the Building described in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land ("Land") more particularly described on Exhibit A attached hereto, which is also improved with landscaping, parking facilities and other improvements, fixtures and common areas and appurtenances now or hereafter placed, constructed or erected on the Land (sometimes referred to herein as the "Project").

**BASIC LEASE PROVISIONS**

1.	Tenant	Global Security Group Inc.
2.	Building	Montlimar Place Office Building 1110 Montlimar Drive Mobile, Alabama 36609
3.	Description of Premises	Suites 580
	Rentable Area <sup>1</sup>	804 square feet
4.	Tenant's Proportionate Share of the Operating Costs	.46% (804 rsf / 174,350 rsf)
5.	Basic Annual Rent (April 1, 2020 – March 31, 2021)	\$12,060.00 (804 sqft x \$15.00)
	Monthly Installment (April 1, 2020 – March 31, 2021)	\$1,005.00
	Basic Annual Rent (April 1, 2021 – March 31, 2022)	\$12,421.80 (\$12,060.00 + 3%)
	Monthly Installment (April 1, 2021 – March 31, 2022)	\$1,035.15
	Basic Annual Rent (April 1, 2022 – March 31, 2023)	\$12,794.45 (\$12,421.80 + 3%)
	Monthly Installment (April 1, 2022 – March 31, 2023)	\$1,066.20
6.	Installment Due upon Execution of this Lease	None
7.	Security Deposit Due upon Execution of this Lease	\$1,005.00
8.	Base Year for Operating Costs	2019
9.	Initial Term	Commencing on April 1, 2020 and Ending on March 31, 2023.
10.	Estimated Commencement Date	April 1, 2020
11.	Estimated Termination Date	March 31, 2023
12.	Brokers (see paragraph 19(k))	
	(a) Landlord's Broker	NAI Mobile, LLC 56 St. Emanuel Street Mobile, Alabama 36602
	(b) Tenant's Broker	Bender Real Estate Group 917 Western America Circle, Suite 102 Mobile AL 36609

<sup>1</sup> Rentable Area shall be determined in accordance with the method set forth in Exhibit A-1.

13.	Number of Parking Spaces	N/A
14.	Addresses for Notices	
	(a) To Tenant	Global Security Group Inc. 691 Whittington Avenue Fairhope, Alabama 36532
	(b) To Landlord	<i>Project Management Office:</i> NAI Mobile, LLC P. O. Box 1766 Mobile, Alabama 36633
	With a copy to:	Jones Walker, LLP c/o: Clay A. Lanham 11 North Water Street, Suite 1200 Mobile, Alabama 36602
15.	Place of Payment	All payments due under this Lease shall be sent to Landlord at the address of the Project Management Office specified in <i>Item 14(b)</i> above.
16.	Guarantor	Nikolas Cody Aloï
17.	Date of this Lease	See cover page
18.	Landlord's Construction Allowance	Landlord, at its cost, will engage Lanier Construction to perform the work described in the Proposal attached hereto as Exhibit B, in an amount not to exceed \$14,642.42, which work shall be completed before the Commencement Date. Additional improvements will be made at Tenant's cost. See Exhibit B for more details.
19.	The State where Project is located	Alabama

This Lease consists of the foregoing Basic Lease Provisions, the provisions of the Standard Lease Provisions consisting of Paragraphs 1 through 19 below (the "Standard Lease Provisions") and *Exhibit A* through *Exhibit F*, all of which are incorporated herein by this reference. In the event of any conflict between the provisions of the Basic Lease Provisions and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

## STANDARD LEASE PROVISIONS

### 1. TERM

(a) The Initial Term of this Lease and the Rent (defined below) shall commence on April 1, 2020 ("**Commencement Date**"). Unless earlier terminated in accordance with the provisions hereof, the Initial Term of this Lease shall be the period shown in *Item 9* of the Basic Lease Provisions. As used herein, "**Lease Term**" shall mean the Initial Term referred to in *Item 9* of the Basic Lease Provisions, subject to any extension of the Initial Term hereof exercised in accordance with the terms and conditions expressly set forth herein. This Lease shall be a binding contractual obligation effective upon execution hereof by Landlord and Tenant, notwithstanding the later commencement of the Initial Term of this Lease.

(b) The Premises will be delivered to Tenant on or by the Estimated Commencement Date. If the Commencement Date is delayed or otherwise does not occur on the Estimated Commencement Date, set forth in *Item 10* of the Basic Lease Provisions, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom. If the Premises cannot be delivered to Tenant on or by the Estimated Commencement Date, the Commencement Date and Lease Term shall be extended for such reasonable period of time as is necessary for Landlord to ready and deliver the Premises and the Parties shall execute an Amendment to this Lease setting forth the new Commencement Date and Expiration Date.

### 2. BASIC ANNUAL RENT AND SECURITY DEPOSIT

(a) Tenant agrees to pay during each month of the Lease Term as Basic Annual Rent ("Basic Annual Rent") for the Premises the sums shown for such periods in *Item 5* of the Basic Lease Provisions.

(b) Except as expressly provided to the contrary herein, Basic Annual Rent shall be payable in equal consecutive monthly installments, in advance, without demand, deduction or offset, commencing on the Commencement Date and continuing on the first day of each calendar month thereafter until the expiration of the Lease Term. The first full monthly installment of Basic Annual Rent shall be payable upon Tenant's execution of this Lease. The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. If the Commencement Date is a day other than the first day of a calendar month, or the Lease Term expires on a day other than the last day of a calendar month, then the Rent for such partial month shall be calculated on a per diem basis. In the event Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, Tenant agrees it shall be bound by and subject to all terms, covenants, conditions and obligations of this Lease during the period between the date possession is delivered and the Commencement Date, other than the payment of Basic Annual Rent, in the same manner as if delivery had occurred on the Commencement Date.

(c) The parties agree that for all purposes hereunder the Premises shall be stipulated to contain the number of square feet of Rentable Area described in *Item 3* of the Basic Lease Provisions. Upon the request of Landlord, Landlord's Space Planner shall verify the exact number of square feet of Rentable Area in the Premises. In the event there is a variation of three percent (3%) or more from the number of square feet specified in *Item 3* of the Basic Lease Provisions, Landlord and Tenant shall execute an amendment to this Lease for the purpose of making appropriate adjustments to the Basic Annual Rent, the Security Deposit, Tenant's Proportionate Share and such other provisions hereof as shall be appropriate under the circumstances. Landlord calculated the Rentable Area described in *Item 3* of the Basic Lease Provisions using the definition of Rentable Area contained in *Exhibit A-1* of this Lease.

### 3. ADDITIONAL RENT

(a) If Operating Costs (defined below) for the Project for any calendar year during the Lease Term exceed Base Operating Costs (defined below), Tenant shall pay to Landlord as additional rent ("Additional Rent") an amount equal to Tenant's Proportionate Share (defined below) of such excess.

(b) "Tenant's Proportionate Share" is, subject to the provisions of Paragraph 18, the percentage number described in *Item 4* of the Basic Lease Provisions. Tenant's Proportionate Share represents, subject to the provisions of Paragraph 18, a fraction, the numerator of which is the number of square feet of Rentable Area in the Premises and the denominator of which is the number of square feet of Rentable Area in the Project, as determined by Landlord pursuant to Paragraph 18.

(c) "Base Operating Costs" means all Operating Costs incurred or payable by Landlord during the calendar year specified as Tenant's Base Year in *Item 8* of the Basic Lease Provisions.

(d) "Operating Costs" means all costs, expenses and obligations incurred or payable by Landlord in connection with the operation, ownership, management, repair or maintenance of the Building and the Project during or allocable to the Lease Term, including without limitation, the following:

(i) All real property taxes, assessments, license fees, excises, levies, charges, assessments, both general and special assessments, or impositions and other similar governmental ad valorem or other charges levied on or attributable to the Project or its ownership, operation or transfer, and all taxes, charges, assessments or similar impositions imposed in lieu of the same (collectively, "Real Estate Taxes"). Real Estate Taxes shall also include all taxes, assessments, license fees, excises, levies, charges or similar impositions imposed by any governmental agency, district, authority or political subdivision (A) on any interest of Landlord, any mortgagee of Landlord or any interest of Tenant in the Project, the Premises, or on the occupancy or use of space in the Project or the Premises; (B) for the provision of amenities, services or rights of use, whether or not exclusive, public, quasi-public or otherwise made available on a shared use basis, including amenities, services or rights of use such as fire protection, police protection, street, sidewalk, lighting, sewer or road maintenance, refuse removal or janitorial services or for any other service, without regard to whether such services were formerly provided by governmental or quasi-governmental agencies to property owners or occupants at no cost or at

minimal cost; and (C) related to any transportation plan, fund or system instituted within the geographic area of the Project or otherwise applicable to the Premises, the Project or any portion thereof. Real Estate Taxes shall not include any estate, inheritance successor, transfer, gift, franchise, corporation, income or profit tax imposed by, the State or federal government on Landlord unless such income, franchise, transfer or profit taxes are in substitution for any Real Estate Taxes payable hereunder; and

(ii) The cost of utilities (including taxes and other charges incurred in connection therewith) provided to the Premises, the Building or the Project, fuel, supplies, equipment, tools, materials, service contracts, janitorial services, waste and refuse disposal, gardening and landscaping; insurance, including, but not limited to, public liability, fire, property damage, flood, rental loss, rent continuation, boiler machinery, business interruption, contractual indemnification and All Risk coverage insurance for up to the full replacement cost of the Project and such other insurance as is customarily carried by operators of other similar class office buildings in the city in which the Project is located, to the extent carried by Landlord in its discretion, and the deductible portion of any insured loss otherwise covered by such insurance); the cost of compensation, including employment, welfare and social security taxes, paid vacation days, disability, pension, medical and other fringe benefits of all persons (including independent contractors) who perform services connected with the operation, maintenance, repair or replacement of the Project; personal property taxes on and maintenance and repair of equipment and other personal property used in connection with the operation, maintenance or repair of the Project; repair and replacement of window coverings provided by Landlord in the premises of tenants in the Project; such reasonable auditors' fees and legal fees as are incurred in connection with the operation, maintenance or repair of the Project; reasonable costs incurred for administration and management of the Project; the maintenance of any easements or ground leases benefitting the Project, whether by Landlord or by an independent contractor; a reasonable allowance for depreciation of personal property used in the operation, maintenance or repair of the Project; license, permit and inspection fees; all costs and expenses required by any governmental or quasi-governmental authority or by applicable law, for any reason, including capital improvements, whether capitalized or not, and the cost of any capital improvements made to the Project by Landlord that improve life-safety systems or reduce operating expenses (such costs to be amortized over such reasonable periods as Landlord shall reasonably determine); the cost of air conditioning, heating, ventilating, plumbing, elevator maintenance, and repair (to include the replacement of components) and other mechanical and electrical systems repair and maintenance; sign maintenance; and Common Area (defined below) repair, resurfacing, operation and maintenance; and the cost of providing security services, if any, deemed appropriate by Landlord.

The following items shall be excluded from Operating Costs:

- (A) leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with leasing, renovating or improving vacant space in the Project for tenants or prospective tenants of the Project;
- (B) costs (including permit, license and inspection fees) incurred in renovating or otherwise improving or decorating, painting or redecorating space for tenants or vacant space;
- (C) Landlord's costs of any services sold to tenants for which Landlord is entitled to be reimbursed by such tenants as an additional charge or rental over and above the Basic Annual Rent and Operating Costs payable under the lease with such tenant or other occupant;
- (D) any depreciation or amortization of the Project except as expressly permitted herein;
- (E) costs incurred due to a violation of Law (defined below) by Landlord relating to the Project;
- (F) interest on debt or amortization payments on any mortgages or deeds of trust or any other debt for borrowed money;

- (G) all items and services for which Tenant or other tenants reimburse Landlord outside of Operating Costs;
- (H) repairs or other work occasioned by fire, windstorm or other work paid for through insurance or condemnation proceeds (excluding any deductible); and
- (I) repairs resulting from any defect in the original design or construction of the Project.

(e) In determining Operating Costs, if any services or utilities are separately charged to tenants of the Project or others, Operating Costs shall be adjusted by Landlord to reflect the amount of expense which would have been incurred for such services or utilities on a full time basis for normal Project operating hours. Operating Costs for the Base Year (as defined in *Item 8* of the Basic Lease Provisions) shall not include Operating Costs attributable to temporary market-wide labor-rate increases and/or utility rate increases due to extraordinary circumstances, including, but not limited to Force Majeure, conservation surcharges, boycotts, embargoes, or other shortages. In the event (i) the Commencement Date shall be a date other than January 1, (ii) the date fixed for the expiration of the Lease Term shall be a date other than December 31, (iii) of any early termination of this Lease, or (iv) of any increase or decrease in the size of the Premises, then in each such event, an appropriate adjustment in the application of this Paragraph 3 shall, subject to the provisions of this Lease, be made to reflect such event on a basis determined by Landlord to be consistent with the principles underlying the provisions of this Paragraph 3.

(f) Prior to the commencement of each calendar year of the Lease Term following the Commencement Date, Landlord shall have the right to give to Tenant a written estimate of Tenant's Proportionate Share of the projected excess, if any, of the Operating Costs for the Project for the ensuing year over the Base Operating Costs. Tenant shall pay such estimated amount to Landlord in equal monthly installments, in advance on the first day of each month. Within a reasonable period after the end of each calendar year, Landlord shall furnish Tenant a statement indicating in reasonable detail the excess of Operating Costs over Base Operating Costs for such period and the parties shall, within thirty (30) days thereafter, make any payment or allowance necessary to adjust Tenant's estimated payments to Tenant's actual share of such excess as indicated by such annual statement. Any payment due Landlord shall be payable by Tenant on demand from Landlord. Any amount due Tenant shall be credited against installments next becoming due under this Paragraph 3(f) or refunded to Tenant, if requested by Tenant.

(g) All capital levies or other taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease, and any excise, transaction, sales or privilege tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from the Premises and/or the Project or any portion thereof shall be paid by Tenant to Landlord monthly in estimated installments or upon demand, at the option of Landlord, as additional rent to be allocated to monthly Operating Costs.

(h) Tenant shall pay ten (10) days before delinquency, all taxes and assessments (i) levied against any personal property, tenant improvements or trade fixtures of Tenant in or about the Premises and (ii) based upon this Lease or any document to which Tenant is a party creating or transferring an interest in this Lease or an estate in all or any portion of the Premises. If any such taxes or assessments are levied against Landlord or Landlord's property or if the assessed value of the Project is increased by the inclusion therein of a value placed upon such personal property or trade fixtures, Tenant shall upon demand reimburse Landlord for the taxes and assessments so levied against Landlord, or such taxes, levies and assessments resulting from such increase in assessed value.

(i) Any delay or failure of Landlord of up to one hundred eighty (180) days after the end of the calendar year in (i) delivering any estimate or statement described in this Paragraph 3, or (ii) computing or billing Tenant's Proportionate Share of excess Operating Costs shall not constitute a waiver of its right to require an increase in Rent, or in any way impair, the continuing obligations of Tenant under this Paragraph 3. In the event of any dispute as to any Additional Rent due under this Paragraph 3, an officer of Tenant or Tenant's certified public accountant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office. If after such inspection, Tenant still disputes such Additional Rent, upon Tenant's written request therefor, a certification as to the proper amount of Operating Costs and the amount due to or payable by Tenant shall be made by an independent certified public accountant mutually agreed to by Landlord and Tenant. If Landlord and Tenant cannot mutually agree to an independent certified public accountant, then the parties

agree that Landlord shall choose an independent certified public accountant to conduct the certification as to the proper amount of Tenant's Proportionate Share of Operating Costs due by Tenant for the period in question; provided, however, such certified public accountant shall not be the accountant who conducted Landlord's initial calculation of Operating Costs to which Tenant is now objecting. Such certification shall be final and conclusive as to all parties. If the certification reflects that Tenant has overpaid Tenant's Proportionate Share of Operating Costs for the period in question, then Landlord shall credit such excess to Tenant's next payment of Operating Costs or, at the request of Tenant, promptly refund such excess to Tenant and conversely, if Tenant has underpaid Tenant's Proportionate Share of Operating Costs, Tenant shall promptly pay such additional Operating Costs to Landlord. Tenant agrees to pay the cost of such certification and the investigation with respect thereto and no adjustments in Tenant's favor shall be made unless it is determined that Landlord's original statement was in error in Landlord's favor by more than five percent (5%). Tenant waives the right to dispute any matter relating to the calculation of Operating Costs or Additional Rent under this Paragraph 3 if any claim or dispute is not asserted in writing to Landlord within one hundred eighty (180) days after delivery to Tenant of the original billing statement with respect thereto.

(j) Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Proportionate Share of excess Operating Costs for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Operating Costs paid, and conversely, any overpayment made by Tenant shall be promptly refunded to Tenant by Landlord.

(k) Tenant shall not be obligated to pay for Controllable Operating Costs in any year to the extent they have increased by more than five percent (5%) per annum, compounded annually on a cumulative basis from the first calendar year during the Lease Term. For purposes of this Lease, Controllable Operating Costs shall mean all Operating Costs except for Taxes, insurance premiums and utility costs and all costs and expenses for security for the Building and the Project. Controllable Operating Costs shall be determined on an aggregate basis and not on an individual basis, and the cap on Controllable Operating Costs shall be determined on Operating Costs as they have been adjusted for vacancy or usage pursuant to the terms of the Lease.

(l) The Basic Annual Rent, as adjusted pursuant to Paragraphs 2, 3 and 7, and other amounts required to be paid by Tenant to Landlord hereunder, are sometimes collectively referred to as, and shall constitute, "Rent."

#### 4. IMPROVEMENTS AND ALTERATIONS

(a) Landlord's sole construction obligation, if any, under this Lease is set forth on *Exhibit B*.

(b) Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Alterations") shall be subject to Landlord's prior written consent. Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Laws and shall construct, at its sole cost and expense, any alteration or modification required by Laws as a result of any Alterations. All Alterations shall be constructed at Tenant's sole cost and expense and in a good and workmanlike manner by contractors reasonably acceptable to Landlord and only good grades of materials shall be used. All plans and specifications for any Alterations shall be submitted to Landlord for its approval, which approval will not be unreasonably withheld, delayed or conditioned. Landlord may monitor construction of the Alterations. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with applicable laws, codes, rules and regulations. Landlord shall have the right, in its sole discretion, to instruct Tenant to remove those improvements or Alterations from the Premises which (i) were not approved in advance by Landlord, (ii) were not built in conformance with the plans and specifications approved by Landlord, or (iii) Landlord specified during its review of plans and specifications for Alterations would need to be removed by Tenant upon the expiration of this Lease. Regardless of whether Landlord approved of the Alterations, Landlord may, at its discretion, upon termination of this Lease, require Tenant to remove any or all of such Alterations from the Premises at Tenant's sole cost and expense. If Landlord exercises its option to require Tenant to remove any Alterations, Tenant shall promptly remove such Alterations and improvements and Tenant shall repair and restore the Premises to its original condition as of the Commencement Date, reasonable wear and tear excepted. Any Alterations remaining in the Premises following the expiration of the Lease Term or following the surrender of the Premises from Tenant to Landlord, shall become the property of Landlord unless Landlord notifies Tenant otherwise. Tenant shall provide Landlord with the identities

and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall assure payment for the completion of all work free and clear liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company reasonably satisfactory to Landlord protecting Landlord against liability for bodily injury or property damage during construction. Upon completion of any Alterations and upon Landlord's reasonable request, Tenant shall deliver to Landlord sworn statements setting forth the names of all contractors and subcontractors who did work on the Alterations and final lien waivers from all such contractors and subcontractors.

(c) Tenant shall keep the Premises, the Building and the Project free from any and all liens arising out of any Alterations, work performed, materials furnished, or obligations incurred by or for Tenant. In the event that Tenant shall not, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond in a form and issued by a surety acceptable to Landlord, Landlord shall have the right, but not the obligation, to cause such lien to be released by such means as it shall deem proper (including payment of or defense against the claim giving rise to such lien); in such case, Tenant shall reimburse Landlord for all amounts so paid by Landlord in connection therewith, together with all of Landlord's costs and expenses, with interest thereon at the Default Rate (defined below) and Tenant shall indemnify each and all of the Landlord Indemnitees (defined below) against any damages, losses or costs arising out of any such claim. Tenant's indemnification of Landlord contained in this Paragraph shall survive the expiration or earlier termination of this Lease. Such rights of Landlord shall be in addition to all other remedies provided herein or by law.

## 5. REPAIRS

(a) Landlord shall keep the Common Areas of the Building and the Project in a clean and neat condition. Subject to subparagraph (b) below, Landlord shall make all necessary repairs, within a reasonable period following receipt of written notice of the need therefor from Tenant, to the exterior walls, exterior doors, exterior locks on exterior doors and windows of the Building, and to the Common Areas and to public corridors and other public areas of the Project not constituting a portion of any tenant's premises and shall use reasonable efforts to keep all Building standard equipment used by Tenant in common with other tenants in good condition and repair and to replace same at the end of such equipment's normal and useful life, reasonable wear and tear and casualty loss excepted. Except as expressly provided in Paragraph 9 of this Lease, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's Business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, the Building or the Project.

(b) Tenant, at its expense shall keep the Premises and all fixtures contained therein in a safe, clean and neat condition, and Landlord shall bear the cost of maintenance and repair, by contractors selected by Landlord, of all facilities which are located in the Premises, including, without limitation, lavatory, shower, toilet, wash basin and kitchen facilities, and supplemental heating and air conditioning systems (including all plumbing connected to said facilities or systems installed by or on behalf of Tenant or existing in the Premises at the time of Landlord's delivery of the Premises to Tenant). Tenant shall do all decorating, remodeling, alteration and painting required by Tenant during the Lease Term. Tenant shall pay for the cost of any repairs to the Premises, the Building or the Project made necessary by any negligence or willful misconduct of Tenant or any of its assignees, subtenants; employees or their respective agents, representatives, contractors, or other persons permitted in or invited to the Premises or the Project by Tenant. If Tenant fails to make such repairs or replacements within fifteen (15) days after written notice from Landlord, Landlord may at its option make such repairs or replacements, and Tenant shall upon demand pay Landlord for the cost thereof.

(c) Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in a safe, clean and neat condition, normal wear and tear excepted. Except as otherwise set forth in Paragraph 4(b) of this Lease, Tenant shall remove from the Premises all furnishings and other personal property of Tenant, shall repair all damage caused by such removal, and shall restore the Premises to its original condition, reasonable wear and tear excepted. In addition to all other rights Landlord may have, in the event Tenant does not so remove any such furnishings or personal property, Tenant shall be deemed to have abandoned the same, in which case Landlord may store the same at Tenant's expense, appropriate the same for itself, and/or sell the same in its discretion.

## 6. USE OF PREMISES

(a) Tenant shall use the Premises only for general office uses and shall not use the Premises or permit the Premises to be used for any other purpose. Landlord shall have the right to deny its consent to any change in the permitted use of the Premises in its sole and absolute discretion.

(b) Tenant shall not at any time use or occupy the Premises, or permit any act or omission in or about the Premises in violation of any law, statute, ordinance or any governmental rule, regulation or order (collectively, "Law" or "Laws") and Tenant shall, upon written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of Law. If any Law shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to (i) modification or other maintenance of the Premises, the Building or the Project, or (ii) the use, alteration or occupancy thereof, Tenant shall comply with such Law at Tenant's sole cost and expense. This Lease shall be subject to and Tenant shall comply with all financing documents encumbering the Building or the Project and all covenants, conditions and restrictions affecting the Premises, the Building or the Project, including, but not limited to, Tenant's execution of any subordination agreements and/or estoppel certificates requested by a mortgagee of the Premises, the Building or the Project; provided that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease.

(c) Tenant shall not at any time use or occupy the Premises in violation of the certificates of occupancy issued for or restrictive covenants pertaining to the Building or the Premises, and in the event that any architectural control committee or department of the State or the city or county in which the Project is located shall at any time contend or declare that the Premises are used or occupied in violation of such certificate or certificates of occupancy or restrictive covenants, Tenant shall, upon five (5) business days' notice from Landlord or any such governmental agency, immediately discontinue such use of the Premises (and otherwise remedy such violation). The failure by Tenant to discontinue such use shall be considered a default under this Lease and Landlord shall have the right to exercise any and all rights and remedies provided herein or by Law. Any statement in this Lease of the nature of the business to be conducted by Tenant in the Premises shall not be deemed or construed to constitute a representation or guaranty by Landlord that such business will continue to be lawful or permissible under any certificate of occupancy issued for the Building or the Premises, or otherwise permitted by Law.

(d) Tenant shall not do or permit to be done anything which may invalidate or increase the cost of any fire, All Risk or other insurance policy covering the Building, the Project and/or property located therein and shall comply with all rules, orders, regulations and requirements of the appropriate fire codes and ordinances or any other organization performing a similar function. In addition to all other remedies of Landlord, Landlord may require Tenant, promptly upon demand, to reimburse Landlord for the full amount of any additional premiums charged for such policy or policies by reason of Tenant's failure to comply with the provisions of this Paragraph 6.

(e) Tenant shall not in any way interfere with the rights or quiet enjoyment of other tenants or occupants of the Premises, the Building or the Project. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on or about the Premises, the Building or the Project. Tenant shall not place weight upon any portion of the Premises exceeding the structural floor load (per square foot of area) which such area was designated (and is permitted by Law) to carry or otherwise use any Building system in excess of its capacity or in any other manner which may damage such system or the Building. Tenant shall not create within the Premises a working environment with a density of greater than five (5) persons per 1,000 square feet of Rentable Area. Business machines and mechanical equipment shall be placed and maintained by Tenant, at Tenant's expense, in locations and in settings sufficient in Landlord's reasonable judgment to absorb and prevent vibration, noise and annoyance. Tenant shall not commit or suffer to be committed any waste in, on, upon or about the Premises, the Building or the Project.

(f) Tenant shall take all reasonable steps necessary to adequately secure the Premises from unlawful intrusion, theft, fire and other hazards, and shall keep and maintain any and all security devices in or on the Premises in good working order including, but not limited to, exterior door locks for the Premises and smoke detectors and burglar alarms located within the Premises, and shall cooperate with Landlord and other tenants in the Project with respect to access control and other safety matters.



(g) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State or the United States Government, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "pollutant," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state or local Law or administrative code promulgated thereunder, (B) petroleum, or (C) asbestos.

(i) Tenant agrees that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant, its assignees, subtenants, and their respective agents, servants, employees, representatives and contractors (collectively referred to herein as "Tenant Affiliates"), throughout the term of this Lease, shall be in all respects in compliance with all federal, state and local Laws then governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, release, spillage, leakage, dumping, discharge or disposal of any Hazardous Materials.

(ii) Tenant agrees to indemnify, defend and hold Landlord and its Affiliates (defined below) harmless for, from and against any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorneys' fees and expenses, court costs, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Lease Term directly or indirectly from or in connection with the presence, suspected presence, or release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises, or any portion thereof caused by Tenant or Tenant Affiliates.

(iii) In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any applicable federal, state or local Law, by any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Premises by Tenant or Tenant Affiliates, Landlord shall perform or cause to be performed the Remedial Work in compliance with such Law or order at Tenant's sole cost and expense. All Remedial Work shall be performed by one or more contractors, selected and approved by Landlord, and under the supervision of a consulting engineer, selected by Tenant and approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such contractor(s), the consulting engineer, and Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work.

(iv) Each of the covenants and agreements of Tenant set forth in this Paragraph 6(g) shall survive the expiration or earlier termination of this Lease.

## 7. UTILITIES AND SERVICES

(a) Provided that Tenant is not in default hereunder, Landlord shall furnish, or cause to be furnished to the Premises, the utilities and services described in *Exhibit C* attached hereto, subject to the conditions and in accordance with the standards set forth therein and in this Lease.

(b) Tenant agrees to cooperate fully at all times with Landlord and to comply with all regulations and requirements which Landlord may from time to time prescribe for the use of the utilities and services described herein and in *Exhibit C*. Landlord shall not be liable to Tenant for the failure of any other tenant, or its assignees, subtenants, employees, or their respective invitees, licensees, agents or other representatives to comply with such regulations and requirements.

(c) In the event that Tenant shall require additional electric current, water or gas for use in the Premises and if, in Landlord's judgment, such excess requirements cannot be furnished unless additional risers, conduits, feeders, switchboards and/or appurtenances are installed in the Building, subject to the conditions stated below, Landlord may, at its option, proceed to install the same at the sole cost of Tenant, payable upon demand in advance. The installation of such facilities shall be conditioned upon Landlord's consent, and a determination that the installation and use thereof (i) shall be permitted by applicable Law and insurance regulations, (ii) shall not

cause permanent damage or injury to the Building or adversely affect the value of the Building or the Project, and (iii) shall not cause or create a dangerous or hazardous condition or interfere with or disturb other tenants in the Building. Subject to the foregoing, Landlord may, at its option and upon reasonable prior notice by Tenant, furnish to the Premises additional elevator, heating, air conditioning and/or cleaning services upon such reasonable terms and conditions as shall be determined by Landlord, including payment of Landlord's charge therefor. In the case of any additional utilities or services to be provided hereunder, Landlord may require a switch and metering system to be installed so as to measure the amount of such additional utilities or services. The cost of installation, maintenance and repair thereof shall be paid by Tenant upon demand.

(d) Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement or reduction of Rent, or other liability by reason of any failure to furnish any services or utilities described herein or in *Exhibit C* for any reason, including, without limitation, when caused by accident, breakage, repairs, Alterations or other improvements to the Project, strikes, lockouts or other labor disturbances or labor disputes of any character, governmental regulation, moratorium or other governmental action, inability to obtain electricity, water or fuel, or any other cause beyond Landlord's control. Landlord shall be entitled to cooperate with the energy conservation efforts of governmental agencies or utility suppliers. No such failure, stoppage or interruption of any such utility or service shall be construed as an eviction of Tenant, nor shall the same relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage or interruption thereof, Landlord shall use reasonable efforts to attempt to restore all services promptly. No representation is made by Landlord with respect to the adequacy or fitness of the Building's ventilating, air conditioning or other systems to maintain temperatures as may be required for the operation of any computer, data processing or other special equipment of Tenant. Notwithstanding anything in this Paragraph 7 to the contrary, if an interruption or cessation of a utility service to the Premises from a cause within the reasonable control of Landlord results in the Premises being unusable by Tenant for the conduct of Tenant's business, then Basic Annual Rent shall be abated commencing on that date which is five (5) business days following the date Tenant delivers written notice to Landlord of such interruption and continuing until either such utility service to the Premises is restored or the Premises is again usable for the conduct of Tenant's business. If, however, Tenant reoccupies any portion of the Premises during such abatement period, the Basic Annual Rent allocable to such reoccupied portion, based on the proportion that the Rentable Area of such reoccupied portion of the Premises bears to the total Rentable Area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. Such right to abate Basic Annual Rent shall be Tenant's sole and exclusive remedy at law or in equity against Landlord in the event of an interruption or cessation of a utility service to the Premises.

(e) Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the above standards (including, without limitation, those described in *Exhibit C* for utilities and services.

## **8. NON-LIABILITY AND INDEMNIFICATION OF LANDLORD; INSURANCE**

(a) Landlord shall not be liable for any injury, loss or damage suffered by Tenant or to any person or property occurring or incurred in or about the Premises, the Building or the Project from any cause, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY LANDLORD INDEMNITEE (DEFINED BELOW), BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH LANDLORD INDEMNITEE (DEFINED BELOW). Without limiting the foregoing, neither Landlord nor any of its partners, officers, trustees, affiliates, directors, employees, contractors, agents or representatives (collectively, "Affiliates") shall be liable for and there shall be no abatement of Rent (except in the event of a casualty loss or a condemnation as set forth in Paragraphs 9 and 10 of this Lease) for (i) any damage to Tenant's property stored with or entrusted to Affiliates of Landlord, (ii) loss of or damage to any property by theft or any other wrongful or illegal act, or (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or the Project or from the pipes, appliances, appurtenances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the Building or the Project or from any other cause whatsoever, (iv) any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the Building, whether within or outside of the Project, or (v) any latent or other defect in the Premises, the Building or the Project. Tenant shall give prompt notice to Landlord in the

event of (i) the occurrence of a fire or accident in the Premises or in the Building, or (ii) the discovery of a defect therein or in the fixtures or equipment thereof. This Paragraph 8(a) shall survive the expiration or earlier termination of this Lease.

(b) Tenant hereby agrees to indemnify, protect, defend and hold harmless Landlord and its designated property management company, and their respective partners, members, affiliates and subsidiaries, and all of their respective officers, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "Landlord Indemnities") for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (1) Tenant's construction of or use, occupancy or enjoyment of the Premises or the Building, any activity, work or other things done, permitted or suffered by Tenant and its agents and employees in or about the Premises or the Building, (3) any breach or default in the performance of any of Tenant's obligations under this Lease, (4) any act, omission, negligence or willful misconduct of Tenant or any of its agents, contractors, employees, business invitees or licensees, or (5) any damage to Tenant's property, or the property of Tenant's agents, employees, contractors, business invitees or licensees, located in or about the Premises or the Building (collectively, "Liabilities"); EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY LANDLORD INDEMNITEE, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH LANDLORD INDEMNITEE. This Paragraph 8(b) shall survive the expiration or earlier termination of this Lease.

(c) Tenant shall promptly advise Landlord in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Tenant, at Tenant's expense, shall assume on behalf of each and every Landlord Indemnatee and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to Landlord; provided, however, that any Landlord Indemnatee shall have the right, at its option, to be represented therein by advisory counsel of its own selection and at its own expense. In the event of failure by Tenant to fully perform in accordance with this Paragraph, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may so perform, but all costs and expenses so incurred by Landlord in that event shall be reimbursed by Tenant to Landlord, together with interest on the same from the date any such expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject. The indemnification provided in Paragraph 8(b) shall not be limited to damages, compensation or benefits payable under insurance policies, workers' compensation acts, disability benefit acts or other employees' benefit acts.

(d) Insurance.

(i) Tenant at all times during the Lease Term shall, at its own expense, keep in full force and effect (A) commercial general liability insurance providing coverage against bodily injury and disease, including death resulting therefrom, bodily injury and property damage to a combined single limit of \$1,000,000 to one or more than one person as the result of any one accident or occurrence, which shall include provision for contractual liability coverage insuring Tenant for the performance of its indemnity obligations set forth in this Paragraph 8 and in Paragraph 6(g)(ii) of this Lease, (B) worker's compensation insurance to the statutory limit, if any, and employer's liability insurance to the limit of \$500,000 per occurrence, (C) All Risk or special purpose personal property insurance covering full replacement value of all of Tenant's personal property, trade fixtures and improvements in the Premises and (D) flood insurance covering full replacement value of all of Tenant's personal property, trade fixtures and improvements in the Premises. Landlord and its designated property management firm shall be named an additional insured on each of said policies (excluding the worker's compensation policy) and said policies shall be issued by an insurance company or companies authorized to do business in the State and which have policyholder ratings not lower than "A-" and financial ratings not lower than "VII" in Best's Insurance Guide (latest edition in effect as of the Date of Lease and subsequently in effect as of the date of renewal of the required policies). EACH OF SAID POLICIES SHALL ALSO INCLUDE A WAIVER OF SUBROGATION PROVISION OR ENDORSEMENT IN FAVOR OF LANDLORD, AND AN ENDORSEMENT PROVIDING THAT LANDLORD SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION OF, NONRENEWAL OF, REDUCTION OF COVERAGE OR MATERIAL

CHANGE IN COVERAGE ON SAID POLICIES. Tenant hereby waives its right of recovery against any Landlord Indemnitee of any amounts paid by Tenant or on Tenant's behalf to satisfy applicable worker's compensation laws. The policies or duly executed certificates showing the material terms for the same, together with satisfactory evidence of the payment of the premiums therefor, shall be deposited with Landlord prior to the date Tenant first occupies the Premises and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. If certificates are supplied rather than the policies themselves, Tenant shall allow Landlord, at all reasonable times, to inspect the policies of insurance required herein.

(ii) It is expressly understood and agreed that the coverages required represent Landlord's minimum requirements and such are not to be construed to void or limit Tenant's obligations contained in this Lease, including without limitation Tenant's indemnity obligations hereunder. Neither shall (A) the insolvency, bankruptcy or failure of any insurance company carrying Tenant, (B) the failure of any insurance company to pay claims occurring nor (C) any exclusion from or insufficiency of coverage be held to affect, negate or waive any of Tenant's indemnity obligations under this Paragraph 8 and Paragraph 6(g)(ii) or any other provision of this Lease. With respect to insurance coverages, except worker's compensation, maintained hereunder by Tenant and insurance coverages separately obtained by Landlord, all insurance coverages afforded by policies of insurance maintained by Tenant shall be primary insurance as such coverages apply to Landlord, and such insurance coverages separately maintained by Landlord shall be excess, and Tenant shall have its insurance policies so endorsed. The amount of liability insurance under insurance policies maintained by Tenant shall not be reduced by the existence of insurance coverage under policies separately maintained by Landlord. Tenant shall be solely responsible for any premiums, assessments, penalties, deductible assumptions, retentions, audits, retrospective adjustments or any other kind of payment due under its policies.

(iii) Tenant's occupancy of the Premises without delivering the certificates of insurance shall not constitute a waiver of Tenant's obligations to provide the required coverages. If Tenant provides to Landlord a certificate that does not evidence the coverages required herein, or that is faulty in any respect, such shall not constitute a waiver of Tenant's obligations to provide the proper insurance.

(iv) Throughout the Lease Term, Landlord agrees to maintain (i) fire and extended coverage insurance on the insurable portions of Building and the remainder of the Project in an amount not less than the fair replacement value thereof, subject to reasonable deductibles (ii) boiler and machinery insurance amounts and with deductibles that would be considered standard for similar class office buildings in the metropolitan area in which the Project is situated and (iii) commercial general liability insurance with a combined single limit coverage of at least \$1,000,000.00 per occurrence. All such insurance shall be obtained from insurers Landlord reasonably believes to be financially responsible in light of the risks being insured. The premiums for any such insurance shall be a part of Operating Costs.

(e) Mutual Waivers of Recovery. Landlord, Tenant, and all parties claiming under them, each mutually release and discharge each other from responsibility for that portion of any loss or damage paid or reimbursed by an insurer of Landlord or Tenant under any fire, extended coverage or other property insurance policy maintained by Tenant with respect to its Premises or by Landlord with respect to the Building or the Project (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect), no matter how caused, including negligence, and each waives any right of recovery from the other including, but not limited to, claims for contribution or indemnity, which might otherwise exist on account thereof. Any fire, extended coverage or property insurance policy maintained by Tenant with respect to the Premises, or Landlord with respect to the Building or the Project, shall contain, in the case of Tenant's policies, a waiver of subrogation provision or endorsement in favor of Landlord, and in the case of Landlord's policies, a waiver of subrogation provision or endorsement in favor of Tenant, or, in the event that such insurers cannot or shall not include or attach such waiver of subrogation provision or endorsement, Tenant and Landlord shall obtain the approval and consent of their respective insurers, in writing, to the terms of this Lease. Tenant agrees to indemnify, protect, defend and hold harmless each and all of the Landlord Indemnitees from and against any claim, suit or cause of action asserted or brought by Tenant's insurers for, on behalf of, or in the name of Tenant, including, but not limited to, claims for contribution, indemnity or subrogation, brought in contravention of this paragraph. The mutual releases, discharges and waivers contained in this provision shall apply EVEN IF THE LOSS OR DAMAGE TO WHICH THIS

PROVISION APPLIES IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD OR TENANT.

(f) Business Interruption. Landlord shall not be responsible for, and Tenant releases and discharges Landlord from, and Tenant further waives any right of recovery from Landlord for, any loss for or from business interruption or loss of use of the Premises suffered by Tenant in connection with Tenant's use or occupancy of the Premises, EVEN IF SUCH LOSS IS CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF LANDLORD.

(g) Adjustment of Claims. Tenant shall cooperate with Landlord and Landlord's insurers in the adjustment of any insurance claim pertaining to the Building or the Project or Landlord's use thereof.

(h) Increase in Landlord's Insurance Costs. Tenant agrees to pay to Landlord any increase in premiums for Landlord's insurance policies resulting from Tenant's use or occupancy of the Premises.

(i) Failure to Maintain Insurance. Any failure of Tenant to obtain and maintain the insurance policies and coverages required hereunder or failure by Tenant to meet any of the insurance requirements of this Lease shall constitute an event of default hereunder, and such failure shall entitle Landlord to pursue, exercise or obtain any of the remedies provided for in Paragraph 12(b), and Tenant shall be solely responsible for any loss suffered by Landlord as a result of such failure. In the event of failure by Tenant to maintain the insurance policies and coverages required by this Lease or to meet any of the insurance requirements of this Lease, Landlord, at its option, and without relieving Tenant of its obligations hereunder, may obtain said insurance policies and coverages or perform any other insurance obligation of Tenant, but all costs and expenses incurred by Landlord in obtaining such insurance or performing Tenant's insurance obligations shall be reimbursed by Tenant to Landlord, together with interest on same from the date any such cost or expense was paid by Landlord until reimbursed by Tenant, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of this Lease is subject.

## 9. FIRE OR CASUALTY

(a) Subject to the provisions of this Paragraph 9, in the event the Premises, or access thereto, is wholly or partially destroyed by fire or other casualty, Landlord shall (to the extent permitted by Law and covenants, conditions and restrictions then applicable to the Project) rebuild, repair or restore the Premises and access thereto substantially the same condition as existing immediately prior to such destruction and this Lease shall continue in full force and effect. Notwithstanding the foregoing, (i) Landlord's obligation to rebuild, repair or restore the Premises shall not apply to any personal property, above-standard tenant improvements or other items installed or contained in the Premises, and (ii) Landlord shall have no obligation whatsoever to rebuild, repair or restore the Premises with respect to any damage or destruction occurring during the last twelve (12) months of the term of this Lease or any extension of the term.

(b) Landlord may elect to terminate this Lease in any of the following cases, of damage or destruction to the Premises, the Building or the Project: (i) where the cost of rebuilding, repairing and restoring (collectively, "Restoration") of the Building or the Project, would, regardless of the lack of damage to the Premises or access thereto, in the reasonable opinion of Landlord, exceed twenty percent (20%) of the then replacement cost of the Building; (ii) where, in the case of any damage or destruction to any portion of the Building or the Project by uninsured casualty, the cost of Restoration of the Building or the Project, in the reasonable opinion of Landlord, exceeds \$500,000; or (iii) where, in the case of any damage or destruction to the Premises or access thereto by uninsured casualty, the cost of Restoration of the Premises or access thereto, in the reasonable opinion of Landlord, exceeds twenty percent (20%) of the replacement cost of the Premises. Any such termination shall be made by thirty (30) days' prior written notice to Tenant given within ninety (90) days of the date of such damage or destruction. If this Lease is not terminated by Landlord and as the result of any damage or destruction, the Premises, or a portion thereof, are rendered untenable, the Basic Annual Rent shall abate reasonably during the period of Restoration (based upon the extent to which such damage and Restoration materially interfere with Tenant's business in the Premises); provided however, Tenant shall have the right to terminate this Lease if more than thirty percent (30%) of the Premises are rendered untenable for a period of one hundred eighty (180) days after the date of damage or destruction (the "180 Day Period") by delivering written notice to Landlord of its intent to terminate this Lease after the 180 Day Period but prior to the substantial completion of the Restoration of the Building. This Lease shall be

considered an express agreement governing any case of damage to or destruction of the Premises, the Building or the Project.

## 10. EMINENT DOMAIN

In the event the whole of the Premises, the Building or the Project shall be taken under the power of eminent domain, or sold to prevent the exercise thereof (collectively, a "Taking"), this Lease shall automatically terminate as of the date of such Taking. In the event a Taking of a portion of the Project, the Building or the Premises shall, in the reasonable opinion of Landlord, substantially interfere with Landlord's operation thereof, Landlord may terminate this Lease upon thirty (30) days' written notice to Tenant given at any time within sixty (60) days following the date of such Taking. If all or a material portion of the Premises is Taken and such Taking is of such a magnitude or extent or nature as to render thirty percent (30%) or more of the Premises permanently untenable, then Tenant may terminate this Lease as to either the untenable portion of the Premises or as to the entire Premises by delivering written notice thereof to Landlord within sixty (60) days of such Taking, which termination shall be effective as of the date possession of such portion of the Premises is so Taken. For purposes of this Lease, the date of Taking shall be the earlier of the date of transfer of title resulting from such Taking or the date of transfer of possession resulting from such Taking. In the event that a portion of the Premises is so taken and this Lease is not terminated, Landlord shall, with reasonable diligence, use commercially reasonable efforts to proceed to restore (to the extent permitted by Law and covenants, conditions and restrictions then applicable to the Project) the Premises (other than Tenant's personal property and fixtures, and above standard tenant improvements) to a complete, functioning unit. In such case, the Rent shall be reduced proportionately based on the portion of the Premises so taken. Notwithstanding anything in this Paragraph 10 to the contrary, if all or any portion of the Premises is the subject of a temporary Taking, this Lease shall remain in full force and effect and Tenant shall continue to perform each of its obligations under this Lease; in such case, Tenant shall be entitled to receive the entire award allocable to the temporary Taking of the Premises. Except as provided herein, Tenant shall not assert any claim against Landlord or the condemning authority for, and hereby assigns to Landlord, any compensation in connection with any such Taking, and Landlord shall be entitled to receive the entire amount of any award therefor, with appropriate deduction for any estate or interest of Tenant. Nothing contained in this Paragraph 10 shall be deemed to give Landlord any interest in, or prevent Tenant from seeking any award against the condemning authority for the Taking of personal property, fixtures, above standard tenant improvements of Tenant or for relocation or moving expenses recoverable by Tenant from the condemning authority. This Paragraph 10 shall be Tenant's sole and exclusive remedy in the event of a Taking.

## 11. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, assign, sublet, mortgage, hypothecate or otherwise encumber all or any portion of its interest in this Lease or in the Premises or grant any license in or suffer any person other than Tenant or its employees to use or occupy the Premises or any part thereof without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such attempted assignment, subletting, license, mortgage, hypothecation, other encumbrance or other use or occupancy without the consent of Landlord shall be null and void and of no effect. Any mortgage, hypothecation or encumbrance of all or any portion of Tenant's interest in this Lease or in the Premises and any grant of a license or sufferance of any person other than Tenant or its employees to use or occupy the Premises or any part thereof shall be deemed to be an "assignment" of this Lease. In addition, as used in this Paragraph 11, the term "Tenant" shall also mean any entity that has guaranteed Tenant's obligations under this Lease, and the restrictions applicable to Tenant contained herein shall also be applicable to such guarantor. Landlord's agreement to not unreasonably withhold its consent shall only apply to the first assignment or sublease under the Lease.

(b) No permitted assignment or subletting shall relieve Tenant of its obligation to pay the Rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any subletting or assignment. Consent by Landlord to one subletting or assignment shall not be deemed to constitute a consent to any other or subsequent attempted subletting or assignment. If Tenant desires at any time to assign this Lease or to sublet the Premises or any portion thereof, it shall first notify Landlord of its desire to do so and shall submit in writing to Landlord all pertinent information relating to the proposed assignee or sublessee, all pertinent

information relating to the proposed assignment or sublease, and all such financial information as Landlord may reasonably request concerning the proposed assignee or subtenant. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease.

(c) At any time within thirty (30) days after Landlord's receipt of the information specified in subparagraph (b) above, Landlord may by written notice to Tenant elect to terminate this Lease as to the portion of the Premises so proposed to be subleased or assigned (which may include all of the Premises), with a proportionate abatement in the Rent payable hereunder, and enter into a new and separate lease directly with the proposed subtenant or assignee.

(d) Tenant acknowledges that it shall be reasonable for Landlord to withhold its consent to a proposed assignment or sublease in any of the following instances:

- (i) The assignee or sublessee is not, in Landlord's reasonable opinion, sufficiently creditworthy to perform the obligations such assignee or sublessee will have under this Lease;
- (ii) The intended use of the Premises by the assignee or sublessee is not the same as set forth in this Lease or otherwise reasonably satisfactory to Landlord;
- (iii) The intended use of the Premises by the assignee or sublessee would materially increase the pedestrian or vehicular traffic to the Premises or the Building;
- (iv) The assignee or sublessee is then negotiating with Landlord or has negotiated with Landlord within the previous six (6) months, or is a current tenant or subtenant within the Building or Project;
- (v) Occupancy of the Premises by the assignee or sublessee would, in the good faith judgment of Landlord, violate any agreement binding upon Landlord, the Building or the Project with regard to the identity of tenants, usage in the Building, or similar matters;
- (vi) The identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Building or Project; or
- (vii) In the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease.

The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease.

(e) Notwithstanding any assignment or subletting, Tenant and any guarantor or surety of Tenant's obligations under this Lease shall at all times during the initial term and any subsequent renewals or extensions remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease. In the event that the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment, plus any bonus or other consideration therefor or incident thereto) exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord, as additional rent hereunder, all such excess Rent and other excess consideration within ten (10) days following receipt thereof by Tenant.

(f) If this Lease is assigned or if the Premises is subleased (whether in whole or in part), or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest, or grant of any concession or license within the Premises, or if the Premises are occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect Rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next Rent payable hereunder; and all such

Rent collected by Tenant shall be held in deposit for Landlord and immediately forwarded to Landlord. No such transaction or collection of Rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

(g) Should Tenant request of Landlord the right to assign or sublet, Landlord shall charge Tenant Seven Hundred Fifty and No/100 Dollars (\$750.00) as an administration fee.

(h) Notwithstanding any provision of this Lease to the contrary, in the event this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute the property of Tenant or Tenant's estate within the meaning of the Bankruptcy Code. All such money and other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

## 12. DEFAULT

(a) Events of Default. The following shall constitute an event of default under this Lease: (i) Tenant shall fail to pay Rent or any other rental or sums payable by Tenant hereunder when due; (ii) Tenant shall fail to comply with or observe any other provision of this Lease and such failure shall continue for ten (10) business days (or if such default cannot reasonably be cured within such period, then within such additional time as shall be necessary to cure the default, provided Tenant has commenced to cure within such ten (10) business day period and is diligently pursuing such cure) after written notice to Tenant (or, in the case of Tenant's failure to comply with or observe any other single provision of this Lease more than three (3) times during the Lease Term, upon the occurrence of the fourth and all subsequent such failures, without notice from Landlord); (iii) Tenant or any guarantor of Tenant's obligations hereunder shall make a general assignment for the benefit of creditors; (iv) any petition shall be filed by or against Tenant or any guarantor of Tenant's obligations hereunder under the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, and such petition shall not be dismissed within sixty (60) days of filing, or Tenant or any guarantor of Tenant's obligations hereunder shall be adjudged bankrupt or insolvent in proceedings filed thereunder; (v) a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder, and such appointment shall not be vacated or otherwise terminated, and the action in which such appointment was ordered dismissed, within sixty (60) days of filing; (vi) Tenant shall fail to take possession of or shall desert, abandon or vacate the Premises; (vii) the death of any guarantor; or (viii) the occurrence of an event described in clause (iv) or (v) of this Paragraph (without regard to any cure periods contained therein), and the failure thereafter of Tenant (A) to timely and fully make any payment of Rent or any other sum of money due hereunder or (B) to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder.

(b) Remedies. Upon the occurrence of any event of default specified in this Lease, Landlord shall have the option to pursue any (i) one or more of the following remedies without any notice or demand whatsoever and without releasing Tenant from any obligation under this Lease; or (ii) other remedy offered Landlord in law or in equity (including, but not limited to, seeking declaratory, injunctive or other equitable relief, specifically enforcing this Lease or seeking specific performance of this Lease, restraining or enjoining a violation or breach of this Lease and suing for and collecting any unpaid rent):

(i) Landlord may enter the Premises without terminating this Lease and perform any covenant or agreement or cure any condition creating or giving rise to an event of default under this Lease and Tenant shall pay to Landlord on demand, as additional rent, the amount expended by Landlord in performing such covenants or agreements or satisfying or observing such condition. Landlord, or its agents or employees, shall have the right to enter the Premises, and such entry and such performance shall not terminate this Lease or constitute an eviction of Tenant.

(ii) Landlord may terminate this Lease by written notice to Tenant (and not otherwise) or Landlord may terminate Tenant's right of possession without terminating this Lease. In either of such events Tenant shall surrender possession of and vacate the Premises immediately and deliver possession



thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter the Premises, in whole or in part, with or without process of law and to expel or remove Tenant and any other person, firm or entity who may be occupying the Premises or any part thereof and remove any and all property therefrom, using such lawful force as may be necessary.

(iii) In the event Landlord elects to re-enter or take possession of the Premises after Tenant's default, with or without terminating this Lease, Landlord may change locks or alter security devices and lock out, expel or remove Tenant and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages.

(iv) Notwithstanding anything herein to the contrary, if Landlord terminates Tenant's right to possession without terminating this Lease after an event of default, Landlord shall, if required by State law, use commercially reasonable efforts to relet the Premises. However, Landlord and Tenant agree that in determining whether Landlord is exercising commercially reasonable efforts, all criteria utilized by landlords, including, without limitation, the following, shall be considered: (i) Landlord shall have the right to first lease other space owned or controlled by it in or around the Building and the Project; (ii) Landlord shall not be obligated to lease the Premises for any use which violates a then existing "exclusive" in the Building or which competes with any other then existing tenant in the Building; (iii) Landlord shall not be obligated to lease the Premises for any use which would result in an inappropriate tenant mix, as determined by Landlord; (iv) Landlord shall not be obligated to lease the Premises for any use which is not commonly found in similar Buildings or for any use which, in Landlord's reasonable opinion, would be inappropriate for the Building or the Project; (v) Landlord shall not be obligated to lease the Premises if the parking requirements for the proposed use exceed the parking requirements for the use provided for in the Lease; (vi) any proposed tenant or proposed use must meet all of Landlord's leasing criteria, including, without limitation, financial strength and operating experience.

(v) Notwithstanding any prior election by Landlord to not terminate this Lease, Landlord may at any time, including subsequent to any re-entry or taking of possession of the Premises as allowed hereinabove, elect to terminate this Lease. Tenant shall be liable for and shall immediately pay to Landlord the amount of all Basic Annual Rent and other sums of money due under this Lease as may have accrued as of the date of termination. Regardless of whether Landlord has elected to terminate this Lease or not, Landlord may also elect to accelerate all remaining Rent due under this Lease and Tenant shall immediately pay to Landlord an amount of money equal to the Basic Annual Rent and all other amounts due for the remaining portion of the Lease Term. Tenant agrees that payment of the accelerated Rent remaining due under this Lease shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute a payment in advance of the Rent for remainder of the Term. Provided however, the amount of accelerated Rent shall be discounted to the present value based upon the discount rate of the Federal Reserve Bank of the District within which the Leased Premises are located at the time of award. In the event Tenant pays Landlord the accelerated Rent owing under the remaining Term of this Lease, Tenant shall receive from Landlord all rents received by Landlord from other tenants occupying the Premises during the remaining Term of this Lease, provided, however, that the monies to which the Tenant shall become so entitled shall in no event exceed the entire amount paid by Tenant to Landlord as accelerated Rent and Landlord shall first deduct all expenses it incurs in collecting such rent such as leasing commissions, tenant improvements, attorney's fees, etc..

(vi) In addition to any sum provided to be paid above, Tenant shall also be liable for and shall immediately pay to Landlord all broker's fees incurred by Landlord in connection with any reletting of the whole or any part of the Premises, the costs of removing and storing Tenant's or any other occupant's property, the cost of repairing, altering, remodeling, renovating or otherwise putting the Premises into a condition acceptable to a new tenant or tenants, the cost of removal and replacement of Tenant's signage and all reasonable expenses by Landlord in enforcing Landlord's remedies, including reasonable attorneys' fees.

(vii) Landlord may apply Tenant's Security Deposit to the extent necessary to make good any rent arrearage, to pay the cost of remedying Tenant's default or to reimburse Landlord for expenditures made or damages suffered as a consequence of Tenant's default, without prejudice to any other remedies

Landlord may have under this Lease. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount.

(viii) Except as otherwise required by State law, nothing contained in this Paragraph 12(b) shall be construed as imposing any enforceable duty upon Landlord to relet the Premises or otherwise mitigate or minimize Landlord's damages by virtue of a Tenant default. Subject to the foregoing, Landlord shall not be liable in any manner, nor shall Tenant's obligations hereunder be diminished, by the failure of Landlord to relet the Premises, or in the event of reletting to collect rent.

(c) Effect of Suit or Partial Collection. Institution of an unlawful detainer action to recover possession of and re-enter the Premises shall not be construed to be an election by Landlord to terminate this Lease. Landlord may collect and receive any Rent due from Tenant and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive or alter the rights or remedies which Landlord may have at law or in equity or by virtue of this Lease at the time of such payment.

(d) Remedies Cumulative. All rights and remedies of Landlord herein or existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other.

(e) Late Payment Charge and Interest Payable. Landlord may, without further notice to Tenant, impose a late payment charge equal to three percent (3%) of any amount due if any amount due under this Lease is not paid within five (5) days from the date required to be paid hereunder. In addition, any payment due under this Lease not paid within ten (10) days after the date herein specified to be paid shall bear interest from the date such payment is due to the date of actual payment at the rate of twelve percent (12%) per annum or the highest lawful rate of interest permitted by the State or federal law, whichever rate of interest is lower.

(f) Cashier's Check. If Tenant fails to timely make two (2) consecutive payments of Basic Annual Rent or any two (2) such payments are returned for insufficient funds, then, in addition to any other remedy Landlord may have, Landlord may require that all future payments be made by cashier's check or money order.

### 13. ACCESS; CONSTRUCTION

Landlord reserves the right to use the roof and exterior walls of the Premises and the area beneath, adjacent to and above the Premises, together with the right to install, use, maintain, repair, replace and relocate equipment, machinery, meters, pipes, ducts, plumbing, conduits and wiring through the Premises, which serve other portions of the Building or the Project in a manner and in locations which do not unreasonably interfere with Tenant's use of the Premises. In addition, Landlord shall have free access to any and all mechanical installations of Landlord or Tenant, including, without limitation, machine rooms, telephone rooms and electrical closets. Tenant agrees that there shall be no construction of partitions or other obstructions which materially interfere with or which threaten to materially interfere with Landlord's free access thereto, or materially interfere with the moving of Landlord's equipment to or from the enclosures containing said installations. Upon at least twenty-four (24) hours' prior notice (except in the event of an emergency, when no notice shall be necessary), Landlord reserves and shall at any time and all times have the right to enter the Premises to inspect the same, to supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to exhibit the Premises to prospective purchasers, lenders or, during the last year of the Initial Term, tenants, to post notices of non-responsibility, to alter, improve, restore, rebuild or repair the Premises or any other portion of the Building, or to do any other act permitted or contemplated to be done by Landlord hereunder, all without being deemed guilty of an eviction of Tenant and without liability for abatement of Rent or otherwise. For such purposes, Landlord may also erect scaffolding and other necessary structures where reasonably required by, the character of the work to be performed. Landlord shall conduct all such inspections and/or improvements, alterations and repairs so as to minimize, to the extent reasonably practical and without additional expense to Landlord, any interruption of or interference with the business of Tenant. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of such purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises (excluding Tenant's server room, other secured areas, vaults and safes, access to which shall be provided

by Tenant upon Landlord's reasonable request). Landlord shall have the right to use any and all means which Landlord may deem proper in an emergency in order to obtain entry to the Premises or any portion thereof, and Landlord shall have the right, at any time during the Lease Term, to provide whatever access control measures it deems reasonably necessary to the Project, without any interruption or abatement in the payment of Rent by Tenant. Any entry into the Premises obtained by Landlord by any of such means shall not under any circumstances be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or any eviction of Tenant from the Premises or any portion thereof. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, Alterations or decorations to the Premises or the Project except as otherwise expressly agreed to be performed by Landlord pursuant to the provisions of this Lease.

#### 14. BANKRUPTCY

(a) If at any time on or before the Commencement Date there shall be filed by or against Tenant in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee or conservator of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, this Lease shall ipso facto be canceled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any applicable law or by an order of any court, tribunal, administrative agency or any other forum having jurisdiction, shall be entitled to possession of the Premises and Landlord, in addition to the other rights and remedies given by Paragraph 12 hereof or by virtue of any other provision contained in this Lease or by virtue of any applicable law, may retain as damages any Rent, Security Deposit or moneys received by it from Tenant or others on behalf of Tenant.

(b) If, after the Commencement Date, or if at any time during the term of this Lease, there shall be filed against Tenant in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee or conservator of all or a portion of Tenant's property, and the same is not dismissed after sixty (60) calendar days, or if Tenant makes an assignment for the benefit of creditors, this Lease, at the option of Landlord exercised within a reasonable time after notice of the happening of any one or more of such events, may be canceled and terminated and in such event neither Tenant nor any person claiming through or under Tenant or by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises, but shall forthwith quit and surrender the Premises, and Landlord, in addition to the other rights and remedies granted by Paragraph 12 hereof or by virtue of any other provision contained in this Lease or by virtue of any applicable law, may retain as damages any Rent, Security Deposit or moneys received by it from Tenant or others on behalf of Tenant.

(c) In the event of the occurrence of any of those events specified in this Paragraph 14, if Landlord shall not choose to exercise, or by applicable law, shall not be able to exercise, its rights hereunder to terminate this Lease upon the occurrence of such events, then, in addition to any other rights of Landlord hereunder or by virtue of applicable law, (i) Landlord shall not be obligated to provide Tenant with any of the utilities or services specified in Paragraph 7, unless Landlord has received compensation in advance for such utilities or services, and the parties agree that Landlord's reasonable estimate of the compensation required with respect to such services shall control, and (ii) neither Tenant, as debtor-in-possession, nor any trustee or other person (hereinafter collectively referred to as the "Assuming Tenant") shall be entitled to assume this Lease unless on or before the date of such assumption, the Assuming Tenant (x) cures, or provides adequate assurance that the latter will promptly cure, any existing default under this Lease, (y) compensates, or provides adequate assurance that the Assuming Tenant will promptly compensate Landlord for any pecuniary loss (including, without limitation, attorneys' fees and disbursements) resulting from such default, and (z) provides adequate assurance of future performance under this Lease, it being covenanted and agreed by the parties that, for such purposes, any cure or compensation shall be effected by the immediate payment of any monetary default or any required compensation, or the immediate correction or bonding of any nonmonetary default. For purposes of this Lease, (i) any "adequate assurance" of such cure or compensation shall be effected by the establishment of an escrow fund for the amount at issue or by the issuance of a bond, and (ii) "adequate assurance" of future performance shall be effected by the establishment of an escrow fund for the amount at issue or by the issuance of a bond.

#### 15. SUBSTITUTION OF PREMISES

Landlord reserves the right, at its option, and upon giving thirty (30) days written notice in advance to Tenant, to transfer and remove the Tenant from the Premises to any other available area of comparable size and equivalent rental in the Building or Project of which the Premises are a part. Landlord shall bear the expense of said relocation necessary to make the new space conform with the original space covered by this Lease.

#### **16. SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATES**

(a) Tenant agrees that this Lease and the rights of Tenant hereunder shall be subject and subordinate to any and all deeds of trust, security interests, mortgages, master leases, ground leases or other security documents and any and all modifications, renewals, extensions, consolidations and replacements thereof (collectively, "Security Documents") which now or hereafter constitute a lien upon or affect the Project, the Building or the Premises. Such subordination shall be effective without the necessity of the execution by Tenant of any additional document for the purpose of evidencing or effecting such subordination. In addition, Landlord shall have the right to subordinate or cause to be subordinated any such Security Documents to this Lease and in such case, in the event of the termination or transfer of Landlord's estate or interest in the Project by reason of any termination or foreclosure of any such Security Documents, Tenant shall, notwithstanding such subordination, attorn to and become the Tenant of the successor in interest to Landlord at the option of such successor in interest, provided such successor expressly agrees in writing to be bound to all future obligations by the terms of this Lease. Furthermore, Tenant shall within fifteen (15) days of demand therefor execute any instruments or other documents which may be required by Landlord or the holder of any Security Document and specifically shall execute, acknowledge and deliver within fifteen (15) days of demand therefor a subordination of lease or subordination of deed of trust, in the form required by the holder of the Security Document requesting the document; the failure to do so by Tenant within such time period shall be a material default hereunder; provided, however, the new landlord or the holder of any Security Document shall agree that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease.

(b) If any proceeding is brought for default under any ground or master lease to which this Lease is subject or in the event of foreclosure or the exercise of the power of sale under any mortgage, deed of trust or other Security Document made by Landlord covering the Premises, at the election of such ground lessor, master lessor or purchaser at foreclosure, Tenant shall attorn to and recognize the same as Landlord under this Lease, provided such successor expressly agrees in writing to be bound to all future obligations by the terms of this Lease, and if so requested, Tenant shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired term of this Lease then remaining).

(c) Tenant shall, upon not less than fifteen (15) days' prior notice by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying to those facts for which certification has been requested by Landlord or any current or prospective purchaser, holder of any Security Document, ground lessor or master lessor, including, but without limitation, that (i) this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which the Basic Annual Rent, Additional Rent and other charges hereunder have been paid, if any, and (iii) whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, condition or agreement contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge. The form of the statement or estoppel certificate shall be that of the Landlord and/or Landlord's lender. Tenant's failure to execute and deliver such statement within such time shall, at the option of Landlord, constitute a material default under this Lease and, in any event, shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord in any such certificate prepared by Landlord and delivered to Tenant for execution. Any statement delivered pursuant to this Paragraph 16 may be relied upon by any prospective purchaser of the fee of the Building or the Project or any mortgagee, ground lessor or other like encumbrance thereof or any assignee of any such encumbrance upon the Building or the Project.

#### **17. SALE BY LANDLORD; TENANT'S REMEDIES; NONRECOURSE LIABILITY**

(a) In the event of a sale or conveyance by Landlord of the Building or the Project, Landlord shall be released from any and all liability under this Lease, provided Landlord's successor expressly agrees in writing to be bound to all future obligations by the terms of this Lease. If the Security Deposit has been made by Tenant prior to

such sale or conveyance, Landlord shall transfer the Security Deposit to the purchaser, and upon delivery to Tenant of notice thereof, Landlord shall be discharged from any further liability in reference thereto.

(b) Landlord shall not be in default of any obligation of Landlord hereunder unless Landlord fails to perform any of its obligations under this Lease within thirty (30) days after receipt of written notice of such failure from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be in default if Landlord commences to cure such default within the thirty (30) day period and thereafter diligently prosecutes the same to completion. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter, provided Landlord's successor expressly agrees in writing to be bound to all future obligations by the terms of this Lease. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

(c) Any liability of Landlord for a default by Landlord under this Lease, or a breach by Landlord of any of its obligations under the Lease, shall be limited solely to its interest in the Project, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord. Tenant's sole and exclusive remedy for a default or breach of this Lease by Landlord shall be either (i) an action for damages, or (ii) an action for injunctive relief; Tenant hereby waiving and agreeing that Tenant, shall have no offset rights or right to terminate this Lease on account of any breach or default by Landlord under this Lease. Under no circumstances whatsoever shall Landlord ever be liable for punitive, consequential or special damages under this Lease and Tenant waives any rights it may have to such damages under this Lease in the event of a breach or default by Landlord under this Lease.

(d) As a condition to the effectiveness of any notice of default given by Tenant to Landlord, Tenant shall also concurrently give such notice under the provisions of Paragraph 17(b) to each beneficiary under a Security Document encumbering the Project of whom Tenant has received written notice (such notice to specify the address of the beneficiary). In the event Landlord shall fail to cure any breach or default within the time period specified in subparagraph (b), then prior to the pursuit of any remedy therefor by Tenant, each such beneficiary shall have an additional thirty (30) days within which to cure such default, or if such default cannot reasonably be cured within such period, then each such beneficiary shall have such additional time as shall be necessary to cure such default, provided that within such thirty (30) day period, such beneficiary has commenced and is diligently pursuing the remedies available to it which are necessary to cure such default (including, without limitation, as appropriate, commencement of foreclosure proceedings).

## 18. PARKING; COMMON AREAS

(a) Tenant shall have the right to the nonexclusive use of the number of parking spaces located in the parking areas of the Project specified in *Item 13* of the Basic Lease Provisions, if any, for the parking of operational motor vehicles used by Tenant, its officers, invitees, and employees only. Landlord reserves the right, at any time upon written notice to Tenant, to designate the location of Tenant's parking spaces as determined by Landlord in its reasonable discretion. The use of such spaces shall be subject to the rules and regulations adopted by Landlord from time to time for the use of the parking areas. Landlord further reserves the right to make such changes to the parking system as Landlord may deem necessary or reasonable from time to time; i.e., Landlord may provide for one or a combination of parking systems, including, without limitation, self-parking, single or double stall parking spaces, and valet assisted parking. Tenant agrees that Tenant, its officers and employees shall not be entitled to park in any reserved or specially assigned areas designated by Landlord from time to time in the Project's parking areas. Landlord may require execution of an agreement with respect to the use of such parking areas by Tenant and/or its officers and employees in form satisfactory to Landlord as a condition of any such use by Tenant, its officers and employees. A default by Tenant, its officers or employees in the payment of such charges, the compliance with such rules and regulations, or the performance of such agreement(s) shall constitute a material default by Tenant hereunder. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's officers, employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Paragraph, then Landlord shall have the right, without notice, in addition to such other rights and

remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

(b) Subject to subparagraph (c) below and the remaining provisions of this Lease, Tenant shall have the nonexclusive right, in common with others, to the use of such entrances, lobbies, restrooms, elevators, ramps, drives, stairs, and similar access ways and service ways and other common areas and facilities in and adjacent to the Building and the Project as are designated from time to time by Landlord for the general nonexclusive use of Landlord, Tenant and the other tenants of the Project and their respective employees, agents, representatives, licensees and invitees ("**Common Areas**"). The use of such Common Areas shall be subject to the rules and regulations contained herein and the provisions of any covenants, conditions and restrictions affecting the Building or the Project. Tenant shall keep all of the Common Areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operations, and shall use the Common Areas only for normal activities, parking and ingress and egress by Tenant and its employees, agents, representatives, licensees and invitees to and from the Premises, the Building or the Project. If, in the reasonable opinion of Landlord, unauthorized persons are using the Common Areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action or proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of any of said areas by unauthorized persons. Landlord reserves the right to make such changes, alterations, additions, deletions, improvements, repairs or replacements in or to the Building, the Project (including the Premises) and the Common Areas as Landlord may reasonably deem necessary or desirable, including, without limitation, constructing new buildings and making changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading areas, landscaped areas and walkways; provided, however, that there shall be no unreasonable permanent obstruction of access to or use of the Premises resulting therefrom. In the event that the Project is not completed on the date of execution of this Lease, Landlord shall have the sole judgment and discretion to determine the architecture, design, appearance, construction, workmanship, materials and equipment with respect to construction of the Project. Notwithstanding any provision of this Lease to the contrary, the Common Areas shall not in any event be deemed to be a portion of or included within the Premises leased to Tenant and the Premises shall not be deemed to be a portion of the Common Areas. This Lease is granted subject to the terms hereof, the rights and interests of third parties under existing liens, ground leases, easements and encumbrances affecting such property (provided that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease), all zoning regulations, rules, ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Project or any part thereof.

(c) Notwithstanding any provision of this Lease to the contrary, Landlord specifically reserves the right to redefine the term "**Project**" for purposes of allocating and calculating Operating Costs so as to include or exclude areas as Landlord shall from time to time determine or specify (and any such determination or specification shall be without prejudice to Landlord's right to revise thereafter such determination or specification). In addition, Landlord shall have the right to contract or otherwise arrange for amenities, services or utilities (the cost of which is included within Operating Costs) to be on a common or shared basis to both the Project (i.e., the area with respect to which Operating Costs are determined) and adjacent areas not included within the Project, so long as the basis on which the cost of such amenities, services or utilities is allocated to the Project is determined on an arms-length basis or some other basis reasonably determined by Landlord. In the case where the definition of the Project is revised for purposes of the allocation or determination of Operating Costs, Tenant's Proportionate Share shall be appropriately revised to equal the percentage share of all Rentable Area contained within the Project (as then defined) represented by the Premises. Notwithstanding the foregoing, Landlord agrees that in no event shall Tenant's Proportionate Share of Operating Costs increase due to Landlord redefining the term "**Project**." Landlord shall have the sole right to determine which portions of the Project and other areas, if any, shall be served by common management, operation, maintenance and repair. Landlord shall also have the right, in its sole discretion, to allocate and prorate any portion or portions of the Operating Costs on a building-by-building basis, on an aggregate basis of all buildings in the Project, or any other reasonable manner, and if allocated on a building-by-building basis, then Tenant's Proportionate Share shall, as to the portion of the Operating Costs so allocated, be based on the ratio of the Rentable Area of the Premises to the Rentable Area of the Building.

## 19. MISCELLANEOUS

(a) Attorneys' Fees. In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (including, without limitation, court costs and expert witness fees) incurred in such action. Such amounts shall be included in any judgment rendered in any such action or proceeding. In addition to the foregoing, Tenant agrees to pay all attorney's fees and expenses Landlord incurs in enforcing any of the obligations of Tenant under this Lease, or in any litigation or negotiation in which Landlord shall become involved through or on account of Tenant's occupancy and use of the Premises under this Lease.

(b) Waiver. No waiver by Landlord of any provision of this Lease or of any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval under this Lease shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. No act or thing done by Landlord or Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of, such breach or any other breach unless such waiver is expressly stated in a writing signed by Landlord.

(c) Notices. Any notice, demand, request, consent, approval, disapproval or certificate ("Notice") required or desired to be given under this Lease shall be in writing and given by certified mail, return receipt requested, by personal delivery or by Federal Express or a similar nationwide overnight delivery service providing a receipt for delivery. Notices may not be given by facsimile. The date of giving any Notice shall be deemed to be the date upon which delivery is actually made by one of the methods described in this *Section 19(c)* (or attempted if said delivery is refused or rejected). If a Notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. All notices, demands, requests, consents, approvals, disapprovals, or certificates shall be addressed at the address specified in *Item 14* of the Basic Lease Provisions or to such other addresses as may be specified by written notice from Landlord to Tenant and if to Tenant, at the Premises. Either party may change its address by giving reasonable advance written Notice of its new address in accordance with the methods described in this Paragraph; provided, however, no notice of either party's change of address shall be effective until fifteen (15) days after the addressee's actual receipt thereof.

(d) Access Control. Landlord shall be the sole determinant of the type and amount of any access control or courtesy guard services to be provided to the Project, if any. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and ensure safety, may not in given instances prevent theft or other criminal acts, or ensure safety of person or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal, is assumed by Tenant, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such criminal acts and other losses. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord, **IN ALL EVENTS, LANDLORD SHALL NOT BE LIABLE TO TENANT, AND TENANT HEREBY WAIVES ANY CLAIM AGAINST LANDLORD, FOR (I) ANY UNAUTHORIZED OR CRIMINAL ENTRY OF THIRD PARTIES INTO THE PREMISES, THE BUILDING OR THE PROJECT, (II) ANY DAMAGE TO PERSONS, OR (III) ANY LOSS OF PROPERTY IN AND ABOUT THE PREMISES, THE BUILDING OR THE PROJECT, BY OR FROM ANY UNAUTHORIZED OR CRIMINAL ACTS OF THIRD PARTIES, REGARDLESS OF ANY ACTION, INACTION, FAILURE, BREAKDOWN, MALFUNCTION AND/OR INSUFFICIENCY OF THE ACCESS CONTROL OR COURTESY GUARD SERVICES PROVIDED BY LANDLORD.**

(e) Storage. Any storage space at any time leased to Tenant hereunder shall be used exclusively for storage. Notwithstanding any other provision of this Lease to the contrary, (i) Landlord shall have no obligation to provide heating, cleaning, water or air conditioning therefor, and (ii) Landlord shall be obligated to provide to such storage space only such electricity as will, in Landlord's judgment, be adequate to light said space as storage space.

(f) Holding Over. If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from

time to time, upon demand, as Basic Annual Rent for the holdover period, an amount equal to one hundred fifty percent (150%) of the Basic Annual Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph shall not be construed as consent for Tenant to retain possession of the Premises.

(g) Condition of Premises. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, LANDLORD HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED PURPOSE OR USE, WHICH DISCLAIMER IS HEREBY ACKNOWLEDGED BY TENANT. THE TAKING OF POSSESSION BY TENANT SHALL BE CONCLUSIVE EVIDENCE THAT TENANT:

(i) ACCEPTS THE PREMISES, THE BUILDING AND LEASEHOLD IMPROVEMENTS AS SUITABLE FOR THE PURPOSES FOR WHICH THE PREMISES WERE LEASED;

(ii) ACCEPTS THE PREMISES AND PROJECT AS BEING IN GOOD AND SATISFACTORY CONDITION;

(iii) WAIVES ANY DEFECTS IN THE PREMISES AND ITS APPURTENANCES EXISTING NOW OR IN THE FUTURE, EXCEPT THAT TENANT'S TAKING OF POSSESSION SHALL NOT BE DEEMED TO WAIVE LANDLORD'S COMPLETION OF MINOR FINISH WORK ITEMS, IF ANY, THAT DO NOT INTERFERE WITH TENANT'S OCCUPANCY OF THE PREMISES; AND

(iv) WAIVES ALL CLAIMS BASED ON ANY IMPLIED WARRANTY OF SUITABILITY OR HABITABILITY.

(h) Quiet Possession. Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the term hereof without hindrance or ejection by any person lawfully claiming under Landlord, subject to the provisions of this Lease and to the provisions of any (i) covenants, conditions and restrictions, (ii) master lease, or (iii) Security Documents to which this Lease is subordinate or may be subordinated, but provided that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease.

(i) Matters of Record. Except as otherwise provided herein, this Lease and Tenant's rights hereunder are subject and subordinate to all matters affecting Landlord's title to the Project recorded in the Real Property Records of the County in which the Project is located, prior to and subsequent to the date hereof, including, without limitation, all covenants, conditions and restrictions. Tenant agrees for itself and all persons in possession or holding under it that it will comply with and not violate any such covenants, conditions and restrictions or other matters of record, provided that Tenant's quiet enjoyment of the Premises shall not be disturbed as long as Tenant is not in default under this Lease. Landlord reserves the right, from time to time, to grant such easements, rights and dedications as Landlord deems necessary or desirable, and to cause the recordation of parcel maps and covenants, conditions and restrictions affecting the Premises, the Building or the Project, as long as such easements, rights, dedications, maps, and covenants, conditions and restrictions do not materially interfere with the use of the Premises by Tenant. At Landlord's request, Tenant shall join in the execution of any of the aforementioned documents.

(j) Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Tenant shall attorn to each purchaser, successor or assignee of Landlord.



(k) Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the brokers named in *Item 12* of the Basic Lease Provisions and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. Tenant hereby agrees to indemnify, defend and hold Landlord harmless for, from and against all claims for any brokerage commissions, finders fees or similar payments by any persons other than those listed in *Item 12* of the Basic Lease Provisions or otherwise engaged by Landlord and all costs, expenses and liabilities incurred in connection with such claims, including reasonable attorneys' fees and costs.

(l) Name. Landlord shall have the exclusive right at all times during the Lease Term to change, modify, add to or otherwise alter the name, number, or designation of the Building and/or the Project, and Landlord shall not be liable for claims or damages of any kind which may be attributed thereto or result therefrom.

(m) Examination of Lease. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution by and delivery to both Landlord and Tenant.

(n) Time. Time is of the essence of this Lease and each and all of its provisions.

(o) Defined Terms and Marginal Headings. The words "**Landlord**" and "**Tenant**" as used herein shall include the plural as well as the singular and for purposes of Articles 5, 7, 13 and 18, the term Landlord shall include Landlord, its employees, contractors and agents. If more than one person is named as Tenant the obligations of such persons are joint and several. The marginal headings and titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(p) Conflict of Laws; Prior Agreements; Severability. This Lease shall be governed by and construed pursuant to the laws of the State. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease. No prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The illegality, invalidity or unenforceability of any provision of this Lease shall in no way impair or invalidate any other provision of this Lease, and such remaining provisions shall remain in full force and effect.

(q) Authority. If Tenant is a corporation, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing corporation, that Tenant has and is qualified to do business in the State, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. If Tenant is a partnership or trust, each individual executing this Lease on behalf of Tenant hereby covenants and warrants that he is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with the terms of such entity's partnership or trust agreement, Tenant shall provide Landlord on demand with such evidence of such authority as Landlord shall reasonably request, including, without limitation, resolutions, certificates and opinions of counsel.

(r) Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay Rent and perform all other obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

(s) Rental Allocation. For purposes of Section 467 of the Internal Revenue Code of 1986, as amended from time to time, Landlord and Tenant hereby agree to allocate all Rent to the period in which payment is due, or if later, the period in which Rent is paid.

(t) Rules and Regulations. Tenant agrees to comply with all rules and regulations of the Building and the Project imposed by Landlord as set forth on *Exhibit D* attached hereto, as the same may be changed from time to time upon reasonable notice to Tenant. Landlord shall not be liable to Tenant for the failure of any other tenant or any of its assignees, subtenants, or their respective agents, employees, representatives, invitees or licensees to conform to such rules and regulations.

(u) Joint Product. This Agreement is the result of arms-length negotiations between Landlord and Tenant and their respective attorneys. Accordingly, neither party shall be deemed to be the author of this Lease nor shall this Lease be construed against either party.

(v) Financial Statements. Upon Landlord's written request, Tenant shall promptly furnish Landlord, no more than once a year unless requested more often by Landlord's lender or a potential buyer of the Project, with the most current financial statements prepared in accordance with generally accepted accounting principles, certified by Tenant to be true and correct, reflecting Tenant's then current financial condition. Landlord shall use commercially reasonable efforts not to disclose such financial statements to the general public; provided, however, Landlord may disclose such financial statements to its employees, agents, attorneys, officers, directors, partners, investors, underwriters, lenders and any prospective purchasers.




(w) Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, earthquake or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Article 6 and Article 8 of this Lease and Section 19(f) of this Lease (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

(x) **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PREMISES OR ARISING OUT OF THIS LEASE.**

(y) Americans with Disability Act. Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Tenant's specific use of the Premises, Landlord makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Tenant's use of the Premises requires modifications or additions to the Premises in order to be in compliance with the ADA, Tenant shall make any such necessary modifications and/or additions at Tenant's expense.

(z) Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**[SIGNATURE PAGE TO FOLLOW]**

<b>LANDLORD:</b>	<b>TENANT:</b>
SOLOMON MONTLIMAR HOLDINGS, LLC an Alabama limited liability company	GLOBAL SECURITY GROUP INC. an Alabama corporation
By: 	
Name: <u>Lawrence Solomon</u>	
Title: <u>Principal</u>	
	By:  Name: Mohsin Seehar Its: Chief Operating Officer

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LAND**

Lot 1 Montlimar Place Subdivision; Map Book 35/93 Section 25 T45 R2W. MP 28 07 25 3 000 01- 1 — PT 10  
Story Office Building.

## EXHIBIT A-1

### RENTABLE AREA

The term "**Rentable Area**" as used in the Lease shall mean:

(a) As to each floor of the Building on which the entire space rentable to tenants is or will be leased to one tenant (hereinafter referred to as "**Single Tenant Floor**"), Rentable Area shall be the entire area bounded by the inside surface of the four exterior glass walls (or the inside surface of the permanent exterior wall where there is no glass) on such floor, including (i) all areas used for elevator lobbies, corridors, or special stairways, restrooms, mechanical rooms, electrical rooms and telephone closets, without deduction for columns, and other structural portions of the Building or vertical penetrations that are included for the special use of Tenant and (ii) if the Building has more than one floor, a pro rata portion (calculated on the basis of the entire Rentable Area of the Building) of the area of the mailroom premises and entry lobby located on the first floor of the Building (as bounded by the inside surface of the walls thereof, but excluding the area contained within the exterior walls of the Building stairs, fire towers, vertical ducts, elevator shafts, flues, vents, stacks and pipe shafts).

(b) As to each floor of the Building on which space is or will be leased to more than one tenant (hereinafter referred to as "**Multi-Tenant Floor**"), Rentable Area attributable to each such lease shall be the total of (i) the entire area included within the Premises covered by such lease, being the area bounded by the inside surface of any exterior glass walls (or the inside surface of the permanent exterior wall where there is no glass) of the Building bounding such Premises, the exterior of all walls separating such Premises from public corridors or other public areas on such floor, and the centerline of all walls separating such Premises from other areas leased or to be leased to other tenants on such floor, (ii) a pro rata portion (calculated on the basis of the Rentable Area of the floor) of the area covered by the elevator lobbies, corridors, restrooms, mechanical rooms, electrical rooms and telephone closets situated on such floor and (iii) if the Building has more than one floor, a pro rata portion (calculated on the basis of the entire Rentable Area of the Building) of the area of the mailroom premises and entry lobby located on the main entry floor of the Building (as bounded by the inside surface of the walls thereof).

(c) As to any storage space leased to a tenant, the Rentable Area shall be the entire area included within the storage space covered by such lease, being the area bounded by the inside surface of any permanent exterior wall of the Building bounding such storage space, the exterior of all walls separating such storage space from public corridors or other public areas on such floor, and the centerline of all walls separating such storage space from other areas leased or to be leased to other tenants on such floor. The Rentable Area of storage space shall not be included within the Premises for purposes of determining Tenant's Proportionate Share of Operating Costs.

**EXHIBIT B**

**LANDLORD'S WORK**

Landlord, at its cost, will engage Lanier Construction, Inc. ("Contractor") to perform the work described Proposal #20025 attached below, which cost shall not exceed \$14,642.42, which work shall be completed before the Commencement Date. Additional improvements shall be paid for by Tenant, at Tenant's sole cost, directly to Contractor.



**PROPOSAL**

<b>Date</b>	<b>Proposal #</b>
2/11/2020	20025

<b>Job Name</b> NAI Mobile P O Box 1796 Mobile, AL 36633	<b>Job Location:</b> 1110 Montleer Dr STE 580 Mobile, AL 36608
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Description	Qty	Cost	Total
Demolition		800.00	800.00
Carpentry/ Walls		1,200.00	1,200.00
Doors/Hardware		1,800.00	1,800.00
Shellock		1,000.00	1,000.00
Acoustical Ceiling		250.00	250.00
Insulation		100.00	100.00
Painting		1,608.00	1,608.00
Floor Covering		4,183.29	4,183.29
Solar Shades		1,200.00	1,200.00
Electrical		1,500.00	1,250.00
Subtotal			13,311.29
10% Profit & Overhead		10.00%	1,331.13
Payment to be made as follows:			<b>\$14,642.42</b>

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado, and necessary insurance. Our workers are fully covered by Workers Compensation insurance. In the event it becomes necessary to enforce the terms of this agreement, or recover sums due, customer agrees to pay reasonable costs. Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: \_\_\_\_\_  
 Authorized Signature: Steven L. Cumble - President  
 The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
 Date of Acceptance: \_\_\_\_\_

## EXHIBIT C

### UTILITIES AND SERVICES

The following are the Project Standards for Utilities and Services. Landlord reserves the right to adopt such reasonable, nondiscriminatory modifications and additions hereto as it deems appropriate.

1. As long as Tenant is not in default under any of the terms, covenants, conditions, provisions or agreements of this Lease, Landlord shall, subject to the limitations and provisions hereinafter set forth in this *Exhibit C*:

(a) Provide automatic elevator facilities on Monday through Friday from 7:00 A.M. to 6:00 P.M. and Saturday from 8:00 A.M. to 1:00 P.M., excepting state and federal holidays (hereinafter referred to as "**Business Hours**"), and provide one (1) automatic elevator at all other times.

(b) Provide to the Premises, during Business Hours (and at other times for an additional charge to be fixed by Landlord), heating, ventilation, and air conditioning (HVAC), when and to the extent, in the judgment of Landlord, any of such services may be required for the comfortable occupancy of the Premises for general office purposes. Landlord shall not be responsible for room temperatures and conditions in the Premises if the lighting and receptacle load for Tenant's equipment and fixtures exceed those listed in paragraph (c) hereof, if the Premises are used for other than general office purposes or if the Building standard blinds or curtains in the Premises are not closed so as to screen the sun's rays.

(c) Furnish to the Premises, during Business Hours, electric current for routine lighting and the operation of general office machines such as computers, printers, typewriters, dictating equipment, desk model adding machines, and the like, which use 110 volt electric power, not to exceed the reasonable capacity of Building standard office lighting and receptacles, and not in excess of limits imposed or recommended by governmental authority.

(d) Provide janitorial services to the Premises Monday through Friday (except state and federal holidays), provided the same are used exclusively for the uses permitted under the foregoing Lease, and are kept reasonably in order by Tenant. Tenant shall pay to Landlord the cost of removal of any of Tenant's refuse and rubbish, to the extent that the same exceeds the refuse and rubbish which generally would be produced by the use of the Premises for general office purposes.

2. No data processing equipment, other special electrical equipment (excluding personal computers utilizing 110 volt electric power), air conditioning or heating units, or plumbing additions shall be installed, nor shall any changes to the Building HVAC, electrical or plumbing systems be made without the prior written consent of Landlord, which consent shall be subject to Landlord's sole and absolute discretion. In the case of any such change, Landlord reserves the right to designate and/or approve the contractor to be used. Any permitted installations shall be made under Landlord's supervision.

3. Landlord shall not provide reception outlets or television or radio antennas for television or radio broadcast reception, and Tenant shall not install any such equipment without prior written approval from Landlord.

4. Tenant will not, without the prior written consent of Landlord, use any apparatus, machine or device in the Premises, including, without limitation, duplicating machines, electronic data processing machines, punch card machines and machines using current in excess of 110 volts, which will in any way increase the amount of electricity or water usually furnished or supplied for use of the Premises as general office space, nor connect with electric current, except through existing electrical outlets in the Premises, any apparatus or device for the purpose of using electric current in excess of that usually furnished or supplied for use of the Premises as general office space.

5. Tenant agrees to cooperate fully at all times with Landlord, and to abide by all regulations and requirements which Landlord may prescribe for the proper functioning and protection of the Building HVAC, electrical, plumbing and other systems. Tenant shall comply with all laws, statutes, ordinances and governmental rules and regulations now in force or which may hereafter be enacted or promulgated in connection with Building services furnished to the Premises, including, without limitation, any governmental rule or regulation relating to the heating and cooling of the Building.

## EXHIBIT D

### BUILDING RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways and corridors of halls shall not be obstructed or used for any purpose other than ingress and egress. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and the Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals only for the purpose of conducting its business in the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No tenant and no employees of any tenant shall go upon the roof of the Building without the written consent of Landlord.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard window coverings. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent, of a quality, type, design and bulb color approved by Landlord. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreensed without the written consent of Landlord. The Building is a "no smoking building" and Landlord shall have the right to enforce a no smoking rule within the Building and Project, except that Landlord agrees to designate certain areas outside the Building, but within the Project, as designated smoking areas.

3. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any tenant on, about or from any part of the Premises, the Building or the Project without the prior written consent of the Landlord. If the Landlord shall have given such consent at the time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by the Landlord and shall not be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord with respect to each and every such sign, advertisement or notice other than the particular sign, advertisement or notice, as the case may be, so consented to by the Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to such tenant. Interior signs on doors and the directory tablet shall be inscribed, painted or affixed for each tenant by the Landlord at the expense of such tenant, and shall be of a size, color and style acceptable to the Landlord. The directory tablet will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall see that the windows, transoms and doors of the Premises are closed and securely locked before leaving the Building and must observe strict care not to leave windows open when it rains. Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system by closing window coverings when the sun's rays fall directly on the windows of the Premises. Tenant shall not tamper with or change the setting of any thermostats or temperature control valves.

5. The toilet rooms, water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were considered, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the tenant who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.



6. No tenant shall mark, paint, drill into, or in any way deface any part of the Premises, the Building or the Project. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct.

7. No bicycles, vehicles, birds or animals of any kind shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any tenant on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items (including those suitable for microwave heating) for tenants and their employees shall be permitted, provided that the power required therefor shall not exceed that amount which can be provided by a 30 amp circuit. No tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Premises. Smoking or carrying lighted cigars, cigarettes or pipes in the Building is prohibited.

8. The Premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the permitted use of the Premises. No tenant shall occupy or permit any portion of the Premises to be occupied as an office for a public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco (except by a cigarette vending machine for use by Tenant's employees) in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau, without the express written consent of Landlord. No tenant shall engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.

9. No tenant shall make, or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No tenant shall throw anything out of doors, windows or skylights or down the passageways.

10. No tenant, subtenant or assignee nor any of their servants, employees, agents, visitors or licensees shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid, chemical or substance.

11. Except as agreed to by Landlord's prior written consent, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanisms thereof. Each tenant must, upon the termination of his tenancy, restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant and in the event of the loss of keys so furnished, such tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

12. All removals, or the carrying in or out of any safes, freight, furniture, or bulky matter of any description must take place during the hours which Landlord shall determine from time to time, without the express written consent of Landlord. The moving of safes or other fixtures or bulky matter of any kind must be done upon previous notice to the Project Management Office and under its supervision, and the persons employed by any tenant for such work must be acceptable to the Landlord. Landlord reserves the right to inspect all safes, freight or other bulky articles to be brought into the Building and to exclude from the Building all safes, freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord reserves the right to prescribe the weight and position of all safes, which must be placed upon supports approved by Landlord to distribute the weight.

13. No tenant shall purchase spring water, ice, towel, janitorial maintenance or other similar services from any person or persons not approved by Landlord.

14. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or the Project or its desirability as an office location, and upon written notice from Landlord, any tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to exclude from the Building between the hours of 6:00 P.M. and 7:00 A.M. and at all hours on Saturday, Sunday and legal holidays all persons who do not present a pass or card key to the Building approved by the Landlord. Each tenant shall be responsible for all persons who enter the Building with or at the invitation of such tenant and shall be liable to Landlord for all acts of such persons. Landlord shall in no case

be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right, without abatement of Rent, to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants, the protection of the Building, and the property in the Building.

16. Any persons employed by any tenant to do janitorial work shall, while in the Building and outside of the Premises, be subject to and under the control and direction of the Project Management Office (but not as an agent or servant of said Office or of the Landlord), and such tenant shall be responsible for all acts of such persons.

17. All doors opening onto public corridors shall be kept closed, except when in use for ingress and egress.

18. The requirements of Tenant will be attended to only upon application to the Project Management Office.

19. Canvassing, soliciting and peddling in the Building are prohibited and each tenant shall report and otherwise cooperate to prevent the same.

20. All office equipment of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance.

21. No air conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord.

22. There shall not be used in any space, or in the public halls of the Building, either by any tenant or others, any hand trucks, except those equipped with rubber tires and rubber side guards.

23. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of Landlord.

24. The scheduling of tenant move-ins shall be subject to the reasonable discretion of Landlord.

25. If the Tenant desires telephone or telegraph connections, the Landlord will direct electricians as to where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without direction from the Landlord.

26. The term "personal goods or services vendors" as used herein means persons who periodically enter the Building of which the Premises are a part for the purpose of selling goods or services to a tenant, other than goods or services which are used by the Tenant only for the purpose of conducting its business in the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services and shoeshining services. Landlord reserves the right to prohibit personal goods and services vendors from access to the Building except upon Landlord's prior written consent and upon such reasonable terms and conditions, including, but not limited to, the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Building, the preservation of good order thereon, and the relief of any financial or other burden on Landlord or other tenants occasioned by the presence of such vendors or the sale by them of personal goods or services to the Tenant or its employees. If necessary for the accomplishment of these purposes, Landlord may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Building.

**EXHIBIT E**

**PERSONAL GUARANTY**

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the letting by SOLOMON MONTLIMAR HOLDINGS, LLC ("Landlord") to Global Security Group Inc. ("Tenant") pursuant to An Office Lease (the "Lease") for Premises located in the Montlimar Place office building located at 1110 Montlimar Drive, Mobile, Alabama 36609, as further described therein, the delivery of which Lease is conditioned upon the execution and delivery of this Guaranty, and the payment of One Dollar (\$1.00) to the undersigned by Landlord, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned (hereinafter collectively called the "Guarantor") does hereby unconditionally guarantee the full, prompt and complete performance by "Tenant" (as such term is defined in the Lease) of all of the terms, covenants, conditions and agreements contained in the Lease on the part of Tenant to be performed, including specifically, without limitation, the obligation to pay all rents and any other charges or obligations therein set forth and the obligations regarding "Hazardous Material" defined in the Lease, together with any and all renewal or renewals, extension or extensions, modifications or modifications thereof, substitution or substitutions, therefor and assignment or assignments thereof (all such obligations being hereinafter called the "Obligations").

Guarantor waives presentment, demand, dishonor, notice of dishonor, protest, and all other notices whatsoever, including, without limitation, notices of acceptance hereof, of the existence or creation of the Obligations, and of all defaults, disputes or controversies with Tenant, and of the settlement, compromise or adjustment thereof. Guarantor agrees that Landlord shall have full authority, without obtaining the consent of, giving notice to, or affecting the liability of Guarantor, to make changes of terms, to extend time to pay, to release the whole or any part of the Obligations, to settle or compound differences for less than the full amount owing under the Lease, to accept notes, trade acceptances or any other form of obligation for the Obligations, to make arrangements or settlements in or out of court in the case of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or an assignment for the benefit of creditors and to do anything, whether or not herein specified, which may be done or waived by or between Landlord and Tenant. The making of such arrangements, settlements, compromises, adjustments, extensions of time and so forth shall not diminish, discharge, modify, reduce, extinguish or otherwise affect the liability of Guarantor hereunder for the full amount owing under the Lease. Guarantor further agrees that no act or omission on the part of Landlord shall in any way affect, impede or impair this guaranty.

This guaranty shall remain in effect notwithstanding any assignment or assignments of the Lease.

This guaranty shall be enforceable without Landlord having (i) to proceed first against Tenant or against any security for any payments due under the Lease, or (ii) to exercise any of Landlord's remedies under the Lease; and shall be effective regardless of the solvency or insolvency of Tenant, any reorganization, merger or consolidation of Tenant, any change in the composition, nature, personnel or location of Tenant, or any bankruptcy, receivership, liquidation, reorganization or other proceeding involving Tenant.

This guaranty shall be binding upon and enforceable against each person and entity executing this guaranty and upon the respective heirs, legal representatives, successors and assigns of each such person and entity. The liability of each person and entity executing this guaranty and the heirs, legal representatives, successors and assigns of each such entity and person hereunder is joint and several, primary and unconditional, and shall not be subject to any claim of offset, counterclaim or defense of Tenant.

This guaranty shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to Guarantor until all Obligations shall have been paid or satisfied in full. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord

of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. Guarantor agrees that this guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Lease, or by reason of any summary or other proceedings against Tenant, or by the amendment or modification of the Lease with or without notice to, or consent of, the Guarantor.

This guaranty shall remain in full force and effect, and Guarantor shall continue to be liable for the payment of all amounts owing under the Lease in accordance with the original terms of the documents and instruments evidencing the same, notwithstanding the commencement of any bankruptcy, reorganization or other debtor relief proceeding by or against Tenant, and notwithstanding any modification, discharge or extension of the Obligations, any modification or amendment of any document or instrument evidencing any of the Obligations, any stay of the exercise by Landlord of any of its rights and remedies against Tenant with respect to any of the Obligations, or any cure of any default by Tenant under any document or instrument evidencing any of the Obligations, which may be effected in connection with any such proceeding, whether permanent or temporary, and notwithstanding any assent thereto by Landlord.

Landlord may, without notice of any kind, sell, assign or transfer the Lease, and in such event each and every immediate and successive assignee, transferee or holder of the Lease shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such person were herein by name specifically given such rights, powers and benefits, but Landlord shall have an unimpaired right to enforce this guaranty for its benefit as to so much of the Obligations as Landlord has not sold, assigned, or transferred.

This guaranty has been made and delivered in the State of Alabama and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama. Wherever possible, each provision of this guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty. Guarantor hereby submits to personal jurisdiction in Baldwin County, Alabama for the enforcement of this guaranty and waives any and all personal rights under the laws of the State of Alabama or the United States to object to jurisdiction within the State of Alabama for the purposes of litigation to enforce this guaranty.

The liability of the Guarantor shall not be deemed to be waived or discharged, impaired or affected by reason of the release or discharge of Tenant in any receivership, bankruptcy proceeding (including, but not limited to, Chapters 7 or 11 bankruptcy proceedings or other reorganization proceeding under Title 11 of the United States Code) or other insolvency proceeding, or by the rejection or disaffirmance of the Lease in any such proceeding. Tenant further waives all specific statutory defenses available under Alabama law to the enforcement of its obligations under this Guaranty.

**WAIVER OF JURY TRIAL.** Both Landlord and Guarantor waive their right to a jury trial and agree that any lawsuit commenced to enforce this guaranty or arising out of or related in any way to this Guaranty shall be tried to a Judge and not a jury.

***[GUARANTOR SIGNATURE PAGES TO FOLLOW]***

IN WITNESS WHEREOF, Guarantor has executed, sealed and delivered this guaranty, all this 26 day of February, 2020.

Guarantor:  
Nickolas Cody Alor

[Signature]

Home Address: 691 Whittington Avenue  
Fairhope, Alabama 36532

D.O.B.: 11/23/87

S.S.N.: 225 55 5956

STATE OF ALABAMA  
COUNTY OF Mobile

I, the undersigned, a Notary Public in and for said State, hereby certify that Nickolas C Alor has signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, executed the same voluntarily.

Given under my hand and official notaries seal this 25th day of February, 2020

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said State, hereby certify that \_\_\_\_\_ the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, executed the same voluntarily.

Given under my hand and official notaries seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT F**  
**FLOOR PLAN**

[insert]

**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS  
DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE,  
ALABAMA**

---

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

**Section 1. Definitions of Capitalized Terms.**

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) Act means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) City means the City of Mobile, Alabama.

(iii) Commission means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) State means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) Dispensary;

(ii) Dispensing Site;

(iii) Integrated Facility;

(iv) Medical Cannabis.

**Section 2. Findings and Determinations**

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

### **Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites**

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

### **Section 4. Notification of the Commission**

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

### **Section 5. General.**

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of



competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved: DEC 13 2022

  
\_\_\_\_\_  
City Clerk

# Exhibit 20 - 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.

Mohsin Seehay

CEO

Printed Name of Verifying Individual

Title of Verifying Individual



12/28/22

Signature of Verifying Individual

Verification Date

**The Applicant's Security Plan must include a plan for security at each facility, including but not limited to the following:**

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

Alarm systems are currently installed in the building where the facilities are located. Additional alarm systems will be installed in the suite once the business license is awarded.

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

The facility shall add duress panic and hold-up alarms to the reception areas, etc. once the business license is awarded.

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

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

All current employees of the company are equipped with company cell phones.

**20.4 - The Applicant, at each of its facilities, shall maintain an audio/video surveillance system that shall be in continuous operation 24 hours per day. Cameras shall be fixed in place covering both the interior and exterior of the facility, in such quantity, with such lighting, and at such resolution as shall allow for the clear identification of individuals and activities in all reasonably accessible areas of the premises, including but not limited to all entrances, exits, parking lots, and any area where cannabis or medical cannabis is delivered.**

**received, handled, stored, prepared, processed, tested, packaged, labeled, or 30 readied for transport. Audio/Video surveillance recordings must clearly and accurately display the time and date. Audio recordings shall clearly and accurately capture sound within camera range at a level of 20 decibels or greater. (Note: Audio/Video surveillance records must be kept for at least 60 days, and longer upon the request of the Commission, its inspectors, or any law enforcement personnel. Audio/Video recordings potentially reflecting an incident of actual or attempted diversion must be kept for the longer of a period of two years, or until resolution of the incident and apprehension and discipline or prosecution of the individuals involved in the actual or attempted diversion.)**

The facility agrees to comply with this requirement. Video surveillance is already provided in the facility.

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

The facility agrees to comply with this requirement.

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

The facility agrees to comply with this requirement. Currently, all exterior doors require key card entry or key pad entry. The exterior doors on the bottom levels are locked and secured after 6:00 PM and require key fob entry.

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

The facility agrees to comply with this requirement. The suite where we're located is on the 5th floor.

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

The Applicant has security guards currently on staff.

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

The facility agrees to comply with this requirement. Currently, all exterior doors require key card entry or key pad entry. The exterior doors on the bottom levels are locked and secured after 6:00 PM and require key fob entry.

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

The facility already maintains similar records and agrees to comply with the Commission and/or law enforcement.

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

The facility agrees to comply with this requirement.

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

The facility agrees to comply with this requirement.

**20.13 – The Applicant’s proposed policies to report theft, diversion, or other loss of cannabis products to the Commission and to law enforcement as early as practicable and not more than 24 hours from the event or its discovery. The Applicant’s Security Plan must also include a verified plan for security during transport of medical cannabis, including but not limited to the following: 31**

**20.14 – Variable route plans and GPS tracking systems must be monitored from the secure transporter’s security center using Wi-Fi or hardline network technology.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.15 – Locks and Alarm systems must be installed on all vehicles proposed for the secure transport of medical cannabis, including but not limited to the storage area within each vehicle where the product is to be kept while in transit.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.16 – Vehicle dashboard and storage area audio/video recording devices (selfrecording and, at all times possible, viewable from and saved directly to the secure transporter’s security center) must be installed and operational at all times while the vehicle is in transit, and shall include lighting and resolution sufficient to readily identify individuals and activities depicted in the same way as required of audio/video recordings inside licensees’ facilities, and kept for the same time and under the same conditions as for such audio/video recordings. See paragraph 3.m.(16)(k) of Rule 538-x-3-.03.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.17 – Secure transport vehicles must be free of markings: o indicating that they are carrying cannabis or medical cannabis, or o bearing the name or logo of any other licensee.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.18 – Cannabis and/or medical cannabis shall be kept in sealed tamper-evident containers that are not accessible to transport personnel during transit but are equipped with tracking devices that can be monitored remotely by the secure transporter at all times during transit.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.19 – Cannabis, medical cannabis and containers holding the same must not be visible or recognizable outside the secure transport vehicle.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.20 – Secure transport drivers shall have ready access to duress panic and/or hold-up alarms that may be activated in the event of an attempted diversion by unauthorized personnel, hijackers, terrorists, or other improper intervenors. Each employee in a secure transport vehicle must have communication access to the Applicant’s security center and be able to contact 911 at all times while the secure transport vehicle contains cannabis or medical cannabis.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.21 – If an emergency requires stopping the vehicle, employees must notify the secure transporter’s security center (or ALEA) of the nature of the emergency and complete an incident report form provided by the Commission.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.22 – Under no circumstances may any person other than a designated secure transporter employee have actual physical control of the motor vehicle transporting cannabis or medical cannabis.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.23 – Secure transport drivers shall be trained in, and have ready access to, secure procedures for undergoing administrative inspection by law enforcement pursuant to § 20-2A-65(c), Code of Alabama 1975 (as amended). A Secure transport employee must carry an employee ID card at all times when transporting or delivering cannabis or medical cannabis; upon request, the ID card must be presented to the Commission or law enforcement officer acting in the course of official duties.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.24 – Individual batches of cannabis or medical cannabis prepared for storage or transport must be appropriately labeled and inserted in containers prior to transport. Batches shall be bar-coded, QR coded, or otherwise digitally coded to identify the following: o The batch number(s) or plant tag number(s). o The contracting licensee. o Facility of origin. 32 o The type of product. o The date of harvest and/or processing and packaging, as applicable. o The date of the last State Testing Laboratory approval.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.25 – Secure transport vehicles shall have no fewer than two personnel (a driver and one other) in the vehicle at all times when the vehicle is carrying cannabis or medical cannabis and is (A) making more than a single stop on the route and/or (B) traveling more than ten (10) miles while carrying cannabis or medical cannabis. Secure Transport vehicles may not be left unattended at any time when containing cannabis or medical cannabis; at least one employee must remain with the vehicle at all times when the vehicle contains cannabis or medical cannabis, except that a single employee may transport cannabis or medical cannabis to or from a State Testing Laboratory. Only designated personnel shall occupy a secure transport vehicle during transport of cannabis or medical cannabis; non-employee passengers of any kind are prohibited.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.26 – Secure transport vehicles carrying cannabis or medical cannabis must adhere to the designated route at all times. If an alternate route is necessary, the driver must contact the**



**security office and note the change on the route plan. Secure transporters shall document all stops in transit for refueling or otherwise, including the reason for the stop, the duration of the stop, the location of the stop, and all activities of employees exiting the vehicle.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.27 - Secure transport vehicles must be equipped with GPS tracking and monitored throughout transit by the Applicant's security center through Wi-Fi or hardwire networking technology.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.28 - The Applicant's verification that route plans, manifests, transport logs, freight bills, bills of lading and any free-on-board ("FOB") terms of sale documents, maintenance and repair records, and insurance documentation will be kept (either manually or electronically, including, but not limited to, as part of the Statewide Seed-to-Sale Tracking System), as to all vehicles in the secure transporter's fleet, for a period of not less than two (2) years, and longer upon the request of the Commission or law enforcement. Such documents shall be made available to the Commission or its representatives (including inspectors) during inspections and other official visits.**

Not applicable at this time. The company has plans to invest \$500,000 once the license is awarded and one of the primary investments will be the transport vehicles. We will agree to all requirements.

**20.29 - The Applicant's verification that, upon request, it will make available to the Commission or its inspectors all information relating to the Applicant's security plan, including, but not limited to, security alarm systems, monitoring, alarm activity, maps of camera locations and camera coverage, audio/video footage, surveillance equipment maintenance logs, authorized use lists, operation instructions, secure transport security plan and procedures, and any other security-related information deemed relevant by the Commission or its inspectors.**

We agree to all requirements.

A security plan for a medical cannabis business is a set of guidelines and procedures that are put in place to protect the business, its employees, and its customers from potential threats. Here are some elements that might be included in a security plan for a medical cannabis business:

- Access control: The business should implement measures to control access to the facility and to secure areas within the facility, such as the use of security cameras, keycard access systems, and alarms.
- Security personnel: The business may hire security personnel to monitor the facility and respond to any security breaches or emergencies.
- Emergency response: The business should have a plan in place for responding to emergencies, including protocols for evacuating the facility, contacting emergency services, and providing first aid.
- Training: Employees should receive training on security procedures, including how to identify and report potential security threats.
- Security assessments: The business should regularly assess its security systems and procedures to identify any potential vulnerabilities and take steps to mitigate them.
- Record-keeping: The business should maintain detailed records of all security incidents and breaches, as well as any security upgrades or improvements made to the facility.

By implementing a comprehensive security plan, a medical cannabis business can help ensure the safety of its employees, customers, and products.

A security plan for a secure transporter of medical cannabis is a set of guidelines and procedures that are put in place to protect the transporter, its employees, and the medical cannabis being transported. Here are some elements that might be included in a security plan for a secure transporter:

- Vehicle security: The transporter should have measures in place to secure the vehicles used for transportation, such as lockable storage containers, surveillance cameras, and alarms.
- Employee training: Employees should receive training on security procedures, including how to identify and report potential security threats and handle emergency situations.
- Route planning: The transporter should have a plan in place for the routes they will take to transport the medical cannabis, including contingency routes in case of unforeseen delays or disruptions.

- **Communication:** The transporter should have a system in place for communicating with dispense centers and other relevant parties throughout the transportation process, such as the use of two-way radios or other communication devices.
- **Record-keeping:** The transporter should maintain detailed records of their transportation activities, including the routes taken, the medical cannabis transported, and any incidents or deviations from the plan.
- **Compliance:** The transporter should ensure that they are in compliance with all applicable laws and regulations related to the transportation of medical cannabis and the safety of the public.


By following a comprehensive security plan, a secure transporter can help ensure the safety of its employees and the medical cannabis being transported.

# Exhibit 21 - 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.

MOHSIN SEEHAR  
Printed Name of Verifying Individual

  
Signature of Verifying Individual

CEO  
Title of Verifying Individual

03|03|23  
Verification Date

## FORM G: PERSONNEL ROSTER &amp; VERIFICATION

**GLOBAL SECURITY GROUP, INC**

Business License Applicant Name

**SECURE TRANSPORTER**

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.

**MOHSIN SEEHAR**

Leader/Employee Name

**COO**

Title/Position

**251-533-1000**

Telephone

**MIKE@GSG-INC.COM**

Email

**8224 KIMBER RIDGE DR**

Street Address

**IRVINGTON**

City

**AL**

State

**36544**

Zip

**MAGEN HARTMAN**

Leader/Employee Name

**DISTRICT MANAGER**

Title/Position

**251-721-4895**

Telephone

**MAGEN@GSG-INC.COM**

Email

**3075 OLDE GATE ROAD**

Street Address

**MOBILE**

City

**AL**

State

**36695**

Zip

**TIFFANY SEEHAR**

Leader/Employee Name

**HR**

Title/Position

**832-477-5166**

Telephone

**TIFFANY@GSG-INC.COM**

Email

**8224 KIMBER RIDGE DR**

Street Address

**IRVINGTON**

City

**AL**

State

**36544**

Zip

**DERWIN BELL**

Leader/Employee Name

**251-605-5207**

Telephone

**SECURITY GUARD**

Title/Position

TIGERBOYWDE36@GMAIL.COM

Email

**4611 MICHAEL DR**

Street Address

**EIGHT MILE**

City

**AL**

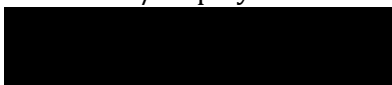
State

**36613**

Zip

**ANTHONY JACKSON**

Leader/Employee Name

**251-387-1713**

Telephone

**SECURITY GUARD**

Title/Position

CPT.ANTHONY.D.JACKSON@GMAIL.COM

Email

**P.O BOX 331**

Street Address

**JACKSON**

City

**AL**

State

**36545**

Zip

**JOSEPH BLACKLEDGE**

Leader/Employee Name

**251-293-4357**

Telephone

**SECURITY GUARD**

Title/Position

BLACKLEDGEJOSPEH88@ICLOUD.COM

Email

**6931 HALF MILERD**

Street Address

**IRVINGTON**

City

**AL**

State

**36544**

Zip

**WARREN HARRELL**

Leader/Employee Name

**251-293-4357**

Telephone

**SECURITY GUARD**

Title/Position

ALABAMA-STEAMERS@YAHOO.COM

Email

**151 W 8TH ST AVE**

Street Address

**GULF SHORES**

City

**AL**

State

**36542**

Zip

**JAMES MARTINO**

Leader/Employee Name

SSN

**678-877-1650**

Telephone

**4362 FATHBROOK LANE**

Street Address

**MOBILE**

City

**AL**

State

**SECURITY GUARD**

Title/Position

**DREWMARTINO32@GMAIL.COM**

Email

**36673**

Zip

**ROBERT CJ OWENS JR**

Leader/Employee Name

SSN

**601-436-8718**

Telephone

**12884 PRAIRIE FIELD DR**

Street Address

**LILLIAN**

City

**AL**

State

**SECURITY GUARD**

Title/Position

**CJ.OWENS11201@GMAIL.COM**

Email

**36549**

Zip

**KERRI THOMPSON**

Leader/Employee Name

SSN

**251-223-1440**

Telephone

**26901 SPYGLASS DR**

Street Address

**ORANGE BEACH**

City

**AL**

State

**MANAGER**

Title/Position

**KERRI-ANTHONY@HOTMAIL.COM**

Email

**36561**

Zip

**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes a complete and accurate roster of personnel of the Applicant. The undersigned further verifies that, if the Applicant is issued a business license, each individual listed hereinabove (and attached, as necessary) will be registered to the AMCC website and will undergo appropriate pre-employment background checks.

**Mohsin Seehar**

Printed Name of Verifying Individual



Signature of Verifying Individual

**CEO**

Title of Verifying Individual

**03/22/23**

Verification Date


# 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.

MOHSIN SEEHAR  
Printed Name of Verifying Individual

CEO  
Title of Verifying Individual

  
Signature of Verifying Individual

03/03/23  
Verification Date





# Global Security Group Inc.

# EMPLOYEE HANDBOOK

1110 Montlimar Dr. Suite 580 Mobile AL, 36609  
833-BUZZ-GSG (833-289-9474)  
hr@gsg-inc.com  
www.globalsecuritygroup.org  
Effective Date: October 1, 2019  
Revision Date: September 30, 2022

# WELCOME

On behalf of me and your fellow employees, we extend to you a sincere welcome to Global Security Group!

As an employee, you are the most important part of our Company. Without you and your dedication, Global Security Group would not exist. Each employee, directly or indirectly, helps us meet our mission for our Clients, their Customers, Visitors, and Vendors.

We understand that our clients choose a service provider not for one specific reason, but for a host of reasons. They include staff courtesy, geographic location, variety of services provided, latest technology, cost, and positive recommendations from fellow business owners.

It is important to excel in all these areas. We believe that we will excel if our employees are aware of our goal to improve our client's overall satisfaction. As a result of positive interaction and a pleasant employment environment, we will be able to meet our goal.

Being employed within our Company is an opportunity as well as a great responsibility. How well you carry out your duties vitally affects the quality of services we deliver. Take great pride in your employment, realizing that your performance and service to our Client, their Customers, Visitors, and Vendors contribute to our fine reputation as a provider of excellent services.

We are pleased to have you as an employee and anticipate that you will soon enjoy absolute satisfaction and a sense of accomplishment from your employment.

Sincerely,  
**Mike Seehar**  
**President/COO**  
**Global Security Group, Inc.**

As an employee of the Company, you need to be familiar with our Standard Operating Guidelines, Procedures, and Requirements. This Employee Handbook provides an overview of Company Information. Please use this Employee Handbook as a reference guide during your employment with the Company.

You should know that this Employee Handbook does not constitute a contract or establish any legal rights between the Company and its employees. All employees are employed at will. This means that either you or the Company may end the employment relationship at any time. Nothing in this Employee Handbook is intended to or should be interpreted to limit this right. No Company Representative, other than the President/CEO, has the authority to modify this at-will employment relationship for any employee and any modification must be in writing and signed by the President/CEO of the Company.

The Company reserves the right to amend, alter, change, or modify any information contained in this Employee Handbook if it is determined to be in the best interest of the Company.

We believe that the interest of all who are part of the Company will be best served by maintaining direct working relationships, a belief that we are at our best when working together with our clients, fellow employees, and with everyone for whom we come in contact.

We prefer that all employees in the Company interact with each other on a direct personal basis. We understand that each employee is unique and deserves to be treated as an individual.

We are committed to treating all employees fairly and to providing competitive pay and benefits. We welcome suggestions and are dedicated to resolving complaints promptly and fairly. We expect all Supervisors to work to maintain good employee relations and to establish an environment where open communication occurs, and employees view union representation as unnecessary.

Please feel free to talk to your Immediate Supervisor if you ever have any questions about this subject

To meet the Company's responsibilities in providing quality services, Attendance and Punctuality are essential. Suppose for any reason you cannot report for duty. In that case, you are responsible for calling your Immediate Supervisor at least 04 hours before your scheduled starting time so other staffing arrangements can be made.

Below is a more detailed explanation:

1. You are considered absent if you are not present for duty as scheduled, regardless of the reason. If a pattern of frequent absences has been established, more than 02 days in 06 months, your Immediate Supervisor will counsel you and you will be subject to a Verbal Warning. If the pattern continues, you will be subject to a Written Warning and continued Disciplinary Action.

If you are absent for 03 consecutive working days without contacting your Immediate Supervisor, the Company will consider you to have resigned from your position, unless you cannot contact the Company for reasons beyond your control.

2. You are considered late if you do not report for duty at the scheduled time. If you expect to be late, you should contact your Immediate Supervisor ahead of time. If you do not call in; you must report your tardiness as soon as possible after you arrive for duty. If a pattern of frequent tardiness develops; you will be subject to Verbal and Written Warnings and continued Disciplinary Action.

3. Because the Company continues to function during bad weather, you are expected to make every effort to report for duty regardless of the weather conditions. In severe weather conditions, you may be asked to stay on task for an extra shift during emergency staffing conditions.

The following six principles constitute the basis of the Company's Code of Conduct. Under no circumstances will the Company tolerate any retaliation against an employee for good faith reporting of a suspected violation of these six principles.

### 1. Legal Compliance

The Company is committed to conducting all of its activities in compliance with applicable laws and regulations. These laws pertain to such areas as security and privacy of Client Information, Employment Discrimination, Self-Referral Prohibitions, Fraud, Abuse, False Claims, Lobbying, Political Activity, Environmental, Anti-Trust, and Tax.

### 2. Business Practices

The Company is committed to the highest standards of business ethics and integrity. Employees must represent our Company and its Clients accurately, and honestly, and must not engage in any activity intended to defraud anyone of money, property, or services. Employees must act in good faith and the best interest of the Company and its Clients.

### 3. Confidentiality

Employees must maintain the Confidentiality of Company and Client Information and protect Confidential and Proprietary Information about Company Employees and the Clients we serve.

## 1. Conflicts of Interest

Employees must not use their positions to profit personally or to assist others in profiting in any way at the expense of the Company. Each employee is expected to conduct their activities and their relationships with others to avoid actual or perceived Conflicts of Interest. If they have conflicts, employees must fully disclose them to their Immediate Supervisor.

## 2. Business Relationships

Business transactions with suppliers, contractors, vendors, and other third parties must be at arm's length. Business dealings must be free from offers or solicitations of gifts or favors that may constitute improper inducements or that give the appearance of impropriety. All conduct by employees must be in the best interest of the Company and its Clients.

## 3. Protection of Assets

Employees must take all reasonable steps to preserve and protect the Company and its Client's Assets by making prudent and effective use of the Company and its Client's Resources and Property.

To report a suspected breach of the Company's Code of Conduct, employees may contact their Immediate Supervisor.

## **Personal Conduct**

The Company requires you to adhere to the following:

- If you need to leave your assigned post, you must inform your Immediate Supervisor, unless a specific duty requires your absence.
- Company or Client Mail Service, Copy Machines, Telephones, E-Mail, Web Access, Supplies, and Equipment are not to be employed for personal use.
- When answering the telephone, please answer promptly, within two or three rings, identify yourself, and speak courteously. Example: ABC Corporation Security, Officer Smith speaking, how may I help you?
- If you wish to make personal calls, please use your cellular phone or pay phone. Also, any calls you receive while on duty shall be related to Company or Client Business. Please discourage friends and relatives from calling while you are on duty unless it is an emergency.
- You are entitled to a paid 30-minute break during a typical 08-hour workday. If you work less than 08 hours then you are entitled to a paid 15-minute break unless otherwise dictated by the Client/Company Service Agreement. If you have any questions, please feel free to consult your Immediate Supervisor.

- You are not to endorse products or services other than those of the Company. If you receive a request to endorse another private security company's products or services, please refer the request to your Immediate Supervisor.
- You are not to use your position with the Company to gain any information, item, or benefit that would not otherwise be yours. In addition, if you are involved in other employment or consulting, you may not use information or procedures that present a Conflict of Interest or interfere with your duties.
- You are to be familiar with and comply with the Company's Code of Conduct.

### **Non-Disclosure of Information**

As an employee of the Company, you are required to respect the privacy and information of all Company, Client, Client Customer, Visitor, and/or Vendor. Information regarding the above is strictly confidential and may be discussed only with those on a need-to-know basis. No employee may release any information to any Member of the Press. Please refer Members of the Press to the Designated Individual at your Client Site Location. Contact your Immediate Supervisor if you do not know who the Designated Individual is at your Client Site Location.

If you access without authorization or share confidential Company, Client, Client Customer, Visitor, and/or Vendor Information with anyone without a need-to-know-basis, or if you otherwise violate the terms of the Company or Client's Non-Disclosure of Information Procedures, you may be subject to Disciplinary Action, including Termination from the Company.

### **Employee Files and Privacy**

Employee Files will be kept and maintained by all employees. You may review your Employee File by scheduling an appointment with the Employee Relations Department. Subject to certain limitations, you may also request copies of your Employee File at no charge as an employee. Former employees may request copies of their Employee Files for a \$20.00 fee.

If you disagree with something in your Employee File, you may submit a Written Statement explaining your position to be added to your Employee File. Any Employee Health Information is maintained separately from your Employee File and is treated as confidential. If you have any questions or concerns about your Employee File or Employee Health Information, please contact your Immediate Supervisor.

Certain Company Standard Operating Guidelines, including those related to Employee Benefits and Pay include references to the Classification of Employees. For these Standard Operating Guidelines, the following definitions apply to individuals employed on the Company's Payroll:

- **Full-Time Employee**: You are a Full-Time Hourly-Paid Employee if you are selected to fill a position and are regularly scheduled on duty for an average of 40 hours or more per week. In addition, you are expected to be on duty for 12 months a year, excluding eligible-paid vacation.
- **Part-Time Employee**: You are a Part-Time Hourly-Paid Employee if you are selected to fill a position and are regularly scheduled on duty for an average of fewer than 40 hours per week. In addition, you are expected to be on duty for 12 months a year.

### **Employment Applications**

The Company relies upon the accuracy of the information contained in the Employment Application, as well as the accuracy of other data presented throughout the selection process and employment. Any misrepresentation, falsification, or material omission, in any of this information or data, may result in the exclusion of the individual from further consideration for employment, or if the person has been selected, Termination of employment.

### **Immigration Law Compliance**

The Company is committed to selecting only United States Citizens and Aliens who are authorized to work in the United States; however, the Company does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9 Form) and present documentation establishing identity and employment eligibility. Former employees who are reselected must also complete the form if they have not completed an I-9 Form with the Company within the past three years, or if their previous I-9 Form is no longer retained or valid.

Employees with questions or seeking more information on Immigration Laws are encouraged to contact the Employee Relations Department or INS. Employees may raise questions or complaints about Immigration Law Compliance without fear of reprisal.

### **Background Verification Checks**

To ensure applicants selected by the Company are well qualified and have a strong potential to be productive and successful, the Company shall conduct a Criminal History, Past and Previous Employment, and Personal Reference Check on all applicants.

The Employee Relations Department will respond to reference checks in a timely manner. The department will respond only to those reference check inquiries that are submitted in writing with a self-addressed, pre-stamped envelope.

Responses to such inquiries will confirm only the dates of employment. Faxed or telephone Employee Verification Requests are prohibited. Employee Verification Requests without a Written Authorization and Release signed by the individual who is the subject of the inquiry shall be denied.

### **Licensing and Certification**

If you are selected for a position requiring current Licensing and Certification, you must submit copies of such Licensing and Certification at the time of your application. If you are employed in a position that requires Licensing and Certification, you are required to have an up-to-date License or Certificate on file at all times.

Licensing and Certification will be verified at the time of your application. Your Immediate Supervisor will be responsible for sending updated copies of your Licensing and Certification are to be placed in your Employee File on an ongoing basis.

### **Probationary Period**

All newly selected Full and Part-Time Hourly-Paid Employees will be placed on a 90-Day Probationary Period. The Immediate Supervisor at their discretion may extend the Probationary Period if it is deemed to be in the best interest of the Company. Any employee may be terminated without notice or recourse while on their Probationary Period.

### **Selection of Relatives**

Any of your relatives are eligible for employment with the Company. However, relatives will not be assigned to the same Client Site Location and relatives may not supervise one another. For information purposes, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are married.

### **Other Employment**

Employees may hold Other Employment as long as they meet the performance standards of their position with the Company. All employees will be evaluated by the same performance standards and will be subject to the Company's Scheduling Demands, regardless of any existing outside employment requirements.

If the Company determines that an employee's Other Employment interferes with performance or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to resign from the Other Employment if they choose to remain employed with the Company.

Employment with any competing or similar security agencies or companies constitutes a Conflict of Interest. Employees may not receive any income or material gain from sources outside the Company for services rendered while performing their duties for the Company.



## **Posting of Open Positions**

Posting Open Positions is a way of informing employees and potential applicants of available positions within the Company. All available Open Positions shall be posted at each Client Site Location regularly.

This shall allow employees an opportunity to request a transfer to another Client Site Location. Employees interested in requesting a transfer must submit a Written Letter of Request to their Immediate Supervisor. Request Letters shall be reviewed. Current employees of the Company shall be considered first for any available Open Positions.

## **Transfer Requests**

If you have at least 90 Days of Service in a position and are not involved in any Disciplinary Action, you may request a transfer to an Open Position at another Client Site Location. The following procedures shall be followed concerning Employee Transfer Requests:

- The employee requesting the transfer shall submit a Transfer Request in writing and turn it in to their Immediate Supervisor. If you have any questions, contact your Immediate Supervisor.
- Your Immediate Supervisor will contact you and arrange an interview with the Immediate Supervisor of the Client Site Location with the Open Position. If you are selected your transfer will be arranged.
- As in all situations, references will be checked, which shall include your Immediate Supervisor and Employee File.
- Before transferring to a new position, you will be required to complete any necessary Training or Certification Courses about the new Client Site Location.

## **Staff Reduction**

When Company Business necessitates Staff Reduction, it's important to have a plan in place. Staff Reduction Procedures apply to all employees with 90 days or more of service who are released for Company Business Reasons, such as the loss of a Client Site Location, Reduced Coverage, or Reorganization.

If the Company must reduce staff, employees ordinarily will be released in order of seniority. The remaining employees will be released, considering performance, skills, experience, training, and years of service. If you're the position is eliminated you may be reassigned to another Client Site Location rather than be released.

Those employees released due to Staff Reductions will be given Priority Interviewing Status, in order of seniority if a position(s) become available.

If you are released under this Standard Operating Guideline:

- Your Life and Accidental Death/Dismemberment Insurance, if applicable, terminate on your last day of employment.
- You may be eligible to continue Medical and Dental coverage under COBRA. See your Medical and Dental Summary Plan Descriptions for more information.
- Employee Pay Grades may be increased or decreased, depending on if Company Business necessitates this action for those employees that accept a new Client Site Location.

The Company Reserves the Right to Amend, Modify, or Terminate Any Part of these Procedures.

### **Call Off Procedures**

It is the employee's full responsibility to report for duty for their scheduled shift. Employees must contact their Immediate Supervisor at least 04 hours before their scheduled shift if they are unable to report for duty. Employees will not receive paid time off.

### **No Call/No Show**

In the event an employee does not call off and does not report for duty for a scheduled shift, that employee will be considered a No Call/No Show. It is the employee's full responsibility to report for duty for their scheduled shift. Any schedule changes must be in writing using a Shift Change Request Form signed by the employee(s) and with the approval of their Immediate Supervisor.

If personal issues disable the employee from reporting for duty, the employee must contact their Immediate Supervisor at least 04 hours before the beginning of their scheduled shift. Failure to follow these procedures will lead to Disciplinary Action.

### **Post and Employment Abandonment**

It is the employee's full responsibility to complete their scheduled shift. If a personal emergency occurs and the employee must attend to personal issues, they must remain on-post and contact their Immediate Supervisor for Early Dismissal Instructions. Employees who leave their post, for any length of time, and return, will be considered to have abandoned their post. Employees who leave their posts and never return will be considered to have abandoned employment. Failure to follow these procedures will lead to Disciplinary Action.

### **Termination and Separation Process**

If you plan to resign from your position with the Company, you must notify your Immediate Supervisor by writing a Letter of Resignation. If you are Involuntarily Terminated from the Company, your Immediate Supervisor will complete a Discharge Request Form.

When you leave your position in the Company for any reason, you are requested to be "Cleared". This process shall include:

- Receiving Benefits Information and Clearance.
- Returning all Company and/or Client Owned Property.

Exit Interviews shall be conducted by the Employee Relations Department.

We see your Health and Wellness as a priority. In this section, we will cover Wellness Programs and Procedures.

### **Drug and Alcohol Screening**

Our Company is committed to providing a safe, efficient, and productive environment for all employees. Using or being under the influence of drugs or alcohol on duty may pose serious safety and health risks. As a condition of employment and to help ensure a safe and healthy employment environment, employees may be asked to provide body substance samples such as urine, blood, hair, saliva, breath, etc. to determine the illicit or illegal use of drugs and alcohol.

Drug and Alcohol Screening Requirements can be from random selection, employment-related injuries, or any specific incident. Refusal to submit to Drug and Alcohol Screening may result in Disciplinary Action up to and including Termination from the Company.

If you have any questions regarding the Company's Drug and Alcohol Screening Procedures, please contact the Employee Relations Department.

### **Physical Examinations and Medications**

If you have a medical concern, please notify the Employee Relations Department. Certain Client Site Locations may require periodic Physical Examinations and/or Tests, such as Hearing Tests. You will be notified at the time of your application if these apply to you.

An employee undergoing prescribed medical treatment with a prescription drug, who has been advised by a Licensed Health Care Provider and/or Pharmacist or has knowledge that such a drug may adversely affect their ability to perform assigned duties safely and effectively, must report this information to their Immediate Supervisor who will determine if the employee's duties could be affected. Employees taking prescription drugs must keep those medications in the containers in which they were originally dispensed by the Licensed Health Care Provider and/or Pharmacist.

### **Drug and Alcohol-Free Environment**

Our Company is dedicated to providing the highest quality services and maintaining an efficient, safe, and legal environment. Our Drug and Alcohol-Free

The environment is an important part of meeting these goals by keeping our an environment free of illegal drugs and alcohol abuse.

Employees are required to be drug and alcohol-free while on duty. While on duty, employees are prohibited from possessing, using, or distributing drugs, having a prohibited amount of drugs in their bodies, or being under the influence of alcohol.

Employees are allowed to possess, use, or be under the influence of prescription drugs, so as long as the Immediate Supervisor is made aware, and they do not interfere with your abilities to carry out your duties.

If you are suspected of violating these procedures, you will be required to submit to a drug and alcohol test while employed with the Company. If you do not cooperate or if you tamper with test results, you will be subject to Disciplinary Action, which may include Termination from the Company.

### **Employee Accidents and Injuries On-Duty**

If you have an accident or are injured on duty, you must report it as soon as possible to your Immediate Supervisor for examination, possible treatment, and documentation of the incident, no matter how minor the incident may be. If your injury is determined to be employment-related, the cost for your treatment at the emergency room and any follow-up treatment will be paid by the Company.

If you are unable to perform your duties as a result of an employment-related accident, you are required to keep your Immediate Supervisor informed of your recovery progress. When you can return to duty, you must submit a Written Release from your Physician to your Immediate Supervisor. If approved, you may be allowed to return to duty.

Failure to comply with these procedures may result in Disciplinary Action up to and including, Termination from the Company.

### **Modified Duty**

If you become unable to perform your regular duties due to physical restrictions caused by an employment-related injury or illness, you may be eligible for Modified Duty. Your Physician and Immediate Supervisor will determine if you are eligible for Modified Duty as well as the type and duration of the Modified Duty.

If your Immediate Supervisor cannot find an appropriate Modified Duty position for you, you must be willing to take an appropriate position at another Client Site Location, if available. You will receive your pay as if you were in your original position. While you are on Modified Duty your Immediate Supervisor will review your health situation from time to time.

Modified Duty for non-employment-related situations is granted at the discretion of your Immediate Supervisor. You must receive clearance to return to duty from your Physician before returning to duty from Modified Duty. When you return to duty after your Modified Duty Period, you'll return to your position or a position of similar responsibilities.

### **Exposure to Blood or Body Fluids**

If you are exposed to Blood or Body Fluids while on duty, you must contact your Immediate Supervisor as soon as possible for examination, possible treatment, and documentation of the incident, no matter how minor the incident may be.

Exposure to Blood and Body Fluids includes, but is not limited to the following:

- Being Stuck with a Used Needle.
- Contact with Mucous Membranes, such as the Eyes or Mouth, by Blood or Body Fluids.
- Human Bites.
- Contact of Non-Intact Skin or a Cut or Wound with Blood or Body Fluids.

### **Safety and Accident Prevention**

One of the many Company goals is to provide a safe environment for all employees. To reach this goal, we ask you to strive toward the prevention of accidents and to report all unsafe conditions and accidents to your Immediate Supervisor.

### **Illness on Duty**

If you become ill on duty, you should notify your Immediate Supervisor as soon as possible. If your illness requires treatment on a non-emergency basis, you should contact your Physician.

### **Return to Duty Clearances**

If you are absent from duty for 05 or more scheduled days as the result of an illness, injury, surgery, or communicable disease, you are required to bring a Written Release from your Physician that documents the diagnosis and any duty or activity restrictions.

If you begin using an eye patch, cast, splint, brace, or any orthopedic device, you must have a Written Release from your Physician and you may be approved for Modified Duty, which shall be at the discretion of your Immediate Supervisor.

## Smoke-Free Environment

Our Company supports a Smoke-Free Environment. Employees are prohibited from smoking inside the Company Office or any Non-Designated Smoking Area at Client Site Locations including, but not limited to the following:

- Company or Client Offices.
- Access/Egress Booths.
- Information Desks or Lobbies.
- Company or Client Owned Patrol Vehicles.

Employees are only permitted to smoke in Pre-Approved Designated Smoking Areas. Employees should make every attempt to limit their smoking while on duty, this does not include approved break periods in Pre-Approved Designated Smoking Areas.

This section explains Employee Compensation for all employees on the Company's Payroll.

## Salary Administration

Our Company has developed a Compensation Program to ensure that salaries for all positions are competitive and are administered fairly throughout the Company. As part of this program, employment descriptions are regularly reviewed and updated to ensure they are accurate. Salary ranges for positions are also reviewed regularly to ensure they are fair and competitive and that they reflect any changes in the industry or the economy in general.

## Pay Practices

In certain situations, you may be eligible for payment in addition to your Base Hourly Wage. These situations include:

- **Overtime Pay:** If you are a Full or Part-Time Hourly-Paid Employee and you are requested or required to perform overtime, you will be paid time and one-half for hours performed more than 40 hours per week. You must have permission from your Immediate Supervisor before working overtime.
- **Shift and/or Weekend Differential Pay:** Full and Part-Time Hourly-Paid Employees may be eligible for Shift and/or Weekend Differential Pay at certain Client Site Locations. The Company does not provide such pay to its employees; this is on an individual Client Site Location basis. Contact your Immediate Supervisor if you have any questions.

## **Time and Attendance**

Employees are required to sign in/out the hours worked per shift on an Employee Time Sheet at each Client Site Location. Certain Client Site Locations may also utilize their Time Sheets, Time Clocks, or other Record Keeping Systems. Employees are expected to follow any Time Recording Procedures at their Client Site Locations. Contact your Immediate Supervisor if you have any questions.

If an employee fails to record their attendance times, the employee must inform their Immediate Supervisor on the day the error occurs. If an employee is to be paid Benefit Time, such as Vacation, the employee must inform their Immediate Supervisor for proper documentation and approval. Recording time for another employee or falsifying time records are reasons for Termination.

## **Paycheck Distribution**

The pay period is weekly, beginning on Monday and ending at midnight on Sunday. Paychecks are generally distributed every Friday following the end of the pay period unless that day is a Recognized Federal Bank Holiday, then payday will be the following business day. Employees can pick up their paychecks (if a direct deposit hasn't been set up) at their Client Site Location after 1200 hours.

## **Paycheck Advances**

The Company does not provide Paycheck Advances on earned or unearned wages to employees.

## **Paycheck Shortages**

If an employee's paycheck is incorrect due to an error on the part of the Company, that employee's paycheck shall be corrected within 48 hours, excluding weekends and holidays. If an employee's paycheck is incorrect due to an error on the part of the employee, that employee's paycheck shall be corrected and paid on the following payday.

## **Payroll Deductions**

As required by law, Federal, State, and Local Payroll Taxes are deducted from employee paychecks. With Written Authorization, Court Order, or Law other deductions may be taken from an employee's paycheck.

## **Garnishments and Child Support**

When State Law dictates, the Company is required to honor all Legal Wage Demands and/or Child Support Orders received.

## **Termination Paychecks**

Paychecks for Terminated Employees will be disbursed according to State Law. Please contact the Employee Relations Department if you have any questions.

Employee Benefits are an important part of your Total Compensation. Here is an overview of Company Benefits.

## **Paid Vacation**

All Full-Time Hourly Paid Employees are entitled to Paid Vacation if scheduled at least 40 hours per week. If you are on an Unpaid Leave of Absence, you will not earn Paid Vacation during the leave. The amount of Paid Vacation you earn depends on your years of service.

1. One year equals one week (40 hours).
2. Two years equals two weeks (80 hours).
3. Five years or more equals three weeks (120 hours).

You must inform your Immediate Supervisor at least 30 calendar days before if you wish to take Paid Vacation. Approval is at the discretion of your Immediate Supervisor or where duty requirements permit. Paid Vacation does not roll over into the next year. Paid Vacation must be used within the same 12-month period.

## **Funeral Leave**

In the event of a death in the immediate family of a Full or Part-Time Hourly Paid Employee, the Company, upon the employee's request to their Immediate Supervisor, will excuse the employee up to 03 days unpaid of their consecutive regularly scheduled duties. Proof of the funeral and/or attendance at the funeral is required.

Immediate family includes relatives by blood, marriage, or adoption of the employee or the employee's spouse and includes legal spouse, children, stepchildren, adopted children, mother, mother-in-law, stepmother, father, father-in-law, stepfather, sisters, sisters-in-law, stepsisters, brothers, brothers-in-law, stepbrothers, grandparents, or grandchildren.

## **Jury Duty**

If you are summoned for Jury Duty, you should immediately give a copy of your subpoena to your Immediate Supervisor so alternate shift coverage can be arranged. The Company will not intervene to have employees excused from Jury Duty unless an employee's absence from duty would cause severe hardship on the Company's Operations.



## **Paid Holidays**

Certain Client Site Locations may include Paid Holidays. This is on a specific Client Site Location basis. If you have any questions, please contact your Immediate Supervisor.

## **Family and Medical Leaves**

To help you balance your employment duties and family life, the Company offers Unpaid Family and Medical Leaves for significant Family or Health Reasons. This is intended to comply with the Family and Medical Leave Act of 1993 (FMLA). You're eligible for an Unpaid Family or Medical Leave if you have completed 12 months of employment before you request a leave.

Family and Medical Leaves of up to 12 weeks total during a calendar year are available for four reasons:

1. Birth of your Child and caring for the Child immediately after birth.
2. Placement of a Child in your home for Adoption or Foster Care.
3. When needed to care for your Dependent Child, Spouse, or Parent with a Serious Health Condition.
4. Your own Serious Health Condition, if the condition whether or not duty related prevents you from performing the essential functions of your duties.

For purposes of this Employee Handbook, a Serious Health Condition is an Illness, Injury, Impairment, or Physical or Mental Condition that involves Inpatient Care in a Hospital, Hospice, Residential Medical Facility, or involves Continuing Treatment by a Health Care Provider. The condition must involve absence from Duty, School, or Other Daily Activities for more than 03 days, or Continuing Treatment by a Health Care Provider for a Chronic or Long-Term Condition.

You may take your Family or Medical Leave:

1. In One 12-Week Period.
2. In Two or More Leaves Totaling 12-Work Weeks.
3. Intermittently in the case of a Family or Personal Medical Leave, when Medically Necessary, up to a total of 12 weeks.
4. As part of a Reduced Duty Schedule in the case of a Family or Personal Medical Leave, when Medically Necessary, up to a total of 12 weeks.

If you request an Intermittent or Reduced Schedule Leave, you're asked to schedule your leave carefully, so you do not disrupt Company Operations.

Contact your Immediate Supervisor; if you need more than 12 weeks of Leave, you may be eligible to take Extended Leave Time under a Leave of Absence.

To request a Family or Medical Leave, complete and submit an Employee Request Form. If the need for a leave is predictable, such as the Birth of a Child, you must complete the Employee Request Form at least 30 days in advance.

You also must provide documentation to show that your leave qualifies under the FMLA. If necessary, the Company may pay for a second opinion for Medical Leaves. While you're on leave, you are required to report every 30 days to the Employee Relations Department and inform them of your status and intention to return to duty.

Here's what happens to your Benefits while you're on Family or Medical Leave:

- As part of your Family or Medical Leave, you are required to use any Paid Vacation for leave purposes before your Unpaid Leave begins. Please keep in mind, however, that the total of your time off cannot be more than 12 weeks during a Calendar Year. For example, if you have two weeks of Paid Vacation and request leave, you're eligible for only 10 weeks of Unpaid Family or Medical Leave.
- You will continue to be covered under the Health, Dental, Life Insurance, and Accidental Death/Dismemberment Insurance Plans, if applicable as if you were actively on duty. Coverage continues as long as you continue to pay your share of the cost of coverage. Coverage ends when you inform the Company you do not intend to return to duty. Please check with the Employee Relations Department to set up a payment plan while out on leave.
- If you took a Personal Medical Leave, you must pass a Fitness-For-Duty Medical Examination and submit your Personal Physician's Letter stating you may return to duty.
- When you return from a Family or Medical Leave, you'll normally return to your former position, or an equivalent position, with any General Pay Increases, Full Merit Increases, and Benefit Enhancements made during your leave as long as you return to duty before exhausting your 12-Week FMLA Leave Entitlement.

### **Leaves of Absence**

All Full-Time Hourly Employees may take authorized, Unpaid Time Off for Health or Personal Reasons as long as they are regularly scheduled 40 or more hours per week.

To request a Leave of Absence, contact your Immediate Supervisor. Leaves may be approved based on the reason for the leave and duty demands at the Client Site Location.

There are several types of Leaves of Absence:

**1. Illness Leave:** If you are not covered by FMLA, you may still be eligible for Illness Leave. You are eligible to apply for an Unpaid Illness Leave of Absence if you are regularly scheduled for 40 or more hours per week and have completed 12 months of continuous service.

To request an Illness Leave, you must complete an Employee Request Form and submit it to your Immediate Supervisor at least 30 calendar days in advance, if possible.

If your Immediate Supervisor approves your Illness Leave Request, it will be sent to the Employee Relations Department for final approval based on documentation provided by your Physician. This documentation must include an explanation of your illness and the estimated time of absence.

You also may be asked to have an examination by another Licensed Physician selected by the Company.

The maximum length of leave approved for an illness is 06 months.

**2. Personal Leave:** If you are a Full-Time Hourly Paid Employee regularly scheduled 40 or more hours per week and have completed 12 months of continuous service, you may be eligible to request a Personal Leave of Absence.

To request a Personal Leave, you must complete an Employee Request Form and submit it to your Immediate Supervisor at least 30 days in advance, if possible.

**3. Military Leave:** Leave of absence for required Military Reserve Duty will be granted to any Full or Part-Time Hourly Paid Employee. To request a Military Leave, complete an Employee Request Form, attach your Military Orders showing the length of service, and submit it to your Immediate Supervisor.

While you are on a Leave of Absence, the Company normally will hold your position open for at least 06 weeks unless you've already exhausted this time previously under FMLA or other Leave of Absence Time. After 06 weeks, or if a Staff Reduction or Restructuring occurs, re-installment will be dependent on your assignment to an available open position for which you are qualified.

The Company recognizes the importance of training and encourages every employee to participate, whenever possible, in elective Training Programs.

### **Company Training Programs**

Our Company believes training is and has always been the best form of protection. Employees who feel confident in their abilities to carry out their assignments lead to lower turnover, higher morale, and increased effectiveness. Applicants receive our Company Training Programs regardless

if they already possess the same and/or similar Training Programs from another employer and/or training school.

This enables us to maintain consistency in our Training Programs and creates a team-oriented atmosphere by having our employees train and practice together. Each applicant must complete our Free, Un-Paid, Professional Development Series before being placed at any Client Site Location.

Clients may also request employees to participate in Specialized Training Programs at specific Client Site Locations. These Specialized Training Programs shall be Free to employees and paid. These additional Client requested Specialized Training Programs shall be at the expense of the Client. The Employee Relations Department should have informed you of which Training Programs are mandatory for your Client Site Location at the time of your interview.

After completion of these Training Programs, employees will receive Paid On-Site Training for as many hours as specified in the Client/Company Service Agreement. This Paid On-Site Training shall also apply to employees who transfer to another Client Site Location.

Please be aware that certain Training Programs may require Re-Certification on an Annual or Bi-Annual Basis. This is to ensure all employees are up to date and current with industry standards and techniques. If you have any questions, please contact your Immediate Supervisor.

This section outlines the Company's stance on Equal Employment, Employee Harassment, Performance Management, and the Process for Resolving Complaints.

### **Equal Opportunity Employer**

Our Company is an Equal Opportunity Employer and is committed to fair employment practices in all aspects of selection and ongoing employment. Employment and selection practice decisions will be made without regard to race, color, religion, gender, sexual orientation, disability, age, national origin, ancestry, citizenship, marital status, military service, or unfavorable military discharge.

If you have any questions about our Equal Opportunity Employer Practices, please contact the Employee Relations Department. If you feel that you are being subject to discrimination, you should report it to your Immediate Supervisor.

### **Learning Culture**

It is the goal of the Company to promote and foster an environment where safety is a priority. An important part of safety is developing a Learning Culture, where errors are reported so that they can be assessed and analyzed and lessons learned from those errors are communicated throughout the Company.

A Learning Culture is fostered through open and accurate reporting of errors. Employees reporting errors should know that they will be treated with fairness, and confidentially, and their insights on what led to the error will be respected and valued.

If it becomes clear that the root cause for a pattern of errors is employee competency, every reasonable effort will be made to ensure employees can reliably deliver safe services. If it appears that an employee cannot practice in a reliably safe manner, despite counseling and education, then the concern will be addressed through appropriate Company Procedures.

### **Harassment**

Employee Harassment based on race, color, religion, gender, sexual orientation, disability, age, national origin, ancestry, citizenship, marital status, military service, or unfavorable military discharge will not be tolerated in any form. There are three basic criteria you should use in determining whether an action is considered Employee Harassment:

1. If submitting to the harassment is either an explicit or implicit condition of employment.
2. If accepting or rejecting harassment is used as a basis for an employment decision affecting the employee being harassed.
3. If the action is intended to or does harass, disrupt, or interfere with an employee's duty performance or creates an intimidating, hostile, or offensive employment environment.

Examples of harassment include, but are not limited to the following:

1. Gestures or physical actions of a sexual or offensive nature; deliberate and repeated name-calling; or comments about an employee have protected status.
2. Demands or subtle pressure for sexual favors or sexual activity.
3. Taking, recommending, or refusing to take any personal action related to an employee because of that person;
  - a) Protected Status; or
  - b) Refusal to perform Sexual Favors or rejection of Sexual Advances or Demands.

If you feel you are being or have been harassed, you should talk with your Immediate Supervisor. All complaints will be handled confidentially. The Employee Relations Department will Investigate your complaint and will take Corrective Action if it is determined that a violation has occurred. Corrective Action may include Disciplinary Action up to and including Termination from the Company for the employee(s) found to have engaged in such conduct.

If you file an Employee Harassment Complaint, the Company will inform you of the Investigation's findings and if any Corrective Action was taken. If an employee who files a complaint or an employee who is Investigated for Employee Harassment disagrees with the results of the Investigation, that employee may file a Formal or Informal Grievance.

Any form of retaliation or discrimination against an employee(s) making a complaint or participating in an Investigation is prohibited.

The Company strongly maintains Zero Tolerance for any form of Employee Violence.

Any form of violent behavior is to be dealt with immediately. Some examples of violent behavior may include, but are not necessarily limited to the following:

1. Verbal Threats to Others or Themselves, Actual or Implied.
2. Intimidation.

The employee(s) involved in the violent behavior should immediately be placed on Suspension pending an Investigation. The employee's Immediate Supervisor should take the following steps:

1. Advise the employee(s) of the Suspension and Pending Investigation.
2. If necessary, escort the employee(s) off the Client Site Property.
3. Document the incident immediately and review it with the Employee Relations Department.

If the Investigation determines that the employee(s) behaved violently, the employee(s) is to be terminated immediately. If the Investigation reveals that the employee(s) did not behave violently, the employee(s) will be restored to their position with back pay for normally scheduled time spent on Suspension.

For verbal threats or other intimidation, the employee(s) should be immediately advised that an Investigation is to be conducted and Disciplinary Action may be administered. The Immediate Supervisor may Suspend the employee(s) if circumstances warrant, in collaboration with the Employee Relations Department.

If the Investigation reveals the employee(s) is guilty of the threat or intimidation, they will not receive payment for the Suspension Period, and they will be subject to Disciplinary Action up to and including Termination. The police and emergency medical services shall be contacted via 911 immediately for any employee(s) threatening violence to themselves or others.

## **Grievance Procedures**

While we hope that Complaints or Problems in the Company can be avoided, we recognize that they are a fact of life. That is why the Company has established a Grievance Procedure to help resolve Complaints or Duty-Related Problems. The procedure provides for the review and Investigation of any Complaint or Problem and the resolution of the situation within a reasonable amount of time.

You are encouraged to use the procedure if you have a Complaint or Problem, and you should know that you will not be the subject of any Disciplinary Action or Harassment by the Company as a result of filing a Formal or Informal Complaint.

A Complaint or Problem is defined as an employee's claim of an Improper Interpretation, Application, or Violation of Standard Operating Guidelines, Rules, or Regulations.

If you have a Complaint or Problem, please contact your Immediate Supervisor to file an Informal Complaint or contact the Employee Relations Department to file a Formal Complaint. If you file a Complaint, rest assured that all information related to your Complaint will be kept confidential to the extent possible.

## **Performance Problems and Corrective Action**

The Company reserves the right to Discipline or Terminate employees for any reason it deems appropriate in its sole discretion. Generally, however, if Performance Problems arise, the Company will attempt to use Progressive Discipline. Initially, your Immediate Supervisor should counsel you to correct any Performance Problems.

This includes explaining the nature of your Performance Problems, Violations of any Standard Operating Guidelines, and possible Consequences if your Performance does not improve. Further Disciplinary Action may include Verbal Warnings, Written Warnings, Suspensions, and Termination from the Company.

Employees who accrue 03 major infractions, whether they relate to the same incident or not, will result in Suspension or Termination from the Company. In some situations, however, you may be Suspended or Terminated immediately, without prior Counseling or Disciplinary Action.

Because the Company considers many factors in determining appropriate Disciplinary Action, including your Employee File and the harm caused by the infraction, it is not possible to specify in advance what Disciplinary Action will result from specific actions.

**Purpose:** The purpose of this General Order is to establish a performance evaluation program for GSG to provide feedback to employees concerning their job performance and to enable Global Security Group to adjust its training programs according to needs identified through the performance evaluation program.

**Background:** Evaluating the performance of subordinate officers is a critical element of the role of a supervisor. Supervisors will evaluate their subordinates' performance and whether or not a formal system exists. GSG intends to provide a mechanism whereby supervisors will periodically conduct formal evaluations of their subordinates in a systematic manner that provides appropriate feedback to those subordinates regarding their work performance, as well as to enhance the Global Security Group's in-service training program.

**Policy:** It is the policy of Global Security Group to conduct a formal evaluation of all officers below the rank of Lieutenant, and of all non-uniformed members, a minimum of once a year. Evaluations will be conducted by each employee's immediate supervisor. Each supervisor/rater will use the appropriate criteria/guidelines for the employee being evaluated, e.g., criteria/guidelines for security officers will be used to evaluate security officers, etc. Completed evaluations will be maintained by the CEO. The objective of the performance evaluation program is to improve overall company performance through the objective and fair evaluation of employees in a manner designed to encourage employees to perform at their highest level and, to grow in their jobs.

**Procedure:**

A. An annual evaluation will be submitted on every employee with the rank of Lieutenant or below. The annual evaluation will cover the period from March 1 through February 28 (29), inclusive.

1. The evaluation of an employee is a continuous process.

- a) Supervisors/raters will schedule time with each subordinate being evaluated to allow for counseling by the supervisor/rater and a discussion of the evaluation between the supervisor/rater and subordinate.
- b) It is the responsibility of supervisors/rater to inform and counsel their subordinates at the beginning of the rating period of the following:
  - i. Tasks of the employee's position, and
  - ii. Performance expectations of the supervisor/rater, and the evaluation criteria to be applied.
- c) This counseling should be directed at providing each employee with the information needed to fully understand the specific duties and responsibilities assigned to them during the rating period, to maintain appropriate behavior, and eliminate inappropriate behavior.

2. Upon completion of the evaluation/counseling meeting between the supervisor/rater and employee the employee must sign his or her evaluation form. The signature does not indicate agreement or disagreement with the evaluation. The signature indicates only that the supervisor/rater and employee have discussed the evaluation. A copy of the evaluation report will be provided to any employee who requests it.



1. Disputed evaluations: If an employee disagrees with his or her evaluation, the employee can submit an IOC to the supervisor's/rater's immediate supervisor within five (5) days of the evaluation/counseling meeting. The IOC will specify the category and reason for the disagreement. The supervisor will investigate the circumstances of the disagreement and notify the employee and supervisor of his or her decision, in writing, when possible, within five (5) days of receipt of the IOC from the employee.
2. The CEO or designated executive officer may direct the evaluation of an individual member more than once a year.
3. Each supervisor/rater must read paragraph V of this order, Guidelines for Performance Evaluations, before evaluating employees. It discusses the evaluation process, including rating errors that can affect the performance evaluation.
4. Completed evaluations will be forwarded by the supervisor/rater evaluating the CEO or the designated executive officer who will review the evaluations to ensure the uniform application of the criteria by supervisors/raters, to check for the possibility of the influence of rating errors, to assist in the CEO or designated executive officer's evaluation of subordinate supervisors, and to identify training needs. Upon review of the evaluations, the CEO or designated executive officer will sign each evaluation and forward recommendations for future training to the Board of Directors.
  - a) The CEO will review the designated Executive Officers.
5. Supervisors/raters are encouraged to include explanatory comments in their evaluations, describing specific performance or behavior considered above standard. When an employee receives a below-standard evaluation, supervisors/raters must include such comments, as well as document actions or goals suggested or agreed upon to improve performance.

### **Guidelines for Performance Evaluations**

The competence of the raters and the effort and time they expend in observing and recording evidence regarding an employee's performance establishes the climate and credibility of the entire system. Accordingly, it becomes an absolute necessity to train the raters to ensure (1) a uniform understanding of the system and (2) a consistent application in the actual evaluation. Everyone must realize that no matter what evaluation system is used, total objectivity is unobtainable; the human element is ever present and must be dealt with. The success and acceptance of any performance evaluation system depend on the quality of the rater. If properly used, the evaluation procedure becomes an effective managerial tool as well as an employee motivator. If used improperly, the performance

evaluation breeds contempt lowers morale and decreases the total effectiveness of the entire organization.

The first-line supervisor, usually the sergeant for the security officer and dispatcher, is the key figure in the rating system since his/her job most closely involves the effectiveness and traits of the assigned employee. He or she should, however, seek input from other sergeants and superior officers. To accomplish this task, the sergeant must continuously collect and record information concerning the quality and quantity of service being rendered. This can be a facet of the job that supervisors do not seem to do willingly and it must continuously be monitored if the program is to be effective. Monitoring will be conducted by supervisors - at all levels.

Performance evaluation of subordinates, if it is to be objective and accurate, is a time-consuming task requiring constant effort from the supervisor: It is not only the most time-consuming task for a supervisor, it is the most important one. The time and effort expended, however, will benefit the supervisor, the employee, and GSG.

### **Common faults of individual raters**

To have a truly accurate performance evaluation, the individual who is doing the evaluation must have certain attributes. The rater is the key person with the Global Security Group's Performance Evaluation System. The burden for success or failure rests entirely on the rater and how well he or she can objectively and fairly evaluate the personnel who work for him/her.

The rater must first recognize that one of the most important factors leading to the successful completion of an evaluation of an individual is time. The rater must use the time between each interview of his/her personnel and the actual preparation of the final evaluation for documentation. In effect what this does is ensure that the evaluation of the employee is a continuing process that begins on the first day of the new rating period and continues through the preparation of the evaluation.

There can be no greater task than for a supervisor to have to prepare an evaluation on several of his/her subordinates as the deadline approaches for its submission and the rater has failed to properly evaluate and document their performance throughout the year. This is a common problem and it is not only unfair to the employee being evaluated, but it is equally unfair to GSG.

Evaluation of subordinates is a difficult task at best; however, the rewards for an objective and fair rater outweigh the problems he or she encounters. To obtain the highest degree of objectivity the individual evaluating his/her subordinates must be aware of forces acting upon him/her as an individual which might preclude him/her from being fair and objective in this task.

The following problem areas have been identified as significant in that they are most common in rating or evaluating personnel. The first step in correcting any one of the errors listed is for the rater to first recognize that he or she has a problem in a given area and then he or she must take steps to deal with it.

### **1. Halo Effect**

This commonly occurs when the person being rated is viewed regarding a single element such as personal appearance. If a person is outstanding in personal appearance, the halo effect comes into play when the water carries the other categories with the rating system as equally outstanding. In other words, one category overshadows all of the others. This tendency also occurs in the reverse when a person is rated poor in a single category.

Remedy - Rate each category separately from all others; all members are rated at the same time in one specific category.

### **2. Constant Error**

Some raters rate their personnel high even though they do not deserve the rating. Conversely, other raters consistently rate their personnel below what the employee deserves.

Remedy - Each employee is to be rated based on his/her performance in relationship to his/her peers, his/her experience, and his/her capabilities.

### **3. The Error of Recency or overweighing**

This occurs when too much weight is placed on an employee's behavior immediately before a rating deadline.

Remedy - Recency Errors can only be countered by supervisors/raters keeping adequate records throughout the rating period.

### **4. The Error of Central Tendency**

This error is common where the rater is risk-oriented and refuses even when appropriate to use the extreme ends of the scale.

Remedy - The rater must be able to recognize superior performance and unsatisfactory performance. There is no excuse for everyone in the middle and your documentation and records will support this.

### **5. Leniency**

There is a strong tendency for all supervisors/raters to be overly lenient, especially with poor or marginal employees. This might work for a time but eventually, the message becomes clear that it only takes minimal effort to succeed. This is unfair to the consistent hard workers and the marginal worker himself/herself.

Remedy - The rater must be willing to rate an individual based on what that person does. The rater should constantly be mindful of the need for justification of an evaluation called for either by a supervisor or by the person being rated.

## **6. Indifference**

The rater has no regard for the evaluation system and therefore rates passively and the subordinates suffer since all are usually lumped together.

Remedy - Rate according to actual work produced with input from other supervisors. Realization of the fact that an employee's career could very well be determined by the evaluation he or she receives can help correct this common error.

## **7. Bias**

The rater possesses an inherent dislike for the individual, his/her mannerisms, etc.

Remedy - The rater must first recognize his/her bias and then be willing to put it aside for the betterment of all concerned. The rater must objectively view the individual with assistance from other supervisors. Conference evaluations tend to eliminate individual bias.

## **8. Carbon Copying**

A common error with raters in other organizations where an evaluation system has been in place - raters tend to copy ratings from the prior evaluation.

Remedy - The rater must first recognize that this shortcut method not only is not objective but it can hurt the employee, GSG, and the rater himself/herself. The rater's supervisor will ensure that this practice does not occur and any evidence thereof will be documented and reflected on the rater's performance evaluation.

## **9. False Development**

An error whereby raters feel that if they raise their employee's evaluation a little each year, it indicates that the supervisor/rater is properly "developing" their personnel

Remedy - The rater must first recognize that this is erroneous and unacceptable and as in "carbon copying" the results can reflect poorly on the employee, GSG, and the rater. The rater's supervisor will ensure that this practice does not occur, and any evidence thereof will be documented and reflected on the rater's performance evaluation.

## **Chain of Communication**

If you become aware of a critical safety issue involving an employee, the issue should be discussed as soon as possible with your Immediate Supervisor. If you believe that your Immediate Supervisor has not addressed the safety issue or your Immediate Supervisor is not available, you should notify the Employee Relations Department. You will not face retaliation for any good-faith effort to notify the Employee Relations Department of a critical safety issue.

## **Legal Notice / Disclaimer**



# GLOBAL SECURITY GROUP INC.

1110 Montlimar Dr. Suite 580 Mobile AL, 36609

833-BUZZ-GSG (833-289-9474)

[hr@gsg-inc.com](mailto:hr@gsg-inc.com)

[www.globalsecuritygroup.org](http://www.globalsecuritygroup.org)

Effective Date: October 1, 2019

Revision Date: September 30, 2022

# Exhibit 23 – Secure Transporter Drivers

## Verification

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

MOHSIN SEEHAR

Printed Name of Verifying Individual

CEO

Title of Verifying Individual



Signature of Verifying Individual

03|03|23

Verification Date

FORM H: SECURE TRANSPORT DRIVERS

Complete a separate form and verification for each of the Applicant's secure transport drivers.

Global Security Group, Inc.

Secure Transporter

Business License Applicant Name

License Type

Secure Transport Driver Information

Not applicable - To be determined

Secure Transport Driver Name

Date of Birth

SSN

Driver's License Information

Issued by (State)

Number

Issue Date

Expiration Date

Citations, Fines & Violations

List all motor vehicle citations, fines, and violations received by the driver in the last three (3) years. Attach additional forms if necessary.

Type (select all that apply): [ ] Citation [ ] Fine [ ] Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): [ ] Citation [ ] Fine [ ] Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

Type (select all that apply): [ ] Citation [ ] Fine [ ] Violation

Violation/Charge

Issued By

Date of Occurrence

Location (City/County)

Location (State)

Disposition/Amount

Date of Disposition

**23.1 Form H**

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition

Type (select all that apply):  Citation  Fine  Violation

\_\_\_\_\_  
Violation/Charge Issued By

\_\_\_\_\_  
Date of Occurrence Location (City/County) Location (State)

\_\_\_\_\_  
Disposition/Amount Date of Disposition


**Applicant Verification:** The undersigned hereby verifies that the information provided hereinabove (and attached, as necessary) constitutes complete and accurate information for the secure transport driver identified hereinabove (and attached, as necessary). The undersigned further verifies that the secure transport driver identified hereinabove is at least 21 years of age and has a minimum of three (3) years driving experience.

Mohsin Seehar

CEO

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

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

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

03/03/2023  
\_\_\_\_\_  
Verification Date



# Exhibit 24 - Driver's Manual

## Verification

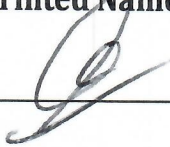
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Mohsin Seelhar

CEO

Printed Name of Verifying Individual

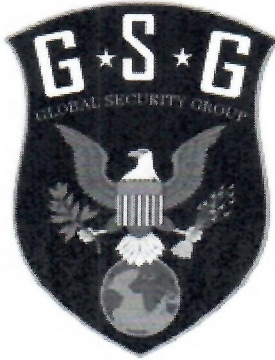
Title of Verifying Individual



12/28/22

Signature of Verifying Individual

Verification Date



**Global Security Group**

1110 Montlimar Drive Suite 580

Mobile, AL 36609

(833) BUZZ-GSG

# Driver's Manual

**Drafted: 23 December 2022**

**Approved: 28 December 2022**

## OVERVIEW

A driver's manual for employees includes information on the qualifications required to be a driver for the company, as well as the standards and procedures that employees are expected to follow while driving. This includes information on driving laws and regulations, as well as company policies on things like drug and alcohol use, cell phone usage, and safe driving practices.

Such as:

- Minimum age requirements for drivers
- Minimum education and experience requirements for drivers
- Requirements for obtaining and maintaining a valid driver's license
- Policies on drug and alcohol use, including drug testing and alcohol limits
- Policies on cell phone usage while driving
- Requirements for maintaining vehicle maintenance and cleanliness
- Procedures for reporting accidents or incidents
- Policies on passengers, including rules for transporting children or other passengers
- Emergency procedures, such as what to do in case of a breakdown or accident

## Requirements and Duties

The requirements for working for Global Security Group are as follows:

- Adhering to all traffic laws and regulations, including speed limits and traffic signals.
- Maintaining a valid driver's license and vehicle registration.
- Refraining from using drugs or alcohol while on the job.
- Following all company policies and procedures, including any policies related to the use of company vehicles or equipment.
- Maintaining a professional appearance and demeanor while on the job.
- Reporting any accidents, incidents, or other issues to the appropriate authorities and to the company as soon as possible.
- Ensuring that the vehicle is properly loaded and secured, and that all cargo is transported in a safe and secure manner.
- Complying with all federal, state, and local laws and regulations related to the transportation of goods.

The specific duties of a cannabis transporter driver:

- Loading and unloading cannabis products onto the delivery vehicle
- Transporting cannabis products in a safe and responsible manner
- Complying with all applicable laws, regulations, and company policies related to the transportation of cannabis products
- Maintaining and updating delivery logs and other documentation
- Ensuring that the delivery vehicle is properly maintained and equipped with necessary safety equipment
- Communicating with dispatch and other team members to coordinate deliveries and resolve any issues that may arise
- Handling and securing cash payments for deliveries as needed

To be a successful cannabis transporter driver, you should have a clean driving record and be able to pass a background check. You should also be able to work efficiently and effectively under tight deadlines, and have excellent communication and customer service.

## **Cell-Phone Policy**

Global Security Drivers may be allowed to use a hands free device to be able to take calls and handle any deliveries. Drivers are prohibited from using a cell phone while driving.

- Prohibitions on texting while driving
- Restrictions on using a handheld cell phone while driving
- Must use hands-free devices while driving

- Consequences for violating the cell phone usage policy, such as disciplinary action or termination

It's important for drivers to follow any cell phone usage policies that are in place, as well as to be aware of any local or state laws that may restrict cell phone usage while driving. Using a cell phone while driving can not only put the driver at risk, but can also endanger the safety of passengers and other people on the road.

## **Maintenance**

Maintaining the fleet — Maintaining vehicle maintenance and cleanliness is important for the safety of the driver and any passengers, as well as for the overall operation of the vehicle. Some common requirements for maintaining vehicle maintenance and cleanliness include:

- Regularly checking and maintaining the vehicle's fluid levels, including oil, transmission fluid, brake fluid, and coolant
- Performing regular maintenance tasks, such as changing the oil, rotating the tires, and replacing worn or damaged parts
- Keeping the interior and exterior of the vehicle clean and free of clutter
- Ensuring that the vehicle is in good working order before each trip, including checking the brakes, lights, tires, and other essential systems
- Reporting any issues or problems with the vehicle to a supervisor or mechanic in a timely manner

By keeping a vehicle well-maintained and clean, drivers can help ensure that it is safe to operate and that it will run smoothly and efficiently. This can help prevent breakdowns and other issues on the road, which can save time and money for GSG, as well as protect the safety of the driver and any passengers.

## **Emergency Procedures**

Emergency procedures for dealing with a breakdown or accident involving medical cannabis will depend on the specific laws and regulations that apply to Global Security Group, as well as any internal policies that may be in place. In general, however, there are some common steps that will be included in emergency procedures for dealing with a breakdown or accident involving medical cannabis:

- **Stop the vehicle and check for injuries:** If you are involved in an accident or your vehicle experiences a breakdown, it is important to stop the vehicle and check for injuries. If anyone is injured, call for medical help immediately.

- **Contact the authorities:** If the accident involves injuries, property damage, or any other serious issue, it is important to contact the police or other authorities. This will help ensure that an official report is filed and that any necessary investigations are conducted.
- **Gather information:** If you are involved in an accident or your vehicle experiences a breakdown, it is important to gather as much information as possible. This may include taking photos of the scene, exchanging insurance information with the other driver(s), and getting the contact information of any witnesses.
- **Secure the medical cannabis:** If you are transporting medical cannabis at the time of the accident or breakdown, it is important to secure the cannabis to prevent it from falling into the wrong hands. This may involve placing it in a locked container or securing it in a secure location.
- **Follow any additional procedures:** Depending on the specific laws and regulations that apply to the company or organization, there may be additional procedures that need to be followed in the event of an accident or breakdown involving medical cannabis. It is important to follow these procedures to ensure that the situation is properly addressed and resolved.

# Exhibit 25 – Website and Social Media

## Verification

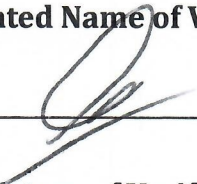
The undersigned verifies that the information contained in this Exhibit, including any attachments thereto, is accurate and complete, based on the best available information at the date of verification.

Mohsin Seelhar

CEO

Printed Name of Verifying Individual

Title of Verifying Individual

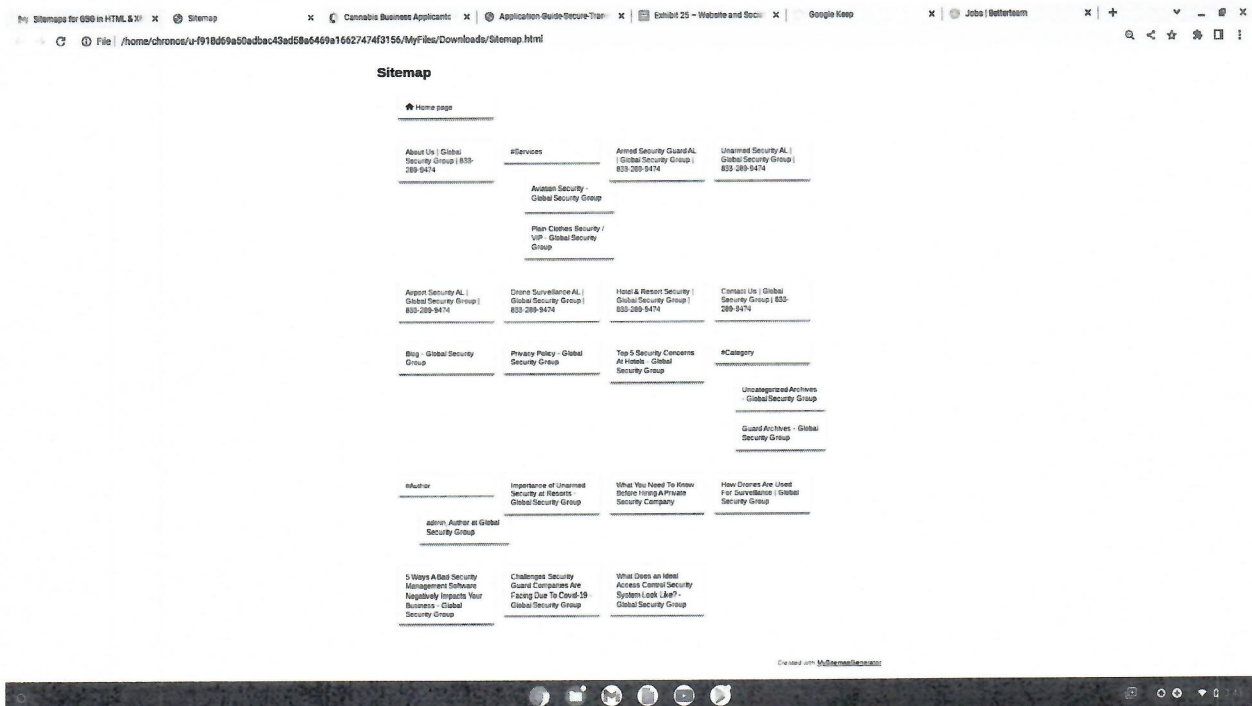


12/27/22

Signature of Verifying Individual

Verification Date

**25.1 – A complete site map of each website owned or operated by the Applicant.**



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**25.2 - The web address of each webpage, social media page, or other online site owned or operated by the Applicant.**

[www.globalsecuritygroup.org](http://www.globalsecuritygroup.org)

<https://www.facebook.com/gsginc1>

<https://www.linkedin.com/company/gsginc/>

<https://www.instagram.com/gsginc/?hl=en>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Madril Insurance P. O. Box 617  Cantonment FL 32533	CONTACT NAME: Wanda Nodhturft	
	PHONE (A/C. No. Ext): (850)476-2733	FAX (A/C. No): (850)476-2753
	E-MAIL ADDRESS: wanda@madrilinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Peleus Insurance Company	34118
INSURED Global Security Group Inc and Mico Venture Holding Inc 1110 Montlimar Dr Ste 580  Mobile AL 36609	INSURER B: Progressive Specialty Ins Co	32786
	INSURER C: Kinsale Ins Co	38920
	INSURER D: Ohio Casualty Insurance Co	24074
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL2292211461

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLV0001605	1/30/2022	1/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Lost Key Coverage \$ 100,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01935436	3/12/2022	3/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100207442-0	9/15/2022	1/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Following Form over GL Only \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Commercial Inland Marine			BMO61831098	8/14/2022	8/14/2023	Limit-Security Equipment 41,000 Deductible 1,000

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

Blanket Additional Insured, Blanket Products & Completed Operations, Blanket Primary & Non-Contributory and Blanket Waiver of Subrogation applies to General Liability if required by written contract.

## CERTIFICATE HOLDER

mike@gsg-inc.com

Global Security Group Inc  
1110 Montlimar Dr Ste 580  
Mobile, AL 36609

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Nodhturft/NODHTU

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Global Security Group, Inc.  
1110 Montlimar Dr  
580  
Mobile, AL 36609



FORM K: Affidavit of Entity Applicant for  
Alabama Medical Cannabis License

STATE OF Alabama )  
 )  
Mobile 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: Global Security Group, Inc

2. NAME OF AFFIANT: Mohsin Sechar

3. AFFIANT'S POSITION WITH APPLICANT: CFO

4. AFFIANT IS THE APPLICANT'S (Check One):  Responsible Party  Contact Person  
(The affidavit of BOTH individuals is required)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (Check One):

Cultivator  Processor  Secure Transporter  
 Dispensary  Integrated Facility  State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.

MS 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.)**

MS 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.

MS 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.

MS 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.  
MS INITIAL HERE
- f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.  
MS 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.  
MS 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.  
MS 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.  
MS 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.  
MS INITIAL HERE

[Signature]  
Signature of Affiant

Acting for and on behalf of:

Mohsin Seedar

Applicant

Sworn to and subscribed before me on this 21 day of November, 2022.



Shanna Lee Metz

Notary Public

My Commission Expires: 5-20-2023

[SEAL]



FORM L: VERIFICATION OF USB FLASH DRIVES

Global Security Group, Inc  
Business License Applicant Name

Secure Transporter  
License Type


Verification

The undersigned hereby understands and verifies all of the following:

- That enclosed with this certification form are two (2) USB flash drives - one labeled as "ORIGINAL" and the other labeled as "REDACTED".
- That both the "ORIGINAL" and the "REDACTED" USB flash drives contain a copy (in PDF format) of the Application Form, all applicable exhibits, and all applicable forms.
- That all files on the USB flash drives are labeled according to the labeling requirements set forth in Section 1.8 of the Application Guide.
- That all information in the application and exhibits shall remain confidential (as defined by Rule 538-x-1-.04) until the Commission has voted to formally deem applications submitted, unless otherwise ordered by a court of competent jurisdiction (See Rule 538-x-3-.13).
- That any and all redactions by the Applicant are made on the files contained within the "REDACTED" USB flash drive, and that such files are prominently and conspicuously labeled as "Redacted Copy".
- That any and all redactions by the Applicant are made in accordance with the redaction instructions set forth in Section 1.8 of the Application Guide and, as such, the Applicant has stated the grounds and statutory authority for each redaction.
- That the Commission is not obligated to agree with the applicant's grounds or statutory authority cited in support of any redaction and, as such, the applicant, by submitting redactions, agrees to defend its claim that any or some portion of its application and/or exhibits is exempt from inspection and copying under the Alabama Public Records Law (§ 36-12-40, et seq., Code of Alabama 1975 (as amended)).
- That the applicant, by submitting redactions, agrees to protect, defend, indemnify, and hold harmless the Commission, and its agents, for any and all claims and litigation (including litigation initiated by the Commission), including attorney's fees and costs, arising from or in any way relating to the applicant's assertion that the redacted portions of its application and/or exhibits are exempt from public disclosure under the Alabama Public Records Law.
- That the applicant's failure to provide a redacted version of the application and/or exhibits in accordance with the instructions and deadline set forth in Section 1.8 of the Application Guide will result in the entire application, including all exhibits and attachments, being considered a public record.

Mohsin Sechar  
Printed Name of Verifying Individual

CEO  
Title of Verifying Individual

  
Signature of Verifying Individual

11/14/22  
Verification Date

FORM K: Affidavit of Entity Applicant for Alabama Medical Cannabis License

STATE OF Alabama )  
 )  
Madison COUNTY )

Before me, the undersigned notary, did appear the Affiant, who after being by me first duly sworn, did state under oath as follows (please type or print legibly):

1. NAME OF ENTITY APPLYING FOR LICENSE: Global Security Group, Inc.

2. NAME OF AFFIANT: Jennifer Hinton Pearce

3. AFFIANT'S POSITION WITH APPLICANT: President

4. AFFIANT IS THE APPLICANT'S (Check One):  Responsible Party  Contact Person  
(The affidavit of BOTH individuals is required)

5. TYPE OF LICENSE BEING SOUGHT BY APPLICANT (Check One):  
 Cultivator  Processor  Secure Transporter  
 Dispensary  Integrated Facility  State Testing Laboratory

6. On behalf of the Applicant, I do hereby affirm under oath as follows:

a. I, the undersigned Affiant named in paragraph 2 above, am an adult, over the age of 19 years and competent to provide this Affidavit.  
JH 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.)  
JH 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.  
JH 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.

JP 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.

JP INITIAL HERE

f. Applicant understands, acknowledges, and will continue to respect and comply with AMCC Rules regarding limited communication during the Application process.

JP 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.

JP 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.

JP 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.

JP 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.

JP INITIAL HERE

Jeni Sinsiva Pearce

Signature of Affiant

Acting for and on behalf of:

Global Security Group, Inc.

Applicant

Sworn to and subscribed before me on this 27<sup>th</sup> day of December 2022

[Signature]

Notary Public

My Commission Expires: 11-14-2023

[SEAL]